

**Labor-Management Agreement
Between The Adjutant General of Arkansas and Razorback Chapter 117
Association of Civilian Technicians**

October 2008

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PREAMBLE

Pursuant to the policy set forth in Public Law, the following articles constitute an agreement by and between The Adjutant General, Arkansas National Guard, hereinafter referred to as the Employer, and Razorback Chapter 117, Association of Civilian Technicians, hereinafter referred to as the Union.

The Employer recognizes that the participation of employees in the formulation and implementation of personnel policies and practices affecting the conditions of their employment, achieved through their own freely-chosen organizations, contributes to the employees' well being, and to efficient administration of the Government.

This agreement identifies the mutual covenants of the parties hereto, which have the intention and purpose to:

- a. Promote and improve the efficient administration of the Arkansas ANG and the well being of its employees within the meaning of Public Law.
- b. Provide for the highest degree of efficiency in the accomplishment of the mission of the agency.
- c. To establish a basic understanding relative to personnel policy, practices and procedures and matters affecting other conditions of employment within the jurisdiction of the Adjutant General.
- d. To provide means for amicable discussion and adjustment to matters of mutual interest.
- e. Promote employee communications and information of personnel policy and procedures.

NOTE: Whenever language in this contract 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 the Employer retains the sole discretion to assign work and to determine who will perform the function discussed.

ARTICLE 1

DEFINITIONS

1. **Agency** - Department of Defense (DoD)
2. **Compensatory time** – time worked in excess of the normal workday and/or the normal 80-hour basic pay period.
3. **Detail** – an official temporary assignment of a technician to perform the duties of an established position other than the one in which employed.
4. **Disciplinary Action** – that action taken to correct an offending technician for a violation of a procedure, rule, code of conduct, safety practice, regulation, technical order, or other properly issued administrative instruction.
5. **Doctor's Certificate** – a medical certificate or other administratively acceptable evidence as to the reason for an absence. Either of these must be of sufficient detail that the supervisor can make a reasonable determination as to the condition of the employee in order to grant or deny sick leave.
6. **Employee** – Technician
7. **Employer** – The Adjutant General, State of Arkansas
8. **Environmental Differential Pay (EDP)** – additional compensation that may be authorized to wage grade technicians who are exposed to certain hazards, physical hardships, or working conditions of an unusual nature which could result in injury, illness, or death.
9. **Evaluation Panel** – a group of three individuals appointed by the Employer to review applications for vacant or projected vacant positions, to rank and rate qualified applicants.
10. **Formal Discussions** - 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 a meeting is a formal discussion under the Labor Relations Statute:
 - a. **Attendance** – a member of management and one or more members of the bargaining unit must be present.
 - b. **Subject to be discussed** – the matters to be discussed must include either personnel rules and/or working conditions of bargaining unit employees.
 - c. **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 is scheduled in advance, whether there is an established agenda, how many people will attend, whether attendance is mandatory, and whether formal notes will be taken.

NOTE: The Union must be notified in advance when a meeting is scheduled that meets all three criteria.

- 11. Holiday** – a day federally designated for technicians to be absent from duty with pay.
- 12. Internal Placement** – changing of a technician from one positions to another through the competitive process, but with limitations to those technicians currently employed by the unit at the time of the advertisement of the position.
- 13. Investigatory Interview** – any examination of an employee in the unit by a representative of the Employer in connection with an investigation.
- 14. Leave** – time off from duty, and may be one of the following:
 - a. Annual Leave** – leave earned by a technician at a rate specified by tenure and which may be taken at the election of the employee with approval of his/her immediate supervisor as workload and other considerations permit.
 - b. Compensatory Leave** – absence from duty and not to exceed compensatory time worked.
 - c. Court Leave** – absence for the period of time the technician serves in court for duty as a juror or a witness in accordance with applicable law and regulations.
 - d. Excused Absence** – an absence from duty that the Adjutant General may authorize for such purposes as local holidays, active participation in military funerals, adverse weather, and attendance of technicians at conferences, etc., when such attendance will serve the best interest of the federal service.
 - e. Law Enforcement Leave** – absence authorized to technicians, not to exceed twenty-two (22) workdays in a calendar year, for the purpose of providing military aid to enforce the law.
 - f. Leave Without Pay** – a temporary, non-pay status which may be granted at the request of the employee, but at the discretion of the Employer.
 - g. Military Leave** – absence to permit active duty or active duty for training.
 - h. Sick Leave** – leave accrued at the rate of four hours for each full bi-weekly pay period to permit a technician to be absent from duty for illness (including maternity) or injury, and medical, dental, or optical examination or treatment.
- 15. Human Resources Office (HRO)** – an office managed by the Human Resources Officer who is responsible to The Adjutant General for the technician personnel administration.
- 16. Merit Promotion** – promotion of technicians to vacant, higher-grade positions.

17. Negotiation – the formal meeting of representatives of The Adjutant General, State of Arkansas and officials of the Razorback Chapter 117, Association of Civilian Technicians (ACT), to discuss any matter relating to personnel policies and practices or working conditions of employees which will result in agreement between the parties and issuance of appropriate guidance concerning the exclusive representative.

18. Nominating Official – as designated on the vacancy announcement.

19. Official Personnel Folder (OPF) – a record file maintained by the Human Resource Office on each technician.

20. Overtime – compensatory time.

21. Performance Counseling – a counseling session between an appropriate supervisor and a subordinate concerning job performance.

22. Promotion – the movement of an employee, while serving continuously within the same agency, to a position at a higher grade level within the same job classification system and pay schedule, or to a position with a higher rate of basic pay in a different job classification system and pay schedule.

23. Rating Panel – the Employer’s representatives that rate all applications in accordance with the criteria established by the Merit Placement Plan for the purpose of determining the best-qualified applicants.

24. Steward – a person appointed by the Union to represent employees in dealing with Employer representatives.

25. 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.

26. Technicians are either:

a. Excepted Technicians -- Military technicians employed under Section 709(b), Title 32, United States Code with membership in the National Guard being a condition of employment.

b. Competitive Technicians -- Technicians employed under Title 32, United States Code that are not required to be members of the National Guard.

27. The Adjutant General – an appointee of the Governor of the State, is usually a member of the Arkansas National Guard, is the head of the State Military Department, and is the individual responsible for the operation of the Arkansas National Guard.

28. Union – The Razorback Chapter 117, Association of Civilian Technicians (ACT).

29. Union Representative – anyone elected appointed, or designated to act on behalf of the Razorback Chapter 117, Association of Civilian Technicians (ACT).

30. Weingarten Right – Name taken from a private sector case. Refers to the right of a bargaining unit employee to be represented by the Union under specific circumstances. That right exists when (1) the employee is examined in an investigation (an investigatory examination) conducted by an agency representative, (2) the employee reasonably believes disciplinary action against him/her may result, and (3) the employee requests Union representation.

ARTICLE 2

BARGAINING UNIT AND EXCLUSIVE REPRESENTATION

Section 1: It is recognized by the Employer that the Association of Civilian Technicians has been designated and selected by a majority of the technicians as their representative for purposes of exclusive recognition, and that pursuant to Public Law 95-454, the said organization is the exclusive representative of all technicians in the bargaining unit.

INCLUDED: All wage grade and general scheduled technicians employed by the agency.

EXCLUDED: All managerial and supervisory technicians, to include those technicians involved with Federal personnel work in other than purely clerical capacity.

NOTE: In applying this paragraph, Section 7112, Public Law 95-454 pertaining to supervisors and others who must be excluded from the bargaining unit will prevail. Any changes to the bargaining unit, after the effective date of this agreement, will be through mutual consent or a labor department clarification of the unit.

Section 2: The Union is the exclusive representative of the bargaining unit and is entitled to act for and to negotiate agreements covering all technicians in the bargaining unit. This agreement, to include all articles herein, is applicable to all bargaining unit technicians, whether Union members or not.

Section 3: A technician is not precluded from:

- a. Being represented by an attorney or other representative, other than the labor organization, of the employee's own choosing; or
- b. Exercising grievance or appellate rights established by law, rule, or regulation, except in cases of negotiated grievance or appeal procedure, negotiated within this agreement.

ARTICLE 3

OFFICIAL TIME AND UNION TRAINING

Section 1: Official time will be made available without loss of annual leave during normal duty hours for the Union representatives to conduct business that is of mutual interest to the Employer and the Union. Official time provisions encompass negotiations between an exclusive representative and the Employer regardless of whether such negotiations pertain to the negotiation or re-negotiation of a basic collective bargaining agreement. Union representatives' normal work schedule may be adjusted to provide for maximum utilization of the approved official time provisions contained within this article.

Section 2. *APPROPRIATE USES OF OFFICIAL TIME:* A Union Steward shall request approval of his/her supervisor and the supervisor of the section they intend to visit, should it become necessary for a Steward to leave their work area for purposes of employee representation. The Steward will coordinate with the supervisor of the technician(s) to be represented to insure their availability dependent on the mission requirements. Permission shall be given to the Steward by the supervisor, if individual workload requirements will permit the visit. In the event the supervisor must disapprove the visit they will document the reason(s) and provide a copy to the next level supervisor and the Union official. The supervisor may call back the Steward if the Steward's services are needed. The Steward will report to his/her supervisor at the earliest opportunity upon returning to his/her workstation. Official time provisions will be provided IAW the Statute and include but shall not be limited to:

- a. Stewards conferring with employees and/or supervisors on grievances.
- b. Labor-management meetings, held as necessary, to meet and confer, and/or bargain procedures and implementation of policies which affect working conditions or for the Union to make recommendations to management.
- c. Preparatory time for pre-negotiation, negotiation, appeals, grievances, complaints or scheduled meetings.
- d. Travel time to and from approved, Union-sponsored training sessions and pre-arranged meetings with the Adjutant General or other management officials.
- e. To prepare and maintain records and reports required of the Union by federal agencies. To maintain financial records and books required in completing IRS reports.
- f. Union officials when representing Technicians by visiting, phoning and writing to elected representatives in support of desired legislation which would impact the working conditions of employees represented by ACT.

Section 3. *UNION REPRESENTATIVE TRAINING:* The Employer agrees to grant administrative leave to Union Officials and Stewards to attend Union sponsored training when such training would be mutually beneficial to the Union and the Employer. The Union will be authorized thirty (30) days to be utilized among their officials each calendar year with no one representative normally exceeding six (6) days. The Union will request this administrative leave by letter, including the

agenda of the training, for approval by the HRO, forty-five (45) days in advance of such training. Exceptions to authorized training day limitations and advance training approval will be handled on an as required basis with complete justification provided.

Section 4. CIVILIAN ATTIRE: Union representatives are not required to wear the military uniform while performing representational functions or other Union activity related functions. These functions include the following:

- a. While engaged in negotiations of any kind with Employer officials.
- b. Labor/Management meetings with Employer representatives.
- c. Labor/Management seminars in state.
- d. Labor/Management seminars at commercial facilities sponsored or hosted by the National Office of the Association of Civilian Technicians, U.S. Department of Labor, Department of Defense, Wage Fixing Authority, etc.
- e. Performing representational duties on behalf of bargaining unit members, investigations of complaints, etc.
- f. When representing the Union on committees, at hearings, or at third-party proceedings.

Section 5. 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 Chapter 71, Title 5 U.S.C. The employee representative will verify, by his/her signature, the accuracy of the record. Such information should be used in evaluating the use of the amount of official time used in terms of its impact on Employer operations.

ARTICLE 4

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.

Section 2. *MANAGEMENT RIGHTS:* Management officials of the Agency retain 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 against 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 selection 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.

ARTICLE 5

UNION REPRESENTATION, RIGHTS AND DUTIES

Section 1. RECOGNITION: The Employer recognizes that the Union has the exclusive right to represent all employees in the bargaining unit and is entitled to act for, and negotiate collective bargaining agreements covering all employees in the bargaining unit. The Union is responsible for representing the interests of all employees in the bargaining unit without discrimination and without regard to Union membership.

Section 2: The Employer will recognize the duly elected officers and officials of the Union, including appointed stewards. The Union will post a list of local officers and stewards on all official Union bulletin boards. The Union will provide a list of Union officers and stewards, with changes as they occur, to the Employer within fifteen (15) days of initial election, appointment, or any subsequent changes.

Section 3: When requested and duly delegated by the Union, accredited National representatives of the Union will be recognized as representatives of the Union while they are rendering assistance to the Union in processing and handling grievances, arbitration, contract negotiations and legally protected activity. Beyond this recognition, the Employer will not have further obligation to these National representatives.

Section 4: The Union may elect a Chief Steward. In addition, the Union may appoint qualified Shop Stewards as necessary not to exceed six (6). The area of representation of each shop steward shall be designated in writing and presented to the Employer as an attachment to the list provided for in Section two (2) of this Article.

Section 5: As the exclusive representative of the bargaining unit, the Union is entitled to act for all technicians in the bargaining unit with regard to matters, as set forth in public law and statute, affecting conditions of employment. The Union shall be given the opportunity to be represented at:

- a. Any formal discussion between one or more representatives of the Employer and one or more employees in the bargaining unit or their representatives concerning any grievance or any personnel policy or practice or other general condition of employment.
- b. Any examination of an employee in the bargaining 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, as set forth in public law and statute, have the right to be represented at all meetings between the Employer and any bargaining unit technician presenting a grievance without Union representation.

Section 6: There shall be no coercion or discrimination against any Union official because of the performance of duties in consonance with this agreement and Chapter 71, Labor-Management Relations Statute or against any employee for filing a complaint or acting as a witness under this agreement, Public Law, or applicable regulations.

Section 7: In recognizing the Union's right to represent Bargaining Unit employees the Employer agrees to inform the Union of any substantive change in conditions of employment proposed by the Employer. (See Article 7)

Section 8: In matters which may be of such importance that urgent or immediate action is deemed appropriate, the President of the Local or his designee shall advise the Air Commander (Pilot) of his intent to seek an appointment with the Adjutant General of the State of Arkansas or his designated representative for discussion of the matter. The President of the Local may request attendance of appropriate Union representatives.

Section 9: National Union representatives and staff members, accompanied by a Local Official, shall be admitted to the ANG installation for the purpose of visits with personnel if such visits will not hinder mission accomplishment. The Employer and the Union recognize that security requirements of Little Rock Air Force Base and the Air National Guard may preclude entry into selected areas determined by the Employer prior to scheduled visits. The Union should notify the Employer prior to such visits.

Section 10: As part of their orientation, all new bargaining unit employees shall meet with a Union representative who will inform them of their right to join or not join the Union and will provide them a copy of this agreement and a list of officers and stewards. This introductory meeting will not include recruiting efforts.

ARTICLE 6

EMPLOYEE RIGHTS

Section 1: 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, at Little Rock Air Force Base, to encourage or discourage membership in a labor organization.

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

Section 3: 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 through voluntary, written authorization by a member for the payment of dues through payroll deduction.

Section 4: 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/her own representative in a grievance or appellate action, except under the negotiated grievance procedures.

Section 5: No employee will be required to perform duties which are illegal, unethical as defined in the Joint Ethics Regulation or a genuine threat to life or health as indicated in Article 29, Section 6. Solicitation of membership, the collection of dues or other internal business of the Labor Organization will not be conducted during the duty hours of the employee concerned. However, short, impromptu discussions regarding Union representational concerns will be allowed at the work place, provided they do not disturb the work of the Employer and do not pertain to internal Union business.

Section 6: Any existing right or privilege granted to an employee or the Labor Organization by law, rule, or regulation will not be reduced or taken away because it is not specifically addressed by this agreement.

ARTICLE 7

I & I BARGAINING

Section 1. *PURPOSE:* Prior to implementation of any change to the working conditions/ conditions of employment of any bargaining unit member, management will negotiate with the Union over the procedures by which the Employer will implement the change(s) as well as any appropriate arrangements regarding the impact of those change(s) on those employees. Such negotiations will take place prior to formal announcement of the implementation of the management action which could reasonably be expected to affect a bargaining unit member's condition of employment.

Section 2. *APPROPRIATE MATTERS FOR IMPACT AND IMPLEMENTATION BARGAINING:* Matters appropriate for negotiations and consultation between the parties are recognized as changes to working conditions/conditions of employment of any bargaining unit member. These matters include, but are not limited to, changes in existing personnel policies, practices and matters which impact working conditions/conditions of employment or the implementation of new ones. These also include implementation of these matters to the lowest level of management whether written or not. However, open communications are encouraged between management and employees that may preclude negotiations on items within the office/shop.

Section 3. *CHANGES AFFECTING WORKING CONDITIONS:* The Employer will ensure that the Union receives official notification or draft copies of changes to appropriate regulations/policies affecting working conditions/conditions of employment for review prior to implementation. If the Union desires formal discussion concerning contents of the drafts, the appropriate management official should be contacted within five (5) working days after receipt to establish a meeting time/place to discuss the matter.

Section 4. *MEETINGS:*

- a. Upon notification by the Union, management agrees to meet and confer as soon as practicable, date and time will be by mutual consent.
- b. The Employer and the Union agree to publish/enact matters resolved at the meetings, within five (5) working days unless it is mutually agreed otherwise.
- c. Consistent with the above, and within the authority to do so, the Employer agrees not to make changes in personnel policies and practices that affect working conditions, without presenting the opportunity for negotiations/consultations to the Union.

ARTICLE 8

EMPLOYER - UNION COOPERATION

Section 1: The Employer agrees to provide the Union pertinent technician personnel regulations that are not published in electronic format and insure that additional policies and directives of the Agencies (NGB and OPM) are made available. As this material may become available through alternate electronic or Internet sources the Employer agrees to furnish the Union with necessary information to allow the Union to retrieve this requested information independently. If the material requested is unavailable through electronic sources the Employer will provide hard paper copies, if reasonably available.

Section 2: The Employer agrees to continue furnishing the Union with a copy of the latest copy of the technician manning document as updates are published. The Union agrees to furnish the Employer with a current and complete list of all Union Officers, Stewards, appointed officials and Union members, quarterly.

Section 3: The Employer agrees to notify the Union whenever a new bargaining unit employee is hired with the date and time of their orientation meeting with HRO and allocate them a time slot for presentation.

Section 4: Prior to filing a ULP charge the charging party will notify the charged party. If the ULP can be resolved at that time no further action is required. If the ULP cannot be resolved at that time a meeting will be scheduled within the next fifteen (15) work days between the parties in a further effort to resolve the matter. If a satisfactory resolution is reached at the time no further action is required. If not the ULP charge will be filed. Nothing will prohibit the parties from continuing attempts to resolve the matter after the filing date.

Section 5: The Union agrees to cooperate with the Employer in truly voluntary charity drives and to lend its support to these worthy causes. In conducting these drives, the parties will be guided by appropriate regulations which provide that no compulsion or reprisals will be tolerated. It is agreed that no lists will be kept showing the names of the contributors and amounts of their contributions except those that are necessary to properly administer the program.

Section 6: The Employer and the Union fully endorse the blood donor program. Employees will normally be allowed two (2) hours administrative leave for the purpose of donating blood.

ARTICLE 9

USE OF OFFICIAL FACILITIES AND PUBLICITY

Section 1: The Employer agrees to furnish a room to the Union each Thursday during non-duty hours (including the lunch period) for Union meetings. The Union will leave the room in the same condition as it was prior to its use by the Union. A specific request will be submitted by the Union to the Employer for the use of facilities other than the one mentioned.

Section 2: The Employer agrees to provide the Union with adequate (10' x 14'), secure office space for conducting business authorized by law or regulation. The Union agrees to provide necessary telephone service, computer, and copier. A parking space will be provided and identified as for "Union President" next to the building encompassing the Union Office.

Section 3: Upon request of shop stewards, supervisors will authorize the use of suitable private space to consult with aggrieved technicians when such space is available within the work area. Stewards shall conduct their business as quickly as possible.

Section 4: The Employer will make a reasonable amount of space (not less than four square feet) available 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 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 agrees that it is responsible for the neat and orderly maintenance of this space, including removal of obsolete material. 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 posted or removed from the Union portion of this bulletin board except by a Union official."

Section 5: The Union will be permitted to post appropriate notices and information on the computer bulletin board. The Union will be allowed to use government messenger envelopes and the internal distribution system to distribute official correspondence to Union Officials, Stewards, and the Employer.

Section 6: The cost of printing this agreement with stiff cover and future supplements will be borne by the Employer. Distribution by the Employer will be as follows:

- a. One copy to each employee at time of printing.
- b. One copy to each newly hired technician.
- c. Fifty copies to the Union.

ARTICLE 10

EQUAL EMPLOYMENT OPPORTUNITY

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

Section 2: The Employer and the Union agree to cooperate in providing equal opportunity in employment for all persons, to prohibit discrimination because of age, race, color, religion, sex, physical/mental handicap, national origin, or retaliation as a result of a previous EEO issue and to promote the full realization of equal employment opportunity through a continuing affirmative program.

Section 3: The Employer will utilize to the fullest extent, the present skills of employees and will provide the maximum feasible opportunity to employees to enhance their skills through on-the-job training, work-study programs, and other training measures so that they may perform at their highest potential and advance in accordance with their abilities.

Section 4: The Employer agrees to provide career opportunities to employees who are under-represented in higher grades as outlined in the Affirmative Employment Plan.

Section 5. *PROGRAM RECOMMENDATIONS*: Review of programs and recommendations for improvements in the EEO program are appropriate topics for discussion between the Union and the Employer.

Section 6. *DISCIPLINARY ACTIONS*: 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 preliminary investigation does not halt or prevent an EEO Counselor from conducting an inquiry into the same matter. When discrimination is found or it appears that discrimination may have occurred, The Adjutant General will direct appropriate inquiry or investigation to determine whether to take any disciplinary or adverse action against appropriate individuals.

ARTICLE 11

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 form of sex discrimination that involves unwelcomed sexual advances, requests of sexual favors, and other verbal or physical conduct of a sexual nature when:

- a. submission to or rejection of such conduct is made either explicitly or implicitly a term or condition of a person's job, pay, or career, or
- b. submission to or rejection of such conduct by a person is used as a basis for career or employment decisions affecting that person, or
- c. such conduct interferes with an individual's performance or creates an intimidating, hostile, or offensive environment.

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 file a complaint of sexual harassment or of discrimination utilizing proper EEO procedures.

ARTICLE 12

DISCIPLINE AND ADVERSE ACTIONS

Section 1. 5 U.S.C. 7106 gives the authority for the Employer to take discipline against employees where warranted. The procedures described in TPR 752 and this article will be followed. This authority is vested in all operating officials and supervisors of the Arkansas National Guard. Disciplinary action will be taken for the sole purpose of correcting the conduct of offending employees and/or problem situations in order to maintain a high state of discipline and morale among all employees. Disciplinary actions against all employees must be based on just cause, be consistent with applicable laws and regulations, and be fair and equitable.

Section 2. UNION REPRESENTATION: Technicians in the bargaining unit have a right to union representation at a meeting which involves an examination of the employee by a representative of the Employer in connection with an investigation. This right to representation does not extend to performance counseling. It is the employee's responsibility to request representation if he/she reasonably believes that an examination may result in disciplinary action. If the employee accepts representation, no further questioning will take place until the representative is present. The parties agree that an employee engaged in an investigatory interview has the right to remain silent, and may refuse to give a written statement until a representative is present, or representation has been declined in accordance with this Section.

Section 3. NON-DISCIPLINARY ACTIONS: Counseling and warning are not disciplinary actions. Supervisors and managers will utilize a counseling or warning to correct minor conduct deficiencies. A counseling or warning will be annotated in pencil (date and subject) on the NGB Form 904-1 or supervisor's brief. A counseling annotation may remain on the NGB Form 904-1 or supervisor's brief not to exceed 90 days and a warning not to exceed 180 days, if there are no additional like infractions. The annotation will remain until the supervisor determines it is no longer needed or relevant to a continuing or recurring problem. The supervisor will advise the technician of the specific breach of conduct, when it occurred and, in turn the employee shall be permitted to explain his/her conduct. To protect the confidentiality of the records (NGB Form 904-1 or supervisor brief), and to preserve the privacy of the individual, records will be maintained at the lowest level of supervision excluded from the bargaining unit, and access will be limited to management/ technicians concerned and to individuals to whom the technician has given written permission. A counseling or warning may be grieved through the negotiated grievance procedure. A successful grievance could cause any record of the counseling to be deleted. If the grievance is successful the material cannot be used in future discipline or adverse actions. A closer degree of individual supervision and/or warnings may effect corrective action prior to undertaking a disciplinary action.

Section 4. DISCIPLINARY ACTIONS: Disciplinary actions consist of Oral Admonishment and Letter of Reprimand.

- a. Oral Admonishment: Oral admonishment is a disciplinary action that notifies a technician to desist from a certain course of action. This should be in the most appropriate criticism necessary to correct the technician. An oral admonishment should be annotated in pencil (date and subject) on the NGB Form 904-1 or supervisor brief. The annotation will remain until the supervisor determines it is no longer needed or relevant to a continuing or recurring problem (the record of oral admonishment will normally be removed after 9

months). To protect the confidentiality of the records (NGB Form 904-1 or supervisor brief), and to preserve the privacy of the individual, records will be maintained at the lowest level of supervision excluded from the bargaining unit, and access will be limited to management/technicians concerned and to individuals to whom the technician has given written permission. The technician may have a labor organization representative if so desired. If the technician requests representation, the supervisor will not proceed until the labor organization representative is present.

- b. Letter of Reprimand: A letter of reprimand is a disciplinary action which makes a technician aware of a violation. It can be issued when counseling, warning, and orally admonishing prove ineffective. It can also be used when the nature of the violation warrants more than counseling, warning, or an oral admonishment, but does not warrant adverse action.

(1) A letter of reprimand must, as a minimum:

- a. describe the violation in sufficient detail to enable the technician to understand why the reprimand is being given.
- b. tell the technician how long the reprimand will be filed as a temporary document in the Official Personnel Folder (OPF) (the letter will normally be removed after 1 year);
- c. tell the technician the reprimand may be grievable through the negotiated grievance system.
- d. include a warning that further offenses could result in suspension, change to lower grade, or removal.

(2) The technician may have a labor organization representative if so desired. If the technician requests representation, the supervisor will not proceed in issuing the letter until the labor organization representative is present.

Section 5. ADVERSE ACTIONS: Adverse Actions are Suspension, Change to Lower Grade and Removal.

- a. There must be a reason for taking adverse action; that reason is commonly referred to as a “cause” and is defined as “an offense against the employer-employee relationship.” What constitutes a “cause” is a decision that must be made on the merits of each situation. Having a “cause” is not sufficient to warrant adverse action. Management must also conclude that taking adverse action will promote the efficiency of the service. This is done by establishing a relationship between the “cause” and its impact or effect upon the efficiency of the service.
- b. Management has a responsibility to investigate the charges against the technician and/or any defense raised by the technician.
- c. Adverse actions will not be initiated by any supervisor without consulting with and

obtaining approval of the HRO before issuing proposed adverse action and original decisions. The following, as required by agency regulation TPR 752 and will be the sequence of events for an adverse action. The proposed adverse action will include:

- (1) What action is being proposed.
 - (2) Specific reasons for the proposed action.
 - (3) Rationale for penalty selection.
 - (4) Right to review material relied on.
 - (5) Right to Reply.
 - (6) Right to excused absence to prepare reply.
 - (7) HRO assistance information.
 - (8) Description of the next step. (Deciding official's action)
- d. The employee can then reply orally or in writing if they so desire.
- e. The original decision will then be issued and include the following:
- (1) What action was decided upon.
 - (2) Date the action will be affected. The employee will be given at least a 30 day notice.
 - (3) Reference to the employee's reply.
 - (4) Reasons for the decision.
 - (5) HRO assistance information.
 - (6) Employee's appeal rights.
- f. Upon receipt of the decision, the technician has twenty (20) calendar days to file for an appellant review by the Adjutant General, an Administrative Hearing conducted by a National Guard hearing examiner, or for advisory arbitration conducted under the arbitration provisions of the grievance/arbitration article, but may only choose one of these options.
- (1) Technicians requesting an appeal shall state their dissatisfaction and include with the appeal any proof or other supportive documents. The appeal letter will also include whether or not the individual requests representation.
 - (2) If the technician requests a hearing the HRO will submit a written request to NGB-HR for a list of examiners. In turn, the NGB-HR will provide a list of hearing examiners from which the Adjutant General may make a selection. A letter will be sent advising the appellant of the name of the hearing examiner. The hearing will be before the selected hearing examiner who will provide a recommendation to the Adjutant General. The Adjutant General will consider the recommendation in making the final decision. The hearing examiner's per diem and travel expenses will be paid by management.
 - (3) If an appeal is processed, the final decision is rendered by The Adjutant General. The Adjutant General's decision is final.
 - (4) If advisory arbitration is requested, the arbitrator's decision is advisory in nature. The Union has sole authority to invoke advisory arbitration, if that procedure is requested by a bargaining-unit employee. The Adjutant General must consider the arbitrator's

recommendation when making his final decision on the disposition of the adverse action.

Section 6. When the employee does not elect to have the Union represent him/her, the Union will be permitted to have an observer present, without charge to leave, at the adverse action appeal hearing. If the employee who requested the hearing objects to the attendance of an observer on grounds of privacy, the hearing officer will determine the validity of the objection and make a decision on the question of attendance. The observer will be present as a representative of the Union and not as the representative of the individual, and sometime during the hearing proceedings, the observer will be allowed to make known the official views of the Union.

Section 7. As far as administratively practicable, employees shall be made available as witnesses as requested by the appellant and the hearing examiner. When the Employer determines that it is impracticable to comply with a request for a particular witness or witnesses, the reason for such a determination will be included in the employee's appeal file. Such witnesses, if otherwise in a duty status, shall be given a reasonable amount of official time to appear at the hearing. It is agreed that witnesses shall be free from restraint, interference, coercion, discrimination, and reprisal.

Section 8. Documents relating to adverse actions will be furnished the technician either by certified mail or personal delivery receipted to the bearer. A hearing on a technician appeal of an adverse action, if requested, will be scheduled on a date mutually agreeable to the parties concerned.

Section 10. No record of a complaint determined to be unfounded will be placed in an employee's Official Personnel Folder. Such complaints may, in the interest of the employee and Employer, be maintained in a subject file, but will not be considered a factor in connection with any personnel action affecting the employee.

Section 11. During hearings of adverse action appeals, the hearing is recorded and transcribed verbatim, and the technician is given a typewritten transcript of the hearing.

Section 12. RECORDS:

- a. No written entry will be made in an employee's files concerning disciplinary matters without the knowledge of the employee. The employee will initial the entry. The employee's initials acknowledge only that the employee knows that an entry was made but in no circumstances should the initialing of the entry be considered as an agreement with the entry or an admission of guilt.
- b. Any disciplinary actions and supporting records utilized to support other personnel action, will be provided to the employee.
- c. In any disciplinary action, an employee will, upon written request, be furnished a copy of all written documents in the employer's official files which contain evidence used by the employer to support any disciplinary or adverse action. Any and all documentation or sources of information that is utilized as a basis for disciplinary action becomes a part of the official record and is available to the employee or their representative. The union acting on behalf of the employee will proceed in accordance with 5 U.S.C. 7114 to obtain that information, if the information is not directly related to the disciplinary

action. After that is established the information will be provided but may be sanitized to remove privacy act material. The requested information will be provided in a timely fashion, usually within 30 calendar days.

- d. Removal of any entry and/or material from the supervisor's record does not mean that this material cannot be utilized in future discipline or adverse actions.

ARTICLE 13

GRIEVANCE PROCEDURES

Section 1. GENERAL: The purpose of this article is to provide for a mutually acceptable method for the prompt and equitable settlement of grievances. The Employer and the Union agree that the negotiated procedure is the exclusive procedure available to the Union and the employees in the bargaining unit for processing of any grievance. The employee retains the right to request Union representation in the grievance procedure or to decline such representation. However, the Union will be given the opportunity to have a representative present during all grievance proceedings to ensure that the adjustments of the grievance are not inconsistent with the terms of the contract. A grievance will be formally presented not later than thirty (30) calendar days after the grievance took place or the individual becomes aware of the events that constitute the grievance, whichever is later. The Employer will be given five (5) days to respond informally if required.

Section 2. DEFINITIONS: A grievance is:

- a. Any complaint by any employee concerning any matter relating to the employment of the employee.
- b. Any complaint by the labor organization concerning any matter relating to the employment of any employee.
- c. Any complaint by any employee, labor organization, or agency concerning:
 1. The effect or interpretation, or a claim of breach of the collective bargaining agreement; or
 2. Any claimed violation, misinterpretation, or misapplication of any law, rule or regulation affecting the conditions of employment.

Section 3. REPRESENTATION: The Union is assured the right to represent itself and/or any employee in the bargaining unit in the presentation and processing of any grievance.

Section 4. EXCLUSIONS: The negotiated grievance procedure shall not apply with respect to any grievance concerning:

- a. Political activities.
- b. Retirement, life insurance, or health insurance.
- c. Suspension or removal for national security reasons.
- d. Any examinations, certification, or appointment.
- e. Classification of any position which does not result in the reduction in grade or pay of an employee.

- f. EEO Complaints.
- g. Termination of Indefinite or Probationary/Trial Employees. (Applies only to termination of a probationary/trial employee not the procedures used during the trial/probationary period leading up to termination)

Section 5. EMPLOYEE RIGHTS:

- a. All employees have the right to present their grievances to the appropriate management officials for prompt consideration. This procedure provides a means for the prompt and orderly consideration and resolution of employee or Union grievances. In exercising this right, the employees and the Union will be free from restraint, coercion, discrimination, or reprisal.
- b. Most grievances arise from misunderstandings or disputes which can be resolved promptly and satisfactorily on an informal basis at the immediate supervisory level. An informal grievance must be presented within the thirty (30) day period prior to filing a formal grievance described in Section 1 above. It will be accomplished in time to allow the supervisor five (5) calendar days to reply. The Employer and the Union agree that every effort will be made by management and the aggrieved parties to resolve grievances at the lowest possible level. Inasmuch as dissatisfactions and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an employee(s) good standing, their performance, or their loyalty or desirability to the organization.

Section 6. PRESENTING A GRIEVANCE:

- a. A grievance must be presented using the agreed to grievance form which is included as part of this article.
- b. The Union has the right, on its own behalf or on the behalf of the bargaining unit employees, to present and process grievances.
- c. If an employee or group of employees elect to present their grievance without the assistance of the Union, adjustments of the grievance may not be inconsistent with the provisions of this agreement. A Union representative will be allowed to be present during grievance proceedings.
- d. The appropriate supervisor/management official involved will notify the Union of grievance proceedings and inform them of the time and place of such proceedings.

Section 7. INFORMAL GRIEVANCE: Prior to filing a Formal Grievance, the employee/Union Representative will meet with the immediate supervisor to try and resolve any misunderstandings or disputes at that level. If the misunderstanding or dispute can not be resolved, the employee/Union Representative and supervisor will date and initial the grievance form.

Section 8. FORMAL GRIEVANCE: If a settlement cannot be agreed to at the informal level, the following procedure will be used:

STEP 1. The aggrieved employee(s) or the Union representative may submit the matter in writing to the next higher level supervisor. This supervisor shall give the aggrieved employee(s) and the Union representatives his/her written answer within seven (7) working days after the meeting, unless the grievance has been withdrawn. An information copy of the grievance will be sent to the HRO. The grievance and information will be discussed at the time of presentation of the grievance.

STEP 2. If the grievance is not resolved by Step 1 procedures, the aggrieved employee(s) or the Union representative may, within ten (10) working days, forward the grievance to the Air Commander for further consideration. The Air Commander will review the grievance and give the aggrieved employee(s) and the Union representative a written reply within ten (10) working days after receipt of the grievance.

STEP 3. If the grievance is not resolved by Step 2 procedures, the employee or the Union representative may within ten (10) working days, forward the grievance to The Adjutant General or designated representative for further consideration. The Adjutant General or designated representative will review the grievance and give the employee and the Union representative a written decision within ten (10) working days after receipt of the grievance. The decision of The Adjutant General or designated representative is final unless the Union desires to invoke arbitration.

Section 9. *UNION GRIEVANCE:* Union grievances may be submitted in writing by the Local President (or designee) directly to the Air Commander. The Air Commander shall give the Local President a written reply within seven (7) working days. If the grievance is not resolved at this level, the Union may, within ten (10) working days, forward the grievance to The Adjutant General or designated representative for further consideration. The Adjutant General or designated representative will review the grievance and give the Union a written decision within ten (10) working days after receipt of the grievance. If the grievance is not settled by this method, the Union may refer the matter to arbitration. Nothing herein will preclude either party from attempting to settle such grievance informally at the appropriate level.

Section 10. *EMPLOYER GRIEVANCE:* 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 ten (10) work days 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 Razorback Chapter 117, Association of Civilian Technicians (ACT), or designated representative. The Union President will attempt to adjust the grievance and will render a decision, in writing, to the Employer within ten (10) work days 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.

Section 11. All time limits in this article may be extended by mutual consent. Failure of the Employer to observe the time limits shall entitle the Union to advance the grievance to the next step. Failure of the employee(s) and the Union to observe time limits will terminate the grievance.

Section 12. *RIGHT TO INFORMATION:* Upon request and subject to law, rule or regulation, management will supply the Union with any investigation reports and/or documents used in the original action when denying a grievance unless prohibited by law, rule or regulation. This is to insure the Union has all the necessary information for a determination to invoke or not to invoke arbitration.

Section 13. OFFICIAL TIME: A reasonable amount of official time, without charge to leave, will be afforded in accordance with the following:

- a. To the employee to discuss, informally, with the appropriate supervisor and Union representative, any grievance the employee may have.
- b. To a Union representative to discuss, informally or formally, with the appropriate management official/supervisor any complaint the Union may have concerning matters under this agreement.

To the employee and the designated Union representative for preparing and presenting the grievance.

ARTICLE 14

ARBITRATION

Section 1: If the Employer and the Union fail to resolve any grievance processed under the negotiated grievance procedure, such grievance, upon written request by either party within thirty (30) calendar days after issuance of a final decision, may be submitted to arbitration. The cost for requesting a list of arbitrators will be born by the requesting party.

Section 2: Within five (5) working days from the date of the request for arbitration, the parties shall jointly request the Federal Mediation and Conciliation Service to provide a list of names of seven (7) impartial persons qualified to act as arbitrators. The parties shall meet within five (5) working days after the receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, the Employer and the Union will each strike one arbitrator's name from the list of seven (7) and will then repeat this procedure. The remaining name shall be the duly selected arbitrator.

Section 3: If for any reason the Employer or the Union refuse to participate in the selection for the arbitrator, the Federal Mediation and Conciliation Service shall be empowered to make a direct designation of an arbitrator to hear the case.

Section 4: The arbitrator's fee, travel, per diem, recording and transcripts costs shall be borne equally by the Employer and the Union. The arbitration hearing will be held on the Employer's premises during the regular day shift hours of the basic work week. All participants in the hearing shall be in a duty status.

Section 5: The arbitrator will be requested to render his/her decision as quickly as possible but, in any event, not later than thirty (30) days after the conclusion of the hearing unless the parties mutually agree to extend the time limit.

Section 6: The arbitrator's decision shall be submitted to the Employer and the Union in writing. The arbitrator's decision will be final and binding except that either party may file an exception to the Federal Labor Relations Authority subject to their regulations. The provisions of Section 709(f) of Title 32, U.S.C. are excluded from binding arbitration.

Section 7: The grieving party will have the option of any one of the following arbitration procedures:

- a. A stipulation of facts to the arbitrator may be used when both parties agree to the facts at 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.
- b. An arbitrator inquiry may be used when a formal hearing would serve no purpose. In this case, the arbitrator would make such inquiries as he/she deemed necessary (e.g., inspecting work sites, taking statements).
- c. A submission to arbitration hearing may 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.

- d. A mini-arbitration may be used to expedite the resolution of the grievance. In this case, the arbitrator would make such inquiries as he/she deemed necessary, prepare a brief summary of the facts and render an on-the-spot decision.

Section 8: The arbitrator's award shall be limited to the issue(s) presented and shall not change, modify, alter, delete, or add to the provisions of this agreement.

ARTICLE 15

HOURS OF WORK

Section 1: The administrative workweek is established as Sunday through Saturday with Sunday as the first day. The basic workweek is established as the first forty (40) hours, normally Monday through Friday, worked during the administrative workweek by each technician.

- a. The Employer has the right to continue all presently established work shifts and to establish new work shifts as required by the mission. It is agreed that before changing work shifts and/or hours the Employer will provide the Union notification and fulfill its obligation to negotiate, as appropriate, Union rights provided in Section 7106 (b) (2) and (3), when requested, concerning changes to the hours of work. All five weekdays can be covered through the use of split schedules. Management will identify the appropriate work schedule for all personnel. The number of work hours in each day and the number of work hours in each week may vary as may be required to perform the mission.
- b. Changes to the basic work schedule will be published with as much notice as possible. Notice will be posted seven (7) days in advance. The notification requirement can only be waived in cases where the mission of the Employer would be seriously handicapped or if costs would be substantially increased. If an employee is TDY or on leave and cannot be notified of a change in work schedule by the seven (7) day posted schedule the supervisor will make every attempt to give the employee seven (7) day advance notification either verbally or in writing. In any case, documentation is required in cases where notification is less than seven (7) days due to reasons beyond the supervisor's control. For those sections that require posted work schedules, changes in their posted work schedule will be initialed and dated by the supervisor at the time of the change.
- c. Changes in work schedules and work hours may be made on an individual basis when necessary to perform the assigned mission of the Employer and will be distributed equitably among eligible and qualified employees to the extent possible. A change in work hours will not be used as a disciplinary action. The Comptroller will maintain a record of employees who work other than the basic workweek and basic work hours. This record can be reviewed by the Union Representative upon request.
- d. Employees may trade shifts on a permanent or temporary basis if both agree, they are both qualified to perform the duties, and a request is submitted to and approved by the supervisor.
- e. A lunch period of forty-five (45) minutes, free of duty, is authorized beginning not earlier than 1100 and not later than 1230 hours. Breaks in work hours of more than forty-five (45) minutes shall not be scheduled in any basic workday. Supervisors will schedule their personnel to insure that work areas are covered during lunch periods. Lunch schedules may be published for each work area.
- f. If an employee is not given an opportunity to take a lunch period as described above, and an employee cannot leave their work area due to mission need, the employee will receive a twenty (20) minute on the clock lunch. The employee must remain in the work area and be prepared to perform required duties. This will allow the duty day to end 45 minutes prior to

the scheduled end of the duty day or for the employee to earn compensatory time if approved by appropriate management official. The employee may reschedule their lunch to a later time in lieu of this procedure if approved by the supervisor.

Section 2: No more than five (5) minutes will be allowed for personal hygiene time prior to the end of the workday, if the work processes so require. An additional five (5) minutes will be granted for those who require a shower provided a shower is available. Nothing in this section is intended to imply that employees have been relieved of their duty obligations prior to the end of their scheduled tour of duty.

Section 3: Employees will be given one fifteen (15) minute break period for each four (4) hour period of continuous work. The break period will normally be at the mid-point of the four (4) hour work period.

ARTICLE 16

COMPENSATORY TIME

Section 1: Compensatory time work assignments will be distributed as equitably as possible among qualified employees. Supervisors will not assign compensatory time work as a reward or penalty; and will give consideration to all circumstances, including employees' personal problems, when assigning compensatory time work. A record of compensatory time performed will be maintained in the affected work area and may be reviewed by the employee upon request.

Section 2: The Employer agrees to provide the employee with as much advance notice, through supervisory chain, as possible when the assignment of compensatory time work as an extension of the normal workday is required. The Employer will make every attempt to provide the employee with at least two (2) hours advance notification. When the requirement to work compensatory time no longer exists for an employee that has been notified, the Employer will provide the employee with a minimum of two (2) hours work, if desired by the employee, provided such work is available. Employees selected to work compensatory time on days outside their basic workweek will be notified by their supervisor as soon as possible, but no less than twenty (20) clock work hours prior to duty day unless a shorter notification period is absolutely necessary due to unforeseen requirements.

Section 3: Employees who perform compensatory time work as an extension of the normal workday will be allowed a fifteen (15) minute rest period in keeping with that described in Article 15. Workers who are required to work compensatory time work without prior notices in emergency cases, will be allowed to phone their respective homes without cost to the employee. The phone call will not exceed three (3) minutes duration. The employee will log the call in accordance with base policy.

Section 4: Employees in trainee status, or on details, shall be considered for compensatory time work in the same manner as other employees, provided employees possess required and necessary qualifications to perform the work.

Section 5: Employees who perform compensatory time work as an extension of the normal workday will not be required to take a meal period. However, if the employee elects to take a meal break during the period of compensatory time worked, the meal period will be free of duty and will not be included as compensatory time worked. When time off for meal break is not possible, a period of twenty (20) minutes or less may be counted as time worked for which compensation is allowed. Where such an on-the-job lunch period is in effect, employee(s) must spend the time in close proximity to their work stations and must be available for work.

Section 6: Employees called in to work outside and unconnected with their basic workweek, shall be furnished with a minimum of two (2) hours work. In addition, any employee called in to work under the provisions of this section may be promptly released upon completion of the work that he/she was called upon to perform.

ARTICLE 17

HOLIDAYS

Section 1: Eligible employees shall be entitled to all holidays that are established by law, and those that may be added by law, and all holidays designated by Executive Order shall be observed as regular holidays.

Section 2: If an employee works on a holiday falling on one of his/her regular work days, or on a day designated as his or her "in lieu of holiday", he/she will be entitled to premium pay.

Section 3: The Employer will strive to insure that all employees are free to observe holidays.

Section 4: The Employer will equitably distribute holiday work among eligible and qualified employees.

Section 5: Accurate records of holiday work assignments for employees will be maintained on the time and attendance cards, and these cards will be made available to the Union, upon request, in case of a grievance.

Section 6: If a holiday falls on a regularly scheduled day off (Monday through Friday), the prior regularly scheduled workday will be their day off in lieu of the holiday, in accordance with Section 6103(b)(2) of Title 5, United States Code, and Executive Order 11582.

ARTICLE 18

LEAVE

Section 1: The Employer and the Union agree to follow the applicable leave regulations.

Section 2: When requested, the employee will project annual leave for a week or more, for the calendar year. The Employer will attempt to make leave available to each employee as requested, including extended leave forecasts so long as the employee's absence does not adversely affect the ability of the section to perform its mission. The Supervisor will approve or disapprove the request for leave as soon as possible but not later than five (5) work days prior to leave start date and return duplicate to the employee. Previously approved leave will not be canceled by the Employer except for reasons of such magnitude that the employee absence would impair the mission of the Arkansas Air National Guard at Little Rock AFB.

Section 3: Subject to mission requirements, and in accordance with the procedures in the Supervisor's Handbook, leave without pay may be granted an employee to serve as an employee, officer, or representative of the Association of Civilian Technicians (ACT) for a period of one (1) year. Subject to the needs of the Employer, extensions may be granted upon request. Extensions will be requested in writing to the Employer forty-five (45) days prior to the expiration date of the original Leave Without Pay (LWOP) grant. When an employee is on LWOP, under the provisions of this article, he/she shall be entitled to return to a position of comparable grade, status, and pay if such position is available in the Air Technician Manning Document supporting the technician's military organization. If a comparable position is not available, the offer of the best vacancy available for which the employee is qualified will be made.

Section 4: Every employee shall earn sick leave at the rate of four hours per pay period or at the rate which is set by regulation or statutes. Sick leave shall be used in accordance with applicable laws and regulations, including but not limited to Federal Employees Family Friendly Leave Act and the Family Medical Leave Act. It is the responsibility of the employee to appropriately identify requests for sick leave under FEFFLA or FMLA at the time the request is made. No employee shall be required to present a doctor's certificate (certificate defined in Article 1) for any sick leave unless that employee has been placed on leave restriction or the absence is in excess of three days if required by management. 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 the beginning of the workday. Failure to report, in person or by telephone, within the proper time frame will result in the individual being placed in an appropriate leave status for the period of absence prior to notification.

Section 5: Sick leave, not to exceed 240 hours at any one time, may be advanced to an employee subject to the following:

- a. Procedures contained in the Supervisor's Handbook.
- b. Request for advancement of sick leave will be supported by a medical certificate.
- c. All available accumulated sick leave will be exhausted before advancement.

- d. Annual leave that would otherwise be forfeited is used.
- e. There is reasonable assurance that the employee will return to duty to earn and repay advance credits.

Section 6: The Employer will provide LWOP in accordance 'with the Family and Medical Leave Act, including but not limited to care of the employee's spouse, child, or parent with a serious health condition, or a serious health condition of the employee that makes the employee unable to perform his/her duties. LWOP may be granted upon request by the employee at management's discretion. The Agency agrees to consider LWOP for situations such as:

- a. Job related training/education which would be of benefit to the Agency.
- b. Recovery from illness and/or disability.
- c. Personal or family emergencies.
- d. Employees who do not have leave to their credit.

Section 7: The Employer and the Union fully endorse the blood donor program. 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 for phoresis donors. 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 the blood center or hospital personnel.

Section 8: 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 or court leave in accordance with applicable regulations. If the employee is released from Jury Duty prior to the end of the scheduled work day, they will return to their work station.

Section 9: 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. Inclement weather procedures will follow The Adjutant General's Inclement Weather Policy that has been negotiated with the union through I & I procedures.

ARTICLE 19

TDY AND TRAVEL

Section 1. GENERAL: A TDY will be announced as soon as information on the assignment is available. Selection of employees for temporary duty assignments will be based upon official necessity and qualifications of the individual to best perform the mission required without regard to sex, race, religion or national origin. So far as necessary in the full performance of their position duties, employees are responsible for responding to temporary duty assignments in the same manner as to duties at their permanent duty station. The Employer agrees to attempt to insure that problems created by TDY assignments will have a minimal impact on morale of the individual technician.

Section 2. ASSIGNMENT OF QUALIFIED TECHNICIANS:

- a. TDY will be assigned on a fair and equitable basis. Management will request and receive input from employees in each section pertaining to TDY assignments. All personnel in each section will establish an internal policy/procedure (i.e. trip roster, written plan, etc), based on individual section concerns. In the event of disputes within a section that cannot be resolved, a rotating trip roster of eligible employees will be developed and trips will be assigned based on roster position. If an established roster is currently in use it may remain in effect. There will be no restriction on an individual participating in TDY assignments unless a law, rule or regulation prohibits participation.
- b. In the event of special mission requirements, management retains the right to assign personnel to TDYs dependent on the mission, training and personnel qualification requirements of the TDY
- c. Technicians selected for assignments involving travel may be excused for justifiable reasons. In case of denial of request to be excused, the reasons will be fully explained to the employee.

Section 3. STATUS: The Employer agrees that an employee required to travel may do so in a Technician status in accordance with applicable mission requirements and directives.

Section 4. MODE OF TRANSPORTATION: Employees will use the method of transportation administratively authorized on travel orders as most advantageous to the Government. Any additional cost or time resulting from use of a method of transportation will be the employee's responsibility. Travel by privately owned conveyance may be authorized when employees are engaged on official business. Travel by privately owned vehicles will not be directed but may be authorized at the Employer's discretion. When an employee uses a privately owned conveyance as a matter of personal preference while traveling, reimbursement will be in accordance with applicable regulations and Joint Travel Regulations. Compensatory time gained will not exceed that of which is granted to employee's traveling by government conveyance.

Section 5. WORK SCHEDULES: Work schedules will be the same as those of the technician when not in a TDY status. Time exceeding the established workday will be handled in accordance with Section 7 below.

Section 6. *WORKING CONDITIONS:* The Employer agrees that every reasonable effort will be made to insure that adequate numbers of technicians will support each TDY to insure the health, safety, welfare, and morale of each technician. Employer further agrees to make every effort to ensure technicians are not required to occupy substandard quarters.

Section 7. *COMPENSATORY TIME:*

- a. Time spent traveling away from the permanent duty station is “hours worked”. The time is not only “hours worked” on regular workdays, but also during the non-workdays. Compensatory time will also be granted for time spent in “standby” status when directed by appropriate management official.
- b. When practical, travel will normally be arranged within the employee’s scheduled hours of work.

Section 8. *HOME STATION WORKLOAD:* The Employer acknowledges that a TDY may create additional workloads for technicians who remain at home station. Every effort will be made to keep workloads and special details to a minimum.

Section 9. *PRUDENCE IN TRAVEL/ORDERS:* A technician on TDY will exercise the same care in incurring expenses and accomplishing a mission that a prudent person would exercise if traveling on personal business. Excess costs, circuitous routes, delays or luxury accommodations unnecessary or unjustified in the performance of a mission are not considered acceptable as exercising prudence. Technicians will be responsible for excess costs and any additional expenses incurred for personal preference or convenience. TDY orders will be prepared and delivered as early as possible in advance of departure. Orders will be published IAW applicable directives/regulations. Civilian status TDY orders will reflect both civilian and military grades when authorized by applicable directives.

Section 10. *AUTHORIZATION FOR TRAVEL:* All travel on military aircraft shall be by technicians authorized to do so under appropriate directives/regulations governing that type of travel.

Section 11. *PER DIEM:* Per Diem for travel or TDY as a technician shall be paid at the applicable rate in accordance with appropriate travel directives/regulations.

Section 12. *SPECIAL:* Any person traveling by a mode of authorized transportation other than by the directed means, shall be paid a maximum equivalent to the constructive cost most advantageous to the government. When the actual Privately Owned Vehicle (POV) costs are less than the constructive costs reimbursement will be in the amount of the actual costs. All time used, outside the constructive time, will be in an authorized leave status. An employee with a medical certification limiting travel shall not be required to travel except in an emergency.

Section 13. *NOTICE:* Each employee shall be given as much notice as possible prior to traveling.

Section 14. *TRAVEL VOUCHERS:* The employee will submit a travel voucher, DD Form 1351-2, to the Accounting and Finance Office in all cases when travel is completed. The voucher should be submitted within five (5) workdays after completion of travel. The filing of travel vouchers and

time spent obtaining per diem/travel arrangements may be accomplished while on duty status. A trained individual is normally available to advise/assist the technician with such vouchers during normal duty hours.

ARTICLE 20

POSITION DESCRIPTION

Section 1. *POSITION DESCRIPTION:* Position descriptions will be an accurate listing of the major duties and responsibilities that are required by the Employer to be performed by the affected technician(s). Each employee and his/her supervisor will be furnished a copy of his/her current position description. Subsequent changes to the position description will be furnished to and be discussed with the employee. The Employer retains the right to prescribe specifically in an addendum to the position description any duties he/she wishes to assign to an employee or position. Changes to position descriptions or addendums must be coordinated with and cleared by HRO prior to implementation. Each employee will be assigned to duties appropriate to his/her position description. When a new or revised position description (PD) is implemented, the affected technician(s) will receive a copy. The parties acknowledge that employee's position descriptions are a basis for classification and pay determination.

Section 2. *OTHER DUTIES AS ASSIGNED:* The term "other duties as assigned" are any duties not listed in the Position Description that are accomplished less than 5% of the time and are not regular and recurring. These do not meet critical element or major duty criteria. Consistent with management's right to assign work management will make reasonable efforts to assign work in a way that is reflective of the employee's position description. If unrelated duties are assigned on a regular and recurring basis, the position description should be amended or re-accomplished to include such duties. Proper classification procedures will be followed. Work assignments shall not be in violation of prohibited personnel practices nor any relevant law, rule, regulation or this agreement. When general clean up is required assignments will be made on an equitable basis without regard to rank, grade, or sex. Exceptions will be allowed for documented medical restrictions which may preclude participation or endanger the health of the technician. Employees will not be assigned any duties as a substitute for discipline.

Section 3. *ADDITIONAL DUTIES:* It is acknowledged that there are vacancies that exist from time to time that are not or cannot be filled due to management decisions; these duties may be equitably distributed among the remaining work force within the area of concern on a fair and equitable basis. The Employer agrees to fill, when possible, bargaining unit vacancies that impact bargaining unit members with additional duties and/or details.

ARTICLE 21

JOB CLASSIFICATION

Section 1: A technician within the unit who believes that his/her position is improperly classified shall have the right to request his/her immediate supervisor to review the classification of his position, provided it relates to the official position he/she currently occupies, as shown on his/her position description.

Section 2: If the technician is not satisfied with the results of the review, he/she may file a written Classification Appeal through supervisory channels, to the attention of the Human Resource Office (HRO). The HRO will furnish the technician and his representative with information on appeal rights and procedures. If desired, the technician may be assisted by the Union in preparing his appeal. The technician and his representative, if chosen, will be allowed a reasonable amount of official time to prepare and submit an appeal.

Section 3: Normally, technicians shall not be required to perform work outside of their classification, except for periods of short duration and in the event of necessity.

Section 4: The Employer will notify, in advance, a technician and the Union when any Job Reclassification action is to be taken that will have an adverse affect on the technician's pay, position, or grade.

ARTICLE 22

DETAILS

Section 1. TEMPORARY ASSIGNMENT: A detail is an official personnel action temporarily assigning a technician to a different established position, or to a pending position, for a specified period of time, with the technician returning to his/her regular assignment at the conclusion of the detail. Details are intended to meet temporary emergency workload situations, absences of employees, or other types of manpower needs that cannot be met by normal personnel placement actions. 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 laws and regulations. Details will not be made to vacant positions solely for the purpose of evading the Merit Promotion System.

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 higher level or in a different line of work shall be rotated between qualified employees to the extent possible. Supervisors involved will coordinate to ensure that mission requirements and employee qualifications are met in the rotation process.

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.

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. TEMPORARY PROMOTION: If an employee is detailed to a higher graded position in excess of thirty (30) days, he/she will be promoted to the higher grade on a temporary basis. Temporary promotions are limited to 120 days without competition. If the temporary promotion is to remain in effect more than 120 days, the position will be advertised and merit placement procedures will be utilized.

ARTICLE 23

MERIT PLACEMENT

Section 1. All personnel actions shall be consonant with the spirit and intent of this article, applicable regulations, the NGB Merit Placement Program and the Civil Service Reform Act. Selection will be free from any taint of favoritism, nepotism, patronage or discrimination. The employer will ensure that all qualified people have equal opportunity for promotion in accordance with this article.

Section 2. OBJECTIVES:

- a. This article will be used for filling bargaining unit vacancies in the excepted and competitive service of the technician work force and the same qualification criteria utilized for promotion and competitive reassignments. Qualification criteria for trainee positions, upward mobility, and other exceptions will be established, by appropriate management officials, in accordance with the law, rule and applicable regulations.
- b. To present for the employer's consideration qualified applicants.
- c. To give technicians an opportunity to receive fair and appropriate consideration for higher level jobs.
- d. To insure maximum utilization of technicians.
- e. To provide an incentive for technicians to improve their performance and develop skills, knowledge, and abilities.
- f. To provide attractive career opportunities for technicians.

Section 3. EMPLOYEE RESPONSIBILITIES: Individuals are responsible for familiarizing themselves with the provisions of this article and assuring that applications are accurate and complete in relation to the present duties being accomplished and the position being applied for.

Section 4. . EXEMPTIONS TO COMPETITIVE PROCEDURES, AS INDICATED IN ARTICLE #4, SECTION 2 INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING:

- a. Promotion due to the issuance of a new classification standard, the reclassification of a position, or correction of a classification error, provided that all incumbents are to be affected equally.
- b. Placement of over-graded technicians entitled to grade retention as a result of RIF or reclassification or TAG determination.
- c. Promotion when competition was held earlier (i.e., position was advertised with known promotion potential).

- d. Re-promotion to the same grade or an intervening grade of a position from which a technician was demoted without personal cause and not his/her own request, if the down-grading has occurred within two (2) years.
- e. Trainees to the full grade of the position if the trainee has received the position through previous competition.
- f. Position changes required by the RIF article of this agreement.
- g. Employees will be placed on a priority list for a position at the same or lower grade than the one last held. This provision is applicable to those who have lost employment within the past two (2) years.
- h. Temporary promotion for 120 days or less.
- i. Detail for less than 120 calendar days to a higher graded position or to a position with known promotion potential.
- j. Key Staff Appointments

Section 5. TEMPORARY POSITIONS: Appointments with indefinite time limitations will normally be announced and filled using the procedures within the merit placement plan and this article.

NOTE: Any technician employed on a temporary basis will not be considered as Area 1 candidates for job announcements.

Section 6. VACANCY ANNOUNCEMENTS:

- a. As a minimum, the vacancy announcement will contain the following information:
 1. Title, series, grade, and salary range of the position.
 2. Type of appointment.
 3. Military requirements - applicant does not have to be assigned to the position or possess the AFSC to apply or be considered for selection.
 4. Summary of duties and minimum qualifications, general and specialized experience requirements.
 5. Organization and geographical location of the position.
 6. Information regarding known potential, if any.
 7. Opening and closing dates and how to apply.
 8. Equal employment opportunity statement.
 9. The knowledge, skills, and abilities factors by which applicants will be rated for the position, if a panel is required.
 10. Whether or not trainees will be accepted.
 11. Appropriate application formats. (i.e. SF 171, OF 612, Resume, etc.)
 12. Area of consideration.

13. Selection Placement Factors: Any special job requirements, i.e., security clearance, driver's license.
14. Appropriate forms as indicated on the announcement.

Section 7. VACANCY POSTING: Vacancy announcements will be posted for a minimum of fifteen (15) calendar days, in a central location within each of the major work facilities. Exceptions to the 15 day requirement may be made by The Adjutant General or his designated representative. Justification must be provided to support a shorter advertisement. A COPY WILL BE PROVIDED TO THE UNION PRESIDENT.

Note: Bargaining unit positions will be on blue paper when possible.

Section 8. AREAS OF CONSIDERATION: The areas of consideration for each specific position vacancy announcement will be in the following manner and sequence:

- a. Bargaining unit positions:
 - (1) Area One: All onboard Air National Guard technicians on Little Rock AFB and Camp Robinson.
 - (2) Area Two: All members of the Arkansas Air National Guard or those eligible for membership.
- b. For vacant bargaining unit positions the initial area of consideration will be all civilian technicians (excepted and/or competitive) in the bargaining unit specifically excluding all AGR personnel. 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.
- c. For vacant competitive positions, the initial area of consideration will be currently employed technicians (excepted and/or competitive). In the event there are no qualified applicants, the DOD stopper list must be cleared prior to any announcements outside the current workforce. Competitive employees who qualify for positions advertised as area one, will be considered as area one candidates for the purposes of initial competition as provided in Section 8b above.

Section 9. APPLICATION PROCEDURES: The appropriate application is the document by which the individual's qualifications for the position is determined. It must, therefore, reflect the applicant's current and past employment data as all duty assignments, qualifications, and training.

Complete and accurate data is essential to insure fair evaluation of candidates. APPLICANTS SHOULD SPECIFICALLY ADDRESS THE BASIC ELIGIBILITY FACTORS (WHICH INCLUDE GENERAL AND SPECIALIZED EXPERIENCE) AND THE KSA FACTORS AS STATED ON THE VACANCY ANNOUNCEMENT. Along with the application form discussed below, supplemental forms or computer generated attachments, that show all of the candidate's qualifications may be submitted. Applications will be submitted as follows:

- a. Technicians will apply by submitting an SF 171, OF 612, Resume or another written format.
- b. Applicants are encouraged to complete a new application for each position they are applying for and to contact the Human Resource Office Staffing Specialist for assistance in completing their application.
- c. Employees scheduled for TDY may notify the HRO Representative of their temporary address and request job vacancy announcements be forwarded to them with appropriate application forms.
- d. Applications will be mailed direct, placed in the internal mail system or hand carried by the applicant to the HRO or designated representative so as to arrive prior to noon of the first workday following the closing date specified in the EOA. Government postage will not be utilized to mail the application. FAXs will not be accepted.

Section 10. TIME LIMITS: The selection process, including the rating and ranking panel, will be concluded as soon as possible (normally within 60 days) after close of the EOA.

Section 11. ESTABLISHMENT OF KSA FACTORS: The knowledge, skills and abilities factors (KSA) required for the position to be filled will be prepared by the HRO with input from the appropriate supervisor, prior to the advertisement of the position.

Section 12. PROCESSING APPLICATIONS: The HRO will evaluate the application to determine that the applicant meets the basic qualifications of the advertised position. KSA's are used in the rating and ranking process - not to determine basic eligibility.

- a. The Human Resource Office will ascertain that only applications that are received as described in Section 9d above are forwarded for consideration.
- b. If there are seven (7) or more qualified applicants, the HRO will appoint a rating panel for the purpose of rating the candidates to determine the best qualified candidates. If there are less than seven (7) applicants, the HRO will provide the selecting official with the applications and selection certificate for evaluation.

Section 13. RATING PANEL: Rating panels shall be established for the purpose of rating and ranking candidates for the position to be filled when required.

- a. The rating panel will consist of not less than three (3) members. If possible, the members will be subject matter specialist in the major section of the position being evaluated. One member will be an individual outside the affected major section. An HRO representative will serve as a non-voting advisor to the rating panel. Rating panel members will be appointed by letter. The union will be provided a copy of the rating letter.
- b. To avoid the appearance of a conflict of interest, the nominating official should not serve as a member of a panel convened for the purpose of rating or ranking candidates for vacancies within his area. Candidates for the vacancy cannot serve on the rating panel.

- c. When required, a rating panel will be convened as a body at a time and place, as designated by the HRO, for the purpose of rating and ranking candidates for the advertised vacancy.

Section 14. REFERRAL OF CANDIDATES: Following the evaluation of candidates, the HRO will refer the six highest rated candidates to the selecting official. Candidates will be listed in alphabetical order on the referral and selection certificate. Applications and supporting documents submitted by candidates will also be forwarded to the nominating official for each certificate.

The crediting plan is established in the Arkansas National Guard Merit Placement Plan and provides a system for rating and ranking applicants. The plan is included in this contract and is identical to the crediting plan in the merit placement plan. It is included to inform the bargaining unit members of the procedure currently used. As determining the qualifications required to carry out the mission of the 189th Airlift Wing is a management right, nothing in this contract shall restrict management from changing the crediting plan in the merit placement plan or from using an alternative crediting plan to determine the applicants that best meet the needs of the organization. If the crediting plan is changed the union will be provided it's I&I bargaining rights.

- a. Evaluation panels: Evaluation panels will consist of three members, and normally must include a representative of the HRO and two subject matter specialists of equal or higher grade than the position to be filled. Neither the nominating official nor the nominating official's supervisor should be eligible to serve as a subject matter specialist. The evaluation panel will carefully screen applications, determined by the HRO Staffing Specialist to meet minimum qualification requirements, by evaluating those KSA factors which deal with prior experience relating to the job applied for. The panel may also review applications from individuals determined not qualified by the Staffing Specialist. Prior experience will be evaluated in terms of quality in relation to the general and specialized requirements of the position. Each KSA relating to experience will be rated in the following categories:
 - (1) "A" level experience: Candidate possesses type and quality of experience that substantially exceeds the basic requirements of the position, including selective placement factors, and that would allow the candidate to perform effectively in the position almost immediately, or with a minimum of training and/or orientation.
 - (2) "B" level experience: Candidate possesses type and quality of experience that exceeds the basic requirements of the position, including selective placement factors, that would allow the candidate to perform effectively in the position within a reasonable period of time (e.g., three to six months).
 - (3) "C" level experience: Candidate satisfies the basic requirements of the position with respect to experience, including selective placement factors, but:
 - (a) Type and quality of experience beyond that which is basically required is minimal, and/or
 - (b) Extensive additional training and/or orientation (e.g., six months or more) would be required to enable the candidate to satisfactorily perform the duties of the position.

- b. Evaluating Training/Education: One or more KSAs will be devoted to the training or education which are prerequisites for performance of the position. Both the general level of education and/or specific training schools/courses, which the selecting official feels are necessary to allow for full performance of the job, should be addressed in the KSA(s). Each KSA relating to training/education will be rated in the following categories:
- (1) "A" level training/education: Candidate possesses the type and quality of training/education which substantially exceeds all of the basic general and specific requirements called for by the HRO Staffing Specialist/selecting official/subject matter specialist.
 - (2) "B" level training/education: Candidate possesses the type and quality of training/education which essentially meets both the general and specific requirement called for by the Staffing Specialist/ selecting official/subject matter specialist.
 - (3) "C" level training/education: Candidate essentially meets either the general or specific training/educational requirements, but not both; further training or education would be required to qualify the individual at the 'B' level.
 - (4) The point value assigned to A, B, and C levels is determined by the number of KSA factors used (see following chart). Points awarded for both experience and training/education KSAs are recorded on AG AR ARK Form 690 and transferred to AG AR ARK Form 691.

POINT VALUES OF CATEGORY RATINGS

Three KSA Factors	Four KSA Factors	Five KSA Factors	Six KSA Factors	Seven KSA Factors	Eight KSA Factors
A 33.3	A 25.0	A 20	A 16.6	A 14.2	A 12.5
B 28.3	B 21.2	B 17	B 14.1	B 12.1	B 10.6
C 23.3	C 17.5	C 14	C 11.6	C 10.0	C 8.7

Example: Using five KSA factors, a candidate's combined rating of AABBC (20, 20, 17, 17, 14) converts to 88 points.

- (5) All qualified candidates' points from AG AR ARK Form 691 will be averaged to determine the cutoff between the best qualified and qualified candidates. When averaging produces less than the maximum number of candidates specified in paragraph 11a(2) or 11a(3), additional qualified applicants will be added to provide the maximum number allowable. When averaging produces more than numbers specified, the lowest ranking applicants will be removed to provide only the maximum number allowable.

Section 15. ACTIONS BY THE NOMINATING OFFICIAL: The nominating official has the right to select or not select any of the candidates referred to them. The nominating official will proceed as follows:

- a. Provide for a fair and impartial interview of each eligible candidate listed on the referral and selection certificate who is available for interview. If personal interviews are not possible,

telephone interviews will be conducted. This provides another means of evaluating and comparing and gives eligible candidates a chance to discuss the position and their qualifications.

- b. After interviewing the candidates, make the nomination, or provide written definitive justification to the HRO for non-selection for each candidate on the referral and selection certificate based on placement factors. This justification procedure is for the technician announcement and technician selection or non-selection only.
 1. For the purpose of this section, “definitive” means: a reason for non-selection which provides a non-selected candidate with the job related information as to an area or areas where the applicant needs to improve.
 2. Once justification has been accepted by the HRO, the remaining candidates will be submitted to the selecting official for consideration.
 3. The nominating official will then complete the actions in paragraph a, for those candidates.
 4. After interviewing, should the nominating official conclude that none of the remaining candidates are to be selected, he/she will complete the requirements of this section prior to requesting, in writing, a different technician advertisement process.
- c. If a selection is made from the referral and selection certificate, the nominating official will sign and return the certificate to HRO.
- d. Insure employees hired in a trainee status will be informed of the approximate duration of the training necessary to become fully qualified.
- e. If for some administrative reason the selection process cannot be completed, the selection package will be returned to HRO.

Section 16. HUMAN RESOURCE OFFICE (HRO) ACTION:

- a. Notify the individuals on the certificate of their selection or non-selection.
- b. Notify those qualified candidates that did not rate high enough to be placed on the referral certificate.
- c. Arrange an effective date of selectee.
- d. Advise, in writing, those individuals who did not meet the qualifications required for the position.
- e. When the nominating official non-selects the entire referral and selection certificate, HRO will ensure the justification provided for each candidate is IAW Section 15b.

Section 17. RELEASE OF SELECTEE: After selection for promotion/ placement, technicians must be released promptly from their position. Release will normally be within two (2) weeks after the selection, on the 1st day of the next pay period.

Section 18. EXPIRATION OF REFERRAL CERTIFICATE: If the vacant position is not filled, the referral certificate will remain in effect for six (6) months unless all applicants on the certificate agree in writing to withdraw from the certificate.

Section 19. RECORDS RETENTION: Sufficient records are required to allow reconstruction of the placement action to provide for an evaluation of the merit promotion/ placement plan, for a clear record of the actions taken, for proof that the filling of technician vacancies are being made on a fair and equitable basis in accordance with the merit placement plan.

- a. The following records are to be maintained in the HRO:
 1. Copy of the vacancy announcement.
 2. Copy of all appropriate applications and attached documents.
 3. Forms used in the evaluation and rating process.
- b. Records are to be maintained as required in the ARMY MARKS records keeping system. If a grievance is pending, records will be maintained until resolution of said grievance.

Section 20. GRIEVANCES:

- a. A technician who believes that proper procedures were not followed in a particular placement action for which they were an applicant may present a grievance under the grievance procedures agreed to in this contract. A grievance will not be considered when it is based solely on non-selection.
- b. The employer, upon written request, will submit to the Labor Organization any material utilized in assessing the qualifications of the eligible candidates in an alleged promotion action. The request must indicate the particularized need for the information provided. Confidentiality of promotion material will be maintained by the Labor Organization. Records will be sanitized to comply with the Privacy Act.
- c. If a grievance concerning merit promotion has been initiated, no action to cancel the vacancy announcement will take place in order to avoid a grievance, until the grievance is resolved.

Section 21. COMPREHENSIVENESS: This article in accordance with the merit placement plan is designed to provide for the selection of bargaining unit positions in the most common type promotion opportunities that will occur.

Section 22. INQUIRIES: Should a non-selected technician wish to know the possible reason(s) for non-selection, they may request an administrative review of their rating. The HRO will address the areas where improvement (if any) can be made to enhance the individual's promotion potential.

NOTE: The intent herein is not for the employee to grieve his non-selection but to provide the employee an awareness of potential weakness. This will not preclude an employee from filing a grievance under the provisions of Section 19 of this Article.

ARTICLE 24

PERSONNEL RECORDS

Section 1: Employees will be permitted to see and review the Official Personnel Folder (OPF) as authorized by applicable publications.

Section 2: To the extent authorized by applicable publications, an employee upon oral or written request to the Human Resource Office (HRO), may view his/her Official Personnel Folder. Access to an individual's OPF may be granted to a specified Labor Organization Official upon receipt of a written consent from the employee concerned.

Section 3: Management and the Union will protect all pertinent personal data from disclosure. Only authorized personnel, as defined in the Code of Federal Regulations, as supplemented, and the employee or his/her designated representative, in accordance with Section 2 above, will be allowed access to an employee's OPF.

Section 4: The employee may request a representative of the HRO to be available for the purpose of clarifying the contents of the OPF.

ARTICLE 25

PERFORMANCE APPRAISALS

Section 1: 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 rating. The Supervisor will meet with the Technician, normally within thirty (30) days of the beginning of the appraisal year to discuss the performance indicators and critical elements to be applicable for the coming appraisal year. The appraisal period will normally be annually, but not less than 120 days. Critical and non-critical elements will be identified on the Technician's official position description. The Supervisor will provide the Technician an opportunity to discuss and provide input to the expected performance indicators and the identification of the critical and non-critical elements. Consideration will be given to the Technician's input, and the position description will be updated, if required. Disputes in an updated position description will be determined by management, however, applicable classification criteria must be adhered to. Measurement of performance will be fair, objective, reasonable and attainable. The results of the performance appraisal will be used as the basis for training, rewarding, reassigning, within grade and STEP increases, promoting, reducing in grade, removing and assisting Technicians in improving acceptable performance. 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 and non-critical elements with the Supervisor and may not constitute agreement.

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

Section 2: The Technician will be provided a new position description with critical and non-critical elements identified any time changes are initiated. The procedures described above as well as appropriate classification procedures will be utilized to update the position description and critical and non-critical elements or develop new ones.

Section 3: 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 an 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. Before initiating an action to reduce in grade or remove

a Technician based on unacceptable performance, consideration may be given to reassignment to another position for which the Technician is qualified.

Section 4: 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 removed) which identifies the critical and non-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.

Section 5: A Technician whose reduction in grade or removal is proposed 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. At the discretion of the Adjutant General, the effective date of separation or reduction may be extended awaiting the final decision of the grievance or appeal.

ARTICLE 26

REDUCTION IN FORCE

Section 1. GENERAL: When it has been determined that a reduction-in-force or downgrade as a result of a reduction in force 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.
- 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. EMPLOYEE'S 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 all reasonable actions to avoid or minimize a reduction-in-force by instituting a hiring freeze, restricting promotions, or taking any other appropriate actions authorized by applicable regulations. This shall be accomplished before the official RIF register is drawn up. Existing vacancies will be utilized to the maximum extent feasible to retain qualified employees who would otherwise be separated. Every effort will be made within budgetary restraints, to retain employees affected by the RIF.

Section 6. DEMOTION: Any employee demoted due to 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.

Section 7. ROSTER: A roster will be maintained by HRO of all overgraded technicians entitled to grade retention as a result of reduction-in-force or reclassification. When vacancies which have not been converted to full-time military positions are to be filled, the names of overgraded technicians, who are qualified for the vacancy, will be forwarded to selecting officials for consideration. This will precede normal placement action.

ARTICLE 27

OUTPLACEMENT

Section 1. *REORGANIZATION OR RIF's*: The Employer agrees that in the event of a reduction-in-force or 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. The Union and Employer agree to mutually participate in finding job opportunities for employees affected by RIF. The working group will seek ways to aid in finding placement opportunities for displaced technicians. The Employer and Union agree to participate in these activities in a joint and equal endeavor.

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 services.
- 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 in the same grade or up to two grades lower than 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.

Section 5: If a vacancy of equal or intervening grade exists within the commuting area for which the technician is fully qualified, the technician will be offered the position. If there is more than one qualified technician in a retained grade status, the selecting official may be given a list from which to make a selection. Grade and pay retention will be terminated when the technician refuses the offer of a position equal to the technician's retained grade.

ARTICLE 28

TRAINING

Section 1: It is agreed that the training and development of each employee is a matter of primary importance. Consistent with it's needs, and with available resources, the Employer's policy will be in support of this program. The Employer agrees to give full consideration to Union recommendations in preparation of the policies and programs relating to the training of technicians.

Section 2: When changes in functions, organization, mission, or equipment affect the work force to the extent that employees are put in different positions for which they are not fully qualified, but for which they meet minimum qualifications, these employees will be afforded the opportunity to be retrained. The Employer shall provide employees cross-training to the extent that such training is in the best interest of both the Employer and the technician and the duties of the employees concerned are compatible to retraining. Some qualifications may be waived in accordance with the provisions of Qualification Standards for General Schedule Positions.

Section 3: An employee may attend a training course in a technician status as prescribed in current and future laws and regulations. Incidental duties at military schools will be performed in accordance with applicable law, rule or regulation. Upon request, the Employer will furnish the procedures for applying for training when such training is job connected and is to be paid by the Employer.

Section 4: Supervisors will identify those situations in the specific work environment where additional training can aid in achieving the mission of the Employer. Available training programs will be discussed with the employees who are eligible for such training.

Section 5: When a technician is required to take an examination related to his/her technician duties, the technician will be given reasonable time to study during duty hours as mission requirements allow.

ARTICLE 29

HEALTH AND SAFETY

Section 1: The Employer agrees to provide a safe and healthful workplace for all employees and will comply with applicable Federal laws, regulations, executive orders, AFOSH and OSHA Standards. All employees are responsible for prompt reporting of observed unsafe conditions and acts to their immediate supervisor or the next level supervisor in his absence. If circumstances dictate, the unsafe condition may be reported directly to the Employer's safety representative. In addition the Union Safety Representative may be notified of the unsafe condition.

Section 2: The Employer and the Union will cooperate in the continuing effort to eliminate accidents and health hazards. A Union representative, normally the Union Safety Representative, will be notified of scheduled workplace health and safety inspections and may accompany inspectors, if mission permits and with supervisor concurrence, during scheduled annual workplace health and safety inspections.

Section 3: Protective clothing, equipment, and prescription safety glasses will be furnished by the Employer in accordance with applicable directives and will be used by the employees. Employees will be provided all job related safety and health training. Medical examinations and screenings will be provided in accordance with applicable medical guidance, tech data, AFOSH and OSHA Standards. Appropriate training will be conducted in accordance with safety rules and regulations , if possible, prior to any foreseeable exposure to any hazards or hazardous materials.

Section 4: When off-station repairs are to be made to aircraft or other equipment, consideration will be given by appropriate personnel as to the method, the means, the number of employees, and the equipment required to ensure such repair is accomplished with complete safety of employees and equipment. All parties will ensure that applicable safety equipment is provided or available at the off-station location.

Section 5: An appropriate Management representative of any work area where there is an unresolved health/safety complaint or a reportable accident will notify the Employer's Safety Representative. In a health or safety complaint or accident involving personal hazard, injury, or death, the Employer's Safety Representative will review the circumstances and cause of the complaint or accident and will include the Union Safety Representative in the review process as permitted by statute and applicable regulations. In accordance with the Department of Labor rules and regulations, the Employer will keep and maintain on-the-job accident and illness reports. The Employer agrees to make applicable safety reports available, when permitted by statute and regulations, to the appropriate Union official when requested.

Section 6: A technician or group of technicians who believe they are being required to work under conditions which are unsafe or unhealthy beyond the normal hazards inherent to the operation in question and believes they are in imminent danger, will cease the activity and advise their first level supervisor or an appropriate Employer representative of the unsafe/unhealthy conditions. The first level supervisor/Employer representative will correct the safety/health situation prior to the resumption of the work activity. If unable to correct the unsafe/unhealthy situation, the Employer's Safety Representative will be notified immediately. If the Employer's Safety Representative is unable to immediately correct the situation, he/she will make notification to the Union Safety

Representative, if technician personnel are involved, and shall review the safety/health situation and respond to the technician or group of technicians and the Supervisory chain. If it is determined an investigation is warranted, it will be made within twenty-four (24) hours for imminent dangers, three (3) working days for potentially serious conditions, and twenty (20) working days for all other conditions.

Section 7: The provisions of this article do not apply to formal motor vehicle or aircraft accident investigations, but they do apply to personnel accidents or health and safety complaints that occur while working with, on, or around vehicles and aircraft.

Section 8: When it has been determined that a job-related illness or injury has occurred, the technician's supervisor or appropriate Management representative will notify the technician of the option to use sick leave or exercise benefits under the Federal Employees' Compensation Act. Information concerning the benefits of the Federal Employees' Compensation Act will be provided by HRO upon employee request.

Section 9: In circumstances where protective clothing or equipment is required to perform tasks such as aircraft washes or fuel system maintenance, employees will be given as much advance notice as possible. In the event of failure of protective clothing or equipment that causes a technician employee to become contaminated with health deteriorating chemicals, the technician will be afforded the opportunity to remove contamination by showering and clothing change prior to continuing duties.

Section 10: The Employer assures any employee with an alcohol problem that his/her request for diagnosis or treatment will not jeopardize his/her job rights or job security and that confidential handling of the diagnosis and treatment of these problems is an absolute fact – not just an assertion

ARTICLE 30

ENVIRONMENTAL DIFFERENTIAL PAY

Section 1: Environmental Differential Pay (EDP) will be paid in accordance with appropriate regulations. Each case involving EDP will be investigated by the Employer's Safety Representative to determine the extent of the hazard and if the situation may be abated. When the Employer's action cannot overcome the nature of the hazard, physical hardship or working conditions, an environmental or hazardous differential may be warranted.

Section 2: The Employer will be responsible for seeking information and clarification on proposed additions and/or changes to environmental differential coverage not clearly resolved by reference to appropriate regulations. In those cases where corrective action does not practically eliminate the unusual severity of the hazards, physical hardships, and working conditions, the Employer will assure that employees exposed to these conditions are properly compensated in keeping with government-wide regulations, as permitted by 5 CFR 532.511.

Section 3: The Employer agrees to appoint one (1) Union representative and one (1) alternate, selected by the Union President, to the 189AW EDP Committee. This committee will meet semi-annually, or as required. Requests to disapprove or discontinue EDP will be reviewed by the EDP Committee and a recommendation forwarded to HRO for approval. The HRO is the final approval/disapproval authority for EDP.

ARTICLE 31

PAYROLL DEDUCTION

Section 1: The Standard Form 1187 for dues deduction will be supplied by the Union and will be used as the authorization of payroll deduction for dues.

Section 2: The completed standard form will be given by the Union to the Civilian Pay Office.

- a. The standard form will be completed and certified as to the amount of withholding and that the member has been advised of the contents of the form, and the individual's earliest date of dues revocation will be annotated on the form and initialed by the individual.
- b. The standard form may be submitted at any time. The effective date for withholding will start the first pay period beginning after the submission of the form to the Civilian Pay Office. Adjustments to dues allotments will occur within two (2) pay periods whenever the member's rate of base pay changes.
- c. An allotment shall be terminated when the employee leaves the bargaining unit as a result of any type of separation, transfer, or other personnel action; upon loss of exclusive recognition by the Union; when the agreement providing for dues withholding is suspended or terminated by an appropriate authority outside DOD; or when the employee has been suspended from the Union. It is the individual's responsibility, when temporarily assigned outside of the bargaining unit, to terminate/maintain dues payments, if the employee so desires, in order to protect Union associated insurances, or other Union benefits.

Section 3: In accordance with DFAS procedures the guidelines for providing information to the Union is as follows. A listing in two (2) copies will be provided to the Labor Organization of those persons from whom a payroll deduction was made. The listing will contain the name and SSAN of the technicians of the Labor Organization having current dues withholding allotments on file, the amount withheld from each member's pay, and a statement showing the total amount withheld. The remittance of Union dues will be provided to the designated address in accordance with DFAS procedures.

Section 4: Upon request the Employer agrees to provide the Union with copies of the standard form for use in revoking dues allotments. These forms will be available in the Union office to those individuals wishing to revoke their dues withholding.

- a. The individual will turn the completed standard form into the Civilian Pay Office.
- b. The standard form shall be forwarded by the Civilian Pay Office for processing the next available pay period.
- c. The first day of September shall be the annual dues revocation date established by this agreement. All dues revocation forms must be received by the Civilian Pay Office not

- d. later than fifteen (15) August. Dues revocation shall not become effective until the first full pay period in September.
- e. New members shall have the option of dues revocation on the first annual anniversary date after the employee's election to participate. Dues revocation form must be submitted to the Civilian Pay Office not later than the last work day in the month preceding the employee's anniversary date. Effective date of revocation will be the first full pay period after the anniversary date. After the first anniversary date, revocation may only be made in accordance with paragraph 4c above.

ARTICLE 32

AGREEMENT ADMINISTRATION

Section 1. *EFFECTIVE DATE*: The effective date of this agreement shall be after execution by the parties and approval by the Agency. Both dates will be made part of the agreement prior to distribution.

Section 2. *AGENCY APPROVAL*:

- a. The head of the Agency shall approve the agreement within thirty (30) days from the date the agreement is executed by the parties if the agreement is in accordance with the provisions of applicable law.
- b. If the Agency does not approve or disapprove the agreement within the thirty (30) day period, the agreement shall take effect and be binding on the Agency and the Union subject to the provisions of applicable law.
- c. In the event that a particular article or section of an article is not approved by the Agency, the remainder of the agreement may take effect as provided by law. The articles or sections of an article not approved by the Agency shall later be incorporated as negotiations or appropriate remedies dictate and subsequent approval by the Agency.

Section 3. *AGREEMENT DURATION*: This agreement will remain in effect for three (3) years from the date of approval by the Agency, or, under provisions of PL 95-454, Section 7114, (c)(3) whichever is applicable. If negotiations for a new contract are not concluded prior to the agreement expiration date, this agreement will remain in effect until a new agreement has been approved. This agreement shall be automatically renewed for a period mutually agreed on 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 the anniversary date of this agreement.

Section 4. *AGREEMENT PRECEDENCE*: Upon approval, this collective bargaining agreement takes precedence over any conflicting provisions in Agency regulations which predate this agreement, as well as those that postdate this agreement.

Section 5. *AGREEMENT AMENDMENTS/SUPPLEMENT*:

- a. This agreement may be subject to amendments or supplements by the parties during the agreement lifetime under one of the following procedures:
 1. Annually, either party to this agreement may submit subjects for negotiations for the purpose of supplementing this agreement with subjects not covered by or contained within this agreement.
 2. Either party may initiate negotiations at the mid-point of this agreement, after service of notice not later than sixty (60) days prior to the mid-point of this agreement.

3. At any time, by mutual consent, for the purpose of amending or providing supplements to this agreement.
 - b. A request for an amendment or supplement to this agreement by either party shall be in writing setting forth the need or reason for the proposed change and a summary of the change.
 - c. Representatives of the Employer and the Union will meet within thirty (30) days to commence negotiations of the proposed amendment or supplement, unless a later date is mutually agreed upon. No changes other than those specified in the summary provided for in paragraph (5)(b) of this article will be considered.
 - d. Approval of an amendment or supplement to the agreement will be accomplished in the same manner as provided for approval of the basic agreement as specified in paragraph (2) of this article.

Section 6. *NEGOTIATING A NEW AGREEMENT:*

- a. If requested, negotiations for a new agreement will commence no later than sixty (60) calendar days after receipt of intent to negotiate.
- b. Thirty (30) days prior to the start of negotiations of a new agreement, representatives of the Employer and representatives of the Union will meet to initiate a Memorandum of Understanding establishing the ground rules for the conduct of negotiations.

IN WITNESS WHEREOF, the parties hereto have entered into this agreement on this 3rd day of October, 2008

**FOR THE ADJUTANT GENERAL
STATE OF ARKANSAS**

**FOR RAZORBACK CHAPTER 117
ASSOCIATION OF CIVILIAN
TECHNICIANS**

//SIGNED//
SCOTT R. BRINKER, Lt Col
Chief Negotiator

//SIGNED//
CHRISTOPHER C. LAGO
Chief Negotiator

//SIGNED//
Ronald W. McDaniel, Lt Col
Member

//SIGNED//
STEVEN T. MITTS
Member

//SIGNED//
RICHARD C. OXNER, Lt Col
Member

//SIGNED//
MICHAEL G. CAFFEY
Member

GRIEVANCE FORM

ASSOCIATION OF CIVILIAN TECHNICIANS (ACT), Razorback Chapter 117

1. Name of Grievant:	2. Duty Phone:
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3. Position/Grade:	4. Duty Site:
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5. Grievance Presented to:	6. Date of Incident:
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7. Background and Nature of Grievance: (Attach separate sheets if required. Describe in detail the incident or action on which the grievance is based. Provide names, dates, times, places, where applicable. Attached supporting documents, if appropriate. State the Article/Section of the Contract or law, rule, or regulation allegedly violated.)

8. Designated Union Point of Contact:

9. Resolution Requested:

10. Informal Grievance: Union Off Initials _____ Mgt Off Initials _____ Date: _____

11. Formal Grievance Steps (Initial, date, and attach previous decisions)

Step #1: _____	Date: _____
Step #2: _____	Date: _____
Step #3: _____	Date: _____

12.

SIGNATURE OF GRIEVANT:	Date:
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13. Record of Receipt: (Management Official will sign and date each step)

Step #1: _____	Date: _____
Step #2: _____	Date: _____
Step #3: _____	Date: _____

*Grievant will complete Items 1 through 12