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AGREEMENT

BETWEEN

SUPERINTENDENT, CAPE COD NATIONAL SEASHORE

AND

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, AFL-CIO

LOCAL #3789

PREAMBLE

Pursuant to the policy set forth under the provisions of the Civil Service Reform Act of 1978 and applicable executive orders, the following articles constitute an agreement by and between the Superintendent, Cape Cod National Seashore, South Wellfleet, Massachusetts, hereinafter referred to as the Employer, and the American Federation of Government Employees, AFL-CIO, Local #3789, hereinafter referred to as the Union.

WITNESSETH

WHEREAS, it is the intent and purpose of the parties hereto to promote and improve the efficient administration of the Federal Service and the well being of employees within the meaning of the Civil Service Reform Act of 1978 and applicable executive orders to establish a basic understanding relative to personnel policies, practices and procedures, and matters affecting other conditions of employment within the jurisdiction of the Superintendent, Cape Cod National Seashore and to provide means for amicable discussions and adjustment of matters of mutual interest at Cape Cod National Seashore, South Wellfleet, Massachusetts.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

ARTICLE I

GENERAL PROVISIONS

Section 1. Parties and Coverage: This agreement is made by and between the Superintendent, Cape Cod National Seashore, hereinafter referred to as "the Employer", and the Local 3789 of the American Federation of Government Employees, AFL-CIO, hereinafter referred to as "the Union". This agreement is applicable to all non-professional employees, of the Cape Cod National Seashore, excluding professional employees, confidential employees, management officials, employees engaged in Federal personnel work in other than a purely clerical capacity, and supervisors, as defined in Title VII,

PL 95-454. The Union hereby recognizes its responsibility for representing the interest of all such employees without discrimination and without regard to labor organization membership.

Section 2. Definitions: The following definitions of terms used in this agreement shall apply:

a. Consultation: Verbal or written discussions between representatives of the Employer and representatives of the Union for the purpose of exchanging views or information concerning the formulation or adjustment of personnel policies and practices affecting the general working conditions of employees in the unit.

b. Emergency Situation: An emergency situation is one which poses sudden immediate and unforeseen work requirements for the Employer as a result of a natural phenomenon or other circumstances beyond the Employer's reasonable control or ability to anticipate.

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

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

e. Unit: The term applicable to the Unit of Recognition for Union Representation and is that group of positions finally agreed upon by the Employer, the Union, and the Department of Labor, as described in Section 1., above.

f. Unit Employees: The term applicable to personnel assigned to the organizational unit defined in Section 1, above.

ARTICLE II

RIGHTS AND OBLIGATIONS OF THE EMPLOYER

Section 1. It is agreed that the rights, powers, and authority of management, except as otherwise modified by this agreement, are vested in the Employer. Included in this responsibility, but not limited thereto, are the right:

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

b. in accordance with applicable laws---

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

(2) to assign work, to make determination with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;

(3) with respect to filling positions, to make selections for appointments from---

(a) among properly ranked and certified candidates for promotion; or

(b) any other appropriate source;

(4) to determine 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;

(5) to take whatever actions may be necessary to carry out the Seashore mission during emergencies; and

(6) to provide reasonable standards and rules for employee safety in accordance with the needs to be met and the hazards that are encountered.

Section 2. The Employer agrees to inform the Union of any changes in personnel policies, practices, procedures, and conditions of employment, that are applicable to unit employees.

Section 3. Management officials will not make unilateral changes in the terms of this agreement. Changes which may be required by paramount statutes, Executive Orders, regulations of appropriate authorities or emergency situations and those changes not covered by this agreement or in conflict with this agreement, shall be brought to the attention of the Union. Those changes will be processed by amendment in accordance with the procedure specified in ARTICLE XXVIII, Section 5 of this agreement.

ARTICLE III

RIGHTS AND OBLIGATIONS OF EMPLOYEES AND THE UNION

Section 1. Employees' Rights - 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. Such right includes the right-

(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.

Section 2. Nothing in this agreement shall require an employee to become or to remain a member of a labor union, or to pay money to such a union, except pursuant to a voluntary, written authorization by a member for payment of dues through payroll deductions.

Section 3. This agreement does not preclude any employee from bringing matters of personal concern to the attention of appropriate Union or management officials without fear of reprisal or intimidation.

Section 4. The parties agree that 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 National Park Service.

Section 5. The Employer and the Union mutually agree that an employee has the right to have all provisions of this agreement applied by both parties, fairly and equitably to all employees in the unit without regard to race, creed, color, national origin, sex, age as prescribed in existing regulations, marital status, physical or mental handicap, lawful political affiliation(s), or membership in a lawful union.

Section 6. The Union shall not call or engage in a strike, work stoppage, or slowdown; picket the National Park Service in a labor-management dispute, except that informational picketing may be conducted which does not interfere with agency operations or mission; or condone such activity by failing to take affirmative action to prevent or stop it.

Section 7. Solicitation of membership or dues and other internal business of the Union shall be conducted in the non-duty hours of the employees involved. Canvassing and soliciting shall be conducted outside regular working hours; for this purpose, lunch periods are considered outside regular working hours.

ARTICLE IV

LABOR-MANAGEMENT COOPERATION

Section 1. The Union, as representative of the employees within the unit, shall have the right and responsibility to present its views to the Employer either orally or in writing concerning personnel policies and practices, or other matters affecting conditions of employment of employees in the unit.

Section 2. As a means of developing maximum communication and cooperation between Labor and Management, a self-organizing committee shall be established to meet not more than once a month, whose meetings may be waived by mutual consent.

The Committee shall consist of two members appointed by the Employer and two members appointed by the Union. Additional members may be appointed on an ad hoc basis when contributions from other than committee members are germane to the issues to be discussed.

The Committee shall record all proceedings and furnish recommendations for improvement in efficiency and employment conditions to the Employer and the Union for information, action, or resolution. The purpose of the committee shall be to give consideration to such matters as: the interpretation and application of rules, regulations, and policies; the correction of conditions making for grievances and misunderstandings; the encouragement of good human relations in employee-supervisory relationships; the promotion of education and training; the betterment of employee working conditions; the strengthening of employee morale; the implementation of Equal Employment Opportunity, etc. However, it is agreed that individual grievances will not be taken up during Committee meetings. An agenda for the meeting will be provided to all members at least two (2) days prior to the meeting. Meetings shall be held on official time.

ARTICLE V

PROVISIONS OF LAW AND REGULATIONS

Section 1. In the administration of all matters covered by the Agreement, officials and employees are governed by existing or future laws and the regulations of appropriate authorities, including policies set forth in the Federal Personnel Manual; by published agency policies and regulations in existence at the time the Agreement was approved; and by subsequently published agency policies and regulations required by law or by the regulations of appropriate authorities.

Section 2. Any portion of this agreement which presently or in the future conflicts with any law, regulations, or directive of an authority outside

the Department of the Interior automatically becomes null and void. However, this agreement is not subject to future Department of the Interior, National Park Service or North Atlantic Regional Office regulations unless they are required by law, or by regulations of an authority outside the Department of the Interior. This agreement must be amended to conform to all published Department of the Interior, National Park Service and North Atlantic Regional Office regulations before it can be extended or renewed.

ARTICLE VI

UNION REPRESENTATIVES AND STEWARDS

Section 1. The Employer agrees that to enable the Union to meet and discharge its obligations and responsibilities under this agreement, authorized Union representatives shall be permitted to visit the Cape Cod National Seashore and places of work at the Cape Cod National Seashore during working hours, provided that such visits will not interfere with Seashore operations.

Section 2. Authorized Union representatives shall confine their activities during working hours to matters relating to this agreement and will make their presence known to the Superintendent or his representative upon arrival.

Section 3. Stewards shall be appointed by the Union from unit employees and will serve as representatives of the Union in bringing Union matters to the attention of the Employer. The number of designated Stewards shall not exceed nine during the summer season and four during the off-season, and the Union shall supply the Employer with their names and the areas in which each is to serve, which list shall be posted on appropriate bulletin boards. Stewards shall be recognized by the Employer in their official capacity as trained Union representatives with authority to officially represent the Union in business matters. Both the Union and the Employer shall recognize the Steward's dual relationship with management where the Steward functions as an employee under the supervision of designated supervisory personnel. When the Steward meets with management's supervisory echelon to discuss grievances, recognition shall be given to the role of the Steward as an official representative of the Union with equal status. It is agreed by the Union and the Employer that the interests of both parties will be best served by developing a climate of mutual respect and good working relationships within the ranks of their respective representatives.

Section 4. Reasonable time shall be provided to officers and stewards to discharge their responsibilities under this agreement. Stewards, when leaving their duty posts, shall first obtain permission from their

immediate supervisor. Permission will also be obtained from the supervisor of any employee being contacted. Stewards will report their return to work to their supervisors. Supervisors will grant such permission unless a significant interruption of work would result. All representational activity will be recorded on the form "REPRESENTATIONAL ACTIVITY", shown as Appendix A to the agreement.

ARTICLE VII

VOLUNTARY DUES ALLOTMENT

Section 1. The Union and Cape Cod National Seashore agree that the provisions of this Article are subject to, and will be governed by, applicable Federal laws, Executive Orders, rules and regulations issued by the Office of Personnel Management and Department of Interior regulations, and will be modified by any future amendments there to. In the event that any applicable Federal law, Executive Order, rule or regulations is amended or terminated which affects dues allotments, the provisions of this agreement may be reopened for discussion by either Cape Cod National Seashore or the Union as to those affected areas.

Section 2. Labor Organization Responsibilities

AFGE agrees to assume the responsibilities for :

- a. Informing and educating its members on the voluntary nature of the system for the allotment of labor organization dues, including conditions under which the allotment may be revoked;
- b. Purchasing and distributing to its members Standard Form 1187;
- c. Completing Standard Form 1187 and keeping the member's servicing payroll office informed, in writing, of any changes in this information.
- d. Forwarding properly executed and certified Standard Form 1187 to the members servicing personnel office on a timely basis;
- e. Forwarding of an employee's revocation (memorandum or Standard Form 1188, Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues) to his servicing personnel office when such revocation is submitted to the Union.
- f. Informing the servicing payroll office of the name of any participating employee who has been expelled or ceases to be a member in good standing in AFGE within fifteen (15) days of the date of receipt of final determination; and

- g. Informing the servicing payroll office of any change in the schedule of membership dues (see 4a).

Section 3. Management Responsibilities

Cape Cod National Seashore agrees that it is responsible for:

- a. Permitting and currently processing voluntary allotment of dues in accordance with this agreement.
- b. Upon receipt of a properly certified Standard Form 1187, 1188 or other revocation document, the servicing personnel office shall stamp the date it was received on the back of the Form and forward it to the Payroll Office within seventy-two (72) hours of its receipt.

The Regional Finance is responsible for:

- a. Withholding dues on a bi-weekly basis.
- b. Notifying the employee and the AFGE official to whom the remittance is sent when an employee is not eligible for an allotment.
- c. Withholding dues in accordance with the schedule certified by the authorized AFGE official, so long as the established schedule has not been changed during the past twelve (12) months;
- d. Discontinuing allotments when required by OPM Rules and Regulations and FPM.
- e. Transmitting remittance checks to the allottee designated by AFGE together with a duplicate listing of members for whom deductions were made and a copy of all revocation notices received in the payroll office within five (5) working days.

Section 4. Joint Stipulation

The parties to this agreement agree that:

- a. The established schedule of amounts of dues allotments from compensation may not be changed more frequently than once each twelve (12) months;
- b. Administrative errors in remittance checks will be corrected and adjusted in the next remittance check issued to the labor organization. If the labor organization is not scheduled to

receive a remittance check after discovery of the error, the labor organization agrees to promptly refund the amount of erroneous remittance.

Section 5. Effective Dates for Action Under this Agreement

The effective dates for actions under this agreement are as follows:

<u>Action</u>	<u>Effective Date</u>
Starting dues withholding	Beginning the first pay period after date of receipt of properly executed and certified Standard Form 1187.
Changes in amounts of dues	Beginning of first pay period after receipt of certification.
Revocation by employee	Beginning of first period following the anniversary date of the contract, following receipt in payroll office of revocation notice; providing, however, that the revocation by a supervisor, which may occur at any time, will be effected beginning the first pay period following receipt in the payroll office of the revocation.
Termination due to loss of membership in good standing	Beginning of first pay period after date of receipt of notification.
Termination due to loss of exclusive recognition	Beginning of first pay period following loss of exclusive recognition.
Termination due to separation	A final deduction will be made for that pay period in which the action is effective.
Employee leaves bargaining unit other than by separation	Beginning of pay period personnel action is effective if at the beginning of a pay period or at beginning of following pay period if personnel action is effective in middle of pay period.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 1. In the best interest of the National Park Service both parties agree to try to settle all differences, including those concerning policies and grievances, at the lowest possible level of authority.

Section 2. The Employer agrees to furnish the Union not more than once a year with an alphabetical list containing names of employees in the Unit which include grade and organization. The list will not include home addresses or home telephone numbers of employees as official release of this information would be an unwarranted intrusion into an employee's personal privacy.

Section 3. The Employer and the Union mutually agree that employees in the Unit will be encouraged to participate in worthwhile charity drives. However, participation will be truly voluntary. Although desirability of 100% participation in approved fund drives can and should be properly stressed, any practice involving compulsion, coercion or reprisal directed toward an employee because of the size of his contribution or his failure to contribute will not be instituted.

Section 4. The Employer agrees that as a part of their orientation, all new employees hired in a position included in the Unit will be informed of the Union's exclusive recognition.

Section 5. The Employer agrees to consider Union representation on any standing park committees involving the mutual interests of the membership and the Park. Such consideration will be given upon written request of the Union for specific committee memberships.

Section 6. The Employer agrees to furnish position descriptions of unit employees to the Union upon request.

ARTICLE IX

COMPETITIVE MERIT SYSTEM

Section 1. It is mutually agreed and understood that all employment in the Federal Sector is subject to the principles of fair and equitable competition and merit. The following sections outline the procedures to be followed in recruiting and filling positions at Cape Cod National Seashore.

Section 2. All career and career-conditional positions within the bargaining unit will be advertised within an area of consideration to be determined by the Employer in accordance with the Regional and Local Career Development and Placement Plan, if there are at least three highly qualified candidates within the bargaining unit the area of consideration will be park-wide. The Employer may also recruit concurrently from other appropriate sources. In addition to posting vacancy announcements on the Seashore Bulletin boards, two (2) copies of announcements for vacancies at Cape Cod National Seashore will be provided to the Union. Employees of Cape Cod National Seashore shall be responsible for completing and submitting their applications for consideration in accordance with announcement directions. Applicants not selected for the position(s) shall be notified in writing of nonselection.

Section 3. All applicants for career and career-conditional positions at Cape Cod National Seashore shall be rated and ranked as to "highly qualified" and "qualified" through application of rating criteria. If a qualified employee is selected over a highly qualified employee, the highly qualified employee may request and shall receive, written reasons for non-selection.

Section 4. A Union steward will be permitted to post audit all records, in accordance with applicable laws and regulations, upon presentation of written authorization from an employee requesting representation. The Union agrees that all information revealed at the post-audit will be treated as confidential and any applicable provisions of the Privacy Act shall be complied with.

Section 5. Disputes arising out of the application of the Regional and Local Career Development and Placement Plan shall be processed in accordance with the negotiated grievance procedure; however, non-selection is non-grievable.

Section 6. The Employer agrees that any qualified employee in the Unit for whom a known detail to an established higher graded position is planned which will exceed 60 days shall be temporarily promoted. Short details to a higher graded position shall not be used to avoid temporary promotions. The effective date of all temporary promotions will be the beginning of the first pay period following assignment to the position. Selections for such temporary promotions will normally be made from among qualified employees in the immediate work area, unless the temporary promotion would exceed 120 days. Temporary promotions which exceed 120 days will be processed under the Regional and Local Merit Promotion Plan.

Section 7. All employees are entitled to review their Official Personnel Folder (OPF) to ensure documents accurately reflect his/her employment history, training, awards, etc.

Section 8. Supervisors will provide no less than annually appraisals of job performance strengths, weaknesses, and career development opportunities.

ARTICLE X

SEASONAL EMPLOYEES

Section 1. It is in the mutual interest of both parties to maintain a well qualified and experienced seasonal workforce.

Section 2. All appointments, both career-conditional and temporary, will be made in accordance with applicable Civil Service Law and Regulation and without nepotism or favoritism.

Section 3. The Employer agrees to consult with the Union when contemplating using volunteers. The impact on Union members concerning job status, security, and work programs will be discussed prior to the implementation of such a program.

Section 4. The Employer agrees that the President of Local #3789 will nominate and the Superintendent will appoint one (1) member to the Quarters Committee and housing assignments will be made in a fair and equitable manner.

Section 5. The Local Applicant Supply File may be used in filling temporary positions. Applications received for the Local Applicant Supply File will be rated and ranked by a rating panel consisting of the following members:

- a. A person familiar with personnel procedures and Equal Employment Opportunity,
- b. A person familiar with the types of positions to be filled, and
- c. A member of the bargaining unit, chosen by the Union.

Crediting Plans used for rating and ranking applicants may be reviewed by the Union.

ARTICLE XI

EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The Employer and the Union agree to cooperate in providing equal opportunity in Federal employment for all qualified persons, regardless of race, color, creed, national origin, age, sex, marital status, lawful political affiliation(s), physical or mental handicap, or membership in a lawful union, and assure that there will be nondiscrimination in every aspect of Federal employment policies and practices.

Section 2. Each party agrees to advise the other of outstanding equal opportunity problems in the unit of which they are aware. The Employer and the Union will jointly seek solutions with the Equal Employment Opportunity

Representative to such problems through personnel management procedures and programs provided in this Agreement and in National Park Service regulations.

Section 3. A representative of the Union will be a member of the Equal Employment Opportunity Advisory Committee.

Section 4. The parties agree that every effort will be made to utilize to the fullest extent the present skills of employees by all means, including the redesigning of jobs where feasible; and to provide the maximum feasible opportunity for employees to enhance their skills through on-the-job training, work-study programs, job design measures, and other training programs so that they may perform at their highest potential and advance in accordance with their abilities.

ARTICLE XII

TRAINING

Section 1. The Employer and the Union mutually recognize that the need for training and development for all employees is a matter of primary importance to both parties. Through the procedures established for employee management cooperation the parties shall seek the maximum training and development of all employees. All training that is conducted by Cape Cod National Seashore personnel or by off-Park instructors is offered for the improvement in the technical competence of the affected employees. The Employer will plan and provide for the training and development of employees as required to accomplish the mission. This may involve different types of training such as refresher, technical and specialized training. Employees are expected to share with fellow employees new skills and techniques acquired through such training.

Section 2. The Employer agrees to establish training programs consistent with applicable current and future laws and regulations.

Section 3. Each supervisor determines the development needs within his organization on a continuous and systematic basis as part of his/her regular supervisory responsibilities and documents and reports these needs as required by the applicable regulations. The Employer further agrees to nominate or select in a fair and equitable manner employees for Park-sponsored employee development courses, which will serve to enhance their job-related skills and knowledge. The Union will be afforded the opportunity to review the course, note eligible employees and submit comments to management.

Section 4. Subject to the availability of funds and training facilities, the Employer agrees to provide such training, as is essential to the accomplishment of Park operations, to eligible employees without regard to

race, creed, color, religion, sex, age, national origin, marital status, lawful political affiliation(s), physical or mental handicap, or membership in a lawful union.

Section 5. Each supervisor should actively stimulate and encourage the interests of his/her subordinates in self-development and provide information on known self-development sources.

Section 6. The Employer agrees to provide employees the opportunity to take advantage of job related schools or courses sponsored by the National Park Service as work schedules, needs of the Service, and funds permit, giving consideration to the potential of each employee's ability to train and other relevant factors, e.g., summer employment period.

ARTICLE XIII

JOB CLASSIFICATION AND ASSIGNMENT OF WORK

Section 1. The Employer retains the right to assign the employee such work as may be deemed necessary within the purview of the Civil Service Reform Act. The Employer agrees that supervisors will explain to employees the basis of the classification of their positions and to give the employee the opportunity to resolve questions as to the adequate and accurate description of duties and responsibilities in the employee's position description before appealing that determination. If resolution cannot be attained between the employee and the immediate supervisor, the employee may request assistance from the Personnel Management Specialist and the Union representative. Regional Personnel Office will advise and assist employees on procedural aspects of filing position classification appeals.

Section 2. Employees will be furnished a copy of their job description. Pen and ink changes may be made to update a job description.

ARTICLE XIV

LEAVE ADMINISTRATION

Section 1. Annual leave, sick leave, leave without pay and administrative leave will be administered in accordance with existing and future laws, rules and regulations.

Section 2. Supervisors are required to establish annual leave schedules for the leave year before the end of March of each year. Supervisors will ensure that all employees are given the opportunity for a reasonable vacation period and will be allowed to use all leave subject to operational need and the exigencies of the Service, which cannot be carried forward to the next leave year.

Section 3. The Employer will make every effort to grant annual leave as requested, when possible. The Employer agrees if leave cannot be scheduled at the time requested by the employee, the supervisor will consult the employee and endeavor to schedule the leave at an alternate time convenient to the employee.

Section 4. In cases of serious disability or illness employees may be advanced up to thirty (30) days sick leave, in accordance with applicable regulations. Advance of sick leave will not be granted if it is considered likely that the employee will not return to duty for a sufficient period of time to earn the leave. Employees will be encouraged to use any balance of annual leave before going in debt for advanced sick leave.

Section 5. Employee officials or representatives of the Union shall, upon written request, be excused without charge to leave to attend training sessions sponsored by AFGE, provided that the subject matter of the training is of mutual concern to the Seashore and the employee is in the capacity of a Union official or representative. Requests for administrative excusal will be submitted to the Employer as far in advance as possible but in no case less than three (3) working days prior to the date requested. Requests will include a copy of the agenda or program and description of the training for which excusal is requested. Administrative excusal for this purpose will cover portions of the training sessions that meet the foregoing criteria, and normally will not exceed eight (8) hours for any individual within a twelve (12) month period. A total of 104 hours within a 12-month period is provided the union for the above purposes.

Section 6. The Employer agrees to consider a request for leave without pay from an employee of the unit for the purpose of serving on a temporary basis, as an officer or representative of AFGE, representing Federal employees. Leave without pay will not be authorized initially for any period in excess of six months, and renewals will be scrutinized carefully. Employer will assure that the value to the Government or the serious needs of the employee are sufficient to offset such costs and administrative inconveniences as:

- a. Encumbrances of a position.
- b. Obligation to provide active employment at the end of the approved leave period.
- c. Eligibility for continued coverage (without cost to the employee for up to one year of nonpay status) of life insurance and health insurance.
- d. Loss of service.
- e. Complication of retention registers in the event of reduction-in-force.

f. Credit of six months of each year toward retirement without employee contributions.

ARTICLE XV

HOURS OF WORK

Section 1. The Employer has the responsibility of establishing shifts, hours of work and tours of duty. Factors that control the hours of work are operating budget limitations, austere manning, and a wide range of diverse activities that affect Park operational requirements seven days a week.

Section 2. Assignments to tours of duty shall be scheduled two weeks in advance and shall be posted in the appropriate areas, except in emergencies.

Section 3. The administrative workweek shall be seven consecutive days Sunday through Saturday. The basic 40 hour workweek is scheduled over five days.

Section 4.

a. Employee shift changes will be established for a minimum of two pay periods. To accomplish unscheduled work load requirements, individual temporary changes in an established tour of duty may be made after consultation with the employee. Assignments to tours of duty and shift changes will not be made as either reward or punishment. Any complaint regarding changes in tours of duty shall be processed in accordance with the negotiated grievance procedure.

b. A roster of unit employees involved in changes of tours of duty shall be maintained by the Supervisor and may be reviewed by the Union steward.

c. The posting of shift change will contain the new days and hours of the tour, duration of the change, and signature of the authorizing official.

Section 5. Short rest periods, coffee breaks, not exceeding 15 minutes during each four hours of continuous work will be granted.

The rest period/break will not be a continuation of lunch periods under any circumstances.

Section 6. A period of fifteen (15) minutes for personal hygiene prior to the lunch period and the end of the work day will be allowed each employee whose assignment includes the use of paint, oil and grease, toxic materials, or similar conditions. Wash-up time shall be considered duty time, and if all of the wash-up time is not required, the employee will be expected to perform useful work until normal quitting time.

ARTICLE XVI

OVERTIME

Section 1. The Employer has the responsibility for determining overtime needs. Cape Cod National Seashore functions may require unscheduled overtime on a short notice. Authorized time spent in excess of eight hours a day or 40 hours a week shall be considered overtime work. One hour is the minimum period of overtime that can be authorized.

Section 2. A rotational system will be established whereby all qualified employees within a section or organizational unit will be given the opportunity to participate in overtime work assignments on an equitable basis insofar as the requirements of the department will permit. Suitable records of overtime worked and refused must be maintained by supervisory employees. An overtime roster and record, not to exceed one year, shall be maintained by the supervisor and can be reviewed by the steward. The steward may consult with the supervisor concerning the assignments of overtime in an effort to keep the overtime work equal among all qualified employees as far as possible. Any complaint or disagreement on the distribution of overtime shall be processed in accordance with Article XVII, Grievance Procedure and Arbitration.

Section 3. In the assignment of overtime, the Employer agrees to provide the employee with as much advance notice as possible.

Section 4. Employees who work overtime shall be allowed a 15-minute paid break during each four hour period worked.

Section 5. Overtime shall not be compulsory except in an emergency when official requirements must be met. Any employee has the right to refuse overtime assignment provided another qualified employee is available and willing to work the overtime. When no qualified volunteers are available the supervisor has the right to direct overtime for selected employees within the overall constraints of this article.

Section 6.

a. Employees called in to work outside of and unconnected with their basic workweek shall be guaranteed a minimum of two hours of work.

b. Since the Employer has the right to require compulsory or mandatory overtime, employees can be directed to remain on duty past the end of the selected scheduled duty day to meet emergency manpower needs or emergency situations as determined by management.

Section 7. Annual leave previously used during the workweek will be counted as hours worked when offering overtime assignments to employees on their regular days off or holidays.

Section 8. Exempt employees under the Fair Labor Standards Act (FLSA) whose rate of pay is below the maximum step of GS-10 cannot be required to take compensatory time in lieu of payment. The use of compensatory time will not be a factor in establishing an overtime roster.

ARTICLE XVII

PREMIUM PAY: Hazardous Duty and Environmental Differential

Section 1. All employees under the General Schedule who perform work involving unusual physical hardship or hazard shall receive hazardous duty pay as outlined in FPM Supplement 990-1, Part 550, Book III, Subpart I and Appendix A.

Section 2. All employees under the Federal Wage System who perform work involving unusual physical hardship or hazard shall receive environmental differential pay as defined in FPM Supplement 532-1, Subchapter 8-7 and Appendix J.

ARTICLE XVIII

THE FEDERAL WAGE SYSTEM AND SURVEYS

Section 1. In accordance with the Department of the Interior's Personnel Management Letter No. 69-27 (711)(532) of June 13, 1969, pages 2 and 3, the Union agrees to accept all of the provisions of the Federal Wage System.

Section 2. The Employer will advise the Union of the Coordinated Federal Wage Time Table for the Conduct of Surveys.

ARTICLE XIX

DISCIPLINARY ACTIONS

Section 1. A disciplinary action is defined as a suspension of 14 days or less, an oral admonishment, a reprimand or a letter of caution. Disciplinary actions will only be taken for just and sufficient cause.

Section 2. Disciplinary actions taken against employees will be the minimum that can reasonably be expected to attain the purpose for which the action is initiated.

Section 3. If at any time an employee is being questioned by a supervisor or management official and believes that his/her rights are being threatened, the employee has an absolute right to request that a Union representative be present.

Section 4. The Employer agrees to informally discuss with the employee and his/her Union representative, if requested, the basis for any proposed disciplinary action prior to its being reduced to writing. The Employer

will carefully consider the employee's views and inform the employee and his/her representatives, if requested, of the decision before instituting any formal written action.

Section 5. When the employee does not elect to have Union representation, the Union will be permitted to have an observer present at the hearing without charge to leave. If the employee who requested the hearing objects to the attendance of an observer on grounds of privacy, the hearing examiner or administrative law judge will determine the validity of the objection and make the decision of the question of attendance.

Section 6. Disciplinary actions are grievable under Article XVII, Grievance Procedure and Arbitration, of this Agreement.

ARTICLE XX

GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. Purpose - The purpose of this Article is to provide a mutually acceptable method for prompt and equitable settlement of grievances.

Section 2. Scope

A grievance means any complaint -

- (a) by any employee concerning any matter relating to the employment of the employee;
- (b) by the Union concerning any matter relating to the employment of any employee; or
- (c) by any employee, the Union, or the Employer concerning -
 - (1) the effect or interpretation or a claim of breach, of a collective bargaining agreement;
 - (2) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment;
- (d) except that it shall not include a grievance concerning -
 - (1) any claimed violation of Subchapter III of Chapter 73 of Title 5 U.S.C. relating to prohibited political activities; or
 - (2) retirement, life insurance, or health insurance; or
 - (3) a suspension or removal under Section 7532, Title 5, U.S.C. relating to National Security reasons; or

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

Section 4. Appeal and Grievance Options - An aggrieved employee affected by discrimination, a removal or reduction in grade based on unacceptable performance, or adverse action may at his/her option raise the matter under a statutory appellate procedure or the negotiated grievance procedure, but not both (except for discrimination complaints).

For the purposes of this section and pursuant to Section 7121(e)(1) of the Act, an employee shall be deemed to have exercised his option under this section only when the employee files a timely notice of appeal under the appellate procedure or files a timely grievance in writing under the negotiated grievance procedure.

Section 5. Question of Grievability - In the event either party should declare a grievance non-grievable on non-arbitrable, the original grievance shall be considered amended to include this issue. The employer agrees to raise any question of grievability or arbitrability of a grievance prior to the time limit for the written answer in step 2 of this procedure. All disputes of grievability or arbitrability shall be referred to arbitration as a threshold issue in the related grievance.

Section 6. Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The Employer and the Union agree that every effort will be made by management and the aggrieved party(s) to settle grievances at the lowest possible level. Inasmuch as dissatisfactions and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, his/her performance, or his/her loyalty or desirability to the organization.

Section 7. In preparing and presenting a grievance under this negotiated procedure the employee must be represented by the Union or by a representative approved by the Union. However, any employee has the right to present a grievance on the employee's own behalf and the Union has the right to be present during the grievance procedure.

Section 8. The Union, or an employee or group of employees, wishing to initiate a grievance using this procedure may proceed as follows:

Step 1.

- a. The grievance will be taken up by the grievant at the lowest appropriate supervisory level, normally with the immediate supervisor. This shall be done within fifteen (15) calendar days after receipt of an unfavorable administrative decision or the date of the occurrence of the event or action prompting the grievance, or from the date the grievant becomes aware of such action. The persons involved in the discussion will make an earnest effort to resolve the matter.
- b. The supervisor will make whatever investigation is necessary and will give his answer to the aggrieved employee and his representative within five (5) working days after the date of discussion. It is expected that most grievances will be settled at this level.

Step 2.

- a. The grievance will be presented in writing, using the Grievance Form shown as Appendix B to this agreement, to the Division Chief within five (5) working days after receipt of the Step 1 decision. The written grievance shall contain sufficient detail to identify and clarify the basis for the grievance including citation of the specific agreement provision, alleged to be violated, and specify the personal relief requested by the employee.
- b. The Division Chief will make such additional investigation as he considers necessary to develop the facts of the case. He will then discuss the matter with the employee and his representative within five (5) working days after receipt of the written grievance. The Division Chief may contact any employee or other person(s) he believes has a direct knowledge of the facts concerning the grievance. He will submit his written decision within ten (10) working days after his receipt of the grievance. A written decision will be given to the employee with a copy to the Union. The reply will contain the reasons used to substantiate the decision.

Step 3.

- a. If the Step 2 decision is unsatisfactory to the employee, or in the case of a Union initiated grievance, to the Union, he may then appeal the decision, in writing, to the Superintendent within ten (10) working days after receipt of the Step 2 decision. The grievant or the Union may ask that the written request be supplemented by an oral presentation to the Superintendent.
- b. The Superintendent will review the case based on the record and any oral presentation. His decision will be rendered, in writing, to the employee and the Union as soon as practicable, but not later than ten (10) working days after his receipt of the employee's written grievance.
- c. Management initiated grievances will begin at this step with the Superintendent presenting the grievance orally and in writing to the

Union President. The President's response will be made in writing as soon as practicable, but not later than fifteen (15) working days after receipt of the Employer's written grievance. If the Union's response is unsatisfactory to the Employer the matter may then be referred directly to arbitration as provided in Section 9., below.

Section 9. If the Step 3 decision is unsatisfactory to the Union or the Employer, the Union or the Employer may, by written request, within thirty (30) calendar days of receipt of the unsatisfactory decision, submit the grievance to arbitration.

Section 10. Within five (5) working days from the date of receipt of the request for arbitration either party, or both parties jointly, may request the Federal Mediation and Conciliation Service to provide a list of five (5) persons who have had experience in Federal sector arbitration. Within five (5) working days after receipt of the list, the Employer and the Union shall meet to select an arbitrator from the list. If they cannot mutually agree upon one (1) of the listed arbitrators, then the Union and the Employer will each strike one (1) arbitrator's name from the list and repeat this procedure until one (1) name remains on the list. The remaining person shall be the duly selected arbitrator.

Section 11. The parties will endeavor to frame the issue to be decided as a joint submission to the arbitrator. If they cannot agree on a joint submission, then each party will submit its own version of the issue to be decided. The arbitrator will then choose one or the other as the issue to be decided.

Section 12. The arbitration hearing, if possible, will be held on the Employer's premises during the regular day-shift hours of the basic workweek, dependent upon the availability of employee participants. In the event the employee is in a non-pay status, the hearing will be scheduled upon return of the grievant to duty status, at the election of the employee.

Section 13. The arbitrator will be requested to render his written decision as quickly as possible, but in any event not later than thirty (30) calendar days following the conclusion of the hearing. The decision of the arbitrator shall be limited to the issue submitted (see Section 6. above) and shall in no way add to, subtract from, disregard, alter, or modify any of the terms of this agreement or policies. Arbitration decisions shall be accepted as final and binding on the parties and promptly acted upon by appropriate Union and/or Management officials unless either party files an exception to the arbitrator's award with the Federal Labor Relations Authority. Any dispute over the application of the arbitrator's award shall be returned to the arbitrator for settlement.

Section 14. The arbitrator's fee and the expense of arbitration, if any, will be borne equally by both parties except that expenses incurred in developing and presenting each party's case will be borne by that party.

Section 15. Failure of the Employer to observe the time limits specified in this Article will entitle the grievant to advance the grievance to the next step while failure of the grievant to observe such time limits will constitute withdrawal of the grievance. However, any time limits specified in this Article may be extended by mutual agreement of the Union and the Employer, when extenuating circumstances exist.

ARTICLE XXI

REDUCTION-IN-FORCE

Section 1. At the earliest possible date, prior to official notification to employees, the Union will be informed of any pending reduction-in-force (RIF). The notice will include the reasons for the RIF, the approximate number and types of positions affected, and the approximate date the actions will take place. All RIF actions will be carried out in compliance with applicable laws and regulations. During RIF, affected employees and their representatives may have access to pertinent regulations and retention registers as provided by governing directives.

Section 2. The parties will meet and confer on the impact and implementation of RIF prior to the issuance of notices to the affected employees.

Section 3. When employees of the Unit are to be adversely affected, the Union will be advised thirty (30) days in advance of the effective date of the adverse action. The Union will be consulted on appropriate arrangements for the employees adversely affected by the impact of realignment of the work force.

ARTICLE XXII

EMPLOYEE ASSISTANCE PROGRAM (E.A.P.)

Joint Policy Statement

Section 1. The Union and the Employer jointly recognize alcoholism and drug abuse, personal/emotional, financial, marital, family, legal, etc., as problems which adversely impact on job performance. It is also recognized that it is for the best interests of the employee, the Union and the Employer that these problems be treated and controlled under the existing collective bargaining contractual relationship.

Section 2. Our concern is limited to employee problems which cause poor attendance and unsatisfactory performance on the job. Our sole objective is to help not harm. This program is designed for rehabilitation and not elimination of the employee.

Section 3. Any employee who participates in this program will be entitled to all of the rights and benefits provided to other employees who are sick, in addition to specific services and assistance which this program may provide.

Section 4. It shall be the responsibility of all employees in a supervisory position to follow the joint union-management Employee Assistance Program policy and procedures. It shall also be their responsibility to assure any employee with personal problems covered by the Employee Assistance Program that requests diagnosis or treatment will not jeopardize his/her job security and that confidential handling of the diagnosis and treatment of these problems is an absolute fact -- not just an assertion.

Procedures for Case Handling

Section 5. It is generally conceded that the probability of success in dealing with any medical, behavioral, or emotional problem is vastly increased if it is recognized and treated in its early stages before it has irreparably damaged the physical, mental, or emotional well being of the individual.

Section 6. The Union and the Employer will always be available to consider an Employee Assistance Program case. The employee involved may directly make his own referral. Referrals may also be made by the supervisor or by the Union representative.

Section 7. When the supervisor, through daily job contact observes that an employee is experiencing difficulties in maintaining his job performance, he will discuss the apparent performance deficiency with the employee. If the employee is unable to correct his job performance difficulties through his own efforts because of personal problems covered by the E.A.P., the supervisor will inform the employee of his right to have Union representation. The employee will also be apprised of his right to process any discipline or adverse action through the appropriate appeals procedure or the negotiated grievance procedure. With employee approval, the supervisor will notify the appropriate Union steward and then arrange to offer the employee confidential assistance and services that are available as outlined in Section 6 and in the following procedures.

Section 8. The focus of corrective interviews is restricted to the issue of job performance and opinions or judgements on alcoholism or other drug use are prohibited. It must be re-emphasized that all referrals must be made on objective and factual basis rather than on any unsupported assumptions or judgements of the supervisor.

Treatment

Section 9. It is recognized that supervisors and Union representatives are not professional diagnosticians in the field of alcoholism and drug abuse. Neither are they medical experts. The Union and/or the Employer

will refer the employee to an appropriate program which includes qualified physicians, therapists or personnel of other treatment resources and facilities whose recommendations for needed treatment and rehabilitation services will be followed.

ARTICLE XXIII

HEALTH AND SAFETY

Section 1. The Employer will continue to make every effort to provide and maintain safe and healthful working conditions for employees. The Employer and the Union agree that safety is a collective effort and a responsibility of the Employer and employees. The Union will cooperate to that end by encouraging employees to observe all safety rules, requirements and regulations in performance of their assigned duties. In the course of performing their assigned duties, employees and Union representatives will be alert to observe unsafe practices, equipment, and conditions in their immediate area which represent safety or health hazards. When such hazards are observed by employees and Union representatives, they will promptly be reported to the immediate supervisor. Nothing herein is intended to discourage the use of, or to replace, the Suggestion Program for this purpose, particularly where the situation is not of an urgent nature. When performing arduous work, short rest periods may be granted by the supervisor for safety reasons.

Section 2. The President, AFGE (AFL-CIO), Local 3789, will nominate for appointment by the Superintendent at least one member to the Safety Committee. The Union representative will have the right to make his views known during the regularly scheduled meeting. The Union agrees to support and promote the principles and regulations of the Cape Cod National Seashore Safety Programs through their communication's media and to cooperate in all Park safety campaigns.

Section 3. When permitted by regulation, the Employer shall provide without cost, available immunization against communicable diseases to employees in the unit when the need exists, as determined by the Park Superintendent.

Section 4. It is agreed that the Union will be consulted on medical directives originated locally involving employees of the unit before such directives are put into effect.

Section 5. The Employer will provide any job related safety/protective equipment needed in performance of duties and responsibilities to comply with Departmental and Service regulations. Employees are to utilize safety equipment as provided by the Employer.

Section 6. The Employer will take prompt and appropriate action when the need for repairs of apparatus and equipment is reported and will take steps to correct any unsafe conditions which are reported to or observed by management.

Section 7. The Accident Review Board which will include at least one Union member nominated by the Union and appointed by the Superintendent, will immediately investigate the circumstances and cause of the accident. Report of findings will be furnished to the Union.

Section 8. Transportation for employees who become ill or are injured on the job will be subject to the following:

- (a) Normally transportation will not be provided if it is reasonably evident that the nature of the employee's illness or injury is not serious and private or public transportation is suitable.
- (b) The emergency services of the community will be utilized as appropriate for first aid and transportation to medical facilities. In cases where the patient is ambulatory, Park Service vehicles may also be used.
- (c) The immediate supervisor or designated management official, or competent medical or paramedical personnel (if on the scene) shall determine whether the involved employee will be transported to a Federal hospital, a non-Federal hospital, or at the employee's request, to his residence.

ARTICLE XXIV

TOOLS, EQUIPMENT, AND UNIFORMS

Section 1. Authorized tools and equipment necessary for the accomplishment of their duties as determined by the Employer will be made available to employees concerned.

Section 2. All employees who are required by National Park Service regulation to wear a uniform, will receive a uniform allowance in accordance with National Park Service regulations.

ARTICLE XXV

USE OF PARK FACILITIES

Section 1. Office space may be made available for use by the Union at Cape Cod National Seashore. This space shall be furnished with appropriate excess office equipment.

Section 2. Management will upon request by the Union provide adequate meeting space outside working hours, if not otherwise scheduled for use.

Such space will be provided without charge and the Union accepts responsibility for opening and securing the facilities and restoring the space to at least as good a condition as it was before use.

ARTICLE XXVI

PUBLICITY

Section 1. Space on appropriate bulletin boards will be made available to the Union for posting official Union information, along with the stewards' name, location, and telephone number.

Section 2. The Union is responsible for dating, initialing or stamping, posting and removing approved material on bulletin boards and for maintaining them in an orderly condition. The Union agrees to limit posting to the designated space. Literature must not contain libelous or scurrilous material nor will it contain items relating to partisan political matters or propaganda against or attacks on agencies, individuals, or activities of the Federal Government. Violation of standards concerning content and distribution of literature are grounds for revocation of this privilege.

Section 3. Notices concerning Union recreational and social activities, Union elections, appointments and results of elections and Union meetings, do not need the approval of the Personnel Office, provided they are limited to announcing only Union activities. All costs incident to the preparation and posting of materials will be borne by the Union.

Section 4. All employees, as part of the orientation process, will be advised of their rights under the Civil Service Reform Act to form, join and assist any employee organization or to refrain from such action and to exercise these rights freely without fear of penalty or reprisal. The Employer will provide the Union with sufficient copies of this agreement for distribution to employees. A copy of this Agreement will be made available to the employee by the Union. New employees will be advised by the Personnel Office of the contractual relationship between management and Union.

ARTICLE XXVII

CONTRACTING OUT-OF-BARGAINING UNIT WORK

Section 1. The Employer agrees to inform the Union immediately when contemplating the possibility of contracting - out-of-bargaining unit work in accordance with CFR 41, Chapters 1 & 2, 10 & 17, Public Contracts and Property, FPMR, and Departmental and National Park Service additions

thereto, and will continuously keep the Union apprised of the development of the consideration to contract-out. During the period in which the Employer is considering contracting-out, all pertinent information on the contracting-out project; i.e., feasibility studies, cost studies, manpower, levels, number of vacancies and their grade and description, indirect costs, etc; will be furnished to the Union when such studies are made in accordance with law, OMB Cir. A-76.

Section 2. It is understood by both parties to this agreement that Federal policy is against personal services contracts which establish an employee-employer relationship. The Employer agrees to abide by all laws, rules, and regulations of the OPM, Comptroller General, and the Office of Management and Budget with respect to any Contract Activity.

Section 3. When the Employer determines that unit work will be contracted-out, the Employer will meet and confer with the Union concerning the impact on bargaining unit employees. This shall include, but is not limited to: reassignment, promotion, demotion, transfer, detail, special retirement, or other methods directed towards the benefit of employees affected by the contracting-out.

Section 4. The Employer agrees that all provisions of this article will be complied with prior to the implementation of a decision to contract bargaining unit work out of the unit of recognition. The parties agree that no implementation of the Employer's decision to contract out shall take place until all requirements imposed by this agreement are met.

ARTICLE XXVIII

DURATION OF AGREEMENT

Section 1. This Agreement shall be put into full force and effect on the date signed by the parties unless disapproved by higher authority and shall remain in effect for three years.

Section 2. Either party may give written notice to the other party not more than 105 or less than sixty calendar days prior to the expiration date of their intention to negotiate changes to this Agreement. If neither party serves notice of their intention to negotiate changes to this Agreement, it shall automatically be extended for periods of one year with a new effective date for each extension period.

Section 3. If negotiations for a new Agreement are in process at the expiration date, this Agreement shall continue to be in effect until a new Agreement is reached.

Section 4. Six months after the effective date of this Agreement, it may be reopened by mutual consent of the parties to negotiate amendments. Any request for amendment by either party shall be in writing and shall contain

a summary of the proposed amendment. No other amendments or issues will be considered other than those mutually agreed to by the parties. All amendments shall become effective upon approval by the Director of Personnel, Department of the Interior, and will become a part of this Agreement.

Section 5. This agreement will be amended as required to comply with law, court decisions, or regulations, as provided in Article II, Section 2 and 3. Requests for amendments shall be in writing and must be accompanied by a summary of the modifications or amendments proposed.

Representatives of the Employer and the Union will meet to negotiate the matter and no changes other than those required or covered by the summary shall be considered. Such amendments will become effective upon approval by the Director of Personnel, Department of the Interior, in accordance with the statute.

REPRESENTATIONAL ACTIVITIES

Date: _____

At _____ (am)
_____ (pm), _____, began
(name of representative)

acting as a(n) (Union)
(Individual) representative in the _____
(Management) (type of case)

of _____ (He)
(employee being represented) (She) returned to regular duties

at _____ (am)
_____ (pm)

Supervisor

Representative

Employee: _____ Address _____

Position Title, Series, and Grade _____

Organizational Location _____

Nature of Grievance _____

What Section(s) of Agreement or Regulation Apply? _____

Remedial Action Requested _____

Date: _____ Signature of Employee _____

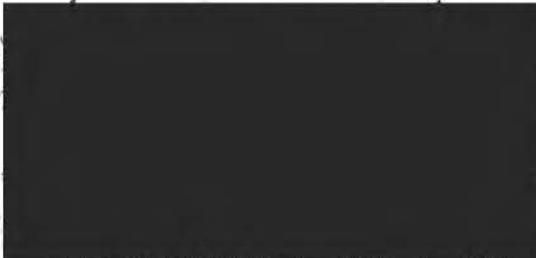
Date: _____ Signature of Representative _____

In witness whereof the parties hereto have entered into this basic agreement
on the 27th day of August, 1979.

For the Employer:



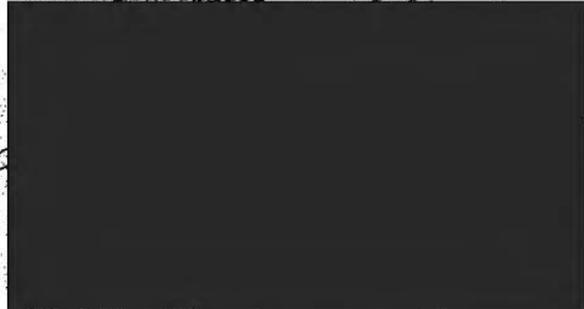
Chief Negotiator



For the Union:



Chief Negotiator



APPROVED: OCT 17 1979, 1979



Director of Personnel
United States Department of the Interior