NEGOTIATED AGREEMENT

BETWEEN

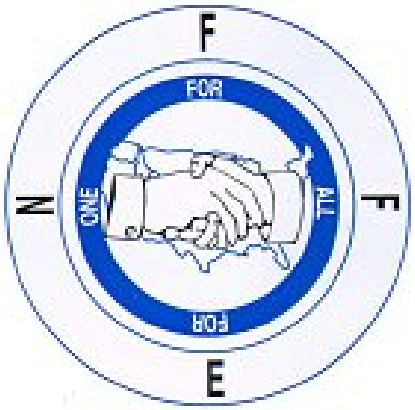
Watervliet Arsenal

Watervliet, New York

And

National Federation of Federal Employees

Local 2109



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Article 1

DEFINITIONS

1. DAY: Refers to workday, except as noted.

2. EMPLOYEE: Bargaining Unit 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 3.

8. RPA: Request for Personnel Action

Article 2

PARTNERSHIP

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

Article 3

EXCLUSIVE RECOGNITION & COVERAGE OF AGREEMENT

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, 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 & standards duties.
5. All secretaries, GS-04 and above, to Staff Office Chiefs and Directorate Chiefs, and above.
6. All Employees, GS-09 and above, identified in the following Managerial classes: 018, 110, 341, 343, 560, 1152, and those Employees GS-12 and above, in the 2210 class.
7. All staff advisors to the Commanding Officer, e.g., EEO Officer, Public Affairs Officer, Administrative Officer.
8. All positions in the Office of the Director, Industrial Operations and Production Directorate at grade GS 09 and above in the following occupational series 301, 1101, and 1150.

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.

Article 4

LAWS & REGULATIONS

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.

Article 5

EXISTING PRACTICES & RELATIONSHIPS

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.

Article 6

ORIENTATION OF NEW EMPLOYEES

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.

Article 7

MANAGEMENT RIGHTS

Section 1

In accordance with the Civil Service Reform Act, Public Law 95-454, dated 13 October 1978, 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.

Article 8

EMPLOYEE RIGHTS

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

The EMPLOYER shall take such action consistent with law or regulation, as may be required, in order to inform Employees of their rights as prescribed in the Civil Service Reform Act of 1978 and this Article (Weingarten Act).

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, color, creed, religion, sex, national origin, age, marital status, handicapping condition, or lawful political affiliation.

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.

EMPLOYEE RIGHTS (cont'd)

Section 6

All Parties deserve to be treated with common courtesy and consideration normal 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.

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)

Section 10 - Employees Have The Right To:

a. Working conditions that are safe and healthful.

b. 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.

Section 11 - Miscellaneous

a. 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.

EMPLOYEE RIGHTS (cont'd)

Section 11 (cont'd)

b. 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.

c. 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.

d. 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.

e. 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.

f. The EMPLOYER'S Civilian Personnel Advisory Center is available to provide assistance to employees in the retirement application process including disability retirement.

g. The EMPLOYER'S Civilian Personnel Advisory Center is available to provide assistance to employees regarding RESUMIX, Army Benefits Center (ABC), Federal Employees Health Benefits (FEHB) Plans and any required mandatory training.

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.

EMPLOYEE RIGHTS (cont'd)

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 keep 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.

Article 9

LABOR ORGANIZATION RIGHTS AND REPRESENTATION

Section 1

The EMPLOYER recognizes that NFFE Local 2109 is the exclusive representative for Employees in the Bargaining Unit. Therefore, all representatives of NFFE Local 2109 shall be accorded all rights and privileges associated with their position and necessary to fulfill their obligations to the full extent authorized by law, rule or regulation of 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

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

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.

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.

Article 10

USE OF OFFICIAL FACILITIES AND SERVICES

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, typewriters, computers, printer, word processing software, 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.

Article 11

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

When proposing changes to the Labor Agreement at the expiration of the full term of the Agreement, the following procedures will apply:

a. 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.

b. 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.

c. 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.

d. 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.

e. The Parties will exchange proposals 20 calendar days prior to the commencement of the negotiations.

f. 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).

g. 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.

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:

a. 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.

b. 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.

c. 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 the implementation.

d. 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.

e. 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.

f. 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:

(1) designation of a three-member UNION negotiating team, one of which may be a representative of the national organization;

NEGOTIATIONS (cont'd)

Section 4 (cont'd)

(2) a request for official time to prepare for negotiations;

(3) 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.

Article 12

MUTUAL OBLIGATIONS

Section 1

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 2

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 3

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 4

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.

Article 13

LABOR-MANAGEMENT RELATIONS TRAINING

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, 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.

Article 14

GENERAL PROVISIONS

Section 1

The Parties shall give their whole-hearted support to the principles set forth in AR 600-50 entitled, "Standards of Conduct for Department of Army Personnel."

Section 2 - Publication of the Agreement

The EMPLOYER will furnish one (1) master copy of the original Agreement to the UNION. Publication of the Agreement will be arranged by the EMPLOYER. The cost of said publication will be paid by the EMPLOYER.

Section 3 - 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 4 - Disabled Employees

Employees with severe physical handicaps 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 5 - 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 (cont'd)

Section 6 - 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 7 - Tables of Distribution and Allowance

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

Section 8 - 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 9 - Physical Disqualification

The EMPLOYER will assure that, in cases of physical disqualification, a determined effort will be made to re-assign the Employee to a position for which he/she is physically and regulatorily qualified.

Section 10 - Motor Vehicle Traffic Supervision/Parking

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

Section 11 – 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.

A. 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.

Section 11 (cont'd)

B. Reasonable accommodation may include but shall not be limited to:
   1. Accessible facilities;
   2. Job restructuring, part-time or modified work schedules, acquisition or modification of equipment, the provision of readers and interpreters and other similar actions;
   3. 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 12 - Arsenal - No Smoking Policy

The Arsenal's no smoking policy is in accordance with DoD and DA regulatory guidance. Smoking in any government building is prohibited. There is a 50 foot rule that prohibits individuals from smoking in front of building entrances and exits whether they are commonly used by the workforce or not.
The intent of this policy is to protect nonsmokers from second-hand smoke while not unduly inconveniencing smokers. The only exceptions to this policy are the designated smoking areas agreed upon in this collective bargaining agreement.

Designated Smoking Areas:

a. The installation has only 2 authorized indoor designated smoking areas. The snack bars in building #40 and #35 have rooms with separate ventilation systems that have been approved as indoor designated smoking areas.

b. The existing outdoor smoking areas which were erected prior to the 50' rule provide a reasonable measure of protection from the elements and an acceptable distance from building entrances.

Article 15

HOURS OF WORK IN BASIC WORKWEEK

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.

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 following procedures will apply:

A. The employee's request for exclusion must be in writing and should include a complete explanation of the circumstances surrounding the request and will be presented to the First Line Supervisor as soon as the employee becomes aware that a personal hardship exists.

B. Upon receipt of the employee's written request for exclusion, the First Line Supervisor will review the reasons(s) for each request and recommend approval/disapproval to the appropriate Division Chief for final disposition.

C. The EMPLOYER agrees to render a decision on the employee's request for exclusion as soon as possible but not later than ten (10) days after receipt of the request by the employee's First Line Supervisor. Approvals shall be administered in accordance with applicable laws, rules, and regulations.

HOURS OF WORK IN BASIC WORKWEEK (cont'd)

Section 3 (cont'd)

D. Approval will be in writing and given to the employee within the prescribed time frame listed in paragraph C. above. Disapprovals must be in writing and must contain a complete analysis with the reason(s) for disapproval. If the employee is dissatisfied with the decision, the employee may attempt to resolve the matter through the use of the Negotiated Grievance Procedure.

Section 4

The PARTIES agree that there are exclusions to the AWS. It is Managements' responsibility to inform the affected employees.

Section 5

Any lunch period, during which the Employee is entirely free of duty in connection with his/her job, shall not be considered duty time.

Section 6

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 7

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 8

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.

Article 16

SHIFT ASSIGNMENTS

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 specific requirements of the job, as well as prior experience, shift preference, and 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 efforts 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 (cont'd)

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.

Article 17

OVERTIME

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

a. In the distribution of overtime, each supervisor is responsible for maintaining a fair distribution of overtime to all Employees under his/her supervision.

b. Any Employee who feels 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.

c. It is the responsibility of both Employee as well as employer to bring to the attention of the appropriate official discrepancies in overtime.

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.

OVERTIME (cont'd)

Section 4 (cont'd)

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 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.
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.
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. 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. This does not preclude the direction of mandatory overtime for employees not on the volunteer list.
4. 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.

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.

OVERTIME (cont'd)

Section 8 (cont'd)

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.

Article 18

SICK LEAVE

Section 1

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 2

Sick leave will be granted to Employees when they 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 notify the appropriate management officials or designated alternate individual, (as identified by their supervisor) prior to the beginning of his/her scheduled work shift. If that is not possible (there must be significant extenuating circumstances), the employee must personally notify the appropriate management official no later than four (4) hours after the beginning of the shift. An employee who expects to be absent more than 1 day shall talk with their supervisor concerning the approximate date of return to duty. If the supervisor is unavailable, the employee shall leave their contact information for their supervisor. If he/she does so daily reporting shall not be required.

Employees who occupy the following positions must report their absences to the appropriate management official or designated individual on duty by the beginning of the shift:

(1) Employees in the tool cribs
(2) Crane operators
(3) Employees who operate the Selas furnace
(4) Firefighters
(5) Employees that perform real property maintenance functions in the Facility Maintenance and Operations Group

Employees in the Boiler House and the Waste Treatment Plant must call in two hours before the beginning of their shift.

The school bus driver(s) must call in two hours prior to the beginning of the shift when school is in session.

It is understood that in extenuating circumstances, an emergency situation may preclude an Employee from this reporting requirement. Consideration will be given to an Employee if the nature of the illness is so severe that it precludes such personal notification. In such cases, the notification may be made by another person.

Section 3

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

If 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 4

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.

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 5

Advanced 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.

Article 19

ANNUAL LEAVE

Section 1

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

Section 2

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

Section 3

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. Their requests will be tentatively scheduled/approved by their supervisor by 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 4

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 5

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 6

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 (cont'd)

Section 7

All annual leave is required to be approved in advance. However, it is recognized that unforeseen circumstances may require the use of emergency leave. When emergency leave is required, the Employees will personally request the leave from the appropriate management official or designated alternate (as identified by their supervisor), in that order, as close to the beginning of the shift as possible. If that is not possible (there must be significant extenuating circumstances), the employee must personally request leave from the supervisor/appropriate management official no later than four (4) hours after the beginning of the shift and within four (4) hours of their work shift on the first day following the termination of each approved absence.

Consideration will be given to an Employee if the nature of the emergency is so severe that it precludes such personal notification. In such cases, the notification may be made by another person. Approval or disapproval may be granted by the supervisor or next higher level of supervision, or their designee. The alternate cannot approve the leave request unless specifically delegated approval authority. However, reporting to the alternate will conform to the reporting requirements only.

Employees who occupy the following positions must report their absence and request leave to the appropriate management official or designated individual on duty by the beginning of their shifts:

(1) Employees in the tool cribs
(2) Crane operators
(3) Employees who operate the Selas furnace
(4) Firefighters
(5) Employees that perform real property maintenance functions in the Facility Maintenance and Operations Group

Employees in the Boiler House and the Waste Treatment Plant must call in two hours before the beginning of their shift.

The school bus driver(s) must call in two hours prior to the beginning of the shift when school is in session.

It is understood that in extenuating circumstances, an emergency situation may preclude an Employee from this reporting requirement. 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 emergency conditions may be required.

Section 8

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.

ANNUAL LEAVE (cont'd)

Section 8 (cont'd)

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).

Article 20

LEAVE WITHOUT PAY

Section 1

Leave without pay (LWOP) may be granted in accordance with the terms of this Agreement, applicable laws, and controlling regulations.

Section 2

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

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

Section 5

In accordance with Executive Order 5396, when a disabled veteran, as defined in 5 CFR 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.

Article 21

MATERNITY/PATERNITY/FAMILY LEAVE

Section 1 - Family Friendly Leave Act

The Parties agree to comply with the provisions of the Family Friendly Leave Act (PL 103-88), which allows the use of sick leave, within the limits stated in the act, for such things as family medical care or bereavement.

Normally employees may use up to 104 hours sick leave in accordance with 5 CFR 630.401 D for the following:

1. To provide care for a family member which includes spouses and their parents, children, parents, siblings and their spouses, and any individual related by blood or affinity whose relationship to the employee is the equivalent of a family relationship as a result of such family member's physical or mental illness, injury, pregnancy, childbirth or medical, dental or optical examination or treatment, or
2. Make arrangements necessitated by death of a family member or attend the funeral of a family member as defined by (1)

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 child of the employee and the care of such child
2. The placement of a child with the employee for adoption or foster care
3. The care of a spouse, child or parent who has a serious health condition
4. A serious health condition of the employee that makes the employee unable to perform the essential functions of his/her position

To that end, the Parties agree to the following:

a. Employees must first invoke their right to LWOP under the Family & Medical Leave Act
b. The Employee will be provided Optional Form WH-380, dated June 1993, by his/her supervisor
c. Completed forms will be submitted to the Health Clinic by the Employee
d. Upon receiving the completed form, the Health Clinic will issue a SMCWV-FL 249 Form to the appropriate supervisor

Article 22

EXCUSED ABSENCE/ADMINISTRATIVE LEAVE

Section 1

Excused absences may be granted to Employees desiring to review their official personnel folder. Employees will be permitted to do so by making an appointment through their immediate supervisor with the Civilian Personnel Advisory Center.

Section 2

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

Section 4 - Blood Donations

a. 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.

b. 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.

c. 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 – Elections

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

Section 6 – Court Leave

Employees shall be granted court leave in accordance with established laws, rules and regulations.

Article 23

MILITARY LEAVE

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.

Article 24

ARSENAL SHUTDOWN

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

Section 1 - Job Description

Employees are entitled to a job description which accurately reflects the duties required of the position. When an Employee believes his/her job description does not accurately reflect the duties being performed by the Employee, the Employee shall first bring the matter to the attention of the immediate supervisor, in writing stating the reasons why he/she feels it is incorrect. The supervisor is responsible for assuring that the local review process, including resolution if possible, is completed within 45 calendar days. If the resolution at the local level is not possible the supervisor will forward a Request for Personnel Action (RPA) requesting a desk audit of the position to the Northeast Civilian Personnel Operation Center (NECPOC) within the same 45 calendar days.

If the Employee is not satisfied with the EMPLOYER's decision, the Employee may attempt to resolve the matter through the use of the negotiated grievance procedure.

Extensions to the 45-day time frame may be granted. The time frame for the filing of a grievance will commence on the day the decision is rendered or when the decision was due.

Section 2 - Classification

When an Employee believes his/her series, grade or title of his/her job is incorrect (improperly classified), the Employee shall first bring the matter to the attention of their immediate supervisor in writing stating the reasons why he/she feels it is incorrect. The supervisor is responsible for assuring that the local review process, including resolution if possible, is completed within 45 calendar days. If the resolution at the local level is not possible the supervisor will forward an RPA for a desk audit of the position to the NECPOC within the same 45 calendar days.

In rendering the decision, the EMPLOYER will provide the Employee a complete analysis of the position with the reasons for the decision. 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 3

The Employee may be assisted in either procedure identified in Sections 1 and 2 of this Article if requested.

Section 4

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.

JOB DESCRIPTION/CLASSIFICATION (cont'd)

Section 5

The EMPLOYER may detail Employees for less than 30 days for legitimate work needs, without submitting an RPA.

Article 26

PERFORMANCE STANDARDS & EVALUATION

Section 1

a. 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.

b. TAPES is a positive based appraisal system, intended to motivate an exceptional workforce, by linking individual performance to arsenal goals.

c. TAPES allows for discussing areas for improvement with "Exceptional Employees" from the latitude provided in the rating system.

d. The system advocates improved communication and understanding between the Employee and the supervisor on performance expectations.

e. 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.

f. 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:

a. The supervisor will discuss the Employee's job performance with the Employee discreetly, annually, and on one other occasion, normally mid-term.

b. 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.

c. The annual performance evaluation will be in written form. All performance evaluations will be reviewed and approved by the senior rater.

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 should 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.

PERFORMANCE STANDARDS AND EVALUATION (cont'd)

Section 6 (cont'd)

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.

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 MSPB procedures.
3. Be delivered at least 7 calendar days prior to the effective date of the action

Article 27

MERIT PROMOTION

Section 1 – Purpose

All actions under this article whether identification, qualification, evaluation, or selection of candidates shall be made without regard to political, religious, or labor organization affiliation or non-affiliation, marital status, race, color, sex, national origin, non-disqualifying physical handicap, or age, and shall be based solely on job-related criteria (5 CFR 335.103(b)(1).

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 Northeast Civilian Personnel Operations Center (NECPOC), Regional Merit Promotion Plan. The Plan will be provided on Watervliet Arsenal's Intranet.

Section 4 – Promotion/Selection Records

The UNION recognizes that all Merit Promotion records are maintained electronically by the NECPOC. The EMPLOYER agrees to request an electronic record from the NECPOC upon receipt of the UNION's written request for such record. The record shall include information such as the number of skills requested, names on the best qualified list and the number of skills each employee met. Non-selected employees may also review the promotion/selection records consistent with the Privacy Act and other applicable laws, rules and regulations.

Article 28

NONCOMPETITVE ACTIONS

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 that 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 backpay) 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.

NONCOMPETITVE ACTIONS (cont'd)

Section 2

Repromotion Program

Coverage: Permanent employees currently receiving grade and/or pay retention benefits due to a downgrade that was effected 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.

Article 29

TRAINING & DEVELOPMENT

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:

a. Provide adequate training for Employees to meet their performance requirements or standards.
b. Provide cross-training opportunities to Employees when funding and mission requirements permit.
c. Endeavor to provide training opportunities on a fair and equitable basis to all Employees.
d. 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.

Article 30

REDUCTION IN FORCE

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

A RIF 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 120 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 (cont'd)

Section 7

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 (cont'd)

Section 13

The Employer will notify all employees (Dist.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 UNION will designate one (1) person to work with the Civilian Personnel Advisory Center Employees 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.

Article 31

WAGE SURVEY

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.

Article 32

ENVIRONMENTAL DIFFERENTIAL PAY

Section 1

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 (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 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.

Article 33

VOLUNTARY WITHHOLDING OF UNION DUES

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:

a. The Employee is employed in the unit for which exclusive recognition has been granted.

b. The Employee has voluntarily completed a request (SF 1187) for such allotment of pay.

c. 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 (cont'd)

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.

Article 34

DEBT MANAGEMENT

The Parties agree to the implementation of Public Law 97-365, as amended.

Article 35

SAFETY & INDUSTRIAL HYGIENE

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. 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 UNION will also encourage the wearing of personal protective equipment such as safety glasses, safety shoes, respirators, and hearing protectors when necessary. 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 2

The EMPLOYER agrees that NFFE Local 2109 may have one representative on the Arsenal's Safety and Occupational Health Committee. Additionally, the Chairperson of the Employee Safety Committee will be a member of the Safety and Occupational Health Committee.

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 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.

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.

SAFETY & INDUSTRIAL HYGIENE (cont'd)

Section 6

All Employees are encouraged to call to the attention of the immediate supervisor and UNION, conditions in a work area which tend to become a hazard to the health or safety of the Employees. Health hazards needing further review should be promptly brought to the attention of the Health Clinic for evaluation.

Section 7

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 8

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 9

The EMPLOYER agrees to provide the log and summary of all information regarding recordable occupational injuries and illnesses (OSHA No. 200) to the UNION regarding accidents.

Section 10

An Employee Safety Committee consisting of four (4) Employees will be established in accordance with AMC Regulation 385-100.

In addition to the duties and requirements of that paragraph, the Committee Chairperson will forward a copy of the minutes to the Safety and Occupational Health Committee. The Chairperson will be an additional member of this Committee.

The UNION will nominate four (4) Employees for membership. The Safety Office will also nominate four (4) Employees. From each of these groups, the Commander will appoint two (2) to serve on the Committee for one year. The four (4) so appointed will choose one of their fellow members to be Chairperson. The Chairperson, once chosen, will appoint one of the other members to be Secretary. At least three of the four members will be Bargaining Unit Employees. The UNION nominations will include not more than two Employees from the Operations Directorate. Both the nominating and appointment process will consider individuals from all Arsenal activities. The Employee Safety Committee will hold regular meetings at least once each month. 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.

SAFETY & INDUSTRIAL HYGIENE (cont'd)

Section 10 (cont'd)

The Committee will be allowed a maximum of 42 hours per month for these meetings, inspections, or other Committee business. The assignment of these hours will be at the discretion of the Chairperson subject to management oversight and approval and workload considerations.

Section 11

The EMPLOYER will utilize the Army Safety Performance Improvement & Reporting (ASPIRE). ASPIRE is an automated tool to report accidents and near misses with input from employee(s) when applicable.

Section 12

The PARTIES recognize and support the voluntary use of the Back Belt Program. Back Belts are available to all employees to use whenever pulling, lifting and moving materials in accordance with established safety procedures.

Article 36

EQUAL EMPLOYMENT OPPORTUNITY

Section 1

The Parties shall not in any way discriminate for or against an individual regarding employment or conditions of employment because of race, color, religion, sex, national origin, age, marital status, lawful political affiliation, handicapping condition, or other non-merit factor. 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

Quarterly reports compiled by the EMPLOYER on the EEO program will be publicized for information. A copy of such reports will be furnished to the UNION. Management will furnish the UNION with a copy of the EEO Program Plan.

Section 3

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 4

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 or his/her investigation without prior approval.

Article 37

EMPLOYEE ASSISTANCE 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 and/or behavioral problems. These can include marital, family, financial, workplace or domestic violence, alcohol, drug, legal, emotional, stress or behavioral concerns which may adversely affect employee job performance. 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.

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 confidentially, to the maximum extent possible.

Article 38

WORKERS' COMPENSATION

Section 1

a. Employees will report all injuries received on the job as soon as possible to their supervisor.

b. The EMPLOYER agrees to assist the Employee in filing the appropriate forms and documentation regarding the injury or illness. Such assistance will include an explanation of the benefits and options available to the Employee under the Federal Employee Compensation Act. Such assistance will be provided in a timely manner to allow for prompt submission of claims.

c. Information maintained by the EMPLOYER relating to the Employee's claim may be released to the Employee and/or his 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 on the Watervliet Arsenal Intranet.

Article 39

COMMITTEE REPRESENTATION

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
Employee Safety Committee
Employee Assistance Program Committee
Ergonomics Team
Federal Employees Compensation Act (FECA) Committee
Federal Women's Program
Hazardous Material Information Network (HAZMIN) Committee
Local Wage Survey Committee
OSHA Civilian Resource Conservation Program Joint Working Group Committee
Restaurant Council
Safety and Occupational Health Committee

Article 40

VETERANS AFFAIRS

The Parties mutually recognize the many sacrifices and contributions made by veterans through the years in both times of peace and conflict. The EMPLOYER agrees to administer all veterans programs in compliance with applicable laws, rules or regulations. To that end, the Parties agree to support the establishment of a veterans' association to address the issues, concerns and rights of all veterans.

Article 41

NATIONAL SECURITY

The Parties agree in the interest of National Security to support the accomplishment of the mission of Watervliet Arsenal in an uninterrupted, orderly, and efficient manner.

Article 42

CONTRACTING OUT

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.

Article 43

DISCIPLINARY AND ADVERSE ACTIONS

Section 1

Management and the Union agree it is important that the supervisor/employee relationship encourage early recognition and resolution of potential performance or conduct situations that could lead to disciplinary action. The Union and Management agree that the objectives of discipline measures are to prevent the recurrence of misconduct, to correct employee behavior, to maintain morale among other employees, and to apply appropriate penalties. Disciplinary action, when considered, must be based on just cause and be consistent with laws and regulations governing such actions. It is understood that formal disciplinary actions, when contested under the negotiated grievance procedure, will commence with the second step of the grievance procedure, within 5 days from receipt of the decision. Nothing in this Article will be construed so as to prevent a resolution of the grievance at any time.

Participation in rehabilitation programs will be viewed favorably in consideration of disciplinary action against an Employee.

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Section 2 - Preliminary Investigation

Prior to issuing a proposed notice of disciplinary action, the EMPLOYER shall obtain and consider the pertinent facts. Employees of the Unit are entitled to UNION representation at all investigations and discussions if the Employee reasonably believes they may be adversely affected as a result of the investigation or discussion. Disciplinary action will be initiated, if at all, within a reasonable time period following the incident giving rise to the potential discipline or after management reasonably should have known of the incident.

Section 3 - Notice

A notice of proposed adverse action against an Employee shall be in writing and shall inform the Employee:

a. Of the specific reasons for the proposed action;
b. Of the name of the deciding official to whom the Employee may respond;
c. That the Employee may answer orally and/or in writing and may submit affidavits or other written statements in support of that answer;
d. That the Employee's response will be considered by the deciding official;
e. That the Employee may be represented by a NFFE representative;
f. Of the Employee's status during the notice period;
g. That the Employee and/or representative shall 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.

DISCIPLINARY AND ADVERSE ACTIONS (cont'd)

Section 4 - Employee's Answer

The Employee will have 10 working days from receipt of the proposal depending on severity of the action to reply to the deciding official. The time will be stated in the proposal. This period may be extended by the deciding official upon request of the Employee.

Section 5 - Action by the Deciding Official

a. The deciding official is the individual who makes the final decision to issue a reprimand, suspension, removal, or other disciplinary action as defined in paragraph 1. Normally, the deciding official shall be at a higher level in the activity than the proposing official.

b. After carefully considering the evidence and the Employee's response and any mitigating factors, the deciding official shall take the appropriate action.

Section 6 - Final Decision

a. The effective date of an adverse action will be at least 22 working days from the date of issuance of the decision letter. (This section does not apply to removals.)

b. The effective date of any suspension, when contested under the negotiated grievance procedure, will be at least 22 working days from the date of the second step decision letter.

c. In all cases of notice of proposed disciplinary action, the Employee will be furnished one (1) extra copy of the advance notice.

d. In the event an unfavorable decision is issued, the Employee shall be advised that he or she has the right to grieve the decision under the negotiated grievance procedure, if applicable, to appeal under any other statutory processes. The address of the UNION Office, Building 135, shall be included in the letter.

Section 7

All adverse documentation or notations will be removed from the Employee's official personnel records as follows:

a. A letter of reprimand shall be removed from the Employee's official personnel record on the expiration date specified in the letter. Letters of reprimand may be removed prior to the expiration date at the discretion of the Manager.

b. Verbal admonishments confirmed in writing shall be removed after three months

DISCIPLINARY AND ADVERSE ACTIONS (cont'd)

Section 8

The EMPLOYER will make an effort to render a decision on a proposed action not later than ten (10) work days from the date of the Employee's response, or the suspense date established for such responses, in the event the Employee does not respond.

Section 9

The EMPLOYER agrees when deciding on a penalty for discipline to consider the freshness of prior discipline.

Section 10

Before removing an Employee acknowledging personal or behavioral problems, management may offer the Employee the opportunity to avail himself/herself of professional help in conjunction with the Arsenal's Employee Assistance Program.

Section 11

The Deciding Official agrees to consider the Douglas Factors for all disciplinary actions. The Deciding Official must consider the Douglas Factors for all adverse actions which may weigh for, or against the employee in determining the appropriateness of a penalty for misconduct. The Douglas Factors are listed below:

a. The nature and seriousness of the offense and its relation to the employee's duties, position, and the responsibilities, including whether the offense was intentional or technical or inadvertent, or was committed maliciously or for personal gain, or was frequently repeated.
b. The Employee's job level and type of employment, including supervisory or fiduciary role, contact with public, and prominence of the position.
c. The Employee's past disciplinary record.
d. The Employee's past work record, including length of service, performance on the job, ability to get along with fellow workers, and dependability.
e. The effect of the offense upon the employee's ability to perform at a satisfactory level and its effect upon supervisors' confidence in the employee's ability to perform assigned duties.
f. Consistency of the penalty with those imposed upon other employees for the same or similar offenses.
g. Consistency of the penalty with the DA Table of Penalties pertaining to various offenses (AR 690-700.)
h. The notoriety of the offense or its impact upon the reputation of the Department of the Army.

Section 11 (cont'd)

i. The clarity with which the employee was on notice of any rules that were violated in committing the offense, or had previously been warned about the conduct in question.
j. The potential for the Employee's rehabilitation.
k. Mitigating circumstances surrounding the offense such as unusual job tensions, personality problems, mental impairment, harassment, bad faith, malice, or provocation on the part of others involved in the matter.
l. The adequacy and effectiveness of alternative sanctions to deter such conduct in the future by the employee or others.

Article 44

GRIEVANCE PROCEDURE

Section 1

The EMPLOYER and the UNION recognize the importance of settling agreements 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.

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:

a. A violation relating to prohibited political activities.
b. Retirement, life insurance, or health insurance.
c. A suspension or removal for national security reasons.
d. Any examination, certification, or appointment.
e. Classification of a position which does not result in reduction in pay or grade for the Employee.
f. Non-selection for promotion from a list of properly ranked and certified candidates.
g. 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.
h. Performance Improvement Period Letters.
i. Adverse actions as a result of a RIF.
j. Separation during probation.

Nothing in this Section 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.

Except as provided for 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 or the Equal Employment Opportunity Commission, 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 (cont'd)

Section 3

A grievance may be undertaken by the UNION, the EMPLOYER, an Employee, or a group of Employees. Only the UNION or a representative approved by the UNION may represent Employees in such grievances.

Section 4

The following procedures are established for the resolution of grievances:

a. *Informal meeting* - The EMPLOYER and the UNION agree that an affirmative effort will be made by the Employees and/or their representatives and their supervisors to settle dissatisfactions at the lowest possible level before resorting to the formal grievance procedure.

   Accordingly, Employees are encouraged to discuss their dissatisfactions with their supervisors prior to filing a formal grievance. For the purpose of this Agreement, a complaint is defined as a situation wherein 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.

b. *Formal Grievance* - Because some grievances arise from cumulative or continuing conditions, it is not feasible to set a standard time limit on the filing of a formal grievance. Where an Employee grievance arises from a specific event or incident, however, it must be presented within ten (10) days from the date of the event or incident giving rise to the grievance, or within ten (10) days after the Employee knew, or with reasonable diligence should have known, of the occurrence of the matter out of which the grievance arose.

   If the grievant has had an "informal meeting" and is still dissatisfied, the grievance may be reduced to writing by the aggrieved and initiated as a formal grievance in accordance with the following steps:

Step I In the event of a grievance from Employees covered by this Agreement, the matter shall first be presented verbally to the immediate supervisor, or appropriate management official (if it is determined that the supervisor has no authority in the area of the grievance), by the aggrieved Employee, and a representative (if representation is used), stating the nature of the grievance and the remedy sought. The supervisor (or appropriate management official) will meet with the Employee and the Employee's representative (if any) within two (2) days from the date the grievance was presented to obtain the pertinent facts surrounding the grievance. This does not prohibit the supervisor from having one other management official present for the purpose of providing personal advice. An observer from the Civilian Personnel Advisory Center, will be present to insure that established procedures are followed. Additional meetings will be conducted if deemed necessary by either Party. After careful consideration, the management official hearing the grievance will issue a written decision to the Employee within three (3) days from the date of the initial meeting.

GRIEVANCE PROCEDURE (cont'd)

Section 4 (cont'd)

Step II If no satisfactory resolution is reached during the Step I, the grievance will be presented, in writing, to the supervisor or appropriate management official who rendered the decision, by the UNION representative or the grievant, if self representation is elected, within ten (10) days from receipt of the Step I decision, stating the nature of the grievance, the remedy sought, and the grievant's choice of UNION representation or self-representation. The procedure in Section 3 of this Article will govern self-representation.

The Employee's grievance shall be submitted by the supervisor (or appropriate management official) through supervisory channels, to the Commander/designee. The request for Step II will reach the Commander/designee within ten (10) days from submission to the deciding official. The Commander's representative, when used, will be designated in writing. Within ten (10) days from receipt, the Commander or Commander's representative shall conduct a joint meeting with the aggrieved Employee, the representative(s) (if used), the appropriate supervisor/official, and one other management official (if any) who may speak only with the permission of the Commander or Commander's representative. This time frame can be extended by mutual consent. The Commander or the Commander's representative will conduct Step II grievance hearings and other investigations as deemed appropriate by the Commander/designee. The Commander, or the Commander's representative will be responsible for :

1. Conducting necessary hearings with both Parties in attendance to:
   a. Ascertain exact issue and remedial action.
   b. Have both Parties present their views on the issues.
   c. Hear all evidence presented by the Parties.
   d. Insure both 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. Conducting a continuation of the meeting when such request is made for good cause by either party or the Commander's representative for the purpose of obtaining or presenting any additional information required. Any evidence or facts obtained during the interim period by the representative or either party will be presented at the continuation of the meeting by the source of that information, with all parties present.

3. Contacting the Parties for necessary extensions of time, if any additional time is required in conducting an investigation. When granted, the Civilian Personnel Advisory Center, will be informed by telephone and memorandum.

4. Insuring that the tape recording of the hearing is maintained until the grievance/appeal route as defined in this Article is exhausted.

5. Once the MFR of the Step II hearing has been typed by the CPAC, it will be forwarded to the UNION, which will have five (5) days to review and provide comments, if necessary.

GRIEVANCE PROCEDURE (cont'd)

Section 4 (cont'd)

The Commander, or the Commander's representative, may seek further information whenever he/she feels that there is insufficient or conflicting information which renders it impossible to reach a just or fair decision. If this occurs, the facts developed by this action will be presented and discussed at a reconvened Step II in accordance with the above procedures.

The Commander/designee will render a written decision, including reasons, within twenty (20) days after the date of the final Step II hearing.

Nothing in this Section will preclude either party from attempting to settle the matter prior to the decision of the Commander/designee.

Step II grievance meetings concerning grievances of Employees assigned to the 12 midnight to 9:30 a.m. shift will be conducted at 8:30 a.m. Meetings for Employees assigned to the 4:30 p.m. to 2:00 a.m. shift will commence at 3:30 p.m. In situations where these assignments are not possible or practicable, the tour of duty for the grievant, his/her representative and required witnesses will be changed to permit participation in the Step II grievance meeting without payment of overtime.

Section 5

Because some contract disputes arise from cumulative or continuing conditions, it is not feasible to set a standard time limit for initial filing. However, where a contract dispute arises from a specific event or incident, it must be presented within ten (10) days of the event or incident giving rise to the contract dispute or within ten (10) days after the UNION/Commander knew, or with reasonable diligence should have known, of the occurrence. The Parties agree that a contract dispute ordinarily will not be filed for the sole purpose of attempting to secure an individual remedy. However, this Section shall not be interpreted to preclude award of individual remedies.

Disputes arising from alleged violations of this Agreement by either Party will be reduced to writing and submitted to the Commander/designee by the President of NFFE Local 2109, or to the President of NFFE Local 2109 by the Commander/designee.

This notification must specify the Articles/Sections alleged to have been violated, the organizations (if applicable) and management or UNION official(s) involved, and the remedial action sought. The Commander or the Commander's representative (in the case of a UNION filed contract dispute) or the UNION President (in the case of a Management filed contract dispute) will conduct the necessary hearing(s) with all Parties in attendance to:

1. Ascertain the exact issue and remedial action sought.
2. Have both Parties present their views on the issue.
3. Hear testimony of witnesses called by either party.

GRIEVANCE PROCEDURE (cont'd)

Section 5 (cont'd)

4. Hear all evidence presented by the Parties.
5. Insure that the hearing(s) is restricted to the issue at hand.
6. Insuring that the tape recording of the hearing is maintained until the grievance/appeal route as defined in this Article is exhausted.
7. Once the MFR of the Contract Dispute has been typed by the UNION/CPAC, it will be forwarded to UNION/Management, which will have five (5) days to review and provide comments, if necessary.

The Commander (or the Commander's Representative) or the UNION President (or the President's Representative) may reconvene a hearing when such a request is made for good cause by either party involved and for the purpose of obtaining or presenting any additional information required.

The Commander or the UNION President will render a written decision, including reasons, within twenty (20) days from the date of the final meeting. This time frame can be extended by mutual agreement. If the dispute is not settled by this method, the initiating party may invoke the arbitration procedures in this Article. Nothing in this Section will preclude either party from attempting to settle such disputes informally at a lower level, and such efforts are encouraged.

Article 45

MEDIATION

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.

Article 46

ARBITRATION

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 fifteen (15) days following the Step II decision, or if a mutual agreement cannot be reached at Step III (Mediation).

Section 2

Within fifteen (15) 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:

a. The Parties will meet at least sixty (60) 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.

b. 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.

c. Upon mutual agreement, the Parties may request that the arbitrator render a written decision solely on arbitration "Inquiry Methods".

The arbitration hearings will be held during the regular day shift work hours of the basic Monday through Friday workweek. Arbitration hearings concerning grievances of Employees assigned to the 12 midnight to 9:30 a.m. shift will be scheduled on a Thursday or Friday, and arbitration hearings concerning grievances of Employees assigned to the 4:30 p.m. to 2 a.m. shift will be scheduled on a Monday or Tuesday. The tour of duty for the grievant, his/her

Section 4 (cont'd)

representative(s), and required witnessed, will be changed for two (2) days (Monday and Tuesday, or Wednesday and Thursday) in the week the arbitration hearing is held. The change in tour of duty will be extended when required.

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

Section 7

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 8

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 9

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 10

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.

ARBITRATION (cont'd)

Section 11

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.

Article 47

EFFECTIVE DATES AND DURATION

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.

ADDENDUM SECTION

Signature Page

In WITNESS WHEREOF, the Parties hereto have entered into this agreement this 24th day of October 2007.

Representative WVA Management	Representative NFFE Local 2109
/S/	/S/
KEVIN R. MOORE COL, OD Commanding	MICHAEL S. BUSH President NFFE Local 2109

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