



**LABOR-MANAGEMENT AGREEMENT
BETWEEN**

**THE ADJUTANT GENERAL OF
ARKANSAS
(188TH FIGHTER WING)**

AND

**RIVER VALLEY CHAPTER 131
ASSOCIATION OF
CIVILIAN TECHNICIANS**

JULY 2009



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PREAMBLE

The parties of this agreement recognize that they have mutual and cooperative interest in the effective accomplishment of the mission and assigned responsibilities of the Air Technician Detachment, 188th Fighter Wing, Arkansas Air National Guard, Fort Smith, Arkansas and that their mutual interest will be furthered by the establishment and maintenance of Employee-Management cooperation pursuant to Chapter 71, Title 5, U.S. Code. Employees have an obvious and proper interest in the conditions of their employment. It is recognized that the participation of employees in the formulation and implementation of personnel policies and procedures, which so vitally affect them, will contribute substantially to the improvement and efficient administration of the federal service.

Wherever language in this Agreement refers to specific duties or responsibilities of specific employees or management officials, it is intended only to provide a guide as to how a situation may be handled. It is agreed that management retains the sole discretion to assign work and to determine who will perform the function discussed.

ARTICLE 1

Section 1. COVERAGE: The Employer recognizes the Union as the exclusive representative of all non-supervisory, non-managerial, General Schedule and Wage Grade employees of the Air Technician Detachment, 188th Fighter Wing, Municipal Airport, Fort Smith, Arkansas.

Section 2. DEFINITION OF TERMS:

ADVERSE ACTION: There are only three types of adverse actions which may be taken against a technician: (1) removal, (2) suspension, and (3) change to lower grade/pay. Action will be taken in accordance with applicable regulations.

AGREEMENT, COLLECTIVE BARGAINING: A written agreement or contract arrived at as a result of negotiations between an employer and the representative of the employees (Union).

The agreement sets forth both condition of work and procedures to assure employee's rights and responsibilities concerning the formulation and implementation of policies affecting conditions of work.

AMENDMENTS: Modifications of the basic collective bargaining agreement to add, delete, or change portions, sections, or articles of this agreement.

COLLECTIVE BARGAINING UNIT: Applicable to all employees in the area covered by Chapter 131 of ACT who are eligible to be members of the bargaining unit.

CONDITIONS OF EMPLOYMENT: Personnel policies, practices, and matters, whether established by rule, regulation, or otherwise, affecting working conditions, except that such term does not preclude policies, practices, and matters relating to prohibited political activities or classification of any positions, or to the extent such matters are specifically provided by Federal statute.

DISCIPLINARY ACTION: A disciplinary action is that action against an employee resulting in an oral admonishment, or letter of reprimand. Action will be taken in accordance with Technician Personnel Regulation (TPR) 752.

DUTY TO BARGAIN IN GOOD FAITH: This duty is imposed upon an agency and an exclusive representative by Section 7114 of The Statute. It includes:

- (1) Approaching the table with a sincere resolve to reach an agreement
- (2) Being represented by duly authorized team members
- (3) Meeting at reasonable times and convenient places as frequently as may be necessary
- (4) Avoiding unnecessary delays
- (5) In the case of an agency, to furnish to the exclusive representative involved, or its authorized representative, upon request and, to the extent not prohibited by law, data -
 - a. Which is normally maintained by the agency in the regular course of business
 - b. Which is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining and
 - c. Which does not constitute guidance, advice, counsel, or training provided for management officials or supervisors, relating to collective bargaining and
- (6) If agreement is reached, to execute on the request of any party to the negotiation a written document embodying the agreed terms, and to take such steps as are necessary to implement such agreement.

EMPLOYEES: The term employees applies to all bargaining unit personnel who are not managerial officials, supervisors, or employees engaged in federal personnel work in other than a purely clerical capacity, guards, and professionals.

FEDERAL LABOR RELATIONS AUTHORITY (FLRA): An administrative body empowered by Title VII of the Civil Service Reform Act of 1978 to provide leadership in Federal service labor-management relations matters by establishing policies and guidance.

FORMAL DISCUSSION: Management is obligated to inform the Union in advance when meetings are scheduled that meet the criteria for a formal discussion. The following are the three key criteria to be used in determining if your meeting is a formal discussion under the labor relations statute:

(1) Attendance - A member of management and one or more members of the bargaining unit must be present

(2) Subject to be discussed - The matters to be discussed must include either the personnel rules and/or working conditions of bargaining unit employees, or a grievance/appeal that has been filed by a bargaining unit employee

(3) Formality - The meeting must be formal in nature, not a casual or unplanned conversation. It must be an organized discussion of conditions of employment or a grievance/appeal.

Matters that contribute to the formal nature are whether the meeting was scheduled in advance, whether there was an established agenda, how many persons attended, whether attendance was mandatory, and whether formal notes or minutes were taken. Very few meetings between managers and employees meet all three criteria. Those that do, however, require advance notification to the Union.

GRIEVANCE: A complaint by an employee labor organization concerning any matter relating to the employment of an employee; or by any employee, or agency concerning the affect or interpretation, or a claim of breach of a collective bargaining agreement; or any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

IMMINENT DANGER: Imminent danger means any conditions or practices in any workplace which are such that a danger exists which could reasonably be expected to cause death or serious physical harm immediately or before the imminence of such danger can be eliminated through normal procedures.

IMPASSE: A deadlock in negotiations which has occurred after a bona fide but unsuccessful attempt by labor and management to reach agreement on an negotiable item.

LABOR ORGANIZATION: See UNION.

LAW: An act of Congress which has been signed by the President or passed over his veto.

MILITARY TECHNICIAN: The term Military Technician applies to all federal "excepted" National Guard Technicians employed under the provisions of the National Guard Technician Act of 1968.

NEGOTIABILITY DISPUTE: A disagreement between the parties as to the negotiability of an item.

NEGOTIATION: Bargaining by representatives of the Employer and the Union on appropriate issues relating to conditions of employment with the view of arriving at a formal agreement.

OFFICIAL TIME: Official Time is (administrative leave - excused absence) authorized for representational purposes under 5 USC, CSRA. Official time is used for the purpose of Union Representation of employees. This includes, negotiation, renegotiations, on-going labor agreement functions such as, committees, grievances, and appeals, and equal employment opportunity activities. The use of official time must be reasonable and mutually beneficial to Management and the Union.

PAST PRACTICE: Relates to a much-repeated course of conduct regularly engaged in over a very substantial period of time by parties who can reasonably be presumed to be aware of such conduct (long continued, well-known, and mutually concurred-in course of conduct not specifically referenced in the agreement). It can take precedence over terms of the written agreement.

PROHIBITED PERSONNEL PRACTICES: Discrimination on the basis of race, color, religion, sex, national origin, age, handicapping condition, marital status, or political affiliation; coercing political activity; appointing relatives; taking actions of reprisal against whistle-blowers; and other actions listed in the Civil Service Reform Act of 1978.

REPRIMAND: A disciplinary action that may be an oral admonishment notifying a technician to desist from a certain course of action or a letter of reprimand making a technician aware of a violation. Reprimand actions are less severe than an adverse action.

SUPERVISOR: An individual employed by an agency having the authority in the interest of the agency to hire, direct, assign, promote, reward, transfer, furlough, recall, suspend, discipline, or remove employees, to adjust their grievances, to effectively recommend such action, if the exercise of the authority is not merely routine or clerical in nature, but requires the consistent exercise of independent judgment.

SUPPLEMENTAL AGREEMENT: An agreement negotiated subsequent to the basic or initial agreement.

UNFAIR LABOR PRACTICE (ULP): Behavior on the part of Management or the Union, prohibited under Section 7116 of Title VII of the Civil Service Reform Act of 1978 (5 USC 7116).

UNFAIR LABOR PRACTICE (ULP) CHARGE: A charge filed on FLRA Form 22 with the appropriate Regional Office citing the sub-section of Section 7116 which has been violated, naming the party in violation and specifically outlining the facts which form the basis for the charge. Filing of this form must be done within six (6) months of the incident(s) giving rise to the charge.

UNION: A lawful organization of any kind in which employees participate that exists for the purpose of dealing with Management in matters concerning grievances over personnel policies and practices or other matters affecting working conditions of their employees. A labor organization and a labor Union are synonymous.

UNION OFFICER: An elected official of the Union: President, Vice-Presidents, Secretary, Treasurer, and Chief Steward, as opposed to the Stewards who are usually appointed. The elected officers carry out the Union's relations with top Management officials on matters not resolved by Stewards and line managers and have such other duties as outlined in the local's constitution and by-laws.

UNION OFFICIAL: An elected or appointed official of the Union, including Stewards and National Office personnel who have been chosen to represent the Union on particular issues and on representational matters.

ARTICLE 2

DURATION AND EXTENT OF AGREEMENT

Section 1. EFFECTIVE DATE AND TERM: The effective date of this agreement shall, if no violation of law or regulation is found, be the date the agreement is approved by the Department of Defense Field Advisory Service (DoD), or the beginning of the thirty-first (31st) day following the signing of the agreement by the Union and the Employer. In the event the Agency review finds violation, the effective date shall be the date the renegotiated articles are approved by DoD. The agreement shall be in full force and effect for three (3) years from the effective date hereof, and automatically be renewed for each subsequent three (3) year period thereafter, unless either party shall give to the other party written notice of intention to renegotiate this agreement in its entirety not more than one hundred five (105) calendar days and not less than sixty (60) calendar days prior to anniversary date of this agreement. This agreement may also be terminated by mutual consent of both parties or at any time it is determined and established that the Union is no longer entitled to exclusive recognition under the Statute. Articles that become non-negotiable during the life of the agreement or that have been found to be in violation of the Statute, law, rule or regulation shall be automatically cancelled on the expiration date of the agreement. If the agreement is automatically renewed for another three (3) year period, such renewal shall be consistent with the Statute.

Section 2. AMENDMENTS: This agreement may be amended at any time with the mutual agreement of both parties. It may be amended at the request of either party if proposals are given the other party within the last ten (10) calendar day period of the eighteenth (18th) month following the effective date of this agreement. Such requests for amendments will be limited to five (5) articles for each party. At the end of the ten (10) calendar day period, negotiations will proceed in accordance with Article 5. Amended articles, if no violation of law or regulation is found, shall become effective upon the date approved by the DoD or the thirty-first (31st) day following the signing of the amended article(s) by the Union and the Employer. This approval date by the DoD shall have no affect on the basic agreement effective date established in Section 1 above.

Section 3. SUPPLEMENTS: Supplements to this agreement may be negotiated at the same time as specified in Section 2. Supplements will not cover items or topics covered in the basic agreement, nor will supplements be negotiated which would

change the intent or meaning or any part of this agreement. Supplement will be limited in accordance with the limitations in Section 2 above. Effective date for supplements will also be established in accordance with Section 2 above.

ARTICLE 3A

MANAGEMENT RIGHTS

Section 1. **CONTROLLING AUTHORITY**: In the administration of all matters covered by this agreement, the management officials and the bargaining unit employees, are governed by existing or future laws and the regulations of appropriate authorities, including policies set forth in the Code of Federal Regulations; by published agency policies and regulations in existence at the time the agreement was approved; and by subsequently published agency policies and regulations required by law or by the regulations of appropriate authorities, or authorized by the terms of a controlling agreement at a higher agency level.

Section 2. **MANAGEMENT RIGHTS**: The Employer retains the right:

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

b. In accordance with applicable laws -

(1) To hire, assign, direct, lay off, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or to take other disciplinary action such employees;

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

(3) With respect to filling positions, to make selections for appointments from:

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

(b) any other appropriate source; and

(4) To take whatever actions may be necessary to carry out the agency mission during emergencies.

c. Nothing in this section shall preclude any agency and any labor organization from negotiating:

(1) At the election of the agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;

(2) Procedures which management officials of the agency will observe in exercising any authority under this section; or

(3) Appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

ARTICLE 3B

UNION RIGHTS AND REPRESENTATION

Section 1. **RECOGNITION**: The Employer recognizes that the Union has the exclusive right to represent all employees in the unit in negotiations and joint meetings with the Employer with regard to all matters affecting the conditions of employment.

a. The Employer agrees to respect the rights of the Union and to meet jointly and negotiate with the Union on such matters, and further agrees to notify the Union of proposed new policies or policy changes affecting conditions of employment before implementation and to negotiate with the Union before implementation of any new policy or change in policy affecting conditions of employment as required by 5 USC 7117. When the Union and Employer have negotiated, resolved a problem, or negotiated relative to the impact of a non-negotiable matter, Management at each level of the activity shall discuss with the appropriate Union steward upon request to the effect in his or her organizational area.

b. The Union, in consonance with its right to represent, has a right to propose new policy, changes in policy, and resolutions to problems. This right shall apply at all levels of management within the Activity and the Union, starting with the

Steward and first level supervisor. Representation shall occur at the lowest level management official and Union official having responsibility and authority to act. If either party at the initial contact feels resolution of a matter is outside its jurisdiction, the matter shall be referred immediately to the next high level.

c. The Employer will recognize the duly elected local officers and officials of the Union, including appointed stewards. The Union may post the list of local officers and/or stewards on official bulletin board. The Union will provide a list of Union officers and stewards, with changes as they occur, to the Employer.

d. When requested and duly delegated by Chapter 131 of ACT, accredited National Representatives of the Association of Civilian Technicians (ACT) will be recognized by the Employer as representatives of Chapter 131 while they are rendering assistance to Chapter 131 of ACT in processing and handling of grievances, arbitration, contract negotiations and legally protected activity. Beyond this recognition, the Employer will not have further obligation to these representatives.

Section 2. UNION-MANAGEMENT MEETING PROCEDURES: The following procedures shall apply to Union-Management meetings:

a. The meetings shall occur as the need arises before implementation of any policy or act affecting the employees or their conditions of employment. Such joint meetings are considered a part of the initial step used by either party to resolve a problem concerning the working conditions; resolve employee dissatisfaction, including grievances, appeals and Unfair Labor Practices; administration of this agreement; or negotiate a change in policy. They shall be conducted in an atmosphere that will foster mutual respect. Union-Management meetings shall in no way nullify or abrogate the right of the Union to negotiate new policy or a change to a policy.

b. Union-Management meetings shall be held upon request by either party. Specific item(s) for discussion will be provided in advance of the meeting by both parties, although items not submitted may be brought up for discussion. Summary minutes reflecting items discussed and resolutions or actions, shall be furnished the Union by the Employer. New or changed policy proposals which cannot be readily agreed to may be submitted for negotiation in accordance with negotiation procedures established in this agreement. Meetings will be conducted during regular duty hours, with Union officials authorized official time loss without loss of

leave or pay. Emergency meetings will be arranged at the convenience of both parties involved as soon as possible after a request by either party is received, and such request shall indicate the subject matter for discussion.

ARTICLE 3C

EMPLOYEE RIGHTS

Section 1. RIGHTS OF MEMBERSHIP: Employees shall have the right, freely and without fear of penalty or reprisal, to organize or join, or to refrain from joining any lawful labor organization. The Employer shall take the action required to assure that employees are apprised of their rights as contained in Section 7102 of the Statute, and that no interference, restraint, coercion or discrimination is practiced within the Arkansas Air National Guard, to encourage or discourage membership in a labor organization.

Section 2. PROTECTION OF GRIEVANCE RIGHTS: The Employer shall not discipline any employee because he or she has filed a grievance, testified at a grievance hearing, or because he or she has filed a complaint or given testimony under The Statute.

Section 3. ORGANIZATIONAL MEMBERSHIP: Nothing in this agreement shall require an employee to become or to remain a member of a labor organization, or to pay money to the organization, except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deduction.

Section 4. REPRESENTATION OF PERSONAL CONCERN: No employee, regardless of labor organization membership, shall be precluded from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable law, directive, regulation or policy of the agency; or from choosing his own representative in a grievance or appellate action, except under the negotiated grievance procedures.

Section 5. NOTIFICATION OF ADVERSE OR DISCIPLINARY ACTION: To ensure proper and fair treatment, an employee must be informed and given an opportunity to explain his actions before an adverse or disciplinary action is taken by the Employer, except for those circumstances excluded by appropriate law or regulation.

Section 6. CONTRIBUTIONS: Charity drives, when authorized, will be conducted in the spirit of true voluntary giving. To this end, no covert nor overt coercion will be imposed on employees by representatives of the Employer or Union. An Employee, if he or she so desires, may make an anonymous donation and no dollar quotas will be assigned to individual contributors nor organizational elements. No lists or other type record will be kept on employees participating or not participating in such drives.

Section 7. NON-DISCRIMINATION: No Employee will be discriminated against by either the Employer or the Union because of race, color, creed, religion, sex, national origin, age, marital status, physical handicap or union membership.

Section 8. WORKING CONDITIONS: No Employee will be required to perform duties which are illegal, immoral or a genuine threat to life or health. Solicitation of membership, the collection of dues or other internal business of the Union shall not be conducted during the on-duty hours of the employees concerned. However, discussions regarding labor organizations, at the work place, will be allowed provided they do not disturb the work of the agency.

Section 9. EXISTING RIGHTS: Any existing right or privilege granted to an employee or the Union by law, rule or regulation will not be reduced or taken away because it is not specifically addressed by this agreement. The Employer shall take the action required to ensure employees are not interfered with, restrained, or coerced in the exercise of any assured rights under the Statute and this agreement.

ARTICLE 4

NEGOTIATIONS

Section 1. SCOPE OF NEGOTIATIONS:

a. Matters appropriate for negotiations between the parties are personnel policies and procedures and matters affecting working conditions of members of the unit, so far as may be appropriate under The Statute.

b. The employer agrees to negotiate with the union concerning the impact and implementation of any new regulation, directive, or policy which will affect

employees in the unit so far as may be appropriate under applicable laws, regulations and The Statute. The employer will notify the Union of any changes in working conditions. Upon receipt by the Union of any new regulation, directive or policy not prohibited in 5 USC 7117 from bargaining, notification will be furnished the employer of intention to bargain on impact within seven (7) workdays. Once such notification has been furnished, in writing, the provisions of Section 2 below will apply for bargaining. The employer agrees that any impact bargaining will delay implementation of a change of working conditions or personnel policy affecting the bargaining unit unless required by law or regulation, until such time as agreement has been reached, or such change has been submitted to impasse.

c. Changes to this agreement, necessitated by new laws or changes in existing laws, regulations of appropriate authorities, including policies set forth in the Code of Federal Regulations, will be promptly negotiated upon request of either party.

d. It is understood that no provision of this agreement shall nullify or abrogate rights of employees or the Union established by law, executive order or regulations of appropriate authority, nor shall it relieve Management from the responsibility to negotiate with the Union on those policies, practices and procedures of a negotiable nature used in exercising its rights. To the extent that provisions of any activity instruction or directive within the discretion of the employer may be in conflict with this Agreement, the provision of this agreement shall govern.

e. The obligation for negotiation on terms and conditions of employment with labor representatives shall not be construed as limiting or changing the areas of authority retained by Management officials, as cited by Article 3A of this agreement and The Statute.

Section 2. NEGOTIATING PROCEDURES: Negotiations agreed to, in accordance with the above, will be requested in writing. Such request will include proposals/counter-proposals or in the case of impact bargaining, an indication that the document furnished the Union is furnished in lieu of a proposal. The other party will submit counter-proposals within seven (7) days, and negotiations will begin within fifteen (15) days unless both parties agree otherwise. The following procedures shall be utilized.

a. The number of members on either negotiating committee shall not exceed three (3). The number of employees for whom official time is authorized shall not exceed the number of individuals designated as representing the agency as negotiators.

b. A chairperson and alternate chairperson will be designated, in writing, for each negotiating committee. Other members may speak with the approval of their chairperson.

c. Names of the members on each negotiating committee will be exchanged formally by the parties, in writing, no later than 48 hours prior to the beginning of negotiations. Any changes regarding committee membership will be submitted to the other party prior to the next negotiation session.

d. Where Employer proposes a change, as the result of being required to implement an applicable regulation of authority outside the agency, or for other reasons internal to the agency, and the Union seeks to negotiate with respect to the bargainable aspects of the specific item(s) or paragraph(s) of such changes of its impact, Union Negotiators will be on official time. Union counter-proposals covering the subject in specific items or paragraphs proposed by Management will also be on official time.

e. Each article of the basic proposal shall be negotiated as quickly as possible in the following manner:

1. When agreement on an article is reached, the chief negotiators shall initial the other party's copy to signify and verify that agreement.

2. If agreement of the article cannot be reached, the item will be set aside and the next articles taken up.

3. Upon exhausting the subsequent articles of the proposal(s), the articles in dispute shall be taken up. The unfinished business of the prior negotiating session shall be the first item of business for the next session.

f. Upon reaching agreement on all articles, the agreement shall be signed by the members of both negotiating committees, and by the Union president and the head of the activity, or his representative. This signing constitutes final bargaining on the articles contained herein, except as provided in Article 2 and in those cases where articles are in conflict with the statute and other applicable law, rule, or regulation (unless the agency has granted an exception to the provision).

g. Negotiation Impasse. When the parties to the agreement cannot agree on a negotiable matter or an impasse has been reached, the item shall be set aside. After all negotiable items on which agreement can be reached have been disposed of, the parties shall again attempt to resolve the impasse. Either or both parties may seek the service of the Federal Mediation and Conciliation Service (FMCS). When the services of mediation do not resolve the Impasse, either party may seek the services of the Federal Services Impasse Panel (FSIP).

Section 3. PAST PRACTICES: Privileges of employees which by known past practice have become an integral part of working conditions shall remain in effect unless negotiated by the parties. When a past practice has been identified by either the Employer or the Union, it will not be arbitrarily terminated by either party until resolution is achieved.

ARTICLE 5

REPRESENTATION

Section 1. REPRESENTATION: The Union shall be given the opportunity to be represented at:

a. Any formal discussion between one or more representatives of the agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment.

b. Any examination of an Employee in the unit by a representative of the Employer in connection with an investigation if -

(1) The Employee reasonably believes that the examination may result in disciplinary action against the Employee, and

(2) The Employee requests representation.

c. The Union shall have the right to be represented at all meetings between management and any bargaining unit employees presenting a grievance without representation by the Union.

d. The Union shall have the right to be represented at all final settlement meetings involving Equal Employment Opportunity (EEO) cases which require third party adjustment when the final decision may result in a personnel action involving a bargaining unit member or position, or will have an obvious impact on working conditions. No decision shall be made until the Union has had an opportunity to express its opinion on the impact as it relates to the bargaining agreement.

Section 2. STEWARDSHIP:

a. The Employer agrees that the Union may appoint 10 stewards and designate their area of representation. The Union will supply the Employer, in writing, and shall maintain on a current basis, a list of authorized stewards and their area of representation. Stewards will represent employees of their area in formal discussion with the supervisor concerned, about the application of personnel practices and policies, and other matters affecting general working conditions of employees in the area of representation.

b. If requested by the Employee concerned, the steward will be allowed up to eight (8) hours of official time to investigate and prepare grievances, appeals of unacceptable performance, and appeals of Adverse Actions, excluding reclassification actions. Additional time will be granted when justified to the Labor Relations Specialist (HRO-LRS). Stewards shall be granted whatever official time is needed to present a grievance or appeal to the appropriate official.

c. Stewards will not use official time for solicitation of membership, campaign for offices, distribution of literature, or other internal Union business.

d. Stewards will obtain permission from their appropriate supervisor or his representative before leaving their work area, stating their purpose and where they desire to go. Permission will be granted except in emergencies or periods of unusual workloads. The steward will be available for call back in the event of emergencies. Stewards will report to their supervisor immediately upon return. Permission will also be obtained from the supervisor of the employee being contacted. Permission will be granted except in emergencies or periods of unusual workloads.

e. Stewards and the appropriate supervisor will informally discuss items of concern, in the application of policies and this agreement, to avoid misunderstanding and deter formal complaints of either party.

f. The Union recognizes that the transfer of employees is a Management function. However, the Employer agrees that stewards will not be transferred or detailed more than two (2) weeks without the Union being given one (1) week notice, except where the steward initiates the transfer action, this being for the purpose of appointing a new steward.

Section 3. AUTHORIZED OFFICIAL TIME:

a. The Union shall be granted a reasonable amount of official time not to exceed 40 hours, to prepare for mid-contract bargaining at those times mentioned in Article 2 at which the agreement may be opened, and to prepare for impact bargaining on any new regulation, directive or policy, or any change in any regulation, directive or policy which will affect working conditions of employees in the bargaining unit. The Union shall be granted 80 hours of official time to prepare to renegotiate this agreement as mentioned in Article 2. Each request for official time will be coordinated with the Labor Management Relations Specialist prior to commencement. Official time shall be granted except in cases of emergencies or unusual workloads. In the event of multiple submissions for impact bargaining, additional time may be granted at the request of the Union.

b. The Employer will allow the Union President to devote official duty time to the extent needed to administer this agreement and be available for any and all functions that are required of this position.

Section 4. INTERNAL UNION BUSINESS: Internal union business, such as attending Union membership meetings, solicitation of members, and collection of dues will be conducted during the non-duty hours of the employees involved. Upon request, and subject to normal security limitation, the Union shall be granted authority to conduct up to two (2) membership drives of up to thirty (30) days duration each, per year, before and after duty hours and during lunch periods.

Section 5. RESTRAIN: There shall be no restraining, coercion or discrimination against any Union official because of the performance of duties in consonance with this agreement and the Act, or against any Employee for filing a complaint or acting as a witness under this agreement, the Act, or applicable regulations.

Section 6. RECORD KEEPING: The Employer will maintain a record of the amount of official time used by Union officers and stewards in representation

functions such as attending meetings, conferences, handling grievances, appeals, etc., under provisions of this agreement and the Act. The record will contain the following information:

- a. Name
- b. Nature of Business
- c. Destination
- d. Time Out
- e. Time of Return

The Employee representative will verify this information by his signature. Such information should be used in evaluating the reasonableness of the amount of official time used in terms of its impact on Employer operations.

Section 7. UNFAIR LABOR PRACTICES: It is recognized that certain actions on the part of the Employer or the Union may constitute grounds for Unfair Labor Practice charges. When the Employer or Union has been accused of committing an Unfair Labor Practice, the charged party will be informed of the nature of the charge prior to formal submission to FLRA. An effort shall be made to resolve such charges. At such time as the charging party feels no legitimate effort or progress is being made toward resolution, the charging party may make submission to FLRA.

ARTICLE 6A

GRIEVANCE PROCEDURE

Section 1. COMMON GOAL: The Employer and the Union recognize the importance of settling disagreements and disputes promptly, fairly, and in an orderly manner that will maintain the self-respect of the Employee and be consistent with the principles of good management. To accomplish this, every effort will be made to settle grievances expeditiously and at the lowest level of supervision.

Section 2. SCOPE:

- a. This negotiated procedure shall be followed in the settlement of any grievance:

(1) By any employee concerning any matter relating to the employment of the employee

(2) By any labor organization concerning any matter relating to the employment of any employee or

(3) By any employee, labor organization, or agency concerning:

(a) The effect or interpretation, or a claim of breach, of a collective bargaining agreement or

(b) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

Section 3. APPLICATION: A grievance may be undertaken by the Union, an employee or group of employees. An officer of the Union, an appointed steward or a representative approved in writing by the Union may represent employees in such grievances, however, any employee or group of employees may personally present a grievance and have it adjusted without representation by the Union, provided that the Union will be a party to all the discussions and the grievance process. In exercising their rights to present a grievance, employee representatives will be unimpeded and free from restraint, coercion, discrimination or reprisal.

Section 4. PROCEDURE: The following procedures are established for the resolution of grievances. Time limits in the grievance procedures may be extended by mutual agreement.

a. INFORMAL GRIEVANCES:

(1) Step 1. The informal grievance shall first be taken up by the grievant (and representative or steward, if the grievant elects) with immediate supervisor or the lowest level management official with authority to render a decision. The informal grievance must be initiated within ten (10) workdays of the incident that gave rise to the grievance. A delay will be granted if adequate documentation can be furnished to establish the date the grievant first became aware of the incident. A decision will be rendered orally or in writing within five (5) workdays after receipt of the grievance by the appropriate supervisor. Every effort will be made to ensure that the decision is clearly communicated and understood. Failure of the

supervisor to answer within the above time limit shall allow the grievant to proceed to Step 2.

(2) Step 2. If satisfactory settlement is not reached in the first step, the grievance or complaint will be submitted in writing within five (5) workdays of the first decision to the next higher supervisor. The supervisor will give his/her written decision within five (5) workdays. If the decision rendered in Step 2 is not satisfactory to the technician, he shall not be denied the right to appeal to the Adjutant General. Failure of the supervisor to answer within the above time limits shall allow the grievant to proceed with a formal grievance.

b. FORMAL GRIEVANCE: If the grievant is dissatisfied with the decision given on the "informal grievance", the grievance may be initiated as a formal grievance in accordance with the following steps:

(1) Step 1. Within five (5) workdays after receipt of the written decision on the informal grievance, the formal grievance shall be presented by the aggrieved or his/her representative to the Adjutant General. The Grievance shall be submitted on the grievance form (Appendix A) through his/her designated representative and the written decision on the informal grievance if received, shall be attached.

(2) Step 2. Upon receipt of the formal grievance, The Adjutant General, or a representative of the Adjutant General shall, within ten (10) workdays, render a written decision. Failure of The Adjutant General to answer within the above time limit shall allow the Union to proceed to arbitration of the grievance without further delay.

(3) Step 3. If dissatisfied with the decision reached in Step 2, the grievant may request the Union to refer the grievance to arbitration in accordance with the provision of this agreement.

Section 5. PERFORMANCE BASED ACTIONS: In any grievance involving performance appraisals, prior to Step Two (2) of the Formal Grievance, the management will establish a three (3) person panel to review the performance appraisal and make a recommendation to the Adjutant General. The Adjutant General shall, within ten (10) workdays of receiving the recommendation from the panel, render a written decision. If the employee is dissatisfied with the decision rendered by The Adjutant General, the Union may proceed to arbitration.

Section 6. UNION GRIEVANCES: Grievances may be filed by the Union. The provisions of this section are mutually exclusive from the procedures for individual grievances covered elsewhere in this article.

a. Union grievances must be of major concern to the bargaining unit. Grievances shall be initiated, in writing, by the Union and presented to the Adjutant General through his designated representative within twenty (20) workdays after the date the Union learns of the management action considered to be in violation. The Adjutant General will issue his decision within twenty (20) workdays after the date of his receipt of the grievance.

b. If the Union does not accept the decision of the Adjutant General, they may submit the matter to arbitration.

Section 7. EMPLOYER GRIEVANCES: The Union recognizes the Employer's right to grieve. A grievance should be formally submitted, in writing, as soon as possible, but not more than twenty (20) workdays from the date of the aggrieved incident or knowledge of the incident. The Employer may initiate a formal grievance by submitting the matter, in writing, to the President of Chapter 131 of ACT. The Union President, or his/her representative, will attempt to adjust the grievance and will render a decision, in writing, to the Employer within twenty (20) workdays after receipt of the grievance. If the grievance is not settled by this method, the Employer may refer the matter to arbitration. Nothing herein will preclude the parties from attempting to settle such grievances informally.

ARTICLE 6B

ARBITRATION

Section 1. RIGHT TO ARBITRATION: 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 the issue to arbitration must be in writing, signed by the Union President, Acting Union President, The Adjutant General, or a representative of The Adjutant General, submitted within twenty (20) workdays following receipt of the decision by the aggrieved party.

Section 2. SELECTING THE ARBITRATOR: Within five (5) days from the date of receipt of a valid arbitration notice, the parties shall attempt to select an arbitrator. If the parties are unable to agree upon an arbitrator, they shall immediately request the Federal Mediation and Conciliation Service (FMCS) to submit a list of seven (7) 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. In the event that the entire agreement is not available, a verbatim copy of any provision relating to arbitration of the grievance shall accompany the request. The parties shall meet within eight (8) workdays 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 seven (7) and shall repeat this procedure until only one (1) name remains. The remaining name shall be the only and duly selected arbitrator. A coin toss will determine which party strikes first. The grievant may withdraw the grievance at any time prior to the actual convening of a hearing or submission of the case to the arbitrator. Fees associated with the request for a list of arbitrators will be paid 50% by both parties.

Section 3. FEES AND EXPENSES: The arbitrator's fees and expenses shall be paid entirely by the losing party. In the event there is no clear winner or loser, the arbitrator shall decide the percentage paid by each party. The Employer and the Union shall share equally in the expense of any mutually agreed upon services in connection with an arbitration inquiry or hearing.

Section 4. ARBITRATION PROCESS:

a. The process to be utilized by the arbitrator may be one of the following:

(1) A stipulation of facts to the arbitrator can be used when both parties agree to the facts of the issue and a hearing would serve no purpose. In this case, all facts, data, documentation, etc, are jointly submitted to the arbitrator with a request for a decision based upon the facts presented.

(2) An arbitrator inquiry can be used when a formal hearing would serve no purpose. In this case, the arbitrator would make such inquiries as he or she deemed necessary.

(3) A mini-arbitration may be used to expedite the resolution of the grievance. In this case, the arbitrator would make such inquiries as he or she deemed necessary, prepare a brief summary of the facts and render an on-the-spot decision without an opinion.

(4) A submission to arbitration hearing should be used when a formal hearing is necessary to develop and establish the facts relevant to the issue. In this case, a formal hearing is convened and conducted by the arbitrator.

b. The parties may mutually agree on one of the above processes. If the parties cannot agree on the process, the arbitration hearing will be the process used.

c. The hearing or inquiry shall be held on the Employer's premises during the regular day-shift work hours of the standard workweek. Employee participants on shifts other than the regular day-shift will be temporarily placed on the day-shift for the day(s) of the hearing on which they are involved.

d. The two Union representatives, plus any participants whose presence is deemed necessary by the arbitrator, will be excused from duty without loss of pay or charge of leave for the time necessary to participate in the proceedings.

Section 5. TIME LIMIT: The arbitrator will be requested to render a decision and remedy to the Employer and the Union as quickly as possible, but in any event, no later than thirty (30) days after the conclusion of the hearing unless the parties otherwise agree.

Section 6. ARBITRATOR'S AUTHORITY: The arbitrator's decision(s) shall be final and binding and the remedy shall be effected in its entirety, unless exceptions are filed as provided in Section 8 below. The provisions of 709(f), Title 32 of the United States Code, are excluded from binding arbitration.

Section 7. ARBITRATOR'S AUTHORITY IN DISPUTES OVER THE AGREEMENT: The arbitrator shall have the authority to interpret and define the explicit terms of this agreement, agency policy, etc., as necessary to render a decision. The arbitrator shall have no authority to add or modify any terms of this agreement, agency policy or regulations.

Section 8. EXCEPTIONS: Within ten (10) days after receipt of the arbitrator's decision, the parties to the arbitration will notify one another, in writing, of whether

or not they are filing for an exception with the Federal Labor Relations Authority (FLRA) in accordance with Authority procedures. An exception to the arbitrator's decision must be filed within thirty (30) calendar days beginning on the date of service of the award. If no exception is filed, the arbitrator's decision and remedy shall be effected immediately.

ARTICLE 7

DETAILS

Section 1. **TEMPORARY ASSIGNMENT**: A detail is the temporary assignment of a technician to a different position for a specified period. Detailing to positions or work assignments requiring higher or different skills will be based on a valid need and will be consonant with the spirit and intent of applicable regulations, with the Employee returning to his/her regular assignment at the conclusion of the detail.

Section 2. **ROTATION**: The detail procedure will not become a device to afford some Employees an undue opportunity to gain qualifying experience. Details to perform duties of a higher level or in a different line of work shall be rotated between qualified employees to the extent practicable.

Section 3. **DURATION**: All details for over thirty (30) days duration will be reported on Standard form 52 (Request for Personnel Action) or other appropriate forms and maintained as a record in the Official Personnel Folder. This report is not required for the detail of an Employee who is being assigned to perform duties of a position which is either an identical additional position of the same grade, series, and code, or basic duties as the position he or she is regularly assigned to.

Section 4. **DURATION CONTROL**: The Employer is responsible for controlling the duration of details and assuring that the details do not compromise the principles of the merit system or the principles of job evaluation.

Section 5. **MERIT SYSTEM SELECTION**: Details for over 120 days to a higher position will be selected based on the merit system.

Section 6. **TEMPORARY PROMOTION**: If a position is open for more than 30 days without a permanent fill, employees who are otherwise basically qualified for

that position and who are detailed into that position will be given temporary promotion(s), retroactive to the first day of assignment.

ARTICLE 8

HOURS OF WORK

Section 1. The basic workweek is normally five eight-hour shifts, Monday through Friday, unless other work schedules are arranged and agreed to by the Adjutant General, to ensure mission requirements are met. All five weekdays can be covered through the use of split schedules. Management will identify the appropriate work schedule for all personnel. Management agrees to negotiate, as appropriate, Union rights provided in Section 7106 (b) (2) and (3), when requested, concerning changes to the hours of work. Changes to the basic work schedule will be published with as much notice as possible. When changes are initiated to the basic work schedule, the Union President will be given the same notices as the employees prior to the initiation of the change. Only in the event that the agency would be seriously handicapped in carrying out its functions, or that costs would be substantially increased, will notice be less than one (1) week and not later than the beginning of the administrative workweek.

Section 2. The employer agrees that the lunch period will be of sufficient duration to permit eating off base. The non-paid lunch break will normally begin as close as possible to the middle of the work day. The employee will be given a 15-minute paid break for each four (4) hour period worked. When the period of overtime requires a meal break, normally a 30-minute non-paid meal break will be provided to begin not later than two (2) hours after overtime begins.

Section 3. An employee(s) on a temporary duty (TDY) assignment will follow the work schedule used at the temporary work site.

Section 4. **SHIFT AND TOUR WORK:** Unnecessary rotation of employees from shift to shift or tour to tour will not be practiced.

a. If an employee cannot leave his work area due to mission need, the employee will receive a 20-minute paid lunch. This would cause the employee's shift to end 20 minutes earlier than the regular tour of duty. The employee may leave the work area during the non-paid lunch time, but must remain in his work

area during a paid lunch break. These tours of work shall consist of a total of eighty (80) hours over a two (2) week period. The days off will be consecutive.

b. When shift and tour schedule changes are made on short notice management will adjust the schedule of the first day to ensure each employee is given a minimum of 12 hours off between workdays.

c. Management may consider employees' preferences on work schedules, and may consider personal hardship accommodation in assignments.

d. Employees may swap shifts on a permanent or temporary basis if both agree, they are both qualified to perform the duties, and a request is submitted through supervisory channels for favorable consideration and action.

Section 5. **RELIGIOUS OBSERVANCES:** An employee whose personal religious beliefs require that he or she be absent from work during scheduled work periods for religious holidays may be allowed to use compensatory time, appropriate leave, or management may reschedule hours to accommodate the hours required for the absence.

Section 6. **OVERTIME AND COMPENSATORY TIME:** Employees who work with the knowledge of the employer, over their scheduled workdays or workweeks shall be compensated for such work by receiving equal time off. Compensation will be awarded under controlling regulations and/or laws. Overtime will be assigned on a rotational basis to ensure equity, fairness, and equal distribution of work.

Section 7. Federal holidays that fall on non-workdays will be scheduled in accordance with Section 6103 (b) (2) of Title 5, United States Code, and Executive Order 11582.

ARTICLE 9

LEAVE, EXCUSED ABSENCES, AND VACATIONS

Section 1. **ANNUAL LEAVE:** Annual leave shall be earned in accordance with appropriate statutes and regulations. Employees desiring one or more weeks of vacation leave will submit their request to their supervisor by 1 March every year, except for cases where there are less than three (3) employees in the work

section. Employees and supervisors must give consideration to mandatory scheduled inspections, annual examinations, AT and other annually scheduled events. For scheduling of annual leave, when several employees desire the same week, priority will be given as follows:

a. Employees by their Technician Service Computation Date (Date derived from all creditable technician service)

b. Employees who will lose leave because of the maximum accumulation of two hundred, forty (240) hours of annual leave.

c. Supervisors will grant annual leave other than the schedule of annual vacation as indicated above, on the basis of the date of the request and the workload of the activity. No section will, at any time, be rendered inoperable by the granting of annual leave without permission of the Adjutant General.

(1) For deaths in the family or other emergencies, leave will be granted if at all possible.

(2) Approval for annual leave scheduled in advance shall not be withdrawn by the Employer except in cases where Employee's absence would adversely affect mission accomplishment.

Section 2. SICK LEAVE: Every employee shall earn sick leave at the rate of four (4) hours per pay period, or at the rate which is set by regulation or statute. Management may grant sick leave only when the need for sick leave is supported by administratively acceptable evidence. Management may consider an employee's self-certification as to the reason for his or her absence as administratively acceptable evidence, regardless of the duration of the absence. Management may also require a medical certificate or other administratively acceptable evidence as to the reason for an absence for any of the purposes described in 5 CFR § 630.401(a) for an absence in excess of 3 workdays, or for a lesser period when management determines it is necessary.

a. Each Employee must notify his/her first or second level supervisor of impending absence due to illness as soon as possible, but in no case later than one (1) hour after beginning the workday. Failure to report to the supervisor, in person or by telephone, within the proper time frame, may result in the individual being

placed on absent-without-leave or annual leave status for the period of absence prior to notification.

b. When the technician's sick leave has been exhausted due to prolonged illness or disabling injury, the Employer may advance sick leave not to exceed 30 days, upon request by the technician provided the technician is qualified for such advance in accordance with applicable regulations.

c. Use of Sick Leave for Family Care or Bereavement Purposes.

(1) Technicians may use a total of up 104 hours leave each leave year (or, in the case of a temporary technician, the number of hours of sick leave normally accrued during a leave year) to --

(a) provide care for a family member as a result of physical or mental illness; injury; pregnancy; childbirth; or medical, dental, or optical examination or treatment; or

(b) make arrangements necessitated by the death of a family member or attend the funeral of a family member.

(2) The law defines family members as 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.

(3) The use of sick leave will be In Accordance With (IAW) the current and applicable terms or provisions of 5 CFR § 630.401.

Section 3. MATERNITY AND PATERNITY LEAVE:

a. Employees who are pregnant will be allowed to work as long as they and their physician feel it is wise and they are able to perform the duties of their position prior to delivery of the child. Maternity leave in the form of sick leave, annual leave, and/or leave without pay will be granted during delivery, confinement and for a period determined by attending physician while incapacitated for maternity reasons. The employee shall be returned to her position or a like position at the end of authorized maternity leave.

b. Employees may be granted annual leave or leave without pay in order to care for newborn children, the child's mother, other minor children, and the placement of

a child with the employee for adoption or foster care and adjustment time required in accordance with the Family and Medical Leave Act (FMLA).

Section 4. The Employer will provide leave without pay in accordance with the Family and Medical Leave Act (FMLA), including but not limited to the care of the employee's spouse, son, daughter, or parent with a serious health condition, or the serious health condition of the employee that makes the employee unable to perform the essential function of his/her position.

Section 5. EXCUSED ABSENCE LEAVE: Employees shall be granted excused absence for voting in National, State, and Municipal elections in accordance with the established policy of the Federal Government. The rules for granting excused absence for this purpose are outlined in applicable directives of the Federal Government. Other examples for which excused absence may be granted are:

- a. To attend conferences or conventions whenever it is determined by the Adjutant General that such attendance will serve the public interest.
- b. Whenever an Employee is required to take an examination in technician status as a condition for continued employment, he or she will be excused for the time required for such examination.
- c. For time required to vote where the polls are not open at least three (3) hours before or after regularly scheduled duty hours. For employees who vote in jurisdictions which require registration in person, time off to register will be granted on substantially the same basis. An employee may be excused up to a full day under unusual circumstances where the commuting distance, as determined by the supervisor to places of registration is considerable and registration is required in person.
- d. For up to four (4) hours in any one day to participate as active pall bearers or as a member of firing squads for Military funerals.
- e. Administrative leave shall be granted when the activity shuts down due to circumstances beyond the Agency's control for a portion of the workday.
- f. The Employer may grant administrative (excused) leave in accordance with applicable laws, rules, and regulations to employees in emergency situations when normal operations of the base are interrupted by events beyond the control of the

Employer or Employee. This includes climatic conditions such as floods, severe storms, snow, and ice.

Section 6. LAW ENFORCEMENT LEAVE: When an Employee has been ordered to active duty under military orders of the Governor of the State for participation in rescue or protection work in connection with floods, fires, and other acts of God, absences for not more than twenty-two (22) workdays per calendar year may be granted.

Section 7. LEAVE WITHOUT PAY: The authorization of leave without pay is a matter of management discretion. Employees, with a few exceptions, cannot demand that they be granted leave without pay as a matter of right. Employees who do not have leave to their credit may be granted leave without pay upon request. Employees may also be granted leave without pay upon request if they have leave, other than military to their credit but for some reason choose not to take it. The possibility of granting advance sick leave up to thirty (30) days or advanced annual leave in lieu of leave without pay will be examined in each individual case where appropriate under current regulations. Leave without pay may be granted, upon request, to technicians needing medical treatment. National Guard technicians will, upon request, be granted leave without pay for military training duties if military leave has been exhausted. Leave without pay may also be granted on an extended basis when determined to be mutually beneficial to the Employer and Employee for educational purposes, while awaiting action on a retirement or OWCP claim, or while serving as an officer or representative of ACT Chapter 131.

Section 8. COURT LEAVE: The Employer and the Union recognize that any employee called for jury duty or as a witness on behalf of the Federal, State, or local government will be on official duty, court leave, or administrative leave in accordance with applicable regulations. When serving in a non-official capacity on behalf of a private party, the Employee's absence must be charged to annual leave or leave without pay, and he/she may accept fees and expenses incidental thereto. In every instance the Employer will allow the Employee to fulfill the citizenship duties of jury duty unless circumstances prohibit it.

Section 9. TARDINESS AND BRIEF ABSENCES: Brief absences from duty of less than an hour and tardiness may be excused when the reasons are justifiable to the supervisor. When not justifiable, the absence must be made up or charged to an appropriate leave account; in addition, the absence may become the basis for disciplinary action. This amount may increase where inclement weather and other

disasters cause numbers of employees to be unable to reach work on time. The Employer and the Union recognize the difficulty of maintaining uniform standards, therefore, each case shall be considered on its own merits.

Section 10. BLOOD DONOR PROGRAM: The Employer and the Union agree that both have a vested interest in the blood donor program and support employee participation in the program. It is recognized that such participation will require periodic absences from the assigned work areas. These absences should in no way affect mission accomplishment. Each functional supervisor is expected to monitor scheduling of blood donors in his own area. Though every effort should be made to support the blood donor program, the accomplishment of the mission is the uppermost priority. All employees will be given a reasonable time to participate if they so desire. In this regard, supervisors may grant up to two (2) hours without charge to leave, for the purpose of donating blood. Supervisors may grant up to four (4) hours leave for phoresis donors. Supervisors may, due to excessive workload or other emergency situation, require employees to reschedule donations. Should a blood center or hospital have need of whole blood on an emergency basis, donation time will be coordinated by the supervisor, technician, and blood center or hospital personnel.

Section 11. FAILURE TO RETURN: Any Employee who, without cause, at the expiration of any approved leave status, fails to report at the proper time without making prior contact with his supervisor or other responsible management official, will be subject to disciplinary action.

ARTICLE 10

FACILITIES AND SERVICES

Section 1. The Union may use the Employer's internal mail distribution system.

Section 2.

a. The Employer will make a reasonable amount of space (not less than eight square feet) available on appropriate bulletin boards where notices to employees are customarily posted for posting the Union's notices of meetings, recreational or social affairs, elections, results of elections or other appropriate literature. The Union, in posting material on designated bulletin boards, agrees that it is fully and solely responsible for the content of the material in terms of accuracy and adherence to ethical standards, and that it does not violate any laws, or the security of the Employer. The Union further agrees that it is responsible for the neat and orderly maintenance of this allocated space, including removal of obsolete material.

b. The following statement may be posted by the Union on appropriate bulletin boards:

"A portion of this bulletin board is furnished for the convenience of the Union. The Union is solely responsible for the material posted. No material may be removed from the Union portion of this bulletin board except by a Union official."

Section 3. Upon reasonable advance request, the Union and employees shall be granted access to all FPM, OPM, DoD, and National Guard Regulations and Manuals, and any other agency or activity regulations as may be maintained by the Employer.

Section 4.

a. Upon request by the Union, the Employer agrees to furnish to the Union, for its internal use only, a list which will contain the name, grade and position title of all employees in the bargaining unit. The list will be provided at least on a quarterly basis.

b. The Employer shall furnish the Union, on a monthly basis, the following information regarding all new employees who are members of the bargaining unit:

- (1) Full name
- (2) Position title and grade
- (3) Organizational assignment
- (4) Date of entrance on duty

Section 5. The Employer agrees to provide the Union use of available office space and equipment within our limited resources. A four-drawer, lockable file cabinet will be provided to ensure union documents and references are secure.

Section 6. The Employer will allow Union officers and stewards to use Employer's telephones in the performance of functions related to the administration of this contract. Employees will be allowed use of the phones upon reasonable request for the purpose of seeking Union representation in regards to the contract.

Section 7. The Employer will be responsible for providing 12 copies of this agreement at its expense. It will be posted to the 188th FW intranet. It is further understood that proof copies of the agreement will be reviewed and approved by the Employer and Union prior to final printing. The Union will be provided 12 courtesy copies. The Union and the Employer will agree on the cover of the agreement. The front cover will contain the effective date of the agreement.

a. The Employer will, immediately upon the approval of the agreement by the Agency, initiate action to publish the agreement. Distribution will be made to supervisors immediately upon publication. The Employer will publicize the availability of the agreement when distribution is made. Employees will be provided one copy each of the agreement by their supervisors, or the civilian personnel office, immediately upon receipt of same.

b. New employees hired into the bargaining unit will be notified of ACT Chapter 131 as having exclusive recognition status and be given a copy of this agreement at the employee's orientation.

Section 8. Space availability and budget considerations permitting, the Employer shall ensure that adequate eating facilities are available to employees.

Section 9. Space availability and budget considerations permitting, the Employer will provide adequate dressing room facilities for employees required to change into safety clothes.

Section 10. The Union will be provided access to the internal paging system of the Employer to announce Union meetings and special events. These will be announced during non-duty time such as before and after working hours, breaks, and at lunch.

Section 11. The Union will be allowed to use the Employer's reproduction equipment during non-duty hours. The Union will provide the paper and/or other supplies.

ARTICLE 11

SAFETY AND HEALTH

Section 1. The Employer will provide safe and sanitary working conditions and equipment in consonance with standards promulgated under the Occupational Safety and Health Act of 1970 (OSHA).

Section 2. Employees are expected to be alert to unsafe practices, equipment, and conditions in all areas which represent safety or health hazards, and will report them to their supervisors for the purpose of making such conditions or procedures safe, and will be responsible for reporting accidents in which they are involved or which they witness.

Section 3. The Union agrees to support the safety program through encouragement to all employees to conscientiously abide by established safety rules, regulations, directives, etc; to report job-connected injuries or illnesses to their supervisor immediately, and to complete all forms required by applicable regulation.

Section 4. The Employer agrees to assure prompt response to employee reports of unsafe or unhealthy working conditions. Any employee or Union representative who believes that an unsafe or unhealthy working condition exists in any workplace where such employee is employed, is encouraged to report the unsafe condition to

his supervisor and shall have the right to make a report of the unsafe or unhealthy working condition to the Safety Officer.

Section 5. EMPLOYEE INJURIES AND ILLNESSES:

a. Employees shall immediately, or as soon as practicable, report to their supervisor all injuries and occupational illnesses which occur on or as a result of the job. Employees shall be released to be treated for emergencies to the nearest medical facility, or referred, at the employee's request, to an alternative medical facility. The supervisor shall provide the employee with Forms CA-1 and CA-16 for traumatic injuries, or Form CA-2 for occupational diseases.

b. The Employer agrees to assist the employee in filing the appropriate forms and documentation regarding the illness or injury with the Office of Workers Compensation Programs (OWCP). Such assistance will include an explanation of the benefits and options available under the Federal Employees Compensation Act, and submission of such forms to the HRO.

c. When an employee has been returned to work by the Employer's medical authority for a temporary period of light duty, the Employer agrees to assign the type of work to the employee that will not aggravate his/her illness or injury when such work is available and which he/she is qualified to perform.

d. In the event of a work related injury during the employee's duty hours, work lost by the employee on the day or shift on which the injury occurred will be excused without charge to leave (in accordance with appropriate regulations). If the injury incapacitates the employee for work beyond the day the injury occurred, then the employee will be advised of and assisted with the provisions of the Federal Employees Compensation Act regarding use of leave or continuation of pay by the Employer.

Section 6. Safety equipment and protective devices and clothing will be provided to employees as needed and prescribed by applicable directives and regulations.

Section 7. Safety inspections will be conducted by the Employer as required to maintain a safe and healthful work place. These inspections will be in accordance with applicable regulations and the Union will be provided a copy of the inspection report.

Section 8. The Employer agrees to ensure prompt abatement of unsafe or unhealthy working conditions. Once it has been determined that an unsafe or unhealthy working condition exists, a notice will be posted in accordance with 29 CFR 1960. In consonance with Chapter XVII, Title 29, Department of Labor Rules and Regulations, the Employer shall post and keep posted a notice or notices informing employees of the protections and obligations provided for in the OSHA.

Section 9. When an employee, during the course of performance of official duties, believes he/she is exposed to a health or safety hazard which presents an imminent danger which may cause death or serious physical harm, the employee shall immediately notify the nearest available supervisor. The employee has the right to decline to perform his/her assigned task if he/she has a reasonable belief that under the circumstances the task poses an imminent risk of death or serious bodily harm coupled with a reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures. A qualified representative of the employer shall make an evaluation of the situation and, after discussing with appropriate safety personnel, make a decision as to whether work may proceed. If the employee disagrees with the determination the employee may grieve the decision under the negotiated grievance procedure. If it is determined that an imminent danger exists, the employee will not be obligated to return to the assignment until the imminent danger is removed.

Section 10. It is understood that no employee shall be required to perform work in an area that is determined to be unsafe or unhealthy unless such unsafe or unhealthy condition can be alleviated through the use of appropriate safety equipment. Premium and differential pay shall be paid in accordance with applicable law and regulations.

Section 11. No employee shall be subject to restraint, coercion, discrimination, or reprisal because of filing any complaint regarding health or safety.

Section 12.

a. The Employer and the Union will cooperate in the continuing effort to eliminate accidents and health hazards. To this end, there shall be established an OSHA Council.

b. The Employer will allow the Union to designate two (2) members to serve on the Council. The names of the Council members will be posted so all employees can see.

c. The Council shall meet at least quarterly, or at such other times as the Employer may direct, or it becomes necessary.

Section 13. In consonance with Chapter XVII, Title 29, of the Department of Labor Rules and Regulations, the Employer will keep on-the-job accident and illness reports and maintain these records on site. A copy of all such reports will be provided to the Union within 24 hours.

Section 14. Adequate foul weather clothing deemed necessary will be provided for employees required to work outside in inclement weather during emergency and non-emergency conditions.

Section 15. The Employer agrees to use every reasonable effort to ensure the supply and maintenance, on a regular basis of an adequate number of fire extinguishers in all sections.

Section 16. Where employees are required to work continually in adverse environmental conditions or other extreme weather conditions, the employees may be provided shelter in a heated or cooled environment, as the case may be, at reasonable times as necessary.

Section 17. The Employer will, to the extent feasible, eliminate identified safety and health hazards. Whenever risk conditions have been identified and cannot be readily abated, the Employer shall inform the Union of the condition and the Employer shall arrange a time table of abatement, including a schedule of interim steps to protect employees. Arrangements shall include employee notifications, warnings, and information to employees affected by the hazardous conditions.

Section 18. Common sense dictates that an employee faced with imminent danger to his/her safety can and should take appropriate action to protect life and limb.

ARTICLE 12

REDUCTION-IN-FORCE

Section 1. **GENERAL**: When it has been determined that a reduction-in-force or downgrade is imminent and unavoidable, the Employer agrees to promptly notify the Union of any plans or requirements which will affect bargaining unit employees. Upon written request from the Union, the Employer agrees to furnish the following information:

- a. Position to be eliminated or downgraded.
- b. Employees whose positions are eliminated or downgraded.
- c. Proposed disposition of affected employees.

Section 2. **SCOPE**: The Employer and the Union will meet to negotiate as appropriate any reduction-in-force or downgrade on the bargaining unit employees.

Section 3. **EMPLOYEES NOTIFICATION**: The Employer agrees to furnish affected technicians with proposed change in assigned position at the earliest practicable date. If a meeting is scheduled to discuss the impact of the reduction-in-force or downgrade with affected technicians, a Union representative will be given the opportunity to be present.

Section 4. **RE-EMPLOYMENT PRIORITY**: Tenure Group I and II employees in the competitive and excepted service, who are separated because of a reduction-in-force, will be placed on the Re-employment Priority List and will be considered for re-employment prior to consideration of other applicants.

Section 5. **MINIMIZING IMPACT OF RIF**: The Employer agrees to consider reasonable actions to avoid or minimize a reduction-in-force. Such considerations may include instituting a hiring freeze, restricting promotions, or taking any other appropriate actions authorized by applicable regulations. Management may consider filling existing vacancies to retain qualified employees who would otherwise be separated.

Section 6. DEMOTION: Any employee demoted due to a reduction-in-force or downgrade is entitled to special consideration for re-promotion in the agency in which he/she was demoted when a vacancy occurs in his/her former grade (or any intervening grade) for which he/she is qualified.

ARTICLE 13

WAGE SURVEYS

The Employer will provide the Union with all information received from lead agencies regarding wage surveys in this area.

ARTICLE 14

UNION MANAGEMENT COOPERATION

Section 1. EQUAL EMPLOYMENT OPPORTUNITY:

The Employer and the Union will cooperate to provide equal opportunities in employment for all persons; to prohibit discrimination because of race, color, religion, sex, or national origin, and to promote the full realization of equal employment opportunity.

Section 2. CHARITY DRIVES:

The Employer and Union will actively support authorized charity drives conducted on this base. Employees selected to serve in key assignments in these drives will be authorized official time to fulfill their duties in this regard.

Section 3. FILLING VACANCIES:

In filling bargaining unit technician vacancies at the 188th Fighter Wing, Arkansas Air National Guard, the first area of consideration will be on-board 188th Fighter Wing ANG technicians with provisions for automatic extension.

ARTICLE 15

PERFORMANCE APPRAISAL SYSTEM

15.1 GENERAL: The performance appraisal program is a continuing process by which the technician is kept informed on how their performance compares against the established critical job elements. All technicians will be rated with the HRO Form 430 using the three tiered system of unacceptable, fully acceptable, and exceeds fully acceptable. Ratings of unacceptable and exceeds fully acceptable will require justification to support such ratings. Required performance will be discussed by the appropriate management official at the beginning of the new appraisal period. The annual appraisal period will be from 1 August through 31 July each year. Critical elements will be identified on the technician's official position description. A management official will provide the technician an opportunity to discuss and provide input to the expected performance standards and the identification of the critical elements. Upon completion of the discussion, the standards will be initialed or signed as required by the technician and the supervisor. The technician's signature indicates only that he/she has discussed the required performance and critical elements with the supervisor and may not constitute agreement. Performance management will be conducted IAW the current and applicable terms and provisions of 5 CFR Section 430, TPR 430, and Arkansas National Guard Supplement to TPR 430.

NOTE: The number of performance rating levels has not been negotiated but is provided for the understanding of bargaining unit members.

15.2 ASSIGNMENT OF DUTIES: Assignment of duties is a right guaranteed under the Statute. Should disagreement arise the appropriate management official's decision is final.

15.3 CRITICAL ELEMENTS: The technician will be provided a new position description with critical elements identified any time changes are initiated.

15.4 PERFORMANCE REVIEWS: Periodic review of performance during the appraisal year will be conducted and discussed with the technician. In the event performance is at an unacceptable level, the technician will be given adequate opportunity to improve his/her performance and the supervisor will make a sincere effort to assist the technician in improving performance. When the supervisor

determines that a technician is performing at an unacceptable level, the technician will be notified in writing of such unacceptable performance, what action must be taken to improve performance to a fully acceptable level, and what assistance will be provided by the appropriate supervisor to help him/her improve performance. The supervisor will consult with the HRO and implement a formal Performance Improvement Plan (PIP) for the Technician. The PIP must specify the deficiencies, outline the methods to become fully acceptable, and establish a reasonable time (normally 30 days) for improvement. If the technician's performance in any critical element continues to be unacceptable despite efforts by the supervisor or manager to improve performance, the technician and his/her representative will be advised that the technician must be reassigned, reduced in grade (demoted), or removed from employment.

15.5 APPEALS: A technician is entitled to submit a written request to his/her supervisor to change an unacceptable performance appraisal. The supervisor will advise the technician in writing whether the unacceptable performance appraisal is sustained or will be changed. The technician may also appeal the unacceptable performance rating. Such actions must be taken by the technician or his/her representative within thirty (30) days after receipt of the written notice of action to be taken.

15.6 REDUCTION IN GRADE/REMOVAL: If a determination is made to reduce in grade or remove from employment following the formal PIP, a technician will receive a thirty (30) day advance written notice of the action to be taken (reduction in grade or removal) which identifies the critical job element(s) and documented instances of unacceptable performance on which the action is based. This written notice must be concurred on by an official who is in a higher level position than the immediate supervisor. This is not a proposed notice, but it is to be considered as a final notice of the action to be taken.

ARTICLE 16

TEMPORARY DUTY (TDY)

Section 1. The use of government quarters during temporary assignments to military bases, etc., that are owned and operated by the United States of America may be required under certain conditions. Use of these quarters by bargaining unit employees is not mandatory, but could result in the forfeiture of the lodging portion of the per diem allowance if the quarters are available and appropriate. The

foregoing shall be administered in accordance with appropriate law, rule or regulation (i.e., JTRs).

Section 2. Available and adequate government quarters are defined as those that provide the following:

- a. Meet the adequacy definition of the JTRs.
- b. Can be arranged by management to provide quarters for the employees in a timely manner.
- c. Are clean and sanitary.
- d. Are within walking distance of some form of transportation to eating facilities or transportation is provided by the agency

Section 3. The Employer will determine prior to sending employees on TDY that government facilities are available and will be available upon arrival for the duration of the TDY. The Employer will advise the employees if the facility is not available and will provide proper advance travel and per diem expense so the employee can obtain non-government housing. Where appropriate, the Employer will advise the availability of non-government housing in the area and will make reservations, if requested by the employee.

Section 4. No employee will be required to consume rations or eat in the mess hall except for banquet type situations. When POV's are authorized, in and around mileage will be paid in accordance with the JTRs.

Section 5. Personnel selection for all deployments will be on a rotational basis to all qualified individuals involved. Management will decide who is qualified.

- a. The rotation will begin by seniority (service comp date). The employee has the option, when asked, to either accept or reject the deployment. In either case, the employee's name is then placed at the bottom of the deployment rotation list.

- b. In the event there are not enough voluntary employees for a deployment, individuals will be obtained off the rotational deployment list in their

respected sequence. The individual selected in this manner may only be bypassed if there is an extreme hardship imposed on the individual.

c. In the event a deployment requires special qualification that the employee selected does not have, the employee may be passed over but will not lose his/her place on the deployment rotation list.

ARTICLE 17

OVERTIME

Section 1. The assignment of overtime work is a function of management, and management officials are required to keep overtime work to a minimum, consistent with the accomplishment of the Employer's mission. Therefore supervisors are expected to assign overtime work in such a way as to accomplish it as efficiently and expeditiously as practicable.

Section 2. First consideration for overtime shall be given to those employees who are currently assigned to the job. Second consideration will be given to those qualified employees normally performing the job in the area or functions where the overtime work is required. Employees must be selected for overtime work on a fair and equitable basis, consistent with the job and skill requirements.

Section 3. To the extent possible, overtime will be assigned by section. Overtime requirements for individuals will be assigned on a rotating roster to ensure the distribution is fair and equitable to all. Overtime requirements will also be rotated among the section to the extent possible, while ensuring mission accomplishment.

Section 4. An employee will be released from an overtime assignment provided his/her reasons, as determined by the supervisor, are valid and another qualified employee familiar with the work is available for overtime. A written denial is required when a supervisor denies an employee the above request. Employees needed for overtime work will be given as much notice as possible.

Section 5. Appropriate reasons to not work overtime include: impairment of health, efficiency, personal hardship, on scheduled vacation, or other justifiable reasons.

Section 6. Employees will only be required to perform authorized overtime work and will be compensated in accordance with applicable Federal laws.

Section 7. Employees who are classified non-exempt under the Fair Labor Standards Act may not perform work outside normal working hours unless specifically ordered or authorized by the Employer to do so. If the Employer suffers and permits these employees to work, they must be granted compensation in accordance with the law.

Section 8.

a. To the maximum extent practicable, the Employer shall schedule the time to be spent by an employee in travel status, away from his/her duty station, within the regularly scheduled workweek of the employee.

b. When it is not administratively possible for management to schedule the travel during normal work hours and it is required that travel be performed during non-duty hours, an employee will be compensated for any overtime in accordance with applicable regulation and law.

Section 9. Overtime will be compensated in 15 minute increments. If an employee works eight or more minutes in a quarter hour, that employee will be compensated for 15 minutes of overtime. If an employee works seven minutes or less, the employee will not be compensated. This is not to be interpreted that the employer may work employees on a regular basis for seven minutes or less without compensation.

Section 10. Employees called back in to work outside of their basic schedule will be granted a minimum of two (2) hours overtime.

Section 11. The Employer agrees to give proper notice and to negotiate, as appropriate, over any proposed use of electronic devices or any other communication equipment to contact employees.

ARTICLE 18

EQUAL EMPLOYMENT OPPORTUNITY

Section 1. **POLICY**: Management shall not in any way discriminate against an individual regarding employment or conditions of employment because of race, color, creed, religion, sex, national origin, age, marital status, or mental or physical handicap.

Section 2. **MUTUAL COOPERATION**: The Union and the Employer agree to discussion with each other regarding problems of discrimination and resolve to find mutually effective and lasting remedies to bona fide cases of discrimination.

Section 3. **PROGRAM RECOMMENDATIONS**: Evaluation of and recommendations for improvements in the EEO and Upward Mobility Programs are appropriate topics for discussion between the Union and the Employer.

Section 4. **TRAINING**: Nomination and selection of employees to participate in training and career development programs and courses or in Labor-Management relations seminars shall be made without discrimination and in consonance with Section 1 above.

Section 5. **PROMOTION**: Promotion nominations and selections shall be made in accordance with Section 1 above and without regard to personal favoritism or Employee organization membership.

Section 6. **DISCIPLINARY ACTIONS**: Anyone engaging in discriminatory practices against employees of this activity shall be subject to prompt disciplinary action. When supervisors or managers become aware of potential discrimination or sexual harassment situations they have the right to conduct a preliminary investigation into the matter to determine if disciplinary or adverse action is necessary. The supervisor's right to conduct the preliminary investigation does not halt or prevent an EEO Counselor from conducting an inquiry into the same matter.

Section 7. **ACCOMPANIMENT BY REPRESENTATIVE**: An employee discussing a problem of alleged discrimination with an EEO Counselor or at any step of the EEO complaint procedure has the right to be accompanied by a

representative of his/her choice if he or she so desires. This process will be on official time for the employee and the representative.

ARTICLE 19

SEXUAL HARASSMENT

Section 1. Sexual harassment is a particular type of sex discrimination which undermines the integrity of the employment relationship. All employees must be allowed to work in an environment free from unsolicited and unwelcome sexual overtures.

Section 2. Sexual harassment is defined as:

- a. Influencing, offering to influence, or threatening the career, pay, or job of another person, woman or man, in exchange for sexual favors, or
- b. Deliberate or repeated offensive or unwanted comments, gestures, or physical contact of a sexual nature in a work or work related environment that has the effect of making a person feel uncomfortable, humiliated, embarrassed, or unsafe.

Section 3. Employees who are sexually harassed by supervisors, superiors, coworkers, or peers, should make it clear that such behavior is offensive and report the harassment to the appropriate level. It is the responsibility of the supervisor/manager to examine the matter and take necessary action.

Section 4. An employee may grieve an incident of sexual harassment or file a complaint of discrimination.

ARTICLE 20

DISCIPLINARY AND ADVERSE ACTIONS

Section 1. **GENERAL:**

- a. A disciplinary action is action taken against an employee, which results in an oral admonishment or a letter of reprimand. Adverse action is any action taken against an employee that results in a one (1) or more day suspension, change to a

lower grade, or termination. Any action taken will be IAW the current and applicable terms and provisions of TPR 752, "Discipline and Adverse Action."

b. Documentation of disciplinary action, other than adverse action, may be retained in the Official Personnel Folder for a period of time of not more than one (1) year for minor offenses or two (2) years for major offenses.

Section 2. PRELIMINARY INVESTIGATION:

a. Prior to taking disciplinary action or proposing adverse actions, the appropriate Management official shall undertake preliminary investigations and discussions with the employee and, if requested, his/her representative. If the employee desires such representation, it shall be granted before further action occurs. Disciplinary action will be initiated, if at all, as soon as practicable after the incident in question, or after management knows of the incident.

b. An employee will be given at least thirty (30) days advance written notice of the disciplinary adverse action. The supervisor's investigation shall be completed prior to issuing the written notice.

c. The Employer shall provide the Union with a copy of all proposed disciplinary actions against any Employee when requested by the Employee.

Section 3. NOTICE: The notice of proposed disciplinary 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 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 representative of his choice
- 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 receive copies of and review the material relied upon to support the reasons in the notice, to secure affidavits or other written statements, and to prepare an answer to the notice.

Section 4. EMPLOYEE'S ANSWER: The Employee will have ten (10) days from receipt of the proposal to transmit a reply to the deciding official. This period may be extended by the deciding official upon written request of the Employee for just cause. Every effort shall be made to approve reasonable requests for extension.

Section 5. ACTION BY THE DECIDING OFFICIAL:

a. The deciding official is the individual who makes the original decision to issue or dismiss a disciplinary adverse action. The deciding official shall be at a higher level in the activity than the proposing official. Though the original decision reached by the deciding official is not grievable, the procedures resulting in the decision are.

b. After investigating the incident and carefully considering the evidence, the employee's response, and any mitigating factors, the deciding official shall:

- (1) Withdraw the proposed action
- (2) Institute a lesser action to include lateral reassignment
- (3) Institute the proposed action

c. In any disciplinary action resulting in removal, suspension without pay, or change to a lower grade, every effort shall be made to expedite hearing or appeal rights.

Section 6. NON-DISCIPLINARY ADVERSE ACTION: The Employer and Union agree that no non-disciplinary adverse action will be taken against any Employee in an arbitrary or capricious manner. For further explanation, refer to TPR 715.

ARTICLE 21

ACTIONS BASED ON UNACCEPTABLE PERFORMANCE

Section 1. The Employer may reduce in grade or remove an employee for unacceptable performance in accordance with applicable law or regulations and the following.

Section 2. Prior to initiating an action under this Article, the following actions are required in writing.

- a. Specific instances of unacceptable performance by the technician on which the proposed action is based.
- b. Of the critical element(s) of the technician's position involved in each instance of unacceptable performance.
- c. A specific period of time to bring performance to a satisfactory level (not less than 30 days in accordance with Article 15, para 15.4).
- d. How the supervisor will assist the technician in that effort.
- e. What the technician must do to bring performance to a satisfactory level.

Section 3. An employee whose reduction in grade or removal is proposed is entitled to:

- a. Representation by a representative of his/her choice
- b. A minimum thirty (30) day advance written notice of the action to be taken which identifies the critical job element(s) and instances of continuing unacceptable performance on which the action is based. This advance written notice must be concurred in by an official who is in a higher position than the immediate supervisor. This is not a proposed notice, but is to be considered as a final notice of the action to be taken.
- c. An opportunity to answer orally or in writing to the supervisor. At the discretion of the Adjutant General, the effective date of separation or a reduction in grade will be extended awaiting final decision of appeal. Such action must

be taken by the technician within thirty (30) days after receipt of the written notice described above.

d. If a technician submits a request to his/her supervisor to change an unacceptable performance appraisal, the supervisor will advise the technician in writing whether the unacceptable performance appraisal is sustained or will be changed.

Section 4. UNACCEPTABLE PERFORMANCE BASED ON ALCOHOL ABUSE

a. Management may consider postponing actions to reduce in grade or remove employees for unacceptable performance resulting from alcohol abuse if the employee seeks aid through the Employee Assistance Program (EAP) and is satisfactorily progressing in an approved rehabilitation program.

b. Management may consider cancelling an action if performance improves and the problem does not recur. The decision belongs to management.

ARTICLE 22

EMPLOYEE ASSISTANCE PROGRAM

Section 1. The Employer agrees to institute a program to encourage and assist employees who have an alcohol, drug abuse, or emotional problem to seek help.

Section 2.

a. The employer recognizes that alcohol and drug abuse or emotional problems are preventable and treatable conditions and that all levels of management have a continuing responsibility to provide support to the program.

b. For individuals with drinking, drug, or emotional problems, management may consider the use of non-disciplinary procedures, such as counseling and an offer of referral to rehabilitation services.

c. Employees will be afforded the opportunity to receive counseling and information regarding rehabilitation services on an entirely voluntary basis.

d. Sick leave may be authorized for the purpose of treatment and rehabilitation of employees who ask for help under this program.

e. Employees acknowledging an alcohol, drug abuse or emotional problem will be extended maximum assistance toward rehabilitation. However, if an employee is unable to raise his or her conduct or performance to an acceptable level, appropriate action to discipline or remove the Employee will be taken by the Employer.

f. In cases where an employee has been suspended indefinitely for job-related problems that have their basis in alcohol, drug abuse, or emotional problems, assistance under this program shall be provided by the Employee Assistance Coordinator if requested by the suspended employee. A Union representative may be present at discussions with the Employee Assistance Coordinator if requested by the Employee.

Section 3. CONFIDENTIALITY: The Employer will not reveal the names of persons voluntarily seeking assistance without the Employee's written consent.

ARTICLE 23

CONTRACTING OUT WORK

Section 1. The Employer will notify the Union as soon as it decides to contract out work which could cause a RIF or downgrade of unit technicians. This notification shall occur before the contract is let. The Union will be afforded the opportunity to negotiate, as appropriate, under the Statute.

Section 2. The Employer agrees to negotiate with the Union on procedures Employer will observe in leading to its decision to contract out work to the extent they do not interfere with Management's rights under the Statute. The Employer also agrees to negotiate appropriate arrangements, consistent with applicable law, regulations, and Statute, for employees adversely affected by the impact of any determination by the Employer to contract out work.

ARTICLE 24

OUTPLACEMENT

Section 1. REORGANIZATION OR RIF'S: The Employer agrees that in the event of a reduction-in-force or a reorganization, an outplacement program will be implemented. The primary aim of this program will be to find a position in the National Guard or other Federal Service for each affected employee commensurate with that employee's skills, experience, and career goals. Finding a non-Federal sector position meeting these requirements will be a secondary aim of the program. Defense Outplacement Referral System (DORS) will be used for non-federal opportunities.

Section 2. PERSONNEL FILES: The Union will encourage each employee to see that his/her personnel file and application are up-to-date as soon as the RIF or reorganization is announced. Both the personnel file and applications will be used to match employees with vacancies.

Section 3. LABOR-MANAGEMENT OUTPLACEMENT WORK GROUP: A work group will be established to assist the HRO in the operation of the outplacement program.

Section 4. ELIGIBILITY: An employee affected by a RIF or reorganization will remain eligible for participation in the outplacement program until he/she:

- a. Voluntarily separates or retires from Federal service
- b. Accepts a valid offer made under the program or
- c. Rejects a valid offer made under the program
- d. A valid offer is a position at the same pay and/or grade as the position of record. No application for any position shall be made on an employee's behalf without his/her written consent. A valid offer must be within commuting distance of the employee's residence. Declination of an offer in another geographic location will not constitute removal from the Outplacement Program.

ARTICLE 25

CLOTHING AND UNIFORMS

Section 1. Employer will provide safety boots purchased through base supply for all employees required to wear safety boots.

Section 2. Management agrees to furnish three (3) sets of coveralls to Employees authorized their use. Coveralls will not be worn off base.

Section 3. All provided uniforms will be replaced on an exchange basis, item for item, when needed, in accordance with applicable Air Force/Air National Guard directives. For replacement uniforms authorized in accordance with Air Force/Air National Guard directives, management will provide sewing services through military procedure and in accordance with Air Force/Air National Guard directives, to affix required accoutrements, for up to two uniforms per fiscal year. Optional items are the responsibility of the employee. The following procedure will be followed:

a. A list will be maintained in clothing issue to track the sewing services provided per fiscal year.

b. If an employee is authorized sewing services, a chit will be issued and the employee may take the uniform and required accoutrements to the negotiated laundry service provider. The employee will be provided the name of the negotiated sewing service provider at the time of uniform issue. These sewing services will be provided at no expense to the employee.

c. Sewing services for replacement uniforms, authorized in accordance with Air Force/Air National Guard directives in excess of the two mentioned in Section 3 above will be approved/disapproved by the appropriate official as indicated in Air Force/Air National Guard directives.

Section 4. Clothing used on official duty that becomes contaminated with flammable or hazardous material, will be cleaned by management contracted laundry services.

Section 5. A laundry pick-up and delivery point will be designated on base. Employees using this service will pay for the services used. Management is not responsible for lost, stolen, damaged, or misplaced items.

Section 6. The employer will provide appropriate number of uniforms, including winter and summer uniforms, in accordance with applicable Air Force/Air National Guard directives.

ARTICLE 26

PAY AND LEAVE STATEMENTS

Section 1. **PAY**: The Employer will assist any employee who does not receive a paycheck in a timely fashion to the maximum extent possible.

Section 2. **PAYDAY**: Payday will be biweekly-Fridays with a fiscal year schedule provided to each employee.

Section 3. **LEAVE AND EARNINGS STATEMENTS**: Leave and earnings statements are sent to the employee's mailing address by the finance center.

ARTICLE 27

MERIT PLACEMENT

Section 1. Merit Placement and promotion procedures will be governed by the procedures set forth in the Arkansas National Guard Merit Placement Plan and other applicable laws and regulations, and the following:

Section 2.

a. All vacancies in the bargaining unit required to be advertised in accordance with the State Merit Placement Plan, will be advertised through vacancy announcements. Merit promotion vacancy announcements will include, among other things, the title, series, and grade of the position, organization and duty station, and where applicable, whether the position is permanent, temporary or indefinite. Temporary positions may be filled without advertisement for 120 days or less. Temporary positions should not be utilized to avoid filling positions on a permanent basis.

b. Vacancy announcements will normally remain open for a minimum of fifteen (15) calendar days or a maximum of thirty (30) calendar days. Exceptions may be

granted by the Adjutant General or his designated representative. Vacancy announcements will be placed on the Arkansas HRO website as soon as possible after release; the exact release date/hour will be based on mission needs.

c. The Union President will be placed on distribution for receipt of vacancy announcements.

d. The Adjutant General may set the area of consideration to include consideration of all qualified candidates most likely to enhance attainment of mission objectives of the Arkansas Air National Guard. Unless otherwise specified by the Employer, the area of consideration for all jobs in the bargaining unit shall be in the following priority:

(1) Arkansas Air National Guard Technicians, 188th Fighter Wing

(2) All members of the Arkansas Air National Guard or those eligible for membership

(3) An evaluation panel will not be convened for new hire positions when applications are received from two to five qualified onboard technicians. When there are two or more onboard qualified technicians applicants there will not be automatic extension to the other areas of consideration. Supervisors must justify the non-selection of these two or more technicians prior to extending to the other areas of consideration. When more than five applicants are deemed qualified by the Human Resource Specialist (Staffing), an evaluation panel will be convened to determine the five "Best Qualified" applicants.

(4) The Union President may ask to be provided a copy of the letter of justification for non-selection upon proper request provided to the Human Resources Office.

(5) Vacant bargaining unit positions may be announced concurrently. In the event the announcement is concurrent, non-bargaining unit candidates, from an AGR selection register, will be submitted to the selection official for consideration at the same time as the technician selection register. Qualified bargaining-unit employees if any, will be given first consideration. The technician candidates will be interviewed prior to AGR candidates being considered.

Section 3. EVALUATION OF CANDIDATES: All job applications for positions on this base will be screened for basic qualifications by HRO and then returned to this base for rating, ranking, and selection, in accordance with the Merit Placement Plan. This would allow personnel who are more familiar with the requirements of the job to evaluate the skills and knowledge of the basically qualified applicants. The following statement will be included on vacancy announcements: "Individual must meet all the military requirements of the position without creating a grade-inversion, as determined by the supervisor."

Section 4. Non-selected candidates will be provided the following information about specific promotion actions upon request:

- a. Whether the employee was considered for promotion and, if so, whether he/she was eligible on the basis of the minimum qualification requirements for the position.
- b. Whether the employee was one of those in the group from which the selection was made and the number of candidates in the group
- c. Who was selected for the promotion, and
- d. If the employee is not referred, in what area, if any, the employee may be deficient.

Section 5. An employee who is demoted through no personal fault shall be entitled to consideration for repromotion until they are repromoted or turn down an equivalent offer. Employees who apply for promotion to their former positions or equivalent will be promoted prior to filling a position through a competitive procedure, subject to the following criteria:

- a. The employee's service in the higher grade was satisfactory
- b. The employee's conduct prior to the demotion was satisfactory, based on an overall review of the employee's personnel record and
- c. The employee meets current qualifications and standards for the position.

ARTICLE 28

POSITION CLASSIFICATION

Section 1.

a. A position description is a written record of the basic duties and responsibilities assigned to a position and which comprises the major duties assigned to an employee.

b. The term "performs other duties as assigned" means those tasks that are incidental or temporary in nature and may reasonably be associated with the incumbent's occupation of functional assignment. In assigning such duties, management may consider the capacity and competence of the employee to be assigned, to avoid creating health or safety hazards.

Section 2. An employee may request that his/her supervisor review the employee's position description for accuracy in the event the employee feels that the position description does not cover the major duties of the position. Such a request will not be construed as a formal complaint, and all input will be considered.

Section 3. An employee has the right to appeal the classification of his/her position at any time:

a. A General Schedule (GS) employee may appeal through the Agency appeal procedure established or directly to the Department of Defense (DoD).

b. A Federal Wage System (FWS) employee must first file a position classification appeal within the agency. On receipt of the decision, the appeal may then be continued to DoD.

Section 4. Retained grade and retained pay rights will be accorded to those employees whose positions are downgraded consistent with applicable directives.

ARTICLE 29

LABOR-MANAGEMENT TRAINING

Section 1. The Employer agrees to grant official time to Union officials and stewards employed within the bargaining unit to attend Union sponsored training when such training would be mutually beneficial to the Union and the Employer.

Section 2. The total time to be granted for all Union representatives during each year of the life of the agreement shall be:

- a. A bank of 200 hours from which the officials, stewards, and any other designated representative of the Chapter may draw, which is noncumulative
- b. Based upon the need for continuous updating of information and
- c. Based upon the availability of training

Section 3. The request for such leave will be submitted in writing on behalf of the employees by the Union to the HRO. The request should be submitted 30 days in advance to allow adequate time for a decision. The request should contain:

- a. Names, job title, and work locations of employees requesting training
- b. Copy of the agenda of the training session
- c. Number of hours requested and
- d. Dates for which each employee is to attend the session.

Section 4. Concurrent with the above action, the employees involved should advise their supervisors of the request and of the period of time involved. Management will be responsible for determining whether the employee can be spared from his/her duties and will so indicate when contacted by the HRO. The Employer will review the request and recommendations by the supervisor, and approve or disapprove the use of official time in those situations.

The Employer must provide written explanation of disapproval at least two (2) weeks prior to the training, thereby giving the Union ample time to seek adjustment and/or substitution of the decisions.

ARTICLE 30

ALLOTMENTS FOR UNION DUES

Procedures outlined herein will be followed in withholding of Union dues for members submitting SF1187, Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues.

a. The Union will be responsible for procuring the prescribed allotment form (SF1187), distributing the form to its members, certifying as to the amount of its dues, and informing and educating their members on the program for allotments for payment of dues, and the dues and availability of the required form.

b. SFs 1187 may be submitted to the Employer at any time and allotments will become effective at the beginning of the first full pay period following receipt.

c. Allotments shall be terminated when an 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 this agreement is suspended or terminated by an appropriate authority outside the Department of Defense; when the employee has been suspended (e.g. becoming a supervisor) or expelled from the Union, or otherwise is ineligible IAW 5 USC, Section 7115.

d. The Union will immediately notify the Employer, in writing, when a member who has an allotment in effect is suspended or expelled from the Union.

e. An employee may voluntarily revoke his allotment for the payment of dues at any time by submitting SF 1188, Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues, to the Employer. The Employer will notify the Union of each revocation of allotment by furnishing the Union a duplicate of SF 1188. When the Employer receives an SF 1188, he will effect the revocation on the first full pay period as follows:

1. If the employee has been a member of the local for less than one (1) year, the date of the signing of the SF 1187, or

2. If the employee has been a member of the local for more than one (1) year the next September 1.

f. The amount of the employee's authorized allotment may not be changed more than twice during a one year period.

g. the Employer will withhold from the employee's biweekly salary the amount certified by the Union. The servicing finance office will remit to the Treasurer of the River Valley Chapter 131 of ACT, the amount of dues withheld.

h. The Employer will furnish the Union a listing of names and amounts withheld for dues each biweekly pay period.

IN WITNESS WHEREOF, the parties hereto have entered into this agreement on the 10th Day of July 2009.

**FOR THE ADJUTANT GENERAL
STATE OF ARKANSAS**

**FOR RIVER VALLEY CHAPTER
131 OF THE ASSOCIATION OF
CIVILIAN TECHNICIANS**

SCOTT R. BRINKER, Lt Col
Chief Negotiator

JERRY GOINES
Chief Negotiator

PETER S. GAUGER, Lt Col
Member

STEVEN EUBANKS
Member

VINCENT S. LANGDON, Lt Col
Member

JERRY WELLS
Member

APPENDIX A

GRIEVANCE FORM

DATE: _____

INFORMAL GRIEVANCE

Section 1.a.

1. Grievant's Name: _____
2. Job Title & Grade: _____
3. Work Section: _____
4. Date Submitted at 1st Step: _____
5. Date Grievance Occurred: _____
6. Date of 1st Step reply: _____

NATURE OF GRIEVANCE

On the date indicated above, a grievance occurred which I presented to my supervisor. His/Her reply was not satisfactory to me, and I, therefore, elect to pursue my grievance through Step 2 of the Negotiated Grievance Procedure. The following specific articles and Sections of the Agreement and, if applicable, provisions of regulation, and/or laws, that were violated.

FACTS SURROUNDING MY GRIEVANCE ARE: _____

(Use additional Sheets if needed)

CORRECTIVE ACTION DESIRED: _____

I hereby designate River Valley Chapter 131 (ACT) as my representative in this matter.

Signature of Grievant: _____ Date: _____

Signature of Steward or Representative: _____

CC: HRO

FORMAL GRIEVANCE

Section 2.a.

The response in Section 1 above is not satisfactory for the following reasons. Therefore, I submit this grievance to the Adjutant General.

(Signature)

(Date)

RECEIVED BY THE ADJUTANT GENERAL

(Signature)

(Date)

Section 2.b.

Response from the Adjutant General:

FOR THE ADJUTANT GENERAL:

(Signature)

(Date)

(Position Title)

RECEIVED BY
RIVER VALLEY CHAPTER 131 (ACT)

(Signature)

(Date)

Section 2.c.

PRESIDENT OR ACTING PRESIDENT OF THE UNION RESPONSE:

The decision is not acceptable for the reasons give in the attachment. The grievance shall be submitted to :

(a) mediation_____;

(b) arbitration in accordance with ARTICLE 7B of this agreement_____.

PRESIDENT RIVER VALLEY CHAPTER 131 (ACT)

(Signature)

(Date)

RECEIVED BY:

(For The Adjutant General)

(Date)