

COLLECTIVE BARGAINING AGREEMENT

Between the

UNITED STATES

DEPARTMENT OF THE INTERIOR

NATIONAL PARK SERVICE

Independence National  
Historical Park

And

AMERICAN FEDERATION OF

GOVERNMENT EMPLOYEES

AFL-CIO

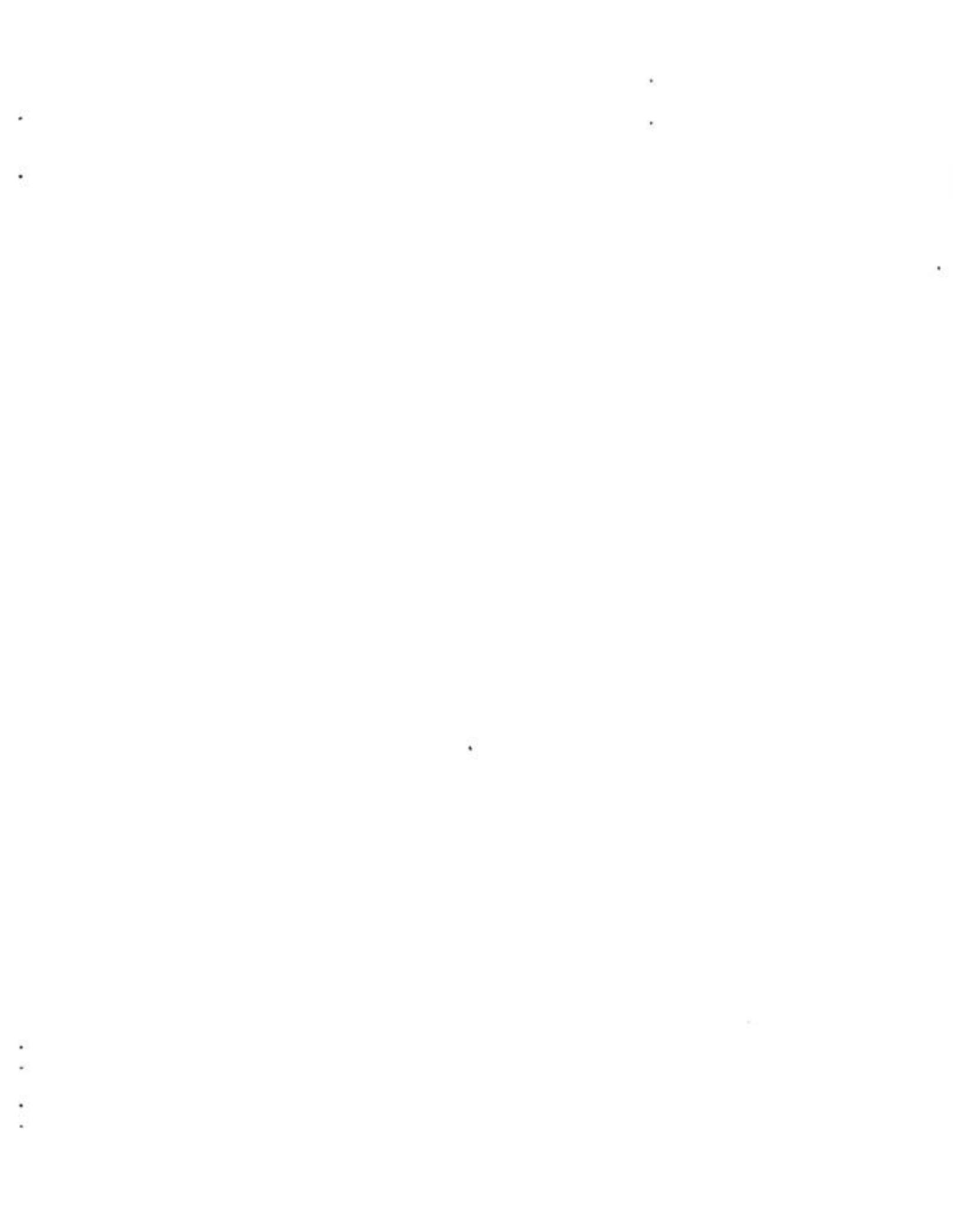
Local 2058





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**Attest, Signatures and Approvals**  
**Attachment A – 5 USC 2301 – Merit Systems Principles**  
**Attachment B – 5 USC 2302 – Prohibited Personnel Practices**  
**Memorandum of Agreements**



### **Preamble**

This Agreement is entered into by and between the Superintendent, Independence National Historical Park (hereinafter referred to as INDE or the Employer) and the American Federation of Government Employees, Local 2058 (hereinafter referred to as the Union or AFGE), representing employees of Independence National Historical Park (INDE).

The parties begin by acknowledging their mutual interest in and commitment to the accomplishment of the mission of INDE to preserve, for the benefit of the American people, historical structures and properties of national significance associated with the American Revolution and the founding and growth of the United States. The parties recognize that its human resources are the lifeblood of the park, and without the talents of our high quality employees, the park would be unable to fulfill this mission.

The parties mutually recognize that the Congress of the United States has expressed public policy concerning labor relations in the Federal Government as follows:

"...the right of employees to organize, bargain collectively and participate through labor organizations of their own choosing in decisions which affect them, safeguards the public interest, contributes to the effective conduct of the public business, and facilitates and encourages the amicable settlement of disputes between employees and their employers involving conditions of employment; and the public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the government."

Therefore, labor organizations and collective bargaining in the civil service are in the public interest.

INDE and AFGE have agreed upon the following articles in an effort to implement the provisions of the Civil Service Reform Act of 1978, particularly 5 U.S.C. 71, and in an effort to provide a safe, healthy and quality workplace.

**Article 1.**  
**Recognition, Coverage, Governing Laws and Regulations**

Section 1. The Employer hereby recognizes that the American Federation of Government Employees, Local 2058, is the exclusive representative of the employees of Independence National Historical Park, excluding management officials, employees engaged in personnel work other than a purely clerical capacity, all supervisors, and Park Rangers in positions for which a commission is required (Law Enforcement).

Section 2. The Employer has the obligation to assure that all management officials and supervisors are aware of the rights and obligations of both parties and the contents of this agreement. The Union has the obligation to assure that all Union Officials and representatives are aware of the rights and obligations of both parties and the contents of this agreement.

Section 3. In the administration of all matters covered by this agreement, both parties shall be governed by existing or future laws and existing government-wide rules and regulations.

Section 4 – Provisions Made Invalid

Should any federal law or court hold any provisions of this agreement invalid, it shall immediately be deemed inapplicable. Unaffected provisions of the contract will remain in effect. The Agency will notify the Union of its intent to enforce the law or court decision and the date on which such enforcement will become effective. The Union may request negotiations on any negotiable matter resulting from the Agency's enforcement decision.

Section 5 – Merit Systems Principles

- A. In the administration of all matters covered by this agreement, the Agency, the Union and bargaining unit employees are governed by existing and future laws and existing and future government-wide regulations implementing 5 USC 2302 (Merit systems Principles).
- B. For the duration of this agreement, it will have the full force and effect of the regulation within the bargaining unit. Where existing provisions of Agency regulations are in conflict with this agreement, the provisions of the agreement shall govern unless otherwise stated in this agreement. During this period, the agreement will be modified only by the passage of legislation or by the issuance of Office of Personnel Management or other government-wide regulations implementing 5 USC 2302.

Section 6 – Past Practices

- A. In the administration of all matters covered by this agreement, both parties shall be governed by existing or future laws and existing government-wide rules and regulations.
- B. The party alleging that a past practice exists bears the burden of establishing, at a minimum, that:
  - 1. The practice was clear and applied consistently.
  - 2. The practice was not a special, one-time benefit or meant at the time as an exception to a general rule.

3. The practice is followed by both parties, or followed by one party and not challenged by the other.
4. The practice existed for a substantial period of time and it had occurred repeatedly.

Section 7 – Memoranda of Understanding/Agreement (MOU/MOA)

- A. MOUs and/or MOAs as identified in Appendix 1 of this collective bargaining agreement shall remain in effect during the term of this agreement unless superseded by law.

**Article 2.**  
**Rights and Obligations of the Parties**

Section 1--Statutory Rights and Obligations

- A. It is mutually agreed that union and management shall treat employees fairly and equitably in all aspects of personnel management, without regard to political affiliation, race, color, religion, national origin, sex, marital status, sexual orientation, age, handicapping condition or Union activity and with proper regard for their privacy and constitutional rights.
- B. Personnel management shall be conducted in accordance with the provisions of 5 U.S.C. 2301 (Merit System Principles) and 5 U.S.C. 2302 (Prohibited Personnel Practices) attached to this agreement.
- C. Each employee shall have the right to form, join or assist any labor organization or to refrain from any such activity, freely and without fear of penalty or reprisal and each employee shall be protected in the exercise of such right. Except as otherwise provided under 5 U.S.C. 71, such right includes the right to --
- (1) to act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities, and
  - (2) to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under 5 U.S.C. 71.
- D. Employees shall be protected by the Whistleblower Act against reprisal for the lawful disclosure of information which the employee reasonably believes evidences a violation of law, rule, or regulation, or evidences of mismanagement, a waste of funds, or abuse of authority, or a danger to health or safety.

Section 2- Management's Rights

- A. Subject to subsection (b) of this section, nothing in this chapter shall affect the authority of any management official of any agency
- (1) to determine the mission, budget, organization, number of employees, and internal security practices of the agency; and
  - (2) in accordance with applicable laws --
    - (a) to hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
    - (b) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;
    - (c) with respect to filling positions, to make selections for appointments from --
      - (i) among properly ranked and certified candidates for promotion; or
      - (ii) any other appropriate source; and

(d) to take whatever actions may be necessary to carry out the agency mission during emergencies.

B. Nothing in this agreement shall preclude any agency and any labor organization from negotiating –

- (1) at the election of the agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the **technology, methods, and means of performing work;**
- (2) **procedures which management officials of the agency will observe in exercising any authority under this section;** or
- (3) appropriate arrangements for employees adversely affected by the exercise of any management authority under this section by such management officials.

### Section 3--Personal Rights - Employees

A. The parties agree that it is in the best interest of both parties to promote and maintain a civil and cooperative work environment for all employees.

B. Each employee will be provided with a locker for his/her personal effects. The Employer will not inspect these without good reason. If it becomes necessary to inspect a locker, it will be done with at least two people present, one of which is the affected employee or his/her designated union representative, unless there is an exigent circumstance that requires immediate action.

C. The Employer will make a reasonable effort to hold discussions **between** supervisors and employees which are related to employee's performance, conduct or those of a sensitive nature in private. This does not apply to routine work conversations.

D. All employees who are new to the Park will be introduced to the staff in their immediate workgroup and to the Union's representative during orientation in the first week they report for duty.

E. An employee's decision to resign or retire shall be made freely and in accordance with prevailing regulations. An employee may withdrawal his/her resignation at any time prior to the effective date. If the Employer denies the withdrawal, the reason will be explained and provided to the employee in writing.

F. **At the employee's request, the Employer will provide retirement planning information to bargaining unit employees who are within twelve (12) months of retirement eligibility.** Such information shall include any information routinely provided a prospective retiree.

G. The parties agree that employee participation in the Combined Federal Campaign, Blood Donor Drives, Bond Campaigns and other worthy projects will be on a voluntary basis. This does not preclude giving general publicity and encouragement to employees to contribute. The Employer will not require or coerce employees to invest their money, donate to charity or participate in these activities. The Employer will not consider an employee's decision to make a charitable monetary contribution, donate blood or purchase savings bonds in any employment matter. This does not preclude joint recognition by the Union and management, group awards, and non-monetary awards made solely on the Employer's initiative to support such charitable activities.

H. If the Employer tells an employee that he or she cannot engage in outside employment, the Employer will provide the reason(s) for the disapproval in writing to the employee as soon as possible.

I. The Employer shall notify employees promptly of any emergency call received for them. Where practical, blue envelopes sent directly to employees will be delivered to them unopened. However, it is understood that there may be circumstances where it is necessary for management to open blue envelopes addressed personally to an employee. Normally, park employees will not use the park address as their home address. However, should mail be sent to employees at the park address, the Employer will make every effort to insure that individually addressed mail is not opened. If mail addressed to an employee is opened by mistake, the employee who opened it will reseal, initial and date the envelope and promptly forward it.

J. Employees will be granted reasonable time, consistent with their work assignments, before the end of their tour of duty to clean up. In addition, employees in the Maintenance Division will be granted necessary time before the meal period and at the end of the work day for the purpose of returning tools, cleaning their work area, personal clean-up and travel. Normally this will be limited to 15 minutes.

K. All costumes and period equipment required shall be supplied by the Employer at no cost to the employee.

L. It is understood that employees who are not assigned to a single work site during work hours may need time to get to their assigned location. Such necessary travel time will be noted and built into employee work schedules.

Uniformed employees who choose to take their breaks in public should recognize that visitors may impact on that break. Employees who are not able to take their full breaks or lunch will be properly compensated by extension of the break or pay for lost lunch time if an extension cannot be made.

M. The Employer will defend the good reputation of all employees charged with unfounded visitor complaints. The employee will receive specific notification of the outcome of any investigation.

#### N. Security Cameras

1. Security cameras will not be located in restrooms or locker rooms or other areas and rooms used by employees for dressing and taking care of personal needs.
2. Security cameras will not be used for performance monitoring.

This provision in no way restricts management's rights: (a) to use video surveillance to conduct administrative or criminal investigations; (b) to use such surveillance footage in connection with or in support of disciplinary action; and /or (c) to use such surveillance footage in matters referred to the Office of the Inspector General and/or for criminal prosecution.

### Section 3--Right to Union Representation

If the employee wishes to discuss a problem or potential grievance with a Union representative, the employee shall have the right to contact and meet with the Union representative on duty time. If possible, the employee will be released from duties to contact and meet with the Union representative when he/she requests to exercise this right. If the employee cannot be released when requested, the employee will be notified verbally of the reason and, if requested, in writing. The time will be scheduled at the earliest opportunity.

### Section 4--Union Rights

- A. In all matters relating to personnel policies, practices and other conditions of employment, the parties will have due regard for the obligations imposed by 5 U.S.C. 71 and this Agreement.
- B. INDE officials shall not restrain, interfere with, or coerce representatives of the Union in the exercise of their rights under 5 U.S.C. 71 and this Agreement.
- C. The Union will provide a general notice to employees and the Employer of the exclusive recognition granted to the Union, together with a list of Union-designated representatives, their work locations and telephone numbers to be posted on Union bulletin boards.
- D. Consistent with 5 U.S.C. 71, the Employer will not communicate directly with employees regarding conditions of employment in a manner that will improperly bypass the union under law.
- E. The Employer will provide the Union with reasonable advance written notice of personnel surveys concerning conditions of employment that involve bargaining unit employees when such surveys are proposed at INDE. The Employer will also provide the Union with an advance written copy of survey results as soon as they are compiled or received.
- F. Consistent with 5 U.S.C. 7114(a)(2)(A) as the exclusive representative of unit employees, the union shall be given the opportunity to be represented at any formal discussion between one or more representatives of the agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general conditions of employment. Additionally, consistent with the most up to date FLRA case law, the union will be given the opportunity to attend formal EEO complaint settlement discussions. The employer will give the union sufficient advance notice to exercise its rights under this section.
- G. The Employer will provide a listing showing the name, job title, grade and step of unit employees broken down by Park subdivisions, to the President of Local 2058 on the first day of each month.

### Section 5 – Recording of Conversations

No electronic recording of any conversation between bargaining unit employees and supervisors may be made without mutual consent. If an electronic recording is made, both parties are entitled to a copy of such recording. Nothing in this provision will interfere with the Agency's internal law enforcement, security procedures and/or interfere with the Agency's right to discipline employees.

**Article 3**  
**Temporary, Probationary, Part-Time**  
**and Seasonal Employees**

**Section 1--Temporary Employees**

Temporary employees may be separated at any time upon notice in writing from the Agency. When it is determined that a temporary employee is to be separated without cause, where practicable, the employee will normally be given one (1) week notice.

**Section 2--Probationary Employees**

- A. The Employer agrees to provide probationary employees with the opportunity to develop and to demonstrate their proficiency.
- B. During the probationary period, the employees' conduct and performance in the actual duties of their positions may be observed, their pre-employment background investigated, and they may be separated from the service for such cause.
- C. Probationary employees will be given ongoing counseling about their conduct and performance and their standing through completion of their probationary period.
- D. It is management's intent that, when a probationary employee is to be separated, the employee will ordinarily be given advance notice of termination, when practicable, or such notice as the remaining probationary period permits.

**Section 3--Part-Time Employees**

- A. If a full-time employee wishes to convert to part-time, he/she shall make a request to his/her supervisor. The Employer will give good faith consideration to the employee's request based on the employee's circumstances and the needs of the organization.
- B. Employees who accept or convert to part-time positions have no guarantee that they will subsequently be converted to full-time employment, but the Employer agrees to consider the employee's request based on the employee's circumstances and the needs of the organization. Management will give first consideration, to converting existing part-time employees to full time status before seeking an outside hire for substantially the same job duties, where workload and staffing considerations permit.
- C. The Employer will advise the employee of the effects of change to part-time employment and, in case of change in grade, the salary of the part-time appointment.
- D. Requests for changes to part-time and full-time employment can be made in writing.
- E. An employee who is denied a conversion from full-time to part-time or vice versa shall be notified of the reasons in writing, if the employee requests it in writing.
- F. The Employer agrees to establish regular tours of duty for part-time permanent appointees which are consistent with appropriate law, rules and regulations. Tours of duty for part-time

employees will be established or changed by Standard Form 52. Tours of duty determine the employee's eligibility for pay on holidays as well as other benefits and entitlements under law.

G. The Employer recognizes that part-time employment may be particularly appropriate for certain classes of employees; e.g.,

1. Individuals seeking gradual transition into retirement or another career;
2. Individuals who for health, family, education, or other personal reasons require a reduced workweek.

H. As a general rule a full-time employee will not normally be required to accept part-time employment as a condition of continued employment.

I. Management will give consideration to an employee's request for temporary adjustment of a part-time work schedule because of personal hardship or to permit participation in management approved details, other assignments or training, if operating conditions permit.

#### Section 4--Furlough and Recall Procedures

Employees serving in appointments which are subject to furlough must each be furloughed for a minimum of two pay periods based on employment contract. Beyond that, furlough and recall of seasonal employees will be accomplished in the following manner.

##### Furlough

- A. The Employer shall canvass and furlough first those seasonal employees of the installation who volunteer to be furloughed. If more employees wish to be furloughed than is necessary, the employees with the earliest service computation date will be placed on furlough.
- B. Furlough those seasonal employees with the most recent service computation dates first.
- C. In cases of ties on any roster, the choice shall be determined by lot drawn in the presence of a Union designated observer.

##### Recall

- A. Seasonal employees will be recalled first, based on the earliest service computation dates.
- B. In case of ties on any roster, the choice will be determined by lot drawn in the presence of a Union designated observer.

##### Notices

- A. Notice of recall shall be given to employees at the earliest feasible date, but not less than ten (10) workdays before the effective date of the action.
- B. The Employer will attempt to give employees at least 10 days advance notice of furlough.

## Section 5--Job Sharing/Splitting

### A. Purpose

Job sharing/job splitting provides employees with considerable work scheduling flexibility beyond normal part-time work. It is expected to open opportunities for increased part-time work and provide humanitarian assistance to employees with special spousal care, child care, elder care, or other special needs.

Job sharing/job splitting is limited to two employees in a team. The job sharers are expected to seek management assistance and approval in drawing up the job share plan so that the work will be properly divided.

In the administration and application of the article, all part-time employees shall be treated fairly and equitably in all aspects of personnel management consistent with law, government-wide rule or regulation and this agreement.

### B. Definitions

Job sharing is a form of part-time employment in which the tours of duty of two employees are arranged in such a way as to cover a single full-time position.

Job splitting is a form of job sharing where the duties and functions of one full-time position are split to create two new positions, each staffed by a part-time employee.

### C. Status

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

### D. Tour of Duty

Each employee to the maximum extent feasible shall be informed of his/her regularly scheduled work hours. Management will make every reasonable effort to avoid scheduling additional hours not contiguous with the established tour of duty. If management schedules noncontiguous hours, it will provide an explanation in writing justifying the need to work nonconsecutive hours. The Employer agrees that the statutory, regulatory and contractual provisions shall apply in any situation in which overtime may be worked.

#### E. Flexibility

Job sharing can provide the agency and the employees with considerable work scheduling flexibility. Work disruptions which tend to occur when employees are on extended leave can be reduced through job sharing.

One job sharer might be off for three weeks, but the other would still be on duty and could work additional hours to cover the full schedule in accordance with laws, government-wide regulations and this agreement.

#### F. Job Classification

Job sharers will share identical position descriptions since they are sharing one full-time position. Job splitters may have different position descriptions and career ladders. Job splitting will not be used to reduce the grade(s) of any current positions nor will it be used to compromise any current career ladders.

#### G. Leave

A regularly scheduled part-time employee with less than 3 years of service earns 1 hour of annual leave for each 20 hours in a pay status. With 3 but less than 15 years of service, the employee earns 1 hour of annual leave for each 13 hours in pay status; with 15 or more years of service, 1 hour for each 10 hours in pay status. Hours in pay status include straight-time and overtime hours up to a total of the Agency's basic working hours in a pay period (normally 80 hours). Leave is charged for absence during the hours the employee is scheduled to work. A part-time employee is eligible for all other leave categories e.g., absence without leave, funeral leave or excused absences on the same basis as a full-time employee.

#### H. Holidays

If a holiday falls on a day a part-time employee is scheduled to work and the employee does not work, the employee is paid for the number of hours scheduled for that day. If the part-time employee works during his or her scheduled hours on a holiday, the employee is entitled to holiday premium pay only for those hours scheduled.

#### I. Health Insurance

A part-time employee is eligible to participate in the Federal Employees Health Benefits program. The coverage provided for a part-time and full-time employee is the same but the cost to a part-time employee is greater based on law and government-wide regulations.

#### J. Position Change

A part-time employee is covered by an agency's merit promotion program and should be reassigned, detailed or promoted in accordance with such programs in the same way and under the same circumstances as other career or career-conditional employees. Movement from a part-time to a full-time position is not subject to competition unless required by the procedures in law, government-wide regulations and this agreement governing promotion and internal placement.

#### K. Adverse Actions/Grievances

A part-time employee has the same protection as a full time employee in the event of adverse actions such as suspensions, removals, furloughs and reduction in grade or pay.

#### L. Reduction in Force

In a RIF, part-time employees are placed in a separate competitive level from comparable full-time employees. When released from competitive level, a part-time employee can compete only for other part-time jobs. Similarly a full-time employee has assignment rights only to a full-time position and cannot displace a part-time employee.

#### M. Merit Promotion

A job sharing team may apply for a full time bargaining unit position under agency merit promotion programs but the qualifications of each job sharer should be evaluated individually. If both job sharers are among the best qualified, they should be referred as a team to the selecting official. A job sharer may also apply individually for promotion to a part-time or full-time position. In the latter case, the job sharer would have to agree to a full-time work schedule if selected for the position.

#### N. Pay and Classification

Principles and procedures apply equally to full-time and part-time positions. The grade level of a position is determined by the level of difficulty of work; an employee's work schedule should have no effect on the proper classification of a position.

#### O. Other Provisions

1. If an employee is engaged in part-time work and the Employer deems that it is necessary to convert the individual to full-time work, to the maximum extent feasible, it shall give the employee at least two weeks notice prior to the start of the effected administrative work week. The employee will be given an opportunity to explain how such action may cause undue hardship. The Employer on presentation of a reasonable explanation showing the undue hardship will then make every reasonable attempt to alleviate the situation and to find other ways to accomplish the work. The Employer will afford the employee a written explanation of the reason for change to a full-time position for any period of time exceeding two full pay periods.
2. The employment of an individual in a part-time position or a seasonal position shall

not be a basis for exclusion from participation in a job sharing/job splitting program.

3. Those individuals currently engaged in a de facto job sharing arrangement shall be covered under this article.

4. No employee shall be barred from job sharing on the basis of age, race, marital status or other relationship, Union activity, gender or religion.

5. In the event that one of the employees participating in a job sharing arrangement leaves job sharing for any reason, then the Employer shall make every reasonable effort to assist the employee in locating a new job sharing partner.

6. Employees currently employed in a part-time position and covered by the same position description may request the opportunity to enter into a job sharing arrangement consistent with the terms of this article.

7. The Employer agrees that the entry into job sharing is a strictly voluntary action initiated by the employee's express request and without any form of coercion by the Employer.

8. In the event that one of the job sharing/job splitting participants leaves, the Employer will assist the remaining partner in finding another partner, and will give them a reasonable amount of time to find another partner if management concludes that the needs of the position requires full-time staffing. It is understood that during that period, the employee may be required to increase his/her tour of duty depending upon the needs of the organization and the terms of their job sharing/job splitting agreement.

9. If job splitting is implemented, any changes in employees' working conditions not otherwise covered by this article will be handled in accordance with this Agreement and 5 U.S.C. 71.

10. Employees who enter into job sharing have no guarantee that they will subsequently be converted to full-time or regular part-time employment, but the Employer agrees to consider the employee's request based on the employee's circumstances and the needs of the organization. An employee who is denied conversion shall be notified in writing of the reasons, upon request.

11. Participation in any experiments will not automatically preclude participation in job sharing.

12. The Employer agrees that each member of the job sharing/job splitting team will be provided adequate workspace and will make reasonable efforts to provide in-office security to protect employee's personal belongings.

13. It is understood that job-sharing/job splitting is not intended to require employees to perform job duties when they are not in duty status. Therefore, every effort will be made to minimize the need for communications with employees while not on duty.

14. Leave requests **by** employees in a job sharing situation shall be approved or denied in accordance with this agreement. Leave will not be denied solely on the basis of participation in a job share situation.

15. The Union is not precluded from conducting job share/job splitting surveys which will be mailed to job share/job splitting participants.

16. In order to assist potential job sharers, INDE agrees to publicize potential job share needs in the same manner INDE publicizes leave sharing.

17. Where an employee requests to work part-time and job sharing/job splitting is being considered, INDE will grant reasonable amounts of duty time for employees to speak with/to each other about the possibility of job sharing/job splitting, drafting and revising their proposals, completing the surveys, discussions with the Employer and the Union about job sharing/job splitting and their proposals.

18. INDE will give bona-fide consideration to employees requesting reassignment from a non-job sharing position to a job sharing position and from a job sharing position to another job sharing position. Provided the request is made in writing, an employee whose request is denied shall be notified of the reasons in writing upon request.

19. Awards for job sharers will be consistent with this Agreement.

20. Potential job-sharing/job splitting participants shall submit a written proposal to their immediate supervisor. Potential participants will receive a written response from management within a reasonable amount of time (normally within 10 work days) of submitting their written proposal informing them of acceptance or rejection of their job sharing/job splitting proposal. If rejected, the reasons will be stated. The participants may revise their written proposal to accommodate the reasons given for rejection and resubmit it for another decision.

21. The Employer will give good faith consideration to the employees' initial requests and requests for continuing participation in job sharing/job splitting based on employee circumstances and needs of the organization.

22. If at any time the Union or the Employer believes that there is a problem with the plan, either party may submit to the other party an outline of the situation. Both parties will make a good-faith effort to resolve any problems or misunderstandings expeditiously.

23. The parties to this Agreement recognize that certain positions may involve those that are traditionally career-ladder. In these positions, employees entering into a job-sharing arrangement must be at the journey person grade. In those situations where employees are not in a career-ladder, job sharers must be at the same grade.

24. Performance appraisals for the part-time employees, including job sharing/job splitting, will be handled in accordance with this Agreement. Throughout the tenure in a part-time position the employee's appraisal will not reflect the performance of the job

share partner.

25. Job sharing/splitting will not be used for the purpose of reducing FTE's.

**Article 4**  
**Negotiations During the Term of the Agreement**

**Section 1--General**

A. Either party may propose changes in conditions of employment during the life of the Agreement which are not already covered by the Agreement, amendments, memoranda of understanding or memoranda of agreement.

B. The parties will provide reasonable advance written notice subject to bargaining under 5 USC 71 and appropriate Executive Orders. This notice will include a description of the change, an explanation of how this change will be implemented, an explanation of why the proposed change is necessary and proposed implementation date. Upon notice from the initiating party of a proposed change, the responding party will notify the designated representative of its desire to negotiate on the change with the timeframe set forth herein.

C. The Parties agree to make a good faith effort to submit written proposals, in part or in whole, after any briefing and prior to arriving at the bargaining site. Bargaining will begin as soon as possible and not later than the timeframe set forth herein. All issues not resolved may be referred to the Federal Mediation and Conciliation Service for mediation and/or the Federal Services Impasses Panel for resolution under its rules.

The parties recognize that the timeframes set in this agreement to initiate bargaining are based upon normal circumstances and may occasionally need to be shortened to meet compelling operational needs. The parties agree not to set artificial deadlines for implementing changes in order to circumvent the normal timeframes.

**Section 2--Procedures**

A. The initiating parties designated official will provide the responding parties designee with timely written notice of the proposed change affecting conditions of employment.

B. If either party desires to negotiate on the proposed change, it must request bargaining within ten (10) workdays after the date of receipt of the notice of change. If the request is made by mail, it must be post-marked before the expiration of the ten (10) workday period.

C. Bargaining will begin no later than thirty (30) calendar days after the date of receipt of the notice of change and subject to the ground rules in Section 3.. Should the parties decide to use interest-based bargaining techniques for any bargaining, training for participants will be arranged at agency expense.

**Section 3 – Ground Rules**

The following ground rules apply to all mid-term bargaining entered into as a result of changes initiated by either Party and any corresponding obligation to bargain over such changes under 5 USC Chapter 71. These ground rules are intended to supplement the procedure set forth in this Article and may only be changed by mutual consent.

**A. Negotiating Teams:**

The negotiating teams shall consist of up to 3 persons on each side during the entire negotiating process.

1. Observers will not be permitted unless modified by Section L of this agreement.
2. The parties agree that subject matter experts may be necessary. Each party has the right to present a subject matter expert with 3 days advanced notice.

**B. Chief Negotiator:**

The Chief Negotiator for each team will be the principal spokesperson for their team. The Chief Negotiator is the only individual authorized to make binding decisions on language. Each person has the right to speak in turn. Only one person will speak at a time. When known in advance that a Chief Negotiator, or team member will be absent for any session, the Chief Negotiator will appoint an alternate for that session. An alternate Chief Negotiator is authorized to make binding decisions on contract language.

**C. Official Time:**

Official time for writing proposals will be approved in accordance with Article 33 of the collective bargaining agreement. The number of employees for whom official time is authorized will not exceed the number of individuals designated as representatives of the Employer. Official time for negotiations will be approved in accordance with 5 USC 7131.

**D. General Negotiation Procedures:**

1. The moving party (party requesting negotiations), will initiate negotiations by submitting proposals within 5 days of the notice of change and prior to the beginning of bargaining. Negotiations will not be held on Federal holidays. The initial proposals shall be emailed to the Park Administrative Officer, in Microsoft Word format (.doc or in format as might be in current use for editing purposes).
2. Negotiations will start on a mutually agreed upon day, within the time frame as established in Section 2 C of this article and shall continue on mutually agreed upon dates by the parties. The length of the meal break will be determined by mutual consent; however, any meal break will not exceed 1 hour in duration.
3. The parties agree that face to face negotiations is the preferred process, however, it may become necessary to exchange proposals by telephone, email, fax or any combination of these technologies.
4. No new proposals will be brought up by either side after proposals are exchanged unless by mutual agreement. Proposals shall be discussed in whatever order facilitates the bargaining process.
5. When agreement is reached on a proposal, the Chief Negotiator for each team will initial and date the completed language on both the Employer's copy and the Union's copy. This does not preclude further discussion of the proposal if negotiating another proposal has an impact on the proposal that was signed. Once the Parties agree to language, the Chief Negotiators will execute the completed agreement in the form of a Memorandum of Understanding/Agreement.

**E. Recesses, Caucuses and Rescheduling:**

1. Either team may call caucus at any time. Since neither team will want to discuss proposals or counter proposals or bargaining positions in the presence of the other team, the team requesting caucus will adjourn to caucus area or caucus in the room where negotiations are being held provided the non-caucusing team leaves the room. Caucuses will normally be limited to fifteen (15) minutes or less. If more time is needed to resolve an issue, the Chief Negotiator for the team in caucus will explain the delay to the other team's Chief negotiator.
2. Either party may reschedule a negotiating session with as much advance notice to the other team as possible.
3. Requests for recesses are subject to mutual consent.

#### F. Locations

Negotiations will be held in a suitable meeting room provided by the Employer at a mutually agreed upon site.

1. The Employer will make available for use during negotiating sessions, a caucus space, in close proximity to the negotiations site, customary and routine office equipment, supplies and services, including but not limited to a computer with internet access, telephone, desks and or tables and chairs, office supplies and access to a least one printer, one photocopier and one fax machine. This does not include handheld devices such as cell phones or blackberries.

#### G. Information Requests

1. Relevant information requests will be provided pursuant to 5 USC 7114.

#### H. Mediation and Impasse:

1. If negotiations are unsuccessful, assistance will be requested from the Federal Mediation and Conciliation Service. If mediation efforts fail, all remaining issues will be referred to the Federal Services Impasses Panel.
2. When both parties have in good faith considered each other's proposals and counterproposals on a specific subject and cannot reach an agreement, that subject may be set aside for future consideration, or may be declared to be at impasse by either party, and the services of a mediator may be requested through the Federal Mediation & Conciliation Service. The services of a mediator will not be requested until negotiations on all set-aside articles have been attempted.
3. Should the efforts of the mediator fail to resolve the impasse, and the mediator declares an impasse, either party may petition the Federal Service Impasses Panel (FSIP) within fifteen (15) days of the mediator's declaration.
4. Issues at impasse may be brought back into discussion prior to requesting mediation only when mutually agreed to by both parties.

#### I. Record of Meetings

No official record of negotiations will be maintained except for necessary records of actual time in negotiations. This does not preclude either party from keeping their own respective notes of the negotiations.

#### J. Review/Preparation of Agreement

- a. Any agreement signed by the parties is final and binding subject to the provision of 5 USC 7114(c)(1).

**K. Time Limits:**

All the time limits stated in these ground rules may be extended by mutual consent of the Parties.

**L. Additional Ground Rules:**

Additional ground rules or modification to the present ground rules may be instituted by mutual agreement.

**Section 4 – Waivers**

Nothing in this Agreement shall be deemed to waive either Party's statutory rights unless such waiver is clear and unmistakable.

**Article 5**  
**Dues Withholding**

**Section 1--Payroll Deductions**

Any bargaining unit **employee(s)** may have regular and periodic dues, fees and assessments withheld through payroll deductions if the employee voluntarily completes SF-1187, **Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues**, or its equivalent and has sufficient compensation to cover the amount of the allotment. Withholdings shall include the regular periodic amounts required to maintain the employee as a member in good standing, but shall not include initiation fees, special assessments, back dues, fines or similar items.

**Section 2--Union Responsibilities**

A. The Union will undertake to inform members of the voluntary nature of dues withholding and of the conditions governing a member's cancellation of dues withholding.

B. The Union will forward any SF-1187, or its equivalent, timely and any SF-1188 or equivalent memorandum, within 5 calendar days to the servicing human resources office (SHRO) when such forms or equivalent memorandums are submitted to the Union.

C. The Union will inform the SHRO of the name of any participating employee on dues check off who has been expelled or ceases to be a member in good standing of the Union as soon as possible.

D. The Union agrees to inform the SHRO of changes in the following:

1. The title and address of the individual local Union official responsible for certifying on each employee's authorization form the amount of dues to be withheld.

2. The title and address and/or payee of the individual local Union official to whom remittances are to be made.

3. **Any** changes in the amount of dues. The amount of dues shall remain unchanged until the union certifies to the SHRO that the amount of dues has changed for a particular member or members, showing the specific amount of the new deduction. Such changes shall not be made more frequently than every twelve months, measured from the date of the first change made by the Union. Notification of dues changes must be received by the SHRO two pay periods prior to the pay period for which the change is effective.

E. The Union will purchase and distribute SF-1187s or their equivalent which includes the following language:

Dues withholding may be revoked by submitting an SF-1188 or its equivalent within a 30 calendar day period prior to the anniversary date of signing the SF-1187 or its equivalent, and thereafter within 30 days prior to August 1.

### Section 3--Management Responsibilities

It is the responsibility of management to:

- A. Process voluntary allotments of dues in accordance with this article. Dues changes and SF-1187s or equivalent forms will be processed on a timely basis. Input exceptions will be corrected and re-input at the earliest practicable time with an immediate notice to the Union if there is any problem.
- B. Withhold employee dues on a biweekly basis.
- C. Timely remit to the Union dues withheld as soon as possible after each pay period for which deductions are made, and will include, together with the name of each unit employee for whom a deduction is made during that pay period and the amount withheld.
- D. Upon request from an employee, furnish and process SF-1188s in accordance with the terms and conditions specified on SF-1187s or equivalent forms and this agreement.
- E. The Employer will forward to the designated Union representative(s) copies of SF-1187 and SF-1188 forms received directly from members, upon receipt.

### Section 4--Procedures

The Employer will deduct union dues by payroll allotment from any bargaining unit employee who signs a voluntary dues authorization SF-1187, until that authorization is revoked (SF-1188), as per section 2.C, 2.E and 5.B of this article.

### Section 5--Effective Dates

Effective dates for dues withholding actions will be as follows:

Action	Effective Dates
A. Starting dues withholding	Beginning of the second full pay period after an SF-1187 is received in the central payroll office.
B. Revocation by employee	An employee cannot revoke his/her allotment for union dues for one full year after initial membership in the union. Thereafter it can be revoked within 30 calendar days prior to August 1. Any revocation will be effective two full pay periods after receipt in the central payroll office and no earlier than August 1.
C. Termination due to loss of Membership in good standing	Beginning of the second full pay period after receipt in the central payroll office.

D. Termination due to separation or movement outside unit of recognition, except details and noncompetitive temporary promotions.	Beginning of the second full pay period after receipt in the central payroll office.
E. Changes in dues amounts.	Second full pay period after notice of the change is received in the central payroll office, unless a later date is specified by the Union.
F. Transmittal of remittance checks to Union.	Normally, ten (10) working days from payday.

#### Section 6 – Dues withholding

If the Employer removed an employee from dues withholding based on a contention that employees position is outside the Bargaining Unit, and the FLRA determines the employee's position is properly included in the Unit, the Agency will promptly reinstate the employee's dues withholding authorization and reimburse the union for all lost dues. Pursuant to comptroller General's decision, the Agency will seek to recover the amount of the dues from the employee, incrementally as appropriate.

#### Section 7 – Reinstatement of Separated Employee

If an employee who has been separated by the Agency is reinstated by an arbitrator, the Merit Systems Protection Board (MSPB), the Equal Employment Opportunity Commission (EEOC), or a court of competent authority, the union will be afforded an opportunity to meet with that employee during his or her first week of reinstatement. At the election of the employee, withholding of dues will resume effective the pay period following receipt of the SF 1187 in the payroll office.

**Article 6**  
**Duration of Agreement**

**Section 1--Effective Date**

The contract will take effect on the 31st day after the signing of the agreement, unless disapproved by the Director of Personnel, U.S. Department of Interior or a failure to ratify the agreement by the bargaining unit.

**Section 2--Duration of Agreement**

This Agreement will remain in full force and effect for 3 years from its effective date and automatically renew itself from year to year thereafter on the anniversary date, and each anniversary date thereafter, unless during the period from one hundred and five to sixty calendar days prior to such date, either party gives written notice of its desire to renegotiate or terminate this agreement. The notice must be acknowledged by the other party promptly upon receipt. The party requesting the renegotiation will initiate it by submitting its proposals to the other party. Negotiations shall begin at a mutually agreeable time within sixty (60) calendar days of the initial submission of proposals. These time limits may be changed for a particular negotiation by mutual consent.

**Section 3--Reopener**

Negotiations during the term of this Agreement to add to, amend or modify this Agreement may be conducted only by mutual consent of the parties

## Article 7 Official Travel

### Section 1--Compensation and Travel

To the maximum extent practicable, time spent in travel status away from the employee's official duty station should be scheduled by the Employer within the normal working hours. Where it is necessary that travel be performed during non-duty hours, the employee will be paid overtime in accordance with 5 USC or the Fair Labor Standard Act, if applicable, when such travel constitutes hours of work under these laws and regulations. If such travel constitutes hours of work, the Employer will consider an employee's request for compensatory time in lieu of overtime.

### Section 2--Change from Per Diem Allowance to Actual and Necessary Subsistence Expenses

A. Advance Authorization. An employee scheduled to travel in an area for which a per diem allowance is prescribed, may request advance authorization for travel on the basis of actual and necessary subsistence expenses. Any such request will normally be approved when the supporting justification showing the unusual and exceptional circumstances for the request meet Agency-wide guidelines. Any travel claim for actual expenses will contain an itemization of meal and miscellaneous expenses in addition to a lodging receipt.

B. Post Approval. Reimbursement for actual and necessary subsistence expenses allowable under law and/or rules and regulations issued above the Employer will normally be authorized on a post approval basis if the employee can justify that prudent expenses required by the ordered travel exceed (as defined by Agency-wide guidelines) the prescribed per diem rate. This provision applies only to travel involving assignments of 30 calendar days or less.

### Section 3--Continuation of Approved Travel Expenses

Employees who are unable to arrive at, or return from their destination during regular duty hours will be reimbursed for authorized travel expenses provided said inability to arrive or return is due to arduous travel conditions beyond the employee's control resulting from natural calamity, unavailability of transportation, or severe weather.

### Section 4--Advancement of Expenses

Employees required to travel shall have the option of requesting a travel advance. Such requests shall be filed by the employee as soon as possible and processed by the Employer as expeditiously as possible. Normally the Employer will not require an employee to travel overnight prior to receiving a travel advance. For employees who have a government issued travel charge card (or who have been offered and declined a government issued travel charge card), the travel advance is limited to the M&IE rate applicable to the travel destination for the authorized period of travel. The Employer shall process all claims for travel expenses as expeditiously as possible. If an employee should not have adequate funds, the Employer will make every effort to make alternative arrangements, consistent with agency policy and regulations applicable to such situations.

### Section 5--Use of Privately Owned Vehicles/Government Furnished Vehicles

Bargaining unit employees will not be required to use privately owned vehicles, unless such use is made

a condition of employment. If the Employer decides to make use of privately owned vehicles a condition of employment, the Employer will notify the Union and meet its obligation to bargain under 5 U.S.C. 71.

A. Reasonable periods of time spent by a traveling employee during regular duty hours to make emergency repairs to or refueling of vehicles used to conduct government business will be considered duty time.

B. In situations where a traveling employee is required to pick up or return a government-furnished vehicle from a motor pool, without first checking in and/or out of the permanent duty station, the employee will not ordinarily be expected to leave from home earlier than the same hour he/she would leave to report to their normal duty station, or, upon return, to return home later than the same hour so that he/she would ordinarily arrive had he/she worked at their normal duty station.

C. When an employee uses a privately owned vehicle (POV) instead of an available government-furnished vehicle (GFV), mileage will be paid at the reduced rate consistent with GSA regulations.

D. In all other cases, mileage for the use of the POV will be compensated at the maximum rate permitted by GSA; if it is the most advantageous method of transportation, the mileage for the use of the POV will be compensated at the maximum rate permissible.

E. The Employer will not require employees to drive or ride in unsafe vehicles. When an employee is assigned a GFV that is not functioning or equipped properly, the employee shall report the situation to the supervisor or to the GSA official, whichever is appropriate.

#### Section 6--Document and Property Loss/Theft

An employee is accountable for government documents or property in their possession and/or custody. Employees exercising reasonable care will not be held responsible for documents or property (other than cash) which is lost, stolen or damaged while in their possession. Determinations will be made on a case by case basis. Any determination that an employee is responsible for lost, stolen or damaged property (including cash) may be challenged through the negotiated grievance procedure.

#### Section 7--Protective Assistance

The Employer recognizes that some travel job assignments present a threat to the personal safety of employees. When such circumstances are brought to the attention of the supervisor by employees or the Union, appropriate measures will be taken to assure the safety of the employee.

The parties agree to jointly review existing protective procedures from time to time to assure that employees receive the maximum feasible protection from such dangers.

#### Section 8--Return to Duty Station

An employee on a long-term assignment may be authorized occasional return trips to his permanent duty station at government expense on non-workdays. Approval for such return trips are at the administrative discretion of the authorizing official (55 CG 1291) and may be authorized in accordance with published GSA regulations.

**Article 8**  
**Health and Safety**

Section 1--General

A. The Employer shall provide a safe and healthy work environment in accordance with Executive Order 12196 and the Department of Labor implementing regulations.

B. The Employer and the Union agree to cooperate in a continuing effort to avoid and reduce the possibility of and/or eliminate accidents, injuries and health hazards in all areas under the Employer's control.

The Employer will annually provide all incident and accident figures required by DOI and OSHA to the park Health and Safety committee. These figures will be provided at the Park level and will identify divisions and buildings to the extent available.

C. The Employer must comply with published occupational safety, health and fire standards applicable to the park.

Section 2--Health and Safety Committee

A. The park Health and Safety Committee will continue. The Union will designate a representative for the Committee or an alternate if the designated Union representative is absent.

B. The Health and Safety committee will meet monthly.

C. All committee functions will be performed on paid time not charged to leave.

D. In accordance with applicable laws and regulations, the Employer will provide available information to the committee which is necessary to its duties upon request.

E. The Committee will be responsible for carrying out the following functions:

1. Conducting inspections of Division work spaces. The Union will be notified of the inspections in advance.

2. Preparing reports regarding inspection findings to the appropriate management official.

3. Participating, as appropriate, in inspections of the park conducted by governmental authorities other than park management (OSHA, the City of Philadelphia, etc.). The Union will be notified of these inspections as far in advance as possible.

4. Receiving employee reports of unsafe or unhealthy conditions. Employees may submit such reports to either the Union or management representative. When such a report is received, the Committee will attempt to verify the facts and submit a report to the official in charge of the installation for a determination of appropriate action. This does not preclude immediate action for emergencies. The Union does not waive its rights to notice and the opportunity to bargain on changes. The parties may seek assistance from outside parties with special expertise.

5. Monitoring of abatement plans needed to correct conditions.
6. Referring matters to other authorities as appropriate.
7. Receiving copies of any written response by an Agency official in response to an employee report of an unsafe or unhealthful condition.
8. Monitoring preventative maintenance plans for humidifier maintenance, air conditioning or other HVAC system components.
9. Receiving all reports of security incidents involving threats to employees, their offices and property. Such reports may be sanitized as appropriate.

F. If the Health and Safety Committee should propose or recommend any change in personnel policy, practice or working conditions, the Union will be notified in advance as required by 5 USC 71.

### Section 3--Abatement of Unsafe and Unhealthy Working Conditions

- A. The Employer shall make every reasonable effort to promptly abate unsafe or unhealthy working conditions.
- B. If there is a dangerous, unhealthful or potentially dangerous or unhealthful situation in any location, the first concern is for the employees and the public. Should it become necessary to evacuate a building, management will take precautions to guarantee the safety of employees and visitors. The Union will be notified in cases where an actual health and/or safety situation occurred. The Health and Safety Committee will be notified of the emergency at their next monthly meeting.
- C. An abatement plan will be prepared if the abatement of a potential hazard becomes necessary and is not possible within 30 calendar days. Such plan shall contain an explanation of the circumstances of the delay in abatement, a proposed timetable for the abatement, and a summary of steps being taken in the interim to protect employees from being injured as a result of the unsafe or unhealthy working conditions.
- D. The Union President will be kept informed of the removal progress and asbestos testing at the park.

### Section 4--Training

The Employer will provide employees with the appropriate orientation and/or training that the Employer deems necessary to perform their jobs safely. Such training shall include the location of first aid kits and fire extinguishers for the buildings in which they work instructions in the proper work methods to be used and proper use of required equipment.

### Section 5--Identification of Local Health Service Needs

- A. The Employer and the Union recognize the need and agree to cooperate in identification of local health service needs, such as emergency treatment of illness or injury on the job, periodic

testing for early detection of chronic diseases or disorders, immunization programs, periodic medical examination programs and health education.

B. The Employer will, at a minimum, provide emergency treatment for on the job injuries and an annual health screening by the Public Health Service.

The Employer will try to locate no cost local medical providers for services such as cholesterol, blood pressure and dental screenings, mammograms, etc. and will make such information available to employees. The Employer will also provide physician-recommended flu shots within the scope of the Public Health Service, Federal Employee Occupational Health Unit. The Employer will continue to participate in the Federal Employee Occupational Health Unit, currently located at the Customs House.

A reasonable amount of administrative leave will be granted to employees who avail themselves of these services.

C. The Employer will take appropriate precautions against the spread of infectious disease. Such precautions will include, but are not limited to supplying industrial type liquid soap dispensers and paper towels in bathroom and kitchen areas.

#### Section 6--Inspections

The Employer shall:

A. Assure that a designated Union representative accompanies all formal inspections of agency work places.

B. Assure prompt response to employee reports of hazardous conditions.

C. Inspect each work site facility at least annually.

D. The Health and Safety Committee is authorized to review all inspection forms and to recommend additional abatement/improvement measures to be taken.

E. The Health and Safety Committee may recommend procedures to cover issues such as bomb threats, community violence, temperature conditions, conditions of evacuation, procedures for hazardous weather and similar health and safety problems.

#### Section 7--Temperature Conditions

The parties recognize that temperature and humidity conditions in work areas can have a direct bearing on employees' health. The parties agree that the problem of temperature extremes, either hot or cold, and appropriate measures to reduce the risk of exposed employees are appropriate matters for referral to Health and Safety Committee.

The Employer will permit liberal leave or move employees who may be adversely affected (for example, an employee with a medical condition such as asthma made worse by heat and/or humidity) by temperature and humidity in work areas to other work locations.

#### Section 8--Reporting Unsafe Conditions

The Employer shall assure that no employee is subject to restraint, interference, coercion, discrimination, or reprisal for filing a report of an unsafe or unhealthy working condition.

#### Section 9--Hazardous Materials (HAZMAT)

A. All construction and/or space modification contracts and/or work orders will include review and testing for HAZMAT, where appropriate. If HAZMATs are present, the Employer will require their proper containment or removal. The Union will be notified in advance, if at all possible. All abatement and containment procedures will conform to OSHA standards.

B. The park will follow integrated pest management procedures in the application of insecticides and other like chemicals. To the extent that the Employer has control, there will be no application of insecticides and other like chemicals indoors during working hours.

#### Section 10--Onsite Security

A. The Employer will make reasonable efforts to protect employees from abusive and threatening visitors and will take all reasonable precautions to ensure such protection.

B. The Employer will provide adequate Onsite security to ensure employee safety.

C. All phones will be labeled with appropriate emergency numbers.

#### Section 11--Emergency Preparedness

A. Each facility shall have an emergency preparedness plan. This plan will show the chain of command and cover employee procedures in the event of fire, earthquake, bomb threat, tornado, flood, or similar emergency. Evacuation drills will be conducted at least semi-annually.

B. The Employer agrees to make reasonable efforts to assure that each installation has adequate personnel available to administer cardio-pulmonary resuscitation (CPR).

1. The Employer will provide CPR shields and masks for CPR volunteers.

2. Training for CPR certification and/or recertification will be at no cost to the volunteer.

C. The Employer agrees that the first concern when an employee is injured on the job is to make certain that he/she gets prompt emergency medical aid. Doubts over whether medical attention is necessary will be resolved in favor of arranging medical aid.

D. When an employee at work needs assistance to get to a medical facility because of sudden illness or incapacitation, the Employer will arrange for transportation. If a coworker is required to transport the employee, there will be no charge to leave for the coworker.

E. The Employer agrees to maintain adequate first aid supplies in all buildings open for visitor use, office use or employee locker areas.

#### Section 12--Stress

The parties agree that recognizing, minimizing and coping with stress are essential parts of employee wellness. The Employer will make every effort to provide annual training on stress reduction. Employees who feel they are experiencing harmful levels of job related stress may contact the Employee Assistance Program.

#### Section 13--Smoking

The Employer will make every effort to provide a no or low cost smoking cessation program available to each employee who wishes to participate. Employees who wish to stop smoking but who are unable to successfully complete a smoking cessation program, or who have quit smoking but are experiencing related difficulties, may seek additional assistance through the Employee Assistance program. Employee participation in counseling or cessation programs related to smoking is strictly voluntary.

#### Section 14--Job Safety Analysis

Any written report will be supplied to the Health and Safety Committee.

#### Section 15-- Computer Operations

A. INDE will make every reasonable effort to provide employees, as appropriate, with ergonomic workstations. (Ergonomics is the process of adapting products and processes to human characteristics and capabilities in order to improve people's well-being and to optimize productivity.) Where a workstation contains a VDT, the Employer will make every reasonable effort to prevent unnecessary and/or otherwise awkward work postures and working movements. Efforts will be made to enable the employee to vary work posture and movement.

B. Adequate task lighting will be provided.

C. Employees who operate a VDT will, upon request, be provided with adaptive devices to prevent repetitive strain injuries.

D. Employees with special needs stemming from factors such as height, weight or disability will be accommodated on a case-by-case basis.

E. VDT users shall be trained on the normal use of VDT's, furniture and associated equipment and its safe and healthful operation. Employees should report problems such as flickering screens, unclear screen images, and adjustments for contrast or brightness are not working, and so on.

F. The Employer will promptly initiate the necessary adjustments, repairs or replacement.

G. Where an employee uses a VDT for at least one continuous hour, he/she shall receive a 5-minute non-VDT work break for every such hour. Such breaks will be in addition to regularly scheduled rest periods.

H. The Employer will make every reasonable effort to accommodate pregnant VDT operators, who request transfer to another function.

#### Section 16--Indoor Air Quality

A. The Employer shall provide safe and healthful indoor air quality by conforming to all applicable laws, guidelines, regulations and/or policies.

B. Onsite investigations/inspections will be conducted when a problem concerning indoor air quality or building related illness is brought to management's attention. These investigations/inspections shall meet the criteria of applicable regulations and protocols.

C. In compliance with engineering standards, INDE shall maintain ventilation efficiency by:

1. ensuring that, as appropriate, outdoor air supply dampers and room vents are open;
2. removing or modifying partitions or obstructions which block fresh air flow;
3. balancing the system to prevent inflow or outflow of contaminated air due to pressure differentials between rooms.

D. The Employer agrees to eliminate or control all known and potential sources of microbial contaminants by assessment and appropriate response to all areas where water collection and leakage has occurred including floors, roofs, HVAC cooling coils, drain pans, humidifiers containing reservoirs of stagnant water, air washers, fan coil units, and filters. Such response will normally require prompt cleaning and repair of contaminated areas.

E. The Employer will provide alternative work arrangements or liberal leave will be authorized for employees who may be adversely affected by renovation, painting, carpet laying, pesticide application, etc. Adequate ventilation will be supplied before, during and after such work is done.

#### Section 17—Alcohol and Drug Testing

A. Drug Testing at INDE based on current Department of Interior Policy on Drug/Alcohol Free Workplace and Drug Testing Procedures (Personnel Bulletin 12-10, Drug Free and Alcohol Free Workplace and Drug Testing Procedures dated September 10, 2012). Individuals may be selected for testing in one or more of the categories below:

1. Reasonable suspicion testing
2. Injury, Illness, Unsafe, or Unhealthful Practice Testing
3. Random testing of identified "Testing Designated Positions"
4. Applicant Testing
5. Follow-up Testing
6. Voluntary Testing

B. Drug and Alcohol Testing under the Department of Transportation (DOT) regulations (49 CFR 382) will be based on the current DOI policy on Drug/Alcohol Free Workplace and Drug Testing Procedures.

C. Procedures for performing urine collection are addressed in the Personnel Bulletin 12-10, Drug Free and Alcohol Free Workplace and Drug Testing Procedures, dated September 10, 2012. The Union will be notified in advance if changes to these procedures are proposed. The union retains its rights to negotiate impact and implementation if any changes to working conditions result.

D. The Employer will provide to the Union the names and work telephone numbers of the Medical Review Official (MRO), Drug Program Manager, Drug Program Coordinator, Site Coordinator(s), Specimen Collectors and any other official with responsibility for alcohol and drug testing of bargaining unit employees at INDE. This list will be updated as changes occur.

E. A notice summarizing general drug testing procedures will be provided to each affected employee at orientation when they are hired and at least once a year thereafter. The notice will be provided in advance to the Union for comment and the first reminder will be issued no later than 60 days after the agreement is signed. A copy of this agreement will be attached to the notice.

F. Several bargaining unit employees in jobs graded under the 5703 standard are the only employees determined to be in "Testing Designated Positions" in the park at this time. These employees are subject to drug testing under section A. above.

G. Several bargaining unit employees are required to have Commercial Driver's Licenses and identified as being assigned to "Safety Sensitive Positions" under the DOT program. The park has one motor vehicle which meets the definition of a Commercial Motor Vehicle (CMV), specifically the trash truck. These identified bargaining unit employees will be subject to alcohol and drug testing under section B. above.

H. If additional positions are identified by the park under either testing program, the Union will be notified in advance.

I. Bargaining Unit employees or the Union may appeal the designation of a position as a Testing Designated Position through the negotiated grievance procedure. (The requirement for a CDL and required testing is not appealable.)

J. Individual notices for employees subject to testing under either program will conform to the guidelines in the DOI manual in item # 1 (370 DM 792,9.7(B)). In addition, appeal procedures will be included in the notice. Vacancy Announcements or other solicitations for this position (including details) will state "All applicants tentatively selected for this position will be required to submit to urinalysis to screen for alcohol and/or illegal drug use prior to appointment or reassignment."

K. Contact information for the Employee Assistance program (EAP) or similar employee program furnished by the Agency will be made available on park bulletin boards and on the park's intranet site. The Union will be notified in advance of proposed drug education activities for bargaining unit employees. Such activities offered during work hours will be on paid time not charged to leave. Activities offered during non-work hours will be voluntary.

L. All drug testing records for individuals are confidential. Employees will be granted timely access to any documents or data prepared and/or maintained in connection with drug testing procedures. The employee will request this information from the Superintendent or their designee and will make the request in writing.

**Article 9**  
**Employee Injury, Reasonable Accommodation and Fitness for Duty**

**Section 1--Disability Compensation (OWCP)**

A. When an employee suffers job-related illness or injury in the performance of duties and reports it, the supervisor and/or personnel office will counsel the affected employee on the following:

1. His/her right to file for compensation benefits;
2. The types of benefits available; and
3. The procedure for filing claims.

B. An employee who has filed for compensation benefits will be counseled, upon request, by his/her supervisor and/or a personnel specialist at any stage in the processing of the case concerning such options as may be available to the employee at that point.

C. An employee with a job-related injury/illness (including conditions aggravated by job-related factors) may elect to be placed on sick or annual leave instead of leave without pay, pending approval or disapproval of his/her compensation claim. Employees shall have the option of buying back the leave used and having it reinstated to their account if their claim for compensation is approved.

D. Where the employee requests and supports the request with appropriate medical information, the Employer will make a serious effort to assign the employee to duties consistent with the employee's medical needs.

**Section 2--Reasonable Accommodations for Employees with Disabilities**

A. INDE will **expeditiously** consider requests from employees with disabilities for reasonable accommodations. INDE will offer reasonable accommodation to the known physical or mental limitations of qualified individuals with a disability, unless the agency can demonstrate that the accommodation would impose an undue hardship on the operation of INDE's program as defined in 29 CFR 1614.203.

B. Reasonable accommodation means an adjustment made to a job and/or the work environment that enables a qualified person with a disability to perform the duties of that position. Individual accommodations will be determined on a case-by-case basis, taking into consideration the employee's specific disability, existing limitations, the work environment and any undue hardship imposed on the operation of INDE's program as defined above.

C. Should a non-probationary employee become unable to perform the essential functions of his or her position due to a disability even with reasonable accommodation, the agency will make every reasonable effort to reassign the employee when a vacant position is available and the other conditions in 29 CFR 1614.203(g) are met.

D. Both parties agree that in many cases, changes in the work environment enable persons with disabilities to more effectively perform their job duties. An employee may be provided assistive

devices if the Employer determines that the use of the equipment is necessary to perform official duties.

E. For employees with disabilities, job restructuring is one of the principal means by which some qualified workers with disabilities can be accommodated. The principal steps in restructuring jobs are:

1. Identify which factor, if any, makes a job incompatible with a worker's disability.
2. If a barrier is identified in a nonessential job function, it may be eliminated so that the capabilities of the person may be used to the best advantage.
3. Job restructuring does not alter the essential functions of the job, rather, any changes made are those which enable the person with a disability to perform those functions.

### Section 3--Fitness for Duty Examinations

A. When there are reasonable grounds to believe that a health problem is causing performance or conduct problems of an employee, the employee shall be given an opportunity to provide existing medical evidence documenting the health problem affecting his/her performance or conduct.

B. The Employer may direct an employee to undergo a fitness for duty examination only under those conditions authorized in OPM regulations. All such medical examinations ordered or offered shall be at no cost to the employee and performed on duty time at no charge to leave.

C. The Employer may require an employee receiving worker's compensation benefits or assigned to limited duties as a result of an on-the-job injury to report for medical evaluation when the Employer has identified an assignment or position (including the employee's regular position) which it reasonably believes the employee can perform consistent with the medical limitations of his/her condition.

D. The Employer may offer a medical examination when an individual has made a request for a change in duty status, assignment, or working conditions or any other benefit or special treatment for medical reasons (including reemployment on the basis of full or partial recovery from a medical condition) and the Employer, after it has received and reviewed existing medical documentation, determines that it cannot act further on the request without verification of clinical findings and current clinical status.

E. All records pertaining to the employee's examination and, as applicable, any personal information included with an application for disability retirement are confidential and may be disclosed only to those with an administrative need to know or as specifically authorized by the subject employee in writing.

**Article 10**  
**Hours of Work, Flextime, Alternative Work Schedules**

**Section 1 -- General Policy**

- A. Hours of work for employees shall be in accordance with law and regulations.
- B. A break of fifteen (15) minutes will be provided for each four hours of work for employees who work eight hour tours of duty. The breaks will normally occur in the middle of each four-hour period. The same breaks will be provided for employees who work on other than the normal eight-hour tour of duty. There will be no charge to leave for such breaks. Employees may leave the work area during a break.
- C. The occurrence of holidays will not affect the designation of the basic work week
- D. Neither this Article or its appendices precludes an employee from requesting an altered tour of duty for specific personal reasons (e.g. childcare, education, and so on).
- E. It is recognized that alternate work schedules may only be appropriate for some employees depending on their job and functions. It is also recognized that some employees may only be eligible for an alternate work schedule seasonally. It is further recognized that a "fixed shift" with fixed arrival and end times and fixed hours of work are the default schedules approved by management unless an alternative work schedule as listed below in Section 3 is requested in writing and approved by the supervisor with Division Chief concurrence.
- F. All bargaining unit employees will take an unpaid lunch period/meal break of at least 30 minutes and not more than 60 minutes when shifts are more than six hours in duration.

**Section 2--General Definitions**

- A. "Basic work requirement" means the number of hours, excluding overtime hours, that an employee is required to work or is required to account for by leave or otherwise.
- B. "Overtime" means work performed by an employee in excess of eight hours in a day or in excess of 40 hours in an administrative work week and that is ordered or approved by the Agency. For employees on a compressed work schedule, overtime means work performed in excess of the scheduled work hours (8, 9 or 10 depending on the schedule). Credit hours are not overtime.
- C. "Core Hours" means that period of time when all employees on a particular shift are expected to be at work. Core hours and flexible start times will be determined by the Supervisor with Division Chief concurrence based on operational needs.
- D. "Alternative Work Schedule" (AWS) means both flexible work schedules and compressed work schedules
- E. "Fixed shift" means a work day with fixed employee arrival and departure times. These times are normally standardized and not variable.

F. "Flexitime" means an 8 hour work day in which the employee may vary the time of arrival and departure on a daily basis. A flexible work schedule includes "core time" and "flexible bands."

G. "Compressed Work Schedule" (CWS) means, in the case of a full time employee, an 80-hour biweekly basic work requirement that is scheduled for less than 10 work days; and, in the case of a part-time employee, a biweekly basic work requirement of less than 80 hours that is scheduled for less than 10 work days and that may require an employee to work more than 8 hours in a day.

H. "5-4-9" is an 80 hour biweekly basic work schedule that includes five (5) work days in one week and four (4) work days in the second week of the pay period.

I. Flexible work schedule (FWS) means a work schedule established under 5 USC 6122, that –

(1) in the case of a full time employee, has an 80 hour bi-weekly basic work requirement that allows an employee to determine his or her own schedule within the limits set by the agency; and

(2) in the case of a part-time employee, has a biweekly basic work requirement of less than 80 hours that allows an employee to determine his or her own schedule within the limits set by the agency.

Flexible hours (also referred to as "flexible time bands") means the times during the workday, work week, or pay period within the tour of duty during which an employee covered by a flexible work schedule may choose to vary his or her times of arrival to and departure from the work site consistent with the duties and requirements of the position (See 5 U.S.C. 6122 (a) (2)).

J. Credit hours means any hours within a flexible work schedule which are in excess of an employees' basic work requirement and which the employee elects to work so as to vary the length of a work week or work day.

### Section 3--Available Schedules

- A. 5-4-9 schedule is a type of compressed work schedule in which a full time employee works eight 9-hour days and one 8-hour day for a total of 80 hours in a biweekly pay period, exclusive of the meal period. Part time employees will fulfill their work requirement, as established in their appointment, over a 9-day biweekly pay period. The parties will negotiate the number of hours a part time employee must work each day, based on the particular part time appointment.
- B. 4-10 schedule is a type of compressed work schedule in which a full time employee works 10 hours a day, 40 hours a week and 80 hours a biweekly pay period, exclusive of the meal period. Part time employees will fulfill their work requirement, as established in their appointment, over a 9-day biweekly pay period. The parties will negotiate the number of hours a part time employee must work each day, based on the particular part time appointment.
- C. Flexitour – Employees select arrival and departure times subject to agency approval. (This results in a fixed schedule until the next selection period, as determined by the agency). At the request of an employee, the agency may approve an **adjusted** arrival and departure time.

Employees working a flexitour are required to work during the core hours. Employees may choose starting time between the hours of 7 and 9 am and quitting times between the hours of 3:30 and 5:30pm. They will work eight (8) hours each work day, for a total of 80 hours each biweekly pay period, exclusive of the meal period.

- D. Flextime - Flexible Work Schedule means an eight hour work day in which the employee may vary the time of arrival and/or departure on a daily basis.

#### Section 4 – Credit hours

Employees who work flexible schedules (i.e. flexitour) may earn credit hours. Employees working fixed or compressed work schedules are not eligible to earn credit hours.

Employees must request to work credit hours in advance. The request will be approved or denied by the supervisor as soon as possible. Upon request of the employee, the earning of credit hours may be approved retroactively where the circumstances warrant (e.g. where it was impractical for the employee to obtain advance approval). Credit hours may be earned and used in ¼ hour increments.

The use of credit hours will be subject to the same criteria as annual or sick leave. An employee may use earned credit hours for all or any part of any approved leave. Credit hours must be earned before they may be used. If used in lieu of annual leave, advanced supervisory approval is required.

Full time employees may earn and carryover a maximum of 24 credit hours to a succeeding pay period. Part time employees may earn, accumulate and carry over one-fourth of the hours in their biweekly basic work requirement. A full time employee who has accumulated more than 24 credit hours (or a part time employee who has accumulated more than the maximum allowed) is subject to forfeiture of the excess credit hours if they are not used prior to the end of the pay period.

#### Section 5 – Schedule Changes

In accordance with 5 U.S.C. 6101 and 5 C.F.R. 610.121, the employer agrees to provide at least seven (&) calendar days advance notice in writing of schedule changes. However, when the Superintendent or their designee determines that the organization would be seriously handicapped in its mission or if costs would be substantially increased, this notice period may be shortened or eliminated. The Superintendent or their designee will provide written notice and explanation of their decision to the union president in the event of such circumstances. The grievance period for the purposes of this begins with the delivery of the notice.

#### Section 6 – Time Keeping

Employees in the Asset Preservation and Maintenance (AP&M) division will not be required to use time clocks to record time and attendance. If management implements an electronic time and attendance procedure, the union will be entitled to negotiate the impact and implementation of that method. All other divisions will continue to use the existing time and attendance procedures.

## **APPENDIX A Flextime Plan**

### Section 1—Purpose

This appendix sets forth the flextime procedures to be followed at INDE for those employees who are eligible and who choose this type of schedule.

### Section 2--Employee Options

Employees who have the option of participating in the flextime plan must request flextime in writing. Employees have the option for changing from a fixed shift to Flextime at the beginning of the first full pay period in every quarter.

### Section 3--Flextime

A. Flexible Work Schedule means an eight hour work day in which the employee may vary the time of arrival and/or departure on a daily basis. A flexible work schedule includes core time and a flexible band. "Flexible time and flexible bands" mean the specific periods of the work day during which employees may opt to vary their arrival and departure times. Employees may choose their start time daily.

B. The flexible start times are from 7:30 AM through 8:30 AM in the morning.

C. Core Time is 9:00 AM to 4:00 PM.

### Section 4— Flextime provisions

A. All bargaining unit employees are expected to use a serial or sequential Time and Attendance Roster each day (later arrivals sign after earlier arrivals).

B. To the extent feasible, existing lunch and break times will continue.

C. The conditions listed below are examples of reasons that may be cause for a temporary return to a fixed shift for all or some participating employees:

1. Court Leave - Employees serving on jury duty will automatically revert to fixed shifts for purposes of returning to work when court closes early or their services are not needed by the court.
2. Offsite Training - Employees who are scheduled to attend all day or partial day offsite training may be required to revert to fixed shift working hours.
3. Travel Status - Employees who will be in travel status will either revert to fixed shift hours or remain on flextime, depending on operational needs.
4. Delayed Openings - When the opening of the park is delayed or prevented due to hazardous weather or other conditions beyond the control of the Employer, all employees may be informed by the usual methods that they will revert to fixed shifts.

D. Consistent with operational needs, training and meetings will be scheduled to minimize interference with the use of the morning flexible band. On days that training and/or meetings must be scheduled, employees will arrange their time of arrival to be present for the training and/or meeting. If an employee's non-work period or non-work day causes him/her to miss meeting(s) or training session(s) concerning information for which an employee will be held officially responsible, his/her supervisor will ensure that this information is timely conveyed to the employee.

## **APPENDIX B CWS Plan**

### Section 1-- General

Permanent fulltime Federal Wage System employees in the park will work a "5-4-9" CWS schedule. Employees working under this CWS plan will work a fixed shift beginning at 7:00 AM and ending at 4:30 PM on 9 hour shifts and ending at 3:30 PM on 8 hour shifts with the following exceptions:

- a. Up to three custodians or custodian/laborer positions may be assigned to a tour of duty beginning at 11:30 AM and ending at 9:00 PM on 9 hour shifts and 8:00 PM on 8 hour shifts. These positions will be assigned to the most senior of the volunteers (SCD) or, if insufficient volunteers, the most junior of those who have not volunteered. Employees whose performance on this shift is below standard will forfeit their seniority right to this shift. The requirements of Section 4.C of this appendix also apply to assignments to this shift.

In the 5/4/9 plan, participants will work eight 9 hour days each pay period plus one 8 hour day for a total of 9 work days in each pay period. Participants will have 5 non-work days in a two week pay period.

### Section 2--Scheduling

Employees will be given an opportunity to request their preferred CWS day off. Management will consider operational needs and employee preference in making assignments and reassignments to work schedules. Once operational needs are taken care of, any other conflicts in scheduling that result will be resolved in favor of the employee with the earliest Service Comp Date.

### Section 3--Holidays

Prior to implementation, the Employer will inform employees of the effect compressed work week schedules have on holidays, overtime pay and premium pay. If a holiday falls on an employees' day off due to the 5/4/9 schedule, the employee will get the preceding work day off as an "in lieu of" holiday.

### Section 4--Temporary Suspension of CWS

- A. Occasions may arise when the CWS plan must be temporarily suspended as a result of an operational emergency. The Employer shall make every reasonable effort to avoid suspension of an employee's work schedule.
- B. Employees who are scheduled to attend offsite training may have to revert to the working hours in effect at the training site. Their CWS tour may also be temporarily suspended during the pay periods in which the training falls.
- C. Any employee who has been suspended for leave or attendance issues will be ineligible for this program for 1 year after the imposition of that suspension. Any employee who is under a letter of restriction for leave issues will be ineligible for a CWS work schedule while under restriction.

## **Article 11 Overtime**

### **Section 1. General Provisions**

- A. Overtime shall not be distributed or withheld as a reward or penalty.
- B. When an employee, whether covered by the Fair Labor Standards Act (FLSA) or exempt, works overtime, such overtime will be scheduled and paid in increments of 15 minutes.
- C. Employees covered by both the FLSA and Title 5 U.S.C. shall receive overtime compensation in accordance with whichever benefit is greater. Employees will not be required to take off during regular shift hours in their regular work week in order to compensate or offset overtime hours worked.
- D. Employees covered only by Title 5 U.S.C., when approved by management, can accrue and use compensatory time. When feasible, the Employer shall grant such an employee's request for compensatory time rather than payment for overtime.
- E. When the Employer determines that the duties normally assigned to a bargaining unit employee are to be performed in an overtime status, bargaining unit employees who have been assigned to those duties will be offered the overtime opportunity before it is offered to employees who are not normally assigned those duties. The Parties understand that there may be circumstances when non-bargaining unit employees will be assigned overtime in lieu of bargaining unit employees, however, such circumstances are rare and not the norm.
- F. Employees who volunteer or who are asked to "stand by" for work outside their regular tour of duty will be appropriately compensated.
- G. Employees who are called back to work for a period of overtime unconnected to their regular tour are entitled to a minimum of two (2) hours overtime pay.
- H. When scheduled overtime is to be mandated for all employees in the occupation/operating entity, employees will be notified in advance, whenever possible. Advance notice, within reason, will be given for all other overtime work, whenever possible.
- I. Employees will not normally be scheduled to perform functions outside the scope of their position descriptions unless the number of qualified volunteers for those functions is insufficient.
- J. During overtime work assignments at the conclusion of an eight hour work shift, an unpaid break of one half hour will be allowed if (1) employee so elects, and (2) park operations permit. An employee shall be authorized a fifteen minute break for each four hour segment of overtime, unless waived by the employee.

### **Section 2. Overtime Scheduling/Procedures**

The parties recognize that park needs may involve the use of overtime work. Overtime work can be accomplished on a voluntary basis and on an involuntary basis. The Employer may require employees to work overtime. The Employer will determine the number, qualifications and specialized skills and

abilities necessary to perform overtime work. The Employer maintains the right to offer overtime work first to the employees who customarily perform the duties, as agreed in Article 11. 1, E. of this contract. The following procedures for assigning overtime may not result in equal number of hours of overtime for each employee. Overtime opportunities will be determined in accordance with the following procedures.

Facility managers in APM, the Operations Chief in I&E and the Dispatch Supervisor will each maintain a roster of employees by service computation date (SCD) in descending order. The Inventory Management group will be added to the roster maintained by the Grounds Facility Manager. New employees, including temporary employees will be added to the roster according to their SCD.

Sign-up sheets will be posted for employees to indicate interest in specific overtime opportunities.

#### Voluntary Overtime

- A. When an overtime opportunity becomes available; the Employer will use the sign-up sheet and the roster to select the next available employee(s) for the overtime.
- B. Employees who work the overtime opportunity will be moved to the bottom of the roster. Employees who decline an overtime opportunity will retain their position for the next opportunity. Employees whom the Employer is unable to contact will maintain their position on the roster.
- C. Supervisors may skip someone on the roster when it is determined that the particular employee does not possess all the qualifications to perform the particular overtime assignment. In such cases, the employee retains his/her position on the roster for the next assignment.

#### Involuntary Overtime

If an overtime opportunity need cannot be met on a voluntary basis, the Employer can meet the need by assigning involuntary overtime, using the involuntary overtime roster. The roster will list employees by SCD in ascending order.

- A. Each involuntary overtime need will be assigned to qualified employees on the roster on a rotational basis.
- B. The Employer may skip someone on the roster when it is determined that the particular employee does not possess the proper or desired qualifications/expertise or knowledge to perform the particular overtime assignment. In such cases, the employee who was skipped retains his/her position on the roster for the next assignment.
- C. Employees on leave will not be required to work involuntary overtime unless the superintendent declares an emergency.

All overtime sign-up sheets and used rosters will be maintained by the Employer for no less than 45 days. Records of overtime offered, worked and refused will be kept by the Employer and may be reviewed by the Union upon request. These records will be kept in accordance with policy and law.

Overtime will be assigned fairly and equitably on a rotating, functional basis without discrimination among all qualified employees. Neither history of leave usage or leave balance will be a factor.

The Employer may determine that it is unsafe for an employee to work certain overtime assignments because of hours already worked or scheduled to work and additional hours would create unsafe conditions.

Cancellation of scheduled overtime without prior notice shall be kept to a minimum. The employee is guaranteed two hours overtime pay, if not given prior notice of the cancellation of overtime, and he/she is en route or has arrived to the park to report for scheduled overtime.

**Article 12**  
**Use of Official Facilities and Communications**

Section 1—Office Space and Furnishings

- A. The Employer will continue to provide the Union office space and furnishings such as are being provided on the effective date of this agreement. 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. All space provided is solely for the use of Local 2058 or employees of AFGE in the park on Local 2058 business.

Section 2—Non Duty Use of Facilities

- A. The Employer agrees that a conference room shall be made available for local meetings before or **after** duty hours or during lunch periods, if such space is not already committed.
- B. Insofar as the local President is an NPS employee, an access card will be provided to the headquarters building, if he or she does not have one. The card is to be used for purposes of access to the building for after-hours union activities. The Union President will notify Dispatch of his or her entry or exit during non-duty hours. This access card will not be used by anyone else or for any other reason.

Section 3—Telecommunications System

- A. The Employer will continue to make one VOIP telephone and a telephone line available to the Union for the conduct of labor-management relations.
- B. The Union agrees that telephones will not be used for internal Union business.

Section 4—~~Other~~ Facilities and Services

- A. The Union will have access to a photocopier, a fax machine, and internal (interoffice) 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).
- B. The Employer will provide the Union with either one PC or one laptop computer with standard software programs. If the Union wishes to add software additional to what is standard, NPS IT staff will review the software program, approve or disapprove it, and if approved, install the software on the **government** owned equipment. The union will request IT Staff assistance in the same **manner** that any other IT service request is made. The government owned computer will have internet access for the Union's use. All regulations surrounding the use of government computers apply.
- C. The Union shall be provided with space next to the Park's official bulletin boards in areas normally used for communicating information to employees.

- D. All government furnished equipment must be signed for and accounted for by the Union President in accordance with NPS property regulations.
- E. Upon request, the Employer agrees to provide links or electronic access to any personnel policy, instruction or guideline.

#### Section 5—Bulletin Boards

- A. The Employer will provide Union bulletin board space in park buildings where employees normally assemble for duty to begin their workdays. Existing Union bulletin boards spaces will continue. When bulletin boards are added or replaced, new Union bulletin board space will be at least 24 inches x 36 inches. Union bulletin board space will be prominently identified as such and will be located in areas accessible to bargaining unit-employees.

#### Section 6- Distribution of Union Publications

- A. Official publications of the Union may be distributed on INDE property by Union representatives during the non-duty time of the Union representatives who are distributing and the employees who are receiving the materials. Distribution shall not disrupt operations or occur in the presences of park visitors. All such materials shall be properly identified as official Union issuances.

#### Section 7- Copies of the Agreement

- A. The Employer will provide ten (10) copies of this agreement to the local President for ratification purposes. Within thirty (30) days of approval by the Department of the Interior, the Employer will provide a copy of this agreement, printed in type that can be easily read, to each bargaining unit employee on board, and to every new bargaining unit employee hired thereafter. The Employer agrees to reasonably accommodate employees with special needs.
- B. Twenty-five (25) additional copies of this agreement will be provided to the Union.

#### Section 8- Health Insurance Plans Information

- A. The Employer agrees to provide bargaining unit employees with information on open enrollment periods and, upon request, information on the various types of health plans available to employees whenever this information is provided to the Employer. Health fairs will be announced to all employees within one week of their announcement to the Employer.

#### Section 9--Addressing New Employees

- A. The Union will have an opportunity to address new bargaining unit employees during orientation sessions. Management will notify the Union at least one week in advance of the orientation sessions. Onsite stewards may introduce themselves to new employees on the job.

**Article 13**  
**Parking and Transportation**

Section 1--Parking Policy

A. The Employer and the Union agree to encourage employees to utilize public transportation and carpools to the maximum extent possible. The Employer agrees to provide a bulletin board in park headquarters to facilitate the formation of carpools, and to permit employees seeking to participate in carpools to advertise their intention in the Aurora.

B. The Employer will make every reasonable effort to obtain reduced rate area parking for park employees.

C. Bus tokens or public transportation will continue to be provided for employees who are assigned to duties that are not within normal walking distance.

**Article 14**  
**Contracting Out Bargaining Unit Work**

Section 1--Prior Notification to Union

When the Employer anticipates contracting out of work presently being performed by bargaining unit employees, regardless of how the contract is to be implemented (i.e., competitive, minority, SBA contract, etc.), the Union will be notified prior to the solicitation. The notice will include general information concerning the employees who may be affected.

Section 2--Union Requested Discussions

Following such notice, upon request from the Union, the Employer will meet with the Union to discuss the information contained in the notice.

Section 3--Management Decisions

The decision by the Employer to contract out work presently being performed by bargaining unit employees will be made in accordance with applicable rules and regulations.

**Article 15**  
**Reduction-in-Force and Transfer of Function**

Section 1--Negotiations

The Employer and the Union recognize that unit employees may be seriously and adversely affected by a reduction-in-force and/or transfer of function action.

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

Section 2--Notification to Union

A. Written notification shall be made at the earliest possible date and preferably 60 days prior to the advance notice to employees. The notification will included:

1. The reason for the action to be taken;
2. The approximate number of employees who may be affected initially;
3. The types of positions anticipated to the affected initially; and
4. The anticipated effective date that the action will be taken.

B. The Employer shall provide the Union, upon request, information in accordance with 5 U.S.C. 7114(b)(4).

Section 3--Notice to Employees

The Employer will give an advance notice of 60 calendar days to employees who may be affected by a reduction-in-force action.

**Article 16**  
**Training and Career Development**

**Section 1--Statement of Policy**

**The parties agree that the primary function of training is to assure the Employer can meet current operational needs while providing for future needs through the career development opportunities for the park's employees. The Employer should provide training necessary for the performance of the employee's assigned duties, and, where appropriate, for improvement of organizational and individual performance.**

The Employer will continue providing a share of its training resources to prepare for existing and projected staffing needs.

**Section 2--Training Programs**

**A. The Employer will remind employees annually of the availability of Government-sponsored training programs, the general scope of training, the criteria for approval of training, the nomination procedures, any required time frames that must be met and the purpose and means of establishing EDPs.**

**B. Training nominations and/or approval will be based primarily on the needs of the park and the need for training in the employee's current position, however, consideration will also be given to the relationship of the proposed training to the employee's development plan. Nominating and approving officials will apply such criteria equitably.**

**C. When an employee is nominated for training, a copy of the employee's EDP will be attached to the nomination and will be considered in the process. Employees will be notified of the approval or disapproval of their nominations and the reason for disapproval or modification prior to the training start date.**

**Should an employee's nomination for training be disapproved for lack of resources, the employee may be re-nominated as funds later become available and the nomination will be reconsidered.**

**D. To the extent that work on a personal computer will be part of an employee's assigned work, a reasonable period of time to become proficient on the equipment and applicable programs will be given.**

**Section 3--Employee Development Plan**

**A. Career development for individual employees shall be encouraged through establishment of an Employee Development Plan (EDP).**

**B. Employees may initiate EDP's through their supervisors. The supervisor will assist the employee in the preparation of the EDP and will review it with the employee to assure conformance with organizational needs and individual career needs. The plan will be referred to the designated approving official and the employee will be notified of approval/disapproval or the need for modification.**

#### Section 4--Training Expenses

When developmental training is approved, the Employer may pay costs of tuition and required textbooks and other **expenses** as appropriate, and travel costs, subject to government-wide regulations and fiscal considerations. If travel funds are not authorized and the training would otherwise be approved, the employee will be notified and given the option of **attending** the training without travel reimbursement. Paid time not chargeable to leave may be **approved** for training (including necessary travel as appropriate) scheduled during the employee's basic workweek.

Assigned training directly related to the requirements of the position an employee occupies will normally be scheduled during an employee's administrative work week, including travel. Such required training will be at the expense of the Employer.

**Article 17**  
**Performance Appraisals**

**Section 1—Coverage and Definitions**

**A.** The provisions of this article apply to all bargaining unit employees in the competitive and excepted service, including wage system employees, except employees excluded by law or regulations (for example, excepted service employees whose employment is not expected to exceed 90 days in a 12-month period.) Performance Evaluation will be conducted consistent with the provisions of law and Government-wide regulation.

**B.** All bargaining unit employees covered by this system will receive a performance appraisal based on a comparison of the employee's performance in their Critical Elements with the applicable Performance Standards established for the appraisal period. When used in this article, the applicable terms have the following meaning:

1. Critical Element (as defined in 5 CFR 430.303) means a mission-based outcome or an end product that is essential to the overall success in the position, consistent with the assigned duties and responsibilities of the position. Unacceptable performance under a single Critical Element requires remedial action and may be the basis for removing or reducing the grade level of that employee. Such action may be taken without regard to performance on other Critical Elements for the position.
2. Performance Standard (as defined in 5 CFR 430.303) means a statement of the performance expectations or requirements necessary for achieving the Critical Elements of the position. Performance Standards may include measures of quantity, quality, timeliness, cost efficiency, teamwork and customer service.

**Section 2—Employee Participation**

- A.** The Union will be given reasonable advance written notice (normally at least 10 days), when the Employer proposes to change, add to or establish new or revised Critical Elements and/or Performance Standards for bargaining unit employees.
- B.** At the beginning of the rating period, normally within 60 days of the beginning of the rating period, the rating official will meet with the employee to identify in writing, one (1) to five (5) Critical Elements that the employee is expected to achieve during the rating period and how achievement will be measured. Employee performance before employees receive their Performance Standards will not be considered in the rating of record at the end of the appraisal period. Employees are responsible for participating with their supervisors in the development and revision of performance plans during the rating period.

**Section 3—Appraisal System Principles**

- A.** In general: Performance Standards and Critical Elements must be consistent with the duties and responsibilities contained in the employee's position description. The parties agree that, to the maximum extent feasible, performance standards must be based on objective, reasonable, and measurable criteria, and provide a clear means of assessing whether

objectives have been met. Application of all performance standards shall be fair and equitable, and consistent with regulatory requirements.

- B. Critical Elements: Critical Elements will be appropriate to the position to which they apply. Variations for standard positions must be based on real differences in the nature of assignments on the job.
- C. Performance Standards: Performance Standards will be clearly linked to the Critical Elements to which they apply and must be clearly stated in writing when given to the employee (Part E of Employee Performance Appraisal Plan (EPAP)).
- D. Critical Elements are work assignments or responsibilities that are critical to the accomplishment of organizational goals and objectives and are critical to overall success in the position. Performance Standards are statements of performance expectations or requirements for the critical elements of the position, and are used by the supervisor to measure employees' performance. Performance Standards are guidelines used by the supervisor to measure employees' performance and annual performance goals, and must be based on objective criteria, be measurable and be clearly communicated to employees.

Performance Standards will be established in such a way that performance can be accurately evaluated to distinguish between Not Achieving Critical Elements and Achieving Critical Elements. If performance falls below acceptable, benchmarks for timeliness, quantity, quality, accuracy, value of teamwork, and degree of customer service will be expressed so that unacceptable performance can be corrected.

- E. Appraising employees: when rating employees or otherwise applying Performance Standards to Critical Elements, the Employer shall consider factors which affect performance that are beyond the control of the employee. An employee will be held accountable only for the Critical Elements of the duties of the position for which the employee is officially responsible. Performance Standards are expressions of the performance threshold(s), requirement(s), or expectation(s) that should be met for each Critical Element at the fully successful level of performance. They must be focused on results and include credible measures such as: quality, quantity, timeliness and cost effectiveness. If performance falls below fully successful, a plan for improvement will be expressed so that minimally successful performance can be improved.

#### Section 4—Rating the Appraisal

- A. Employees must work under a performance plan (Critical Elements and Performance Standards provided to the employee under this agreement) for at least 90 days in order to receive a rating of record.
- B. The rating official and employee shall conduct at least one documented progress review to discuss performance to date and whether to change the performance plan. One summary discussion is held at the end of the appraisal period when a final rating is given. When an employee's performance falls below the minimally satisfactory level of performance in a Critical Element at any time during the appraisal period, the supervisor must inform the employee of the deficiencies and provide the employee the opportunity and assistance to help the employee improve to the fully successful level. This may be accomplished by developing a Performance

Improvement Plan (PIP) and establishing a Performance Improvement Period.

- C. When an employee changes positions during the rating period, the rating official for the employee's former position should prepare an Interim Appraisal (Part D of EPAP) for the employee, provided the employee has worked under a performance plan for at least 90 days. This Interim Appraisal will be taken into consideration in preparing the employee's rating of record by the rating official at the end of the rating period.

When an employee is detailed or temporarily promoted for at least 90 days during the rating period, the employee will be given a performance plan for the detail period. The rating official for the detail or temporary promotion should prepare an Interim Appraisal (Part D of EPAP) for the periods the employee works for 90 days under a performance plan on the detail or promotion. This Interim Appraisal will be taken into consideration when the employee is rated by the rating official at the end of the rating period.

- D. As determined by management, there will be five levels for assessing employee achievement on each Critical Element:

1. Exceptional
2. Superior
3. Fully Successful
4. Minimally Successful
5. Unsatisfactory

In the event an employee does not have the opportunity to perform a Critical Element, no rating should be assigned and the words "Not Rated" should be written on the form.

- E. No later than 60 days following the end of the rating period, the rating official will assess the employee's performance on each Critical Element and evaluate the employee's overall job performance by summarizing the performance on the appraisal form, using one of the following five Summary Ratings, as determined by management:

<u>Rating Level</u>	<u>Points Assigned</u>
Exceptional	5 points
Superior	4 points
Fully Successful	3 points
Minimally Successful	2 points
Unsatisfactory	0 points

#### Section 5—Applications of the Appraisal

An employee's rating of record will be used by the Employer as one of the bases for training, rewarding, reassigning, promoting, reducing in grade, retaining and removing employees, granting or withholding within-grade increases and other decisions affecting the employee for which performance is a factor. When possible, the employee and rating official should informally resolve any disagreements about the rating. If resolution cannot be accomplished, employees have a right to file a grievance in accordance with Article 31 of this agreement.

## Section 6—Procedures

- A. Performance Appraisals are normally administered on an annual basis, for a 12 month period beginning on October 1 and ending on September 30 of the following year.
- B. The parties agree that performance evaluation is a management function in accordance with applicable statute. Employees are responsible for ensuring that they are active participants in the entire Performance Evaluation Process. This includes development of performance plans and Critical Elements, meaningful input during Progress Reviews and candid, verbal and written remarks.
- C. The supervisor will determine the employee's level of achievement on each Critical Element by comparing the employee's actual performance against the Performance Standard(s).
  1. The Critical Elements and Performance Standards will be limited to those established for the performance period or as modified, in writing, where necessary during the performance period.
  2. For each Critical Element, the supervisor will assign and document one of the five rating levels which most accurately describe the employee's performance.
  3. The supervisor will appraise the employee's overall job performance in the Summary Rating section of the rating form.
  4. When the appraisal is finalized, the supervisor will discuss the appraisal with the employee and ask the employee to sign and date the final appraisal. By signing, the employee signifies only that the appraisal has been received and discussed with the rating official. It does not signify agreement with the rating official or the appraisal.

(NOTE: Seasonal employees will get their Critical Elements and Performance Standards when reporting for duty. They will be appraised after at least 90 days of performance under their performance plan but before their term expires.)

5. The employee will receive his/her copy of the appraisal. All documentation relied upon by the rating official for the appraisal will be provided to the employee upon request.
6. If the employee should choose to comment on the appraisal, the comments will be made on a separate sheet and included with the appraisal in all agency records. The supervisor will initial and date the comment sheet to signify receipt. It does not signify that the supervisor agrees with the information contained in the employee comments on the appraisal.
7. The final appraisal of the employee's performance for the most recent performance period will be considered the appraisal of record until replaced. An Interim Appraisal is not considered a rating of record. It is only used to prepare a rating of record.

8. **The last three and current ratings of record (four total) of the employee will be retained by the Employer in its published system of records only and will follow any employee who transfers to another federal agency.**
9. Employees who use authorized official time in labor relations activities will not be disadvantaged on their appraisals for approved absences or use of official time for labor relations.

The parties agree that it is management's right to reward and recognize employees in accordance with Awards and Recognition directives. **The Employer agrees that awards determined by management will be distributed in a fair and equitable manner, without regard to race, color, religion, sex, national origin, age, or disability.** In addition, awards determined by management will be distributed in a fair and equitable manner without regard to marital status, sexual orientation, or political affiliation.

Awards will be comply with the provisions of Article 19 of this Agreement

#### Section 7—Discussions, Progress Reviews and Performance Improvement Plans

- A. Informal discussions, including review of performance to determine progress and problems, are a normal part of supervision and should occur throughout the appraisal period.
- B. Progress reviews provide the opportunity to identify and resolve problems in the employee's performance. There will be at least one (1) documented progress review during the annual performance period. Seasonal employees, whose appraisal may occur on or after 90 days of service, will receive a documented progress review no later than 90 to 120 days.
  1. Progress reviews may be conducted whenever needed.
  2. **Progress reviews will summarize the employee's progress in comparison to the Performance Standards, any problems encountered or anticipated, any corrective actions taken or planned and any changes in the Performance Standards warranted by changes in the work situation including those beyond the control of the individual.** During progress reviews, supervisors should be able to articulate to the employee if and how they are exceeding the standards.
  3. The progress review will be documented in Part B of the EPAP. The supervisor will provide a copy to the employee of any documentation in agency files related to the employee's performance at the approximate time it is prepared or received so performance concerns of the employee and the supervisor can be timely discussed and resolved.

#### Section 8—Unsatisfactory Performance

- A. **Unacceptable performance means performance of an employee which fails to meet established Performance Standards under one or more Critical Elements of the employee's position.**
- B. **At any time during the appraisal cycle that an employee's performance in on or more Critical Elements falls below Minimally Successful, the supervisor shall identify for the employee the Critical Element(s) for which performance is unsatisfactory and the action that must be taken by the employee to improve the performance to a satisfactory level. The supervisor shall develop and**

discuss with the **employee** a written **performance** improvement plan identifying the employee's performance deficiencies, the action that must be taken by the employee to improve performance, and any provisions for counseling, training, reassignment, or other assistance as appropriate. The supervisor shall give the **employee** a reasonable opportunity to demonstrate minimally successful performance before proposing reassignment, reduction in grade or removal.

- C. Should remedial action fail and the employee's performance continues to be unsatisfactory after a reasonable opportunity to demonstrate improvement, action may be initiated to reassign, reduce in grade or remove the employee. The following will be considered in determining the appropriate personnel action:
1. When the employee is capable of performing another position of the same grade, the supervisor may propose to reassign the employee to such a position;
  2. When the employee is not capable of performing a position at the same grade, but is capable of performing a position at a lower grade, the supervisor may propose a demotion to a position at the next lower grade.

#### Section 9—Procedures for Employee Disputes with a Rating of Record

Employees may grieve any complaint with regard to **performance** appraisals using the negotiated grievance procedure. Grievances must be filed within 30 days of the date the dispute arises.

#### Section 10—Procedures for Removal or Demotion

##### A. Proposal

1. An employee whose reduction in grade or removal is proposed for unsatisfactory performance is entitled to:
  - a. 30 days advance written notice of the proposed action, which identifies:
    - (1) Specific instances of unsatisfactory performance by the employee on which the proposed action is based; and
    - (2) the Critical Elements of the employee's position involved in each instance of unsatisfactory performance.
  - b. A representative. The employee must inform the deciding official, in writing, of the representative's name, if any.
  - c. A reasonable time, at least 10 days, to respond orally and/or in writing. Requests for extensions before the expiration of the notice period will **normally** be granted.

##### B. Decision

The decision to retain, reduce in grade, or remove an employee shall be made no later than thirty (30) days after the date of expiration of the notice period for a performance **action**. The employee will be given a written decision which:

1. Specifies directly or by reference the instances of unacceptable performance on which the reduction in grade or removal is based;
2. Has been concurred in by an employee who is in a higher position than the employee who proposed the action;
3. Specifies the effective date and the action to be taken, and the employee's right to appeal the decision.

#### C. Appeal Rights

- The employee may file a written grievance at the last step within 30 days of the performance based action.

The employee may appeal through the EEO process by contacting an EEO Counselor within 45 days if the performance action is based on discrimination by law.

The employee may appeal only certain performance-based adverse actions (suspensions over 14 days, demotion in pay or grade or removal) to the Merit Systems Protection Board (MSPB) within 30 days in accordance with applicable law.

An employee shall be deemed to have exercised the appeal option at such time as the employee timely initiates an appeal under the statutory procedure (MSPB or EEO) or a timely written grievance is filed, whichever occurs first. (Arbitration to resolve denied employee grievances may only be invoked by the Union, not individual employees.)

**Article 18**  
**Within-Grade Increases**

**Section 1–Basis for Granting or Denying**

Within-grade increases will be granted or denied on the basis of whether an **employee** attains an acceptable level of competence and meets other statutory requirements.

**Section 2–Supervisory Responsibilities**

- A. The decision to grant or withhold a within-grade increase must be supported by the employee's most recent appraisal.
- B. Denial of a within-grade increase may not be used in lieu of disciplinary action.
- C. At **any** time during the waiting period when a supervisor's evaluation leads to a conclusion that an acceptable level of competence is not being met, the supervisor will provide the employee with a minimum of 60 days to improve. When such notice is necessary, the employee will be given:
  - 1. an explanation of each aspect of job-related activities in which he/she falls below an acceptable level and how this renders his/her performance on the job, as a whole, below an acceptable level;
  - 2. a statement of the acceptable level of competence in each of those areas; and
  - 3. a **statement** as to what the **employee** must do to achieve an acceptable level of competence in identified areas.

**Section 3–Decisions**

After completion of the waiting period, if the within-grade increase is to be denied, the employee will be given the supervisor's official determination in writing. The determination will include:

- A. A statement of the reasons for the negative determination;
- B. Identification of the areas in which the employee must improve in order to be granted a within-grade increase;
- C. The right to request a reconsideration not more than 15 days after receiving the negative determination;
- D. The statement: "Pursuant to 5 U.S.C. 5335I, an employee must request a reconsideration prior to grieving a WIGI withholding."
- E. The name of the official to whom the employee may submit a request for reconsideration;
- F. The opportunity for the employee to contest, orally and/or in writing, the basis for the negative **deter**mination;

G. That an **employee and/or his/her representative** in duty status shall be **granted a reasonable amount of official time to review material** relied upon to support the **negative determination** and to prepare a response to the determination;

H. That an extension of the time period for making a reconsideration presentation may be granted for good and sufficient reason upon request to the reconsideration official.

I. Language will be added to the Notice of Decision to Withhold Within-Grade Increase which states "If you wish, you may provide a copy of this notice to your union representative."

#### Section 4--Reconsiderations

A. When an employee files a request for reconsideration of a negative determination, an employee reconsideration file will be established which shall contain all pertinent documents relating to the negative determination.

B. On or before fifteen (15) days following the date of receipt of the employee's presentation or the date of completion of any investigation, whichever is later, the reconsideration official shall issue a **notice of decision to the employee**. Language will be added to the notice which states: "If you wish, you may provide a copy of this decision to your Union representative." If the **negative determination** is sustained, the notice of decision shall inform the employee that any grievance filed will enter the grievance procedure at the third step. The employee has 15 work days to file a grievance.

C. If the decision reverses the negative determination, the within-grade increase shall be effective on the first day of the first pay period following completion of the required waiting period.

#### Section 5--Redeterminations

When a determination is made that an employee's job-related activities are not at an acceptable level and the **determination is final, the determining official may grant the within-grade increase at any time** when in his/her judgment the **employee has demonstrated sustained total performance** at an acceptable level of competence. In such cases, the within-grade increase will be effective the first day of the first pay period after the acceptable determination is made. After withholding a within-grade increase, the determining official shall determine whether the **employee's total performance is at an acceptable level of competence within 26 weeks following the final determination that the employee has not attained an acceptable level of competence** unless a favorable decision has been made during the interim or action to demote or remove the employee has been taken. If the new determination is favorable to the employee, the effective date of the within-grade increase will be the first day of the first pay period after the acceptable determination has been made. If the new determination is unfavorable, the employee is entitled to a notice of negative determination and notification of the right to reconsideration in accordance with Section 3 of this article. **The parties agree that any appeal to arbitration which may be filed on the basis of a final decision sustaining a negative determination will be combined with any related grievance which may be concurrently in process.**

#### Section 6-Effective Date/Administrative Error

A within-grade increase shall be effective on the first day of the first pay period following completion of the required waiting period and the employee meets conditions for eligibility. When, due to administrative error, oversight or delay, a positive determination is made after the waiting period is completed, the effective date of the within-grade increase shall be retroactive to the original due date. In such cases, interest will be paid in accordance with law and applicable regulations.

**Article 19**  
**Awards and Recognition**

Section 1–Purpose and Objectives.

A. The purpose of the Awards and Recognition Program is to acknowledge the contributions of employees as individuals or teams or groups to the achievement of organizational, team or individual results.

B. The objectives of the awards program are to encourage all employees to:

- (1) share actively in improving government operations;
- (2) enhance creativity and productivity; and
- (3) optimize personal job satisfaction.

Section 2–Types of Awards

A. Monetary Awards

(1) **Quality Step Increase (QSI).** A QSI is a performance based increase in an employee's basic pay from one step of the pay grade to the next higher step. To qualify for a QSI, an employee must achieve all the critical results of his/her performance plan. No more than one QSI can be granted to an employee in a 52-week period.

(2) **Special Thanks for Achieving Results (STAR) Award.**

This award may be granted to individuals or teams to recognize accomplishments which benefit the Government. STAR award amounts are based on the value of the accomplishment(s) to the government and are given in gross amounts of \$925.00 or more.

(3) **On-the-Spot Awards.** The net values of this award range from \$50.00 to \$500.00. They are used to give immediate recognition for employee achievements.

B. Continuous Improvement Incentives. These awards are given to recognize individuals and team members for cost savings, quality improvements, innovation and creativity, and the sharing of ideas.

(1) **Productivity Improvement Award.** A cash or other (non-monetary) award for recognizing process improvement, cost-saving suggestions, streamlining or the elimination of non-value added processes. A portion of the actual savings from cost-reduction or productivity gains are shared with the employee(s) who recommend or accomplish the savings.

(2) **Interior Innovation Award.** This award is granted to recognize outstanding achievements in reducing costs, reinventing work processes and improving service to customers. One thousand dollars is awarded to an individual's or a team's operating budget for project support such as training, books, software and/or equipment.

(3) **Invention/Patent Award.** An award of \$500.00 (gross) is automatically granted to an employee upon the filing of a patent application with the Patent Office by the Office of the Solicitor. If a patent is granted, an additional amount of \$800.00 (gross) will be granted. Additional recognition may be granted through the use of an additional cash award.

C. **Non-Monetary Recognition and Informal Honors.** This type of recognition may be granted to employees for their contributions to the Department, such as superior accomplishment of regularly assigned duties, exceptional achievement of project goals, noteworthy accomplishments over a sustained period and specific contributions to the organization's mission.

(1) **Method of Recognizing Employees** includes items of nominal value (up to \$25 cash value), coffee cups, key chains, pens, etc. as well as items of significant value (from \$26 to \$250.00) such as pen and pencil sets, clocks, desk organizers, jackets, watches and other appropriate items.

(2) **Time Off Recognition.** Employees may be granted time-off without loss of pay or charge to leave as an incentive award to encourage or reward superior accomplishments or other personal efforts that contribute to the quality, efficiency or economy of Government operations. The minimum award is one (1) hour.

(a) Time-off awards are not intended to replace monetary awards, but the amount of time-off should reflect the value of the employee's contributions.

(b) Time-off awards are for specific accomplishments of a one-time, non-recurring nature. They are not intended for continuing high level performance and are not based on ratings of record.

(c) Immediate supervisors may grant time-off awards for periods not to exceed one (1) workday. A higher level official must review and approve time-off for more than one workday. Up to 40 hours may be granted to an employee for a single contribution. The total amount of time-off that can be granted during a single leave year is 80 hours. The maximum time-off a part-time employee may receive during a leave year will be pro-rated.

(d) Nominations should be in writing. Approvals require an SF-50 to document the award for the OPF and the employee. A time-off award must be used within one (1) year from the date granted or it will be forfeited and may not be restored. The employee is responsible for requesting the time off in the same manner as other leave is scheduled. The supervisor is responsible for approving the scheduling in a timely manner.

I Time-off awards cannot be converted to cash payment, transferred to another Agency if the employee leaves the DOI, or transferred under the voluntary leave transfer program.

D. Honor Awards. These awards are the most prestigious recognition that the Department can grant for career accomplishments, exceptional support of the departmental mission, or for heroism. They are meant to be progressive recognition and should be awarded at successive career milestones.

Honor awards include Meritorious Service Awards, Unit Awards for Excellence of Service and Outstanding Service Awards, Valor Awards, Citizen's Award for Bravery and Conservation Service Awards.

### Section 3. Award Criteria and Amounts.

A. All awards will be granted and processed in accordance with Department of Interior and NPS regulations. Award amounts will conform to those shown in the attached Table 1 of the DOI Awards and Recognition Program.

B. Table 1 also summarizes the approval authorities, eligibility and the nature of recognition for non-monetary awards and informal honors. Supervisors may but are not required to ask employees how they would like to be shown appreciation when they have done a job for which recognition is warranted. Employee initiated requests for appreciation and recognition will be given serious consideration.

### Section 4. Processing.

A. Incentive awards will be processed in a timely manner. Quality Salary Increases will be effective on the first day of the first pay period following the date of approval. Cash awards will be processed within three (3) pay periods following the date of approval.

B. Employees may attach a copy of their award letter to applications for posted vacancies.

### Section 5. Awards Information

At the end of each fiscal year, upon request, the Employer will provide the Union a summary of awards approved for bargaining unit employees. The summary will show the awards by type and the employee's team.

**Article 20**  
**Staffing**

Section 1–General

The Union will be notified of hiring freezes in general along with the reason for the freeze and the specific positions that **are affected**.

Section 2–Maintenance

A. Park Maintenance employees, with the exception of custodians and laborers and motor pool employees who rotate coverage, will continue to work a Monday through Friday schedule during the day.

B. Custodians will add an 11:30 AM to 8 PM shift for the period of extended hours. Preferred shift assignments will be made by highest seniority (SCD) if there are too many volunteers for a shift.

C. A call back list for emergencies and overtime will be posted.

D. The Union will be given sufficient advance notice and information on the changes proposed for the operation of the new chilled water plant to carry out its representation responsibilities. The parties will meet to negotiate the changes, including work schedules. At that time and during the term of this contract, should circumstances (for **example**, funding) change, the Union will receive notice and the parties will meet to expeditiously resolve any impacted issues.

Section 3–Interpretation and Visitor Services

**Staffing** will continue in accordance with existing agreements. During the term of this contract, should circumstances (for example, funding,) change, the Union will receive notice and the parties will meet to expeditiously resolve any impacted issues.

**Article 21**  
**Merit Promotion**

Section 1—Purpose and Policy

The parties agree that the purpose and intent of the provisions contained herein are to ensure that merit promotion principles are applied in a consistent manner with equity to all employees and without regard to political, religious, or labor organization affiliation or non-affiliation, marital status, race, color, sex, national origin, disabling condition, or age, and shall be based solely on job-related criteria. This article sets forth the merit promotion system, policies, and procedures applicable to bargaining unit positions at INDE.

Section 2—Applicability of Competitive Procedures

The following actions must be based on competitive procedures:

- A. Promotions. Any selection for permanent promotion to a higher grade must be made on a competitive basis unless it is excluded by Section 3 below.
- B. Temporary promotions for more than 120 days to a higher graded position than previously held on a non-temporary basis in the competitive service, or to a position with greater promotion potential than any position previously held on a non-temporary basis in the competitive service.
- C. Reassignments or change to lower grade to a position with greater promotion potential than any position previously held on a non-temporary basis in the competitive service.
- D. Detail of more than 120 days to a higher graded position, to a position with known promotional potential, or a position which provides specialized qualifying experience that can be used to qualify for subsequent promotion to a designated higher graded position.
- E. Selection for training where eligibility for promotion to a particular position depends on whether the employee has completed that training.
- F. Transfers of a Federal employee to a position at a higher grade than previously held on a non-temporary basis in the competitive service, or to a position with greater promotion potential than any position previously held on a non-temporary basis in the competitive service.
- G. Reinstatement of a former Federal employee to a position above the highest grade previously held permanently, or to a position at or below that grade if the position has promotion potential above the highest grade previously held permanently.

Section 3—Applicability of Non-Competitive Actions

- A. Promotions. The following actions may be taken on a non-competitive basis unless otherwise provided:

1. Promotion of the incumbent of a position that is reclassified at a higher grade due to the accretion of higher graded duties and responsibilities. To be eligible for a non-competitive promotion in this situation, the employee must have continued to perform the same basic job functions for at least 6 months and all job duties must be absorbed into the new position.
2. Upgrading of a position due to the application of a new classification standard or as the result of correction of an original classification error where there is no significant change in the duties or responsibilities of the position.
3. Promotion of an employee previously selected competitively for a lower step of a career ladder (career promotions).
4. Promotion of an employee who has exercised a priority consideration for a position for which he or she is qualified.
5. Promotion of an employee when directed by authorized authorities (i.e., judges, arbitrators, FLRA and other appropriate authorities acting within the scope of their authority).
6. Reinstatement, reassignment, transfer or promotion of a Federal employee or former Federal employee up to the highest grade previously held on a permanent basis under career or career-conditional appointment, provided the employee was not demoted or separated from that grade because of deficiencies in performance or "for cause" (repromotion).
7. Temporary promotions to a higher grade totaling 120 days or less during any 12-month period. If a temporary promotion which was not expected to exceed 120 days was originally made on a noncompetitive basis, any extension beyond 120 days must be made under competitive procedures unless the promotee is repromotion eligible.
8. Career ladder promotions following noncompetitive conversion of a cooperative education student in accordance with the requirements of applicable OPM policy.
9. Promotion of an employee covered by an approved training agreement where the selection for training was made competitively.
10. Conversion of temporary or term promotions to permanent positions, when the possibility was clearly stated in the original competitive notice.
11. Promotion of a career/career-conditional employee from a position with known promotion potential to another position having no higher promotion potential than any other position previously held on a non-temporary basis in the competitive service.
12. A position change permitted by reduction-in-force regulations.
13. Details made in 120 day increments, up to one year to unclassified duties or to the same or lowered graded duties.

14. Appointment from a certified OPM register for which no further competition is required.

#### Section 4--Vacancy Announcements and Areas of Consideration

A. Positions and training to be announced. All actions requiring the use of competitive procedures under this Agreement will be announced and posted throughout the area of consideration.

B. The area of consideration for a position vacancy is that area in which the Employer should reasonably expect to locate enough well-qualified candidates. Employees within an area of consideration are given the opportunity to be considered by means of the vacancy announcement and application procedures.

C. Managers can establish areas of consideration and the length of time an announcement will be open. The area of consideration must be broad enough to ensure the attraction of a diverse pool of highly qualified applicants. Managers can extend open time periods or reopen a vacancy announcement if the diversity, number and/or quality of applicants are deemed inadequate. Voluntary applications from Departmental employees must be accepted, regardless of the stated area of consideration. The term "commuting area-wide" means the geographical area in which employees can reasonably be expected to travel to and from work on a daily basis, that is the Philadelphia metropolitan area as prescribed under GSA travel regulations.

D. Extending the Area of Consideration. When the area of consideration does not or is not expected to produce an adequate number of well-qualified candidates for the selecting official's consideration, it may be extended by the Employer only with advance notice to the Union. The vacancy announcement will identify the extended area of consideration.

a. Well-qualified candidates are those who could be expected to perform in the vacant position at a level above the minimum performance requirements.

b. An "adequate" number of well-qualified candidates, will be considered to be 10 for the first vacancy, plus two for each additional vacancy. However, if the area of consideration yields a lesser number of well-qualified candidates and the selecting official decides to make his/her selection(s) from them, the extension is not necessary.

E. Information on Vacancy Announcements. Vacancy announcements will include, as a minimum:

1. Statement of non-discrimination;
2. Announcement number and opening and closing dates;
3. Position number(s), title(s), series, and grade(s);
4. Number of vacancies to be filled.
5. Promotional test to be used, if any;
6. Knowledge, skills and abilities required;
7. Geographic and organizational location and tour of duty hours;
8. Time in grade requirements, if any;
9. Area of consideration;
10. Summary of qualification requirements;

11. If appropriate, a statement that the vacant position is a trainee or career ladder position leading to noncompetitive promotion;
12. Permanent or temporary nature, and duration, if temporary;
13. The servicing personnel office, the address where the application is to be submitted and the telephone number

F. **Announcing Career Ladder Vacancies and Vacancies Covered by Training Agreements.** Career ladder vacancies and vacancies covered by training agreements may be announced at any or all grades.

G. **Posting and Distribution of Vacancy Announcements.** Vacancies will be announced using the Office of Personnel Management USAJOBS System. The Employer agrees to provide a copy of vacancy announcements to the Local 2058 President concurrent with the issuance of the vacancy announcement. The employer agrees to post vacancy announcements on at least the 9 agreed upon bulletin board locations within the park for 14 calendar days

H. **Amending Vacancy Announcements.** If a vacancy announcement has been posted and is later found to contain error(s) concerning items listed in Section 4E, then the announcement will be amended. (A vacancy announcement may also be amended to reflect other changed circumstances or corrections in application procedures at the discretion of management.) The amendment should cite the date the amendment was issued, a statement of the changes, whether or not the original applicants need to re-file in order to be considered and any extension to the closing date. Vacancy announcements that are withdrawn or cancelled prior to the closing date will be amended to reflect the cancellation or withdrawal.

#### Section 5—~~K~~nowledge, Skills and Abilities (KSA's)

KSA's used by the Employer to rank candidates must be fair, job related, applied equitably and the sole basis for determining best-qualified individuals in the merit promotion plan. If there are more than 10 candidates eligible for a promotion, a formal rating schedule must be developed or used.

#### Section 6—~~E~~mployee Applications

A. To be considered for a position, candidates must file a timely application with the personnel office. All applications must be received and date-stamped in the personnel office or postmarked by the closing date of the announcement. Postmarked envelopes will be retained to substantiate dates.

##### B. Delayed Filing

1. If an employee requires a copy of a performance appraisal in order to complete their package and that material is not provided, the employee should submit their application by the closing date with a brief note explaining its omission.
2. Employees who are absent in excess of three weeks for any approved purpose should complete an application with a written request and submit it to the personnel office prior to their absence to ensure that the application is considered for vacancies for which the employee is eligible during their absence.

3. Employees who are absent for less than 3 weeks for any approved purpose, may, upon their return, review position vacancies announced and closed during their absence. They may apply for any of those vacancies in which they are interested within three days of their return for duty, provided they were absent during the entire open period and a selection certificate has not yet been prepared.

4. Filing extension due to delayed posting. If there is a delay in USAJOBS or posting of a vacancy announcement by the personnel office, employees will be granted an equal extension of time to prepare and submit their applications.

C. Employees will complete written applications in accordance with instructions in the vacancy announcement using such forms as prescribed.

D. Federal Wage System /General Schedule Crossover. Employees may compete for positions in both the Federal Wage System ("Wage Grade" or WG) or the General Schedule (GS), but must meet legal requirements including minimum qualifications.

#### Section 7–Priority Consideration

A. **Definition.** For the purposes of this article a priority consideration is the bona fide consideration for noncompetitive selection given to an employee on account of previous failure to properly consider the employee for selection because of procedural, regulatory, or program violation or to provide repromotion to an employee downgraded without personal cause, that is, not due to misconduct, inefficiency or at the employee's own request.

B. **Eligibility.** The following employees will receive priority consideration in accordance with the procedures set forth.

1. Where the erroneous selection was allowed to stand, an employee who was not properly considered is entitled to only one priority consideration for each instance in which she/he was previously denied proper consideration.

2. If the action taken to correct an erroneous promotion was to require that the position be vacated, employees who were not promoted or given proper consideration because of the violation (that is, employees in the best-qualified group who were not selected or employees who should have been in this group but were not) will be considered for promotion to the vacated position before candidates are considered under a new promotion or other placement action.

3. Bargaining unit employees who are in a retained grade status under Title VII of the Civil Service Reform Act as a result of action taken by the Employer and who are serving under career or career-conditional appointments are also eligible for priority consideration for repromotion to the grade previously held on a non-temporary basis, before the action taken by the Employer, or to an intervening grade.

4. Employees will be notified in writing by the personnel office of entitlement to each priority consideration. Such notice will advise employees that they will be notified prior to the issuance of a vacancy announcement under which the employee could attain the grade for which consideration was denied. Employees who wish to exercise their priority

consideration should submit the necessary application to the Servicing Personnel Office with a written request that they wish to exercise priority consideration for the vacancy. Prior to the issuance of the selection certificate, the name(s) of the qualified employee(s) requesting to exercise priority consideration will be referred to the selecting official. The selecting officer will **make** a determination on the requests prior to receiving a best-qualified list.

5. An employee who chooses to exercise a priority consideration is not precluded from also filing a regular application in response to a vacancy announcement.

#### Section 8—Rating Panels

A. Where rating panels are used, the selecting official will determine the composition of the rating panel. Panels for bargaining unit positions will include at least two bargaining unit employees chosen with the concurrence of the Union. Absent mutual agreement, the Employer may appoint panel members following discussions with the Union and informing the Union of the reason(s) for the decision. Panel members may not be in competition for the vacancy, must be at least the same grade as the vacancy to be filled and should be familiar with the job requirements of the position being filled. The results of promotion committee **actions** will be treated confidentially and in accordance with provisions of the Privacy Act.

B. The rating panel will be provided with all the necessary information to complete its function. Panel members shall not contact any applicant or applicant's supervisor for additional information. **The** panel must direct any questions to the personnel office.

#### Section 9—Establishing the Selection Certificate

A. If there are more than 10 eligible candidates for a single vacancy, the highest ten (10) ranking individuals, plus those tied for the last score, will be referred to the selecting official. For more than one vacancy the top ranking ten, plus two (2) additional for each additional vacancy and those tied for the last score will be referred to the **selecting** official.

B. If there are less than 10 eligible candidates for promotion, all candidates may be referred to the selecting official in accordance with 9I below.

C. The parties may agree through mutual consent to extend the Selection Certificate for good and sufficient reasons as shall promote the intent of this Agreement and mission of the Agency.

#### Section 10—Selection

A. Selecting officials have the right to select or not select from among properly ranked and certified sources of applications.

B. If the vacancy is one for which an EEO category under-representation exists and is a targeted occupation as identified in the Affirmative Employment Plan, a statement will be added on the Selection Certificate so **stating** and identifying the EEO category(ies) which applies. If the Selection Certificate includes **highly** qualified candidates who would reduce the under-representation, then the selecting officer will give serious consideration to those individuals who would reduce the under-representation.

C. Selection Certificates will be issued for an initial 60 day period, with extensions possible for a total of 180 days. Additional selections may be made within the 180 day "life" of the certificate for identical positions within the park.

D. When selecting for posted vacancies, if the best-qualified list is reduced to fewer than the number indicated in Section 9B because of employee declinations or resignations, additional candidates may be added in the order of the highest ranking remaining candidates.

E. If an employee has accepted the promotion, a reporting date has been established, and the request for personnel action (SF-52) is not timely received and/or acted upon, the action shall be made retroactive to the employee's report date.

F. Employees selected for career ladder positions will be promoted to the next higher grade level at the beginning of the first pay period after selection, provided time in grade and any other legal promotion requirements are met.

#### Section 11—Employee Information

The following information can be released to applicants upon request: whether the applicant was qualified and/or referred for selection; who was selected; the applicant's own supervisory appraisal and rating on the ranking elements; procedures used to arrive at the final scores; cut off scores and certification.

#### Section 12—Career Ladder Positions

A. The parties agree that career ladder and sequential positions help to develop internal candidates to successfully perform in higher level positions.

B. Career ladder plans must show the promotion criteria at each grade level of the plan which employees must meet to be promoted. A copy of the plan will be given to employees as they enter each level of the plan.

C. When career ladder plans are established or revised, the Employer will notify the Union prior to implementation. This includes any plans to implement the certification of interpretation or other employee "competencies" as a requirement for promotion to the next grade of the career ladder or the addition of a higher "full performance level" grade to an existing ladder.

D. At the time an employee meets time-in-grade and any other legal promotion requirements, the Employer will make a decision to promote or not promote.

1. If an employee is meeting the promotion criteria in the career ladder plan, the Employer will certify the promotion which will be effective at the beginning of the first pay period after the pay period in which the requirements are met.
2. If the employee is not meeting the promotion criteria in the career ladder plan, he/she will be given written notice which will reflect the tasks which must be successfully performed and skills which must be demonstrated before promotion can be effected.

## Section 13–Interpretive Development Program (IDP) Competencies and Careers

### A. General Policy

1. Universal competencies are needed across all career fields at all levels of work by every employee; they are obtained through personal education and experience, through Service orientation and mission renewal training programs and through interaction with peers, teams and supervisors.
2. A high-quality interpretive and educational program requires a well-trained staff. Park managers will require National Park Service (NPS) interpretive personnel, and any non-NPS groups or individuals that provide interpretive and educational services to the public on behalf of the NPS to develop the knowledge, skills and abilities necessary for effective interpretation. All NPS interpreters will meet the certification standards for their essential competencies identified in the interpretive development program. (See Section 13.A. 15 and Section 13.A.16)
3. Competency certifications do not replace the existing performance appraisal system. Factors that determine eligibility for promotion include time-in-grade, performance and conduct. Benchmark certification is not a condition of promotion, but can be used to corroborate a standard of performance over the rating period. The ultimate decision to promote an employee through a career ladder lies with the supervisor and division management.
4. The essential interpretive competencies are defined by, and identified in, the National Park Service's Interpretive Development Program. Employee competencies are the entry level, developmental level, and full performance level of the job knowledge, skills and abilities that enable an employee to contribute to the mission of the National Park Service, as well as higher level competencies that are above full performance level.
5. All changes in the competency definitions, assessment tools (rubrics), and/or reassessment procedures will be posted on the Interpretive Development Program (IDP) website: [www.nps.gov/idp/interp/](http://www.nps.gov/idp/interp/)
6. The Interpretive Development Program directly supports the Office of Personnel Management (OPM) approved Ranger Careers benchmark position descriptions, NPS policy, the NPS Servicewide Intake Program, the NPS Training and Development Strategy, and the Government Performance and Results Act. It is a professional development program which provides clear developmental pathways for GS-0025 Park Ranger interpreters and creates national standards for measuring interpretive effectiveness. The program and certification are based on professional models.
7. Competencies are designed to give employees and their supervisors insight into the full spectrum of Service-wide job requirements and to identify, design, and implement training and other developmental programs and opportunities to address essential competency needs identified by employees and their supervisors at all career levels.
8. A written overview of the career development plan for the career path (including all levels of career ladders) including specific definitions of any "Benchmark Competencies" at the entry, developmental, full performance and above full performance levels and/or any defined set of standards will be provided to the employee when they enter on duty. The supervisor will identify the skills that an employee needs to obtain for each career level and/or for the employee's

- personal career development. The supervisor and employee will consult on the various developmental opportunities available to develop the identified skills.
9. Employee development will be achieved through joint efforts of the employee and his/her supervisor in determining any developmental needs, exploring training opportunities, and achieving requirements for certification. The supervisor has the primary responsibility to coach and review the employee's day to day job performance.
  10. Employees may initiate Employee Development Plans (EDP) through their supervisors. The supervisor will assist the employee in the preparation of the EDP and will review it with the employee to assure conformance with organizational needs and individual needs.
  11. Employees and supervisors are encouraged to develop locally-initiated, wide-ranging developmental options, including formal training, developmental details, on-the-job training, mentoring, correspondence course/self-study, college courses, group meetings, and so on. Skills necessary for each competency may be acquired through any source. Relevant training opportunities of all types may be used by the employee to meet competency requirements. All NPS interpretive training opportunities will be forwarded to the Division, announced and posted on the bulletin boards, but the decision to send anyone to this or any other training remains the sole decision of management.
  12. All GS-0025-05/07/09 interpreter series in the Division of Interpretation and Visitor Services (I&VS) will be given sixty (60) hours on the job each year, from the date of this agreement, in order to complete requirements for the full performance level of their positions. Continuation of these sixty (60) hours per year will be based on significant progress by the employee towards completion of any given module. Adequate, expedient technology will be made available to employees working on certification and career developmental projects. GS-0090-05 Park Guides, Seasonals and Volunteers will be given time, when available, to develop their interpretive skills.
  13. Employees will be compensated in accordance with applicable regulations for necessary developmental training, including travel.
  14. Developmental opportunities will be made available equitably to employees at the same level within a career path.
  15. Employees hired on or after the effective date of this agreement will be entered into the Interpretive Development Program. Employees already on duty as of the effective date of this agreement, but not yet at the full performance level of their job, will be promoted through their existing career path.
  16. Employees who have already reached the full performance level of their career path as of the effective date of this agreement will not be required to participate in the certification process. Their participation in the nationally recognized NPS certification process will be voluntary.
  17. All GS-0025-05/07/09 interpreter series in the Division of Interpretation and Visitor Services (I&VS) are encouraged to participate in the certification process.
  18. Employees who are at the full performance level of their positions are not prohibited from further training or developmental opportunities and will be given equal access to these opportunities.

19. In decisions **affecting** career ladder promotions, employees will not be disadvantaged by a lack of adequate funding **necessary** to carry out their developmental training needs.
20. Apart from Ranger Career employees, the competency program is open on a voluntary basis to others in the NPS (GS-0090-05 Park Guides, Seasonals, Volunteers, etc.) who wish to develop their interpretive skills; however, certification does not guarantee a job, grade or salary advancement.
21. Any violations of this agreement can be grieved through established Union grievance procedures.

#### **B. Certification of The Professional Standard**

1. Competency assessments will be done in an objective manner, using the assessment tools (rubrics) for that competency.
2. The names of all NPS certifiers will be posted on the IDP website. [www.nps.gov/idp/interp/](http://www.nps.gov/idp/interp/).
3. Employees will be notified of the assessment of their product in a timely fashion. A memorandum certifying a rating of "achieves certification" will be sent to the supervisor of the employee, with a courtesy copy to the employee. Employees will receive detailed feedback, with comments that clearly indicate why the product either "achieves" or "approaches" certification, including annotation of specific points/examples that describe how the product is successful, or could be strengthened. The employee may officially document certification by completing a 10-182 five-part form, attaching the certification memorandum, and forwarding it to the personnel office for inclusion in the employee's training record.
4. Employees already at full performance levels may receive competency certification in any sequence, i.e.: certification may be obtained for higher-level competencies without first obtaining certification for lower-level competencies.
5. Disputes about certifications: Negative determinations can be appealed to the NPS Training Manager through the established program reassessment request procedure. The employee may initiate this process. (See Attachment No. 1, Current Reassessment Request Procedure)
6. Only the employee will decide if an interpretive product will be sent in for assessment.
7. Each employee has the right to determine the content of any interpretive product, including what he or she will say in a presentation. In regard to videotaped presentations, the employee will choose when their presentation will be taped. The employee will arrange for videotaping assistance through their supervisor.
8. No product will be used for any other purpose, including as an "anchor" – a good example that may be used for **reference**, training or other purpose – without the written permission of the employee. An employee may retain/request/receive a copy of any products he/she submits. After the certification process is completed, the tape will be returned to the employee and any copies made for certifiers will be erased.

9. Certification products will be held in strict confidentiality by certifiers. Confidentiality standards are available from the NPS Training Manager. If an employee wishes anonymity during the certification process, they should not put their name on the product submitted; instead, they should attach a memorandum to the product addressed to the NPS Training Manager stating the request for anonymity in the certification process and include their name on the memo.
10. Employees who have religious or other acceptable reasons for not being recorded will provide a written statement to the NPS Training Manager requesting to be excused. The employee and the NPS Training Manager will discuss alternative methods for assessment.
11. An employee may request that a supervisor review a particular program in preparation for the program to be made a product for certification. An employee may also request that a supervisor review, unofficially, a recorded or unrecorded project, but the supervisor will not be part of the official assessment process.

*Attachment No. 1*

**Program Reassessment Request Procedure:**

- Supervisor and/or employees initiate.
- The Product Reassessment Worksheet or detailed justification must be completed by the supervisor and employee to document specific rubric-based question.
- Reassessment Request is reviewed by the Training Manager, and the request is determined to be justifiable and reasonable.
- A three-certifier review is initiated. The Training Manager or designee is one of the three certifiers, and considered the submitter's justification. The other two certifiers do not see the justification, and are not informed of the reason of the three-way review.
- All three must agree to override the original determination. An agreement of two or less does not constitute a statistical basis to override.

**Article 22**  
**Tests and Employee Selection Process**

**Section 1–General**

The Employer recognizes the responsibility to maintain selection procedures in compliance with Federal policy concerning validity and job relatedness.

**Section 2–Duty Time**

Ordinarily, employees will be granted duty status time to take federally sponsored tests that may be used for promotion and/or placement in INDE, if such tests are conducted while the employee would be in a duty status.

**Article 23**  
**Details and Reassignments**

**Section 1—Detail Definition**

A detail is the temporary assignment of an employee to a different position or the same position at a different location for a specific period, with the employee returning to his/her permanent position at the same location at the end of the detail period.

**Section 2—Documentation**

Details in excess of 30 calendar days will be documented on a Standard Form 50 and maintained in the employee's official personnel folder.

**Section 3—Duration**

The Employer is responsible for keeping details within the shortest practicable time limits and assuring that details do not compromise the open competitive principle of the merit system.

**Section 4—Higher Graded Duties**

Those details to higher graded positions or to positions with known promotion potential which require competition will be handled in accordance with the Article on Merit Promotion.

**Section 5—Lower Graded Duties**

Should the requirements of the Employer necessitate an employee being detailed to a lower-graded position, it will not adversely affect the employee's ability to bid on any job for which he/she would have been eligible had he/she not been detailed to the lower level job.

**Section 6—Union Officials**

The Employer will take in consideration that an employee is also a union official before placing him/her on a noncompetitive or involuntary detail. The Employer agrees to notify the Union prior to placing any designated Union representatives on a detail away from the representative's normal duty station.

**Section 7—Reassignments**

- A. A reassignment is the permanent assignment of an employee to a different position at the same grade, or to the same position at a different location.
- B. The Employer has the responsibility to determine qualifications for any reassignment. For noncompetitive reassignments, qualified volunteers will normally be selected for reassignment before non-volunteers are reassigned. If there are more qualified volunteers than reassignment opportunities, the most senior volunteer(s) using the Service Computation Date (SCD) will be selected. If there are not enough volunteers, the least senior qualified employee will be selected.
- C. When an employee is reassigned to a different position, the employee will be given a reasonable period in which to become proficient. If he or she cannot attain satisfactory

performance, serious consideration will be given to reassign the employee back to the previous position or another position at the same grade level.

#### Section 8–Assignment of Duties for Medical Reasons

Upon request, the Employer will make every reasonable effort to assign limited duties to an employee who is temporarily unable to perform the full range of his/her assigned duties because of medical reasons. The Employer may require sufficient medical documentation in support of the request.

**Article 24**  
**Position Classification**

**Section 1-General**

The parties agree that position descriptions shall accurately reflect the principal duties and responsibilities of the position.

**Section 2-Position Description**

**A. The Employer will maintain a complete and up-to-date file of position descriptions of all classified positions in the bargaining unit. Upon initial appointment and any position change, an employee will receive a copy of their position description as an attachment to the SF-50, Notification of Personnel Action.**

**B. When an employee believes that significant changes have occurred in his or her regularly assigned responsibilities and regularly performed duties, the employee will discuss the situation with his/her supervisor.**

**If the supervisor cannot resolve the employee's concerns to the employee's satisfaction, the employee may request that the supervisor arrange for an appropriate personnel specialist to provide further information to the employee. This should include information concerning the results of any recent reviews and audits. The specialist may audit the position if an audit has not been conducted recently. A copy of the audit report will be given to the employee upon request. Upon request, the Employer will make a reasonable effort to allow the employee an opportunity to talk to the personnel specialist.**

**Any employee may file a statutory classification appeal of his/her position at any time in accordance with appropriate rules and regulations.**

**A reclassification to a higher grade shall be effective at the conclusion of the first full pay period following final approval by the Servicing Personnel Office, if the incumbent of that position is promoted non-competitively to the position.**

**Article 25**  
**Multilingual Employees**

**Section 1-Definitions**

- A. Multilingual/bilingual means proficiency in a language or languages, in addition to English. This definition also includes American Sign Language.
- B. Multilingual/bilingual skills and duties may include speaking, understanding, reading and writing.

**Section 2-Assistance and Training**

- A. Upon request, the Employer will make available appropriate bilingual dictionaries as available.
- B. The development of multilingual skills is an appropriate use of Government Employee Training Authorization (GETA) funds.

**Section 3-Awards**

- A. Multilingual service is an appropriate basis for the granting of awards in accordance with the provisions of the contractual provisions on awards. However, multilingual service of and in itself is not sufficient to warrant an incentive **award**.
- B. INDE, upon request, will furnish AFGE with data each year, indicating, by component, the number, amounts and types of awards for multilingual employees.

**Article 26**  
**Equal Employment Opportunity**

Section 1–Policy

The parties agree that Equal Employment Opportunity shall be administered in accordance with all applicable laws and regulations governing federal employees. The Employer and the Union subscribe fully to the principle of Equal Employment Opportunity.

Section 2–Affirmative Employment Plan

A. The Employer will have a positive, continuing and results-oriented program of affirmative action. The Employer will provide management support and budgetary planning to achieve affirmative action objectives throughout the park.

B. Prior to any implementation of any revised Affirmative Employment Program Plan, the Employer will provide a copy of the current AEP and any proposed additions, modifications or deletions to the Union and, upon request, will fulfill its duty to bargain under the law and this agreement. Any AEP which covers the park will be consistent with current EEOC guidelines for Affirmative Employment Programs.

C. Any and all INDE or EEOC evaluation of INDE progress against the AEP will be timely provided to the Union.

D. The Employer and the Union will meet annually to assess progress and make recommendations. The Employer and the Union will have an equal number of representatives. This meeting may be informal but a joint written report will be prepared. The participants, at that time, will receive a briefing on the overall NPS and DOI programs. This report will be submitted to the Superintendent and the Local 2058 President.

Section 3–Setting Objectives

Should adverse EEO impact be evidenced pursuant to the Affirmative Employment Program plan, specific and measurable objectives shall be set and publicized to the park to correct the conditions. Validating existing selection procedures or modifying/substituting selection procedures will be considered where adverse impact is found.

Section 4–Information and Data

A. The following materials will be posted and kept current on Equal Opportunity Bulletin Boards:

1. The names, work locations, photographs and phone numbers of each park EEO counselor will be prominently posted on official Equal Opportunity bulletin boards and kept current. The phone number of the Regional Office EEO officials will also be posted.

2. A written description of EEO complaint procedures, the EEOC's definition of sexual harassment, and a brief description of the purpose and contents of any AEP in place, along with information on how to obtain a copy of that document.

B. The Employer agrees to furnish the Union the following EEO statistics on an annual basis:

1. Work Force Profile by race, sex and grade by Professional, Administrative, Technical, Clerical and Other Blue Collar (PATCOB) categories conditions.

C. The Union will be entitled to have advance notice and to have a representative from the Union present at general employee meetings held for the purpose of discussing the AEP.

#### Section 5-Counselors

A. The Employer agrees to maintain enough trained and certified EEO Counselors so they are readily available to employees. Selections of any employee in any capacity relevant to EEO Program functions or activities will be made with due concern to qualification requirements including but not limited to the employee's expressed interest in and concern for EEO objectives and activities.

B. It is mutually agreed by the parties that the Union at appropriate levels may submit nominees for EEO counselor positions being filled on a collateral duty basis. The Employer will appoint the Equal Opportunity Counselors and will give consideration to the Union nominees.

C. When feasible, employees may select trained park EEO counselors of their choosing. If the employee cannot be provided with a park counselor of his or her choosing, the names of available park counselors will be provided.

D. Union officials representing employees in an EEO complaint will have prompt access, subject to applicable EEOC procedures, to copies of the EEO counselor and investigative reports and the personnel records of the complainant, as appropriate.

E. No employee shall be precluded from serving as an EEO counselor based on grade level.

F. The Counselor will provide the employee or his/her representative a copy of the initial contact form.

#### Section 6-Complaints

A. Any employee who wishes to file or has filed a complaint shall be free from coercion, interference and reprisal, and shall be entitled to expeditious processing of the complaint within the time limits prescribed by regulations. Any employee who seeks to file a complaint shall have the right to select a representative of his/her choosing, provided there is no conflict of interest with the official or collateral duties of the employee, the representative, the Commission or the Agency.

B. An employee has the option of filing a complaint under the negotiated grievance procedure or under the EEO complaint procedure, but not both. At the time of the initial contact, the EEO Counselor will provide an employee written information on their right to file either a negotiated grievance or an EEO complaint. EEO counselors will provide inquiring employees a written description of EEO complaint procedures and the negotiated grievance procedure. The final counseling report will be given to the employee.

The decision to file under the statutory EEO procedure or under the negotiated grievance procedure will be deemed to have been made when either a written grievance or discrimination complaint is filed. The choice is irrevocable.

C. The Employer agrees to furnish the Union an annual statistical report concerning discrimination complaints filed by bargaining unit employees.

#### Section 7—Duty Status

A reasonable amount of official time will be authorized to employees and/or to representatives, who would otherwise be in a duty status, to participate in statutory complaints. Employees who use official time authorized by their supervisors for EEO activities as complainants, representatives or counselors will not be penalized.

#### Section 8—Sexual Harassment

A. The parties recognize that harassment on the basis of sex is a violation of the law. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitutes harassment when the conditions described in EEO guidelines exist.

B. Training on the subject of sexual harassment shall be included in the park's training program provided to EEO counselors.

**Article 27**  
**Upward Mobility**

Section 1–Goal

The parties agree that the goal of upward mobility is to provide the Employer with the opportunity to tap the talents of employees in lower graded positions without promotion potential while providing employees with the opportunity to advance and perform at their potential.

Section 2–Objectives

In implementing upward mobility programs at the park, the Employer will consider the following approaches which will provide for:

- A. Identification of job patterns and promotional opportunities commensurate with employee skills and potential;
- B. Lateral reassignments and bridge positions for employees whose current jobs do not provide an opportunity for further advancement;
- C. Education and training to provide employees the opportunity to enhance qualifications through education and training;
- D. Staffing techniques;
- E. Elimination, when possible, of non-performance related impediments as promotional factors.

Section 3–Affirmative Action Planning

Upward mobility objectives are to be an integral consideration in affirmative action planning and will be consistent with equal employment opportunity goals and objectives.

Section 4–Educational Programs

The Employer will establish at least one program in the park to provide an ongoing opportunity for interested employees to increase their job skills (computer training, communications, time management, stress reduction and so on).

**Article 28**  
**Child Care/Elder Care**

**Section 1–Policy and Purpose**

This article addresses the child/elder care needs of INDE employees. The parties recognize that employees may have special child/elder care needs during working hours.

**Section 2–Employee Needs**

- A. The Employer agrees to grant emergency annual leave requests and to consider emergency requests for leave without pay brought about by the unexpected changes in family care arrangements, contingent upon operational exigency. Should a child or elder care emergency be the result of an illness or medical condition, an employee may be granted sick leave under the Family Friendly Leave Act.
- B. The Employer recognizes that it may be necessary for employees to contact child/elder care providers during duty hours.
- C. The Employer will provide such listings as are available to Federal agencies in the area of child care and elder care facilities in the area, including Delaware and Southern New Jersey, to be posted in each division.
- D. The Employer will work with the employee to foster a solution to child/elder care issues.

**Article 29**  
**Disciplinary and Adverse Actions**

**Section 1—Statement of Purpose and Policy**

The parties agree that the objective of discipline is to correct and improve employee behavior so as to promote the efficiency of the service. The parties agree to the concept of progressive discipline designed primarily to correct and improve employee behavior. Bargaining unit employees will be the subject of disciplinary or adverse action only for just cause.

**Section 2—Definition of “Day”**

For the purpose of this article, the word “day” means calendar day unless otherwise specified.

**Section 3—Counseling and Warnings**

Normally, discipline will be preceded by counseling and assistance including oral warnings which are informal in nature and are not recorded. However, management retains the right to take whatever disciplinary action it deems necessary and appropriate based on the circumstances of each individual case. Letters of warning or requirement may be issued and maintained for up to 6 months. At that time, the supervisor will review and return the agency copy to the employee, provide a written notice of extension, or take other necessary action.

Counseling and warnings will be conducted privately and in such a manner so as to avoid embarrassment of the employee.

**Section 4—Reprimand**

An official reprimand is a written disciplinary action which specifies the reasons for the action. The reprimand will specify that the employee may be subject to more severe disciplinary action upon any further offense and that a copy of the reprimand will be made a part of the Official Personnel Folder and authorized extension files for up to 2 years. An employee may request that the reprimand be removed from the Official Personnel Folder at any time after one year. The reprimand will be removed if there have been no further instances of misconduct and the Employer considers the problem corrected. However, this does not preclude the employer from relying on the reprimand in assessing penalties for future discipline.

If a discussion is to be held when a reprimand is given, the supervisor will advise the employee of his/her right to Union representation prior to the start of the discussion. The letter of reprimand will inform the employee that he/she has the right to file a grievance on the reprimand under the negotiated grievance procedure, and the right to Union representation.

**Section 5—Short-Term Suspensions**

- A. An employee against whom a suspension for 14 days or less is proposed is entitled to:
  - I. An advance written notice of no less than ten (10) calendar days stating the specific reasons for the proposed action;

2. Up to ten (10) calendar days to answer orally and in writing and to furnish affidavits and other documentary evidence in support of the answer; and
3. Be represented.

B. After considering the employee's response, the Employer will issue a written decision. If the decision is unfavorable to the employee, the decision may be grieved, beginning with the last (pre-arbitration) step of the grievance procedure.

**Section 6—Removal, Suspension for More Than 14 Days, Reduction-in-Grade, Reduction-in-Pay, and Furlough of 30 Days or More**

A. An employee against whom such an action is proposed is entitled to:

1. Advance written notice of thirty (30) calendar days stating the specific reasons for the proposed action.
2. Up to fifteen (15) calendar days to answer orally and in writing, and to furnish affidavits and other documentary evidence in support of the answer.
3. Be represented.

B. After receiving the employee's response, the Employer will issue a written decision. If the decision is to impose discipline, it will specify the reason therefore, the effective date, the action to be taken, and the appeal rights.

The employee may appeal the decision to the Merit Systems Protection Board or, the employee may file a written grievance under the terms of this agreement. Any such grievance will be initiated at the last (pre-arbitration) step.

The choice of the appeal forum is irrevocable. An employee shall be deemed to have exercised his/her option at such time as the employee timely initiates an action under the statutory procedures, or timely files a written grievance at the last (pre-arbitration) step, whichever occurs first. Any grievance must be initiated no later than 30 days after the effective date of the action.

C. Employees shall be entitled to representation in all phases of these procedures.

**Section 7—Requests for Time Extensions on Proposals**

The Employer will not unreasonably deny a request for extension of the time to respond to proposals.

**Section 8—Notice to Union**

The Employer will provide two copies of proposed disciplinary or adverse action and the decision to the employee. One copy will clearly be marked "Representative copy."

### Section 9—Timeliness of Discipline

If the Employer feels that disciplinary or adverse action is necessary, such action will be initiated timely **after** the offense was committed or made known to the Employer.

**Article 30**  
**Grievance Procedure**

**Section 1–Purpose**

The purpose of this article is to provide a mutually acceptable method for the prompt and equitable settlement of grievances filed by bargaining unit employee(s), the Union or the Employer.

**Section 2–Coverage and Scope**

A grievance means any complaint:

- A. by an employee(s) 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(s), the Union or the Employer concerning:
  - 1. the effect or interpretation, or a claim of breach, of a collective bargaining agreement; or
  - 2. or misapplication of any law, rule or regulation affecting conditions of employment.
- D. Grievances on the following matters are excluded from the scope of this procedure:
  - 1. any claimed violation of 5 USC 73 relating to prohibited political activities;
  - 2. retirement, life insurance or health insurance;
  - 3. a suspension or removal under 5 USC 7532 relating to national security;
  - 4. any examination, certification, or appointment; or
  - 5. the classification of any position which does not result in the reduction in grade or pay of an employee.

**Section 3–Exclusivity**

Grievances may be initiated by employee(s) covered by this Agreement and/or their Union representative or by the Employer. Representation of bargaining unit employees shall be the sole and exclusive province of the Union.

This is the exclusive procedure available to bargaining unit employees, the Union or the Employer for the resolution of grievances.

#### Section 4—Representation

- A. Bargaining unit employee(s), filing a grievance under this procedure, may represent themselves or be represented only by a designee of the Union.
- B. Upon filing of a grievance, when an employee is self-represented, the Union has the right to be present during the grievance proceedings. The Union will be notified of all grievances for which individual employees do not request Union representation, so that the Union may exercise its right to attend grievance meetings.
- C. Where the grievant elects Union representation, meetings and communications with regard to the grievance attempts at resolution shall be made through the designated Union representative.
- D. The parties agree to schedule all steps in the grievance process during the work hours of the grievant and Union representative unless the parties mutually agree otherwise.
- E. The Union has the right to be present during any proceeding under the negotiated grievance procedure. If the Union is not the designated representative, a copy of the grievance will be provided to the Union in a timely manner. The Employer will provide the Union reasonable advance notice of any grievance meeting/discussion when the Union is not the designated representative. A copy of each grievance decision will be timely provided to the Union.

#### Section 5—Resolution of Grievances and Employee Standing

The Union and the Employer agree that grievances should be settled in an orderly, prompt and equitable manner. Every effort shall be made by the Employer and the Union to settle grievances at the lowest appropriate level. Employees and their representatives will be unimpeded and free from restraint, interference, coercion, discrimination or reprisal, consistent with 5 USC 71 and this agreement, in seeking adjustment of grievances. Employees shall be authorized necessary time while on duty, subject to supervisory approval, to prepare and participate in grievances, including individual or group grievances.

#### Section 6—Grievability/Arbitrability Questions

In the event either party should declare a grievance non-grievable or non-arbitral, the original grievance shall be considered amended to include this issue at the time that it is raised but must, in any case, be raised prior to the due date for the written answer in the final step of this procedure. All disputes of Grievability/Arbitrability shall be referred as threshold issues in the related grievance, except where the parties agree to hear the threshold issue and merits of the grievance separately.

#### Section 7—Time Limits

- A. A grievance concerning a continuing violation or condition including EEO matters may be presented at any time. Except as covered in Section 8(B), a grievance concerning a particular act or occurrence must be presented to the Step 1 management official within thirty (30) Calendar days of the action or date the employee became aware of it.
- B. Proof of service shall be an electronic email return receipt, return post office receipt executed by the person if served by US mail; or a written acknowledgement from the person served when hand delivered.

C. All the time limits in this article may be extended by mutual consent.

#### Section 8—Options

A. In accordance with 5 USC 7121, an employee at his/her option may raise matters covered under Section 4303 (Unacceptable Performance) and 7512 (Adverse Actions) under the appropriate statutory procedures or the negotiated grievance procedure, but not both. An employee shall be deemed to have exercised his/her option at such time as the employee timely files a notice of appeal under the applicable appellate procedures or timely files a grievance in writing, whichever event occurs first.

Similarly, an employee affected by a prohibited personnel practice under Section 2302(b)(1) of the Civil Service Reform Act may raise the matter under a statutory procedure or the negotiated procedure but not both. An employee shall be deemed to have exercised his/her option at such time as he/she timely files a grievance in writing or files a written complaint under the statutory EEO procedure, whichever event occurs first.

B. Before filing a grievance which alleges discrimination, the employee may first discuss the allegation with an EEO counselor. This discussion must be within 45 calendar days after the event causing the allegation or after the date the employee became aware of the event. The counselor shall have 30 calendar days to resolve the matter informally. If the counselor is unsuccessful, he/she will give the employee a written notice stating his/her right to file either a formal complaint under the statutory EEO procedure or a grievance under this procedure. If the employee elects to file under the negotiated procedure, he/she shall proceed under Section 9 of this article within 15 working days and if the counseling process was used, attach a copy of the counselor's notification to the grievance. The EEO counselor will advise the employee with whom the grievance may be initially filed. For the purpose of this section, the Step 1 official is the official who took the action which gave rise to the allegation of discrimination or his/her designee. If this official is also the Step 1, 2, or 3 official identified in Section 9, the grievance will be entered at that step of the grievance procedure. If the official is the Step 3 official, that official will have 15 working days to attempt to resolve the matter and issue a decision.

If the matter is not resolved, the grievant will have 5 workdays to elect to have the matter reviewed by a higher appropriate authority identified by the Employer. That official will have 25 workdays to either resolve the matter or render a final decision. If the employee does not elect to use EEO Counseling, any grievance must be initiated within 45 days of the event which gave rise to the allegation, or after the date the employee became aware of the event, in accordance with the above procedure.

#### Section 9 – Grievance Procedures

The attached grievance form is recommended.

##### Step 1

A. A grievance must be submitted in writing and presented at the lowest appropriate supervisory level with the authority to resolve the grievance, normally the immediate supervisor. This shall be done within 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 except as provided in Section 8 above (Options).

The written grievance will include a description of the matter(s) being grieved, including the articles of the agreement that are involved. If the immediate supervisor does not have authority to adjust the grievance, the supervisor will notify the Union representative and the grievant who management's grievance official is and when the grievance was forwarded to that person for processing under this procedure.

B. Within ten (10) working days after initial receipt of the grievance, the Step 1 official must hold a meeting or, if one is not requested, issue a decision in writing, identifying the Step 2 official (name, title, work location). If the meeting is held after the fifth work day, the Step 1 official must issue a decision within five (5) working days after the meeting. The decision will either grant, partially grant, deny or reject the relief sought, with the reasons for the decision.

#### Step 2

A. If the issue(s) remain unresolved, the grievance may be appealed in writing to the Step 2 official within five (5) working days after receipt of the Step 1 decision. The Step 2 official will be no lower than the Division Chief. If a grievance discussion is requested, it should be requested in writing when the case is appealed. The grievant shall have ten (10) workdays to make an oral and/or written presentation.

B. The Step 2 official will attempt to resolve the grievance and will give a written decision containing the reasons for the decision within ten (10) workdays after the presentation date. If no presentation is made, the decision will be issued 10 work days after the Step 2 grievance is filed.

#### Step 3

A. If the issue(s) remain unresolved, the grievance may be appealed in writing to the Superintendent with a copy to the Union within five (5) work days after receipt of the Step 2 decision. If a grievance discussion is requested, it should be requested in writing when the case is appealed.

B. The Superintendent will review the case based on the written 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 15 work days after receipt of the employee's grievance.

C. If the issue(s) remain unresolved, the Union or management may refer the grievance to arbitration in accordance with the article on Arbitration in this agreement.

D. If the grievance is not settled at Step 3, the Employer or the Union may, within 5 days of receipt of the Step 3 response, request mediation by the Federal Mediation and Conciliation Service or another mutually agreed upon third party mediator. If mediation is invoked, it must be mutually agreed by both parties.

#### Section 10 – Grievance Meetings and Officials

A. Face-to-face meetings are preferred whenever feasible. If such meetings cannot be arranged within the time frames for oral presentations, the parties may meet at a later date as scheduling will permit, but should not delay the grievance process longer than 30 days.

The Employer will maintain only one grievance file throughout this process in order to eliminate incomplete and inappropriate multiple agency files on individual and their grievances.

#### Section 11—Union Management Grievance

Either party may opt to submit grievances through their respective representatives. These will be submitted to the Superintendent or the Local 2058 President. Step 1 of the attached grievance form may be used for this purpose.

A grievance concerning a continuing violation may be presented at any time. A grievance concerning a particular act or occurrence must be presented to the other party within thirty (30) working days of the action or date the moving party became aware of it.

When a grievance is filed, the parties will meet and/or discuss the matter within ten (10) working days after receipt. A written decision will be issued within ten (10) working days of the meeting. If the grievance is not settled by this method, the grieving party may invoke arbitration within thirty (30) working days after receipt of the final decision; however, prior to invoking arbitration, each party will consult with appropriate levels within its respective organization. Either party may move its grievance to arbitration 45 calendar days after the grievance was filed.

Arbitration awards or grievance settlements shall not be applicable or precedential beyond the jurisdiction of the parties to the grievance, unless the parties at a higher level agree otherwise.

Section 12—All grievance decisions will be in writing and state the issue being grieved, a summary of the findings and the rationale for the decision. The sources of relevant documents cited in the decision will be provided if they are not otherwise readily available to the employee.

#### Section 13 – Failure to Meet Requirements

- A. Any grievance for which the Employer fails to meet any of the time requirements of this procedure may be advanced to next step.
- B. If the grievant, after receiving a timely decision, fails to timely pursue the grievance, the grievance shall be terminated.
- C. If a decision is not issued, the grievance will not terminate.
- D. In employee grievances, failure on the part of the Agency to meet any of the time limits at any step of the grievance procedure (unless time limits are mutually extended) will allow the grievant to invoke mediation to be arranged and funded by the employer.

BLANK



**AFGE LOCAL 2058/INDEPENDENCE NHP GRIEVANCE FORM**



**Grievant(s):** \_\_\_\_\_

**Represented by:** \_\_\_\_\_

**Description of Grievance:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Law, regulations, contract articles, MOU's, Past Practices and so on that were violated:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Remedy Requested:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Grievant Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Meeting Requested: YES NO

STEP 1 Filed by: \_\_\_\_\_  
(Signature and Date)

Received by: \_\_\_\_\_  
(Signature and Date)

Attach Response to Grievance

Step 1 Grievance Official Signature and Date: \_\_\_\_\_

Meeting Requested: YES NO

STEP 2 Filed by: \_\_\_\_\_  
(Signature and Date)

Received by: \_\_\_\_\_  
(Signature and Date)

Attach Response to Grievance

STEP 2 Grievance Official Signature and Date: \_\_\_\_\_

\_\_\_\_\_

Meeting Requested: YES NO

STEP 3 Filed by: \_\_\_\_\_

Received by: \_\_\_\_\_

Attach Response to Grievance

STEP 3 Grievance Official Signature and Date: \_\_\_\_\_

\_\_\_\_\_

Grievance Advanced to Arbitration by: \_\_\_\_\_  
(Signature and Date)

## Article 31 Arbitration

### Section 1- Purpose

This Article shall be administered in accordance with the Federal Service Labor-Management Relations Statute, title 5, U.S. Code Chapter 7, and this Agreement. This Article establishes the procedures for the arbitration of disputes between the Union and Agency, which are not satisfactorily resolved by the negotiated grievance procedure found in Article 30 of this Agreement. A referral to arbitration can be made only by the Union or the Agency.

### Section 2.0- Preliminary Procedures

The Union or the Employer may invoke arbitration by serving written notice on the other party within thirty (30) days following receipt of a final decision under the Negotiated Grievance Procedure found in Article 30. The notice shall identify the grievance and shall be signed and dated by an authorized representative on behalf of the party submitting the matter to arbitration. "Day" in the Article is defined as a work day (Monday – Friday, excluding holidays and days in which the Agency is not open for business).

#### 2.1 Method of Selecting an Arbitrator

Within 10 days after invoking arbitration, the parties to the arbitration shall request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS) by jointly submitting a completed FMCS Form R-43, "Request for Arbitration Panel". If one Party refuses to join in the request for arbitrators the other Party may make a unilateral request to FMCS for a panel of arbitrators. A copy of the request to FMCS will be served on the other party. By providing a list of arbitrators, FMCS has not ruled on the arbitrability of the grievance. Within 10 days from receiving the list of arbitrators from the FMCS, the Parties shall meet to select an arbitrator. If the Parties cannot agree upon an arbitrator, the Parties shall each strike one (1) name from the list alternately and then repeat the procedure until only one name remains. The person whose name remains shall be selected as the arbitrator. The Party striking the first name shall be chosen by a coin toss. The cost of obtaining a list of arbitrators from the FMCS shall be shared equally by the Parties. At any time, the Parties may obtain anew list of arbitrators from the FMCS by mutual consent. Upon request of the grieving Party (i.e., the Employer or the Union), the FMCS shall be empowered to make a direct designation of an arbitrator to hear the case in the event (1) either Party refuses to participate in the selection of an arbitrator; or (2) upon inaction or undue delay on the part of either Party.

2.2. Upon selection of the arbitrator, the Parties shall jointly communicate with the arbitrator and one another to select an agreeable date for the submission of motions and responses dealing with questions of arbitrability, if any, and establish a date for the hearing. Hearings over employee grievances shall take place at the site where the employee works, unless otherwise mutually agreed to.

2.3. When a grievance concerns a complaint of sexual harassment, as defined in Article 26, Equal Employment Opportunity, the hearing shall be a closed forum upon request of the Union.

### Section 3.0 - Grievability/Arbitrability

The arbitrator has the authority to make all grievability and/or arbitrability determinations. If either Party raises an issue of grievability/arbitrability, the arbitrator will hear the merits of the underlying grievance and decide both issues together. Arbitrability/grievability issues must be raised in writing by Step 3 of the grievance procedure.

Upon mutual agreement of the Parties, issues arising under this section may be submitted to the arbitrator by brief, and decided prior to a hearing on the merits of the underlying grievance. Any allegations of grievability/arbitrability will be heard as threshold issues in the hearing. There will be no separate hearing of grievability/arbitrability issues, except by mutual consent.

#### Section 4.0 Witnesses and Parties

4.1. The grievant(s), the grievant's representative, and technical advisor, if any, and all employees identified as witnesses, who are in an active duty status, shall be excused from duty and granted duty time and travel and per diem expenses to the extent necessary to participate in all phases in the arbitration proceeding, either as a Party or to testify as a witness, without loss of pay.

4.2. The Agency shall ensure that all witnesses who are employed by the Agency are available for the hearing. In those instances when a witness cannot be made available on the day required, the arbitration may be postponed.

#### Section 5.0- Authority of Arbitrator

The arbitrator's decisions shall be final and binding subject to the Parties' right to take exceptions to an award in accordance with the law, or the grievant's right, if applicable, to initiate court action. However, the arbitrator shall be bound by the terms of this Agreement and shall have no authority to add to, subtract from, alter, amend or modify any provision of this Agreement. The arbitrator may retain jurisdiction over a case when necessary to clarify the award, and will retain jurisdiction in all cases where exceptions are taken to an award and the Federal Labor Relations Authority sets aside all or a portion of the award.

#### Section 6.0- Ex Parte Communication with Arbitrator

There will be no communication with the arbitrator unless both Parties are participating in the communication.

#### Section 7.0- Computation of Time

In computing periods of time for the purpose of this article, the first day of counting will be the day after the day of the act or event (e.g., the day after the employee received a final decision to take discipline, or the day after the deadline for submitting a response to a grievance). If the last day in the count is a Saturday, Sunday, a legal holiday, a day other than a legal holiday when the employer's office is closed, or a day in which an unscheduled leave policy is in effect due to inclement weather, that day shall not be counted, and the last day will be the next regular work day.

#### Section 8.0- Arbitrator's Award

The arbitrator shall render a written decision not later than 30 days after the conclusion of the hearing unless the Parties mutually agree to extend this time limit. If no exception or other appropriate legal action is filed within the time limit established by statute and/or FLRA regulation, the award is final and binding. The appropriate Party will immediately take the actions required by the final award within 30 days after it becomes final and binding, except as provided by the Award.

#### Section 9.0- Costs of Arbitration

9.1. The Parties agree to share equally the cost of regular fees, including reasonable travel expenses of the arbitrator selected to hear the case.

9.2. The cost of a reporter or transcript, if used, shall be shared equally by the Parties if it is mutually agreed by the Parties to have one, or where requested by the arbitrator. Absent mutual agreement, either Party may unilaterally request that a transcript be prepared but must bear all costs incurred in its preparation.

9.3. If, prior to the arbitration hearing, the Parties resolve the grievance, any cancellation fees shall be borne equally by both Parties. If a Party requests postponement, that Party shall bear the full cost of any rescheduling fees or postponement fees.

#### Section 10.0 - Attorney Fees and Expenses

##### 10.1

a. Attorney's fees will be authorized in accordance with the provisions outlined in 5 USC 5596.

b. All charges of the arbitrator incurred in connection with the award of attorney fees will be shared equally by the parties.

## Article 32 Official Time

### Section 1--Policy Statement

The purpose of official time is to provide bargaining unit employees time in which to perform union representational activities during normal working hours, without loss of pay or charge to annual leave. This article provides a process for the allocation and approval of official time and recognizes that the appropriate use of official time benefits both management and labor. The parties agree that union officials, when not engaged in authorized labor management activities, are expected to accomplish the duties of the position to which they have been assigned.

### Section 2--Designation

A. The Employer will recognize Union officials designated by the President or other appropriate Union authority as users of official duty hours for Union representational activities and labor-management relations functions.

B. The Union will provide the Employer with a 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. Stewards shall be designated on a ratio of one appointed steward for every twenty-five (25) bargaining unit employees with a minimum of four stewards plus one Chief Steward.

### Section 3--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 Local 2058 President. Any pending discussions with the Local President will not preclude supervisors from taking appropriate action in cases of official time abuse.

### Section 4--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 and does not apply to long-term training.

B. Local 2058 and INDE will provide joint training for supervisors and designated Union officers and representatives on this Agreement in the first year of its effective date. The Union and the employer will each designate one person to design and carry out the training. The Employer's sole expense for all this training will be official time and available training facilities. This training will not exceed 8 hours per session.

C. Additional training for Union representatives, when the subject matter of 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 24 hours in a calendar year. If travel outside the Philadelphia area is involved, any Union official traveling to or from authorized training will be considered to be in a documented non-pay duty status, in accordance with National Park Service and other federal travel regulations. The employer's sole expense for this training will be official time.

D. When a new Union representative is designated, the employer will permit the representative up to four hours of official time to receive a union representative orientation provided by the Union president or his/her designee, on the administration of the agreement, normally no later than one month from the date of designation. This time is over and above the time authorized for training in Section 4 (C).

#### Section 5--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 entering a work area to meet 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 representative and the employee to leave the work area, 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.

F. When a Union representative needs to leave the work site due to an urgent need to perform his or her representational duties and his or her supervisor and second line supervisor is temporarily absent from the work site, the Union representative will notify the supervisor by leaving a note on the supervisor's desk, sending an email message or any other type of electronic messaging method, indicating where they are and approximately how long they will be gone. An official time form will be submitted to the supervisor upon return of both the Union representative and his or her supervisor. If the first or second line supervisor returns to the work site before the Union representative completes his or her representational duties, it is understood that the official time may be curtailed based on operational needs.

#### Section 6--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.

The Union will be granted a block of 520 hours of Official Time per year, normally to be taken at a rate of 10 hours per week. This time is to be used exclusively by the Union President and the First Vice President for representational purposes for BUEs of Independence National Historical Park. All use of this block of time will be within the park. All other officers and stewards of the Local shall apply for Official Time in accordance with Article 33.

The President and Vice President will have to apply for any additional use of Official time as needed in accordance with Article 33. The Union will post a regular schedule of available hours quarterly. In the event of a pressing operational need, the regularly scheduled Official time will be deferred to an appropriate time.

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  
AFGE LOCAL 2058 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:  
\_\_\_\_\_  
(Division)

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)

8. Other \_\_\_\_\_  
(Specify)

Union Representative Signature \_\_\_\_\_ Date Submitted \_\_\_\_\_  
\*\*\*\*\*

APPROVED \_\_\_\_\_ DENIED \_\_\_\_\_ Other \_\_\_\_\_

Reason for Denial or Rescheduling: \_\_\_\_\_

\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Date of Decision

## **Article 33 Committees**

### **Section 1--Labor/Management Meetings**

A joint Labor/Management Cooperative Committee will be established consisting of up to three representatives each designated by the Union and the Employer.

These meetings shall be to exchange information and discuss issues dealing with personnel practices and procedures. Matters affecting working conditions and other appropriate subjects. These meetings will be scheduled at mutually agreeable sites, dates and times. 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.

Union representatives from the bargaining unit will be authorized official time to participate, if they would otherwise be in a duty status.

Matters proposed for discussion by either party will be forwarded to the other party prior to these meetings, when possible.

### **Section 2--All Other Committees**

A. The Union is entitled to designate a representative from the unit for each committee if there are any bargaining unit members on the committee and if personnel policy, practices and working conditions will be discussed.

B. It is understood that the Union does not waive any bargaining rights with regards to recommendations or other decisions or proposed actions generated by park committees. This does not create an obligation on the park to bargain on issues that would otherwise be nonnegotiable. The opportunity to bargain on any change in personnel policy, practices or working conditions resulting from a committee action will be provided to the Union president.

C. The park will notify the Union President of any proposal to establish a committee that includes bargaining unit employees on or after the date of this agreement.

**Article 34**  
**Time and Leave**

**Section 1--General Policies and Practices**

- A. Employees shall accrue leave in accordance with statute and regulations of the Office of Personal Management.
- B. With the exception of military leave, all absences will be charged in increments of one-quarter (1/4) hour.
- C. **Leave requests, approvals and denials will be made in writing on form SF-71 or through electronic means at the supervisors discretion.**
- D. **Every effort will be made to accommodate employees who are arranging for and/or attending funerals and similar emergencies for immediate relatives, or individuals related by blood or affinity whose close association with the employee is the equivalent of a family relationship.**
- E. Use of leave or leave balances will not be the basis for denial of overtime or credit hours.
- F. The Employer will provide employees with its written reasons for any denial of leave.
- G. Leave will not be denied as a disciplinary measure.
- H. **When timely requested leave cannot be approved or used prior to the end of the leave year, in order to avoid annual leave forfeiture, the annual leave will carry over into the next leave year if it was scheduled before the third biweekly pay period before the end of the leave year and it otherwise meets the conditions for annual leave restoration.**
- I. **Employees, upon request and with the approval of the supervisor, may change previously authorized annual leave to sick leave in accordance with Section 3 of this article.**
- J. Employees will not be denied leave usage solely because of their leave balances.

**Section 2--Annual Leave**

- A. **Annual leave is provided and used to allow employees an annual vacation period of extended leave for personal and emergency purposes. Generally, the use of accrued annual leave is the right of the employee, subject to the right of the Employer to approve the time at which leave may be taken. Employees should apply as far in advance as possible for approval of all anticipated leave to permit orderly scheduling but may not submit leave slips more than one (1) year in advance. It is the employees responsibility to request annual leave to avoid leave forfeitures which might otherwise result.**
- B. **The Employer agrees that every possible attempt will be made to grant annual leave requested in advance except where conflicts of scheduling or undue interference with the work of the Employer would preclude it.**
- C. **In the Interpretation and Education Division (I&E) employees will be notified by February 1 and August 1 each year to submit requests for extended annual leave of one calendar week or more and/or requests for days immediately preceding and following holidays.**
  - 1. **I & E employees will submit their calendar annual leave request forms (internally developed form) by February 15 for the period April 1 through September 30 and by**

August 15 for the period October 1 through March 31. Once the calendar leave roster is established the employee will promptly submit a SF-71 for approval and leave records. This SF-71 will be returned to the employee within 30 calendar days after the close of the request period. Employees should not consider requested leave approved until he/she is informed so by the supervisor.

- a. Existing leave pools will remain the same (rangers and guides and in separate pools) for the purpose of approving leave.
- b. Only after both of the pools have gone through and exhausted all available leave in their individual pools, will remaining time be merged together to allow for additional leave to be taken.
- c. Then rosters from both pools will be merged according to service computation date. This merged roster will be used until all available time has been exhausted from.

2. When conflicts arise in scheduling annual leave (A/L) requests received during the six (6) month leave request periods above, they will be resolved using a continuously rotating procedure to address employees' leave preferences. The procedure will operate as follows:

- \* An employee A/L Roster will be established for each leave pool in Service Computation Date (SCD) order (from earliest to most recent SCD).
- \* This roster will be used to resolve individual conflicts in favor of, and at the option of, the employees highest on the list.
- \* When an employee exercises his/her option to resolve an individual conflict, his/her name goes to the bottom of the list.
- \* Once established, the list will rotate continuously and will be used to resolve all conflicts for all subsequent leave scheduling periods.
- \* The Union and employees will have access to the rosters on request.

D. When annual leave requests are submitted outside of the February or August leave-scheduling periods, the leave requests will be considered on a first-come, first-served basis.

E. Extended leave will be given priority consideration over single days on all annual leave requests.

F. Management recognizes the needs of employees to plan vacation and personal time off. Therefore, the Employer will consider the impact of canceling requested leave on employee leave plans when informed by the employee of the circumstances. The parties acknowledge that the operating needs of the Employer are paramount in any decision made.

### Section 3--Sick Leave

A. Employees may use sick leave accrued in accordance with the statute and regulation of the Office of Personnel Management in the following situations:

- \* Incapacity due to illness or injury.
- \* Medical, dental, optical or surgical examination or treatment for the employee or immediate family member.

\* Incapacity due to pregnancy or confinement.

\* For a serious health condition of the employee or a family member.

\* As provided by law, government-wide regulation and Executive Order and based on leave balance and accrual rates, to care for family members (spouse, spouse's parents, brothers, sisters and others whose close association creates the equivalent of a family relationship) who have conditions for which the employee would qualify for sick leave for himself or herself, and for bereavement purposes (to make arrangements necessitated by the death of a family member or to attend the funeral of a family member.)

B. Requests for sick leave must be followed as soon as possible with a written request on an SF-71 to cover the hours missed. Upon return to duty, the employee should be prepared to state to the supervisor the general nature of their illness and in which way he was or she was incapacitated for work. Employees normally shall not be required to furnish a medical certificate to substantiate a request for approval of sick leave for periods of three consecutive work days or less.

1. Employees have the right to make appointments to receive mental or physical health care chargeable to sick leave. As much advance notice as possible shall be given the employee's supervisor for confirmed medical/dental appointment. Approval will be based on operational requirements.

2. If an illness lasts longer than 3 consecutive work days, a supervisor may require the absence be supported by administratively acceptable evidence. The certificate should be filed within 15 work days after the employee returns to duty and should state the dates that the employee was ill and the nature of incapacitation for duty. The supervisor may waive the requirement for a medical certificate where the employee provides an acceptable explanation for the absence.

3. An employee with a chronic medical condition that does not require medical treatment but does result in periodic absences from work for three (3) consecutive days or more will not be required to furnish a physician's certificate on a continuing basis if the employee: (1) is not on leave restriction and (2) provides, if requested, an updated valid medical certificate every six months which clearly states the continuing need for periodic absences.

4. In the event a medical certificate is not necessary, the completion of the SF-71 shall normally be considered sufficient.

5. Employees who are incapacitated for duty due to illness/disability will provide initial notice for sick leave and the anticipated return to duty. The employee will notify their supervisor or other designated official each day that he or she is unable to report for duty. Text, voice message or other electronic means are acceptable forms of notification. In cases of extended illness, the requirement for daily notification may be waived by the supervisor. If the situation changes or abuse is suspected, the supervisor may require daily notice.

6. The employer will treat as confidential any medical information provided by an employee to any agent or representative of the Agency in support of a request for sick leave.

The Employer may disclose such information subject to the Privacy Act of 1974(552a) and 5 CFR 339 only for purposes of making informed management decisions and only to

individuals who have a need to know. A need to know normally does not extend to secretarial or administrative staff.

#### Section 4—Leave Abuse

When the agency believes an employee is abusing leave (to include but not limited to excessive usage, unusual pattern or circumstances of usages, etc.), employees will be advised in writing of the need to provide a medical certificate or supporting documentation to substantiate each absence.

Supervisors are encouraged to initiate a discussion with the employee prior to the issuance of the leave restriction.

If necessary the written notice will explain the specific reasons for the supervisor's belief and will remind the employee of the specific leave request requirements at issue. A written decision to extend or rescind the restrictions will be made no later than 6 months after the restriction is initiated.

An employee will be granted 15 calendar days to produce supporting documentation to the employer.

#### Section 5--Excused Absences

A. Infrequent tardiness of less than one hour shall normally be excused if the reasons are acceptable.

B. When it is determined that exposure to unsafe or unhealthy working conditions which cannot be immediately corrected will result in the likelihood of illness or injury, employees will either be assigned work in a safe and healthy area or granted an excused absence.

C. To the extent it does not interfere seriously with operations, approved absence may be granted for voting. As a general rule, where the polls are open at least three hours before or after an employee's regular hours of work, an excused absence may be granted which will permit the employee to report to work three hours after the polls open, or leave work three hours before polls close, whichever requires the lesser amount of time off.

#### D. Delayed Openings

1. All INDE employees are to presume that the Park is open each regular workday unless specifically informed otherwise. Although employees are expected to be prepared to deal with most emergencies, conditions might occur which will make the closing of all or some INDE locations necessary. The decision to close the park or open it late will be based on the park's concern for the health and safety of its employees and visitors weighed against the mission of the park, including due consideration to the needs of park visitors.

2. Depending on the circumstances of the particular situation, attempts will be made to make a closing decision as early as possible. When the decision is made affecting the start of operations for the day, the park's status will be announced on a recorded message that will be available by calling a voicemail message at a telephone number in Dispatch (currently 215-597-0295). The decision to close, if necessary, during the day will be made through the normal lines of supervision.

3. When a decision is made to close a work place for a full day by administrative order due to inclement weather or other conditions warranting such closing, employees who were

scheduled to work and employees on annual leave for a single day will not be charged leave for the day. This does not include employees who were on sick leave, on leave without pay or on pre-approved extended annual leave.

4. When a decision is made to dismiss employees during the workday, employees on duty at the time of the dismissal and not involved in emergency services, will be excused without charge to leave or loss of compensation. In the event an employee in a duty status on the day of an early dismissal or closing requests annual leave due to inclement weather or other condition warranting dismissal or closing, leave will be charged in a fair and equitable manner.

5. When employees request leave because of conditions discussed above when early dismissals or closures have not been authorized, leave approving officials shall be as liberal as possible in approving such leave. They will give special consideration to physical or other conditions which subject employees to special hazards in such circumstances.

6. When the opening of a work site is delayed due to hazardous weather or other emergency conditions, regular employees (except emergency staff, unless specifically designated in the voicemail announcement) will be excused without charge to leave or loss of pay from the beginning of their tour until the time announced for the park to open. Employees who had pre-approved annual leave for the time the park opening is delayed and who have not cancelled the leave with the intent of coming to work will be charged with the entire block of leave that was approved for the day when the park opening is delayed.

#### Section 6--Unanticipated Use of Leave

A. Leave may be granted when it is not scheduled in advance and business permits.

B. If the use of annual or sick leave cannot be anticipated, a request for approval shall be made as soon as possible (normally within 15 minutes) after the employee would be expected to start work. Text, voice messages or other electronic means as previously agreed upon are acceptable forms of notification. Contact will be made with the employee's immediate supervisor or other designated official. When requesting this approval, the employee should be prepared to estimate when he or she will be able to report for duty.

C. If the employee does not report to work when expected and does not call in, the supervisor will not record the leave status until the end of the scheduled shift, except for the need to process time cards. The absence may be charged to AWOL if the employee has not called in or leave is denied. This will not preclude a later change in leave status for good and sufficient reasons.

#### Section 7--Advances of Leave

A. Advanced annual leave is requested on an SF-71 to the immediate supervisor, approved by the delegated authority and taken but not yet earned by the employee. An employee may request an advance of any annual leave which would be accrued during the current leave year. The basis for the request, existing and anticipated workloads and the ability of the employee to pay back the unearned leave will be considered in the decision to approve or disapprove the request.

B. Employees who are incapacitated for duty because of serious illness or disability may be advanced sick leave for up to 30 days. The employee will not be required to utilize any annual leave prior to utilizing the advanced sick leave. Sick leave will be advanced when the following required conditions have been satisfied:

1. The employee is serving under a career or career-conditional appointment.

2. The employee has a minimum of one year Federal civilian service.
3. All available accumulated sick leave to his/her credit has been exhausted.
4. There is no **expectation** that the employee is contemplating retirement or resignation.
5. A medical certificate substantiates that a serious illness or injury exists, and that the employee will be capable of subsequently returning to work and fulfilling the full scope of his/her job.
6. There is an expectation that the employee will remain **employed** after his/her return to duty long enough to repay the advance of sick leave.
7. The employee is not under current leave restriction nor has disciplinary **action** been properly proposed or effected for abuse of sick leave.
8. The incapacitation must be expected to last at least five consecutive work days.
9. The employee must have a sufficient amount to his/her credit in their retirement fund to cover the requested advance.

#### Section 8--Leave Without Pay

A. With the **exception** of the circumstances listed in Section 7. C, leave without pay (LWOP) is not a right which accrues to an employee and may not be demanded by an employee. Employees can request LWOP in the same manner as they request annual leave. Requests for LWOP will be given serious consideration. Denials of written requests for LWOP will be provided to the employee on the SF-71, showing the specific reason for the denial.

B. An employee may be granted leave without pay to engage in Union activities, to work in programs sponsored by the Union or the AFL-CIO, upon written request by the appropriate Union office. Such requests will be referred to the appropriate management official and will normally be approved. Such employees shall continue to accrue benefits in accordance with applicable OPM regulations. Leave without pay for this purpose is limited to one (1) year, but may be extended or renewed upon proper application.

C. An employee is not entitled to be granted LWOP as a matter of right, except in the case of (1) disabled veterans who are entitled to LWOP for medical treatment under Executive Order 5396; (2) reservists and National Guardsmen who are entitled to a leave of absence for military training under Section 2024(d) of Title 38, USC; (3) for limited periods, employees receiving injury compensation under chapter 81 of Title 5, USC; the Family and Medical leave Act; and (4) the Federal Employees **Family Friendly Leave Act**.

#### Section 9--**Military** Leave

A. In accordance with law and regulations, full-time employees who are members of the National Guard or the Armed Forces Reserves are entitled to 15 days (120 hours) of regular military leave (ML) in a fiscal year for active duty, active duty training or inactive duty training.

B. For part-time career employees and for employees on uncommon tours of duty, ML is pro-rated based on the number of hours in the employee's regularly scheduled biweekly pay period.

C. Employees who do not use the entire 15 days can carry any unused ML (not to exceed 15 days) over to the next fiscal year. Military leave may never exceed 30 days.

D. Regular ML is charged in increments of 1 hour. An employee may be charged military leave only for hours that the employee would otherwise have worked and received pay. Members of the Reserves and National Guard will no longer be charged military leave for weekends and holidays that occur within the period of military service.

E. Each application for military leave will indicate the armed forces reserve organization of which the employee is a member. Upon returning to work, the employee will give his or her supervisor a copy of his or her orders, certified as accurate by an appropriate military officer. When the orders do not show the actual days of service, an additional certificate from appropriate military authority must be provided showing days served on active duty.

#### Section 10--Court Leave

In accordance with law and regulations, an employee with a regular scheduled tour of duty is entitled to court leave (CL) for:

- A. Jury duty with a Federal, District of Columbia, State or local court;
- B. Witness duty on behalf of a State or local Government;
- C. Witness duty on behalf of a private party when the Federal or District of Columbia or a State or local Government is a party to the judicial proceeding.

Any fees payable for such service must be remitted to the agency, with the exception of any reimbursement for expenses such as travel.

If an employee is absent from duty for any other judicial proceedings, the absence must be covered by an appropriate leave request (annual leave or leave without pay) from the employee.

#### Section 11-Leave for Maternity, Paternity and Adoption Reasons

A. The Employer will be liberal when granting leave for maternity reasons and will apply its policies fairly. Such leave may include LWOP, sick leave (when appropriate) or annual leave.

B. The following conditions apply to the granting of leave to cover a period of absence for maternity reasons. Sick leave will be granted for the period of incapacitation due to pregnancy and confinement. Additional periods of annual leave and leave without pay may be granted in whatever order the employee requests for a non-incapacitated period. Once requested and approved, the order of leave may be changed only on approval by the proper supervisory authority.

The employee also may request and be granted annual leave or leave without pay instead of sick leave for the period of incapacitation. When requested by the employee and upon consultation with the supervisor, the total absence for maternity reasons will be authorized for a period up to 120 consecutive days after the birth. Requests for additional leave following the end of the period of maternity leave will be handled in accordance with applicable regulations and this agreement.

In considering requests for sick leave, annual leave, and/or leave without pay for maternity reasons, the proper supervisory authority will apply pertinent laws, regulations, and this Agreement in the same way they would apply them in any other cases. No arbitrary cutoff date requiring an employee to cease work or prevent an employee from returning to work will be established.

If cutoff dates are established, they must be based on physical capability of the employee to perform the duties of the job after a determination by competent medical authority.

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

C. Accrued annual leave, sick leave under the provisions of Section 3 A. of this article, or leave without pay may be granted to a male employee for the purpose of assisting and caring for the mother of his child or minor children during the mother's incapacitation for maternity reasons. Requests for advanced leave will be handled on a case-by-case basis.

D. An employee may also be granted annual leave, sick leave or leave without pay for purposes relating to the adoption of a child in accordance with government-wide regulations.

#### Section 12—Leave and Holiday Clarification for I&E

##### A. Non-calendar leave

1. Annual leave requested outside of "calendar leave process" may be submitted up to 12 months in advance, provided the employee will have enough leave available to cover the requested dates.

2. To resolve "first-come, first-served" conflicts where leave slips are submitted on the same day for the same day(s) off, the roster in Article 35, Section 2.C.3 of the collective bargaining agreement will be used.

3. Extended leave will be given priority consideration over single days on all annual leave requests.

4. Employees will be given reasonable advance notice as to whether their leave has been approved or denied.

##### B. Holiday Not Worked Requests (Non-calendar)

1. A request not to work a holiday may be submitted up to 12 months in advance of that holiday. Approvals will be on a "first-come, first-served" basis, with conflicts resolved using the roster system in Article 35, Section 2.C.3 of the collective bargaining agreement.

2. If there are not enough volunteers to work on a holiday, those who did not submit requests for a holiday (not worked) will have their names put into a hat, and the appropriate number of names shall be drawn to fulfill operational needs. The Union will appoint a representative to be present during any selection process involving employee names being pulled from a hat.

3. If there are not enough names to draw from for holiday staffing due to numerous leave applications, then the employees' names, who submitted leave requests with the latest dates of submission will work, based-upon the operational needs of the park.

#### Section 13 Early Dismissals in I&E

When the Employer decides to allow for early dismissal in Interpretation and Education, normally, employees who have the highest service computation date in each leave pool will be given the option to leave the work place. Once an employee is dismissed early after being chosen from the roster, that employee's name will be placed at the bottom of the roster.

Employees who have declined an offer of early dismissal, will remain in the same place on the roster, pending the next dismissal. The roster will remain in place until the employee with the least seniority, according to SCD, is reached in the given leave pools. Employees who are on leave or otherwise unavailable for early dismissal will remain in the same place on the roster pending their return to duty. Records of early dismissal, granted and refused, will be kept by the Employer and may be reviewed by the Union upon request.

#### Section 14 Early Dismissals for Non-I&E

When bargaining unit employees are permitted to leave early due to holidays or other orders authorized by the President, the Secretary of the Interior or the Director of the National Park Service, certain employees may not go home "early" due to their job functions in carrying out the Agency's mission. Management will (consistent with existing law, regulation and policies) recognize employees who were required to stay at work within a reasonable amount of time and in a manner decided by the Employer."

#### Section 15 Military Funeral Leave

Upon request, an employee will be granted up to 3 workdays of military funeral leave, without charge to the employee's accrued leave, to make arrangements for, or to attend, the funeral or memorial service for the employee's immediate relative who died as a result of wounds, disease or injury incurred while serving as a member of the armed forces in a combat zone.

Per Absence & Leave Handbook, Chapter 4, p. 13, immediate relative means the following relatives of the deceased member of the armed forces:

1. Spouse, and parents thereof
2. Children, including adopted children, and spouses thereof,
3. Parents
4. Brothers and sisters, and spouses thereof; and
5. Any individual related by blood or affinity whose close association with the deceased was such as to have been the equivalent of a family relationship.

#### Section 16 – Blood, Bone Marrow and Organ Donation

Employees who donate blood to the Red Cross or other recognized blood banks may be excused from duty for up to 4 hours.

Requests for administrative leave to donate blood will be made at least two days in advance of the scheduled appointment. Supervisors will be responsible for determining the availability of administrative time for blood donations. The following day, the individual employee will be responsible for providing his/her supervisor a certificate certifying that he/she donated blood.

An employee may use up to 7 days of excused absence each calendar year to serve as a bone marrow donor. An employee may also use up to 30 days of excused absence each calendar year to serve as an organ donor. Leave for bone marrow and organ donation is a separate category of leave that is in addition to annual and sick leave.

**Article 35**  
**Personnel Records**

Section 1.

No personnel record, including electronic records, may be collected, maintained or **retained** except in accordance with law, government-wide regulation and this agreement. All personnel records are confidential, shall be viewed or disseminated by officials/employees only with a legitimate administrative need to know, and must be contained in a secure location.

Section 2.

A. In accordance with law and the purpose of personnel administration, an Official Personnel Folder for each employee is established and maintained at the employee's servicing administrative office. Divisions may retain working files on those employees assigned to them. Employees shall be advised by annual written notice of the nature, purpose and location of their OPF and any working file.

B. Each employee or his/her designated representative will, upon request, have access to all documents appearing in his/her Official Personnel Folder and/or any other record system with the exception of records restricted by law or regulation. The Employer will make these records available in response to any employee's request. Upon request, employees and/or their authorized representatives have the right, and a reasonable amount of duty time, to examine any of their personnel records. The employee shall have the right to prepare and enter on the record, while in a paid duty status, a response to material placed in such records.

C. Access to personnel records of the employee by the employee and/or the authorized representative normally shall be granted at the time of the request, if such records are maintained on the premises where the employee is located. If the records are not so maintained, the Employer will initiate prompt action to obtain the records from their location.

D. Employees shall be given a photocopy of any documents which may have a **negative** impact on the employee's evaluation or could potentially lead to discipline within five (5) calendar days after inclusion in the OPF or any working file. Employees shall acknowledge receipt by initialing and dating the document.

E. 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.

F. Records shall be retained only as long as such **administrative** need exists, but normally no longer than one year. The working file will be screened and purged, normally in November, but no longer than December 1 of each year. Outdated material shall be removed and returned to the employee. All documents shall be dated, and no document bearing an expiration date will be retained beyond that date in any record keeping system maintained by the agency. Existing documentation **regarding** any performance deficiency shall be discarded when the evaluating supervisor determines the performance deficiency has been adequately improved. Permanent records of disciplinary action, such as suspensions, shall remain solely in the OPF.

G. Supervisory personnel may choose to jot notes (such as extension of memory or memory joggers) that help them retain the correct memory. The agency cannot require that they do this, nor can it forbid them to do so. However, if such memory joggers exist, they cannot be disseminated or circulated to any other person or organization. The memory joggers shall not be

maintained or filed in a system of records under a personal identifier. The owner must personally retain or destroy them at his/her discretion and the agency cannot have any control over them. They are not considered to be "agency records" under the Privacy Act, nor are they to be considered as part of the employee's personnel record.

H. Employees will be provided with a copy of any letters of visitor complaint that are entered into the OPF or working file from which the employee can be identified, after the sender's name, address, and telephone number have been deleted.

### Section 3.

An employee has the right to be informed about all records that are maintained about him or her and are filed in a system or records under a personal identifier (e.g., name, social security number, etc.)

## Article 36 Telework

### Section 1 – General

The Employer and AFGE Local 2058 recognize the benefits of a flexible workplace program to the Employer and its employees. Telework arrangements are designed to benefit the employee and the organization by meeting employee needs, improving customer service, as well as fulfilling management, organizational and operational requirements, including continuity of Operations Plans, or COOP, which are designed to keep the government in operation under the most dire of emergency conditions. Additionally, balancing work and family responsibilities, and meeting environmental, financial and commuting concerns are among its advantages. In recognizing these benefits, both parties also acknowledge the needs of the Employer to accomplish its mission.

The Employer Telework Program will be governed by applicable law, government-wide regulations, DOI and NPS regulations and policies, and this Article. Telework under this Article will be a voluntary program, which permits eligible employees to work at home or at other approved sites away from the office. Exceptions may be made for hardship reasons related to documented medical conditions or other reasons acceptable to the Employer on a case by case basis. Employees may only be **REQUIRED** to telework in emergency situations when the Agency's continuity of operations plan (COOP) has been put into effect. The program will be administered fairly and equitably for all employees.

### Section 2 – Definitions

- A. "Telework" is defined as a voluntary program which enables eligible employees to periodically or permanently perform specific assignments at an Alternative Duty Station (ADS) with prior management approval.
- B. "Alternative Duty Station" is defined as a specific room or area within an employee's primary residence or another or another approved location.
- C. Short-Term Telework – Work at an ADS for short periods of 6 months or less for non-recurring special situations, e.g., medical reasons, to complete an assignment or special project, special care responsibilities, etc.
- D. Long-Term Telework – Telework for periods of 6 months or more, typically involve an employee working at an ADS home one or more days each period.

### Section 3 – Scope

The policy applies to bargaining unit employees of Independence National Historical Park, whose work can be performed at an alternative worksite. The nature of the work must be suitable for telework. Suitable work and number of days of participation will be determined by the Employer. Work which is not considered suitable is work that includes access to materials that cannot be moved from the official duty station, duties that cannot be performed away from the official station, or duties that require special facilities or equipment that would be too costly to duplicate at the alternative worksite. Though telework may be an appropriate temporary alternative for an employee needing an ADS due to a medical reason, both parties agree that telework is not a permanent solution in these situations, and that not every employee has the requisite skills or expertise to take on assignments of work at an ADS, and that the Employer is not required to fund the execution of work that is not critical to the accomplishment of the park mission.

Positions where the preponderance of duties, essentially, require physical presence at the official duty station are generally not eligible for long-term telework.

#### Section 4 – Eligibility

A. Employees who meet the criteria as established in this article (as determined by the employee) are eligible to participate in the Program:

1. The employee requests to perform work at the ADS.
2. **The staffing at the employee's duty station and specific area/division of work on any day in which an individual requests to schedule an ADS is such that adequate coverage of the Employer work requirements shall be accomplished.**
3. The work required of the employee on any day or days the employee requests to work at an ADS is appropriate to be performed at the ADS.
4. There is sufficient work available for the employee to perform at an ADS.
5. **The employee has at least a fully successful rating of record and is not currently undergoing performance counseling, serving a performance improvement period or awaiting a performance based action.**
6. **The employee has not been issued an attendance related letter of requirement or official disciplinary action for conduct that could reasonably be perceived as an impediment to successful performance while teleworking during the prior (12) month period.**
7. The employee has not been officially disciplined for being absent without permission (AWOL) five calendar days or more in any calendar year.
8. The employee has not been officially disciplined for downloading or exchanging pornography, including child pornography, on a federal computer or while performing Federal Government duties.
9. The employee is not scheduled for an on-site assignment, travel and or training or other work requirement on the day the employee requests to work at an ADS.
10. If the ADS is to be the employee's home, the employee has certified facilities (self-certification) at home suitable for performing work.
11. The employee is willing to sign and abide by the Telework Program Agreement (Appendix 1) concerning participation in the Telework Program.

#### Section 5 – Telework Program Agreement

Prior to participating in the Telework Program, employees will be required to complete a Telework Program Agreement. However, a new Telework Program Agreement must be completed if changes occur (including, but not limited to change in ADS address/location, change in supervisor, and/or change in official duty station). This agreement will provide employees with sufficient information concerning the Telework Program so as to make an informed decision as to whether or not they wish to participate. This information will include:

1. Privacy Act/security provision;
2. Personal and financial liability;

3. Leave rules and overtime; and
4. Time and **attendance** requirements.
5. Description of the work assignments to be **performed** at the ADS

Employees will acknowledge that they have volunteered to participate in the Telework Program and will abide by the Telework provisions by signing and dating the Telework Program Agreement.

#### Section 6 – Removal from the Program

A. The employer may remove an employee from the Tele**work** Program due to one or more of the following reasons:

1. When management determines that Employer work requirements preclude participation;
2. When the employee fails to adhere to the requirements specified in the Telework Program Agreement, to include reduced work production, non-responsiveness to telephone calls, non-availability, or working at the ADS has proven to place an undue burden on other office staff;
3. When the employee's conduct demonstrates an inability to act in a manner consistent with the Program; and/or
4. When an employee's overall performance declines below the full successful level in any one critical element.
5. When an employee is issued an attendance related letter of requirement:

B. Normally, employees will not be removed from participation for single, minor infractions of Telework Program requirements. Supervisors will make a bona fide effort to counsel employees about specific problems before **effecting** removal. When a decision is made to remove an employee from the Telework Program, the employee must be given 24 hours advance written notice indicating the reason (s) for the removal.

#### Section 7 – Reinstatement

Employees may request reinstatement immediately upon expiration of a **disciplinary** action and or removal from the official personnel file.

Employees removed from Telework Program, due to performance issues, may reapply for short-term Telework 90 days after achieving the full performance level, and may reapply for long-term Telework after 180 days of sustained full successful performance.

#### Section 8 – Problems **Affecting** the Alternate Duty Station

Employees are responsible for reporting to his/her regular duty station, in accordance with Section 10B of this article, whenever any problems which are extant at the beginning of the workday arise which **adversely affect** his/her ability to perform work at the ADS. Examples could include such situation as equipment failure, power outages, telecommunications difficulties, etc. Employees may opt to request annual leave or leave without pay as appropriate for the situation.

## Section 9 – Hours of Work and Leave

Employees performing work at the ADS are subject to the same maximum workday limits schedule and tour of duty as they would be if they were performing work at their official duty station, consistent with Article 10. Employees performing work at the ADS are not authorized to work overtime official compensatory time, except as specifically authorized in advance by their supervisor.

The time spent in a reverse commute (work to home), for an employee who requests same day ADS shall not be considered hours of work.

## Section 10 – Temporary Changes

A. Employees may be required to report to their official duty station for previously scheduled training, other meetings or to perform work on a short-term basis that cannot otherwise be performed at the ADS or accomplished via telephone or other reasonable alternative methods.

B. Employees may also be required to report to their official duty stations for unanticipated operational exigencies to perform Employer work which the supervisor has determined cannot otherwise be performed on another workday, at the ADS, via telephone, or other reasonable alternative methods. In such cases, employees will be provided reasonable advance notice when possible. When notified to report on the same day, employees will be provided up to 2 hours to report without charge to leave, for good and sufficient reasons.

## Section 11 – Emergency Closing/Late Opening

A. When the employee's official duty station is closed due to an emergency for all or part of a day, the teleworking employee (one who has an approved short-term or long-term telework agreement) may be given, but is not entitled to, an excused absence in the same amounts as received by employees at the duty station. The decision will be made by management on a case by case basis considering such factors as the nature of assignments available to be performed by the employee, the availability of work files and resources at the ADS and the degree of disruption of their work by weather conditions in the area of the ADS. In general, employees on approved telework agreements are expected to work on duty days that other employees may, otherwise, be dismissed due to weather impacting travel and commute conditions though, for example, a power outage at a home ADS would be cause for administrative leave time to be granted. Telework employees shall generally be given the same amount of time off for early dismissals, as may occur at holidays, if and only as approved by the Park Superintendent or his/her designee.

B. If employees at the regular duty site are granted early dismissal for a holiday (e.g. Thanksgiving, Christmas, New Year's Eve) the employee working at an ADS is considered on duty and will also be dismissed early subject to supervisory approval.

## Section 12 – Equipment and Liability

The Employer will provide equipment necessary to accomplish duties assigned to be performed at the telework site.

When the Employer provides the employee with a computer, the employer retains ownership of and control of hardware. Software and data it provides to teleworking employees. Additionally, the employer is not liable for damages to the employee's personal or real property while he/she teleworks at the alternative workplace, except to the extent the Government may be held liable by the Federal Tort Claims Act.

Management will establish procedures to document the receipt of any government computer equipment, software or peripherals. The employee is responsible for the safe transfer of loaned equipment to and from the office to his/her residence. A teleworking employee must employ commensurate precautions at home to secure and protect government issued equipment. Employees may be liable for damaged or stolen equipment.

Government-issued equipment, property and material are subject to the same security precautions and provisions as at an employee's official duty station. An employee must ensure that adequate security measures are in place to protect the government issued equipment from being damaged, stolen or accessed by unauthorized individuals, including other members of the employees' family.

**Telework Program Agreement**

**Employee/Supervisor Agreement**

Name of Employee: \_\_\_\_\_ Position: \_\_\_\_\_  
Current Official Duty Station: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I am applying to work under the Telework Program. I am applying for:

Short-Term Telework (6 months or less, to meet a special need)

Beginning and ending dates: \_\_\_\_\_ to \_\_\_\_\_

-My proposed schedule at the alternative worksite will be from \_\_\_\_\_ a.m. to \_\_\_\_\_ p.m.

Long-Term Telework – I want to work at an alternative worksite for \_\_\_\_\_ day(s) per week.

-My proposed schedule at the alternative worksite will be from \_\_\_\_\_ a.m. to \_\_\_\_\_ p.m.

-My proposed days of work at the alternative worksite will be \_\_\_\_\_

When Agency Continuity of Operation Plan (COOP) is in effect.

Emergency Situation at Employee's request (e.g. inclement weather) only applies to employees with an approved telework agreement.

Description of the work assignments to be performed at the alternative site:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Equipment Provided by the Employer for Telework:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Communication Between Employee and Supervisor

The employee and the supervisor will generally communicate via \_\_\_\_\_ telephone and \_\_\_\_\_ email. The core hours for communication will be \_\_\_\_\_ to \_\_\_\_\_.

The teleworker will respond to the supervisor within the mutually agreed upon time frame of \_\_\_\_\_ hour(s).

I am requesting approval to work at the following alternative worksite:

\_\_\_\_\_ My home: { \_\_\_\_\_ }  
(address, city, state)

{ \_\_\_\_\_ }  
Home phone number

{ \_\_\_\_\_ }  
Cellular phone number

\_\_\_\_\_ Alternate location:  
\_\_\_\_\_

I am participating in this program on a voluntary basis and will adhere to the applicable guidelines and policies. I have read Article 37 of the Collective Bargaining Agreement between Independence National Historical Park and American Federation of Government Employees (AFGE) Local 2058 and agree to the terms indicated therein.

I understand that participation in this program is not a right, and that management is responsible for deciding if my position, my assigned duties, performance and or conduct are appropriate for offsite work. I understand that I can terminate this agreement at any time.

I understand that day-to-day child care and/or elder care are specifically excluded from the program, and I am not requesting participation in this program in order to perform routine child care and/or elder care.

I understand that I must be accessible by telephone and computer during the agreed upon hours.

I understand that I must notify my supervisor of any absence from the telework location.

I understand that overtime must be scheduled and approved by my supervisor in advance.

I understand that violation of any of the terms of this agreement in whole or in part are grounds for termination from the program.

I understand that management may require my presence at my official duty station as needed.

I certify that I am not currently receiving and understand that I am unable to receive reimbursement or compensation for any home utility costs (e.g. internet service, electricity)

I have completed and attached the Self-Certification **Safety** Checklist for Home-based Telework (to be completed only by those who are applying to work at home).

I certify that I have completed the mandatory annual IT Security Awareness and Privacy Act training and that the same standards which apply at the official duty station also apply at the approved alternate duty station.

\_\_\_\_\_  
Employee signature/date

\_\_\_\_\_ I concur with this request and will permit this employee to participate in the Program

\_\_\_\_\_ I do not concur with this request for the following reasons(s):

\_\_\_\_\_  
Supervisor's signature/date

Approved: \_\_\_\_\_  
Division Chief or Superintendent/date

**Cancellation Date**

If the agreement is cancelled, please indicate date of cancellation below:

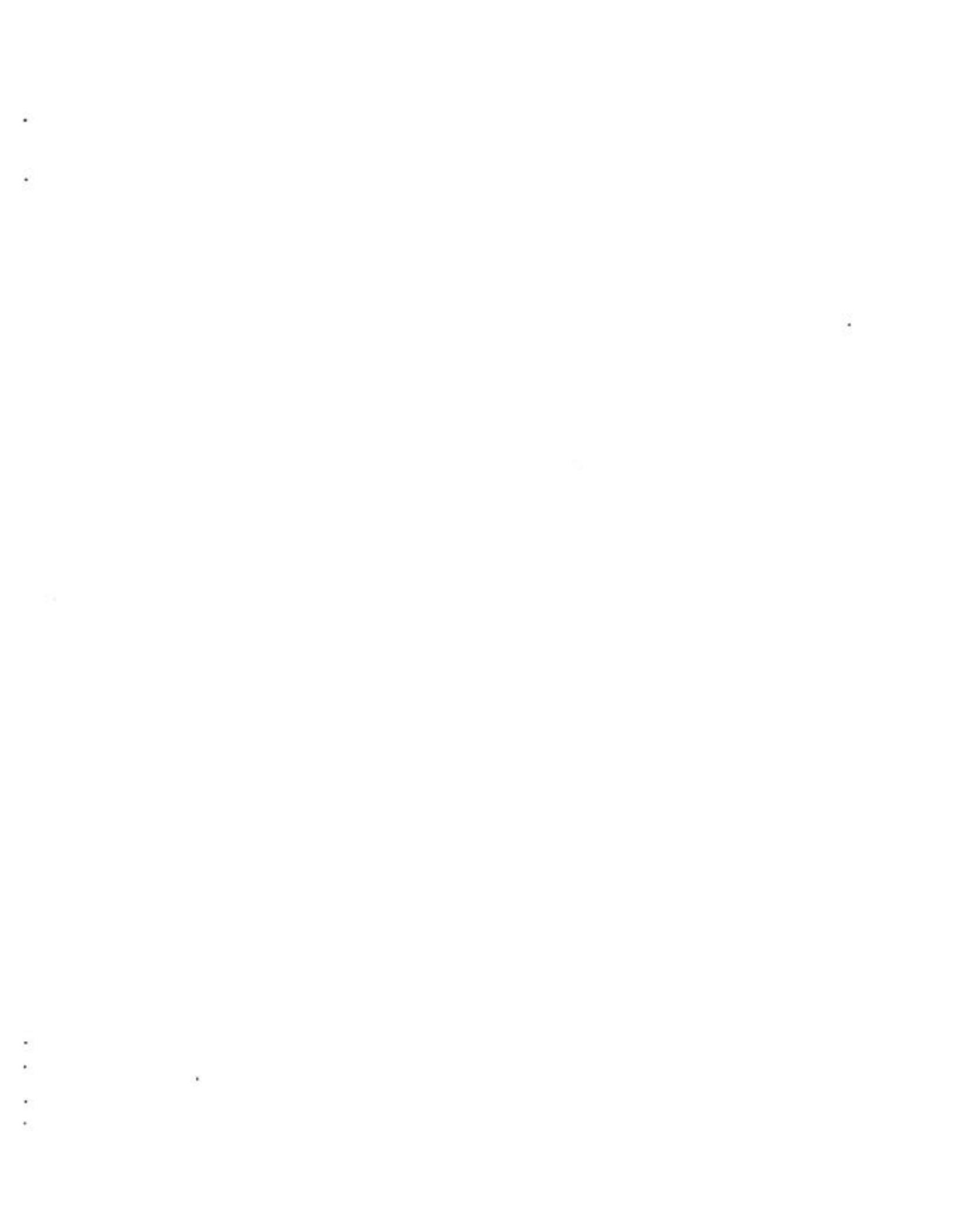
Cancellation Date: \_\_\_\_\_

Employee's Acknowledgement: \_\_\_\_\_

Date: \_\_\_\_\_

Supervisor's Acknowledgement: \_\_\_\_\_

Date: \_\_\_\_\_



Attachment 2

**Self-Certification Safety Checklist for Home-Based Telework**

The following checklist is designed to assess the overall safety of your home as an alternative worksite. Please read and complete the self-certification safety checklist. Upon completion, you and your supervisor must sign and date the checklist in the spaces provided.

Name

Address of alternative worksite

YES NO

**Workplace Environment**

1. Are temperature, noise and ventilation and lighting levels adequate for maintaining your normal level of job performance?
2. Are all stairs with four or more steps equipped with handrails?
3. Are all circuit breakers and/or fuses in the electrical panel labeled as to their intended service?
4. Do circuit breakers clearly indicate if they are in the open or closed position?
5. Is all electrical equipment free of recognized hazards that would cause physical harm (frayed wires, bare conductors, loose wires, flexible wires running through walls, exposed wires to the ceiling, etc.)?
6. Will the structure's electrical system permit the grounding of electrical equipment?
7. Are file cabinets and storage closets arranged so drawers and doors do not open into walkways?
8. Do chairs have any loose wheels and are the rungs and legs of the chairs sturdy?
9. Are the phone lines, electrical cords and extension wires secured under a desk or alongside a baseboard?
10. Is the office space neat, clean and free of excessive amounts of combustibles?
11. Are floor surfaces clean, dry, level and free of worn or frayed seams?
12. Are carpets well-secured to the floor and free of frayed or worn seams?
13. Is there enough light for reading?

14. Is your chair adjustable?
15. Is your back adequately supported by the backrest?
16. Are your feet on the floor or full supported by a footrest?
17. Is it easy to read the text on your screen?
18. Do you have enough leg room at your desk?

BLANK

**Attachment 3**

**SUPERVISORY - EMPLOYEE CHECKLIST**

The following checklist is designed to ensure that your telework employee is properly oriented to the policies and procedures of the telework program. Questions 4, 5 and 6 may not be applicable to your telework employee. If this is the case, simply state N/A.

Telework Employee

Immediate Supervisor

ACTION COMPLETED		DATE
1. Employee has read guidelines outlining policies and procedures of the program.		
2. Employee has been provided with a schedule of core hours and must be available (checking voicemail, be available by phone, etc.)		
3. Employee has appropriate internet access to meet the demands of job (Employees that use web-based programs to perform their jobs are expected		
4. Employee has been issued equipment.		
5. Equipment issued by NPS is documented. (see below)		
6. Policies and procedures for care of equipment issued by NPS have been explained and are clearly understood.		
7. Policies and procedures covering classified, secure or privacy act data have discussed, and are clearly understood.		
8. Requirements for an adequate and safe office space and/or area have been discussed, and the employee certifies those requirements are met.		
9. Performance expectations have been discussed and are clearly understood.		
10. Employee understands that the supervisor may terminate employee participation at any time, in accordance with established administrative procedures and union negotiated agreements.		
11. Requirements for IT security have been discussed and accomplished.		
12. Employees understands that NPS will not pay or reimburse them for the cost of any home utilities.		
Supervisor signature	Employee signature	

		Yes	No
19. Is the screen free from noticeable glare?			
20. Is the top of the screen eye level?			
21. When keying, are your forearms close to parallel with the floor?			
22. Are your wrists fairly straight when keying?			
Employee's signature		Date	
Approved                      Disapproved		Date	
Supervisor's signature			
This form must be attached to the Telework Program Work Agreement (Attachment 1).			
SPECIAL NOTE: SUPERVISORS MUST CONDUCT AN ON-SITE INSPECTION FOR ANY EMPLOYEE CHECKING FIVE OR MORE "NO" ANSWERS. EMPLOYEES ARE RESPONSIBLE FOR INFORMING THEIR SUPERVISOR OF ANY SIGNIFICANT CHANGE.			

## Article 37 Uniforms

### Section A

The parties agree that the National Park Service uniform is an important part of the visitor's experience. A consistent uniform policy also supports morale and professionalism with the workforce.

### Section B

The uniform transition period designated by the Park Superintendent will last for a four-week period that s/he designates. The parties agree that mixed uniforms are not authorized during the transition period. Additionally, in off-season periods of extreme or unusual weather patterns or for specific special events, the Superintendent may designate exceptions to the uniform transition period or to the most current park uniform standards. The Superintendent or designee will consult with the union president prior to making a decision on "changeover" period.

### Section C Uniform Ordering Procedure

1. The parties agree that the National Park Service uniform is an important part of the visitor's experience. A consistent uniform policy also supports morale and professionalism with the workforce.
2. Uniform transition period designated by the park Superintendent will last for a four week period. Additionally, in off-season periods of extreme or unusual weather patterns or for specific specials events, the Superintendent may designate exceptions to the uniform transition period or to the most current park uniform standards. The Superintendent or designee will consult with the union president prior to making a decision on "changeover" period.
3. All employees shall be provided a reasonable amount of duty time to place orders for uniform parts. The employees may request duty time through their immediate supervisors to place uniform orders. A request to place an order does not ordinarily necessitate an instant scheduling change on the day the request is made. Supervisors will schedule time for employees to place uniform orders within a reasonable amount of time from the date in which the employee requests the time to place an order. Scheduled time for emergency orders (i.e., lost or damaged item, etc.) will take precedence.
4. The employee shall be given access to designated park computers which will enable them to place uniform orders. Computer access for ordering uniform parts will be made as convenient and efficient as operationally possible for employees and will be provided in readily accessible areas and allocations whenever possible (i.e. Maintenance Shop, Old City Hall Library). If a nearby accessible computer is not readily available to the employee, a reasonable amount of time will be provided for the employee to leave their assigned duty stations to place a uniform order at another location and then travel back to their duty station.
5. Appropriate training on the process of placing an order will be provided to the employee based upon their level of computer literacy. Time and consideration will be given to employees in order to learn and become proficient at placing orders. Special instruction (i.e., tutoring, staff assistance to place an order, etc.) will be provided to employees who request it. The employee shall not be responsible for electronic failure in the ordering process nor for errors or lack of service (electronic or otherwise through human error) by the uniform provider.

**Article 38**  
**New Employee Orientation**

All new bargaining unit employees shall be given an orientation to the mission of the park and the National Park Service and to the role of the Union.

The Union will be provided an opportunity to make a maximum thirty minute presentation during each orientation session for new employees. The Employer shall provide the Chief Steward or acting designee the date, time and place of the orientation. No agency official or representative will be present during the period of time the Union representative addresses bargaining unit employees. The Union official shall be on non-duty status at the time of the presentation.

The Employer shall not interfere with the right of the steward or Union officials to introduce themselves to new employees at the work site.





United States Office of Personnel Management

# SECTION 2301, TITLE 5, UNITED STATES CODE

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## § 2301. Merit system principles

- (a) This section shall apply to--
- (1) an Executive agency; and
  - (2) the Government Printing Office.
- (b) Federal personnel management should be implemented consistent with the following merit system principles:
- (1) Recruitment should be from qualified individuals from appropriate sources in an endeavor to achieve a work force from all segments of society, and selection and advancement should be determined solely on the basis of relative ability, knowledge and skills, after fair and open competition which assures that all receive equal opportunity.
  - (2) All employees and applicants for employment should receive fair and equitable treatment in all aspects of personnel management without regard to political affiliation, race, color, religion, national origin, sex, marital status, age, or handicapping condition, and with proper regard for their privacy and constitutional rights.
  - (3) Equal pay should be provided for work of equal value, with appropriate consideration of both national and local rates paid by employers in the private sector, and appropriate incentives and recognition should be provided for excellence in performance.
  - (4) All employees should maintain high standards of integrity, conduct, and concern for the public interest.
  - (5) The Federal work force should be used efficiently and effectively.
  - (6) Employees should be retained on the basis of adequacy of their performance, inadequate performance should be corrected, and employees should be separated who cannot or will not improve their performance to meet required standards.
  - (7) Employees should be provided effective education and training in cases in which such education and training would result in better organizational and individual performance.
  - (8) Employees should be--
    - (A) protected against arbitrary action, personal favoritism, or coercion for partisan political purposes, and
    - (B) prohibited from using their official authority or influence for the purpose of interfering with or affecting the result of an election or a nomination for election.
  - (9) Employees should be protected against reprisal for the lawful disclosure of information which the employees reasonably believe evidences--
    - (A) a violation of any law, rule, or regulation, or
    - (B) mismanagement, a gross waste of funds, an absence of authority, or a substantial and specific danger to public health or safety.
- (c) In administering the provisions of this chapter--

(1) with respect to **any** agency (as defined in section 2302(a)(2)(C) of this title), the President shall, pursuant to the authority otherwise available under this title, take any action **including** the **issuance** of **rules**, **regulations**, or **directives**; **and**

(2) with respect to any entity in the executive branch which is not such an agency or part of such an agency, the head of such entity shall, pursuant to **authority** otherwise available, **take** any action, **including** the **issuance** of rules, regulations, or directives; which is consistent with the provisions of this **title** **and** **which** the President or the head, as the case may be, determines is necessary to ensure that **personnel management** is based on and embodies the **merit** system principles.

United States Office of Personnel Management

## SECTION 2302, TITLE 5, UNITED STATES CODE

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### § 2302. Prohibited personnel practices

(a)(1) For the purpose of this title, prohibited personnel practice means any action described in subsection (b) of this section.

(2) For the purpose of this section--

(A) personnel action means--

(i) an appointment;

(ii) a promotion;

(iii) an action under chapter 75 of this title or other disciplinary or corrective action;

(iv) a detail, transfer, or reassignment;

(v) a reinstatement;

(vi) a restoration;

(vii) a reemployment;

(viii) a performance evaluation under chapter 43 of this title;

(ix) a decision concerning pay, benefits, or awards concerning education or training if the education or training may reasonably be expected to lead to an appointment, promotion, performance evaluation, or other action described in this subparagraph;

(x) a decision to order psychiatric testing or examination; and

(xi) any other significant change in duties, responsibilities, or working conditions; with respect to an **employee** in, or applicant for, a covered position in an agency, and in the case of an **alleged prohibited personnel practice** described in subsection (b)(8), an **employee or applicant for employment in a Government corporation as defined in section 9101 of title 31**;

(B) covered position means, with respect to any personnel action, any position in the competitive service, a career appointee position in the Senior Executive Service, or a position in the excepted service, but does not include any position

(i) excepted from the competitive service because of its **confidential**, policy-determining, policy-making, or policy-advocating character; or

(ii) excluded from the coverage of this section by the President based on a determination by the President that it is necessary and **warranted** by conditions of good administration; and

(C) agency means an Executive agency and the Government Printing Office, but does not include--

(i) a Government corporation, except in the case of an alleged prohibited personnel practice described under subsection (b)(8);

(ii) the Federal Bureau of Investigation, the Central Intelligence Agency, the Defense Intelligence Agency, the Central Imagery Office, the National Security Agency, and, as determined by the President, any Executive agency or unit thereof the principal function

of which is the conduct of foreign **intelligence** or **counterintelligence** activities; or  
(iii) the General Accounting Office.

(b) Any employee who has **authority** to **take**, direct **others** to **take**, **recommend**, or **approve** any personnel action, shall not, with respect to such **authority**--

(1) discriminate for or against **any** employee or **applicant** for employment--

(A) on the basis of race, color, religion, sex, or national origin, as prohibited under section 717 of the Civil Rights Act of 1964 (42 U.S.C. 2000e-16);

(B) on the basis of age, as prohibited under sections 12 and 15 of the Age Discrimination in Employment Act of 1967 (29 U.S.C. 631, 633a);

(C) on the basis of sex, as prohibited under section 6(d) of the Fair Labor Standards Act of 1938 (29 U.S.C. 206(d));

(D) on the basis of handicapping condition, as prohibited under section 501 of the Rehabilitation Act of 1973 (29 U.S.C. 791); or

(E) on the basis of marital status or political affiliation, as prohibited under **any** law, rule, or regulation;

(2) solicit or consider **any** recommendation or statement, oral or written, with respect to **any** individual **who** requests or is under consideration for **any** personnel action except as provided under section 3303(f);

(3) coerce the political activity of **any** person (including the providing of any political contribution or service), or take **any** action against **any** employee of applicant for employment as a reprisal for the refusal of **any** person to engage in such political activity;

(4) deceive or willfully obstruct any person with respect to such persons right to compete for employment;

(5) influence any person to withdraw from competition for **any** position for the purpose of improving or injuring the prospects of **any** other person for employment;

(6) grant any preference or **advantage** not authorized by law, rule, or regulation to any employee or applicant for employment (including defining the scope or manner of competition or the requirements for any position) for the purpose of improving or injuring the prospects of **any** particular person for employment;

(7) appoint, employ, promote, **advance**, or advocate for appointment, employment, promotion, or advancement, in or to a civilian position **any** individual who is a relative (as defined in section 3110(a)(3) of this title) of such employee if such position is in the agency in which such employee is serving as a public official (as defined in section 3110(a)(2) of this title) or over which such employee exercises jurisdiction or control as such an official;

(8) take or fail to take, or threaten to take or fail to take, a personnel action with respect to any employee or applicant for employment because of--

(A) any disclosure of information by an **employee** or applicant **which** the employee or applicant reasonably believes evidences--

(i) a violation of **any** law, rule or regulation, or

(ii) gross mismanagement, a gross waste of funds, an **abuse** of **authority**, or a substantial and specific danger to public health or **safety**, if such disclosure is not specifically prohibited by law and if such information is not specifically required by Executive order to be kept secret in the interest of national defense or the conduct of foreign affairs; or

(B) **any** disclosure to the Special Counsel, or to the Inspector General of an agency or another **employee** designated by the head of the agency to receive such disclosures, of information which the **employee** or applicant reasonably believes evidences--

(i) a violation of any law, rule, or regulation, or

(ii) gross mismanagement, a gross waste of funds, an abuse of **authority**, or a substantial and specific danger to public health or safety;

(9) take or fail to take, or threaten to take or fail to take, any personnel action against any employee or applicant for employment because of--

(A) the exercise of any appeal, complaint, or grievance right granted by any law, rule, or regulation;

(B) testifying for or otherwise lawfully assisting any individual in the exercise of any right referred to in subparagraph (A);

(C) cooperating with or disclosing information to the Inspector General of an agency, or the Special Counsel, in accordance with applicable provisions of law; or

(D) for refusing to obey an order that would require the individual to violate a law.

(10) discriminate for or against any employee or applicant for employment on the basis of conduct which does not adversely affect the performance of the employee or applicant or the performance of others; except that nothing in this paragraph shall prohibit an agency from taking into account in determining suitability or fitness any conviction of the employee or applicant for any crime under the laws of any State, of the District of Columbia,

(11) take or fail to take any other personnel action if the taking of or failure to take such action violates any law, rule, or regulation implementing, or directly concerning, the merit system principles contained in section 2301 of this title. This subsection shall not be construed to authorize the withholding of information from the Congress or the taking of any personnel action against an employee who discloses information to the Congress.

(c) The head of each agency shall be responsible for the prevention of prohibited personnel practices, for the compliance with and enforcement of applicable civil service laws, rules, and regulations, and other aspects of personnel management, and for ensuring (in consultation with the Office of Special Counsel) that agency employees are informed of the rights and remedies available to them under this chapter and chapter 12 of this title. Any individual to whom the head of an agency delegates authority for personnel management, or for any aspect thereof, shall be similarly responsible within the limits of the delegation.

(d) This section shall not be construed to extinguish or lessen any effort to achieve equal employment opportunity through affirmative action or any right or remedy available to any employee or applicant for employment in the civil service under--

(1) section 717 of the Civil Rights Act of 1964 (42 U.S.C. 2000e-16), prohibiting discrimination on the basis of race, color, religion, sex, or national origin;

(2) sections 12 and 15 of the Age Discrimination in Employment Act of 1967 (29 U.S.C. 631, 633a), prohibiting discrimination on the basis of age;

(3) under section 6(d) of the Fair Labor Standards Act of 1938 (29 U.S.C. 206 (d)), prohibiting discrimination on the basis of sex;

(4) section 501 of the Rehabilitation Act of 1973 (29 U.S.C. 791), prohibiting discrimination on the basis of handicapping condition; or

(5) the provisions of any law, rule, or regulation prohibiting discrimination on the basis of marital status or political affiliation.



**Memorandum**

To: Chuck Gorman, I&VS Park Ranger and Union Representative

From: Darla Sidles, Deputy Superintendent

Subject: Step 3 Grievance Response

I met with union representatives Adam Duncan and Gil McKale on May 6, 2009 to walk through the Second Bank and listen to the union's concerns regarding safety and security of the staff and building resources, primarily as it relates to guided tour activities during the winter season.

Subsequently, we convened a larger group on May 22, 2009 to take another walk-through of the building to further discuss issues and make decisions regarding your concerns. This group included Dawn Harrington, Missy Hogan, Jean Marra, Ian Crane, Adam Duncan, Vince Kane, you, and me. The following are the proposed resolutions to the issues raised:

- 1) Both parties agree that IF guided tours are to be conducted in the Second Bank in the future, there will be a minimum of 2 people required to conduct tours. The two people will consist of one I&VS interpreter, and one of either (a) a volunteer, or (b) an R&VP Visitor Use Assistant. The purpose of having a second person will be to ensure the safety and security of visitors and resources, and to assist in the event of an emergency situation.
- 2) The ADA door at the bottom of the ramp on the ground floor does not function correctly. Jean and Ray Fossett have called in a contractor the week of June 1 to assess the situation and recommend a solution. This will be implemented as soon as possible.
- 3) Scott Drake is preparing a map of building layouts indicating where alarm pull-downs are located. These will be annotated with a brief description of how to operate the different types of devices in the event of an emergency. R&VP staff will distribute these maps and explain the procedures at a future I&VS briefing.
- 4) The door knob on the south exit door was missing, and was replaced on May 29, 2009.
- 5) There will be two to three radios made available if requested for tours or while at the more remote locations.

  
Operations Chief  
Interpretation and Visitor Services

  
Chief Steward  
AFGE



AFGE 2058

**Operational Plan - I&VS**

This document reflects the understandings and represents the agreement between the American Federation of Government Employees, Local 2058 (the Union) and the National Park Service, Independence National Historical Park in Philadelphia (the Employer or INDE, including EDAL, DEMO, TIKO) on staffing of the Division of Interpretation and Visitor Services (I&VS).

Interpreters

Interpreter positions include the temporary-seasonal, career-seasonal (subject-to-furlough) and permanent full-time GS-5 Guide position (Guides) which include terms and intermittents; temporary-seasonal GS-7 Park Ranger positions; and career-seasonal (subject-to-furlough) and permanent full-time GS-5/7/9 Park Ranger positions (Rangers).

Normally, Park Rangers and Park Guides are treated separately for purposes of work assignments, leave (calendar and annual) and lieu days.

Under normal circumstances, the Employer agrees to provide at least seven (7) calendar days advance notice in writing of changes in lieu days, (examples of when less time may be required - last minute training opportunities or meetings). However, in event of an emergency declared by the Superintendent, this notice period may be shortened. The Superintendent will provide notice to the Union President in the event of such an emergency.

Career-seasonal positions may be subject to annual furlough of at least two pay periods. Whenever possible, Interpreters (Guides and Rangers) who are identified as "subject-to-furlough" will be offered non-competitive conversions to "full-time permanent" positions in the same series, at the same grade (with no greater promotion potential for which they are already qualified) when such permanent positions become available. These positions will be offered to qualified employees in order of cumulative time employed at INDE.

Guides

Guides may be trained for any or all of the duty locations for which a Guide is appropriate.

Normally, Park Guides will not be assigned to perform Ranger duties but it is understood that Park Guides, as part of their development and training, may be assigned to Ranger duty stations and/or programs. Routinely assigning Park Guides to Ranger duties (more than 25% of scheduled work hours in a calendar year) could impact the pay of a Guide if

Agency Ex. 41

position limitations are exceeded. This will not interfere with management's right to temporarily detail employees in accordance with the Collective Bargaining Agreement.

### Rangers

Park Rangers may be trained for all the duty stations in the park. Training opportunities to work at the Edgar Allan Poe and the Doshier-Morris/Bringinghurst National Historic Sites may be available for both Park Rangers and Park Guides. Staffing these sites will be competitive, based on the submission of a one page nomination.

### Employee Development

Employees must be given adequate time to complete requirements for their developmental and job enrichment assignments. Available developmental opportunities will be equitably offered to all employees at each level in a career path. The issues of Ranger "competencies" and "benchmarks" is addressed in a separate agreement by the parties to this Agreement. (See Memoranda of Agreement for Interpretive Competencies).

On implementation of this agreement and at least once a year thereafter, I&VS employees will be advised of the full spectrum of job requirements for the type of positions for which they are assigned and which is appropriate for their grade level. At the same time, employees will be advised of the training and developmental programs which are available to them.

### Leave Requests

As stated in the collective bargaining agreement Article 35 Section 11: A.1 "Annual leave requested outside of "calendar leave process" may be submitted up to 12 months in advance, provided the employee will have enough leave available to cover the requested dates". To further clarify leave requests may be submitted in person, by email, mailed with post mark of that date or fax. Any requests submitted further than one year in advance will be rejected.

### Scheduling

The "sign-in" sheets and daily schedules with duty stations for Rangers and Guides will be posted in East Wing employee lounge. Normally, daily schedules will be written by a committee, which includes a union representative to review the final product.

Volunteers may augment interpretive staff and provide relief at line duty stations, but the use of volunteers will not reduce paid permanent or seasonal positions.

Adequate time must be provided for the following for each interpreter:

- A. Time at the start of the tour of duty for staff briefings;
- B. Time to get to and open buildings for the public;
- C. Time to close buildings after they are closed to the public and sufficient travel time to return to employee "sign-out";
- D. Sufficient travel time between duty stations;
- E. 30 minute duty-free lunch break, including travel to employee lounge from the last duty station before lunch and from lunch to the next duty station;
- F. Two 15 minute breaks, one in the morning and one in the afternoon. Whenever possible, breaks will not be appended immediately after morning briefing or in the last ½ hour of the scheduled workday.
- G. Adequate time for cleanup will be provided, (employees working in the print office need to clean up before lunch and at the end of the day);
- H. Time will be consistently and equitably provided off line to all interpreters for individual research and development;
- I. Time will be consistently and equitably provided for "off-line duties." A dated list of all off-line duties will be posted in the lounge and replaced as they are changed. Qualified I&VS staff who volunteer for off-line I&VS duties will be given first consideration for the assignments when possible.
- J. Employees who are scheduled in a building where the temperature is below 60 degrees Fahrenheit or oppressively hot may request relief from a supervisor.
- K. Schedules will cycle interpreters no longer than 1 ½ hours per rotation at the Liberty Bell Center. Employees will not be scheduled to work more than two hours at any one duty station that does not have a rest room.

### Implementation

This agreement will be effective from the signing date and will run concurrent with the overall collective bargaining agreement signed March 9, 2007. It replaces the June 1, 2000 agreement.

The Union will be notified in advance of any changes that could potentially affect this agreement. It is understood that information sharing before decisions are made will facilitate understanding of the issues and resolution of potential problems.

Within 5 workdays of the implementation of this agreement, the Employer will provide a written copy of this agreement to all affected employees and to all new employees when they enter on duty.

Disputes on this agreement will be handled under the negotiated grievance procedure in the Collective Bargaining Agreement.

For AFGE:



June 26, 2009

For the Employer:



June 26, 2009

**MEMORANDUM OF AGREEMENT BETWEEN  
THE NATIONAL PARK SERVICE AND  
THE AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES  
LOCAL 2058**

The memorandum of Agreement ("MOA") is entered into by the U.S. Department of the Interior's National Park Service, Independence National Historical Park ("Management") and the American Federation of Government Employees Local 2058 ("Union), for the purpose of defining the appropriate and allowable use of the multipurpose room and break room at the Liberty Bell Center. In addition, the improvements that will be made to the break room are defined. In consideration of their mutual promises and agreements set forth below the parties agree:

1. For security purposes, I&VS employees will be given access to a lockable space in the break room for the storage of personal belongings while working on site.
2. I&VS employees who are scheduled to work at the LBC before their lunch break and are scheduled to return to the LBC after their lunch break may have their lunch in the break room.
3. Management will not restrict access to the LBC multi-purpose room, when not in use, for the purpose of I&VS employees who are working at the site for storing personal belongings or for brief periods of personal relaxation.
4. Management will make every reasonable effort to clean and restock the bathroom with necessary supplies.
5. Management will ensure that the break room is cleaned out of all items being stored there, except for what is absolutely necessary for the functional operation of the Center.
6. Management will make every reasonable effort to have the break room floor cleaned and the room painted a more relaxing color. In addition, management will make every reasonable effort to make the necessary repairs to the bathroom including updating the faucet and removing or improving the shelves above the toilet.
7. Management will ensure all wires and shelving in the break room will be secured in a proper manner. No items will be stored within 18 inches of the ceiling.
8. Management will provide SecTek security personnel with their own keys to access the break room by November 1, 2011. Management will provide the union with written notification to SecTek that they are not allowed to use the break room for lunches.

9. Management will consider improving storage for personal gear, including flat hats, in the break room once other articles of this agreement have been executed.
10. It is recognized by both parties that staff may consume light refreshments including bottled water/soda in the break room.
11. Management will submit a FMIS proposal during the Servicewide Combined Call in FY12 to install an additional toilet and sink in the break room; Management will notify the union in writing when the submission is made. Once funding is secured, Management will forward to the union copies of all design plans and specs for the new restroom for their review and comment. The union does not waive its bargaining rights at any step in the process.
12. Management will make every reasonable effort after signing a Memorandum of Understanding (MOU), to implement this agreement in a reasonable amount of time. The union understands that implementation of these matters is based upon staffing and budget. If any article of the signed MOU cannot be implemented, management will provide an explanation to the union for the delay in carrying out its obligation.

For the Agency:



10-7-11  
Date

and Visitor Services  
Independence NHP

For the Union:



10-5-2011  
Date

AFGE, Local 2058

## Memorandum of Understanding

### Section 1

This Memorandum of Understanding (MOU) is entered into by and between Independence National Historical Park and the American Federation of Government Employees, Local 2058. Hereinafter Independence National Historical Park will be identified as the Employer and the American Federation of Government Employees will be identified as the Union. Together they will be identified as the Parties.

### Section 2

This MOU shall define circumstances when the Union is entitled to accompany the Employer on formal inspections under Article 8, Section 6 of the collective bargaining agreement between the Union and the Employer. This MOU will also define the term formal inspections.

### Section 3

The parties agree that the Union shall be invited to designate a bargaining unit employee to accompany the Employer on scheduled formal inspections of the worksite. For formal inspections within the park's scheduling control, the Union president shall be provided a copy of the schedule on a quarterly basis in order to facilitate the request for official time by the designated bargaining unit employee. It is the Union's responsibility to submit requests and to arrange for approved official time for their designee to attend these inspections in accordance with the collective bargaining agreement Article 33, Sections 5 and 6, as they pertain to official time procedures and use of official time.

### Section 4

Formal inspections of buildings are inspections that involve bargaining unit employees work areas. Inspections that are formal in nature are those conducted by outside agencies such as OSHA and EPA. An invitation will also be extended for annual inspections required to be completed in accordance with Director's Order 50 and Director's Order 58 with the exception of some routine inspections as indicated in the next paragraph.

Formal inspections do not include the annual inspection, testing and maintenance requirements for fire detection systems, fire suppression systems, fire extinguishers, inspections conducted by third-party contractor (e.g. environmental audits or building mechanical systems), first aid kits, or AED's, housing inspections, FMSS condition assessment inspections for Park assets and locations.

### Section 5

The Parties agree that unscheduled inspections are those inspections which require immediate response to eliminate unsafe or unhealthful conditions which may place a bargaining unit employee at risk. The Parties agree that the Employer has the right to conduct and act upon discoveries from additional unscheduled informal inspections.

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Section 6

This Memorandum of Understanding is effective immediately upon signature by both parties and shall continue in full force and effect until the parties mutually agree to change it.

Authorized Union Representative



Authorized Management Official



## Memorandum of Understanding

### Section 1

This Memorandum of Understanding (**MOU**) is entered into by and between Independence National Historical Park and the American Federation of Government Employees, Local 2058. Hereinafter Independence National Historical Park will be identified as the Employer and the American Federation of Government Employees will be identified as the Union. Together they will be identified as the Parties.

### Section 2

This MOU shall address the implementation and any adverse impact of moving the FMSS Network Team from the First Bank of the United States to the Philadelphia Support Office of the Northeast Region (200 Chestnut St.) and will outline the appropriate grievance officials

### Section 3

Grievances filed by or on behalf of the FMSS Network Team will follow article 31 of the existing collective bargaining agreement between Independence National Historical Park and AFGE Local 2058. The parties agree that the STEP 1 official will normally be the FMSS Network Teams immediate supervisor. The STEP 2 official will be the Northeast Region's Chief of Facility Management or his/her designee. The Step 2 designee, if any, will be no lower than a Division Chief. The STEP 3 official will be the Superintendent or his/her designee.

### Section 4

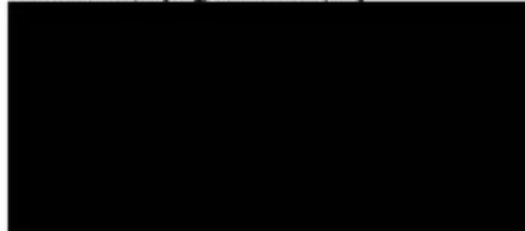
To lessen the impact of the agency's move to the new location and to allow easier access, the agency agrees to have an additional access card available to the union in order to fulfill its representational duties. The card will be for the sole use of the union and will be in the same location as the agency card (MEB First Floor Receptionist Desk). The union agrees it will sign out the card and will be on approved official time when doing so. The bargaining unit representative will make arrangements for access to the Regional Office for representational activity as covered in Article 33, Section 5C, of the collective bargaining agreement between Independence National Historical Park and AFGE Local 2058.

This Memorandum of Understanding is effective immediately upon signature by both parties and shall continue in full force and effect until either party decides to change it through Article 4 of the Collective Bargaining Agreement, or internal security is adversely impacted.

Authorized Union Representative



Authorized Management Official





## **Memorandum of Agreement – Edgar Allan Poe House**

### **Section 1**

This Memorandum of Agreement (MOA) is entered into by and between Independence National Historical Park and the American Federation of Government Employees, Local 2058. Hereinafter, Independence National Historical Park will be identified as the "agency" and the American Federation of Government Employees will be identified as the "union". Together they will be identified as the "parties".

### **Section 2**

This MOA will define a series of agreements made between the parties during Impact and Implementation Bargaining as outlined in Article 4 (Negotiations During the Term of the Agreement on Management Initiated Changes) of the collective bargaining agreement specifically related to the staff reduction at Edgar Allen Poe House (EDAL).

### **Section 3 – Specific Agreements**

- a. The site will close from 12:00-1:00 pm to allow for both staff assigned there to have a full thirty (30) minute uninterrupted lunch break.
  - b. Management will improve external communications to better inform the public of various building closures and hours of operations.
  - c. Because of the high crime rate management will consider re-installing internal security camera(s) to monitor the site during hours of operation.
  - d. A work schedule will be written so EDAL staff ordinarily can have administrative time.
  - e. Written SOG (standard operating guidelines) will be created that defines emergency procedures. If they EDAL staff feel unsafe, they will immediately contact a supervisor and close the building if needed. Management expects staff to use their best judgment to control visitation at the site. A suggested limit in the exhibit/sales area would be no more than would reasonably be accommodated in a formal tour of the house.
-

**Section 4**

This MOA is effective immediately on the signature of both parties and shall continue to be effective into the latest version of the CBA, which has yet to be ratified.

**For the Union**



Signature/Title

Date

**For Management**



Signature/Title

Date

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## Memorandum of Agreement – Benjamin Franklin Museum

### Section 1

This Memorandum of Agreement (MOA) is entered into by and between Independence National Historical Park and the American Federation of Government Employees, Local 2058. Hereinafter, Independence National Historical Park will be identified as the “agency” and the American Federation of Government Employees will be identified as the “union”. Together they will be identified as the “parties”.

### Section 2

This MOA will define a series of agreements made between the parties during Mid-term Bargaining as outlined in Article 4 (Negotiations During the Term of the Agreement on Management Initiated Changes) of the collective bargaining agreement specifically related to the Benjamin Franklin Museum (BFM).

### Section 3 – Specific Agreements

- a. During emergencies at the Benjamin Franklin Museum (outside of normal museum operations) where evacuation is indicated and areas of refuge will be used, I&E staff assigned to the BFM will start evacuation procedures as per the museum evacuation guideline. This includes, when needed, verbally directing disabled visitors towards areas of refuge. Visitor and Resource Protection (VRP) rangers will serve as incident commander (or other PPD law enforcement or PFD emergency response personnel as appropriate) and will conduct the final building evacuation sweep and determine when the building is safe to reopen. AFGE BUEs will not be required to physically lift a disabled person out of the building or into an area of refuge.
- b. Areas of refuge will adhere to all National Fire Codes and standards.
- c. The backup inverter batteries will be maintained per the manufacturer’s recommended maintenance manuals.
- d. The elevator in the BFM will be added to the park wide elevator service contract at the end of the warranty period. The agency will follow emergency response guidelines, to include contacting PFD, in the event that the elevator car is stuck with any person on board.
- e. The agency will supply the union with all SOGs (standard operating guidelines) and emergency plans prior to the opening of the museum. The union reserves the right to bargain over any additional changes in working conditions brought forth by such documents.
- f. The agency will train all bargaining unit members who are assigned to the new museum in the new operations of the museum prior to its opening.
- g. The agency will provide hand held radios that have the capability of communicating with the dispatch center and the employee’s supervisors.
- h. Bargaining unit employees relieving Eastern National employees staffing the store and ticket sales area during lunch and other staff shortages will be provided a stool to rest on.
- i. A fire drill and an emergency preparedness briefing will be provided to BUEs before they are assigned to the new museum.

- j. If bargaining unit employees from the Asset Preservation and Maintenance Division are required to work over head on valves, actuators, etc., that entire area (where the work is being performed) will be closed to visitor access until such maintenance is completed and inspected by supervisors if required.
- k. Indoor air quality standards will be achieved and maintained as required by NPS policy and applicable codes.
- l. The agency agrees to provide AEDs and first aid kits in the building.
- m. Each BUE assigned to the building will be provided lockable space for small personal items such as cell phones and purses.
- n. BUEs will be given adequate travel time to and from lunch.
- o. The Philadelphia Fire Department will be invited to an orientation and walk through prior to the opening of the Benjamin Franklin Museum.
- p. In the event of an active fire alarm, BUEs will not be required to remain behind with those who cannot climb stairs and that are placed into the areas of refuge.
- q. In the event of a power failure, the Benjamin Franklin Museum will not reopen and staff will not be required to reenter the building until the main power source has been restored. I&T employees will not be required to reenter but will be reassigned to assist visitors in another area. APM staff may have to reenter to assist contractors.
- r. The agency agrees to identify, in advance, those BUEs that are authorized to report directly to the museum for the start of their shift.
- s. An early detection system for natural gas leaks will be purchased and installed. Staff will be advised of the location of such devices.
- t. Staff who are exclusively assigned to the BFM for the approximately 6 week assignment will have their performance appraisals reflect all of the duties they performed while being assigned to the building. Management will also consider the various assigned duties that couldn't be performed/met because of their temporary assignment.
- u. The agency will supply the union with the maximum occupancy of the building and how it calculated it prior to the opening of the building.
- v. The agency will not limit the amount of disabled visitors that are allowed in the building at any given time.
- w. Panic alarms will be installed in the museum in the event of an emergency situation and clearly identified to staff.
- x. Should the elevator in the BFM become non-functioning, management will ensure that signage will be posted at the BFM desk and Independence Visitor Center desk alerting visitors to the potential issue. When possible, the park's website and other social media will be updated to apprise visitors of the potential impact. However, should they be asked, bargaining unit employees will address any questions/concerns from visitors to the museum concerning the malfunctioning elevator.
- y. While on duty at the BFM, bargaining unit employees may sit on the stools and benches provided in the building when not engaged in interpretation/orientation of the exhibit.
- z. No beverages are permitted on the exhibit floor with the exception of drinking water from the water fountain. Beverages will be permitted in the office space but employees will be required

to remove all beverage containers from the building upon their departure (i.e. soda containers, used coffee cups, water bottles, etc. will not remain in the office area or in the office area trash cans). Beverages will be permitted at the lobby desk in closed containers out of view to visitors. All containers will be removed by the employee at the end of the employee's time at the desk.

Section 4

This MOA is effective immediately on the signature of both parties and shall continue to be effective into the latest version of the CBA, which has yet to be ratified.

For the Union

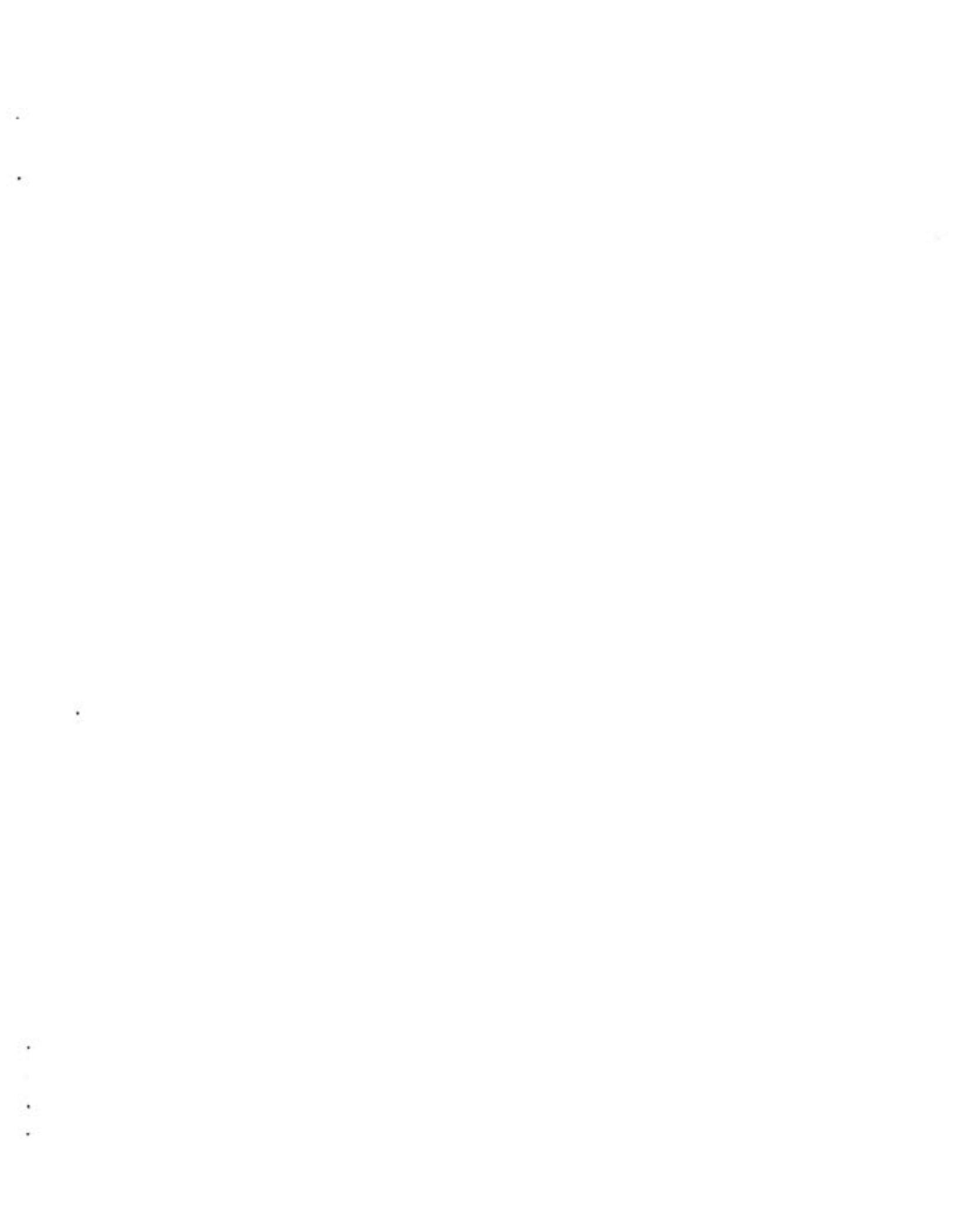
Signature/Title

Date

For Management

Signature/Title

Date



At the end of the pay period, bargaining unit employees will either enter their time for the pay period into Quicktime, or fill out the attached form and submit to their supervisor.

**Section 5**

All other leave procedures will be in accordance with the parties collective bargaining agreement.

**Section 6**

Employees will be notified of the new procedures with the attached acknowledgement form.

**Section 7**

The utilities work group will begin to use this new procedure on Sunday, May 17, 2015 (Pay Period 15-12). The other work groups will phase in after the aforementioned date.

**Section 8**

The parties agree that they shall meet sixty (60) days after May 17, 2015 to discuss how the process is working and to make adjustments, if necessary, to these new procedures.

***DURATION***

This Memorandum of Understanding is effective immediately upon signature by both parties and shall continue to be in effect until either party wishes to make changes. If such occurs, the parties will negotiate new procedures.

For the Agency



Name & Date

1/2/15

For the Union



Name & Date

## MEMORANDUM OF UNDERSTANDING

### PREAMBLE

#### Section 1

This Memorandum of Understanding (MOU) is entered into by and between the American Federation of Employees, Local 2058, hereinafter referred to as the Union, and management of Independence National Historical Park, hereinafter referred to as the Agency. Together, they are referred to as the Parties. The parties enter into this agreement, pursuant to the arbitrator's decision in Case No. 13, PSIP 165 and the pending term collective bargaining agreement.

### SCOPE

#### Section 2

This MOU shall govern the procedures for discontinuing the use of time clocks for bargaining unit employees in the division of Asset Preservation and Maintenance.

#### Section 3

The parties agree that the best way to discontinue the use of time clocks is by gradual phase out through the various work units/shops that make up AP&M. The parties agree that every 30 days, a work group in AP&M will discontinue the use of the clocks until the entire division no longer uses the clocks starting with the utilities work group. The agency will phase out the use of the time clocks in the other work groups in the following order:

1. Utilities
2. Carpenters' Shop/Chiller Plant
3. Custodial/MVO
4. Gardening/Grounds
5. Tool Crib/All other AP&M

#### Section 4

The parties agree to the following procedures:

Employees will be required to report to their immediate supervisor, at their required start time. It is each individual employee's responsibility to make contact with their immediate supervisor. If the immediate supervisor is not available, employees must make contact with any other AP&M supervisor. For the purposes of this document, "contact" is defined as: A physical face to face greeting or phone call from internal park phone. At the end of the day, employees will be required to report to their immediate supervisor to be dismissed from the work place. Again, if the immediate supervisor is not available at the end of the day, the employee must make contact with another AP&M supervisor.

