

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**AMERICAN FEDERATION OF GOVERNMENT  
EMPLOYEES,**

**LOCAL 3432**

**AND**

**NORTHEAST REGION,**

**NATIONAL PARK SERVICE**

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## **BASIC AGREEMENT**

This agreement is made and entered into by the National Park Service, Northeast Region, hereinafter referred to as the "Employer" or "New York and New Jersey National Parks" and Local 3432 of the American Federation of Government Employees, hereinafter referred to as the "Union", under the authority of the Civil Service Reform Act of 1978, hereinafter referred to as the "Act", and all implementing regulations and instructions. The parties agree that the provisions of this agreement apply to all bargaining unit employees represented by AFGE Local 3432. The parties enter into this agreement with the belief that a constructive labor-management relations program will serve to enhance the effectiveness of the New York and New Jersey National Parks and with the intent and purpose to promote and improve the efficient administration of the Federal Service and the well being of employees represented by AFGE Local 3432, their exclusive representative; to establish a basic understanding relative to personnel policies, practices, and procedures and matters which affect conditions of employment; and to provide a means for amicable discussion and adjustment of mutual concerns to the end that the public interest and all parties will best be served. The following articles constitute the complete agreement by and between the Employer and the Union.

## ARTICLE 1

### DEFINITIONS

When used in this agreement, the words or terms listed below have the meaning specified.

- a. Absence without leave (AWOL) - An absence from duty which was not authorized. (An employee is absent at his/her own risk if authorization is not received in advance.)
- b. Administrative leave/excused absence - An employee's absence from work, with approval, without loss of pay and without charge to leave.
- c. Consultation - Any dialogue, either oral or written, between the Union and the Employer on specific issues during which advice is given or views are exchanged. The parties may consult on such issues as the formulation and implementation of personnel policies, practices, and working conditions that have the effect of establishing or deviating from established policy.
- d. Employee - An individual employed by the Park who is included in a bargaining unit.
- e. Employer – New York and New Jersey National Parks, National Park Service.
- f. Exclusive Representative - Any labor organization which:
  - 1. Is certified as the exclusive representative of employees in an appropriate unit pursuant to Section 7111 of the Statute; or,
  - 2. Was recognized by an agency immediately before the effective date of 5 USC 7103 as the exclusive representative of employees in an appropriate unit -
    - (a) on the basis of an election; or,
    - (b) on any basis other than an election and continues to be so recognized in accordance with the provisions of 5 USC 7103.
- g. Formal Discussions - A 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.

- h. FLRA - Federal Labor Relations Authority
- i. Management - Supervisors and management officials representing the Employer.
- j. Negotiate - The performance of the mutual obligations of the Employer and the Union under the Statute to meet at reasonable times to consult and bargain with respect to terms and conditions of employment.
- k. Party - The Employer or the Union
- l. Past Practice - An existing way of doing things which is clear and consistent, long-standing, known to, and accepted by both parties, and consistent with law, controlling regulation and the terms of the Collective Bargaining Agreement.
- m. Statute - the Federal Service Labor-Management Relations Statute (Title VII or the Civil Service Reform Act of 1978) (5 USC Section 71)
- m. SCD - Service Computation Date-Leave
- n. Union - Local 3432 of the American Federation of Government Employees (AFGE) and the duly elected or appointed officers and stewards thereof.
- o. Unit (Bargaining) - A group of employees recognized as appropriate to be represented by AFGE Local 3432, effective May 1, 1974, for the purpose of collective bargaining.

## ARTICLE 2

### UNIT IDENTIFICATION

#### Section 1.

The Employer recognizes the Union as the exclusive representative for all employees of the Unit described in Section 2 of this Article. The Employer agrees to furnish annually a list of all employees, including names, position titles, grades, and identifiable park location codes. If the Union has concerns about the accuracy of employees' information, it may request confirmation of the accuracy of the information, including the request of additional lists if necessary.

#### Section 2: UNIT

**INCLUDED:** All non-supervisory employees, including temporary employees appointed for 700 hours or more, who are employed by the National Park Service in the States of New York and New Jersey.

**EXCLUDED:** All managerial executives, supervisory employees, professional employees, confidential employees, employees engaged in Federal personnel work other than in a purely clerical capacity, guards as defined in E.O. 11491, and wage grade employees at Roosevelt-Vanderbilt Historical Sites.

## **ARTICLE 3**

### **AGREEMENT PERIOD AND RENEGOTIATIONS**

#### **Section 1.**

This Agreement is effective upon approval by the Department of the Interior and is binding on the parties for three (3) years from the date of approval in accordance with 5 USC 7114(c)(3), except that after 24 months and before 32 months of operation, each party can reopen up to two Articles by submission of a written proposal. Additional articles may be reopened by written mutual consent. Either party may give written notice to the other, not more than 105 days nor less than 60 days prior to the three year expiration date and each subsequent expiration date of its desire to renegotiate this agreement. If neither party wishes to renegotiate at the conclusion of the three-year period, this agreement will continue to be renewed every year until one party notifies the other of its desire to renegotiate.

**ARTICLE 4  
UNION REPRESENTATION**

Section 1.

The Employer recognizes AFGE Local 3432 as the exclusive representative of all employees included in the unit for which it holds certification. The Employer further recognizes the duly elected or appointed officers and stewards as representatives of the Union. The Union shall supply the Chief of Labor Relations for the Northeast Region, in writing, and maintain on a current basis, a list of all its representatives.

Section 2.

For the purposes of official time, the Employer agrees to recognize seven (7) stewards designated by the Union to represent bargaining unit employees. The list shown below identifies the organizational group to which stewards will be assigned. The Union shall provide the Employer a written list showing the names of the Union's authorized stewards. In the event the Union finds it necessary to replace a steward currently listed, the appointment of the replacement shall not become effective until five (5) days after the receipt of written notice of the change to the Employer. Notwithstanding this five day notification requirement, in the event of an emergency, the Union may replace a steward on a temporary basis (up to ten (10) days) by notifying the Labor Relations Specialist, NER. Only those Union stewards who are currently identified and appointed by the President of the Union will be recognized by the Employer. A steward will represent only those employees in the same organizational group as that of the steward. Only stewards designated on an emergency basis may represent employees from outside their organizational group.

**ORGANIZATIONAL GROUPS**

1. Statue of Liberty NM/Ellis Island IM, Manhattan Sites
2. Edison NHS, Morristown NHP
3. Gateway NRA; Sandy Hook Unit, New Jersey Coastal Heritage Trail
4. Saratoga NHP, Martin Van Buren NHS, and Roosevelt-Vanderbilt NHS
5. Sagamore Hill NHS, Fire Island National Seashore
6. Gateway NRA; Staten Island Unit, Brooklyn Unit
7. Women's Rights NHP, Ft. Stanwix NHM.

If a new park is added to the bargaining unit, they will fall within the nearest geographically located organizational group and will be represented by the steward for that group. If the new park is located more than one hundred (100) miles from any organizational group, or in the event two (2) new parks join the bargaining unit, the Union will be authorized one (1) additional steward.

Stewards will be authorized a reasonable amount of official time for the purpose of engaging in representational activity. The Union will designate one steward to be granted official time by the Employer from each of the seven (7) organization groups. The duties of a steward include the following:

- a. to meet with bargaining unit employees to discuss the contract, personnel

- policies and practices, and other matters concerning conditions of employment related to a grievance or potential grievances;
- b. to meet with employees and management officials to resolve or present a grievance;
  - c. to be present during any formal discussion between the Employer and employees concerning personnel policies, practices or other matters affecting conditions of employment; and
  - d. to represent employees in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against them and the employee requests representation.

In addition, stewards, officers, or employees as appropriate, will be authorized a reasonable amount of official time for the purpose of the following activities:

- a. to attend management initiated conferences, seminars, or meetings;
- b. to participate on committees as agreed upon (not to include work group assignments in a non-union capacity); and
- c. to participate in proceedings before the Federal Labor Relations Authority (FLRA) and Merit Systems Protection Board (MSPB) in accordance with the FLRA's and MSPB's rules and regulations.

Union officers, other than the President, shall not perform the duties of steward unless they are officially designated as stewards by the Union or they are representing a steward in his/her personal grievance.

### Section 3.

Official time for representational purposes shall be scheduled in advance with the representative's supervisor. Union representatives will complete the attached form when requesting official time.

### Section 4.

Before leaving the worksite, the Union representative will first obtain approval from his/her supervisor. The representative needs to tell the supervisor the general nature of the business, e.g., negotiations, grievance meetings, committee meeting, etc. Since the contract indicates that what constitutes reasonable time takes into consideration the amount of time that is necessary to accomplish the specific task for which time is requested, he/she needs to tell the supervisor approximately how long he/she expects the task to take. When the union officials return to their work-site, they need to advise their supervisor of their return.

### Section 5.

Official time will be granted when necessary to bring about prompt disposition of a complaint or grievance. The union is authorized to visit other work areas. Prior to his/her

discussion with an employee in another shop, office, or work area, the Union representative will notify the employee's supervisor by telephone or in person. The supervisor will make the employee available at a mutually agreed upon time. In such circumstances, the Union representative will be informed when the employee will be available for discussion. This activity will be conducted without loss of pay or benefits to the employee and the representative.

#### Section 6.

The Employer agrees to notify the Union of any formal meetings with unit employees.

#### Section 7.

The Union shall have the opportunity to be represented at any examination of an employee in the unit by a representative of the Employer, in connection with an investigation, if the employee reasonably believes the examination may result in disciplinary action against the employee and the employee requests representation. Through an annual posting requirement, the Employer agrees to inform employees of their Weingarten rights. The Employer shall allow up to 24 hours for the employee to obtain an available Union representative. Telephonic representation may be allowed if necessary.

#### Section 8.

- a. The Union is entitled to data and information required to perform its representational duties as provided in Section 7114 (b)(4) of the Statute.
- b. Management will provide access to all publications and proposed new agency regulations or proposed changes thereto, to the Local President.

#### Section 9.

Existing employee/management past practices and relationships, as they affect the terms and conditions of employment, will not be altered or superceded without negotiations except as specifically provided in this Agreement.

#### Section 10.

Official time is not authorized for those activities concerned with organizing efforts and the internal management of the labor organization. Any activities performed by an employee relating to the internal business of a labor organization (including solicitation of membership, elections of labor organization officials, and collection of dues) shall be performed during the time the employee is in a non-duty status.

### Section 11.

- a. Union officers and stewards who can reasonably be spared will be granted reasonable amounts of official time to attend AFGE or other labor-management sponsored training of mutual benefit to the parties, available at no cost to the Employer, either for tuition or for travel and per diem, subject to operational requirements. Such training may take the form of seminars, conferences, college sponsored courses and other state and local government offerings.
- b. The Employer agrees to authorize two (2) days official time to one (1) Union Representative once every three years to attend the Union convention. The Employer and the Union recognize that training provided at such events is in the interest of both parties.
- c. The Union will provide management a copy of the training agenda prior to the approval of official time.

### Section 12.

- a) The Union President may perform the duties of a steward at any park in the bargaining unit, at no additional travel or per diem costs to the Employer.
- b) In accordance with the provisions of this Article and upon request to the Labor Relations Specialist (Northeast Region), official time for other stewards or officers may be permitted on an as needed basis at no additional travel or per diem costs to the Employer.
- c) In the interest of saving time and money, the Employer and the Union agree that the use of other media (e.g., conference calls, e-mail) will be used whenever possible.

### Section 13.

The Union Treasurer shall be granted reasonable official time for completing mandatory U.S. Department of Labor reports/audits.

## NEW YORK AND NEW JERSEY NATIONAL PARKS OFFICIAL TIME REQUEST

Union Representative's Name:

Today's Date:

I request permission to leave my work-site under the terms of this Agreement.				Estimated Time Needed
Resolving Grievances	Attendance at Management Initiated Conferences, Seminars or Meetings	Participation in FLRA and MSPB Proceedings		
Negotiations (re: contract and midterm)	Participation on Committees	Preparing Responses to Management Initiated Changes in Conditions of Employment		
Formal Discussions				
Location where I will be:		Date and time of meeting:		
Representative's Signature:				

Permission Granted

Permission Denied for the following reason:

Supervisor's Printed Name:

Supervisor's Signature/Date:

Time Departed		
Area Visited:		Point of Contact Signature (Management/Union Official)
Area Visited:		Point of Contact Signature (Management/Union Official)
Time Returned:	Time Charged:	Supervisor's Initials
Time Unit employee left meeting to return to work:		
Supervisor's Comment(s):		
Date Copy of this form provided to the requesting union representative:		

**ARTICLE 5  
MANAGEMENT RIGHTS**

Section 1.

In the administration of all matters covered by the Agreement, the Employer and the Union are governed by existing or future laws and the regulations of appropriate authorities, including policies set forth in OPM regulations and policies, and by published agency policies and regulations in existence at the time the Agreement was approved.

Section 2.

- a. In accordance with Title 5, 7106 (a & b), "subject to subsection (b) of this section, nothing in this Section 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, lay off, 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 action may be necessary to carry out the agency mission during emergencies.
- b. Nothing in this section 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 authority under this section by such management officials."

### Section 3

All references in this Agreement to the policies or regulations of the National Park Service, and the New York and New Jersey National Parks, refer to the editions in effect at the time of the execution of this Agreement. In accordance with 5 USC 7116 (a)(7), the employer agrees not to enforce any rule or regulation (other than a rule or regulation implementing section 2302 of this title) which is in conflict with this Agreement if the Agreement was in effect before the date the rule or regulation was prescribed. Concerning matters not covered by the Agreement, the parties agree to negotiate any new or substantive changes in policies or regulations or any changes to conditions of employment prior to implementation in accordance with the Statute.

## ARTICLE 6

### LABOR-MANAGEMENT RELATIONS

#### Section 1.

In the interest of positive labor-management relations, as necessary the Superintendent (or designee) shall meet with appropriate Local Union Representatives at mutually agreed upon times and places to discuss problems, policy changes and new procedures and subjects that may affect employees of the Unit. An agenda will be presented and subjects discussed and negotiated may include general matters including improvement of conditions of employment, Quality of Life, joint programs of benefit to employees of the unit and the Employer, and other areas of mutual interest to the parties. The Employer may prepare minutes to cover issues raised at such meetings.

#### Section 2.

The Employer will continue to provide the Union with bulletin boards at the existing locations. The bulletin boards will be used for informational purposes only. No negative or derogatory information about park employees or management officials will be posted on the bulletin boards.

#### Section 3.

The Employer agrees to provide the Union President, if needed, with private office space to perform representational duties. The office space shall include a desk, chairs, table, locking file cabinet(s), telephone, computer, and printer. Stewards shall be provided with locking file cabinets and a place to put them. Stewards shall also have access to computers with e-mail and printing capability. In addition, upon request a private room with a phone shall be made available as necessary for confidential meetings with employees. The Employer also agrees to furnish an appropriate space for Union meetings during off-duty hours to meet with unit employees for informational purposes.

#### Section 4.

A representative of the Union shall be informed of, and authorized to meet and greet new bargaining unit employees during their orientation.

#### Section 5.

The union is authorized to appoint a Union designated individual to serve on any committee or board pertaining to conditions of employment at their location. The appointed individual will be an employee of the Park/site for which the committee is convened. Union presence on a committee is to facilitate the collective bargaining process but is not a substitute for collective bargaining under the Statute.

## **ARTICLE 7**

### **LEGAL AND REGULATORY REQUISITES**

#### Section 1.

It is agreed and understood by the parties that this Agreement is governed by the provisions of applicable Federal laws and regulations. The employer shall enforce all provisions of the Civil Service Reform Act of 1978.

#### Section 2.

Nothing in the Agreement shall require an employee to become or to remain a member of a labor organization, or to pay dues to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.

#### Section 3.

The Union will not call, or participate in, a strike, work stoppage, or slowdown, or picketing of an agency in a labor-management dispute if such picketing interferes with an agency's operations, or to condone any activity as described in 5 USC§7116 subparagraph (A) by failing to take action to prevent or stop such activity.

**ARTICLE 8**  
**NEGOTIATION**

Section 1.

The Employer agrees that the AFGE Local 3432 represents the unit covered by this Agreement and the Employer has the responsibility consistent with the Statute to negotiate with the Union over regulations, policies, and directives which impact upon conditions of employment of bargaining unit employees. The Employer agrees to give notice to the union prior to implementation of new or changed policies, programs, and procedures. If the Union wishes to negotiate they will so notify management within seven (7) calendar days. Negotiations will commence within seven (7) calendar days thereafter unless extended by mutual agreement.

Section 2.

The rights and responsibilities of the parties are set forth in the Federal Service Labor-Management Relations Statute. These rights and responsibilities include the duty to bargain in good faith, in accordance with the Statute, on matters which are the subject of any rule or regulation only if the rule or regulation is not a Government-wide rule or regulation, subject to the limitations set forth in 5 USC 7117. The Employer recognizes the right of the Union to allege that no compelling need exists for the Employer to implement a specific Department of the Interior or National Park Service directive and to seek relief by exercising the privileges accorded to it by 5 USC 7117.

Section 3.

If the Employer tells a Union official that a proposal or part of a proposal is not negotiable, the Union will request a written declaration by the Employer that the proposal or part of the proposal is outside the duty to bargain. The Employer shall respond in writing within fifteen calendar days of the Union's request. The Employer's written response shall be considered their initial allegation of non-negotiability.

## ARTICLE 9

### BASIC WORK WEEK AND HOURS OF WORK

#### Section 1.

- a. It is recognized that the National Parks in New York and New Jersey are open seven days a week with varying hours of operation. These hours are subject to change to meet changing operational needs and/or special circumstances. The use of alternative work arrangements is in support of operational needs. It is further recognized that the use of alternative work arrangements is limited by the Employer's mission to provide visitor/resource services/protection 24 hours per day, 7 days a week, 52 weeks a year.
- b. It is recognized that some alternate work schedules may be appropriate for some employees and not appropriate for others depending on their jobs and functions.
- c. The parties recognize the use of alternate work arrangements enables employees to better balance their work and family responsibilities and increase employee effectiveness and job satisfaction, while decreasing turnover rates and absenteeism.
- d. This Article gives unit employees choice and flexibility in their hours of work consistent with the Executive Order for a "family friendly workplace" and compatible with the schedules in accordance with NPS directives and policy, unless operational needs would be adversely impacted.

#### Section 2. - The Following Work Schedules are Available

- a. Fixed Eight-Hour Work Schedule: A fixed, non-flexible schedule, which means that it does not vary from day to day. The arrival and departure times are according to a set, written schedule requested by the employee and approved by the supervisor in advance. The schedule includes five (5) workdays in each workweek. Each workday is eight (8) hours in length excluding the scheduled lunch period. A lunch period must be, between 11:00 a.m. and 1:00 p.m., or mid-shift, and be at least thirty (30) minutes in length. The scheduled lunch period may be as long as one (1) hour, provided the schedule still includes eight (8) hours of actual work time, excluding the lunch period. Under special circumstances a lunch period of up to 2 hours may be approved provided the employee documents the need for a longer lunch period and operational requirements permit granting the longer lunch period. Once the schedule is requested and approved, the length of the lunch period is fixed and must be the same length each workday. Each workweek will include 2 consecutive non-work days.
- b. Ten-Hour Schedule (Compressed): This is fixed, non-flexible schedule, which means that it does not vary from day to day. The arrival and departure times are

according to a set, written schedule requested by the employee and approved by the supervisor in advance.

The schedule includes four (4) workdays in each workweek. Each workday is ten (10) hours in length excluding any scheduled lunch period. A lunch period must be scheduled between 11:00 a.m. and 1:00 p.m., or mid-shift, and be at least thirty (30) minutes in length. The scheduled lunch period may be as long as one (1) hour, provided the schedule still includes ten (10) hours of actual work time, excluding the lunch period. Under special circumstances a lunch period of up to 2 hours may be approved provided the employee documents the need for a longer lunch period and operational requirements permit granting the longer lunch period. Once the schedule is requested and approved, the length of the lunch period is fixed and may not vary from day to day. Each workweek will normally include three (3) consecutive non-work days.

c. Five-Four-Nine Schedule (Compressed): A fixed, non-flexible schedule, which means that it does not vary from day to day. The arrival and departure times are according to a set, written schedule requested by the employee and approved by the supervisor in advance. The schedule includes nine (9) workdays in each pay period. Eight (8) of the workdays are nine (9) hours in length and one (1) workday is eight (8) hours in length. A lunch period must be scheduled between 11:00 a.m. and 1:00 p.m., or mid-shift, and must be at least thirty (30) minutes in length. The scheduled lunch period may be as long as one (1) hour provided the schedule still includes nine (9) hours of actual work time on eight (8) days, and eight (8) hours of work on one (1) day, excluding the lunch period. Under special circumstances a lunch period of up to 2 hours may be approved provided the employee documents the need for a longer lunch period and operational requirements permit granting the longer lunch period. Once the schedule has been approved, the length of the lunch period is fixed and must be the same length each workday. The pay period will also include five (5) non-workdays. Non-workdays will normally be Saturday and Sunday, and either Monday or Friday.

d. Maxi-flex Schedule: A schedule approved in advance by the supervisor, which includes a minimum of eighty (80) hours of work time within each pay period. The arrival and departure times may vary from day to day within a flexible band at the beginning and end of each day. Each day will contain set core hours, from 9:00 AM to 3:00 PM, during which all employees scheduled to work that day must be on the job. Employees may begin work as early as 6:30 AM and end as late as 6:00 PM. A lunch period must be scheduled in advance for mid-day, or mid-shift, and be at least thirty (30) minutes in length. The scheduled lunch period may be as long as one (1) hour. Under special circumstances a lunch period of up to 2 hours may be approved provided the employee documents the need for a longer lunch period and operational requirements permit granting the longer lunch period. Employees who fail to complete eighty (80) hours of work time in the pay period must use (subject to supervisory approval) either annual leave, sick leave (for periods of incapacitation due to illness or doctor's

appointments), accrued credit hours, accrued compensatory time, or leave without pay, to complete the eighty (80) hour requirement of each pay period. Forms of these schedules are sometimes referred to as “variable day” or “variable week” schedules. With the approval of his/her supervisor, an employee may work in excess of eighty (80) hours in a pay period and accrue credit hours. Credit hours may be carried over to the next pay period and may be used in the same manner as annual leave, when approved by the employee’s supervisor. A full-time employee may carry over no more than twenty-four (24) credit hours from one pay period to the next. Credit hours accrued should be used in the same manner as annual leave. A part time employee may accumulate and carry over no more than one-fourth of the hours in his/her biweekly work requirement.

### Section 3. - Range of Work Hours/Core Hours

- a. The core hours for all work schedules are from 9:00 a.m. - 3:00 p.m.
- b. The range of work hours is from 6:30 a.m. to 9:00 a.m. arrival and 3:00 p.m. to 6:00 p.m. departure.

### Section 4. - Requesting a Work Schedule

- a. Eligible employees may request a new work schedule two times per year. An employee may continue on his/her current work schedule by taking no action. Employees will request changes to their work schedules prior to March 15 and September 15 each year. Employees who wish to change their work schedule will submit an Alternate Work Schedule Request Form to their supervisors. Request will include:
  1. 8-Hour Schedule: Include proposed arrival and departure time, the lunch time and duration, each of which will be the same for each day.
  2. 4/10 Schedule: Include the proposed day off which must be the same day each week. Also include the arrival and departure times, the lunch time and duration, each of which must be the same for each day.
  3. 5/4/9 Schedule: Include the proposed 8-hour day and the day off. Also include the arrival and departure times, the lunch time and duration, each of which must be the same for all 9-hour days.
  4. Maxi-flex Schedule: Include the proposed schedule. Also include the arrival and departure times, the lunch time and duration for each work day.
- b. Supervisors will approve/disapprove requested work schedules on the alternate work schedule request form by April 1 and October 1. Approved schedules will become effective the first full pay period of April and October respectively. The

supervisors will review the proposed schedule subject to the following criteria:

1. It is the responsibility of the supervisor to assure that any approved schedules do not interfere with the mission of the organization which he or she supervises. The supervisor should carefully review each request for an alternative schedule to determine if it is consistent with operational needs.
2. Employees already on an alternative work schedule will not have their schedule affected by employees requesting to be placed on an alternative work schedule.
3. If more employees request the same day(s) off than can be accommodated, application of seniority based on Service Computation Date (SCD-Leave) will determine who can have the day(s) requested. When an employee's choice of schedule cannot be approved, the employee may propose an alternative schedule or days off. This provision in no way implies that two or more employees can not schedule the same day off if mission needs permit.
4. A previously approved alternate work schedule may be changed if the schedule has an adverse impact on mission needs. In addition, specific schedules may be denied or changed due to abuse of procedures, and/or performance or conduct problems. The supervisor will advise the employee of the reasons for changing or canceling a schedule and provide the employee with advance notice of the change or cancellation of at least two weeks whenever practicable.
5. Supervisors may also change the schedule of any employee to meet unforeseen circumstances. These changes will generally be of short duration. If the change is involuntary, the employee will receive notice of the change and the reason for it as soon as possible after the need is determined.
6. The supervisor is responsible for verifying that the time recorded on the Time and Attendance Report is correct. It is very important that the actual hours worked on each day of the pay period are accurately recorded. Any hours not worked must be recorded as the appropriate type of leave.

#### Section 5. - Travel or Training

- a. Employees on travel must adjust their schedule to accommodate the schedule and circumstances associated with their travel. Employees on travel may remain on their existing schedule only when it coincides with their travel schedule.
- b. Employees attending training must temporarily adhere to the hours set for the training.

## Section 6. - Leave and Holidays

- a. When an employee is on leave for an entire day, he/she is charged the number of hours scheduled to work on that day.
- b. In Lieu of Days: The parties will follow the criteria which entitle employees to "Lieu Days" contained in 5 USC 6103 and Executive Order 11582.
  1. An employee on an alternate work schedule who is relieved or prevented from working on a day designated as a holiday, is entitled to the number of hours that he/she was scheduled to work on that day.
  2. When a holiday falls on a day that an employee is regularly scheduled to work, the scheduled workday is the employee's holiday. When a holiday falls on a non-workday, the following applies:
    - (a) The holiday falls on Sunday, the first regularly scheduled workday following the Sunday holiday is the employee's in lieu of holiday (according to law).
    - (b) The holiday is not a Sunday, the last regularly scheduled workday preceding the holiday is the employee's in lieu of holiday (according to law).

## Section 7. - Management Scheduled Meetings

Employees will be entitled to appropriate compensation if required to attend meetings outside their scheduled hours of work.

## Section 8. - Rest Periods and Clean Up Time

The Employer agrees that employees will receive two breaks per day for 15 minutes each, one before the lunch break and one after the lunch break, generally to be taken within proximity of the work site. Breaks will not be combined with lunch time or start/stop times. In addition, as necessary, supervisors will authorize employees to leave the work site 5 minutes before the beginning of the lunch period and to leave the work site 5 minutes before the end of the work shift to clean up from particularly dirty work. On a case-by-case basis, additional clean-up time may be granted. The Employer will apply common-sense in situations where employees may have clean-up needs for breaks or are working at sites located a distance from cleaning or eating facilities. The Employer and the Union both agree to bring concerns with breaks and lunch to the other's attention in an effort to jointly resolve issues first. Both the Employer and the Union recognize the interest in ensuring that employees are being productive and working full days.

**NEW YORK AND NEW JERSEY NATIONAL PARKS  
ALTERNATE WORK SCHEDULE REQUEST FORM**

Employee: \_\_\_\_\_ SSN: \_\_\_\_\_ Division: \_\_\_\_\_

1. 8-Hour Schedule: Include proposed arrival and departure time, the lunch time and duration, each of which will be the same for each day.

Arrival and Departure Time Requested:  
Specify non-workdays requested:  
Specify time and duration of lunch period requested:

2. 4/10 Schedule: Include the proposed day off which must be the same day each week. Also include the arrival and departure times, the lunch time and duration, each of which must be the same for each day.

Arrival and Departure Time Requested:  
Specify non-workdays requested:  
Specify time and duration of lunch period:

3. 5/4/9 Schedule: Include the proposed 8-hour day and the day off. Also include the arrival and departure times, the lunch time and duration, each of which must be the same for all 9-hour days.

Arrival and Departure Time Requested:  
Specify non-workdays requested (Monday or  
Friday: 8-hour day requested:  
Specify time and duration of lunch period:

4. Maxi-flex Schedule: Include the proposed days, the arrival and departure times, the lunch time and duration for each work day.

Arrival and Departure Time  
Requested:  
Specify time and duration of  
lunch period:

Approved \_\_\_\_\_

Disapproved

Employee Signature

Supervisor Signature

Date of Request:

Effective Date (Start of a Pay Period)

## ARTICLE 10

### OVERTIME

#### Section 1. - General

- a. Employees will receive payment for overtime worked in accordance with the Fair Labor Standards Act (FLSA) or Title 5, as appropriate. Employees will receive overtime compensation in increments of 15 minutes. Overtime shall be fairly and equally distributed among qualified employees, as determined by management.
- b. No employee shall be involuntarily placed in a non-duty status during any regular shift hour in his/her basic workweek in order to compensate for or offset overtime hours worked outside of his/her regular work shift or scheduled workweek.
- c. The Parties agree that advance notice is desirable when scheduling routine overtime. The Employer will attempt to provide employees with advance notice of overtime needs including number of hours anticipated, date, time, and job specifics.

#### Section 2. - Scheduling

The parties recognize that management may require employees to work overtime. The Employer will determine the number, types, grades, qualifications, and specialized skills and abilities necessary to perform overtime work. The Employer will assign overtime in accordance with the following procedures:

- a. Each supervisor will maintain a list of employees by service computation date (SCD/Leave). Overtime will be offered/assigned to qualified employees from this list on a rotational basis. New and seasonal employees will be placed at the bottom of the list.
- b. When routine overtime becomes available the supervisor will offer the overtime to the next available employee(s) on the list.
- c. Employees who work the overtime will be moved to the bottom of the list. Employees who decline overtime will also be moved to the bottom of the list. Employees who management is unable to contact will maintain their position on the list.
- d. If it is determined that an employee was not offered overtime that they should have been offered under this procedure, that employee will be offered the opportunity to work the next available overtime for which they are qualified until they have been offered a number of hours equal to the overtime they should have been offered initially.

- e. If enough volunteers are not available, management will assign overtime to qualified employees utilizing the list.
- f. In an emergency, management will assign overtime without regard to the list.
- g. Employees shall not be disqualified from overtime because of authorized leave usage. Employees wishing to be considered for overtime while on leave will notify their supervisor of their desire in advance.
- h. Upon presentation to management, an employee's preference to work or not to work will be given due consideration provided he/she has a legitimate reason and another qualified employee is available to take his/her place. The granting of an employee's written request to decline overtime will count in determining equitable distribution of overtime. The Employer shall maintain a record of overtime and will make it available to the Union on request.

### Section 3. - Return to Work/Call Back

When it is necessary for employees to return (be called back) to work, outside of their regularly scheduled work hours, they shall be paid a minimum of two (2) hours overtime even though their services may not be required for the two hours.

### Section 4. - Overtime Payment

Overtime shall be computed as time worked in excess of an employee's regularly scheduled workday. Payment will be made at the overtime rates prescribed by law.

### Section 5. - Other Premium Pay

An employee who performs work on Holiday, Sunday or nights is entitled to premium pay IAW CFR 532 or 550 whichever is applicable.

### Section 6. - Compensatory Time Off

At the request of an employee, the Employer may grant compensatory time off in lieu of overtime pay for FLSA non-exempt employees in accordance with law.

### Section 7. - Meal Breaks and Rest Breaks

Employees in an overtime status will be granted a rest break after every four hours of work. In addition, when overtime is scheduled for four or more hours after a normal work shift, or when weekend/holiday overtime extends for 12 hours or more, a second

30 minute (non-paid) meal break will be granted if requested by the employee.

## **ARTICLE 11 TRAVEL**

### Section 1. - Travel Orders

- a. It is agreed that employees on travel will be issued a Travel Authorization on a prescribed form that states the destination, mileage rate, and per diem to be paid, except for emergency and time critical situations. Travel Authorization shall be issued in sufficient time prior to the departure so as to permit the employee to make orderly arrangements for obtaining transportation requests and other travel requirements.

### Section 2. - Scheduling Travel

- a. In accordance with 5 CFR 610.123, insofar as practicable, travel during non-duty hours shall not be required of an employee. When it is essential that this be required, and the employee is non-exempt from the Fair Labor Standards Act (FLSA), (covered) the employee shall be paid overtime in accordance with law. In cases where the employee is exempt from the FLSA, they will be compensated in accordance with Title 5.
- b. When traveling by automobile, employees are expected to drive within the posted speed limits. In instances of long distance travel, the daily minimum or average driving distance in a calendar day established for reimbursement is 300 miles. Exceptions to this daily mileage may be made in adverse weather conditions, for disabled employees, etc. This mileage will be used when determining the mode of transportation that is most advantageous to the Government and for constructive travel computations.
- c. When the travel assignment requires the employee to be away from his/her permanent duty station for more than five days and the assignment does not require the employee to remain at the place of travel on the weekend, the employee may voluntarily return to his/her residence provided that his/her availability for duty on the scheduled workdays is not affected. The employee will consult with his/her supervisor by noon on Friday if they plan to return home for the weekend. In the instances of voluntary return, the maximum reimbursement to the employee for the round trip shall not exceed the total cost to the government to which the employee would have been entitled had he/she remained at the travel location.
- d. The Employer agrees that travel will be administered in a fair and equitable manner and consideration be given to employees having hardships and/or personal or family emergency situations.

### Section 3. - Modes of Transportation.

- a. If an approving official determines that an automobile is required for travel, a Government owned or leased automobile will normally be used whenever it is reasonably available. If the employee elects to use his/her POV, reimbursement shall be made in accordance with the FTR.
- b. If a POV is determined to be more advantageous to the Government, the employee is entitled to the full mileage rate.
- c. If a GOV is available, and the employee elects to use a POV, mileage reimbursement is at the reduced rate.
- d. If a GOV with sufficient seating makes the trip, the employee is not entitled to any reimbursement for use of his/her POV.
- e. The Employer may not direct an employee to use a POV for official travel.
- f. When an employee elects to travel by a mode of transportation other than that officially approved, reimbursement to the employee shall be made on a constructive basis that would have been incurred by the Government for the officially approved mode of transportation or the actual cost incurred by the employee, whichever is less.

### Section 4. - Travel Reimbursement

- a. An employee on travel in excess of 12 hours but less than 24 hours is entitled to per diem in accordance with the FTR.
- b. The filing and resolution of travel claims shall be resolved during the employee's regularly scheduled duty hours.

### Section 5. - Rental Cars

Based upon objective criteria, and attendant to the specific circumstances of the travel, rental cars may be authorized by the travel approving official when determined necessary for official purposes in accordance with the FTR. Management will be responsible for advising employees of the policies and regulations regarding rental cars.

### Section 6. - Meetings

When authorized to attend, registration or conference fees for meetings sponsored by the Government and private organizations which include a charge for luncheons or banquets are considered reimbursable expenses whether or not travel is involved.

### Section 7. - Representational Duties

The Employer may authorize travel and/or per diem to employees who serve as Union representatives whenever travel is required for the performance of the following representational functions: resolving grievances and appeals; negotiating and consulting with management; and, attendance at management sponsored conferences, meetings and training. Limitations on travel and per diem identified in other sections of this agreement are controlling.

### Section 8. - Telephone Calls

- a. Charges for official, long distance telephone calls will be reimbursed provided they are certified as necessary in the interest of the Government by the travel approving official.
- b. Employees traveling on Government business in the continental United States will be reimbursed for a daily telephone call home of five minutes or less. Whenever possible, employees are encouraged to use a Government telephone system in lieu of incurring the cost to call their home.

## ARTICLE 12

### LEAVE

#### Section 1. - Annual Leave

- a. Employees earn and shall be granted annual leave in accordance with applicable laws and regulations governing annual leave.
- b. Except in cases of emergency annual leave will be requested and approved in advance.
- c. Approval of an employee's request for annual leave may be granted when the employee has given reasonable advance notice unless the employee's services cannot be reasonably spared for the time requested. Full consideration will be given each employee's preferred vacation period. Conflicts between employees scheduling leave prior to April 30 under each approving supervisor shall be resolved in favor of the employee with the greatest seniority based on Service Computation Date-Leave (SCD.) The Employer shall strive to approve employee leave requests considering the employee's personal preference in conjunction with mission requirements.
- d. Requests for annual leave for emergency reasons shall be made as soon as possible. The call will be placed to the employee's immediate supervisor or other designee. It is understood that the granting of leave is subject to supervisory approval. However, the employee will satisfy the notification required for the emergency request provided the employee makes a good faith effort, including:
  1. calling his/her supervisor during a time when the supervisor is normally available;
  2. when not available, attempting to reach the second line supervisor during times the second line supervisor is normally available;
  3. leaving a message on both voice mail systems.
- e. When leave has been requested and approved, the Employer will not rescind approval except to meet situations of emergency or urgent operating needs. When previously approved leave must be rescheduled, the employee will normally be advised of the change in writing in advance with the explanation as to why the action was taken. Every effort shall be made to accommodate the employee to reschedule his/her leave. The Employer will make an effort not to cancel previously approved leave where the employee has expended non-refundable funds.
- f. The Employer agrees that annual leave will be approved in accordance with the CFR so that employees will not lose annual leave at the end of the leave year. Employees may carry over annual leave at the end of the leave year when the annual leave was approved and scheduled in advance and the employee was prevented from using the leave due to a business exigency and/or illness. An employee may also

carry over annual leave due to administrative error that results in annual leave being forfeited through no fault of the employee.

- g. Annual leave will be granted in increments of 15 minutes.

Section 2. - Sick Leave

- a. Employees earn and shall be granted sick leave in accordance with applicable laws and regulations when the employee:
  - 1. Receives medical, dental or optical examination or treatment;
  - 2. Is incapacitated for the performance of duties by physical or mental illness, injury, pregnancy, or childbirth;
  - 3. Provides care for a family member as a result of physical or mental illness, injury, pregnancy, childbirth or medical, dental or optical examination or treatment;
  - 4. Makes arrangements necessitated by the death of a family member or attends the funeral of a family member;
  - 5. Would, as determined by the health authorities having jurisdiction or by a health provider, jeopardize the health of others by his or her presence on the job because of exposure to a communicable disease;
  - 6. Must be absent from duty for purposes relating to the adoption of a child.
  - 7. Is a bone marrow donor; leave will not exceed seven(7) days.
- b. Except in cases of emergency, sick leave will be requested and approved in advance.
- c. The amount of sick leave granted to an employee during any leave year for a.3 and a.4 above will be consistent with the Family Medical Leave Act (FMLA) and the Family Friendly Leave Act.
- d. Sick leave for medical, dental or optical treatment and examination will normally be requested in advance. Sick leave will be granted in 15-minute increments. In the event of illness, injury, or contagion, the employee will make a good faith effort to speak personally to his or her supervisor. If they are not available, they will make a good faith effort to contact the second line supervisor. Failing that, a voice mail message will be left on both supervisors' voice mail systems.
- e. Except as provided for in paragraph g below, employees will normally not

be required to furnish a medical certificate to substantiate absences due to illness of three consecutive workdays or less. However, periods of absence on sick leave, in excess of three consecutive workdays, must ordinarily be supported by a medical certificate submitted to the supervisor (within fifteen workdays) upon return to duty. A medical certificate may also be required prior to an employee's return to duty if the employee has been exposed to a communicable disease or has been on an extended absence due to a serious medical condition.

- f. It is agreed that employees who go home sick, shall normally not be required to furnish a doctor's certificate to substantiate such sick leave, unless it exceeds three (3) consecutive workdays. Procedures in paragraph e. above will apply. An employee who goes home or to a hospital or clinic may be furnished transportation by the Employer when determined necessary.
- g. In the case of an employee suspected of abusing sick leave, the Employer may require submission of a medical certificate to substantiate each absence due to a claimed illness regardless of duration. The supervisor will furnish the employee notice of the requirement for future absences. Such notification must be in writing and will be reviewed within 120 days. Written notification concerning the results of the review will be furnished to the employee by the supervisor. If there is a re-occurrence of the problem within 1 year the letter will be reinstated. The next review will occur 1 year from the reinstatement of the letter
- h. If an employee's sick leave balance is insufficient to cover an absence for which sick leave would be authorized, the employee may request substituting annual leave, compensatory time, and/or leave without pay.
- i. In cases of serious disability, surgery, or other ailments, employees may request advanced sick leave not to exceed 240 hours, provided:
  - 1. The employee's appointment is not limited (temporary job employment) and that he/she has established a minimum of one year of government service;
  - 2. He/She does not have a pending disability retirement;
  - 3. Such leave will not be advanced when there is reason to believe the employee will not remain on the rolls long enough to pay back the advanced leave;
  - 4. He/She has not established a pattern of sick leave abuse.

The employee will submit a request in writing for advanced sick leave to his/her immediate supervisor. The number of requested hours and medical documentation will be included in the request. The supervisor will review and forward the request to the appropriate approving authority. The approving official will forward approval or disapproval to the supervisor and to the employee. All such documentation shall be

considered information subject to the Privacy Act.

### Section 3. - Family Medical Leave

- a. Entitlement under the Family Medical Leave Act (FMLA):
  1. Subject to 5 CFR Parts 630 and 890, employees are entitled to 12 workweeks of unpaid leave during any 12-month period for the following purposes:
    - (a) the birth of a child of the employee and the care of such child;
    - (b) the placement of a child with the employee for adoption or foster care;
    - (c) the care of a spouse, son, daughter, or parent of the employee if such spouse, son, daughter, or parent has a serious health condition; or
    - (d) a serious health condition of the employee that makes the employee unable to perform the essential functions of his or her position.
- b. Under certain conditions, FMLA leave may be taken intermittently, or the employee may work under a work schedule that is reduced by the number of hours of leave taken as family and medical leave. An employee may elect to substitute other paid time off, consistent with current laws and regulations, for any unpaid leave under the FMLA.
- c. Job Benefits and Protection
  1. Upon return from FMLA leave, an employee must be returned to the same position or to an equivalent position in accordance with the provision of the FMLA.
  2. An employee who takes FMLA leave is entitled to maintain benefits in accordance with the FMLA.
- d. The employee must provide notice of his or her intent to take family and medical leave not less than 30 days before leave is to begin or as soon as practicable. The Employer may request medical certification for FMLA leave taken to care for an employee's spouse, son, daughter, parent who has a serious health condition or for the serious health condition of the employee.

### Section 4 - Leave for Other Purposes

- a. An employee may be excused without charge to leave or loss of pay for up to four hours contiguous to blood donation.

- b. An employee whose religious beliefs require that he/she be absent from work during scheduled work periods may, with the approval of the supervisor, elect to engage in compensatory work of an equivalent amount, for the time lost as a result of meeting those religious requirements.
- c. Military leave will be granted in accordance with controlling regulations.
- d. In the event that employees are not allowed access to the park and an alternate duty location is not specified, Employees will normally be granted administrative leave.
- e. The Employer recognizes the retention rights as prescribed in the CFR of an employee on an approved leave of absence in situations where the employee is affected by a reduction-in-force action during his/her leave of absence.
- f. Court leave will be granted in accordance with controlling regulations. It is agreed that a permanent employee will be granted Court Leave as provided by laws governing Court Leave when serving as a juror in a State or Federal Court or when serving as a witness for the Government of the United States or the District of Columbia. When absent on Court Leave the employee shall furnish the notification from the Clerk of the Court showing that he/she is required to appear for the day(s) involved and will turn in to the NPS the fees received for such service and receive his/her regular compensation. It is mutually agreed that when an employee is excused from jury service for one or more days he/she shall return to work for those days or in cases where Annual Leave has been requested and approved in advance be charged annual leave. Employees called for duty as Federal witnesses shall notify the Employer promptly in order that arrangements may be made for his/her absence from the Unit.
- g. When an employee is released from his/her normal tour of duty by the Employer because of interruption or suspension of operations administrative leave will normally be granted as follows:
  - 1. In cases of early dismissal:
    - (a) Employees on duty not deemed essential at the time of the dismissal will be granted administrative leave for the remainder of their workday.
    - (b) If an employee was on duty and departed on leave after the official decision was made to suspend operations, but before the time set for the dismissal, annual leave will be charged only for the time between the employee's departure and the time set for the dismissal, and administrative leave granted from the time set for the dismissal for the remainder of the work day. If an employee was on duty and departed for the day on leave prior to an official decision being made to suspend operations, or the employee was not on duty for the day, no administrative leave is granted.

- (c) If an employee was not on duty for the day, no administrative leave is granted.
    - (d) If the employee was scheduled to report for duty after a leave period, e.g., the employee had requested and received approval of leave in the morning, and dismissal is given before the employee can report, leave will be charged only up to the time set for dismissal.
  - 2. In cases of delayed openings, administrative leave is granted only to those employees who report to duty. Reporting time may vary for essential and non-essential employees.
  - 3. When a facility is closed for the entire workday, administrative leave is granted to all employees not deemed essential.
- h. Voting and Voter Registration - A limited amount of excused absence may be granted where the polls are not open at least 3 hours either before or after an employee's regular work hours so as to permit the employee to report to work 3 hours after the polls open or leave from work 3 hours before the polls close, whichever requires the lesser amount of time off. Where an employee's voting place is beyond normal commuting distance and vote by absentee ballot is not permitted, the employee may be granted sufficient time off (not to exceed one day) in order to vote. If an employee is required to register in person, he/she may be granted time off on substantially the same basis as for voting. However, an excused absence will not be granted if the employee can register on a non-workday and round-trip travel can reasonably be accomplished in one day.
- i. Medical fitness or other examinations required by the Employer will be furnished to the employee at no cost including transportation, and with no charge to leave.
- j. Employees with 80 hours or less of sick leave will be granted up to four (4) hours of paid leave per year for health screening tests such as mammography, pap smears, blood pressure, cholesterol checks and other medical screenings.

#### Section 5 - Leave Without Pay

- a. Employees may request and may be granted leave without pay provided the provisions of applicable law and regulations are met. Leave without pay absences

shall not exceed one year for each application.

- b. Employees in an approved leave without pay status shall accrue all rights and privileges in respect to retirement status and coverage under the Group Life Insurance and Federal Employee's Health Benefits Programs to which they may be entitled in accordance with appropriate regulations.

## **ARTICLE 13 DISCIPLINARY ACTION**

### Section 1

Disciplinary action, when considered necessary, must (1) be based on just cause, and (2) be consistent with laws and regulations governing such actions. The employer agrees that all employees will be treated fairly and equitably. The parties agree that disciplinary actions shall be in accordance with Department of Interior guidelines.

Charges will be consistent with those defined in law or controlling regulation guidelines. The specifics of the charge(s) will be set forth in the notice of proposed action to the employee. No employee will be disciplined for the mere appearance of an offense.

Proposed disciplinary actions will be taken within a reasonable period of time after the incident occurs, based on circumstances of the individual case.

### Section 2

Counseling, written warnings, or oral admonishments are informal actions by which minor deficiencies in conduct, work habits, or similar matters may be brought to the attention of the employee. These may be annotated on an attachment to the Employee Record file, and the employee so informed. They shall not remain in the employee's file for more than one year and will be expunged from an employee's file prior to transfer to a new supervisor. They cannot be considered as a "first offense" in determining subsequent disciplinary action. As an informal action, they will only be handled under step one of the negotiated grievance procedure and shall not escalate to any higher step.

### Section 3

- a. A formal disciplinary action can be a written reprimand, suspension, reduction in grade and/or pay, or removal, except that it does not apply to the removal of an employee serving a probationary or trial period. Discipline will be consistent with rules and regulations governing such actions.
- b. Decisions on proposed disciplinary actions will be made within a reasonable period of time after the allowed response period, or extended response period, dependent upon the circumstances surrounding the individual action.

### Section 4

Grievances resulting from a formal disciplinary action will begin at Step 2 of the grievance procedure or at the next step higher than the supervisory official who initiated the action.

## Section 5 - Procedures for Reprimands and Suspensions of 14 Calendar Days or Less

When the Employer issues reprimands or a proposal to suspend an employee for 14 calendar days or less, the following procedures shall apply:

- a. Prior to issuing a letter of reprimand an employee will be provided with the opportunity to respond to the charges and to provide evidence as to why a reprimand should not be issued.
- b. The Employer will give the employee written prior notice of the proposed disciplinary action of at least 10 calendar days for suspensions.
  1. Written notices of proposals shall clearly state the nature of the alleged offense(s) and the reason(s) for the proposed action.
  2. The notice will allow the employee at least ten (10) calendar days to respond to the proposed action. It will state that the reply may be made orally, in writing, or both.
  3. The notice will clearly state that the employee is a member of the AFGE bargaining unit and is entitled to representation by the Union in preparing and presenting his/her reply. Upon request a copy of the notice will be provided to the employee's designated Union representative.
  4. The Employer agrees to furnish the employee and/or his/her designated Union representative, with requested documents and materials needed to reply to the proposed action. Documents or materials not disclosable to the employee shall not be used in support of any disciplinary action against the employee.
  5. The employee may request an extension of the time to reply but any such request must be submitted in writing prior to the expiration of the original time period stated in the notice. Electronic mail will suffice as an acceptable written request.
- c. After expiration of the period for reply (and any extensions), the Employer will issue a written final decision to the employee, and to the designated Union representative, if any. The notice of decision shall:
  1. state whether the proposed disciplinary action will be taken as proposed, modified, withdrawn, or will be held in abeyance. In no instance shall the disciplinary action exceed that in the prior notice of proposed action.
  2. state the findings with respect to the charge(s) stated in the notice of proposed action; and,

3. inform the employee that he/she may grieve the action in accordance with Articles 14 and 15 of this Agreement.
- d. A letter of reprimand (and any associated documents) will be removed from the employee's Official Personnel Folder not later than two (2) years after the date of the letter.

Section 6 - Procedures for Suspension of More than 14 Calendar Days, Reduction In Grade and/or Pay, And Removal

When the Employer proposes to suspend an employee for more than 14 calendar days, reduce the employee in grade and/or pay, or remove the employee, the following procedures shall apply.

- a. The Employer will give the employee written notice of at least thirty (30) calendar days of the proposed disciplinary action..
  1. Written notices of proposal shall clearly state the nature of the alleged offense(s) and the reason(s) for the proposed action.
  2. The notice will allow the employee at least 15 calendar days to respond to the proposed action. It will state that the reply may be made orally, in writing, or both.
  3. The notice will clearly state that the employee is a member of the AFGE bargaining unit and is entitled to representation by the Union in preparing and presenting his/her reply. Upon request a copy of the notice will be provided to the employee's designated Union representative.
  4. The Employer agrees to furnish the employee and/or the designated Union representative with requested documents and materials needed to reply to the proposed action. Documents or materials that cannot be disclosed to the employee shall not be used in support of any disciplinary action against the employee.
  5. The employee may request an extension of the time to reply but any such request must be submitted in writing prior to the expiration of the original time period stated in the notice. Electronic mail shall suffice as an acceptable written request.
- b. After expiration of the period for reply (and any extensions), the Employer will issue a written final decision to the employee, with a copy to his/her designated Union representative. The notice of decision shall:
  1. state whether the proposed disciplinary action will be taken as proposed,

modified, withdrawn, or will be held in abeyance. In no instance shall the disciplinary action exceed that in the notice of proposed action;

2. state the findings with respect to the charge(s) stated in the notice of proposed action;
3. inform the employee of his/her grievance rights under Articles 14 and 15 and appeal rights. The decision letter shall state that the employee may appeal or grieve, but may not do both; and,
4. provide the employee with the address and phone number of the cognizant Merit Systems Protection Board (MSPB) office, the appropriate appeal form(s) and the procedures for MSPB appeals.

## ARTICLE 14

### GRIEVANCE PROCEDURE

#### 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. A grievance means any complaint:
  1. by any employee concerning any matter relating to the employment of the employee;
  2. by the Union concerning any matter relating to the employment of the employee;
  3. by the Union or the Employer concerning:
    - (a) the effect of interpretation of a claim of breach of the Collective Bargaining Agreement;
    - (b) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment;
  4. except that it shall not include a grievance concerning:
    - (a) any claimed violation relating to prohibited political activities;
    - (b) retirement, life insurance, or health insurance;
    - (c) a suspension or removal for National Security reasons, Sec. 7532;
    - (d) any examination, certification, or appointment including the termination of a probationary/trial period employee;
    - (e) the classification of any position which does not result in the reduction in grade or pay of any employee;
    - (f) termination of a temporary promotion or time limited appointment; or,
    - (g) reassignment or demotion of an employee to a non-supervisory position during the probationary period required for new supervisors.

### Section 3.

This negotiated procedure shall be the exclusive procedure available to the Union, the employees in the Bargaining Unit and the Employer for resolving such grievances except as provided in Section 2.a.4. of this Article.

### Section 4.

In the case of any grievance which the Union may have against the Employer, or which the Employer may have against the Union, the procedure for such grievance shall be in accordance with Section 14 of this article.

### Section 5. - Appeal and/or Grievance

For the purpose of this section, and pursuant to Section 7121 subsections (d) and (e) of the Act, an employee shall be deemed to have exercised his/her option under this section only when the employee files a timely notice of appeal under the appellate (MSPB) procedure, files a timely grievance in writing under the negotiated grievance procedure, or files an Administrative EEO complaint. The selection of these procedures in no manner prejudices the right of an aggrieved employee to request the MSPB, FLRA, or EEOC, in accordance with law, to review a final decision of an arbitrator.

### Section 6.

In the event either party should declare a grievance non-arbitrable under this Article, the original grievance shall be considered amended to include this issue. Issues of arbitrability will be raised by the 3rd step of the grievance procedure. However, the parties recognize that substantive arbitrability issues, such as those subjects excluded under Section 2.a.4 of this Article, are not waivable. The Employer and the Union agree to raise the question of arbitrability as a threshold issue when the grievance reaches arbitration.

### Section 7.

Most grievances arise from misunderstandings or disputes that 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(ies) 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 8.

The employer recognizes that an aggrieved employee may be represented by the Union, or he/she may represent himself/herself, in filing a grievance under this procedure. Union representation is assumed unless the employee states that he/she does not want representation. The Union has the right to request the employee to put his/her wishes in writing. In the event the employee chooses self-representation, the Union, as the exclusive representative, shall be given the opportunity to be represented at all steps of the procedure held between the Employer and the employee concerning the grievance, and any resulting resolution of the grievance will be consistent with the terms of this Agreement.

Section 9.

**Step 1:** A grievance shall first be taken up orally, or in writing, by the concerned employee or Union representative with the first line supervisor within fifteen (15) calendar days from the date of the incident or the date the employee becomes aware of the incident. The first line supervisor will render his/her decision in seven (7) calendar days after notification from the employee or Union representative. The parties may meet in person or telephonically before the supervisor's decision in an attempt to resolve the matter.

**Step 2:** If the matter is not satisfactorily settled following the initial discussion, the Union representative or employee may, within seven (7) calendar days, submit the matter in writing, to the Superintendent or his/her designee. It is understood that a grievance, once reduced to writing, cannot be altered or amended to add matters that are unrelated or would otherwise be untimely without the mutual consent of both parties. The Superintendent shall give his/her written answer within seven (7) calendar days after the meeting. The Superintendent or his/her designee may meet in person or telephonically with the employee and/or the Union representative before the Superintendent's decision in an attempt to resolve the matter. The written grievance will include the following:

1. The name, title, series and grade of the grievant(s);
2. The exact nature of the grievance;
3. The specific remedy or adjustment that will be accepted to settle the grievance;
4. Dates, times, places, names of participants and witnesses relative to the event grieved, if known at the time;
5. Reference to regulations, and/or sections of this agreement

alleged to have been violated. References to regulations may be in clear language in lieu of specific citations;

6. Identification of the Union point of contact if applicable.

**Step 3:** If the grievance is not settled at Step 2 the Employer and Union representative may, within five (5) calendar days, request mediation by the Federal Mediation and Conciliation Service. If mediation is invoked, it must be mutually agreed upon by both parties.

**Step 4:** If the grievance is not satisfactorily settled at Step 3, the Union or the Employer may refer the matter to Arbitration in accordance with Article 15.

Section 10. - Failure to Meet Requirements

Failure of a grievant to proceed with a grievance within any of the time limits specified shall render the grievance void or settled on the basis of the last decision by the Employer, unless an extension of time has been agreed upon. Failure of the Employer to respond within the prescribed time limits shall permit the grievant to proceed to the next step, unless an extension of time has been agreed upon.

Section 11. - Extension of Time Limits

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

Section 12. - Special Circumstances

If a pending grievance is rendered moot by virtue of the subsequent death, resignation or separation of an employee before a decision is reached on a grievance being processed under the terms of this Agreement, action will be stopped and all interested parties will be notified that the case is being closed without a decision. Union institutional issues and compensation issues within the pending grievance may survive the death, resignation or separation of an individual grievant. A dispute over the mootness of a grievance will be a threshold issue if the grievance is taken to arbitration.

Section 13. - Witnesses

Each witness will be advised they are expected to provide their knowledge of the issues involved in the grievance, and that they will not be subjected to any restraint, coercion, discrimination, or reprisal as a result of participation. Employees participating in grievance meetings or hearings as a witness will be considered to be in a duty status during such participation. If the employer interviews any of the witnesses provided by the Union, the Union will be provided an opportunity to be present during that interview.

#### Section 14. - Alleged Violations of Agreement Grievances

Grievances arising from alleged violations of this Agreement by either party will be reduced to writing and submitted to the Human Resources Office, Northeast Region or the President of the Local. The Human Resources Office, Northeast Region or its designee(s) and the President of the Local or his/her designee(s) (to equal the number of Agency representatives) will meet, in person or telephonically, as soon as possible, but in all cases, within ten (10) calendar days to discuss the grievance. If the grievance is not settled by this method, the initiating party may invoke the arbitration procedures in this Agreement by written notification to the other party within ten (10) calendar days of the meeting. Nothing in this section will preclude either party from attempting to settle such grievance informally at a lower level, and such efforts are encouraged.

#### Section 15. - Information and Documentation from Official Records

The Employer will, upon request of the employee or his/her steward and/or representative, if any, provide information and documentation from official records, and extracts or copies of such records as may have a bearing on the grievance in accordance with the Statute [7114 (b)(4)].

## **ARTICLE 15 ARBITRATION**

### Section 1.

If the Employer and the Union fail to settle any grievance processed under the negotiated grievance procedure, such grievance, upon written request by either the Employer or the Union within ten (10) workdays after issuance of the final decision shall be submitted to arbitration.

### Section 2.

Within seven (7) workdays from the date of the request for arbitration, either party shall request the Federal Mediation and Conciliation Service to provide a list of seven (7) impartial persons qualified to act as arbitrators. The parties will confer telephonically within seven (7) calendar days after receipt of such list. If they can't mutually agree upon one of the listed arbitrators, then the Employer and the Union will each strike one arbitrator's name from the list of seven (7) and will repeat this procedure until one person remains who shall be the duly sworn selected arbitrator. The parties agree that they will alternate as to who will strike first. The moving party will return the appropriate form to FMCS within seven (7) calendar days of selecting the arbitrator with a copy to the selected arbitrator requesting several alternative dates to hear the matter. Within seven (7) calendar days after receipt of the proposed dates the party will schedule and proceed with the arbitration. Failure by the moving party to proceed within any of the time limits specified in this Article will result in termination of the grievance unless an extension is mutually agreed upon. Certified mail with return receipt will meet notification requirements.

### Section 3.

If the parties fail to agree on a joint submission of the issue for arbitration, each shall submit a separate submission and the arbitrator shall determine the issue or issues to be heard.

### Section 4.

The Arbitrator's fee and the expense of the arbitration, if any, shall be borne equally by the Employer and the Union. The arbitration hearing will normally be held on the Employer's premises during the regular day shift hours of the basic workweek. All participants in the hearing who are Bargaining Unit employees shall be on duty status without charge to leave.

### Section 5.

The arbitrator will be requested to render his/her decision as quickly as possible, but in any event not later than thirty (30) days after the conclusion of the hearing unless the parties mutually agree to extend the time limit.

Section 6.

The decision and award of the arbitrator shall be final and binding except that either party may file an exception to the award as provided in Section 7122 of the Statute.

Section 7.

Any dispute over the application of an arbitrator's award shall be returned to the arbitrator for settlement, including remanded awards.

Section 8.

When a formal hearing is held, a verbatim transcription may be used.

Section 9.

The arbitrator shall not, in any manner or form whatsoever, directly or indirectly add to, detract from, or in any way alter provisions of this Agreement.

## ARTICLE 16

### EMPLOYEE DEVELOPMENT AND TRAINING

#### Section 1.

The Employer and the Union fully recognize that training and employee development is an asset to efficient operation and optimum utilization of the employee's skills or abilities. The Employer will continue to support the training and career development of employees in the unit as provided in the regulations. In addition, the Employer will strive to provide employees with opportunity to improve their capabilities and further their career development in their respective occupational and career fields through a variety of training and educational resources as the budget permits. It is understood that it is the Employer's discretion to approve/disapprove training based on importance, urgency or other criteria.

#### Section 2. - Educational Information

- a. Upon request by the Union, available information will be provided by the Employer of identified training opportunities for employees in their respective fields, and on funding available for job related training.
- b. The Employer will create and foster an environment that promotes employee's participation in training and educational opportunities. Particular emphasis shall be placed on training designed to:
  1. Meet mandatory training requirements.
  2. Meet critical Park needs.
  3. Improve and broaden current job knowledge, skills and abilities.
  4. Acquire knowledge in safety and occupational health matters.
  5. Acquire skills, knowledge or abilities to enhance professional development.

#### Section 3. - Expenses

The Employer shall pay for all required job - related training and associated travel expenses. Additionally, the Employer may pay for other approved training.

#### Section 4. - Training Programs

- a. Employer training programs may include, but are not limited to, the following:
  1. Job - related government courses;
  2. Courses developed in conjunction with local institutions or other training sources.
  
- b. Employees participating in Employer required job-related training conducted during duty hours, whether at an area institution, or a Government facility, shall in accordance with law, be carried in a pay status, without charge to leave while attending classes.

#### Section 5 - Other Training

- a. Where courses are available only during duty hours at an area institution, employees may request a special tour of duty to allow class participation.
  
- b. Employees eligible for retirement, or eligible to retire within six (6) years, will be afforded the opportunity prior to retirement to participate in a Government sponsored local seminar, workshop, conference or training session designed to address the many facets of retirement.

## ARTICLE 17

### EQUAL EMPLOYMENT OPPORTUNITY

#### Section 1.

The Employer and the Union agree that there must be equal employment opportunity for all persons in accordance with applicable laws. The parties recognize the responsibility to comply with EEO laws and regulations that employees will not be discriminated against on the basis of race, color, sex, religion, national origin, age or disability. In addition, discrimination on the basis of marital status, sexual orientation or political affiliation is also prohibited under other laws and regulations.

#### Section 2.

Employees who make complaints of alleged discrimination or who participate in the presentation of such complaints shall be free from restraint, interference, coercion, discrimination or reprisal.

#### Section 3.

The Employer shall provide to the Local President a copy of any Affirmative Employment Plan and parity statistics developed by the Park.

#### Section 4.

The Employer and the Union acknowledge that employees may file grievances in lieu of EEO complaints in matters of discrimination when such complaints relate to working conditions as described in Article 14. It is also agreed that the Union should have a working knowledge of EEO laws and Employer policies and procedures in order to properly represent employees in these types of grievances. A Union representative may be invited to attend employer sponsored EEO training and programs.

#### Section 5.

The Employer agrees to consult with the Union regarding any new procedures being implemented by EEO so that the Union may assess the impact on working conditions.

## **ARTICLE 18**

### **EMPLOYEES WITH DISABILITIES**

#### Section 1.

The Employer will make efforts consistent with law to assist employees with disabilities to gain access to their workplace. For terms and conditions relating to employees with disabilities, information can be found in the Rehabilitation Act of 1973 and the Americans with Disabilities Act.

#### Section 2.

The Employer will provide reasonable accommodations to employees with disabilities on official travel. For example, the individual may require a larger rental car, direct flights to travel locations, wheel chairs, etc., to accommodate his/her disability.

#### Section 3.

The Employer will post information that addresses the rights of employees with disabilities and the responsibilities of the Employer with regard to those employees as required by law and Department of Interior regulations.

#### Section 4.

At the option of the Employer, the Union may be permitted to send representatives to employer-sponsored seminars, workshops, conferences and/or training designated to acquaint supervisors, managers and/or employees with the Disability Program and its operation.

## ARTICLE 19

### EMPLOYEE DISABILITY COMPENSATION

It is acknowledged that the Office of Workers Compensation Programs (OWCP), U.S. Department of Labor ([www.dol.gov/dol/esa/public/owcp.org.htm](http://www.dol.gov/dol/esa/public/owcp.org.htm)), administers benefits derived to employees under the Federal Employees' Compensation Act. Procedures established by the Employer shall provide that:

- a. Employees are responsible for reporting all-job-related injuries or reactivated injuries and illnesses to the appropriate supervisor as soon as practical.
- b. When the Employer becomes aware that an employee has suffered illness or injury in the performance of duties, the Employer and the Union will counsel the employee in such matters as: his/her right to file for compensation benefits; the appropriate compensation forms to be filed; the types of benefits available; the procedure for filing claims; and the option to use compensation benefits in lieu of sick leave.
- c. The Employer is responsible for instructing all employees and supervisors relative to employee rights and benefits under the Federal Employees' Compensation Act, Public Law 93-416, and any amendments.
- d. A copy of the Employer's current procedures and subsequent updates will be provided to the Union if requested.
- e. Continuation of Pay shall be made in accordance with governing law and regulation.

## ARTICLE 20

### SAFETY, HEALTH AND WORKING CONDITIONS

#### Section 1.

Both parties recognize that the safety and health of employees in their working environment is a shared responsibility of management, the Union, and employees. The parties further recognize that observing safe working practices including the wearing of all protection equipment is required to maintain a safe working environment.

#### Section 2.

It is agreed that membership on the Safety Committee will include the Union President or his/her designated representative at every Park or site with a Safety Committee. The Safety Committee shall meet in accordance with policy and when necessary to study trends, continuing unsafe practices, recent accidents and corrective procedures and other matters of safety in all areas where New York and New Jersey National Park employees are required to work. Minutes of meetings from the Safety Committee will be maintained and provided to the Superintendent or his/her designee for review and distribution to employees.

#### Section 3.

When special licenses are required to operate heavy vehicles or equipment only qualified personnel as determined by management will be assigned.

#### Section 4.

If an employee feels that he/she is being directed to perform under conditions that are unsafe to the employee or equipment he/she will immediately report the matter to his/her immediate supervisor. The supervisor will evaluate the condition and resolve or correct the situation. If the supervisor determines the situation is safe then the work will proceed. If the employee feels the situation is still unsafe, he/she will refer the matter to the Park Safety Officer or his/her designated representative along with notification to the Union. The Safety Officer or his/her designee shall evaluate the situation and determine if the area, project, or equipment is safe or unsafe. The Safety Officer shall recommend remedial action to the Superintendent. The Superintendent or their designee will determine if the situation is safe.

#### Section 5. - Occupational Health Maintenance Monitoring

The Employer agrees to place eligible employees in an Occupational Health Maintenance Monitoring program in accordance with OSHA regulations and current NPS Instructions.

The Employer agrees to maintain medical program files in accordance with regulations and the Privacy Act.

#### Section 6. - Environmental/Hazardous Duty Pay

The Employer agrees to recognize Environmental Differential Pay and/or Hazardous Duty Pay in accordance with Title 5, USC, Sections 532 and 550. Employees will be paid accordingly when the conditions of CFR have been met.

#### Section 7. Safety Equipment

- a. The Employer agrees to reimburse eligible employees on a yearly basis for steel toed safety shoes/boots that meet current NIOSH standards. Reimbursement will be equal to the cost of the work boots in the current NPS catalog.
- b. When employees are assigned to work in areas requiring the use of safety glasses, the Employer agrees to furnish glasses.
- c. Routine maintenance of glasses is the employee's responsibility. Prescription and nonprescription safety glasses will be replaced when management agrees that current issued glasses are no longer serviceable or when required by new prescription.

The Union agrees to assist management in limiting abuse of this section.

#### Section 8. - Personal Protective Equipment (PPE)

- a. The Employer will provide employees with safety and protective equipment necessary to perform the tasks of their position according to NPS Reference Manual 43.

#### Section 9. - Drinking Water

To the extent law allows, the Employer will ensure that an adequate supply of drinking water is made available to all employees. This may include the provision of alternative bottled water when local water supplies are found to be undrinkable based on the standard set forth by the local municipality.

#### Section 10. - Tools

Employees are not required to provide their own tools. Employees are responsible for loss, breakage and damage of tools and equipment due to misuse or neglect.

Section 11. - First Aid Kits

The Employer agrees to maintain adequate first aid kits.

Section 12 - Uniforms and Other Required Clothing

It is agreed that the Employer will furnish Park employees, in accordance with NPS policy, all uniforms required for the performance of their duties. This includes but is not limited to, pants, slacks, shorts, shirts, skirts, vests, sweaters, hats, caps and coats.

## ARTICLE 21

### PERFORMANCE EVALUATION

#### Section 1.

Performance Evaluation will be conducted consistent with the provisions of law and regulation.

#### Section 2.

Employees are responsible for participating with their supervisors in the development and revision of performance plans during the rating period.

#### Section 3.

A Critical Element is an assignment or responsibility of such importance that unsatisfactory performance in that element alone would result in a determination that the employee's overall performance is unsatisfactory. Performance Standards are expressions of the performance thresholds(s), requirement(s), or expectation(s) that must be met for each element at a particular level of performance. They must be focused on results and include credible measures.

#### Section 4.

The rating official and employee shall conduct one (1) documented progress review to discuss performance to date and whether to change the performance plan. One performance review is held at the end of the appraisal period when a final rating is given. When an employee is performing at the "Unsatisfactory" level in a critical element at any time during the appraisal period, the supervisor must inform the employee of the deficiencies and provide the opportunity and assistance to help the employee improve to the "Minimally Successful" level. This may be accomplished by developing a Performance Improvement Plan (PIP) and establishing a Performance Improvement Period. The Employer shall not reduce in grade or remove an employee for unsatisfactory performance unless such a plan is implemented and the employee has been afforded a reasonable opportunity to demonstrate acceptable performance.

#### Section 5.

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 14 of this agreement.

#### Section 6.

The parties agree that performance evaluation is a supervisory function in accordance with applicable statute. Employees are responsible for ensuring that they are active participants in the entire Employee Performance Evaluation Plan. This includes development of performance plans and Critical Elements, meaningful input during progress reviews, and, candid verbal and written remarks.

#### Section 7.

The parties agree that it is management's right to reward and recognize employees in accordance with Awards and Recognition directives. The parties also agree that the Union President or designated representative will be a member of the Awards Committee at every Park or Site with an awards committee. 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, or age.

#### Section 8

The Employer agrees that changes to the methods used to determine awards will be negotiated with the Union.

**ARTICLE 22**  
**POSITION DESCRIPTIONS**

Section 1.

It is agreed that when an employee feels that there are inconsistencies between the duties he/she is required to perform and the position description for his/her position, he/she may discuss the matter with his/her supervisor and/or other representatives of the Employer. It is further agreed that a Union representative may be present at these discussions when requested by the employee.

Section 2.

The Employer agrees that employees will be fully utilized in work appropriate to their position title and at a level commensurate with their pay grade except when the Employer finds it necessary to temporarily assign employees to other duties.

Section 3.

It is understood that the statement "Other duties as assigned" appearing on an individual's position description is not to be construed as meaning work that would result in classification of the position at a higher grade.

Section 4.

It is fully recognized that a job description does not of and by itself determine the assignment of duties to an employee, but rather simply shows major duties and responsibilities for the purpose of pay and classification. If the supervisor and employee agree that inconsistencies do exist between the duties to be performed, corrective action will be initiated. If the supervisor and employee cannot agree on the position description, employees may file a grievance.

## ARTICLE 23

### REFERRALS, SELECTION AND PROMOTIONS

#### Section 1. - Purpose and Scope

This article is applicable to all promotions, referrals and selections to positions within the bargaining unit.

#### Section 2. - Policy

- a. Management has the right to fill positions through competitive promotion procedures or from any other appropriate source including but not limited to reinstatement, transfer, or reassignment. The right to select also includes the right to non-select unless promotion program violations have occurred. The Employer agrees to adhere to published OPM and National Park Service Merit Promotion procedures when positions are to be filled by promotion from within the Unit.
- b. Proper promotion actions are essential to assure that the Unit is staffed by the best available persons and that employees are receiving fair and equitable consideration.
- c. The Union and the Employer recognize that discrimination, favoritism and/or pre-selection in the Merit Promotion procedure are detrimental to the unit and shall not occur.

#### Section 3.

Unit positions to be filled by promotion shall be publicized by means of a written Vacancy Announcement prepared by the Servicing Personnel Office and will provide for a period of at least five (5) work days within which applications may be filed. Upon notification by an employee of interest in a position a reasonable effort will be made to notify the employee if he/she is on leave, travel or training, of advertised promotional opportunities.

#### Section 4.

When an employee believes they did not qualify for a vacancy due to a procedural error, the employee shall immediately notify the Employer or the Union. Upon notification from the Union, the Employer will review the complaint to determine if an error has been made. If the Employer concurs that an error has been made, the Employer agrees to correct the error before selection.

## Section 5.

Unsuccessful applicants within the Unit will be notified of their non-selection in writing. Any non-selected employee may request an out-briefing with the selecting official.

## Section 6. - Responsibilities

a. The Employer will:

1. Upon request, brief the Union on the status of a vacancy, including the intent to fill or not fill a vacancy.
2. Administer the Merit Promotion Program and assure adequate advice and assistance is provided to supervisors and employees to enable them to discharge their responsibilities in connection with the program.
3. Once a decision has been made to select/promote, notification will be made promptly.
4. Provide advice, upon request, to employees regarding the filing of applications and the regulatory aspects of the Program.

b. Employees are expected to:

1. Apply only for positions that they consider themselves qualified for and in which they have a genuine interest and willingness to accept, if selected.
2. Assure that applications filed are timely, legible, and accurate.
3. Advise their supervisor of job opportunities they are interested in and arrange to be notified in case such opportunities are advertised while on training, travel or leave.

c. The Union will bring matters of concern regarding the program to the attention of management as soon as possible in an effort to reach informal resolutions.

## Section 7.

The Employer will distribute copies of job opportunities to the President of the Union.

#### Section 8.

The Employer agrees to make a reasonable effort to utilize the maximum skills and talents of its employees of the Unit in order to achieve the resulting benefit of higher morale, reducing turnover. Accordingly, consideration will be given to filling vacant positions in the Unit with present employees. The Union recognizes, however, that other methods of filling vacant positions are available to the Employer, such as reinstatement, transfer, repromotions and selection from registers.

#### Section 9.

When a vacancy occurs within the Unit and the name of a bargaining unit member appears in the referral roster, the referral roster will list all the referred candidates in accordance with Merit Promotion and OPM regulations as applicable. If interviews are conducted each candidate will be interviewed and shall be notified of the date, time and place of the interview. If a Unit member is unable to attend the interview, he/she shall notify the selecting official so that proper arrangements may be made to conduct the interview at another mutually convenient day and time.

#### Section 10.

Each person being interviewed will be informed that he/she must furnish whatever information is required prior to the interview to ensure that all pertinent and current information is available to adequately interview the candidate. Whatever basic information is requested will be requested of all candidates and basic questions asked will be the same for all candidates. The Employer may follow-up on questions as required by candidate's answers. It is understood that differences in employee applications could lead to other questions beyond the scope of the basic questions.

## ARTICLE 24

### REASSIGNMENTS AND DETAILS

#### Section 1. - General.

- a. A "reassignment" is defined as any change from one position to another without promotion or change to lower grade.
- b. A "detail" is a temporary assignment, without change in pay, to a different position for a specified period of time with the employee returning to regular duties at the end of the detail.

#### Section 2. - Reassignments

- a. The Employer shall consider the needs of the employees with disabilities or other medical conditions when making reassignments.
- b. The Employer agrees to consider employees applying for a reassignment due to family or medical hardships.

#### Section 3. - Details

- a. It is recognized that details are beneficial in accomplishing mission-related requirements and are a way of broadening an employee's experience.
- b. Details of more than thirty (30) calendar days will be documented by a SF 50. The SF-50 will be filed in the employee's Official Personnel Folder. A copy of the SF-50 will be furnished to the employee.
- c. Supervisors will discuss a detail, or reassignment with the employee or the Union upon request. Extensions of details beyond one hundred twenty (120) days will normally be discussed with the Union.
- d. When an employee is to be detailed to a higher graded position for more than thirty (30) days but less than one hundred twenty (120) calendar days, he/she will be temporarily promoted. An employee who is temporarily detailed to a higher graded position will be promoted on the 31st day of the detail if such detail is extended beyond 30 days. Any detailed employee will receive back pay once the detail extends beyond 30 days. The Employer will consider making details on a rotational basis among employees. A detail of more than 120-calendar days to a higher graded position or a position with known promotional potential must be made under competitive promotion procedures.

- e. When employees are detailed to management positions for 30 days or less they will maintain their alternative work schedule provided it does not conflict with operational needs.
- f. Circumstances where details may be appropriate include, but are not limited to; abnormal workload, change in mission, reorganization or unanticipated absences.
- g. Temporary promotions shall not be used for the sole purpose of qualifying or enhancing an employee's qualifications to permanently fill the position to which they are temporarily promoted.

## **ARTICLE 25**

### **ORIENTATION OF NEW EMPLOYEES**

#### Section 1.

The Employer will coordinate with the Servicing Personnel Office to ensure that all new employees are informed of exclusive representation by the Union. The Union will be informed when a new employee enters on duty.

#### Section 2.

Employees, when reporting to work, shall be given an orientation by their immediate supervisor. This article also applies to existing employees who transfer from one location to another.

**ARTICLE 26**  
**UNFAIR LABOR PRACTICES**

Section 1.

The parties understand and agree that the filing of unfair labor practice (ULP) charges or threatening to file (ULP) charges are serious matters with respect to labor-management relations. The parties recognize that misunderstandings occur which many times can be resolved locally through frank and open discussion. The parties, therefore, agree that 7 days prior to the actual filing of a ULP charge by one party against the other party, the parties will meet telephonically to discuss the matter in an attempt to resolve the issues.

## **ARTICLE 27 CONTRACTING OUT**

### Section 1.

The Employer retains the right to make determinations with respect to contracting out as provided in 5 USC 7106(a)(2)(b).

### Section 2.

- a. The Employer agrees to notify the Union, as early as practicable, concerning any study the Employer initiates to review a functional area for contracting out that may have an adverse effect on members of the Bargaining Unit.
- b. The Employer's representatives will meet with the Union's representatives to discuss:
  1. The reasons for contracting out the functional area(s).
  2. How Unit employees will be affected.
  3. How to minimize any adverse affects on employees in the Unit.
- c. The Employer agrees to consider the views and recommendations of the Union with respect to these matters.

### Section 3.

The parties recognize that, the Federal Activities Inventory Reform Act (FAIR) and OMB Circular A-76 govern contracting, and any appeals concerning these matters will be made in accordance with applicable procedures. When required, comparison of the cost of contracting out and the cost of in-house performance shall be performed as a factor to determine who will do the work.

### Section 4.

Affected Unit employees will be afforded rights in accordance with applicable rules, regulations, and procedures including the terms of this Agreement governing reduction in force action.

## **ARTICLE 28 REDUCTION IN FORCE**

### Section 1. - Definition

A reduction-in-force (RIF) occurs when the Employer releases an employee from his/her competitive level by separation, demotion, furlough for more than 30 days, or reassignment requiring displacement due to lack of work or funds, reorganization, insufficient personnel ceiling, or the need to make a place for a person exercising reemployment or restoration rights. RIF procedures do not apply to the return of an employee to his/her regular position following a temporary promotion or to the release of a re-employed annuitant, and do not include the reclassification of a position other than as provided in 5 CFR 351.201.

### Section 2.

In the event of a reduction-in-force, it is agreed that any existing vacancies will be used to the maximum extent feasible within funding and FTE limitations to place qualified employees in continuing positions who would otherwise be separated from the service. All reductions in force will be carried out in strict compliance with applicable laws and regulations governing reductions in force.

### Section 3.

All Career and Career-Conditional employees separated by reduction-in-force shall be placed on a Department of the Interior, National Park Service Priority List for all positions for which qualified and available as indicated by them to the Employer in writing. Such employees will be given priority consideration for rehiring in permanent positions for which they are qualified.

### Section 4.

In the event an employee will be separated from a competitive level, the Union will be allowed to review the retention register, and a copy will be provided.

### Section 5.

The Employer and the Union will negotiate the impact of any modifications to existing conditions of employment brought about by RIF or major reorganization. Such negotiations will not delay the RIF.

#### Section 6. - Notification

Affected employees are entitled to the appropriate notice as defined by 5 CFR.351.801 and other appropriate laws. Management shall provide complete information needed by employees to fully understand the RIF and how and why they are affected.

#### Section 7. - Offer of Position

The Employer shall make a good faith effort to make offers of employment to each qualified employee adversely affected by a RIF. Employees adversely affected by a RIF may, in writing, request assignment to a vacant position at the same or lower grade with any pay retention to which they may be entitled. Any such requests shall be answered in writing.

#### Section 8. - Response to Offer

Employees shall respond to an offer of employment in writing by hand receipt delivery or return receipt mail delivery postmarked by the deadline date. Failure to respond within the specified time period shall be considered a rejection of the offer unless there are extenuating circumstances that prevent the employee from responding.

#### Section 9. - Waiver of Qualifications

In accordance with applicable regulations, when management is unable to offer an assignment, management may waive qualifications, of employees who will be separated due to RIF, for vacant positions at the same or lower grade level which do not contain selective placement factors, provided the employee is able to perform the work without undue interruption to the mission of the Employer.

#### Section 10. - Displacement

As soon as management is aware of an impending RIF, it will not fill vacant positions until it has considered reasonable alternatives to reduce the adverse effects on unit employees who are displaced as a result of the RIF. In considering these alternatives, management will review the possibility and feasibility of redesigning vacant positions.

## ARTICLE 29

### DUES WITHHOLDING

#### Section 1.

- a. This article is an agreement between the American Federation of Government Employees (AFGE) Local 3432, and the Department of the Interior, National Park Service for the purpose of permitting employees who are members in the Union to pay dues through the authorization of voluntary allotments through payroll deduction.
- b. This Agreement is based on exclusive recognition granted under Title VII. It covers all employees who: (1) are represented by the Union, (2) are members in good standing in the Union, (3) voluntarily complete Standard Form 1187, Request for Authorization for Voluntary Allotment of Dues Withholding, (4) receive compensation sufficient to cover the total amount of the allotment.
- c. The parties agree that the provisions of this Agreement are subject to, and will be governed by, applicable Federal Laws.

#### Section 2. - Union Responsibilities

- a. Inform its members of the voluntary nature of dues withholding and of the procedures for making allotments;
- b. Provide the prescribed forms; SF-1187 and SF-1188 to employees;
- c. Receive completed forms, certify them for conformance with this agreement, and forward to the servicing Business Operations Office;
- d. The name, title and address of the allottee to whom remittances should be sent, including how the check should be made out, as follows:

Payee:

Treasurer  
AFGE, Local 3432  
160 22<sup>nd</sup> Street  
Brooklyn, NY 11232

- e. Any change in the amount of membership dues (See Section 4.a.);
- f. Provide the names of any employee who has been expelled or ceases to be a member in good standing within ten days of the date of such determination, and;

- g. Any Officer or Steward is authorized to make the necessary certification of Standard Form 1187 and 1188.

### Section 3. - Management Responsibilities

- a. Notifying the employee and the Union when an employee is not eligible for an allotment because he/she is not included in the Bargaining Unit;
- b. Transmitting notification of new amounts of dues to payroll upon certification from an authorized Union official so long as the amount has not been changed during the past twelve months.

### Section 4. - Joint Stipulations

- a. The amount of the dues to be deducted as allotments from compensation may not be changed more frequently than once every twelve months.
- b. Administrative errors in remittance checks to the Union will be corrected as soon as possible. If the Union receives an overpayment, they shall be notified on a timely basis, normally by the next pay period. The Union agrees to promptly refund the amount of erroneous remittance provided they are notified as per above.

### Section 5. - Effective Dates for Actions

- a. Starting dues withholding: The beginning of the first pay period after the date of receipt of the properly executed and certified Form SF 1187 in the payroll office.
- b. Change in amount of dues: Beginning of the first pay period after receipt of certification in payroll office.
- c. Revocation by an employee: An employee may revoke his/her authorization for dues withholding by executing Form SF-1188. The employer will terminate an allotment: 1) At the beginning of the first pay period following the one year anniversary of automatic dues deductions, after the employee's written revocation of his/her allotment is received in the Payroll Office. 2) For employees who have been subject to automatic dues deductions for at least one year, at the beginning of the first pay period following March 1, after the employee's written revocation of his/her allotment is received in the Payroll Office.
- d. Termination due to loss of a member in good standing: Beginning of first pay period after date of receipt of notification to payroll office.

- e. Termination due to loss of exclusive recognition on which allotment was based: Beginning of first pay period following loss of recognition.

## **ARTICLE 30 TELECOMMUTING**

### Section 1

The New York and New Jersey National Parks and the American Federation of Government Employees, Local 3432, support the Flexible Workplace Program (FWP) concept for employees through two methods. The FWP provides for reasonable accommodation of employees with disabilities who may experience some difficulties traveling to and from work or working in a particular environment. This program may be used to accommodate employees who are recovering from illness or injury. The FWP also provides for work-at-home arrangements for project work.

There are positive aspects of this program that will be welcomed, and pitfalls that need to be addressed and avoided. Program benefits include an increase in productivity, a reduction in turnover, and improved morale. Potential difficulties may be the scheduling of employee meetings and the decrease in face-to-face exchange of ideas.

Work at home arrangements are not for everyone. The work must be conducive to being done at home, there must be a reasonable means to measure productivity, and the employee must have a good work history and possess the right personal characteristics.

### Section 2

- a. Telecommuting is a management option rather than an employee benefit and does not change the terms and conditions of appointment. Employees may request participation in the program, but management retains ultimate responsibility for determining if a position and employee are suitable for off-site work.
- b. FWP arrangements may involve accommodating an illness or injury that requires working one or more days at home or in an office very near home, on a short-term basis. Work can be done on an "as-conditions-permit" basis, and the time employee does not work must be charged to leave. Work can also be done partly at home and in the office, depending on the employee's individual situation. **The main issue is whether there is sufficient productive work that can be done at home to occupy at least part of the employee's regular work schedule while away from the office.**
- c. Potential uses of this program include:
  1. Provide reasonable accommodation of employees with disabilities who may experience some difficulties traveling to and from work, or working in a particular environment.
  2. Work at home while recovering from illness or injury or for temporary absences (such as pregnancy complications). In situations involving an

employee's illness or injury, the employee must provide certification from the employee's physician. The certification must substantiate the employee's illness or injury, specify the expected length of the absence, indicate that the employee is physically able to perform work at home, and identify any work restrictions.

3. Work on individual projects that are conducive to being accomplished in a work atmosphere with fewer interruptions and not requiring excessive additional equipment to be permanently assigned to another work site. Even though general approval is given, each instance in which the employee works at home should receive at least prior supervisory approval.

### Section 3

The basic criteria for FWP arrangements focuses on whether there is sufficient productive work that can be done at home to occupy at least part of the employee's regular work schedule while away from the office. There are some basic factors that should be considered by the employee's supervisor and managers before approving any Work-at-Home agreement. Factors are listed below:

- a. Work situation. The primary consideration that must be taken into account is whether the duties performed by the employee in his or her official position can be accomplished at home or at another location in a successful manner. If the work cannot be accomplished away from the main work site, no other factors need to be considered. Situations that might preclude working away from the main work site include a requirement for continuing personal contact with their supervisor and other employees or the public, the need to work with coworkers in a team situation, the need for special equipment/documents to perform the duties of the position that cannot be made available at the alternative work site, supervisory duties, the need to work with park resources, systems or facilities, etc.
- b. Employee Considerations: In order to participate in a FWP, the employee's past performance and conduct must demonstrate the level of reliability, independence, responsibility, and trustworthiness necessary for successful performance away from the permanent workplace and on-site supervision. At a minimum, the employee must maintain an overall performance rating of "Results Achieved," and not have any disciplinary or conduct issues. Telecommuting is not suitable for employees with a disciplinary record, who do not have a good record of attendance or do not have good work habits.
- c. Work Measurement. There must be a way for the employee's supervisor to assess the amount of work produced at home or alternative worksite to ensure that it is comparable to that which would

be produced over a similar period of time at the main work site. Supervisors may measure employee productivity through review of completed work products, overall work statistics, etc. A work log will be kept by the employee. They may also visit the employee at home or alternative work site during scheduled work hours.

- d. Work Site. The home workplace must be reasonably safe and conducive to efficient, productive work by the employee. The employee must be able to work without being distracted or interrupted by undue noise, child-care responsibilities, visits from neighbors, friends, etc. Work at home arrangements are not to be used as an alternative to child or other dependent-care responsibilities. Child-care arrangements must be provided for.
- e. Cost Effectiveness. Any additional government costs for working at home or an alternative work site beyond those for working at the official duty station must also be taken into account in determining if the FWP arrangement is beneficial to the Government.
- f. Performance: Telecommuting should not adversely affect the performance of the employee who is telecommuting or his or her coworkers.

#### Section 4

To be eligible for FWP policy, you must meet the following criteria and assume the following costs.

- a. Core Hours: Work Schedules must include park core hours (9:00 a.m. - 3:30 p.m.) Changes beyond an agreed upon schedule will need prior approval from supervisor (i.e. comp time, overtime, etc.)
- b. Telecommunications: Separate phone line for data transmissions is required. This would be a personal expense.
- c. Equipment:
  - 1. PC Computer up to date, comparable to office computers (currently 586 or better)
  - 2. Printer
  - 3. Modem
  - 4. Software comparable to office
  - 5. PC Anywhere (Gov't provided) and associated training
  - 6. Word (Gov't provided)
  - 7. DGS or another software owned by NPS - (Government provided)

- d. Call in on FWP Day: If you are called into the office or have to travel on your FWP day, you lose the option to work at home that day. You don't get another day in lieu of that day.
- e. Snow Days: If the office is closed and it is your FWP day, you are required to work. If for some reason you cannot work that day (sick, day-care issues, other responsibilities) then you must take appropriate leave for that day.
- f. Annual/Sick Leave: To the maximum extent possible, attempts should be made to schedule annual or sick leave for FWP day to minimize days out of the park.
- g. Workload Impacts: During periods of heavy workload, FWP may be suspended.

## Section 5

- a. The first-level supervisor reviews an employee's request for FWP situations, recommends approval or disapproval, and submits the request through appropriate management channels.
- b. The approving official is the park Superintendent or his/her designee.
- c. Requests for approval may be processed by using the forms provided. No additional correspondence or narrative justification should be needed. For example, the request form provides a space for a concisely stated reason for the request. Forms may be handwritten.
- d. The forms listed below must be submitted to the approving official. The forms can be requested from the Administrative Office at the park.
  - 1. Request/Approval (FWP-1)
  - 2. Work Agreement (FWP-2)
  - 3. Supervisory/Employee Checkout (FWP-3)
  - 4. FWP Program Safety Checklist (FWP-4)
  - 5. FWP Report Form (FWP-5)
- e. Participants in the FWP are required to self-certify their time and attendance work sheet each pay period. Participants who are recovering from illness or injury may normally not work overtime without specific medical documentation.
- f. FWP arrangements are not an employee's right or condition of employment. FWP arrangements end when the work or personal situation for which it was approved no longer applies.

g. Termination of FWP

1. Management may end participation at any time and for any reason. Examples of reasons for termination include but are not limited to: a decline in performance, a determination that the program failed to benefit the organization, communications problems, conduct problems, disciplinary issues, etc.
  2. Whenever feasible, management will provide a written advance notice of termination, but termination may be immediate and without prior written notification or justification if circumstances interfere with providing advance notice.
  3. Employees may also request to end participation in the FWP at any time. In this situation, management will make arrangements for the employee to return to the main work site as quickly as possible.
- h. A file containing the completed FWP-1, Request/Approval; FWP-2, Work Agreement; FWP-3, Supervisory/Employee Checkout; Medical Certification (if appropriate); FWP-4, Program Safety Checklist; and FWP-5, Report, is required to be maintained for each employee participating in the program. The file should be submitted to the Park Personnel Administrator prior to participation in the program.
- i. Equipment needs arising from medical conditions to facilitate reasonable accommodations, and to meet special financial hardship requirements will be considered on a case-by-case basis. Any needed equipment may be supplied by the employee on his/her own volition and at his/her own expense, but it will **not** be covered under government tort claim provisions. Any software licenses pertaining to personally owned equipment must not be violated. Maintenance and repair of personally owned equipment will be the responsibility of the employee.
- Office supplies should normally be obtained at the regular work site. In unusual cases, miscellaneous expenses will be reimbursed by obtaining an approved DI-1 with appropriate Procurement signatures.
- j. All computer security regulations, procedures, and guidelines apply and must be complied with to protect sensitive information and computer hardware and software. The appropriate computer security representative should be consulted to review regulations, procedures, and guidelines. Software licensing agreements must be strictly observed as outlined in the agreement.
- k. Tax deductions normally do not apply for use of the home as a place of work under the FWP Program. Employees should be encouraged to seek tax advice if needed to determine any entitlements as a result of working at home.
- l. Home Owner's Insurance. Employees should notify their insurance companies.

- m. OSHA requirements apply and employees who work at home are covered by workers' compensation. **This is one of the primary reasons that the safety checklist must be accomplished in each case.**
  
- n. Participants should be advised to check such items as zoning regulations and protective covenants with respect to working at home. However, the FWP Program is viewed as an alternative work site and not a business operated from or based in the home.

**(FWP-1)**  
**NEW YORK AND NEW JERSEY NATIONAL PARKS**  
**FLEXIPLACE REQUEST/APPROVAL**

EMPLOYEE: \_\_\_\_\_

POSITION TITLE, SERIES AND GRADE:

EMPLOYING PARK/OFFICE:

OFFICIAL DUTY LOCATION: \_\_\_\_\_

FWP DUTY LOCATION:

FWP PERIOD FROM \_\_\_\_\_ TO \_\_\_\_\_

Briefly describe anticipated benefits to organization:

Requesting Employee's Signature:

Approval/Disapproval recommended (circle one).

Reasons:

Supervisor's Signature:

Approval/Disapproval (circle one).

Superintendent \_\_\_\_\_ Date

(FWP-2)

**NEW YORK AND NEW JERSEY NATIONAL PARKS  
FLEXIPLACE WORK AGREEMENT**

EMPLOYEE:

EMPLOYING PARK/OFFICE:

OFFICIAL DUTY LOCATION:

FWP ADDRESS:

FWP PERIOD FROM \_\_\_\_\_ TO

\_\_\_\_\_

TOUR OF DUTY:

The following constitutes an agreement between the Employee and the New York and New Jersey National Parks, and the National Park Service, on the terms and conditions of participation in the FWP.

1. Employee participates in this program on a voluntary basis and agrees to adhere to the guidelines and policies.
2. Normal overtime, credit hours, compensatory time, etc., rules and procedures apply for FWP participants.
3. Employee's official duty station and FWP location are listed above. All pay, leave, and travel entitlements will be based on the employee's official duty station.
4. Employee's timekeeper will have a copy of the employee's FWP schedule. Employee's time and attendance will be recorded as performing official duties at the official duty station. Employee must certify Time and Attendance worksheets/reports.
5. Employee's FWP schedule and FWP phone number will be a matter of information to be shared with persons conducting business with the employee/employer.
6. Employees must obtain supervisory approval before taking leave in

accordance with established office procedures. **If an emergency closing of the regular work site occurs, or if employees are excused from reporting due to severe weather, etc., employees working under FWP, and who were scheduled to spend that entire day working at home, may not be excused.** By signing this agreement, employee agrees to follow established procedures for requesting and obtaining approval of leave.

7. If the employee works overtime that has been ordered and approved in advance he/she will be compensated in accordance with applicable law, regulation and guidance. By signing this agreement, employee agrees that performing unauthorized overtime work may result in his/her termination from the FWP Program or other appropriate action.
8. If Government equipment is provided for use by the employee, the employee must obtain written permission in accordance with Department of Interior Manual 410. Use and protection of Government equipment must be in accordance with FIRMR Bulletin 30, October 15, 1985; NPS-44; Contracting and Property Management Numbered Memorandum NAR-ACP-34, dated December 31, 1993, and Contracting and Procurement Numbered Memorandum NAR-ACP-82, dated June 12, 1992. Government-owned equipment will be serviced and maintained by the Government. Government-procured software for use at the FWP location will be licensed to the Government. Employee must comply with software license agreements. If employee provides own equipment, he/she is responsible for servicing and maintaining it. To the extent possible, computer security policies and guidelines will be implemented at the FWP location to protect the hardware, software, and data. Backup copies of software and data will be created periodically (normally daily, but at least weekly). Computer virus requirements and procedures will be complied with.
9. Provided the employee is given advance notice (usually at least 24 hours), the employee agrees to permit periodic home inspections by the employer of the employee's FWP work site at periodic intervals during the employee's normal working hours to ensure proper maintenance of Government-owned property and work site conformance with safety standards and other specifications in these guidelines.
10. Any accident or injury occurring at the FWP location must be brought to the immediate attention of the supervisor. Because an employment-related accident sustained by a FWP employee will occur outside of the premises of the official duty station, the supervisor must investigate all reports immediately following notification.
11. Employee agrees that his/her residence, if it is the FWP duty location, is a safe work environment.

12. The Government will not be liable for damages to an employee's personal or real property during the course of performance of official duties or while using Government equipment in the employee's residence, except to the extent the Government is held liable by Federal Tort Claims Act claims or claims arising under the Military Personnel and Civilian Employees Claims Act.
13. The Government will not be responsible for operating costs, home maintenance, or any other incidental cost (e.g., utilities) whatsoever, associated with the use of the employee's residence. By participating in this program the employee does not relinquish any entitlement to reimbursement for authorized expenses incurred while conducting business for the Government, as provided for by statute and implementing regulations. If the employee is authorized miscellaneous expenditures, the employee will promptly file claims for reimbursement of miscellaneous expenses using the appropriate form.
14. Employee is covered under the Federal Employee's Compensation Act if injured in the course of actually performing official duties at the official duty station or the FWP location.
15. Employee will meet the supervisor to receive assignments and to review completed work as necessary or appropriate.
16. Employee will complete all assigned work according to work procedures and according to guidelines and standards stated in the employee's performance plan.
17. Employee's job performance will be evaluated based on the performance plan (standards) established by the supervisor. The employee must maintain an overall performance rating of "Fully Successful."
18. As requested, the supervisor and the employee may be asked to complete surveys and performance ratings which summarize FWP impact on the office, the employee, the supervisor, and other organizational elements. Employee and supervisor agree to promptly complete and submit evaluation materials and to attend periodic meetings as required.
19. Employee will apply approved safeguards to protect Government agency records from unauthorized disclosure or damage and will comply with the Privacy Act requirements set forth in the Privacy Act of 1974, Public Law 93-579, codified at Section 552a, Title 5 U.S.C.
20. Employee may terminate participation in this program at any time. Management has the right to remove the employee from the program if the employee's performance declines or if the work at home assignment fails to meet organizational needs, or for other reasons.

21. Employee who is nonexempt from the Fair Labor Standards Act agrees to limit performance of officially assigned duties to the official duty station or to the FWP location, in accordance with the official work schedule on record. Failure to comply with this provision may result in loss of pay, termination of the FWP arrangement, and/or other appropriate action including disciplinary action.
  
22. FWP work agreements are initially approved for no more than 6 months. Upon an evaluation by the first-line supervisor that shows positive reasons for renewal, the FWP Request/Approval (FWP-1) must be submitted for approval. Renewals are for no more than 1-year at a time and the employee must sign a new FWP Work Agreement (FWP-2).

**SIGNATURES:**

**SUPERVISOR:**

**DATE**

**EMPLOYEE:**

**DATE** \_\_\_\_\_

(FWP-3)

**NEW YORK AND NEW JERSEY NATIONAL PARKS FWP  
SUPERVISORY/EMPLOYEE CHECK OUT**

EMPLOYEE:

SUPERVISOR:

1. Employee has read the basic agreement between the New York and New Jersey National Parks and the American Federation of Government Employees, Local 3432 outlining policies and procedures of the program.
2. Employee has been provided with a work schedule.
3. Employee has been issued/has not been issued equipment. (circle as applicable)
4. Equipment issued by the agency is appropriately signed for and documented.  
Check as applicable:                    yes    no  
Computer  
Modem  
Telephone  
Desk  
Chair  
Other \_\_\_\_\_
5. Policies and procedures for care of equipment issued by the employer have been explained and are clearly understood.
6. Policies and procedures covering classified, secure, or Privacy Act data have been discussed, and are clearly understood.
7. Requirements for an adequate and safe office space and/or area have been discussed, and the employee certifies those requirements are met.
8. Performance expectations, time and attendance and leave instructions have been discussed and are clearly understood.
9. Employee understands that the supervisor may terminate employee participation at any time, in accordance with established administrative procedures and union negotiated agreements.

**SUPERVISOR'S SIGNATURE**

**EMPLOYEE'S SIGNATURE**

(FWP-4)

**NEW YORK AND NEW JERSEY NATIONAL PARKS  
SAFETY CHECKLIST**

NAME:

TELEPHONE: Home

The following checklist is designed to assess the overall safety of the alternate work-site. Each participant must read and complete the safety checklist. Upon completion, the checklist should be signed and dated by the employee and immediate supervisor.

The alternate work-site is:

Describe the designated work area:

- 
- |     |   |     |    |
|-----|---|-----|----|
| 1.  | Is the space free of asbestos containing materials?   | Yes | No |
| 2.  | If asbestos containing material is present, is it undamaged and in good condition?  | Yes | No |
| 3.  | Is the space free of indoor air quality problems?   | Yes | No |
| 4.  | Is the space free of noise hazards (in excess of 85 decibels)   | Yes | No |
| 5.  | Is there a portable (drinkable) water supply?   | Yes | No |
| 6.  | Is adequate ventilation present for the desired occupancy?  | Yes | No |
| 7.  | Are lavatories available with hot and cold running water?   | Yes | No |
| 8.  | Are all stairs with 4 or more steps equipped with handrails?  | Yes | No |
| 9.  | Are all circuit breakers and/or fuses in the electrical panel labeled as to intended service?   | Yes | No |
| 10. | Do circuit breakers clearly indicate if they are in the open or closed positions?   | Yes | No |
| 11. | 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 fixed to the ceiling)? | Yes | No |

12. Will the building's electrical system permit the grounding of electrical equipment? Yes \_\_\_\_\_ No \_\_\_\_\_
13. Are aisles, doorways and corners free of obstructions to permit visibility and movement? Yes \_\_\_\_\_ No \_\_\_\_\_
14. Are file cabinets and storage closets arranged so drawers and doors do not open into walkways? Yes \_\_\_\_\_ No \_\_\_\_\_
15. Do chairs have secure casters (wheels)? Are the rungs and legs of chairs sturdy? Yes \_\_\_\_\_ No \_\_\_\_\_
16. Is the office furnished properly? Yes \_\_\_\_\_ No \_\_\_\_\_
17. Are the phone lines, electrical cords, and extension wires secured under a desk or alongside a baseboard? Yes \_\_\_\_\_ No \_\_\_\_\_
18. Is the office space neat, clean and free of excessive amounts of combustibles? Yes \_\_\_\_\_ No \_\_\_\_\_
19. Are floor surfaces clean, dry, level, and free of worn or frayed means? Yes \_\_\_\_\_ No \_\_\_\_\_
20. Are carpets well secured to the floor, and free of frayed or

worn seams?

Employee Signature

Date

Immediate Supervisor's Signature

Date

**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.**

(FWP-5)

**NEW YORK AND NEW JERSEY NATIONAL PARKS  
FWP REPORT FORM**

NAME \_\_\_\_\_

DATE OF REPORT \_\_\_\_\_

EMPLOYEE OFFICE \_\_\_\_\_

POSITION TITLE \_\_\_\_\_ GRADE \_\_\_\_\_

NO. OF YEARS NPS SERVICE \_\_\_\_\_ LAST  
RATING \_\_\_\_\_ WORK

SCHEDULE:

HOME

WORKPLACE

DAYS \_\_\_\_\_ HOURS \_\_\_\_\_

DAYS \_\_\_\_\_

HOURS \_\_\_\_\_ BEGINNING DATE:

EQUIPMENT PROVIDED:

ANTICIPATED BENEFIT TO ORGANIZATION:

ANTICIPATED BENEFIT TO EMPLOYEE:

BRIEF DESCRIPTION OF DUTIES:

**ARTICLE 31**  
**HOLIDAYS**

Section 1.

Employees shall be entitled to all national holidays now prescribed by Federal law and any that may be added later by Federal law or designated by Executive order.

Section 2.

Those employees who are required to work on national holidays, and who are eligible for holiday pay, shall be paid in accordance with existing law, regulations and directives.

**ARTICLE 32**  
**DISTRIBUTION OF THE AGREEMENT**

Section 1.

The Employer shall be responsible for providing an electronic version of this Agreement to all employees in the Bargaining Unit. The Union will be provided with an additional Thirty (30) copies of the Agreement.

The representatives of the Northeast Region, National Park Service (Employer) and Local 3432 of the Federation of Government Employees (Union) having met in negotiations September 7, 8, and 9, 2004, the undersigned, on behalf of the Employer and the Union, do hereby certify the foregoing labor agreement as the negotiated agreement between the parties. This agreement is hereby ratified by the parties and forwarded for final approval.

For Management

[Redacted Signature]

MAY 26, 2005

For Local 3432

[Redacted Signature]

MAY 26, 2005

[Redacted Signature]

MAY 26, 2005

Approved: 6/13/05  
(Date)

[Redacted Signature]

U.S. Department of the Interior