

NEGOTIATED AGREEMENT

BETWEEN

Watervliet Arsenal  
Watervliet, New York

And

National Federation of Federal Employees  
Local 2109

EFFECTIVE DATE: 8 Sep 2014

<u>Article</u>	Table of Contents	<u>Page</u>
1	Definitions	4
2	Partnership	5
3	Exclusive Recognition & Coverage of Agreement	6
4	Laws & Regulations	7
5	Existing Practices & Relationships	8
6	Orientation of New Employees	9
7	Management Rights	10
8	Employee Rights	11
9	Labor Organization Rights & Representation	15
10	Use of Official Facilities & Services	17
11	Negotiations	18
12	Mutual Obligations	21
13	Labor-Management Relations Training	22
14	General Provisions	23
15	Hours of Work in Basic Workweek	26
16	Shift Assignments	28
17	Overtime	32
18	Sick Leave	38
19	Annual Leave	40
20	Leave Without Pay	43
21	Maternity/Paternity/Family Leave	44
22	Excused Absence/Administrative Leave	45
23	Military Leave	48
24	Arsenal Shutdown	49
25	Job Description/Classification	50
26	Performance Standards & Evaluation	51
27	Vacancies & Promotion	54
28	Noncompetitive Actions	56
29	Training & Development	58
30	Reduction In Force	60
31	Wage Survey	63
32	Environmental Differential Pay	64
33	Voluntary Withholding of Union Dues	65
34	Debt Management	67
35	Safety & Industrial Hygiene	68
36	Equal Employment Opportunity	71
37	Employee Assistance Program	73
38	Workers' Compensation	74
39	Committee Representation	75
40	Contracting Out	76

<u>Article</u>	Table of Contents	<u>Page</u>
41	Disciplinary and Adverse Actions	77
42	Grievance Procedure	80
43	Mediation	83
44	Arbitration	84
45	Wellness-Fitness Program (Firefighters)	86
46	Uniforms (Firefighters)	87
47	Self-Help Projects (Firefighters)	88
48	Recall Procedures (Firefighters)	89
49	Law Enforcement Uniform and Personal Appearance	90
50	Firehouse Facilities	93
51	Effective Dates & Duration	94
	Signature Page	95

## DEFINITIONS – Article 1

1. DAY: Refers to calendar day except as noted.
2. EMPLOYEE: Bargaining Unit (BU)Employee
3. UNION OFFICIAL and/or UNION REPRESENTATIVE: Any accredited National representative of the UNION and the duly elected or appointed officials of the local, including stewards, or any council, as applicable.
4. EMPLOYER: The Watervliet Arsenal, Watervliet, New York.
5. CPAC: Civilian Personnel Advisory Center, Watervliet Arsenal, Watervliet N.Y.
6. OSHA: Occupational Safety and Health Administration.
7. UNIT: Bargaining employees as defined in Article 2.
8. RPA: Request for Personnel Action
9. MFR: Memorandum for Record
10. LMER: Labor Management Employee Relations
11. RIF: Reduction in Force
12. SCD: Service Computation Date
13. OPM: Office of Personnel Management
14. RDO: Regular Day Off

## PARTNERSHIP – Article 2

Be it recognized that the PARTIES have and will continue to function as true partners with a common goal - the best interests of Watervliet Arsenal and the accomplishment of its mission. This section serves as a formalization of this bond and the articulation of our common goal.

### Section 1

The PARTIES are committed to pursuing changes and solutions that promote continuous improvement of quality and productivity, customer service, mission achievement, efficiency, quality of work life, Employee empowerment, and organizational performance and readiness.

### Section 2 - Mutual Support of Efficient Operations

The public interest demands the highest standards of performance and the continued development and implementation of modern and progressive work practices.

To achieve the efficient accomplishment of the mission of the agency, the PARTIES agree to support the principles of:

- a) Conservation of energy, materials, manpower, and supplies
- b) Improvement of working methods and working practices
- c) Development of Employee skills
- d) Development and maintenance of open channels of communication
- e) Improvement of the public image of the arsenal
- f) Strengthening of morale
- g) Elimination of waste, both time and material

## EXCLUSIVE RECOGNITION & COVERAGE OF AGREEMENT – Article 3

### Section 1

The UNION is recognized as the exclusive representative of all Employees in the Bargaining Unit, which consists of all civilian Employees paid from appropriated funds at WATERVLIET ARSENAL and BENET LABORATORIES, except the following:

1. All supervisors and management officials.
2. All Employees engaged in Federal personnel work in other than a purely clerical capacity.
3. All professional employees.
4. All Industrial Engineering Technicians (GS-0895), who perform production methods & standard duties.
5. All employees GS-04 and above in the following series: 0303, 0318, and 0341 assigned to Staff Office Chief or Directors' Office and above.
6. All Employees, GS-09 and above, identified in the following managerial classes: 018, 110, 341, 343, 560 and those Employees GS-12 and above in the 2210 class. All Benet Laboratories employees in 340 class at the GS-09 and above.
7. All staff advisors to the Commanding Officer & the Director of Benet Laboratories, e.g., EEO Officer, Public Affairs Officer, Administrative Officer.
8. All positions in the Industrial Operations and Production Directorate. Office of the Director, at Watervliet Arsenal, and in the office of Business Planning & Development group within Benet Laboratories, at grade GS-09 and above in the following series: 301, 1101, and 1150.
9. Excluded from the bargaining unit are Non-appropriated fund employees.

### Section 2

The PARTIES recognize that Employees of the following tenant organizations are not Employees of Watervliet Arsenal, but are included in the Bargaining Unit:

1. Benet Laboratories, US Army Research Development and Engineering Command, Army Research Development & Engineering Center. (ARDEC)
2. The US Army Health Clinic, US Army Medical Services Command, Medical Department Activity.
3. Army Contracting Command - Warren (ACC-WRN) (WVA)

## LAWS & REGULATIONS – Article 4

In the administration of all matters covered by the Agreement, officials and Employees are governed by existing or future laws, and existing or subsequent regulations of appropriate authorities, including mandatory (non-discretionary) Title 5, Code of Federal Regulations provisions as supplemented by the Office of Personnel Management, the Department of Defense, The Department of the Army, or other appropriate authority.

## EXISTING PRACTICES & RELATIONSHIPS – Article 5

Nothing is to alter or supersede existing Employee-Management practices and relationships within WATERVLIET ARSENAL, except as specifically provided herein.

The PARTIES agree that all MOU's not incorporated in this agreement or added as an addendum will no longer be in effect.

MOU's will be valid only if they have the following approvals: signature of the UNION President or designee and designated Management Representative with concurrence by the CPAC office.

All future MOU's will be added as addendums to this agreement.



## ORIENTATION OF NEW EMPLOYEES – Article 6

### Section 1

All new Employees shall be informed by the EMPLOYER that the UNION is the Exclusive Representative of Employees in the Unit. The EMPLOYER agrees to provide 50 copies of the Negotiated Agreement per calendar year to the UNION for the life of the agreement. The EMPLOYER agrees to make the Negotiated Agreement available on the Watervliet Arsenal intranet.

### Section 2

Representatives of the UNION (President or Chief Steward) shall be afforded a period of time, not to exceed 30 minutes, to speak at orientation sessions of new Employees, and to provide such Employees with an introduction to the purposes, goals, and achievements of the UNION.

## MANAGEMENT RIGHTS – Article 7

### Section 1

In accordance with Chapter 71 of Title 5 U.S. Code, nothing in this Agreement shall affect the authority of Management, subject to Section 2 of this Article:

- (1) To determine the mission, budget, organization, number of Employees, and internal security practices of the agency, and
- (2) In accordance with applicable laws -
  - a. To hire, assign, direct, layoff, and retain Employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such Employees;
  - b. To assign work, to make determinations with respect to contracting out, and to determine the personnel by which operations shall be conducted;
  - c. With respect to filling positions, to make selections for appointments from -
    - (i) among properly ranked and certified candidates for promotion; or
    - (ii) any other appropriate source; and
  - d. To take whatever actions may be necessary to carry out the agency mission during emergencies.

### Section 2

Nothing in this Article shall preclude any agency and any other 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

Where EMPLOYER or higher headquarters regulations are issued which are in conflict with this AGREEMENT, unless they are required by law, this AGREEMENT shall take precedence.

## EMPLOYEE RIGHTS - Article 8

### Section 1 - NFFE Membership

Employees in the Unit shall be protected in the exercise of their rights, freely and without fear of penalty or reprisal, to form, join, and assist the NFFE or to refrain from such activity. This Agreement does not prevent any Employee, regardless of Employee organization membership, from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable laws, regulations or agency policies, or from choosing his or her own representative in a statutory appeal action.

Nothing in this Agreement shall deny an Employee the right or require an Employee to become or to remain a member of a labor organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions. The EMPLOYER shall not discipline or otherwise discriminate against any Employee because he or she has filed a complaint or given testimony under the Federal Service Labor Management Relations Statute (FSLMR), the negotiated grievance procedure, or any other appropriate procedure for redressing wrongs to an Employee. An employee may be represented by an attorney or other representative (including him or herself) of the Employee's own choosing, other than the UNION, in any appeal action not under the negotiated grievance procedure. All Employees may exercise grievance or appeal rights, which are established by law, rule, regulation or this agreement.

### Section 2 - Weingarten Rights

An employee has the right to request that a UNION representative be present at any examination of that employee by the EMPLOYER in connection with an investigation when the employee reasonably believes that the examination may result in disciplinary action against him/her. If the employee reasonably believes the examination in connection with an investigation may result in disciplinary action AND the employee requests UNION representation, the examination will be temporarily stopped to allow a UNION representative to attend.

### Section 3 - Accountability

An Employee is accountable for the performance of official duties and compliance with standards of conduct for Federal Employees. Employees shall have the right to engage in outside activities of their own choosing without being required to report to the EMPLOYER on such activities, except as required by law or regulation of appropriate authority.

### Section 4 - Non-Discrimination

No Employee will be discriminated against by either the EMPLOYER or NFFE because of race, religion, color, sex (including pregnancy and gender identity), sexual orientation, parental status, national origin, age, disability, family medical history or genetic information, political affiliation, military service, or any other non-merit based factor. These protections extend to all management practices and decisions, including recruitment and hiring practices, appraisal systems, promotions, and training and career development programs.

## EMPLOYEE RIGHTS (Continued) - Article 8

### Section 5

All new Employees shall be informed by the EMPLOYER that NFFE is the exclusive representative of Employees in the Unit and each new employee will be informed that a copy of the current collective bargaining agreement is available on the Watervliet Arsenal Intranet

### Section 6

All PARTIES deserve to be treated with common courtesy and consideration in an EMPLOYER- Employee relationship.

### Section 7

Counseling and warning sessions involving Unit Employees will be conducted discreetly and in a private location.

### Section 8

Employees are entitled to a reasonable amount of official time whenever discussing, preparing, or filing complaints, and when meeting with NFFE representatives or management representatives concerning any complaint or working condition of the Employee, during their tour of duty only. If the employee needs to leave their worksite to meet with a UNION representative regarding a concern or complaint related to their working conditions, they must receive approval from the supervisor prior to departure. If the supervisor does not approve at the initial request based on mission/workload requirements, the employee shall proceed at the earliest mutually accepted time.

### Section 9 - Employees' Rights

Each Employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each Employee shall be protected in the exercise of such right. Except as otherwise provided under this chapter, such right includes the right:

- (1) to act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities, and
- (2) to engage in collective bargaining with respect to conditions of employment through representatives chosen by Employees under this chapter. (5 USC 7102)

## EMPLOYEE RIGHTS (Continued) - Article 8

### Section 10 - Employees Have The Right To:

- (1) Working conditions that are safe and healthful.
- (2) Make appointments through their supervisor to discuss their problems with the CPAC, Equal Employment Office or Counselor, UNION representative, Employee Assistance Office, and/or a person designated to provide guidance on questions of conflict of interest. Employees must inform their supervisor of their anticipated length of time they will be away from their work site.

### Section 11 - Miscellaneous

- (1) Personnel who are issued uniforms shall be required (except under extenuating circumstances) to wear them and shall be allowed reasonable time for changing clothes, acquiring tools, returning tools, cleaning up area, and washing up as needed each day.
- (2) Consistent with applicable laws rules and regulations, the EMPLOYER agrees to bear the full expense of Personal Protective Equipment (PPE) and special clothing which the EMPLOYER requires employees to use in performing their duties.
- (3) The EMPLOYER agrees to reasonably maintain lunch and break facilities within budget constraints and provide reasonable access to food and drink on all shifts. The PARTIES agree to negotiate as appropriate on changes to these facilities.
- (4) Management will provide the necessary towels, soap, shampoo, shower facilities and other toiletries required for Employees who engage in hazardous work in accordance with applicable regulations.
- (5) The EMPLOYER agrees that searches of an Employee's personal effects will be conducted as follows: with the Employee present, or if the Employee is not present at work, with a NFFE representative present, except in cases of random gate checks or other random checks for contraband. In cases when the search is pursuant to a search warrant, the search will not be delayed beyond a reasonable period of time after the notification to the Employee and/or UNION representative. In all other cases the search will not be unreasonably delayed while waiting for the Employee and/or his/her representative. The UNION will ensure that the security office always has at least two UNION points of contact on each shift for Security to contact in the event of searches.
- (6) The EMPLOYER'S Civilian Personnel Advisory Center is available to provide assistance to employees in the retirement application process including disability retirement.
- (7) The EMPLOYER'S Civilian Personnel Advisory Center is available to provide assistance to employees regarding procedures within USA Jobs, Army Benefits Center (ABC), and Federal Employees Health Benefits (FEHB) Plans.

## EMPLOYEE RIGHTS (Continued) - Article 8

### Section 12

The PARTIES agree, if in the best interest of the United States, upon request of the individuals concerned, and upon certification by his or her agency that he or she was acting within the scope of his or her employment, Department of Justice (DOJ) may represent present and former DA personnel sued individually as a result of actions taken within the scope of their employment. Representation can be declined for a variety of reasons, including but not limited to the following: the employee was not acting within the scope of his or her office; there is a conflict of interest; or, actions were not taken in a good faith effort to conform to law and in accordance with AR 27-40 and other applicable laws, rules and regulations.

### Section 13

Employees shall not be subjected to prohibited personnel practices as defined by 5 USC 2302. These include the following;

- (1) The EMPLOYER may not take, fail to take, or threaten to take or fail to take a personnel action against an employee or applicant for exercising an appeal, complaint, or grievance right; testifying for or assisting another in exercising such a right; cooperating with or disclosing information to the Special Counsel or to an Inspector General; or refusing to obey an order that would require the individual to violate a law.
- (2) The EMPLOYER may not engage in reprisal for whistle blowing i.e., take, fail to take, or threaten to take or fail to take a personnel action with respect to any employee or applicant because of any disclosure of information by the employee or applicant that he or she reasonably believes evidences a violation of a law, rule or regulation; gross mismanagement; gross waste of funds; an abuse of authority; or a substantial and specific danger to public health or safety (if such disclosure is not barred by law and such information is not specifically required by Executive Order to be kept secret in the interest of national defense or the conduct of foreign affairs).

### Section 14

The PARTIES agree that aggressive behavior and physical violence in the workplace adversely affect Employee performance and organizational goals. Both PARTIES are committed to providing a work environment that is free from intimidation, harassment, threats, assaults or acts of violence. Threats of violence or physical harm, and any form of physical or sexual assault and threats of physical assault are prohibited. This also includes conduct that harasses, threatens or interferes with another person's work performance or creates an intimidating or hostile work environment. Employees are encouraged to conform to this policy and to report threats or actual incidents of aggressive or violent behavior to their supervisor or other appropriate official.

## LABOR ORGANIZATION RIGHTS AND REPRESENTATION – Article 9

### Section 1

The UNION, having been accorded exclusive recognition, is the exclusive representative for the employees. The UNION is entitled to act for, and negotiate a collective bargaining agreement covering all employees in the bargaining unit. Representation will be without discrimination and without regard to their labor organization membership. All representatives of the UNION shall be accorded all rights and privileges associated with their position and necessary to fulfill their obligation to the full extent authorized by law, rule, regulation or appropriate authority.

### Section 2

The PARTIES agree to meet at reasonable times to discuss matters which fall within the purview of conditions of employment of Unit members.

### Section 3

The EMPLOYER agrees to recognize any UNION officer or steward designated by the UNION to represent any Employee or group of Employees in any matter affecting the conditions of employment of the respective Employee(s). •Only the UNION President or his/her designee is authorized to represent the UNION.

### Section 4

The EMPLOYER recognizes the right of an Employee or group of Employees to be represented by a person designated by the UNION. The EMPLOYER also recognizes the right of the UNION to have a representative, representing the UNION, at any formal meeting between an Employee(s) and his/her representative and any representative of the EMPLOYER.

### Section 5 - Official Time

To be able to fulfill his/her responsibilities, the EMPLOYER agrees to permit the UNION President or in his/her absence a designee or alternate, 100% of the duty time for the performance of his/her representational responsibilities.

Under the terms of this agreement, the UNION is the exclusive representation of all eligible employees. The EMPLOYER and the UNION agree that resolving issues at the lowest level possible is in the best interest of both PARTIES. This article establishes the activities that are reasonable, necessary and in the public interest by which the UNION will provide representation during official time. These activities include:

- (1) Grievances;
- (2) Matters of complaints pertaining to conditions of employment;
- (3) Disciplinary and adverse actions;
- (4) Arbitration

## LABOR ORGANIZATION RIGHTS AND REPRESENTATION (Continued) – Article 9

### Section 5 (cont'd)

The UNION and the EMPLOYER agree that official time is not allowed for soliciting membership, election of UNION officials, preparation of UNION newsletters, and any matters relating to internal management and the structure of the UNION.

If the UNION president plans to be absent for one (1) week or more, he/she must coordinate with the supervisor of the designee and upon approval notifies the CPAC LMER representative in writing that a designee will be assigned 100% official time.

UNION representatives will maintain accurate timekeeping records which account for the time they spend on representational activities. Such records will list the date, beginning and end times of representation and will identify the nature and representational activity by the appropriate timekeeping code. Should the EMPLOYER believe that official time is being used excessively or improperly, the EMPLOYER will discuss the problem with the UNION. If the problem is not resolved, corrective action may be pursued.

### Section 6

UNION officers/stewards designated in writing to the EMPLOYER will be permitted a reasonable amount of official time to perform their representational duties when representing Employees.

The Chief Steward will be permitted a reasonable amount of official time to perform representational duties not to exceed 50% of their normal duty hours calculated monthly.

In the event of Reduction in Force (RIF), Furlough or extreme circumstances outside the control of either PARTY, an increase of the Chief Steward's official time may be requested through LMER.

### Section 7

All duty time used for representational purposes is subject to the release of the UNION official from the performance of work related matters. If the UNION official cannot be released due to workload considerations, the meeting will be rescheduled.



## USE OF OFFICIAL FACILITIES AND SERVICES – Article 10

### Section 1

In order to facilitate and expedite the Labor Management Relations Program, the EMPLOYER agrees to provide to the UNION space within the Arsenal to be used for a UNION office, space for UNION meetings and other appropriate activities, utility services including internal Arsenal telephone service, and functional, operational and up to date items such as desks, chairs, file cabinets, computers, printer, and copiers available to be put on a hand receipt.

### Section 2

The PARTIES agree that the EMPLOYER will provide boxes located at each Class A bulletin board for distribution of UNION literature to be used in lieu of distributing UNION literature through the inter-mail system or handing out literature during break times. This does not preclude the use of the inter-mail system for communication between the UNION Office and the UNION Stewards.

### Section 3 - Agency Regulations

The EMPLOYER agrees to furnish the UNION with a copy of each agency regulation, bulletin, manual or other such directive and amendments and changes thereto issued or made generally available to Employees which affect Employees in the Bargaining Unit.

### Section 4 - Lists

The EMPLOYER agrees to furnish the UNION, annually or upon request, an up-to-date list of all Employees in the Unit, showing name, position title and number, and official duty station.

### Section 5

The EMPLOYER agrees to upgrade the UNION's computer hardware and software and to allow a hardwire network line so that the UNION may access applicable information systems/bulletin board systems through the INTERNET. Costs that may be incurred by accessing these information systems will be borne by the UNION.

## NEGOTIATIONS

### Section 1

The PARTIES agree to negotiate in full accord with the letter and spirit of the language set forth in Chapter 71 of 5 USC. The PARTIES are obliged to meet at reasonable times and negotiate in good faith. The objective of such negotiations will be to reach an agreement by the diligent and serious exchange of information and views, and by avoiding unnecessary protracted negotiations. The PARTIES agree that where the collective bargaining agreement and Army regulations including directives and Watervliet Arsenal regulations are in conflict with this agreement, the agreement will govern. In the event that legislation is enacted, which affects any provision of this agreement; the PARTIES shall reopen the affected provision(s) and renegotiate the contents of the affected provisions.

### Section 2

- (1) When proposing changes to the Labor Agreement at the expiration of the full term of the Agreement, the following procedures will apply:
- (2) The PARTY wishing to reopen negotiations on the Labor Agreement will notify the other PARTY no more than 105 calendar nor less than 60 calendar days prior to the expiration date of the Agreement.
- (3) Within 10 calendar days following the notification, the PARTIES will confirm in writing the date for the commencement of negotiations and schedule of negotiating sessions.
- (4) The UNION negotiating team will consist of 5 members, one of which may be a representative of the national organization plus one alternate. UNION team members who are Employees of the arsenal will be on official time during actual negotiations. The names of the UNION team members plus the alternate will be given to the EMPLOYER at this time.
- (5) UNION team members who are Employees of the Arsenal will be entitled to 40 hours of official time, per team member, for the preparation of negotiations with the EMPLOYER.
- (6) The PARTIES will exchange proposals 20 calendar days prior to the commencement of the negotiations.
- (7) All language of the existing Labor Agreement will remain in effect until the conclusion of the negotiation process including the use of the Federal Mediation & Conciliation Service (FM&CS) and Federal Service Impasses Panel (FSIP).
- (8) An impasse will be considered as having been reached on any item that has been tabled two times. This will allow for an item to be discussed three times. When an impasse exists, the service of the FM&CS will be requested jointly by the PARTIES. If the services of the FM&CS do not resolve the impasse, either PARTY may request the services of the FSIP.

## NEGOTIATIONS (Continued) – Article 11

### Section 3

#### MID-TERM NEGOTIATIONS

Either PARTY may give the other PARTY written notice of its desire to supplement the existing Agreement with new Articles that are not currently covered by this agreement and properly subject to negotiation. A copy of the proposals to be negotiated shall accompany the written notification. The other PARTY will furnish its response within twenty (20) calendar days from the date of the written notification. Negotiations will commence on a date mutually agreed upon by the PARTIES.

### Section 4

For proposals advanced during the term of the Agreement, the following applies:

- (1) On proposals effecting conditions of employment for which the EMPLOYER's duty to bargain is not limited to impact and/or implementation, the PARTY desiring to open the Agreement will be responsible to seek the services of the FSIP.
- (2) On those proposals affecting conditions of employment where the EMPLOYER's duty to bargain is limited to impact and implementation bargaining, the UNION will be responsible for initiating the request for assistance from the FSIP.
- (3) In those instances where the PARTIES are unable to agree on an item limited to impact and implementation bargaining, if after a reasonable amount of negotiations (the time required will depend on the complexity of the issue) the PARTIES are unable to agree, the EMPLOYER may implement the proposed change. The EMPLOYER agrees to give the UNION a 10-day advance notice of implementation. The requirement to negotiate and provide notice does not apply to situations where implementation is required by law and/or the necessary functioning of the agency.
- (4) The EMPLOYER will submit its proposed change to the conditions of employment to the UNION in written form with a cover letter identifying the proposed implementation date and the EMPLOYER's representative for the subjects to be negotiated.
- (5) The UNION will have 10 days to respond to the EMPLOYER. The failure of the UNION to respond within the 10-day time period will indicate that the UNION has no desire to negotiate on the proposed changes.
- (6) Should the UNION request to negotiate as appropriate on the proposals, the UNION will submit its request to the EMPLOYER within the allotted time frame. Along with the request, the UNION will include the following:
  - a. designation of a three-member UNION negotiating team, one of which may be a representative of the national organization;

## NEGOTIATIONS (Continued) – Article 11

### Section 4 (cont'd)

- b. a request for official time to prepare for negotiations;
- c. a request for any information necessary for the UNION to adequately prepare for negotiations.

### Section 5

Any time parameters established in this article may be extended by mutual agreement.

## MUTUAL OBLIGATIONS – Article 12

### Section 1

Both PARTIES fully support the goal of attaining the highest standards of work, including quality and quantity, in the performance of the EMPLOYER's mission. In an effort to accomplish these objectives, the UNION shall assist the EMPLOYER in such efforts by encouraging employees to:

- (1) search for better and more efficient ways to perform their jobs
- (2) strive for higher productivity with minimal errors
- (3) reduce costs
- (4) submit suggestions for improvement through the Army Suggestion Program; and
- (5) bring to the attention of the EMPLOYER practices, policies, and conditions contributing to waste or deterioration of resources.

### Section 2

The PARTIES mutually agree that the public interest requires high standards of Employee performance and the continual development and implementation of modern and progressive work practices to facilitate improved Employee performance and efficiency. In pursuit of this goal, technological progress and the economical use of human and other resources are endorsed by the PARTIES.

### Section 3

The PARTIES shall place full support and effort behind human resource programs established by the EMPLOYER, such as, but not limited to: Upward Mobility, Equal Employment Opportunity, and Alcohol & Drug Abuse Prevention and Control Program, as such programs are intended to improve Employee well-being, proficiency, and morale.

### Section 4

The PARTIES agree to promote and support all reasonable efforts to conserve energy resources through the economical use of electricity, gas, oil, water, paper, etc., support of paper recycling projects, and carpooling.

### Section 5

The PARTIES have an obligation to assure that all management and UNION officials respectively, are made aware of their obligation to comply with the terms of this Agreement.

## LABOR-MANAGEMENT RELATIONS TRAINING – Article 13

UNION Sponsored Training Session: The EMPLOYER agrees to grant official time to Employees who are UNION officers and stewards for the purpose of attending UNION sponsored and other training sessions, which may include one (1) hour monthly shop steward training, provided the training is of mutual benefit to both PARTIES. Official time for this purpose will not exceed a total of 360 hours within each twelve (12) month period of the life of this Agreement, beginning on the effective date of the Agreement. A written request for official time will be submitted by the UNION President to the Chief, Civilian Personnel Advisory Center, copy furnished to the employees Director at least 30 calendar days in advance of the requested training date(s). The request will contain information about the duration, purpose, and nature of the training.

## GENERAL PROVISIONS – Article 14

### Section 1

The PARTIES shall give their whole-hearted support to the principles set forth in AR 600-20 Army Command Policy and Joint Ethics Regulation 5500.07-R

### Section 2 - Bulletin Boards

The EMPLOYER agrees to provide reserved space on all Class A bulletin boards of a maximum of 18" x 22" for the posting of UNION notices and similar informational material during non-duty hours. The UNION agrees that literature posted or distributed must not violate any law, the security of the installation, or contain scurrilous or libelous material. The UNION may designate its board space as "UNION" within the above parameters. Should any changes in the locations of such bulletin boards be made, the UNION will be notified by the EMPLOYER.

All costs incident to reproduction and preparation of UNION material shall be borne by the UNION. In addition, bulletin boards or parts thereof are furnished for the convenience of the UNION which is solely responsible for its material. The EMPLOYER does not vouch for the accuracy or authenticity of the UNION information nor does appearance of material on the board constitute endorsement by Management.

### Section 3 - Disabled Employees

Employees with severe disabilities which impair their ability to walk to and from their work area and which have been certified by the Post Medical Officer, or designee, to the Law Enforcement & Security Division, or designee, will be assigned to a parking area as close to their work site as practicable.

The EMPLOYER may, upon request of the Employee, shift the tour of duty for the Employees addressed in paragraph 1 above to avoid the crowded conditions encountered during arrival and departure from the work site.

### Section 4 - Property Clearance

Employees assigned to the day shift will be allowed to accomplish property clearances during their regular scheduled tour of duty. Night shift Employees who have to accomplish property clearances, which cannot be accomplished during their shift, will be assigned to the day shift on their last day of duty for that purpose.

## GENERAL PROVISIONS (Continued) – Article 14

### Section 5 - Transfer of Function/Reorganization

The EMPLOYER shall notify the UNION in writing as soon as practicable after a determination has been made with respect to a transfer of function or a reorganization which will impact the existing workforce.

After notification to the UNION, the EMPLOYER will counsel affected Employees in accordance with appropriate regulations, including 5 CFR 351 Subpart C, to explain the rights, privileges, benefits, etc. available to Employees when they are adversely affected.

### Section 6 - Tables of Distribution and Allowance

The UNION, upon request to the EMPLOYER will be provided access to pertinent portions of the official TDA.

### Section 7 - Responsibility for Equipment

Employees will not be held responsible for loss, damage or destruction of tools, equipment or supplies that is not caused by fault or negligence of the Employee as evidenced by an investigation and/or report of survey.

### Section 8 - Medical Disqualification

The EMPLOYER will assure that, in cases of medical disqualification, a determined effort will be made to assign the Employee to a position for which he/she is qualified and able to perform within their limitations.

### Section 9 - Motor Vehicle Traffic Supervision/Parking

The PARTIES have agreed to the subject regulation WVAR 190-1.

### Section 10 - Reasonable Accommodation for Employees with Disabilities

In accordance with Section 501 of the Rehabilitation Act of 1973, as amended (29 USC Section 701) the Federal Government plays a leadership role in promoting the employment of individuals with disabilities.

- (1) The EMPLOYER and the individual with a disability should engage in an informal dialogue to clarify what the individual needs and identify the appropriate reasonable accommodation when he/she knows that there is a workplace barrier that is preventing him/her from effectively competing for a position, performing a job, or gaining equal access to a benefit of the employment. The EMPLOYER and the individual with a disability should engage in an informal process to clarify what the individual needs and identify the appropriate reasonable accommodation.



## GENERAL PROVISIONS (Continued) – Article 14

### Section 10 (cont'd)

- (2) Reasonable accommodation may include but shall not be limited to:
- a. Accessible facilities;
  - b. Job restructuring, part-time or modified work schedules, acquisition or modification of equipment, the provision of readers and interpreters and other similar actions;
  - c. Placement of the employee in another position, if available, which accommodates his/her medical condition/limitations as provided for in WVAR 690-10, "Fitness for Duty".

### Section 11 - Applicable to Firefighters only

**Next of Kin Notification** - The EMPLOYER agrees that if an employee is seriously injured, becomes seriously ill or succumbs to death while on duty, the WVA Commander, Fire Chief, Assistant Fire Chief and/or their designee shall be responsible for notifying the employee's designated next of kin and the UNION president as soon as practicable. It is the employees' responsibility to update his/her emergency contact information as changes occur.

**Staffing Waivers** - The UNION will be provided copies of all requests for waivers initiated by the EMPLOYER in addition to any approved waivers granted by the Secretary of the Army upon request.

### Section 12 -Timekeeping

With the implementation of automated systems for annual leave and sick leave will now be charged at thirty (30) minute intervals. This applies to all bargaining and non-bargaining unit employees except CPAC, Benet Labs and the Contracting Office.

## HOURS OF WORK IN BASIC WORKWEEK – Article 15

### Section 1

The administrative workweek begins at 0001 hours on Sunday and ends at 2400 hours the following Saturday.

The basic work schedule based on the Watervliet Arsenal's compressed work schedule for full-time Employees will consist of four 9 hour days and one 8 hour day normally Monday through Friday the first week of the pay period and four 9 hour days normally Monday through Thursday the second week of the pay period, except for fire protection personnel, and all other Employees in positions, which require different/special tours of duty to accomplish the necessary functions. It is Managements' responsibility to inform the affected employees.

### Section 2

If a legal public holiday under 5 USC 6103 falls on a nine (9) hour workday, a full time employee will be compensated for nine (9) hours. If it falls on the eight (8) hour day, compensation will be for eight (8) hours. Holidays that occur on Saturday shall be celebrated on the preceding Friday. Holidays that occur on Sunday will be celebrated on the following Monday. Holidays that occur on a Friday that would ordinarily be a full-time employee's day off, shall be celebrated on the preceding Thursday. A part-time employee prevented from working on a regularly scheduled workday because of a holiday observance is entitled to holiday leave and pay for the number of hours he/she would have been entitled to work. A part-time employee prevented from working on a regularly scheduled workday due to installation closure, is entitled to administrative leave for the number of hours he/she would have been entitled to work.

### Section 3

When an employee believes he/she warrants exclusion from the negotiated Alternative Work Schedule (AWS) due to a personal hardship, the employee will follow the Commander/Director's policy.

### Section 4 - Does not apply to Firefighters and Law Enforcement

1. Each employee will receive a thirty (30) minute unpaid lunch period. The lunch period shall not be considered dutytime.
2. Employees will be granted a fifteen (15) minute break near the middle of the first and near the middle of the last half of their work schedule. Breaks are not cumulative and cannot be taken in conjunction with or as a continuation of lunch, another break or period of non work time.

## HOURS OF WORK IN BASIC WORKWEEK (Continued) – Article 15

### Section 5

No change in the basic work week will occur that is not the result of negotiations, except as may be required for compliance with 5 C.F.R. Part 610 as supplemented by the Office of Personnel Management.

### Section 6

When an Employee reports for work at the prescribed starting hour on a scheduled workday and is prepared for and remains capable of, but is prevented from performing his/her regularly assigned duties by circumstances beyond his/her control, Management will make a reasonable attempt to keep the Employee gainfully employed by assigning him/her to other duties.

### Section 7

The EMPLOYER agrees that all official travel time as pertains to temporary duty assignments will be scheduled and paid in accordance with applicable laws and regulations. Where feasible, Management will consider Employee requests regarding their preferred travel times.

### Section 8 - Applicable to Law Enforcement and Security Personnel Only

The basic work week for Employees in the Law Enforcement and Security Office will consist of forty (40) hours - five (5) days of eight (8) hours each, with two (2) consecutive days off. The tours of duty (work shifts) are as follows: first shift will work from 0600 to 1400 hours, second shift from 1400 - 2200 hours, and the third shift from 2200 to 0600 hours. Check-in requirements amounting to fifteen (15) minutes to receive instructions and weapons, undergo inspections, etc., prior to start of the basic tour of duty will be in addition to the basic tour of duty. Similarly, check-out requirements after the end of the basic tour of duty amounting to fifteen (15) minutes will be in addition to the basic tour of duty. The above incidental duties will not require more than one-half (1/2) hour overtime each day. However, management retains the right to assign overtime in excess of one-half (1/2) hour.

## SHIFT ASSIGNMENTS – Article 16

### Section 1

The selection and assignment of Employees to a particular shift is the responsibility of the EMPLOYER. When changing shift assignment of Employees under each supervisor (second level supervisor in the manufacturing divisions) the (1) specific skill requirements of the job, (2) prior experience, (3) shift preference, and (4) seniority (SCD) of the Employees will be considered before a final determination is made. Exceptions to this policy, requested by Employees or first line supervisors, can be made only by a supervisor one level higher than the first line supervisor for valid reasons involving compassionate requests from the Employees or for maintaining efficient operations.

To the extent practicable, a voluntary system forms the basis for the overall shift preference policy. Consistent with workload and mission requirements effort will be made by management to avoid shift assignments to a night shift for periods longer than three months. Employees desiring a specific shift, other than the one to which currently assigned, must submit their requests in writing to their immediate supervisor.

### Section 2

In instances where the number of volunteers possessing the specific skills required for the job in question is less than the demand, all non-volunteer Employees identified by the supervisor, using the considerations mentioned above, will be rotated for three months according to SCD. An Employee may volunteer to satisfy the three month rotation period requirement of another Employee. However, it will not affect in any way his/her own involuntary rotation turn.

### Section 3

In instances where the number of volunteers possessing the specific job skills required for night shifts exceed the demand, Employees with the most seniority (SCD) will be assigned to those jobs.

### Section 4

Consistent with the above, an Employee may be displaced from a night shift by an Employee possessing the specific skills required and who possesses greater seniority status (SCD) and desires to work that shift.

An Employee who displaces another Employee on a night shift must remain on that shift for a minimum of one year, unless displaced by a senior Employee or relieved by an Employee who volunteers to serve the remaining portion of the one year. An Employee cannot be involuntarily displaced more than once in a 12-month period by means of greater seniority.

## SHIFT ASSIGNMENTS (Continued) – Article 16

### Section 5

Changes in shift assignments/tours of duty require at least two (2) weeks advance notification, except as may be required for compliance with 5 CFR Part 610. Notification to Employees and the UNION will be in writing. Exceptions to this requirement may be made if the Employee agrees or the Director or Manager that answers to the Command Group, or their designees, or Manager of Tenant Activities/designee approves an exception due to unusual circumstances.

Excluded from the above provisions are those jobs that require continuous 7-day coverage accomplished on a rotational basis.

### Section 6 - Applicable to Firefighters Only

The PARTIES agree that the shift start time will be 0700.

The period for Standby time normally begins at 1500 hours and ends at 0700 hours the following day and shall not exceed sixteen (16) hours within a 24 hour shift.

During Standby time an employee is free to eat, sleep, read, watch television, or engage in other similar leisurely pursuits as long as they remain ready to respond to an emergency. The UNION understands that mission essential activities will be completed during Standby time as needed. The EMPLOYER agrees to guard against scheduling non mission essential work during the employees standby time.

### Section 7

The firefighter personnel located at the Watervliet Arsenal, Emergency Services Office, will work an A/B shift. The A/B shift is defined as a '48 hour on' followed by '72 hours off.

- A. 48 hours on followed by 72 hours off
- B. 48 hours on followed by 48 hours off
- C. 48 hours on followed by 72 hours off

Each shift will be assigned a supervisor and leader. Management will assign employees to shifts insuring diversity of experience covers all workload considerations. Employees will remain on their assigned shifts until a vacated position becomes available unless management needs to change shift for mission requirements. If a shift vacancy opens, that vacancy will be officially posted for Firefighter requests, and considered using employees' Service Computation Date based on leave (SCD-Leave).

Two equally ranked firefighters and lead firefighters can swap/switch shifts upon approval by management. Fire inspectors will be assigned shifts by management to ensure maximum coverage Monday through Friday.

## SHIFT ASSIGNMENTS (Continued) – Article 16

### **Section 8 - Applicable to Firefighters Only**

The PARTIES agree that bargaining unit fire department employees may exchange shifts for each other on regularly scheduled tours of duty provided there is no adverse impact on the mission requirements and the following conditions are met:

1. The exchange of time is strictly voluntary by bargaining unit employees.
2. All time exchanged must be paid back.
3. Requests for this purpose will be in writing and must be submitted to the appropriate management official at least one shift prior to the exchange. The supervisor shall approve/disapprove the request. Disapprovals will be in writing stating the reasons for the denial.
4. The EMPLOYER agrees to maintain all records of all exchanges and agrees to provide these records to the UNION upon request.
5. Swap or exchange must be within the same pay period.
6. Approved shift swaps for firefighters will be in accordance with applicable laws, rules, and regulations.

### **Section 9 - Applicable to Law Enforcement and Security Personnel Only**

In the Law Enforcement and Security Office, a minimum of one (1) Field Training Officer (FTO) will be assigned to each shift.

In the Law Enforcement and Security Office, to the extent possible, the EMPLOYER agrees to consider volunteers when temporarily assigning supervisory duties.

In the Law Enforcement and Security Office preferential days off shall be accorded to Guards and/or Police Officers possessing the specific skill required by Service Computation Date within each shift, as vacancies occur. Days off that are available from the vacant position are the only ones to be assigned under this provision. New employees will be assigned days off remaining after this provision has been applied.

As vacancies occur on particular shifts, preferential assignments for days off will take place prior to assignment of new personnel to that shift. If vacant days off are not filled through preference, prior to assignment through shift change, the employee changing shifts will be assigned those days off.

Available days off within a shift will be posted as positions become vacant. Employees will be canvassed and state their preference to the days off within a shift as they become vacant by initialing the appropriate column of the memorandum prepared by Management. Management will notify the employee of the starting date of the new days off. Requests to switch days off agreed upon between employees must be approved by the shift supervisor and cannot be exchanged for more than two (2) pay periods.

## SHIFT ASSIGNMENTS (Continued) – Article 16

### Section 9 (cont'd)

In the Law Enforcement and Security Office, it is agreed that Guards and/or Police Officers shall be assigned to three (3) non-rotating work shifts. The number of employees assigned to a particular shift will be determined by the EMPLOYER. Preferential shift assignments shall be accorded as a vacancy occurs on the basis of unbroken the Law Enforcement and Security Office service among Guards with the specific skill required. If a vacant position is to be filled by assignment of an employee from another shift exercising seniority, preference for days off in accordance with Section 8 above will be determined prior to a preferential shift assignment. The EMPLOYER may make an exception to the above, on a case-by-case basis, when required, for the accomplishment of the mission. Employees displaced from a shift, as the result of management action regarding another employee, shall have the right to return to their original shift with the same days off at the first available vacancy.

## OVERTIME – Article 17

### Section 1

Overtime, when ordered, is recognized as a condition of employment.

### Section 2

Normally, when overtime is required on any particular job, preference will be given to the incumbent performing this work as his/her regularly assigned duties within the functional or administrative unit under the supervision of the first line supervisor where the overtime occurs. Incumbent is defined as an Employee who has worked the most number of hours on the particular job on the day of assignment, plus the six (6) regularly scheduled workdays, excluding overtime, preceding the day that the overtime assignment is made. When recurring or continuing overtime is applied on a particular job normally performed on multiple shifts during regular working hours, overtime will normally be distributed among the incumbents on each shift performing that work as his/her regularly assigned duties. In circumstances where overtime assignments are not made on the basis of incumbency, such assignments will be made on factors that are reasonable, just, and fair as practicable among qualified Employees within the work area. Employees' preference to work or not to work will be given adequate consideration regarding the assignment of overtime. The EMPLOYER will make a reasonable effort to find a substitute for an Employee whose preference is not to work an overtime assignment.

### Section 3

- (1) In the distribution of overtime, each supervisor is responsible for maintaining a fair distribution of overtime to all Employees under his/her supervision.
- (2) Any employee who has just cause they are not being offered overtime assignments in accordance with the spirit and intent of this agreement may file a grievance to raise those concerns to the appropriate management official and will follow the procedures outlined below for resolution:
  - a. Informal meeting-The EMPLOYER and the UNION agree that an affirmative effort will be made by the Employees and/or their representative (s) and their supervisors to settle any questions/disputes or concerns at the lowest possible level before resorting to the formal grievance procedure.
  - b. Should the informal meeting fail to resolve the Employee concerns, they may refer to Article 44 regarding the filing of a grievance.
- (3) It is the responsibility of both Employee as well as EMPLOYER to bring to the attention of the appropriate official discrepancies in overtime.



## OVERTIME (Continued) – Article 17

### Section 3 (cont'd)

- (4) Any employee who is absent on any form of leave during the entire day of the overtime will not be considered or contacted for overtime on that day. Phone calls to employees to work overtime will only occur as required by the rotational list. Supervisors will only make one (1) attempt to reach the employee at the designated telephone number provided by the Employee. The supervisor will document the overtime record that the employee was called, not available or did not answer and proceed to the next name on the list.

### Section 4

In the ordering of overtime, the EMPLOYER will provide as much advance notification as possible under the circumstances. When a need is recognized for overtime work on weekends, the EMPLOYER will inform those Employees required to work on the 0700 - 1630 and 1630 - 0200 shift during their shift on the Wednesday of the 4 day week and Thursday of the 5 day week immediately preceding the weekend, except for emergencies, or unforeseen circumstances, or when the Commander/Director of Benet, or their designee, determines that the agency would be seriously handicapped in carrying out its functions or that costs would be substantially increased in which case no advance notice may be required. When a need is recognized for overtime work beyond the normal end of the shift, the EMPLOYER will make a determined effort to inform Employees of the need to work overtime as soon as the need is known.

### Section 5

When it is necessary for Employees to return to work outside of their standard work hours to perform unscheduled overtime work of less than two (2) hours duration, they shall be paid a minimum of two (2) hours of overtime.

### Section 6

The EMPLOYER agrees that records of overtime work will be maintained by the EMPLOYER and that such records will be made available for review by representatives of the UNION upon request in connection with a complaint or grievance.

### Section 7

#### Overtime Assignment Policy for Snow Removal

- (1) The incumbency rule is waived. A volunteer list of employees assigned to the division will be used to determine overtime assignments. Each year, at the beginning of the snow removal season, supervision will solicit volunteer drivers and workers from assigned qualified employees. The list will initially be established by assignment/skill, in service computation date for leave order with the most senior employees placed at the top of the list. If there are an insufficient number of volunteers, management may solicit for volunteers from outside the division or may direct the involuntary inclusion of qualified employees. Employees who request to be added to the list (after the initial establishment of the list) will be placed at the bottom of the list. EMPLOYER will solicit volunteers for equipment operation to meet

## OVERTIME (Continued) – Article 17

### Section 7 (Cont'd)

mission requirements. Operator selection will be made based on appropriate grade, required licenses and endorsements and documented experience. EMPLOYER may provide training for inexperienced operators.

- (2) Overtime assignments will be distributed on a rotational basis using the list based on equipment availability; skill level and licensing of employees on the list. It is understood that an employee's preference to work or not to work will be given adequate consideration regarding the assignment of overtime. If, after the overtime list is exhausted, overtime spaces are still available, the employee whose turn it is to work, based on the rotational list and skill level requirements, may be directed to work.
- (3) Any employee who is absent on any form of sick leave during the entire day of overtime will not be considered or contacted for overtime on that day. Similarly, any employee on annual leave will only be considered or contacted when their name comes up on the rotational list. Phone calls to employees to work overtime will only occur as required by the rotational list, and one attempt will be made to reach a person. After that the leader will document the overtime record showing that the employee was called, was not available and proceed to the next name on the list.

### Section 8

#### Overtime Assignment Policy for Crane Operators

- (1) The incumbency rule is waived. Overtime assignments will be distributed on a rotational basis using two lists by shift for the first and second shift. The initial lists will be set up by service computation date for leave. If additional employees or replacements are brought into the area their names will be added to the bottom of the list.
  - a. Weekday Overtime: There will be a list for the first shift and a list for the second shift. Each will be for overtime required beyond the regular compressed workday as defined in Article 13, Hours of Work in Basic Workweek. If a regular third shift be employed in the future a list will be established for the third shift.
  - b. Weekend Overtime: There will be a list for the first shift and a list for the second shift. Should a regular third shift be employed in the future a list will be established for the third shift. As defined in Article 13, the first weekend of the compressed work week is Saturday and Sunday and the second weekend is as Friday, Saturday and Sunday.
  - c. Any Employee who volunteers or is directed to work for weekend overtime on an off shift (not his regularly assigned shift) will not cause the employee(s) rotation to be changed on the shift he is regularly assigned.

## OVERTIME (Continued) – Article 17

### Section 8 (continued)

- (2) Special procedures will be used to cover third shift overtime as long as there are no regular scheduled crane operators on the third shift. For third shift overtime the second shift list will be used for overtime required during the first half of the third shift. For overtime required during the last half of the third shift the day shift list will be used.
- (3) It is understood that an employee's preference to work or not to work will be given adequate consideration regarding the assignment of overtime. After the overtime list for a shift is exhausted, i.e. all employees on the list decline, if overtime spaces are still needed to be filled, management will seek volunteers from one of the other shift lists. Should there be no volunteers from the other shift list, management will order the employee whose turn it is to work, based on the rotational shift list, to work the overtime.
- (4) Any employee who is absent on any form of sick leave during the entire day of the overtime will not be considered or contacted for overtime on that day. Any employee on annual leave will only be considered or contacted when their name comes up on the rotational list. Phone calls to employees to work overtime will only occur as required by the rotational list. Supervisors will only make one (1) attempt to reach the employee at the designated telephone number provided by the Employee. The supervisor will document the overtime record that the employee was called, not available or did not answer and proceed to the next name on the list.
- (5) When overtime for an entire shift is necessary it will not be within the Employee's discretion to choose working only a portion of the shift. Volunteers or directed assignments (if no volunteers available) will be for the entire duration of the shift or full length of the assignment.
- (6) Employees on military leave during days of overtime assignments are not considered in an official duty status and therefore will not be considered or contacted in the rotation for the overtime on those days.

### Section 9 - Light Duty

Employees who are on a "light-duty" assignment will not be allowed to work overtime during the period of time for which they assigned light duty work. The employee on "light-duty" will be temporarily removed from the overtime roster until they have returned to full duty with all appropriate medical documentation/releases per standard procedures. If there is a mission related emergency where management deems it necessary to request the employee on light duty to perform within their limitations an assignment of overtime work, they have the right to do so on a limited and case by case basis.

## OVERTIME (Continued) – Article 17

### Section 10 - Applicable to Firefighters Only

All overtime in the fire department will continue to be distributed using the wheel system currently in place. The EMPLOYER will maintain the overtime wheel system and will notify the employee as soon as overtime is identified; the employee will be notified in person if feasible or via phone. EMPLOYER will make every effort to ensure employees will not be scheduled overtime before or after any scheduled annual leave or scheduled comp time earned.

### Section 11 - Applicable to Law Enforcement and Security Personnel Only

In the Law Enforcement and Security Office, when overtime is required for eight (8) hours, all personnel on their day off whose name appears on the Overtime Duty Roster will be asked to perform the overtime starting with the shift where the overtime is needed, from the high numbered patrol person on down, proceeding to the shift following the shift where the overtime is needed, then to the remaining shift, provided that they can be personally asked in advance. If this cannot be accomplished due to the short notice of an overtime situation, personnel who are on their scheduled day off will be called by telephone and asked if they wish to work the eight (8) hours of overtime starting with the shift where the overtime is needed, from the high numbered patrol person on down, proceeding to the shift following the shift where the overtime is needed, then to the remaining shift. If this fails, the high numbered patrol person from the previous shift will work the first four (4) hours of the overtime, and the high numbered patrol person from the following shift will work the second four (4) hours of the overtime, provided that they can be personally notified in advance. If this fails, the high numbered patrol person from the previous shift will work the overtime. When more than one (1) patrol person is required for overtime, the high numbered patrol person will work the overtime of the longest duration. When the overtime falls on the last day of duty before entering their regular days off or pre-approved annual leave, the high numbered patrol person will be offered but not required to work the overtime.

In extreme emergencies, he/she will be required to work the overtime of the least duration. If the offered overtime is declined, the overtime will be assigned to the next high numbered patrol person who is not entering their regular days off or pre-approved annual leave. A substitute will be allowed to work for the high numbered patrol person for all or part (but not less than one (1) hour) of the required overtime, when that overtime assignment is at least two (2) hours in duration. All patrol persons working manpower overtime will be credited on the overtime board. Any employee forced to work overtime will receive credit on the overtime roster regardless of duration. However, an employee who volunteers to work overtime must work at least four (4) hours in order to receive credit on the overtime roster.

In the Law Enforcement and Security Office, the Overtime Board will list employee's names in order of SCD for each shift. When more than one (1) employee shares the same high number on the Board, the senior employee has the right to turn down the overtime. If the occasion arises during the shift where more overtime is required, the senior employee has the choice of which overtime he/she wishes to cover.

## OVERTIME (Continued) – Article 17

### Section 12-Applicable to Law Enforcement and Security Personnel Only

Management will make a determined effort to cover supervisory overtime. In the event no supervisor is available due to illness, leave, etc., a lead guard/police will be afforded the opportunity to work said overtime.

## SICK LEAVE – Article 18

Employees recognize the insurance value of sick leave and the importance of work attendance in the accomplishment of the EMPLOYER'S mission.

Employees will earn sick leave in accordance with appropriate laws and regulations of the Office of Personnel Management.

### Section 1 - Leave Requests

Employees have the responsibility to request leave. Sick leave will be granted, pending approval, when Employees are incapacitated for the performance of their duties for reasons of sickness, injury, or other reasons as provided by sick leave regulations. When an Employee requires use of sick leave, he/she will be responsible to personally request leave through the appropriate management official or designated alternate individual, (as identified by their supervisor) prior to or as close as possible to the beginning of their scheduled work shift. An employee who expects to be absent more than one (1) day shall talk with their supervisor concerning the approximate date of return to duty.

The EMPLOYER has the responsibility to approve or disapprove leave. The leave request shall be approved or disapproved on a timely basis. If leave is disapproved, BU employees will be informed of the reason(s).

Employees in the Boiler House, Law Enforcement/Security, and the Waste Treatment Plant must call in two hours before the beginning of their shift.

It is understood that in extenuating circumstances, an emergency situation may preclude an employee from the above reporting requirements. These extenuating circumstances are rare. In these extenuating circumstances, the employee must personally notify the appropriate management official no later than four (4) hours after the beginning of the shift.

### Section 2 - Appointments

It is agreed that Employees desiring medical, dental, or optical examinations, or treatment, will request such leave as far in advance as possible.

If it becomes necessary to arrange such appointments during the work shift, Employees will make every effort to schedule them at the beginning or end of their work shift.

### Section 3 - Documentation

Sick leave must be granted to employees when they are incapacitated for the performance of their duties for reasons of sickness, injury, or other reasons in accordance with 5 CFR Section 630.401(a).

Management may require a medical certificate for an absence for any of the purposes described in 5 CFR Section 630.403(a) for an absence of 4 consecutive work days or for a lesser period when Management determines it is necessary. Documentation must be turned in to the Health Clinic or employees' supervisor at the employees' discretion.

## SICK LEAVE (Continued) – Article 18

### Section 3 (cont'd)

An Employee must provide administratively acceptable evidence or medical certification for a request for sick leave no later than 15 calendar days after the date the agency requests such medical certification. If it is not practicable under the particular circumstances to provide the requested evidence or medical certification within 15 calendar days after the date requested by the agency despite the employee's diligent, good faith efforts, the employee must provide the evidence or medical certification within a reasonable period of time under the circumstances involved, but no later than 30 calendar days after the date the agency requests such documentation. An employee who does not provide the required evidence or medical certification within the specified time period is not entitled to sick leave.

### Section 4 - Advanced Sick Leave

Advanced sick leave up to 30 days may be requested in cases of serious disability or illness where there is reasonable assurance the Employee will return to duty for a sufficient period of time to repay the sick leave advanced. Requests for advanced sick leave will be in writing and will be supported by a valid medical certificate.

## ANNUAL LEAVE – Article 19

Annual leave will be governed by laws and regulations of the Office of Personnel Management, and as further stipulated below.

### Section 1 - Leave Accrual

WATERVLIET ARSENAL Employees are entitled to accrual of annual leave as prescribed by statutes.

### Section 2 - Leave Requests

The EMPLOYER will, at the Employee's request, allow annual leave of not less than two (2) consecutive weeks during the calendar year, subject to mission or workload considerations. Employees preferring specific dates are encouraged to submit their requests to their supervisors during the months of November and December. Employees cannot assume leave requests are approved until their requests are tentatively scheduled/approved by their supervisor on or before 31 January. Those tentative leave schedules will be provided to the Employee by 31 January of each year. Conflicts between Employees under each approving supervisor over requested vacation periods will be resolved in favor of the Employee with the greatest seniority (SCD).

### Section 3 - Leave Changes

Requests or changes in requests submitted after the schedule has been approved will be considered and scheduled without involuntary displacement of Employees whose requests have been previously approved.

### Section 4 - Leave Cancellation

When a supervisor finds it necessary to cancel previously approved leave due to unforeseen workload requirements, the reasons for cancellation will be explained to the affected Employee in writing.

Denial of the use of such leave will be based on factors which are reasonable and equitable and which do not discriminate against any Employee. Supervisors will provide notice of cancellation of scheduled leave as soon as the need is known.

### Section 5 - Scheduled Leave

Employees will assure that annual leave is scheduled during the year to avoid situations where they approach the end of the leave year with a significant amount of annual leave that must be used. The EMPLOYER may require the use of use or lose leave throughout the year to avoid maximum accumulation at the end of the year. Provisions will be made for Employees to carry over scheduled annual leave in accordance with applicable leave regulations. The EMPLOYER agrees to send Employees (through DISTRIBUTION: E) a mid-year reminder to schedule use or lose leave.



## ANNUAL LEAVE – Article 19

### Section 6 - Unscheduled Annual Leave

All annual leave is required to be approved in advance. However, it is recognized that unforeseen circumstances may require the use of unscheduled annual leave. When unscheduled annual leave is required, the Employee will be responsible to personally request leave through the appropriate management official or designated alternate individual, (as identified by their supervisor) prior to or as close as possible to the beginning of their scheduled work shift.

Employees in the Boiler House, Law Enforcement/Security, and the Waste Treatment Plant must call in two hours before the beginning of their shift.

### Section 7 - Extenuating Circumstances

It is understood that extenuating circumstances may preclude an Employee from this reporting requirement. These extenuating circumstances are rare. In such cases, the notification may be made by another person. In these extenuating circumstances, the employee must notify the appropriate management official as soon possible after the beginning of the shift. Retroactive approval of annual leave may be given where circumstances warrant. The mere reporting of an absence and leave request will not necessarily result in favorable action, and documented proof of extenuating circumstances may be required.

### Section 8 - Leave Near Holidays

For Mondays which precede Tuesday holidays, and Fridays which succeed Thursday holidays, the EMPLOYER will grant leave to the extent permitted by workload and specific process skills required. It is also recognized that certain days off are desirable during the holidays. Therefore, for the period of 23 December through 2 January, a relaxed leave policy is in effect. Managers will be encouraged to approve all leave requests.

When workload requirements for a specific job are less than the number of available Employees possessing the specific skills for the job, leave will be granted on the basis of seniority (SCD).

### Section 9 - **Applicable to Firefighters Only**

Annual leave will follow SCD-Leave procedures. There will be a three round process of annual leave selections. For each round, employees will be allowed to select six 24 hour days. For the first round, each employee must provide their first round of annual leave selections by 1 October each year. Management will work through the list by SCD-leave to schedule requested leave using the same procedures for all shifts. When a scheduling conflict is identified, management will inform the employees and give him/her 24 hours to respond with alternate dates. Once every employee has had an opportunity to select their first round of leave and management has approved all selections, management will notify all employees, in writing that the first round of annual leave selections are complete.

## ANNUAL LEAVE (Continued) – Article 19

### Section 9 (cont'd)

Employees will then have 72 hours to provide an e-mail to management with their second round selections. The 72 hour period begins upon notification from management that the first round of selections is complete. Management will notify the employees in writing, when the second round annual leave selections is approved/completed. Once this notification is complete, the third round of annual leave selections will begin. Employees will have 72 hours to provide an e-mail to management with their third round of selections. The 27 hour period begins upon notification from management the second round of selections is complete. Management will send a final notice to employees, in writing, to notify employees that scheduling of annual leave is complete for the calendar year.

If an employee fails to contact management during any of the three rounds of annual leave selections, the employee will automatically be "bumped" (within the round he/she failed to respond) until; they contact management with his/her leave request. Once the employee contacts management, he/she will be allowed to request leave and management will insert the selections into the process in the stage/timeframe in which the employee replied. Any annual leave or comp time requested by an employee after the above process is completed, will require an OPM71 form be submitted to management. Management will then have 72 hours to approve/disapprove it.

An employee can cancel their scheduled leave, but must do so 12 hours before the shift were to start.

## LEAVE WITHOUT PAY – Article 20

### Section 1 - Granting LWOP

Leave without pay (LWOP) may be granted in accordance with the terms of this Agreement, applicable laws, and controlling regulations. LWOP is a non-pay status whereby approval is at the discretion of the supervisor.

### Section 2 - Applying for LWOP

Employee representatives elected or appointed to a UNION office may apply for periods of leave without pay to accept temporary UNION positions. The EMPLOYER agrees to make every reasonable attempt to grant such leave, subject to mission or workload considerations, initially not to exceed a period of two (2) years. Renewals for extension of the initial grant will not exceed two year increments, and will in no case cause a total absence beyond four (4) years.

### Section 3 - Returning from LWOP

Employees returning to duty from approved periods of leave without pay will be granted such rights, privileges, and seniority to which they may be entitled at that time in accordance with applicable laws and regulations.

### Section 4 - LWOP for Education

LWOP may be granted for educational purposes in accordance with applicable regulations.

### Section 5 - LWOP under Executive Order 5396

In accordance with Executive Order 5396, when a disabled veteran, as defined in 5 CPR 211.102, presents a statement from a medical authority that treatment is required, annual leave or sick leave shall be granted, if available, otherwise, leave without pay shall be granted. The granting of such leave is contingent upon the veteran's giving prior notice of definite days and hours of absence required for medical treatment in order that arrangements may be made for carrying on the work during his/her absence.

## MATERNITY/PATERNITY/FAMILY LEAVE – Article 21

### Section 1 - Absence & Leave

Employees may use sick leave, annual leave and/or leave without pay to care for others in accordance with 5 C.F.R., Part 630.

### Section 2 - Family & Medical Leave Act

The PARTIES further agree to comply with the provisions of the Family & Medical Leave Act (PL-103-03), which normally allows Employees to use up to 12 weeks LWOP during any 12 month period for personal/family care within the limits stated in the Act. The following provisions are intended to be consistent with 5 CFR 630, subpart L (§ 630.1201-630.1211). Leave for these purposes may be used for:

- (1) The birth of a son or daughter of the employee and the care of such son or daughter;
- (2) The placement of a son or daughter with the employee for adoption or foster care;
- (3) The care of spouse, son, daughter, or parent of the employee who has a serious health condition; or
- (4) A serious health condition of the employee that makes the employee unable to perform the essential functions of his or her positions.
- (5) Any qualifying exigency arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces.

To that end, the PARTIES agree to the following:

- (1) Employees must first invoke their rights under the Family & Medical Leave Act.
- (2) The Employee will be provided Optional Form WH-380 and OPM 71 by his/her supervisor.
- (3) Completed OPM 71 Form must be submitted to the Management Employee Relations Representative within the CPAC office.
- (4) Employee must submit WH-380 form to the Health Clinic
- (5) LMER representative from CPAC or the CPAC Director will approve/disapprove and will communicate the approval/disapproval within 7 calendar days unless there are extenuating circumstances. If the request for FMLA is disapproved, the reasons for disapproval will be stated in writing.

## EXCUSED ABSENCE/ADMINISTRATIVE LEAVE – Article 22

### Section 1 - Excused Absence

A reasonable amount of duty time may be granted to Employees desiring to review their official personnel file which is available online. Employees will be permitted to do so by making an appointment with their immediate supervisor.

### Section 2 - Administrative Leave

Administrative leave may be granted in accordance with applicable laws and regulations when the Commander or his/her designated representative authorizes a suspension of operations due to unanticipated conditions such as military necessity, an Act of God, or events beyond the control of the EMPLOYER.

### Section 3 - Tardiness

Tardiness of less than one hour will be excused/not excused by the supervisor.

### Section 4 - Blood Donations

- (1) It is agreed by the PARTIES that the donation of blood is a generous gift on the part of an Employee. Therefore, the EMPLOYER will continue a voluntary program of blood donations by means of scheduling Bloodmobile visits to the Arsenal. An Employee may be granted up to four (4) hours administrative excusal for reporting to and from the donation site, actual donation, and recuperation to the extent the excused time falls within the Employee's normal hours of work.
- (2) All requests to donate blood are subject to supervisor approval based upon such things as the number of Employees already approved for leave on the date in question, as well as workload and mission requirements.
- (3) Nothing in this Article should be construed as prohibiting second or third shift Employees from serving as blood donors or being allowed blood leave as long as all other requirements of the Article are fulfilled.

### Section 5 - Organ Donations

With the passing of Public Law 106-56, an employee may use 30 days of paid time off each calendar year to serve as an organ donor.

OPM does not believe there is a need to regulate this entitlement, nor does DoD plan to establish a separate leave category for tracking this entitlement. When used, this entitlement needs to be recorded in the time and attendance systems the same way other types of excused absences (e.g. blood donations) are recorded. Although this absence is being administratively recorded as excused absence (administrative leave), leave approving officials need to understand this is a statutory right of an employee. Leave approving officials must ensure authorized limits are not

## EXCUSED ABSENCE/ADMINISTRATIVE LEAVE – Article 22

### Section 5 (continued)

exceeded. In cases where medical procedures and recuperation requiring absences longer than 30 days, we encourage agencies to continue to accommodate employees by granting additional time off in the form of sick and/or annual leave and/or advance sick and/or annual leave, donated annual leave or leave without pay.

### Section 6 - Bone Marrow Donation

Bone marrow donors are entitled to seven (7) days of paid leave each calendar year to serve as a bone marrow donor. In cases where medical procedures and recuperation require absences longer than 7 days, we encourage agencies to continue to accommodate employees by granting additional time off under other leave policies; i.e., annual, sick, advanced leave, donated leave, LWOP.

To maximize the Army's opportunity to contribute to these potentially lifesaving activities, we urge supervisors to make employees aware of the current availability of excused absence and leave for these medical donor programs.

### Section 7 - Elections

Employees may be granted administrative leave to vote in governmental elections in accordance with established laws, rules and regulations.

### Section 8 - Court Leave

Employees shall be granted court leave in accordance with established laws, rules and regulations. Court leave is leave of absence from duty without loss of pay or charge to annual leave to perform jury duty in a Federal, state, or municipal court or to serve as a witness in a judicial proceeding to which the United States, the District of Columbia, or state or local government, is a PARTY.

The law states in part:

An employee is entitled to without loss of, or reduction in pay, leave to which s/he is otherwise entitled, credit for time or service, or performance or efficiency rating, during a period of absence with respect to which s/he is summoned by a court or authority responsible for the conduct of a judicial proceeding, to serve:

1. as a Juror; or
2. as a witness (except as provided below), on behalf of any PARTY in connection with any judicial proceeding to which the United States, the District of Columbia, or a State or local government is a PARTY; in the District of Columbia, a State, territory, or possession of the United States

## EXCUSED ABSENCE/ADMINISTRATIVE LEAVE (Continued) – Article 22

including the Commonwealth of Puerto Rico or the Trust Territory of the Pacific Islands. For this purpose, "judicial proceeding" means any action, suit, or other judicial proceeding, including any condemnation, preliminary, informational, or other proceeding of a judicial nature, but does not include an administrative proceeding.

An employee is performing official duty during the period with respect to which he/she is summoned, or assigned by his/her agency, to:

- (1) testify or produce official records on behalf of the United States or the District of Columbia; or
- (2) testify in his/her official capacity or produce official records on behalf of a PARTY other than the United States or the District of Columbia.

It is Army policy not to request that employees be excused from jury duty on the basis of their employment except in cases of extreme necessity.

Court leave can only be granted for those days and hours the employee would otherwise be in a pay status. Employees are to return to work if excused by the court, unless the supervisor determines the employee's return would be impractical. If excused early from jury duty, the employee should contact the supervisor for a determination on their work status for the remainder of the work day. Failure to do so could result in a charge to absence without leave.

When an employee is called for jury duty or witness duty a copy of the court order, subpoena, summons, or official request shall be provided to the supervisor. When the employee returns to duty, they must provide official written evidence of attendance in court showing the dates and hours to support the appropriate recording on the employee's Time and Attendance Sheet.

Court suits between private individuals or companies in which the United States or a state or local government is not involved do not entitle employees to court leave.

## MILITARY LEAVE – Article 23

Full cooperation will be extended to all Reserve components of the Armed Forces by granting leave of absence for military training purposes to authorized Employees. Each reservist of the Armed Forces of the United States or member of the National Guard who is entitled to leave of absence from his/her duties will be granted such leave without adverse effect on his/her performance rating, or loss of pay, or charge to annual leave. Military leave will be granted to Employees upon presentation of official orders in accordance with applicable regulations.



## ARSENAL SHUTDOWN – Article 24

All Employees normally performing specialized work scheduled for the shutdown (maintenance or other) will be assigned to work during the shutdown. Other scheduled work will be assigned to qualified Employees who do not have sufficient annual leave for the shutdown because of extended illness, short-term employment (Employees hired within one year of the first day of the current year's shutdown), or personal hardship who have requested to work. If there is still an insufficient number of people to perform all scheduled work, the most senior Employees (SCD) who have requested to work will be given the first opportunity to work during the shutdown within the confines of the numbers needed. All requests to work the shutdown must be submitted to immediate supervisors in writing not later than the last working day of May. The EMPLOYER will provide the UNION with the number of Employees needed to perform scheduled work and the number of Employees assigned to perform specialized scheduled work, 30 days prior to the start of shutdown.

## JOB DESCRIPTION/CLASSIFICATION – Article 25

### Section 1 - Job Description

Employees are entitled to a job description which accurately reflects the major duties required of the position. A BU employee will receive a copy of his/her position description upon initial entry into a position. When a BU employee believes his/her position description is inaccurate or improperly classified, the Employee shall first bring the matter to the attention of the immediate supervisor, in writing stating the reasons why he/she believes his position description is inaccurate or improperly classified. The supervisor is responsible for assuring that a local review process is completed and render a written decision to the employee within 45 calendar days from receipt of employee's written request. If a position description is found to be inaccurately or improperly classified, prompt corrective action will be taken in accordance with all applicable laws, regulations and rules. In rendering the decision, the supervisor will provide the Employee a complete analysis of the position with the reasons for the decision.

Should this fail to resolve the BU employee's concern or the employee is not satisfied with the supervisor's decision, the employee may request a position/desk audit of the position and management will submit a Position Review RPA to CPAC within the same 45 calendar days. Upon completion of the audit, CPAC will provide the employee and supervisor with the findings/decision of the position audit. The decision will also contain a statement reflecting that, if the Employee is dissatisfied, the Employee may appeal the decision in accordance with 5 CFR 532.705(a)(1) for Wage Grade employees or 5 CFR 511.604 for General Schedule employees.

### Section 2

The Employee may be assisted in the procedure identified in Section 1 of this Article if requested.

### Section 3

The EMPLOYER agrees to inform the UNION when changes will be made in the classification of any position that affects the bargaining unit status of that position.

### Section 4

This does not preclude the EMPLOYER from detailing Employees for less than 30 days for legitimate work needs, without submitting an RPA.

## PERFORMANCE STANDARDS & EVALUATION – Article 26

### Section 1

- (1) The Watervliet Arsenal and Benet Laboratories will use the Department of Army's civilian performance appraisal system. The current performance appraisal system is the Total Army Performance Evaluation System (TAPES) AR 690-400.
- (2) TAPES is a positive based appraisal system, intended to motivate an exceptional workforce, by linking individual performance to arsenal goals.
- (3) TAPES allows for discussing areas for improvement with "Exceptional Employees" from the latitude provided in the rating system.
- (4) The system advocates improved communication and understanding between the Employee and the supervisor on performance expectations.
- (5) The system promotes individualized measures or expectations based on the type of assignments generally received and the type of work normally performed in your work unit.
- (6) The performance appraisal system will be administered in accordance with applicable rules, laws and regulations.

### Section 2

In the interest of providing for objectivity in a supervisory appraisal, an Employee should have been working under the evaluating supervisor for at least 120 calendar days. An employee who is detailed continues to occupy the position from which detailed for official purposes. The supervisor of the employee in the detailed position will provide input (for details less than 120 days) or a special appraisal (for details greater than 120 days) to employee's rating supervisor of record.

### Section 3 - Application:

The evaluation given Employees by their supervisor shall be prepared in accordance with the following:

- (1) The supervisor will discuss the Employee's job performance with the Employee discreetly, annually, and on one other occasion, normally mid-term.
- (2) If the supervisor has identified shortcomings in the Employee's performance, the Employee shall be notified when the problem is perceived and/or at the mid-term discussion. The supervisor will tell the Employee what is necessary to improve in order to satisfactorily perform duties.
- (3) The annual performance evaluation will be in written form. All performance evaluations will be reviewed and approved by the senior rater.

## PERFORMANCE STANDARDS & EVALUATION (Continued) – Article 26

### Section 4 - Awards Program

The PARTIES agree that the Employee Suggestion, Incentive and Performance Award Programs promote high employee morale, a sense of well being are beneficial to both the EMPLOYER and Employee. The awards program will be administered in accordance with applicable laws, rules, regulations including 5 CFR Parts 430, 451, and 531.

The PARTIES fully support the Army Incentive Awards Program. Therefore, management officials will confer, consult and negotiate with the UNION, as appropriate, on the implementation and operations of the Incentive Awards Program.

An award is something bestowed or an action taken to recognize and reward individual or team achievement that contributed to meeting organizational goals or improving the efficiency, effectiveness, and economy of the arsenal operations or is in the public interest. Group awards should be given based on the employee's contribution or participatory value. All employees rated at Successful Level 3 or higher are eligible for consideration for performance awards and Supervisors may grant such awards to those who are deserving based on merit and who have not been otherwise rewarded for their contributions.

The EMPLOYER shall annually provide a list of all awards given to employees. This will include type of award and monetary amounts consistent with the Privacy Act.

### Section 5

Correction of unacceptable performance will be in accordance with 5 CFR Part 432 and AR 690-400. Employees will receive at least a ninety (90) calendar day opportunity to demonstrate improvement.

### Section 6 - Performance Improvement Period

When an employee's performance is unacceptable, the employee will receive a written Performance Improvement Plan that will contain:

- (1) A notice of unacceptable performance in one or more critical elements of the employees' performance standards and at least 90 calendar days to bring his/her performance to an acceptable level. During the improvement period the employee will be given the opportunity to work on those critical elements of the job that are unacceptable while maintaining an acceptable level of performance on all other critical elements.
- (2) Information as to how the supervisor will assist the employee in becoming successful.
- (3) Information as to what the employee must do to bring performance to an acceptable level during the improvement period.
- (4) Periodic evaluation of the employee's performance during the improvement period. Failure to improve performance during the improvement period to a successful level may result in removal, demotion or reassignment to another position.
- (5) If at the end of a performance improvement period the employee is performing at a successful level, the employee will be so notified in writing.

## PERFORMANCE STANDARDS & EVALUATION (Continued) – Article 26

### Section 7 -Notice of Proposed Demotion or Removal

An Employee whose reduction in grade or removal is proposed is entitled to:

Thirty days advance notice which identifies (a) the specific instances of unacceptable performance by the employee on which the proposed action is based; and (b) which identifies the critical element(s) of the Employee's performance standards involved in each instance of unacceptable performance.

- (1) Representation by a representative to include a NFFE representative;
- (2) A reasonable amount of time (not less than 15 calendar days) to answer orally and/or in writing and may submit affidavits or other written statements in support of that response;
- (3) The Employee's response will be considered by the deciding official;
- (4) Of the Employee's status during the notice period
- (5) The Employee and/or representative will be granted a reasonable amount of official time to review the material relied on to support the reasons in the notice, to secure affidavits or other written statements, and to prepare an answer to the notice

### Section 8 -Notice of Decision

A written decision shall be rendered by the deciding official indicated in the proposal notice. Normally the deciding official shall be at a higher level in the activity than the proposing official. The notice of decision will:

- (1) Specify the instances of unacceptable performance by the employee by which the reduction in grade or removal is based; only instances of unacceptable performance which occurred in the 1 year period before the date of the advance notice may be used to support the decision. Only those instances included in the advance notice may be relied on to support the final decision.
- (2) Specify the Employee's appeal rights, including his/her right to appeal the action to the Merit Systems Protection Board or through the Negotiated Grievance Procedure, but not both, and will inform the Employee that he/she will be deemed to have exercised his/her option to raise the matter under one procedure or the other at the time the Employee timely files a written grievance or files a notice of appeal under the applicable procedures.
- (3) Be delivered at least 7 calendar days prior to the effective date of the action

## VACANCIES & PROMOTIONS – Article 27

### Section 1 - Purpose

All actions under this article whether identification, qualification, evaluation, or selection of candidates shall be made without regard to marital status, race, religion, color, sex (including pregnancy and gender identity), sexual orientation, parental status, national origin, age, disability, family medical history or genetic information, political affiliation, military service, or any other non-merit based factor.

### Section 2 - Area of Consideration

- (1) The PARTIES recognize that positions may be filled from any appropriate source in accordance with established laws, rules and regulations.
- (2) The PARTIES agree that management may use a number of recruitment methods simultaneously in order to reduce the total time to refer candidates.
- (3) The EMPLOYER agrees that the minimum area of consideration for all positions announced through the merit promotion program will include all current career and career-conditional employees employed at Watervliet Arsenal including those employed at Army activities.

### Section 3 - Regional Merit Promotion Plan

The PARTIES agree to use the Regional Merit Promotion Plan. The Plan will be provided on Watervliet Arsenal's SharePoint site.

### Section 4 - Inquiries

Employees have the right to inquire as to questions/concerns relating to the reason(s) they were not referred for a specific vacancy. For specific procedures relating to the applicant inquiry process, employees may contact CPAC. If the employee's concerns are not alleviated, CPAC will make every reasonable effort to provide applicable information.

### Section 5 - Posting Vacancy Announcements

All Vacancy Announcements for positions will be posted via the EMPLOYER's automated referral system and will conform to the EMPLOYER's merit promotion procedures. Vacancy announcements will be open for a minimum of five (5) days, not to include weekends or holidays.

### Section 6 - Applying for Vacancies

Employees are responsible to search for and identify those vacancies for which they seek to be considered. Employees must apply for positions via and in accordance with the EMPLOYER's automated referral system. Employees are responsible for ensuring their resumes and supplemental data are current and properly submitted. Failure to have a thoroughly detailed resume and/or not submitting all required materials may result in ineligibility.

## VACANCIES & PROMOTIONS (Continued) – Article 27

### Section 7 - Status of Application

Employees are responsible for accessing the EMPLOYER's automated referral system to determine the status of their resume, self- nomination, referral and/or selection.

### Section 8 - Requests for clarification

Employees who have questions or who want clarification regarding the reason(s) they were not referred will submit their request through the automated referral system.

### Section 9 - Release

Unless precluded by a hiring freeze, employees selected on a competitive basis for promotion will be released not later than the end of the second pay period following notification to the employee of their selection.

## NONCOMPETITIVE ACTIONS – Article 28

### Section 1

The EMPLOYER agrees that Employees assigned to an established higher graded position should be temporarily promoted whenever possible.

To accomplish this, the EMPLOYER agrees that when an Employee is assigned to an established higher graded position for more than 14 calendar days, an RPA will be initiated to temporarily promote, with pay, the Employee for the remainder of the time necessary for the Employee to serve in the established higher graded position, up to a maximum 120 calendar days.

Should an administrative error occur and the RPA not be initiated at the beginning of the third week from the date the Employee was assigned to the established higher graded position, and a dispute or grievance occurs, the following will apply:

- (1) The grievance must be filed by the end of 24 calendar days from the date the Employee is assigned to the higher graded position, or the grievance will not be considered timely, nor will it be processed.
- (2) No grievance will result due to the administrative time necessary to make temporary promotions effective.
- (3) The PARTIES agree that back pay will not be rendered in any case where the grievance is not filed by the end of the 24th calendar day from the assignment to the established higher graded position.
- (4) The UNION agrees that this Article will not be used as a basis for pursuing back pay claims/grievance in situations or cases that have occurred prior to the effective date of this agreement.
- (5) In any case, retroactive promotion (and back pay) will be limited to the date of the filing of the grievance with management.
- (6) In instances where Watervliet Arsenal is restricted from initiating temporary promotions by OPM, or applicable laws and regulations of appropriate authority, the provisions of this article do not apply. This does not preclude the EMPLOYER from initiating the RPA on the first day of assignment to an established higher graded position if it is expected that the assignment will be beyond 14 calendar days.



## NONCOMPETITIVE ACTIONS (Continued) – Article 28

### Section 2

#### Repromotion Program

Coverage: Permanent employees currently receiving grade and/or pay retention benefits due to a downgrade that was affected through no fault of their own, i.e. those downgraded by reduction-in- force, reclassification, medical disqualification. It does not include employees downgraded into upward mobility programs, to correct an error, or demotions at the employee's request or for personal cause. (Waiver of grade retention is considered a change to lower grade at employee's request).

Employees on temporary appointments are not eligible to receive repromotion consideration.

#### Procedure:

- (1) All employees receiving grade and or pay retention benefits will be registered in the Repromotion Program for the pay plan and grade lost.
- (2) If there are multiple entitlements, due to more than one demotion, each entitlement will be considered separately and listed as separate entries for that employee.
- (3) Specific qualifications possessed by registrants will be determined for each vacancy as it occurs. Individual employee files will be maintained and updated to reflect consideration granted, date granted, position title, series and grade, Full Performance Level (FPL), repromotions received, and declinations.
- (4) The Repromotion List will be the first source considered in filling all (permanent and temporary) competitive vacancies. Repromotion Lists will not be issued across activity lines (i.e. Benet to Arsenal, etc.) during freezes which prohibit an increase in activity strength. Selection during freezes across lines are effected by detail only. Upon request and approval of a freeze exception, appropriate repromotion lists will be referred before other methods of recruitment are utilized. Use of the Priority Placement Program may be the only exception to this policy.
- (5) If the FPL of the vacancy is higher than the grade lost, no repromotion will apply.
- (6) If no selection is made from this list, reasons for non-selection must be submitted through CPAC to the Commander, Director of Benet Laboratories or equivalent level, who will concur/non-concur with the non-selection(s).

#### Termination of Eligibility:

- (1) Entitlement under the Repromotion Program will cease when the employee is permanently promoted to the grade lost or higher grade.
- (2) Declination of a permanent position at the same grade or higher that offers the same working conditions (i.e. work schedule, status, commuting area, same basic pay or higher, etc.) as the position from which downgraded, will result in no further special consideration, as well as the loss of grade/pay entitlements.
- (3) Eligibility under the Repromotion Program ceases when grade/pay retention entitlements terminate.
- (4) Early termination of grade retention entitlements at the employee's request will also result in no further special consideration.

## TRAINING & DEVELOPMENT – Article 29

### Section 1

The PARTIES recognize that a well trained work force enhances efficiency, quality, and morale. To provide for a well trained and efficient work force and to the extent that such training is consistent with mission needs, as determined by the EMPLOYER, the EMPLOYER agrees to:

- (1) Provide adequate training for Employees to meet their performance requirements or standards.
- (2) Provide cross-training opportunities to Employees when funding and mission requirements permit.
- (3) Endeavor to provide training opportunities on a fair and equitable basis to all Employees.
- (4) Consider the UNION/Employee comments to improve opportunities for training.

### Section 2

The EMPLOYER will, as the need arises, identify those positions in which a scarcity exists and insure that all Employees are informed of these positions. (A scarce position is defined as a position, excluding professional and Career Program positions, for which the EMPLOYER has determined that recruitment and job engineering efforts have failed to produce any qualified candidates.) Thereafter, the EMPLOYER will, to the maximum extent practicable, publicize any training opportunity available. The method of selection for formal training agreement positions, approved by the Office of Personnel Management or the EMPLOYER, will be in accordance with the Merit Promotion Program.

### Section 3

The EMPLOYER will conform fully with provisions of training agreements as they relate to time frames, progress reports and promotions.

### Section 4

Payment of registration and tuition fees will be consistent with Army regulations and applicable laws. The EMPLOYER will make a reasonable effort to approve enrollment of Employees in universities/colleges or other approved courses consistent with operational requirements and budgetary restraints.

### Section 5 - Applicable to Firefighters Only

The PARTIES recognize that a well trained firefighter workforce enhances efficiency, quality and morale. Therefore, the EMPLOYER agrees to make a determined effort to approve requests from firefighter personnel to attend DOD sponsored courses as well as other appropriate courses/seminars sponsored by the Department of the Army or other appropriate sources pursuant to work schedules, manning levels and budget restrictions.

## TRAINING & DEVELOPMENT (Continued) – Article 29

### **Section 6 - Applicable to Firefighters Only**

The PARTIES agree to assess, on an annual basis, the projected training needs for the calendar year in order to prioritize training resources in accordance with applicable laws, rules and regulations including firefighter training regulations and DOD guidelines. The EMPLOYER agrees to post, at the beginning of the calendar year, a copy of the tentatively approved Watervliet Arsenal Fire and Emergency Services annual training plan.

### **Section 7 - Applicable to Firefighters Only**

The EMPLOYER agrees to support all requirements necessary for bargaining unit employees to maintain current NYS EMT certifications.

### **Section 8 - Applicable to Law Enforcement and Security Personnel Only**

The in-service and formal training of police officers has always been encouraged. Continued Law Enforcement education will enable an officer to perform more efficiently and more safely, and is essential in limiting liability in civil actions arising from officer's activities.

In the Law Enforcement and Security Office, training will be held but not limited to the following areas:

- (1) Department of Defense Policies and Regulations.
- (2) Department of Defense Letter of Instructions.
- (3) Department of the Army Policies and Regulations
- (4) Army Regulation 190-56 - The Army Civilian Police and Security Guard Program
- (5) Watervliet Arsenal Policies, Regulations and Standard Operating Procedures (SOPs)
- (6) Certification Requirements of New York State
- (7) Special Reaction Team Training in accordance with ATP 3-39.1 and published Army Guidance
- (8) When possible, In-Service Training will be scheduled Bi-weekly at applicable times to allow the attendance of all members.
- (9) All required training assigned in the automated training system
- (10) All training will be considered mandatory unless otherwise stated
- (11) Any other training deemed necessary through the chain of command

## REDUCTION IN FORCE – Article 30

### Section 1

All Reduction In Force (RIF) actions will be in accordance with 5 CFR Part 351 and this Article. The provisions of this Article will be in addition to the requirements contained in 5 CFR Part 351.

### Section 2

ARIF action is defined as any action taken by the EMPLOYER to release a competing Employee from his/her competitive level by furlough of more than 30 calendar days, separation, demotion, or reassignment requiring displacement, when such action is required because of lack of work, shortage of funds, insufficient personnel ceiling, reorganization, an individual's exercise of reemployment rights or restoration rights, or reclassification due to erosion of duties when such erosion occurs within 180 calendar days of a formally announced RIF in the competitive area.

### Section 3

Specific notices to affected Employees will be issued at least 90 calendar days prior to the effective date of the RIF.

### Section 4

A cutoff date will be established for the use of performance appraisals in regard to determining an Employee's service computation date. That date will be no more than 140 calendar days before the expected issuance date of the specific RIF notices to individual Employees. Appraisals due after that will not be used when computing service computation dates.

### Section 5

The EMPLOYER will provide the UNION a copy of the computerized retention register. In the event of an actual RIF, the EMPLOYER agrees to brief three representatives of the UNION on the use of the retention register. The briefing will include how Employees bump and/or retreat, the various groupings, and how competitive levels are determined.

### Section 6

The EMPLOYER agrees to take all appropriate actions deemed necessary to minimize the adverse effects of a RIF on Unit Employees.

In the event of a RIF, existing vacancies that management has decided to fill during the RIF, will be used to the maximum extent possible to place Employees in continuing positions in order to minimize adverse actions and reduce separations during a reduction in force.

## REDUCTION IN FORCE (Continued) – Article 30

An Employee whose assignment to a lower grade position, or whose separation is proposed, has a right to review all of the records pertaining to the action and to see a copy of the applicable regulations pertaining to RIF. This includes the retention register for his/her competitive level and those for other positions for which he/she believes he/she is qualified down to and including those in the same or equivalent grade as the position, if any, which constitutes the best offer, or if separation is proposed, all positions equal to and below the grade of his/her current position within his/her assignment rights.

### Section 8

Any career or career-conditional Employee who is separated as a result of RIF, and who has not declined placement equal in grade to the position held, will be placed on the Reemployment Priority List, and such Employee shall be given preference for reemployment in accordance with applicable regulations.

### Section 9

The displacing and retreat rights of Employees affected by RIF shall be governed by applicable statutes, regulations, and directives.

### Section 10

In any case where an Employee accepts a demotion in lieu of separation by a reduction in force action, the Employee must meet the established qualification requirements of the lower grade position to which he/she is to be assigned unless otherwise waived by appropriate authority. (Definition of appropriate authority is position management officer/Commander, or designee).

### Section 11

RIF actions which are appealable to the Merit Systems Protection Board (MSPB) will not be subject to grievances under the negotiated grievance procedure.

### Section 12

The EMPLOYER agrees to offer opportunities to Employees adversely affected by a RIF to return to employment based on and in accordance with their registration on the repromotion, reemployment priority list, and priority placement program in conjunction with the Employee meeting the qualifications of the temporary or permanent position to be filled. These offers will be made prior to opening the vacancy to other Unit Employees or outside applicants.

## REDUCTION IN FORCE (Continued) – Article 30

The EMPLOYER will notify all employees (Distribution E) at least 20 work days prior to the cutoff date by which the employees must have all information updated/verified in their Official Personnel File (OPF) that may affect the employees' placement rights. The EMPLOYER and the UNION jointly recognize the importance of an accurate updated OPF for RIF purposes. The EMPLOYER agrees to offer training during non-duty time concerning supplemental experience statements and other pertinent information regarding employees' OPF for RIF purposes.

### Section 14

The EMPLOYER agrees to provide outplacement services to all impacted employees. The UNION will designate one (1) person to work in the Out-Placement program for the duration of the RIF.

### Section 15

Temporary positions, when offered to Watervliet Arsenal Employees displaced as a result of a RIF, will be offered to qualified Employees based on seniority in accordance with Employees' adjusted service computation date and veteran status.

## WAGE SURVEY – Article 31

The UNION shall have a representative on the local Wage Survey Committee. The UNION shall have data collectors in local wage surveys, equal in number to EMPLOYER data collectors. UNION data collectors and committee members will be in a pay status while performing survey duties.

The EMPLOYER agrees to conduct training of UNION designated data collectors prior to an impending full-scale Wage Survey, and such training will be considered part of their official duties.

An employee serving as a data collector will work their normally assigned shift while participating on the survey. Employees released early from the wage survey must be prepared to return to their normal work station or they may request leave from their supervisor.

Leave or inclement weather reporting/request procedures do not change while on the survey. Lunch time/break time remains the same unless unforeseen circumstances occur, such as an appointment running late.

Any temporary change in shift to accommodate the RDO will be worked out between the employee and supervisor one month prior to the start of the survey.

## ENVIRONMENTAL DIFFERENTIAL PAY – Article 32

### Section I

Environmental Differential Pay (EDP) will be paid in accordance with WVAR 690-60.

### Section 2

When the UNION is of the opinion that a local work situation should be included as a payable category authorized by the Office of Personnel Management (OPM), it will advance a proposal to the EMPLOYER seeking coverage for the work situation. The proposal will name the location of the situation, nature of exposure, and other factors necessary for inclusion as a payable category. Work situations determined to be in compliance with OSHA standards or any other nationally accepted standards, e.g. threshold limit values established by the American Conference of Governmental Industrial Hygienists, are deemed to have practically eliminated the hazard and are not eligible for environmental differential pay. This includes situations where the hazard has been practically eliminated through the use of personal protective equipment.

### Section 3

Disputes arising over an Employee's entitlement to EDP in an area already approved for EDP will be resolved through the negotiated grievance procedure.

### Section 4

When a work situation has been negotiated, and found to be in favor of EDP, (including the use of third PARTY settlement procedures), the affected Employees will be entitled to pay retroactive to the date the current Step II grievance or request for negotiation was received by the Commander.

### Section 5

Should the Federal Service Impasses Panel (FSIP) decline jurisdiction over an EDP matter brought before them, the UNION may raise the issue under the negotiated grievance procedure. The time frame for the grievance procedure will commence upon receipt of the FSIP decision.



## VOLUNTARY WITHHOLDING OF UNION DUES – Article 33

### Section 1

Any Employee officially assigned to the Unit who is a member in good standing of the UNION, may authorize an allotment for the payment of dues for such membership provided:

- (1) The Employee is employed in the unit for which exclusive recognition has been granted.
- (2) The Employee has voluntarily completed a request (SF 1187) for such allotment of pay.
- (3) The Employee regularly receives pay on the regularly scheduled payday which is sufficient, after all other legal deductions, to cover the full amount of the allotment.

### Section 2

The UNION is responsible for procuring the prescribed allotment form (SF 1187), distributing the form to its members, certifying as to the amount of its dues, and informing and educating its members on the program for allotments for payment of dues, and the use and availability of the SF 1187.

### Section 3

An allotment may be submitted to the Civilian Pay Section (CPS) at any time. Allotments received in the CPS before Wednesday preceding the beginning of a pay period, will be effective at the start of the first full pay period following receipt of the SF 1187.

### Section 4

An allotment shall be terminated when the Employee leaves the Unit as a result of any type of separation, transfer, or other personnel action; upon loss of exclusive recognition by the UNION; when the Agreement providing for dues withholding is suspended or terminated by an appropriate authority outside Department of Defense; or when the Employee has been suspended or expelled from the UNION.

### Section 5

The UNION will promptly notify the CPS when an Employee with a current authorization ceases to be a member of the UNION in good standing.

## VOLUNTARY WITHHOLDING OF UNION DUES (Continued) – Article 33

### Section 6

An Employee may revoke a dues allotment, in writing (SF 1188 or other written notification) at any time. However, the dues revocation will become effective at the beginning of the first full pay period which begins on or after the first of March following the receipt of the dues revocation in the CPS, except that:

An Employee who authorized dues withholding less than twelve (12) calendar months prior to 1 March may have dues revocation effected no sooner than the beginning of the first full pay period that begins on or after the first anniversary date of his/her dues withholding authorization (SF 1187) provided revocation has been received in the CPS prior to that date. The EMPLOYER agrees to furnish a copy of the (SF 1188) when „ processed.

### Section 7

The Civilian Pay Section will notify the UNION of the revocation of an allotment by an Employee by forwarding a copy of the revocation notification to the UNION within three (3) days from receipt of the revocation.

### Section 8

Allotted dues will be withheld on a bi-weekly basis. The amount to be withheld shall be the amount of the regular dues of the member, exclusive of initiation fees, assessments, back dues, fines, and similar charges and fees. If the amount of regular dues is changed by the Local, the Defense Accounting Office will be notified in writing by the President of the Local of the rate and effective date of the amended dues structure. The amended amount will be withheld effective with the next full pay period provided the notice has been received in CPS on Wednesday preceding the beginning of the deduction period covered by that payroll, unless a later date is specified by the Local. New authorization forms are not required. Only one (1) such change may be made in any period of twelve (12) consecutive months.

### Section 9

The Defense Finance and Accounting Section (DFAS) will send to the appropriate NFFE official the remittance of dues withheld after each payroll period for which deductions are made and a listing of names, amounts withheld, and identification of the individuals dropped. NFFE Local 2109 will be furnished a copy of the submission.

### Section 10

The UNION shall indemnify and save the EMPLOYER harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the EMPLOYER for the purpose of complying with any of the provisions of this Article.

## DEBT MANAGEMENT – Article 34

The PARTIES agree to the implementation of Public Law 97-365, as amended to increase the efficiency of Government-wide efforts to collect debts owed the United States and to provide additional procedures for the collection of debts owed the United States.

## SAFETY & INDUSTRIAL HYGIENE – Article 35

### Section 1

The EMPLOYER will exert every reasonable effort to provide and maintain safe working conditions for the Employees, using the Department of the Army regulations as a guide. The UNION will cooperate to that end and encourage all Employees to work in a safe manner. The EMPLOYER recognizes that satisfactory working conditions are an important factor in organizational effectiveness and that each supervisor must daily reconcile the tasks that must be done and the conditions under which they must be done and assign tasks in such a manner as to most effectively balance the needs of the mission and the safety of the employee.

### Section 2

All Employees shall bring unsafe conditions to the attention of the immediate supervisor; and if satisfactory resolution is not obtained at that level, the conditions shall then be brought to the attention of the local Safety Office and the UNION for prompt investigation. The EMPLOYER assures that there will be no restraint or reprisal as a result of an Employee's reporting an unsafe act or condition.

### Section 3

The EMPLOYER agrees to furnish protective clothing and equipment in accordance with Department of the Army regulations. Protective clothing and equipment will be utilized on the job when such items are necessary to protect personnel from occupational disease or injury. All personnel, when entering an area that has been designated as hazardous, will wear appropriate protective items such as approved safety glasses, goggles, hearing protectors, hard hats, etc. "Approved" personal protective equipment shall be interpreted to mean equipment that meets the standards established by Department of Army regulations, the American National Standards Institute, or other recognized safety standards organizations. Safety equipment shall not be construed to mean items of apparel commonly accepted as normal items of clothing.

The UNION will support the wearing of personal protective equipment such as safety glasses, safety shoes, respirators, and hearing protectors when necessary. The UNION is encouraged to suggest additional or new protective clothing or equipment or the modification of existing equipment to the appropriate supervisors. The proposal will then be referred to the Safety Office or Health Clinic, as appropriate, for evaluation and recommendation as to its needs. Should the decision be questioned, the matter will be referred to the Safety and Occupational Health Committee.

### Section 4

The EMPLOYER will continue to provide emergency medical support for Employees in accordance with the provisions of AR 40-5.

## SAFETY & INDUSTRIAL HYGIENE(Continued) – Article 35

### Section 5

Management will consider guidance available through the National Safety Council and/or Army regulations, when requiring employees to work alone on an assignment that would be potentially hazardous.

### Section 6

The EMPLOYER agrees to provide and maintain adequate and clean toilet facilities as near to the work site as reasonably possible. Employees shall make every effort to retain toilet facilities in a reasonably clean condition.

### Section 7

The EMPLOYER agrees that a UNION official, either the President or Chief Steward, may participate in all Occupational Safety and Health Administration (OSHA) inspections.

### Section 8

The EMPLOYER agrees to provide the log and summary of all information regarding recordable occupational injuries and illnesses (OSHA No. 300) to the UNION regarding accidents.

### Section 9

The EMPLOYER will ensure that there is applicable representation to the Voluntary Protection Program (VPP) Steering Committee. The VPP team will be represented in the monthly Safety and Occupational Health Committee Meeting. The committee will make recommendations on building and/or area inspections that it deems appropriate. All significant findings will be reported immediately to the Safety Office. Upon discovery, urgent safety problems will be reported to the first line supervisor or supervisor responsible for the area inspected. The VPP Steering Committee will also meet weekly under the direction of the VPP Coordinator.

### Section 10

The EMPLOYER will utilize the appropriate tracking tool to report accidents, near misses, and safety hazards with input from employee(s) when applicable.

### Section 11 - Applicable to Firefighters Only

The EMPLOYER agrees to establish a Watervliet Arsenal Fire and Emergency Service Division Safety Committee in accordance with NFPA 1500. The committee will consist of one bargaining unit employee and one management official from the division who will make recommendations on all safety and health issues to the Fire Chief.

## SAFETY & INDUSTRIAL HYGIENE(Continued) – Article 35

### **Section 12 - Applicable to Firefighters Only**

The EMPLOYER shall provide for the inspection, testing and proper maintenance of all firefighting equipment used by bargaining unit employees in accordance with established safety regulations including but not limited to OSHA and pertinent Army regulations. All Testing of equipment will be done by a certified/qualified individual. The EMPLOYER further agrees to replace outdated and/or faulty equipment in an expeditious manner.

### **Section 13 - Applicable to Firefighters Only**

The EMPLOYER agrees to provide each bargaining unit employee in the fire department with the necessary protective clothing and equipment in accordance with all appropriate standards necessary to perform the essential functions of their assigned duties and to provide for the maintenance of such protective clothing at no cost to the Employee.

### **Section 14 -Applicable to Firefighters Only**

The EMPLOYER agrees to provide required safety training and training on industrial health matters to all firefighters during duty time. The training shall include the proper use of all firefighter equipment and devices.

### **Section 15 - Applicable to Firefighters Only**

The EMPLOYER shall maintain an awareness of the condition of emergency service employees operating within their span of control during emergency and ensure that adequate steps are taken to provide for their safety and health. The command structure shall be utilized to request relief and reassignment of fatigued crews. The highest ranking WVA Fire Officer shall consider the circumstances of each incident and make suitable provisions for rest and rehabilitation of employees operating at the scene. These considerations will include medical evaluation and treatment, food and fluid replenishment, and relief from extreme climatic conditions, according to the circumstances of the incident.

## EQUAL EMPLOYMENT OPPORTUNITY – Article 36

### Section 1

The PARTIES shall not in any way discriminate for or against an individual regarding employment or conditions of employment because of race, religion, color, sex (including pregnancy and gender identity), sexual orientation, parental status, national origin, age, marital status, disability, family medical history or genetic information, political affiliation, military service, or any other non-merit based factor. These protections extend to all management practices and decisions, including recruitment and hiring practices, appraisal systems, promotions, and training and career development programs. Policy shall be in strictest adherence to both the letter and the spirit of the Equal Employment Opportunity Act, the Age Discrimination in Employment Act, the Civil Service Reform Act, The Rehabilitation Act, and all other applicable laws and regulations.

### Section 2

The EMPLOYER and the UNION mutually agree to:

- (1) Cooperate in providing and supporting equal opportunity for all persons;
- (2) Prohibit discrimination in accordance with all applicable anti- discrimination laws, regulations and rules;
- (3) Ensure all employees are aware of their right to initiate a discrimination complaint if they believe they have been subjected to discrimination;
- (4) Identify and address any barriers that may be hidden impediments to the realization of equal opportunity for all groups of employees;
- (5) Ensure that unlawful discrimination in the workplace is addressed promptly and that corrective actions are deemed to be appropriate and in accordance with all applicable laws, rules and regulations;
- (6) Support affirmative action and special emphasis programs so that as to reduce areas of underrepresentation;
- (7) Make reasonable accommodations to remove workplace barriers that would otherwise impede qualified individuals with disabilities from competing or performing their job;
- (8) Strive to maintain goals established in Equal Employment Opportunity Management Directive (MD) 715 and provide an annual copy to the UNION which will be labeled FOUO;
- (9) Where practical, expand the areas of consideration for vacant positions;
- (10) Review past and current hiring and promotion practices; and
- (11) Develop and maintain contacts with minority organizations and institutions of learning.

## EQUAL EMPLOYMENT OPPORTUNITY (Continued) – Article 36

### Section 3

A complaint may be filed through the EMPLOYER's regulatory procedures or the negotiated grievance procedure, but not both. Once a complaint is formally filed, it cannot be withdrawn for the purpose of re-filing under the other procedures.

### Section 4

EEO counselors at the activity shall be appointed by the EMPLOYER. UNION officers, who have representational duties, and stewards will not serve as EEO counselors.

### Section 5

The EMPLOYER agrees that, upon initial contact with the EEO counselor, any Unit Employee filing an informal discrimination complaint shall be advised by the counselor that the complainant is entitled to a representative of his/her choice. It is understood by the PARTIES that an Employee is entitled to make contact with any appointed EEO counselor, without contact with the EEO Office, and may instruct such counselor not to reveal his/her name to anyone other than the EEO Officer, or other appropriate official, in the course of his/her investigation without prior approval.



## EMPLOYEE ASSISTANCE PROGRAM – Article 37

### Section 1 -Administering Program

The EMPLOYER will administer an Employee Assistance Program in accordance with appropriate Public Laws and Army regulations, including Public Law 91-616, Public Law 92-255 and 5 CFR Part 792. The UNION and the EMPLOYER shall discuss and negotiate consistent with the law and Department of the Army policy any proposed changes or recommendations relative to the program for employees with medical, behavioral, and/or personal problems. The Employee Assistance Program in its entirety will be available to all Employees. The PARTIES agree to cooperate in encouraging Employees with personal problems or indications of problems, such as leave abuse or pending discipline, and to consult with the Employee Assistance Program to get help for those problems. The UNION shall provide support and assistance in promoting the program. The PARTIES agree to cooperate in encouraging Employees with substance abuse and other personal problems to undergo a coordinated program for purposes of rehabilitation.

### Section 2 - Participation

If an Employee is having a personal difficulty of any sort, participation in the appropriate treatment program(s) is strongly encouraged. Participation in such programs will not, in and of itself, be detrimental to the Employee in any way. While involved in the Employee Assistance Program, Employees are entitled to the utmost in confidentiality, to the maximum extent possible.

## WORKERS' COMPENSATION – Article 38

### Section 1

- (1) When an employee suffers an on-the-job injury or illness during the performance of official duties, he/she will report it as soon as possible to his/her immediate supervisor and follow the Watervliet Arsenal Health Clinic first policy. Employees will notify their supervisor of their desire to file a claim for Workers' Compensation. The Employee and EMPLOYER will follow the procedures for filing a claim for benefits under the Federal Employees Compensation Act (FECA).
- (2) Employees will be given all appropriate forms and required documentation and upon request shall be advised as to their rights under the FECA.
- (3) Documents locally maintained and authorized to be made available by the Office of Workers' Compensation Program will be made available to the employee on request. This information may be released to the Employee's physician as designated by the Employee in writing.

### Section 2

This Article in no way precludes the Employee or UNION from using any other means available to settle Worker's Compensation disputes such Congressional representatives or private attorneys secured by the Employee.

### Section 3

The EMPLOYER will make available the Department of Labor Publication CA-810, Injury Compensation for Federal Employees by request.

## COMMITTEE REPRESENTATION – Article 39

The UNION has the right to one (1) representative on the following existing committees:

- Antiterrorism Force Protection (AT/FP) Committee
- Apprentice Committee
- Disabled Employees Program Committee
- Ergonomics Team
- Federal Employees Compensation Act (FECA) Committee
- Federal Women's Program
- Hazardous Material Information Network (HAZMIN) Committee
- Local Wage Survey Committee
- Post Restaurant Council
- Safety and Occupational Health Committee
- Voluntary Protection Program Steering Committee
- Veterans Affairs Committee

## CONTRACTING OUT – Article 40

### Section 1 - General

It shall be the policy of the EMPLOYER to communicate openly and fully with the UNION regarding a determination to initiate a study to contract out work which is presently performed by members of the bargaining unit. This shall include providing to the UNION requested material, as appropriate, concerning a contracting out study and/or decision to solicit bids for contract. Milestone charts that do not contain procurement sensitive or management sensitive information will be provided to the UNION. Upon request, the EMPLOYER shall meet and discuss with the UNION as actions are taken in accordance with such charts.

### Section 2 - Notification and Negotiation

The EMPLOYER will notify and negotiate as appropriate, depending on the subjects, with the UNION concerning a proposal to contract functions, proposal to review a functional area for contracting possibilities, or final decision on such proposals for functions performed by members of the bargaining unit.

The UNION will be afforded the opportunity to review work statements and make comments.

The UNION will be notified at least sixty (60) days in advance of the date set for receipt of bids/offers, invitation for bid (IFB), or request for proposal (RFP).

When the decision is to proceed with a solicitation, the EMPLOYER will apprise the UNION of the status of the solicitation. The UNION shall be furnished dates and times of pre-bid/proposal conferences and bid opening and shall have the right to have two (2) UNION representatives present at both events. When using IFBs, the UNION will be allowed to review all bids at the time the bids are opened.

## DISCIPLINARY AND ADVERSE ACTIONS – Article 41

General -A disciplinary action is the imposition of a penalty for misconduct. A disciplinary action may be informal or formal. Informal disciplinary actions may consist of Letters of Counseling, oral admonishments, and verbal or written warnings that may lead to formal disciplinary action, if behavior of the individual is not corrected.

Formal disciplinary actions may consist of penalties such as reprimands, suspensions, demotions, and removals. Disciplinary and adverse actions shall be taken against employees in accordance with applicable laws and regulations in order to promote the efficiency of the service, which may include both progressive and punitive disciplinary actions, as determined by management.

- (1) Representation-In accordance with 5 USC 7114 (a)(2)(B), prior to calling any management initiated meeting or discussion with any unit employee that could result in a disciplinary action being recommended, the employee shall be informed of the subject matter of the discussion and what records, if any, are being kept of same. If the employee requests representation, the meeting shall be postponed until the employee can arrange for a representative to be present, typically no more than 48 hours after notification to the employee.
- (2) Reprimands -A letter of reprimand will include a specific time period stating it may remain in the Official Personnel Folder (OPF) for no more than three (3) years from the effective date of the reprimand. The Letter of Reprimand may be removed from the OPF earlier if (1) the employee leaves the employ of DA; (2) a determination has been made through an appropriate adjudicatory procedure or by a management official of the agency that the reprimand is unwarranted and must be removed; or (3) upon a determination by the initiating supervisor that the employee has sufficiently corrected his/her behavior and the Letter of Reprimand has served its purpose. The Letter of Reprimand will be reviewed by the supervisor annually from the effective date of the reprimand.
- (3) Adverse Actions Process -An adverse action is a term tied to a specific law governing due process rights for federal employees faced with certain unfavorable personnel actions. Adverse actions taken in accordance with 5 CFR 752.401 include:
  - a. Removals;
  - b. Suspensions for more than 14 days, including indefinite suspensions;
  - c. Reductions in grade;
  - d. Reductions in pay; and
  - e. Furloughs of 30 days or less.

For exclusions see 5 CFR 752.401 subpart (b).

## DISCIPLINARY AND ADVERSE ACTIONS (Continued) – Article 41

- a. Proposed Notice - Prior to issuing a proposed notice of disciplinary action, the immediate supervisor shall discuss the proposed action with the employee and his/her representative, if the employee requests representation. Employees are entitled to UNION representation for proposed disciplinary actions in accordance with 5 USC 7114 (a)(3), Weingarten Rights, and/or 5 USC 7114 (2)(A), Formal Meetings. A notice of proposed adverse action will be provided in writing to the employee and contain:
  - 1. The specific reasons for the proposed action;
  - 11. The name of the deciding official to whom the employee may respond;
  - 111. That the employee may answer orally and/or in writing and may submit affidavits in support of that answer;
  - 1v. That the employee's response will be considered by the deciding official;
  - v. That the employee may be represented by a representative of their choosing; v1. The employee's duty status during the notice period;
  - v11. That the employee shall be granted a reasonable amount of official time to receive copies of and review the material relied on to support the reasons in the notice, to secure affidavits, and to prepare an answer to the notice; and
  - v111. Any other rights and privileges the employee is entitled to consistent with the law and regulation.
- b. Employee's Response-The employee will have thirty (30) calendar days from receipt of the proposal to transmit a reply to the deciding official except for actions taken under the crime provision. This period may be extended by the deciding official upon request of the employee or the UNION if the employee or UNION provides reasonable justification prior to the expiration of the reply period. If the deciding official is unavailable, the Labor Relations Specialist or Human Resources Officer may be allowed to extend the reply period on behalf of the deciding official.
- c. Action by the Deciding Official -
  - 1. The deciding official is the individual who makes the final decision to issue a Letter of Reprimand, suspension, separation, or other disciplinary action as defined in Section I.A. of this article.
  - 11. After carefully considering the evidence and the employee's response and any mitigating factors, the deciding official shall:
    - i. Withdraw the proposed action;
    - ii. Institute a lesser action;
    - iii. Institute the proposed action; or
    - 1v. Propose reassignment of the employee to another position at the same grade and pay.

## DISCIPLINARY AND ADVERSE ACTIONS (Continued) – Article 41

- d. The deciding official will present a decision to the affected employee within a reasonable and expeditious timeframe from receipt of the employee's oral and/or written response to a proposed action.
- e. Extension Justification - A justification will be considered reasonable by either PARTY if it includes details specific to the proposed action. Examples include but are not limited to the following:
  - 1. Cases involving an official investigation or inquiry.
  - 11. Cases involving extensive amounts of documents or extensive document requests.
  - iii. Coordination with private sector entities.
  - 1v. Scheduling conflicts.
- f. Final Notice - The EMPLOYER shall provide the employee with the original and a copy of the decision notice. In the event an unfavorable final decision is issued, the employee shall be advised that he/she has the right to appeal the decision under the negotiated grievance procedure, to the Merit Systems Protection Board (**MSPB**) as applicable, or to Equal Employment Opportunity Commission (EEOC), but normally they can only appeal or file to through one avenue. The appropriate MSPB address shall be included in the letter as well as the name and phone number of the Local UNION President and the name and phone number of the local EEO Officer.
- g. Records - All records of complaints and disciplinary actions deemed founded will be submitted, maintained, and removed in accordance with existing law and regulation. Letters of reprimand, suspension and similar disciplinary papers found to be unjustified shall be removed from an employee's Official Personnel Folder in accordance with the provisions or appropriate regulations.

## GRIEVANCEPROCEDURE –Article 42

### Section 1

The EMPLOYER and the UNION recognize the importance of settling disagreements and disputes promptly, fairly, and in an orderly manner. To accomplish this, efforts will be made to settle grievances expeditiously and at the lowest level of supervision.

A grievance may be undertaken by the UNION, the EMPLOYER, an Employee, or a group of Employees.

Nothing in this Article shall prevent Employees from processing any prohibited personnel practice defined by law through appropriate statutory appeals procedures provided that the Employee has not filed a formal grievance on the matter in accordance with this Agreement.

Timeframes can be extended by mutual consent of both PARTIES at each step of the grievance process.

### Section 2

This negotiated grievance procedure shall apply to matters of concern or dissatisfaction regarding the interpretation or application of this Agreement or violation of law or regulations affecting conditions of employment. This grievance procedure does not apply to:

- (1) A violation relating to prohibited political activities.
- (2) Retirement, life insurance, or health insurance.
- (3) A suspension or removal for national security reasons.
- (4) Any examination, certification, or appointment.
- (5) Classification of a position which does not result in reduction in pay or grade for the Employee.
- (6) Non-selection for promotion from a list of properly ranked and certified candidates.
- (7) Termination of a temporary promotion or temporary appointment at the expiration of the term, completion of assignment of work project, or due to lack of funding.
- (8) Performance Improvement Period Letters.
- (9) Adverse actions as a result of a RIF.
- (10) Separation during probation.

Except as provided in Subsections (d) and (e) of Section 7121 of the Civil Service Reform Act of 1978, whereby an aggrieved Employee may raise the matter under either an applicable statutory procedure, an appellate procedure or these procedures, but not more than one, these procedures shall be the exclusive procedures for resolving grievances. The Employee option shall be deemed to have been exercised when the Employee initiates an action in writing under either an applicable statutory procedure, the appellate procedure, or timely files a grievance in writing in accordance with these procedures, whichever event occurs first. The selection of these procedures in no manner prejudices the right of an aggrieved Employee to request the Merit Systems Protection Board (MSPB) or the Equal Employment Opportunity Commission (EEOC), as applicable, to review a final decision. An individual grievance may not be filed as a contract dispute when the action/issue would be appealable to the MSPB.



## GRIEVANCE PROCEDURE (Continued) – Article 42

### Section 3

The following procedures are established for the resolution of grievances:

**STEP I *Informal***- The EMPLOYER and the UNION recognize the importance of settling concerns/complaints promptly, fairly, and in an orderly manner. This process is designed to maintain the self-respect of the Employee and shall be consistent with the principles of good management. To accomplish this, every effort will be made to settle grievances expeditiously and at the lowest level of supervision.

Accordingly, Employees should discuss their concerns/complaints with their Supervisor(s) prior to filing a formal grievance. For the purpose of this Agreement, a complaint is defined as a situation where in an Employee has expressed a dissatisfaction that has been brought to the attention of the appropriate management official by either the Employee or the UNION.

If the grievant has completed the STEP I process and is still dissatisfied, the grievance may be submitted in writing by the aggrieved initiating a formal grievance in accordance with the following process:

**STEP II *Formal*** - Grievances will be presented in writing to the appropriate management official and copied to Labor Management and Employee Relations (LMER) Specialist and signed by the UNION President, designee or grievant. Grievances filed by the Agency on the UNION will be presented in writing to the UNION President and signed by the LMER Specialist. The grieving PARTY shall file the grievance within fifteen (15) days of the event giving rise to the grievance or within fifteen (15) days of the time the grieving PARTY may have been reasonably expected to have learned of the event and shall provide the following information:

- (1) Date of alleged violation and date submitted;
- (2) Name of the grievant;
- (3) The name of his/her representative;
- (4) Issue(s)/subject;
- (5) Statement of facts (e.g., who, what, where, when);
- (6) Alleged contractual provision(s) and/or applicable law, rule, regulation or Executive Order violated;
- (7) Remedy sought

The LMER Specialist will coordinate a meeting between the PARTIES as soon as possible, but no later than fifteen (15) days from the receipt of the formal grievance. This does not prohibit the supervisor from having one other management official present for the purpose of providing personal advice.

Additional meetings may be conducted as requested by the PARTIES to expedite a resolution. After careful consideration, the management official hearing the grievance will issue a written decision to the Employee and/or UNION representative.

## GRIEVANCE PROCEDURE (Continued) – Article 42

### Section 3 (cont'd)

Duty hours may be adjusted as needed to permit participation in the STEP II grievance meeting without payment of overtime.

**STEP III** If the aggrieved PARTY is not satisfied with the decision reached during the STEP II, they may elevate the grievance to STEP III within fifteen (15) days. A STEP III grievance meeting may be conducted to achieve resolution by the Commander/Director, Benet Laboratories or their designee, hereafter referred to as the Deciding Official. If necessary, the LMER Specialist will coordinate a STEP III meeting with all PARTIES as soon as possible but no later than fifteen (15) days from receipt of the STEP III grievance. The Deciding Official or a representative, when used, will be designated in writing.

Duty hours may be adjusted as needed to permit participation in the STEP III grievance meeting without payment of overtime.

The Deciding Official or their representative shall conduct a joint meeting with the LMER Specialist, aggrieved Employee, their representative(s), the appropriate supervisory official and one other management official. The Deciding Official or their representative will be responsible for:

- (1) Conducting necessary hearings with both PARTIES in attendance to:
  - a. Ascertain exact issue and remedial action.
  - b. Have the PARTIES present their views on the issues.
  - c. Hear all evidence presented by the PARTIES.
  - d. Ensure the PARTIES understand that all available data relating to the issue must be presented at the hearing(s) and additional information will not be considered at a later date, except as provided in paragraph 2 below.
- (2) If extenuating circumstances arise, any PARTY may request a continuation of the meeting for the purpose of obtaining or presenting additional information. Evidence or facts obtained during the interim period will be presented with all PARTIES present.
- (3) A taped recording of the meeting will be maintained by LMER until the grievance/appeal route as defined in this Article is exhausted.

The Deciding Official will render a written decision, including reasons or recommendations, within fifteen (15) days after the date of the final STEP III meeting.

Nothing in this Section will preclude either PARTY from attempting to settle the matter prior to the decision of the Deciding Official.

If the aggrieved PARTY is not satisfied with the decision reached during the STEP III, they may elevate the grievance in accordance with Articles 43 and 44.

## MEDIATION – Article 43

The PARTIES agree to the use of the services of the Federal Mediation and Conciliation Service (FMCS). The process will be used as a non-binding attempt at dispute resolution before the invocation of arbitration.

1. Each grievance/dispute will be dealt with on an individual basis.
2. The PARTY requesting the use of mediation will submit their request to the other PARTY within five (5) days after receipt of the Step II decision.
3. The PARTY initiating the request will be responsible for notifying and requesting the services of the FMCS.
4. The PARTIES agree to cooperate with the efforts of the FMCS. Cooperation does not imply agreement.
5. The recommendations of the mediator shall not be used as evidence during any official binding third PARTY settlement procedure.
6. The use of the mediation process will serve to suspend the time parameters for invoking arbitration until one or both PARTIES decide the mediation process has not been successful. Success is defined by the PARTIES reaching an agreement that resolves the dispute.

## ARBITRATION – Article 44

### Section 1

If the decision on a grievance processed under the negotiated grievance procedure is not satisfactory, the UNION, or the EMPLOYER may refer the issue to arbitration. The notice referring an issue to arbitration must be in writing, signed by the Local UNION President or the EMPLOYER, and submitted within thirty (30) calendar days following the Step II decision, or if a mutual agreement cannot be reached at Step III (Mediation).

### Section 2

Within thirty (30) calendar days from the date of receipt of a valid arbitration notice, the PARTIES shall request the Federal Mediation and Conciliation Service to submit a list of five (5) impartial persons qualified to act as arbitrators. A brief statement of the nature of the issues in dispute will accompany the request to enable the Service to submit the names of arbitrators qualified for the issues involved. The request shall also include a copy of the collective bargaining Agreement. The PARTIES shall meet within a reasonable time frame after the receipt of such list to select an arbitrator. If they cannot agree upon one (1) of the listed persons, the EMPLOYER and the UNION will each strike one (1) arbitrator's name from the list of five (5) and shall repeat this procedure until only one name remains. The remaining name shall be the duly selected arbitrator. Either PARTY can request a second list of arbitrators if dissatisfied with the original list of arbitrators. The UNION/EMPLOYER may withdraw the grievance at any time prior to the actual convening of a hearing or submission of the case to the arbitrator.

### Section 3

The EMPLOYER and the UNION agree to share equally the arbitrator's fees and expenses.

### Section 4

The process to be utilized by the PARTIES may be one of the following:

- (1) The PARTIES will meet at least forty five (45) calendar days prior to the arbitration hearing in an attempt to arrive at a joint stipulation of the facts, issues, and exhibits of the case, and exchange respective witness lists.
- (2) Upon mutual agreement, the PARTIES may request that the arbitrator render a written decision solely on the joint submission of the PARTIES without a hearing.
- (3) Upon mutual agreement, the PARTIES may request that the arbitrator render a written decision solely on arbitration "Inquiry Methods".

The arbitration hearings will be conducted at a mutually agreeable time in accordance with regular duty hours. In situations where these assignments are not possible or practicable, the hours of work for the grievant, his/her representative and required witnesses will be changed to permit participation in the Arbitration meeting without payment of overtime.

## ARBITRATION (Continued) – Article 44

### Section 5

The arbitrator shall have the authority to resolve any questions of arbitrability and interpret and define the explicit terms of this agreement.

### Section 6

The arbitrator shall have no authority to add to, change, modify, alter, or delete any provision of this agreement. The authority of the arbitrator will extend to the interpretation of agency regulations, provisions of law, or regulations of appropriate authorities outside the agency. The arbitrator will make no findings of fact, recommendations, or interpretations of this agreement except to the extent necessary to resolve the issue(s) submitted or determined.

### Section 7

The EMPLOYER and the UNION shall share equally the expense of any mutually agreed upon services in connection with the arbitration. The PARTIES shall bear their own individual expenses during the arbitration proceedings.

### Section 8

The arbitrator's decision shall be binding on the PARTIES. However, either PARTY may file exceptions to the arbitration award in accordance with the provision of the Federal Service Labor- Management Relations Statute and the rules and regulations of the Federal Labor Relations Authority.

### Section 9

Either PARTY may file an exception with the Federal Labor Relations Authority to the arbitrator's award. Such exception must be filed in accordance with the Authority procedures.

### Section 10

If a threshold issue of timeliness, grievability, or arbitrability is raised by either PARTY, the arbitrator will render a written decision on the threshold issue(s) before conducting a hearing on the merits of the case.

**WELLNESS-FITNESS PROGRAM – Article 45**  
**Applicable to Firefighters Only**

The PARTIES recognize and support the DOD requirement that all firefighters and emergency services personnel participate in a structured physical fitness program to enable unit employees to develop and maintain an appropriate level of fitness to safely perform their assigned functions.

## UNIFORMS – FIREFIGHTERS – Article 46

Uniform clothing requirements for bargaining unit employees will be in accordance with applicable laws, rules, regulations, including NFPA standards and this agreement. Each new bargaining unit employee shall be given an initial clothing allowance.

The EMPLOYER agrees to provide a monetary clothing allowance for bargaining unit employees on a quarterly basis after the first year in accordance with established laws rules and regulations.

**SELF HELP PROJECTS – Article 47**  
**Applicable to Firefighters Only**

The UNION and the EMPLOYER support and encourage all firefighters to volunteer to participate in self help activities to improve the living conditions in the fire house. All self help projects must be approved in advance by the Fire Chief.



## RECALLPROCEDURES – Article 48 - **Applicable to Firefighters Only**

When an emergency determination is made that the situation requires the recall of off-duty personnel, this request will be directed to Dispatcher Center from the on duty supervisor.

The recalling of off-duty firefighting personnel will be accomplished by a mass email sent to employees which converts to a text message. If there is no response within five minutes, the fire dispatcher will try to telephone contact each employee. A list of employees by rank and shift shall be maintained in the Fire Station and Security headquarters. Firefighters must respond by calling to the fire dispatcher to notify them when they are able to report to the Arsenal.

The recall will last until the staffing levels have reached the minimum unless directed differently from the on duty supervisor, (example: general recall). When it is necessary for Employees to return to work more than two (2) hours outside of their standard work hours to perform unscheduled overtime work of less than two (2) hours duration, they shall be paid a minimum of two (2) hours overtime.

Employees recalled within two (2) hours prior to the start of their normal scheduled shift, will be paid overtime for actual hours worked.

## LAW ENFORCEMENT UNIFORM AND PERSONAL APPEARANCE – Article 49

### Section 1

Employee head covering will consist of the eight (8) point style police hat to be worn with class A uniform. Navy blue baseball style cap with appropriate patch may be worn year round. Navy blue or black winter PPE cold weather fleece or knit cap issued by the department. Each employee will be required to have the eight (8) point style police hat for wear when designated by management.

Employees who choose not to wear a tie will have one available for wear when designated by management. Department issued cold weather PPE may be worn year round.

### Section 2

The following constitutes the appropriate attire for the time specified. 1 November through 31 October (year round) - long sleeve shirt, trousers, tie, eight point style hat, baseball style navy blue hat with appropriate patch, department issues PPE hat, gloves and outer jacket. Wearing of tie is optional, but one must be readily available. 1 April through 31 October short sleeve shirt. Trousers, eight point style police hat, baseball style navy blue hat with appropriate patch. Wearing of tie is optional, but one must be readily available. Uniform shirts will be regulation police style dark blue in color either Blauer BDU style or class A dark blue in color. Uniform trouser will be regulation police style, navy in color either Blauer BDU trousers or navy blue Polyester class A trousers with a ¼" navy braid on the outside of each trouser leg. Utility uniform trousers will be worn un- bloused, the trouser leg will not exceed 1/2 "above or below the heel of the footwear. Tie will be navy in color, made of polyester material and will be worn with the Class A uniform. All uniform shirts, trousers and ties will conform in outward appearance with AR 670-10. An optional black pullover US Army type sweater may be worn with the class A uniform throughout the year. Department issued PPE Jackets will be navy blue in color, with a zippered front and two (2) breast pockets. The jackets will have side vents of either zipper type or snap type for easy access to the duty weapon. Jackets will be required to have the appropriate Police or Guard patch on the left shoulder and the American flag with gold colored trim on the right shoulder. All employees will be required to wear the appropriate uniform, to include the designated Police or Guard shield, name tag, collar brass and patches while on duty.

The shield and name tag will always be displayed in the appropriate manner on the outermost garment with the exception of PPE clothing. The only authorized utility uniform for wear will be the approved by the commander. It consists of Blauer BDU Tactical pants dark navy in color. The Blauer BDU Tactical shirt dark navy in color will have the appropriate police or guard badge embroidered on the front left side above the pocket. It will be silver for patrolman and gold in color for Sergeant and above. The name tape will be sewn above the right front pocket Silver in color for patrolman and gold for sergeant and above. Exceptions will be made on a case -by-case basis by the chief.

## LAW ENFORCEMENT UNIFORM AND PERSONAL APPEARANCE (Continued) – Article 49

The following will constitute the personal appearance policy for Law Enforcement and Security office, personnel:

(1) For MALE employees:

- a. Sideburns shall not exceed the bottom of the earlobe.
- b. Hair will not extend below the center of the ear, and must be trimmed in such a manner as not to exceed one inch in bulk when the uniform hat is worn.
- c. Hair may not extend more than one inch below the top of the shirt collar.
- d. Mustaches must be neatly trimmed and will not extend more than  $\frac{1}{2}$  inch below the corners of the mouth.
- e. Jewelry will be limited to watches, rings and neck chains. However, neck chains are required to be worn inside the uniform shirts.
- f. Exceptions to the above policy for medical reasons will be approved by the Watervliet Arsenal Health clinic and forwarded to the chief of Law Enforcement and Security.
- g. Beards, goatees, handlebar mustaches or facial hair other than that described above are not allowed unless medically necessary. If medically necessary, they will not exceed  $\frac{1}{4}$  of an inch.

(2) For FEMALE employees:

- a. Hair may be worn in any style or length. However, when hair exceeds that described in paragraph (1)(c) above, it will be constrained so it cannot be used as
- b. a weapon by individuals confronting Law Enforcement personnel in the event of a conflict.
- c. Jewelry will be limited to watches, rings and neck chains. However neck chains are required to be worn inside of uniform shirts.
- d. Makeup and nail polish may be worn but should be conservative and compliment the uniform.

Exceptions to the above policy for medical reasons will be approved by the Watervliet Arsenal Health Clinic and forwarded to the Chief of Law Enforcement and Security.

### Section 4

Employees will, at all times while on duty, be particular in matters of dress, deportment and courtesy. Employees will be clean, hair neatly trimmed and combed with facial hair neatly trimmed at all times while on duty. Employees will make every effort to promote good personal hygiene, which is indispensable to our harmony and success.

## LAW ENFORCEMENT UNIFORM AND PERSONAL APPEARANCE – Article 49

All Law Enforcement & Security personnel will be required to wear appropriate personal protective equipment. Specifically, concealed body armor is required to be worn every day, in accordance with AR 190-56, with the option of wearing navy blue tactical body armor during the period of 1 April through 31 October.

All employees will be required to wear a navy blue crewneck t-shirt under the regulated short or long sleeve shirt. An optional navy blue mock turtleneck may be worn as a comfort item anytime throughout the year, when the long sleeve shirt is worn. Employees will have a tie available for wear when designated by management, for special events.

## FIREHOUSE FACILITIES – Article 50

The EMPLOYER recognizes the necessity of providing and maintaining reasonably comfortable living spaces for the firefighters at the Firehouse. To this end, the EMPLOYER agrees to provide the items authorized in accordance with Table of Distribution and Allowances (TDA) and Common Table of Allowances (CTA).

Maintenance problems will be called to the attention of the supervisor on duty who will notify the appropriate maintenance authorities and request action to correct the problem.

## EFFECTIVE DATES AND DURATION – Article 51

The effective date of this Agreement shall be the date of agency head approval or, in the alternative, 31 days after execution if the agency head does not approve or disapprove the agreement within the statutory 30 day time period. It shall remain in effect for three (3) years from the approval of this Agreement. The Agreement shall be automatically renewed for an additional three (3) year period on each third anniversary date thereafter, unless either PARTY gives written notice to the other, not more than one-hundred and five (105) or less than sixty (60) calendar days prior to the three (3) year expiration date, of their desire to renegotiate this Agreement. The present Agreement will remain in full force and effect during the renegotiation of said agreement and until such time as a new Agreement is executed.