

The Protection Ranger



The Newsletter of the National Park Rangers Lodge, Fraternal Order of Police

Vol. VI • No. 2 • 1995

A Place at the Table

Federation Of U.S. Law Enforcement Park Rangers Proposal For Collective Bargaining

The National Park Ranger Lodge has taken the initial steps to form a collective bargaining unit. This independent organization will be called the Federation of United States Law Enforcement Park Rangers (FUSLEPR). If you have suggestions for another name, please send them in ASAP. A show of interest postcard will be included in the next issue of the Protection Ranger. This postcard gives you the chance to officially declare that you are interested in seeing us continue with the process of forming a bargaining unit. Please take the time to read the following information so that you will become more familiar with the processes and issues involved.

Why Do We Need Collective Bargaining?

At present, park administrators and WASO are not legally obligated to listen to our concerns or consult with us on matters of policy change. That they do at all is a credit to our persistence and preparedness in researching issues. Our willingness to work with WASO and other agencies in a non-confrontational manner has been one of the keys to the success of our Lodge. However, it has become apparent recently that, if they choose, WASO and park managers will put major policy changes into effect without consulting anyone (see article on USPP takeover at Statue of Liberty). We firmly believe that the only way to ensure that this does not happen again is by forming a collective bargaining unit.

Why Would a Bargaining Unit Have Prevented the Statue "Take over?"

One of the more disturbing aspects of the situation that has occurred at the Statue of Liberty is that Ranger Activities was not consulted before the "conversion" to the U.S. Park Police was made! This action clearly shows that park administrators and WASO can and will do whatever they want without considering how it might affect the lives of those involved.

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Labor Committee Report

NPS Director and Senior Field Director Respond to Lodge Letter

The Lodge received the written responses from NPS Director Roger Kennedy and NPS Senior Field Director John Cook. These letters are the official responses to the letter we sent the NPS expressing our concerns about ranger careers and the displacement of park rangers from the Statue of Liberty (STLI).

The Ranger Careers Program: Both letters fail to mention any plans for protection rangers to assume the management and control of ranger based law enforcement programs. Both letters state that the individual Field Directors will determine how the park police are utilized in their respective regions (no National policy). Thus, both letters indicate that USPP might continue to manage ranger based law enforcement programs. Both letters clearly state that USPP will be assigned to a number of the System Support Offices (SSO's). We have heard that park police will continue to be managing ranger based law enforcement programs in some regions. We have also heard that in other regions the park police will be subordinate to a park ranger or special agent. The FOP would support the latter arrangement where park police are assigned to regions as support personnel. We do not support a continuation of the status quo.

Displacement of Park Rangers at Statue of Liberty Here is a brief summary of the current situation at STLI:

The transition from ranger based law enforcement to park police based law enforcement at STLI IS NOT going smoothly. STLI rangers are working extremely long hours - roughly 20-30 hours of overtime per pay period. It is common for rangers there to work on one and, sometimes, both of their normal lieu days.

A clear chain of command (revised organizational chart) has yet to be released at STLI. Rangers have been advised that there will be a meeting on May 5, 1995 where they expect the managers will be explaining the status of the transition.

With the announced transition to Park Police control of law enforcement operations, it was expected that the Park Police would bring in as many officers as was needed to completely staff the law enforcement division. This simply has not happened.

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MOVING?
Write or call our 800#
1-800-407-8295 with your new address.

Labor Committee Report from p. 1

Currently, as a result of the announced transition, the Park Police have one Lieutenant and three sergeants assigned to STLI. The NPS has not yet announced the arrival date for any Park Police privates. The Park Police is currently recruiting for 50 entry level positions.

One of the reasons stated for not consulting RAD and generally discussing the transition was out of concern for the security of the Statue. This rationale seems very questionable when one sees that the USPP did not assume full control of the law enforcement program immediately after the transition.

The reality is that Park Rangers are still doing the law enforcement at STLI.

It also questionable that recruiting was a problem that can be tied to the backs of the Park Rangers. Managers never offered relocation bonuses (as allowable in the 1991 FLEPRA) to encourage recruitment and retention of Park Rangers in a high cost of living area. Also, STLI managers never upgraded their field rangers from GS-5's to GS-7's in the mid 1980's when a majority of other parks raised the "journey ranger grade" long before Ranger Careers. And housing has always been a problem at STLI where higher level managers and supervisors were provided housing while lower graded employees were made to fend for themselves in the high cost of living and housing (rental - purchase) area surrounding the STLI.

To top things off, according to the STLI Superintendent, it will take four to five years to complete the transition. The STLI Superintendent recently sent funding to the Park Police so they could pay for training some Park Police from the next recruit class. The reporting date for these recruits is at least four months off depending upon when they finish training.

As STLI rangers are leaving, they are not being replaced by Park Police officers. Is this the same SMOOTH TRANSITION that we are told took place at STLI?

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As a bargaining unit, federal law provides that: "Any labor organization [e.g. the FUSLEPR] having national consultation rights in connection with any agency [e.g. the NPS]... shall be informed of any substantive change in conditions of employment proposed by the agency and be permitted reasonable time to present its views and recommendations regarding the changes.

The agency shall consider the views or recommendations before taking final action...the agency shall provide the labor organization a written statement of the reasons for taking the final action." [5USC 7113]

"A labor organization which has been accorded exclusive recognition is the exclusive representative of the employees in the unit it represents and is entitled to act for, and negotiate collective bargaining agreements covering, all employees in the unit. [It] is responsible for representing the interests of all employees in the unit it represents... [5 USC 7114]

Tortured government syntax aside, this simply means that WASO would have to consult us before making any major policy changes and would have to negotiate with us on these issues in good faith. If we disagree with their decisions, we can present the problem to the Federal Labor Relations Authority to help resolve the disagreement.

The Federal Labor Relations Authority was created to ensure that bargaining is truly done in "good faith." The FLRA is an

independent, neutral, full-time authority overseeing labor management issues in the federal sector. It also determines what constitutes a bargaining unit (based on "community of interest" among the employees) and who can or cannot be a member.

What Differences Will There Be If We Become a Bargaining Unit?

Once we became recognized as the exclusive bargaining unit for U.S. Law Enforcement Rangers under the Federal Labor-Management Relations Statute (Title VII of the Civil Service Reform Act of 1978), there are outlined very clear rules describing the rights and obligations between rangers, park administrators, WASO and OPM. Rangers would then be represented by the FUSLEPR in all negotiations on working conditions. Negotiations between the FUSLEPR and WASO would be supervised by the Federal Labor Relations Authority (FLRA) and include specific rights of appeal and third party arbitration in the event serious disagreements arise between rangers and administrators. We would also retain a law firm to represent rangers in any grievances or adverse actions they might be involved in (again, under special statutory provisions available only to unions).

A major area of contention between labor and management is in defining the range of negotiable issues. Bargaining by federal unions may not change federal law nor may it affect the merit system promotion concept. That is, hiring, transfers and promotions must be based solely on merit considerations and collective bargaining cannot interfere with that process.

Collective bargaining is permitted in such areas as the technology, means, and methods of performing the agency mission as well as conditions of employment. Bargaining is also mandatory to decide procedures for resolving grievances. Safety, physical fitness standards, equipment (including uniform items and standards), and some aspects of position descriptions are examples of negotiable issues. A ranger may request the assistance of the FUSLEPR to assist in matters such as disagreements over comp. time, travel status and pay, when he or she is the subject of disciplinary action by the Service, where smoking is or is not permitted and even where the employee sits in the office.

Further, when a rule or regulation is proposed by the Park Service, at any level, the bargaining unit may challenge the Service to show that there is a compelling need for the new proposal. The agency must prove that need, and is required to release any relevant documentation and statistics to the FUSLEPR to prove it. Again, the FLRA can hold hearings to decide if the need exists. The FUSLEPR, then, can represent us not only on the larger issues from WASO and Interior that affect all of us, but in the day to day issues of our immediate working environment. Most importantly, of course, individual Park management or WASO is required by law to listen and respond to our concerns in good faith.

Why Form Our Own Bargaining Unit?

The FOP has been extraordinarily successful at gaining improvements in working conditions and equipment for police officers at the local and state level. Unfortunately, because the FOP is a state based organization they are, at present, unfamiliar with organizing a collective bargaining unit at the federal level under the purview of the Federal Labor Relation Board. We strongly believe that if we form our own unit we will be able to more effectively address the issues that are pertinent to resource protection. If we were to join a "generic" union such as AFGE we would have to compete for attention with the other groups represented. While forming our own bargaining unit is a more labor intensive process we believe that it is our best alternative.

How Will the Unit Be Organized?

A President and board of directors would be elected. In each park or group of small parks a person must be designated as the shop steward. Their responsibilities could include: Advising Management and the Union of potential problem areas, advising or assisting rangers to seek resolution of complaints, and determining the merits of a ranger's complaint. These persons would receive formal training on how to perform these duties.

Who Cannot Be a Member?

Management Officials: defined as "an individual employed by an agency in a position the duties and responsibilities of which require or authorize the individual to formulate, determine, or influence the policies of the agency"; and **Supervisors:** defined as "an individual employed by an agency having authority in the interest of the agency to hire, direct, assign, promote, reward, transfer, furlough, lay off, recall, suspend, discipline, or remove employees, to adjust their grievances, or to effectively recommend such action, if the exercise of the authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgment." However, a number of Rangers might be exempt from this restriction if they perform firefighting duties.

What Is the Firefighter Exception?

"Any employee engaged in the performance of work directly connected with the control and extinguishment of fires or the maintenance of firefighting apparatus and equipment" and who does not "devote a preponderance of their employment time to exercising such [the supervisory] authority" are considered exempt from the supervisory restriction.

I'm a Supervisor, What about Me?

We will be arguing that our first line supervisors should be included as voting members in the bargaining unit. In our petition we will be including our justification as to why we feel this is so. Please indicate in the space provided on the show of interest post card your level of supervision i.e. first line, second line, manager, etc. In the event FLRA rules against us your cards cannot be included in the 30% for the show of interest vote nor will you be allowed to vote in the representation election. You will, however, be entitled to all legal services afforded voting members. Whether a voting member or not, in the event that the FUSLEPR becomes our exclusive representative, all rangers will enjoy the benefits of a national contract and having the FUSLEPR bargain for rangers on policy matters.

How Do We Form a Bargaining Unit?

In the next issue of the *Protection Ranger* there will be a post card enclosed. This card will ask if you are interested in being represented by a bargaining unit (the FUSLEPR) for purposes of collective bargaining. All that is required is that you complete the information that it asks for. A designated person in your park or chapter will collect the cards and return them to the Lodge. If you are not in a chapter, the return address has been printed on the card. (If you are working in a park that is currently already represented by a bargaining unit you should not return the card.) Please see the President's Report in this issue for a list of these parks. These cards, along with a petition for exclusive representation, will be completed and sent to the FLRA. 30% of eligible rangers must return the cards indicating that they are interested in forming a bargaining unit. After this step is completed the FLRA will then hold an election among all eligible rangers. The bargaining unit will be certified as the exclusive representative of L.E. Rangers if at least "50% plus one" of you vote to be represented.

Can Seasonals Be Members?

Absolutely. The initial election, though, will only be open to currently employed, non-Administrative or supervisory, rangers. Dues will only be collected while you are employed.

If a Bargaining Unit Is Approved, Do I Have to Join?

No. Membership is entirely voluntary. Although we will, of course, actively encourage all law enforcement rangers to be members, you cannot be forced or in any way coerced to join — even if you initially voted in support of creating a bargaining unit during the show of interest vote. In addition, you will still be able to use union grievance procedures even though not a member.

Can I Still Be a Member of the Ranger Lodge of the FOP Even If I Don't Join the Bargaining Unit?

Yes, you can be a member of either.

What about Dues?

This will depend on the number of rangers who actually join the bargaining unit. It is our hope to have dues around \$7.00 per pay period. This would include your FOP membership and entitle you to complete legal representation. Completing the direct deposit form for Lodge dues will greatly facilitate the transition to collecting dues for the bargaining unit. If you have not done so already please complete and return the "Request for Payroll Deduction" form to the Lodge.

How Would Having Representation under the FUSLEPR Affect the Activities of the Ranger Lodge?

The Ranger Lodge and Park FOP Chapters would still be involved in community projects (D.A.R.E programs, highway cleanups) as well as act in an advisory capacity to the Labor Council. For those not wishing to be Bargaining Unit members, they would still be active in local park reforms. It will still function as a forum for those supervisors and administrators who cannot be in the union.

Wouldn't a Bargaining Unit Create an "Us vs. Them" Atmosphere? Wouldn't Having One Destroy the Special "Park Service Family" We Have?

Historically, bargaining units—or unions—have sometimes gotten a bad reputation. Many people, including more than a few rangers we've talked to, visualize union meetings as taking place in smoke filled rooms with management and labor shouting out exchanges of threats and accusations. This is simply not the case.

Today, 85% of all civilian federal employees, and virtually all uniformed federal law enforcement employees, are represented by collective bargaining units. The U.S. Park Police have been represented by a bargaining unit since 1985! Most relations between union and management take place in a quiet and open atmosphere, which is marked at times by disagreements, but rarely by open strife. In most negotiating situations, each side recognizes the legitimate needs of the other and strives to maintain a relationship that is based on mutual respect and similar mission.

In October of 1993 the President signed Executive Order 12871, "Labor Management Partnerships." The order is designed to: "change the culture of Federal labor-management relations so that managers, employees, and employees' elected union representatives work together as partners in designing and implementing comprehensive changes needed to reform Government." Shortly thereafter an MOU was signed by the

Secretary of Interior and the Presidents of NFFE and AFGE. This document, in essence, shows that DOI and the existing unions "recognize that a partnership relationship between labor and management is essential."

For almost 15 years rangers have been making good faith efforts, through both ANPR and more recently the FOP, to have our concerns recognized by WASO and Interior. Too often these efforts have been ignored. Rarely have we been consulted with on issues that affect us. Collective Bargaining, with the FUSLEPR as our chosen representative is the most logical step we can take to ensure that we are consulted when changes are proposed. Collective bargaining will also ensure that individual rangers have access to professional representation in disputes with supervisors or the Service.

Joining a collective bargaining unit is not a hostile act towards the Service which would disrupt the "family" tradition that has developed over the years. It will be an opportunity for us to strengthen that family by guaranteeing that effective and constructive dialogue takes place between rangers, park administration and WASO.

Nor is collective bargaining, as it is often portrayed, carried out in a confrontational manner. On the contrary, it is a professional process. Parties who respect the needs and opinions of each other come together for the purpose of reaching mutually acceptable agreements. Agreements which will benefit rangers, management and, most of all, our National Parks.

All along our goals have been no more, and no less, than "To secure an equal voice in the development of policies and decisions that affect us all--a place at the table."

Special acknowledgment and thanks to Art Schneider, President of Local 2066 of the National Federation of Federal Employees for using parts of his article "Unionization In the Federal Government" from the NFFE Forest Service publication, "Union Vision" March, 1991.

Lodge Follow-up Response: To formulate our Lodge's official follow-up response letter to the NPS Director and Senior Field Director, the Labor Committee asks each member to carefully read these letters and then send us (call or write) your opinion. The text of our follow-up letter will be re-printed in the next issue of PRORAN.

Letter from National Park Service Director Kennedy

Mr. Randall Kendrick and Mr. Chris Cruz
Presidents of the U. S. Park Rangers Lodge of the
Fraternal Order of Police

Dear Gentlemen:

Thank you for your letter of January 25, 1995, inquiring about recent decisions of the National Park Service (NPS) to replace National Park Rangers with U.S. Park Police at the Statue of Liberty and Ellis Island, and proposals to furnish U.S. Park Police for each new System Support Office.

As you know, the transition to U.S. Park Police at the Statue of Liberty is underway. This action has my approval as well as the approval of the Department of the Interior. It is being taken to solve difficult ranger recruiting and retention problems that have long plagued the monument. Superintendent Belkov and Regional Director Rust put forth a convincing argument that in this urban enforcement situation, most of the protection problems at the Statue of Liberty could best be solved by replacing National Park Rangers with U.S. Park Police. The New York Field Office of the U.S. Park Police was readily

available to immediately support this conversion.

We will not be substituting U.S. Park Police for National Park Rangers in Systems Support Offices. U.S. Park Police Captains may continue to serve in regional offices or System Support Offices as determined appropriate by the local field director. The staffing of the new System Support Offices will be fully discussed at the March 16 meeting of the National Leadership Council. Following that meeting, I will be able to provide instructions regarding the filling of vacant Regional Law Enforcement Specialist positions, formerly held by U.S. Park Police Captains. Until then, no vacant Regional Law Enforcement Specialist positions may be filled.

There are many difficult decisions that must be made regarding downsizing of the NPS, however, I remain fully committed to the ideals and principles of the Ranger Careers Program.

Thank you and your organization for your continued support and dedication to the mission of the NPS.

Sincerely, Signed by John Reynolds for Roger G. Kennedy,
Director

Letter from Senior Field Director Cook

Randall Kendrick
Secretary, U. S. Park Rangers Lodge, Fraternal Order of Police
Dear Mr. Kendrick:

By now you've probably received a response from the Washington Office of the National Park Service to your letter expressing concerns about the management of the NPS law enforcement program. We sincerely hope that all of your concerns have been addressed satisfactorily.

I think you and many other members of the U.S. Park Rangers Lodge of the FOP know that I have always strongly supported the professional interests of Park Rangers and was a very vocal spokesperson for the Ranger Careers initiative. The rangers do an excellent job and, in my opinion, are the premier visitor and resources protection occupation of the National Park Service. However, we think it is important to remember that the United States Park Police are also employees of the National Park Service and have a long history of doing a fine job in their particular areas of expertise; namely, the urban law enforcement programs of Washington, D.C., San Francisco, and New York City. In addition, the U.S. Park Police have specialized expertise in a number of areas that U.S. Park Rangers don't normally have the opportunity to develop (for example, the crowd control activities associated with the White House, demonstrations, and other urban law enforcement issues.).

We don't think anyone would disagree that rangers are every bit as capable as Park Police to staff the support functions in regional offices or future system support offices. However, we believe that the Service and rangers have also benefitted by the presence of Park Police in central office positions. We have developed an effective working relationship as well as a better understanding and appreciation of the unique roles of each occupation. As far as expanding the number of U.S. Park Police in central office roles or in the parks themselves, the needs of the parks will drive those decisions. We think it is unlikely that we will see ranger careers or ranger activities significantly impacted. The proposed Inter-Mountain Field Area consists of three clusters. The program managers (regional chief rangers) and superintendents representing the clusters recommend that two U.S. Park Police captains continue to support parks within the three proposed clusters. These positions will be located in Santa Fe and Denver. There will be no U.S. Park Police in the Field Directors Office.

The National Park Service Park Ranger uniform is the appropriate protection uniform in most parks. It is the uniform the public expects and for decades has developed tremendous respect. The Park Ranger is the most visible symbol of the National Park Service.

Please don't hesitate to contact us and express your thoughts and concerns at any time.

Sincerely,
John E. Cook, Regional Director, Rocky Mountain Region

Law Enforcement Availability Pay for 1811's and 6(c) Law Enforcement Pay for Supervisors

The NPS appears to be the only agency that has yet to start paying Availability Pay (Replaced AUO) to NPS Special Agents and Criminal Investigators (1811's). The NPS also appears to be delaying payment of 6(c) law enforcement pay to both supervisors and some 1811's. We spoke with the Department of the Interior about this matter and we have sent a follow-up letter asking for resolution of this matter. It is not clear why the NPS is delaying these payments as they are mandated by law and the NPS will eventually have to comply with the law. If we were a collective bargaining unit, this matter would not be taking so long to resolve as the FLRB would intervene and order the NPS to comply with federal law.

Important Retirement Information

Dan Kirschner, VP for External Lodge Affairs

How many federal employees understand the CSRS and the FERS programs? We suspect that not many of you do, as evidenced by the large number of calls and letters we receive on these programs. We researched the matter and found that the OPM has published a document called, "YOUR FEDERAL RETIREMENT BENEFITS". We have been unable to secure extra copies of this 111 page document, but we strongly suggest you contact your park's personnel office, or the OPM, to obtain a personal copy. This document spells out information on a myriad of retirement issues and is a must read for all federal employees. Remember, it is never too early to plan for your retirement.

As you know, we have been investigating whether law enforcement overtime is included in Basic Pay as part of the formula for calculating the high three for the law enforcement retirement annuity. We know that AUO and Availability Pay qualify, but we have received conflicting reports about whether irregular overtime qualifies. We think overtime should count because AUO and Availability pay is based on the fact that law enforcement officers routinely work large blocks of overtime in the performance of their duties. If you know the answer to this question, or if you have documentation such as the statute, or reference to the statute, please contact the Lodge.

In this above mentioned OPM document we found the following statement, "Basic Pay is the pay set by law or regulation. It does not include bonuses, occasional overtime pay, military pay, cash awards, holiday pay, or travel pay outside regular tour of duty. It does include within-grade pay increases, night differential pay

for wage grade employees, WB employees, environmental differential pay, premium pay for stand-by time affecting primarily firefighters, and premium pay for irregular, unscheduled overtime for law enforcement officers." If the statement that overtime for law enforcement officers counts toward basic pay proves to be true, which we hope it will, this will have a very positive impact on your retirement annuity, especially if you work a lot over overtime.

We also noted that Wage Grade employees, and not GS employees, had night differential pay added into the basic pay calculation. We will also be investigating why Sunday pay and hazard pay are not added into the basic formula since these monies are taxed as income and work is regularly scheduled for nights, Sundays, and in dangerous conditions. (*Editor's note: Your dues at work. If we can't find the answers, we hire our lawyers to research these issues.*)

We have also received several questions about the benefits of 6 (c) retirement versus regular CSRS retirement. OPM's book shows both formulas and sample calculations. Some brief examples are shown in this entry. When looking at these

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Application For Membership

I, the undersigned, a full-time regularly employed law enforcement officer, do hereby make application for active membership in the National Park Rangers Lodge, FOP. If my membership should be revoked or discontinued for any cause other than retirement while in good standing, I do hereby agree to return to the Lodge my membership card and other material bearing the FOP emblem.

Name: _____

Signature: _____

Address: _____

City: _____

State: _____ ZIP: _____

DOB (required): _____

Permanent Rangers: \$52/year (or \$2/pay period using Form 1199 Payroll Deduction. Call 800-407-8295 for instructions).

Seasonals: \$35/year.

Both seasonal and permanent members are entitled to coverage from our Legal Assistance Fund for Service related problems.

Associate (non-Commissioned) & Retired Membership (Newsletter only): \$35/year.

Enclose a copy of your commission (new members only).

NPS Area: _____

Mail to: FOP Lodge, P.O. Box 151, Fancy Gap, VA 24328

formulas, the high-3 average pay is the largest annual rate resulting from averaging over any period of three consecutive years of creditable service, an employee's rates of basic pay in effect during that period. The three years of service need not be continuous, but must be consecutive periods of service. The CSRS 6(c) retirement annuity formula is: $2.50\% \times (\text{AVG. Hi-3 Basic Pay}) \times 20 \text{ years} + 2.00\% \times (\text{AVG. Hi-3 Basic Pay}) \times (\text{years in service over 20 years}) = \text{Basic Annuity}$. Basically, CSRS law enforcement officers earn 50% of their Hi-3 Pay for 20 years of service. If they go over 20 years, they earn another 2% per year. We are investigating whether sick leave can be added into the annuity for a person exceeding 80% of the Hi-3 average salary as is allowed in regular CSRS retirement.

The regular (non-law enforcement) CSRS retirement formula is: $1.50\% \times (\text{AVG. Hi-3}) \times 5 \text{ years} + 1.75\% \times (\text{AVG. Hi-3}) \times 5 \text{ years} + 2.00\% \times (\text{AVG. Hi-3}) \times \text{Remaining years}$. The shortcut method is to take your years of service, subtract 2 years, multiply that number by 2, then change that number into a percent and multiply by your Hi-3. Example using employee who worked 35 years: 35 minus 2 equals 33. 33 times 2 equals 66. 66% times Hi-3 equals basic annuity.

6(c) Update

Dan Kirschner

Overall, we have mostly good news to report. There are still some problems relating to 6(c) (1991 Law Enforcement Pay Reform Act) backpay issues, but these will eventually be resolved as the NPS and DOI become more familiar with the 6(c) system.

THE FERRIER STANDARD: The OPM chose not to appeal the Ferrier case. This means that we now have the Ferrier Standard. In a nut shell, if you primarily investigate, apprehend, detain and transport persons convicted or suspected of violating the criminal laws of the U. S., then you qualify for 6(c) coverage. To those of you who sent in the money that was needed to defend Ferrier, our sincerest thanks. Your contributions made it possible for us to give him the best possible legal assistance. Officer Ferrier recently called the Lodge to express his gratitude and he stated, "I'll be a member of the Park Ranger Lodge for life."

ALL CSRS 6(c) PAST COVERAGE CLAIMS PROCESSED BY JUNE 30, 1995: The DOI announced that all CSRS 6(c) past coverage claims will be processed by June 30, 1995. In a matter of months, you will be receiving notice about the decision on your individual claim. We expect a majority of the claims to be approved.

We knew Ferrier would set the precedent for land management law enforcement patrol duties as being 6(c) qualifying work. What Ferrier also did was convince the DOI that there was no reason to further delay the processing of the 6(c) past coverage claims for land management law enforcement officers.

FERS 6(c) PAST COVERAGE CLAIMS: The DOI and NPS will soon be making a decision on how to process all the FERS 6(c) past coverage claims. With the Ferrier Standard, we hope that the DOI & NPS will not require FERS employees to file 6(c) past coverage claims as detailed as the 6(c) claims filed by CSRS employees.

One thing to remember here: WASO sent out a memo explaining that they would seek past coverage for the position you were in on July 10, 1994 (the implementation date of the first phase of ranger careers). Theoretically, this means is that if you have been in the same position (same park, same position) all through your NPS law enforcement career, you wouldn't need to file a 6(c) past coverage claim. However, since this memo was issued some

months back, you should closely follow all future instructions regarding the proper filing of 6(c) past coverage claims. Keep checking the Morning Report and Clear Text.

EXTRA 1/2% & 6(c) BACKPAY: After your 6(c) past coverage claim is approved, the NPS will be collecting an extra 1/2 percent of your salary for all your past approved law enforcement time. Of course, you want to pay this money in, AS SOON AS THE NPS HAS PAID TO YOU ALL THE BACK LAW ENFORCEMENT [6(C)] MONEY THE GOVERNMENT OWES YOU! For the most part, we have been hearing that the NPS is going back to January 1, 1992 and making the proper adjustments, but to refresh your memory, and if you are one of those people who carefully reads your leave and earnings statements, read on.

On January 1, 1992 Section 403 of the FLEPRA establishes pay rates prescribing minimum steps within grades GS 3 through 9 for qualifying CSRS and FERS law enforcement officers. The minimum step within each grade changed in 1993, so you have to know which year you are considering. The 1993 minimums still apply.

The 1992 minimum pay rates were: GS-3/4; GS-4/4; GS-5/4; GS-6/3; GS-7/3; GS-8/3; GS-9/2; and, GS-10/2. The 1993 minimum pay rates are: GS-3/7; GS-4/7; GS-5/8; GS-6/6; GS-7/5; GS-8/3; GS-9/2; and, GS-10/2.

Don't forget to add in the minimum locality pay adjustment and you can see that if you are awarded past 6c coverage, you may need to file a backpay claim for the past few years.

The important thing to watch for is whether you were placed at the proper Grade & Step as the result of the July 10, 1994 conversions and promotions.

Example #1: On July 10, 1994, if you were a GS-7/Step 2 and you were promoted to GS-9. Since GS-7/Step 2 is below the minimum step for a law enforcement officer, you first go to the minimum step for law enforcement officers which for GS-7's in 1994 is Step 5 on the regular GS pay scale. You then go up two steps and find the salary rate for GS-7/Step 7. Then you compare this salary rate with the GS-9 rates and find that a GS-9/Step 1 salary is higher than a GS-7/Step salary, therefore you might think you would be a GS-9/Step 1. This is wrong, the minimum Step for GS-9 law enforcement officers in 1994 is GS-9/Step 2.

Example #2: On July 10, 1994, if you were a GS-5 and were promoted to GS-7, your minimum Grade and Step should be GS-7/Step 5 on the regular GS pay scale and GS-7/1 on the law enforcement pay scale.

For both examples above, you add in the correct locality pay adjustment to obtain your proper pay rate.

Many parks had GS-5s go to GS-7s for three months before going to GS-9s. If you did not at least earn GS-7/Step 5 pay (regular GS pay scale) plus the minimum 3.09% locality pay adjustment, from July 10 through October 2, 1994, you were improperly compensated for your labors. Talk with your supervisor and your servicing personnel office to have this problem corrected.

FLSA UPDATE

BACKPAY: This is a tough one. We have been working with the NPS to resolve this matter administratively, but some obstacles have arisen and it appears that we will have to file some FLSA backpay claims to establish a precedent. We are preparing the first case and will report on the outcome in upcoming issues.

OVERTIME RATE CALCULATIONS: During the research for this case, we stumbled upon a document called, "NATIONAL PARK SERVICE PERSONNEL MANAGEMENT LETTER NO. 92-20 (550) (551)(610) SUBJECT: NATIONAL PARK SERVICE OVERTIME POLICY. In this document, on pages 9 and 10, we find."C. Fair Labor Standards Act. Computation of overtime under FLSA is based on the employee's "regular" rate of pay. The "regular" rate is derived by totalling all includable payments made for all hours in a paid status for the week and dividing the result by the total hours in a paid status. The employee is then entitled to an additional one-half the regular rate for each hour worked beyond 40 for the week. The following types of payments are included in computing the regular rate of pay: basic rate of pay; night shift differential; hazard pay; Sunday premium pay; cost-of-living allowance; post differential; and, straight rate for hours worked on a holiday. The following are excluded in computing the regular rate: cash awards; and, other payments which are not for actual hours of employment.

As you can see, overtime based on REGULAR RATE OF PAY is higher than overtime based on the BASIC RATE OF PAY. Example: Take a salary of \$10/hour and a work week consisting of: 40 regular hours; one holiday (8 hours); one Sundays (8 hours); 20 hours at night differential; and, 5 hours of overtime. In this example if we calculate overtime as simply 1.5 times the basic rate we end up with gross pay of: $40 \times \$10 (400) + 8 \times \$10 (80) + 8 \times \$2.50 (20) + 20 \times \$1.0 (20) + 5 \times \$15 (75) = \595.00 . If we use the FLSA Regular Rates of overtime, you first add up the regular pay (400) + holiday pay (80) + Sundays pay (20) + night differential (20) = 520. Divide 520 by 48 = Regular rate of pay of \$10.83 per hour. Then multiply \$10.83 by 1.5 to obtain an FLSA overtime rate of pay of \$16.24 versus the exempt overtime rate of pay of \$15 per hour. We then multiply 16.24 by 5 (the number of overtime hours worked) to obtain an overtime figure of \$81.20. The non-exempt employee earned a \$601.20 for the week or \$6.20 more than the exempt employee. Multiply 6.20 times 52 weeks \$322.4 over the course of the year. Multiply 322.4 times 20 years of field work for a sum of \$6,448. While there isn't a holiday in every week, many employees work more night hours, this example did not include any hazard pay, this example was done with only 5 hours of OT per week, and this example was done with \$10 per hour and no adjustment for an increasing salary over the course of a 20 year career. So all in all, it isn't unreasonable to state that an FLSA non-exempt employee will earn anywhere from \$5,000 to \$10,000 (possibly more) more than an exempt employee over a 20 year period.

To make matters more complicated, there appears to be a different formula (Section 7k of the FLSA) for calculating law enforcement overtime under the FLSA. We hope to be able to compare these systems by the next newsletter, and if you understand these pay systems, please give the Lodge a call.

FLSA COVERAGE (EXEMPT VS. NONEXEMPT): We are in the same situation on this issue as with FLSA overtime. So far WASO has yet to send out orders to the parks advising them that all non-supervisory and working supervisors should be designated as FLSA covered (nonexempt) employees. We are at an impasse on this issue and it looks like we will have to take some substantive action to obtain the attention of the DOI and the NPS. We will first be sending in a letter asking for the immediate resolution of this issue. If this letter fails to obtain immediate action, we are considering filing an individual claim in an attempt to establish precedent for all remaining law enforcement rangers. We are also considering filing an individual claim for a first level (field - working) supervisor. Our approach for the non-supervisory ranger is to cite the standardized position description. If you are still a non-exempt GS-025-09 ranger, please call the Lodge.

President's Report

Tim Woosley, President

First off, I want to update everyone on what I have been doing since being elected your president:

2/16-Visited with Bill Sanders at WASO-RAD.

2/17-19 Attended Federal LEO's Weekend sponsored by National Legislative Affairs Committee-FOP; per their request I gave a presentation to attendees on the successes of our Lodge.

2/20-Submitted first Sig weapon order.

2/27-Met with Paul Berkowitz to discuss Sig program and other matters of importance.

3/2-Spoke with Bill Johnson of the National Association of Police Organizations and discussed collective bargaining strategies.

3/16-Attended Shenandoah N.P. Chapter meeting and gave presentation on current issues with special emphasis on collective bargaining.

3/22-Submitted second Sig weapon order.

3/31-Attended "open house" at Passman and Kaplan's office in D.C. and discussed collective bargaining strategy.

4/1-Attended Virginia State Board of Directors meeting in Lynchburg, VA. Presented President Garth Wheeler with a copy of Paul Berkowitz' "The Law of the Land."

4/3-Met with printer to discuss lay-out for show of interest vote post cards.

As you can see I have been relatively busy. As outlined above I made a presentation at the Federal Law Enforcement Officers Weekend in February. This event was sponsored by the National FOP Legislative Affairs Committee and, to my knowledge, is the first of its kind. Brother Gallegos our National Vice President was in attendance at this meeting. I had a chance to put him "on the spot" in reference to his support for Federal Officers if he is elected national president. His response was that he would support our efforts in any way that he could.

A very important thing occurred at that meeting. The representatives from all nine of the Federal agencies who attended agreed to form the FOP Federal Law Enforcement Officers Coalition. The mission of this coalition will be to: "seriously address the working conditions of the federal law enforcement officer, i.e. pay scales, benefit package, job classifications, and retirement."

As you know many of these objectives have already been accomplished by our Lodge. I foresee our Lodge taking a lead role in the coalition in the form of helping our fellow Federal Officers gain the same benefits that we now enjoy. The coalition has tentatively set a meeting for April and again at the National Conference in July. I will keep everyone updated. At the State Board of Directors meeting our Lodge once again received accolades from the state executive board for our accomplishments.

Statue of Liberty Update

The reply which we received from the Director's office concerning the Statue of Liberty appears in this issue. For some time, it has been apparent to many of us that the decisions made there would not be reversed. We asked that the current Regional

Law Enforcement Specialist positions not be filled until a review could be done and that similar positions in the newly created SSO's be staffed with Rangers or that Rangers be able to compete for these positions. As is shown by the letter, instead of taking a stand the Director's Office left these critical decisions up to the individual Field Area Managers. We have already received reports that Park Police Captains will be remaining in many new clusters including the Inter-Mountain Field Area (formerly Rocky Mt. Region). The letter that we received from the Rocky Mountain Regional Director is also included in this issue.

Sig Update

Two Sig orders have been sent out, one in Feb. the other in March. Sig estimates about a 2 month turn around time. Because of the delay with NPS-9 the P-230 will still not be authorized, though it still looks as though it has made the "cut." Unfortunately, prices went up for all weapons. If you have the list dated 1993 it is not current. The date should be at the bottom of the price list. Due to finalization delays at Sig I have not yet received the new price list. Everyone who sent me a SASE will be getting the new list as soon as I get it. We had some initial confusion on which models were authorized. When you receive the new price list the unauthorized weapons will be blacked out. I am still looking for persons in the Western Regions/Field Areas to help me with the program. Once again I'd like to thank Brothers Cravatas, Clark, and Berkowitz for their help. Two weeks ago, I sent a letter to Sig asking that exceptions in their buying policy be made to allow seasonal law enforcement rangers to participate in the Sig buyer program. We'll let you know their decision as soon as possible.

Place your orders through the following FOP Regional Sig reps.:

Mid-Atlantic and N.C.R. (call me for regions not named)

Tim W. Woosley, Rt. 3, Box 316, Elkton, VA 22827
703-999-2021

North Atlantic Region

Ed Clark, RD 5, Box 931, Malvern, PA 19355

Southeast Region:

Charlie Louke, POB 278, Kosciusko, MS 39090

Mid-West Region

Greg Cravatas, 2854 Erhart Rd., Medina, OH 44256

Rocky Mountain Region

Glen Livermont, Badlands National Park, POB 6, Interior S.D. 57750

Collective Bargaining Update

As promised, I have made Collective Bargaining my number one priority. Most of the work I have been doing has been in this area. Please take the time a read over "A Place At the Table." It will, hopefully, answer many of the questions you have about Collective Bargaining. Please don't hesitate to call the 800 number if you have any questions or concerns. I realize that the whole collective bargaining process is a mystery to most people and that we will be asking you to make some critical decisions within the next few months. We want everyone, whether they are a Lodge member or not, to fully understand what we will be gaining by having a bargaining contract. Everyone who participates in this process has the opportunity to do something that will benefit all Rangers for as long as National Park Service exists.

I cannot stress enough the importance of what we are trying to do. As I have said, the first step is the "show of interest vote." Show of interest is defined as "post cards or petitions authorizing a labor organization to represent them (employees) for purposes

of exclusive recognition." We only have to have a 30% favorable response for this step. However, it is imperative that everyone who is interested in this process return their post cards. Why? Once this step is completed the Federal Labor Relations Authority holds a secret ballot. This is the actual process by which you vote to be represented by our Federation or not to be represented at all. For this we must have 50% plus 1 votes affirming that Rangers want to be in the bargaining unit. If this doesn't happen we are dead in the water. We want as large a return as possible the first time around so that we will not have any trouble getting the 50% plus one (and then some) when the time comes.

IMPORTANT: Because of FLRA regulations we cannot, at this time, accept show of interest cards from the following Parks: Grand Canyon, Sequoia/Kings Canyon, Redwoods, Everglades, Chickamauga/Chattanooga, Mammoth Cave, Natchez Trace, S. Wellfleet, Glacier, Carlsbad, NY-NJ Properties, Blue Ridge Parkway (Virginia and N.C.), Crater Lake, Delaware Water Gap, Gettysburg, Valley Forge, Independence, Great Smokies, Cuyahoga Valley, Mt. Rainier, Olympic. Why? The employees in these parks are already covered by an existing contract from another bargaining unit. Did you even know that? We cannot petition to be put on the ballot for you to vote on until your existing contract expires. When your contract comes up for renewal, we'll move to include your park in our union. If you work in one of these parks, you cannot participate in the show of interest vote.

In this newsletter we have seen, time and time again, the total disregard for our opinions that still exists within the NPS. Everyone, right now, needs to decide whether or not we want to continue to allow other people to make the decisions that effect our lives, both on and off duty, without our input. If the answer is "no" then the only way to remedy this is by returning your show of interest post-card and by voting to be represented by the Federation of United States Law Enforcement Park Rangers. As always do not hesitate to contact me with your questions or concerns via the 800 number.

Vice President's Report

by Ed Clark, VP for Internal Lodge Affairs

I would like to thank all those who voted for me in the recent election, and renew my pledge to all members to be as effective a representative as I can. Through the hard work of many individuals and Rangers as a group we have recently won many improvements. We still have a long way to go, and there are many issues yet to be resolved. The current political upheaval on the national scene makes it all the more imperative that we remain proactive and speak with a united voice.

In my new position in the Lodge, my major focus will be on improving communication between Chapters, as well as between Chapters and the Lodge. The nature of our organization tends to result in a feeling of isolation on the Chapter level. The *Protection Ranger* already does a good job providing information on a periodic basis, but many issues come up, particularly on a local level that need more immediate and widespread publication. To alleviate this I am going to arrange a more efficient system utilizing E-mail. Board members currently use On-Line services to talk back and forth, I propose to do the same within the Chapters.

In addition to this I will be working with the Chapters on recruitment and retention of members. This is essential. We must maintain and increase our membership in order to have a more effective voice when we approach the Park Service, the Department, and the Congress.

Last, but not least, I will work on various committees as the need arises, and be available to individuals and Chapters as a point of contact for any of your concerns. Please feel free to call me.

I have recently transferred to Valley Forge N.H.P., I can be reached at:
RD5, Box 93I
Malvern, Pa.
19355

Phone: 610-296-0386 (home)
America Online: EDCLARK50
Internet: EDCLARK50@AOL.com

CALL FOR ON-LINE ADDRESSES!

Anyone interested in being a point of contact for your local Chapter or Park (for those who don't have a Chapter yet), please send your On-Line address to Ed Clark. Your address will not be given to anyone else without your permission, however it will be used to send batched mailings of FOP information to you and others in our Lodge.

"Buying Back" Seasonal Retirement Time

by Colin Smith, Joshua Tree

Have you spent a fair amount of time as a seasonal in the National Park Service? Have you recently been converted to permanent status? Would you like to have your seasonal time count towards your retirement? Now you can, simply by making deposits into your retirement system to cover the seasonal time. There are different rules for the FERS and CSRS systems, detailed below, but there are some basics for both.

First, you need to get the proper form and fill it out. It basically asks you where you were employed, how long, and what your position was. Then you must submit the form to your personnel office so the service can certify it. They will forward it to Washington, who will send it on to OPM. OPM will then contact you with instructions for making payments and a bill.

You must make payments into the system to cover the money that would have been deducted from your pay. Payments can be made in installments, but the installments cannot be less than \$50. As far as I can determine you can make as many payments as you like, but interest continues to be charged on the unpaid balance, so the sooner you pay it off the better.

Here are the details for the different retirement systems.

Federal Employees Retirement Service (FERS)

Only seasonal or temporary time before January 1, 1989 is eligible for buying back retirement benefits. Your payments will be computed at 1.3% of your basic pay for the service time plus interest. Interest ranges from 3 to 13% depending on the period of service. The actual interest rates for the different service periods are listed on the application form. The proper form to use is SF-3108.

Civil Service Retirement Service (CSRS)

Any time period is eligible, but time after October 1, 1982 will only be used for meeting retirement eligibility, you will receive no retirement monies for it (i.e. if you have 28 years service and 2 years as a seasonal, you could retire, but your benefits will be based on 28 years of service). The payment will be based on a percentage of your salary (dependent on the time period) and

interest ranging from 3% on up. The actual rates for the different service periods are listed on the application form. The proper form to use is the SF-2803.

For more information and the correct forms, contact your personnel office.

Legislative Alert

A bill was introduced in the House of Representatives in January 1995 by Representative Cunningham that is of importance to all law enforcement officers: local, state, and federal. The bill is HR 218, the 1995 Community Protection Initiative. This bill would amend title 18, United States Code, to exempt qualified current and former law enforcement officers from state laws prohibiting the carrying of concealed handguns.

As federal law enforcement officers we are presently dependent on state penal codes to define who is permitted to carry concealed weapons. And in many of those states we are not defined as law enforcement officers or permitted to carry concealed weapons off duty. The more territorial the jurisdiction, the less likely a ranger would be given a concealed weapons permit; though many states are now becoming more forward looking in permitting their law abiding citizens to obtain concealed weapons permits. Even so, this bill jumps beyond the variety of state codes and universally permits qualified law enforcement officers to carry concealed handguns.

Secondarily, though this amendment would not change federal codes related to personnel management, this bill also provides another, broader definition of a law enforcement officer.

The body of the bill reads (in part) as follows:

(a) In General. - Chapter 44 of title 18, United States Code, is amended by inserting after section 926A the following: ' Section 926B. Carrying of concealed handguns by qualified current and former law enforcement officers

(a) Notwithstanding any other provision of the law of any State or any political subdivision thereof, an individual who is a qualified law enforcement officer or a qualified former law enforcement officer and who is carrying appropriate written identification of such status may carry a concealed handgun.

This bill has been referred to the House Judiciary Committee.

A few years ago, the question of how to get various states to include national park service rangers in the approved list or definition as law enforcement officers in order to carry weapons off duty was discussed as a state by state proposition. This bill overcomes that problem. It is a bill that deserves our attention and support. As individual members of the FOP and as a lodge we should voice our support for this measure. Please write your congressman.

Phil Hibbs
P.O. Box 2645
Page, AZ 86040
(Hm)520-645-5265
(Wk)520-608-6520

Editor's Note: From occasional comments on articles we get, it seems a good idea to repeat our editorial policy. The intent of *The Protection Ranger* is to not only report activities, information, and opinions of the Ranger Lodge of the Fraternal Order of Police, but to provide a forum for individual members to express concerns and information with their colleagues. Unless an article is signed by a Lodge Officer, it is an individual's view only, and not necessarily that of the Ranger Lodge.

This newsletter belongs to all of our members and we actively encourage you to send us anything you think would be of interest to your fellow rangers. If you disagree with an article or feel clarification is needed, please send your comments as a letter or another article and we'll print it. Never hesitate to tell us how we're doing and what you'd like to see more & less of.

Thanks,

George Durkee
Editor, *The Protection Ranger*

Secretary's Report

by Randall Kendrick

Everyone from the former Western Lodge should receive his/her membership card by June 1. We are sorry that it's taking so long but there have been delays, beyond our control, by the California Lodge and Grand Lodge. If you don't get your card by June 1—or need a membership card so that you can attend an FOP conference or meeting—call the Lodge's 800 #.

Please allow until the second issue after paying your dues for your mailing label to show the updated expiration date.

Our bank reports the payroll deduction for dues is going smoothly. If you have sent in a payroll deduction form for dues payment, and your payroll statement does not show a \$2 deduction, please call the 800 # so we can check with the bank. This is new for us, so it's learn as you go. We want to ensure this new process gets off on the right foot.

Retiring Members: You are eligible to remain as active voting members in the FOP if you retire in good standing. Your dues are reduced to \$35 and we send you a retired member's pin. The Lodge needs to know of your new status, so please write or call. We hope our retiring Brothers and Sisters stay in the Lodge.

If you know of a Lodge Sister or Brother who is ill or who has suffered bereavement, please call the 800# so we can send a get well or sympathy card. If more needs to be done, please let the Lodge know this too.

Your Dues at Work: Lodge Attorneys Research FLSA

The Lodge is taking action to make all GS-9 rangers, and first line supervisors, non-exempt from the Fair Labor Standards Act. The reason is money.

If you are exempt from the FLSA your overtime can be capped at the GS-10/1 level. That is reached by the time a ranger gets to GS-9/6. Rangers rarely, if ever, get paid overtime for doing administrative work; all of our OT is for performing "production" work and therefore should not be capped.

It seems to us that the NPS issued an order to exempt all GS-9 rangers from FLSA because it was cheap and easy. That it was

wrong to do so didn't concern the administrators who made the decision. We are confident that we can overturn this in court or another suitable venue.

Other FLSA provisions are:

Comp. Time If you are exempt you lose untaken comp. time after 6 months; if you are non-exempt the unused comp. time converts to overtime.

Travel If you are exempt you can be made to travel without compensation; non-exempt workers have fewer circumstances when unpaid travel status can be mandated.

Our lawyers are confident that this NPS policy can be overturned without too much trouble. We will be following their advice.

Ranger Careers: Coming Soon for Seasonals?

by George Durkee, FOP Seasonal Representative

On 3/15, I submitted the following questions to Kirsten Talken, Chief, Seasonal Employment Unit at WASO. Our thanks to Kirsten and Bill Sanders, Ranger Careers Coordinator, who also contributed to the answers. Kirsten has also generously offered to answer further questions from any concerned seasonals on these issues: Seasonal Employment Unit, P.O. Box 37127, Washington, DC 20013-7127 (202/208-5074 office, 202/501-4824 fax).

PRORAN: In a recent memo, Maureen Finnerty, Associate Director for Operations wrote that Ranger Careers would "Recognize full performance park ranger work [as] GS-09 grade work, whether performed by temporary employees or permanent employees." A recent draft position description covering seasonal law enforcement (designating them "Auxiliary Rangers") has GS-07 as the top grade. Has the GS-09 "full performance" grade evaporated for seasonals?

WASO: No.

However, please convey to your readers that NO final decisions have been taken to date. We are working steadily towards a new system for managing our seasonal work, but we are still floating proposals at this time. The working title "Auxiliary Rangers" will probably be dropped in the final proposal.

PRORAN: When can seasonal rangers expect to have Ranger Careers apply to them?

WASO: We are working towards the 1996 summer season, but MIGHT be able to start with the winter 1995/1996 season.

PRORAN: Is there anything preventing a park from designating, say, a seasonal law enforcement position at the GS-7 level right now?

WASO: No. A park may choose to make a position GS-07 or even GS-09 if the position classifies out at that level. That is to say, the duties and level of work as described in the position description determine to a great extent what GS level a position will be. Needless to say, the park must also have the need, funding and position allocation (FTE) as well.

PRORAN: OPM has made new regulations affecting temporary (seasonal) appointments in an attempt to limit abuse of this type of work by NPS. What are the new regulations as they affect total hours a ranger may work and how does that affect a seasonal who works in two parks in a year?

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WASO: The new regulations, as published in the Federal Register September 13, 1994, restrict a temporary/seasonal position to being 1040 hours. Please remember that there is a difference between the position and the person. What would happen if the position or a person were to work 1040 hours? Actually, the regulations are written in such a way that neither should work more than 1039 hours. If a person were to work over 1039 hours then they would not be eligible for rehire. The person could re-compete for the job next year, but s/he could not be rehired.

As for those that go from park to park, it is dependent on location. If a person were to work in EVER during the winter and SEKI in the summer there would be no problem. The 1039 hour limit would be refreshed with the move. Regions have set their policy on what a "major sub-division or outside commuting distance" will be. Some may say the major sub-division would be a different park site. Other regions, like NAR, may chose commuting distance as their separator. Be sure to check with each region on their policy.

PRORAN: Many parks are using Term appointments to convert seasonals who work a long season to give them benefits. What is a Term appointment? What are the guidelines WASO is giving parks to distinguish when to convert temporary rangers to some sort of permanent status?

WASO: A term appointment is another type of appointment. The main difference between term and temporary/seasonal is that term positions receive benefits. Please note that neither of these appointments have status. Also the nature of the work is different. For a seasonal position the work is reoccurring year after year for not more that six months a year. On the other hand, a term position is project oriented. Perhaps a group of buildings need to be painted and it will take two years to complete. Or a new park trail guide system is being developed that will take a year an a half.

Although the Office of Personnel Management (OPM) has allowed us to convert some positions, and thereby some employees, to term, this is NOT necessarily a stepping stone to permanent status. Nor, as you can see from above, are the converted positions truly term oriented in most cases. A term position need not ever be 'converted' to permanent status. Indeed, convert is the wrong word because presently there is no way to convert term to permanent. The position would have to be evaluated and determined to be of reoccurring nature year after year for more than 6 months a year. If the work load fits this mold, then a new position description would have to be written, classified and approved. At that point the position would have to be recruited for.

Here comes the tricky part for non-stated employees. If the term employee does not have reinstatement eligibility, outstand-

ing scholar prospects or isn't a 'point' veteran, or has some other factor that would allow her/him to apply for a stated/permanent position then the announcement area of consideration would have to be "all." Presently this is not even an option because the Department of the Interior is under a freeze until further notice.

PRORAN: When a park decides to convert a temporary appointment to some sort of permanent status, is it required to advertise the position competitively? Can the park advertise the proposed position locally or must it be nationally?

WASO: Please see answer above. The area of advertisement would depend on the park site and how they would normally advertise a position and what sort of delegated authority they may or may not have.

PRORAN: Last year, WASO announced it was revising the seasonal application form and would allow seasonals to apply to more than 2 parks. What's the status of this revision and when can we expect it see it adopted? How will it differ from the old form for both the parks and the applicant?

WASO: The new form is in the works. It differs from the old 10-139 in that it is shorter and, I hope, a bit less cumbersome. Skill levels and grade levels are bit more defined with skills separated from certifications. Applicants are also given the opportunity to skip any skill they have no qualification in thereby not requiring individuals to bubble in every single skill. The past work experience section has been shorted and again has highlighted that one need only include relevant past experience. Overall, the application is three pages shorter.

Limitations on the number of park choices has more to do with logistics than anything else. Once the technology is developed and in place and we can acquire the necessary hardware/software we will be able to move forward. We are hoping to test an expanded system in the next year and have it fully implemented soon after. This system would allow us to move to a more year-round register with more park choices.

PRORAN: Will the "rehire" procedure for seasonals who meet their park's standards for rehire continue to be the same, or will a seasonal have to fill out a new application for the same position each year?

WASO: Yes, the option for rehire will remain the same with only one difference. Right now, we are only able to rehire at the same grade level. In the past a person could be rehired at the same, higher or lower grade. This may change so keep asking.

National Park Rangers Lodge
Fraternal Order Of Police
P.O. Box 151
Fancy Gap, VA 24328

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