

**AGREEMENT**

**The Adjutant Generals Department, State of Texas**

**and**

**Texas Air National Guard Council of Locals**

**of the**

**American Federation of Government Employees/AFL-CIO**

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## **ARTICLE 1**

### **RECOGNITION AND UNIT DETERMINATION**

**Section 1.** The Employer hereby recognizes that the Union is the exclusive representative of all technicians in the bargaining Unit (as defined in Section 2 below). The Union recognizes its responsibility of representing the interest of all such technicians without discrimination and without regard to Union membership with respect to all matters affecting their general working conditions subject to the express limitations set forth elsewhere in this agreement.

**Section 2.** This agreement applies to all non-supervisory Texas Air National Guard technicians as defined in A/SLMR No. 524 (Case No 63-5261 (CU)) and amended June 30, 1975.

## **ARTICLE 2**

### **PURPOSE**

The Employer and the Union representing the bargaining unit employees of the Employer, desire to enter into a Labor-Management Agreement, which will have for its purposes, among others, the following: (1) to promote fair and reasonable working conditions; (2) to promote improved programs designed to aid the technicians in achieving their acknowledged and recognized objectives; (3) to promote the highest degree of morale and responsibility in the Agency; (4) to adjust differences arising between them related to matters covered by this Labor-Management Agreement; (5) to promote technician management cooperation between the Employer and its employees; and (6) to provide a safe and healthful work environment. "Collective Bargaining" for the purpose of contract negotiations under Public Law 95-454, and the terms of this agreement is defined as the mutual obligation of the Employer and the Union to meet at reasonable times and confer in good faith with respect to procedures for settlement of grievances, personnel policies and practices and other matters effecting general working conditions and other conditions of employment of technicians in the Unit.

## **ARTICLE 3**

### **MATTERS APPROPRIATE FOR NEGOTIATION**

**Section 1.** The Employer agrees to meet and confer (i.e. negotiate) personnel policies, and practices and matters affecting working conditions of employees in the bargaining Unit as provided by Chapter 71, Title 5 USC, as amended. The parties are committed to the fair and equitable compliance and applications of laws, rules executive orders and regulations that apply to technicians.

**Section 2.** Where the parties mutually agree to any changes in this agreement they shall execute a joint document which will amend an Article(s) in this agreement. The amendment shall be approved and executed in the same manner as the original agreement.

**Section 3.** If the parties do not mutually agree on a proposed change submitted by either party, the matter will then be considered for formal negotiations. At that time the Union will be granted official time to conduct negotiations on the proposed changes. The negotiating team members shall not exceed five (5) from each party except by mutual agreement.

**Section 4.** All impasses in negotiations will be resolved in accordance with Article 35 of this agreement.

**Section 5.** It is understood and agreed that any changes on any personnel policies, practices and other matters affecting working conditions of technicians in the bargaining unit can only be made by mutual agreement using the procedures outlined in this Article.

**Section 6.** The Employer agrees to refer any proposed changes or in reissuing an existing policy in personnel policies, practices or other working conditions of technicians to the Union at least fifteen (15) calendar days prior to anticipated implementation. In the case of reissuing policy letters an advance copy will be provided to the Union. The Union retains its right to negotiate any item in a letter to be reissued, in accordance with this agreement. The Union agrees to respond as soon as practical and in the absence of a response within fifteen calendar days, the Employer will agree proceed with implementation. This time will be extended for cause. If the Union notifies the Employer within fifteen (15) calendar days that it does not concur in the proposed change(s), negotiations will begin as soon as possible. In the event either party invokes impasse procedures including FMCS & FSIP, pursuant to Chapter 7, Title 5 USC, the proposed change will be held in abeyance pending resolution of the impasse.

**Section 7.** Unless prohibited by law and subject to the provisions of this agreement, past practices and benefits not covered by this agreement, shall remain in full force and effect during the life of this agreement unless and until changed by mutual agreement of the parties.

**Section 8.** Upon request, Union representatives will be granted official time to poll employees on management proposed changes and other matters. When management proposes changes they will provide the Union with the details known and available to management. A listing of affected bargaining unit technicians will be provided to the Union for those management proposed changes.

#### **ARTICLE 4 MANAGEMENT RIGHTS**

**Section 1.** The employee retains the following rights in accordance with PL 95-454 (section 7106):

- a. To determine the mission, budget, organization, number of employees, and internal security practices of the agency.
- b. In accordance with applicable laws , to hire, assign direct, lay off and retain employees in the agency, or to suspend, remove reduce in grade or pay or other disciplinary action against such employee;
- c. To assign work, to make determination with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;
- d. With respect to filling positions, to make selections for appointments from;
  - (1) Among properly ranking and certified candidates for promotions: or
  - (2) Any other appropriate source; and

- e. To take whatever actions may be necessary to carry out the agency missions during emergencies. Nothing in this agreement shall preclude negotiation at the elections of the agency, on the number, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work.
- f. And to afford the Union the opportunity to negotiate;
  - (1) procedures which management officials of the agency will observe in exercising and authority under this section; or
  - (2) appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

**Section 2.** In the administration of all matters covered by this agreement, official and employees are governed by existing or future laws and regulations at the time this agreement is approved. In the event there is a conflict between this agreement and the future regulations, the contract shall prevail.

**Section 3.** An emergency will only be declared by management for good cause. When emergency procedures are invoked, the Union will be notified as soon as possible and the Employer will consult with the Local President on the circumstances causing the emergency and its expected duration. In any emergency management agrees to give due regard to the welfare of the employees.

**Section 4.** Prior to local management circulation of questionnaires or similar devices to members of the bargaining unit, management agrees to meet and confer with the local Union representative on the matter. Employees will not be required to sign.

## **ARTICLE 5 RIGHT OF EMPLOYEES**

**Section 1.** The Employer and the Union agree that employees shall have and shall be protected in exercise of, the right, freely and without fear of penalty or reprisal. To form, join and assist the Union. The freedom of such employees to assist the Union shall be recognized as extending to participation in the management of and acting for the Union in the capacity of an organization representative, including presentation of this views to officials of the Executive branch, the Congress, or others appropriate authority. The Employer shall take such action, consistent with law or with directive from higher authority, as be required in the order to assure the authority, as may be required in order to assure the employees are apprised of the right described in this article, and that no interference, restraining coercion, or decimation is practiced within the Agency to encourage or discourage membership in the Union.

**Section 2.** The terms of this agreement do not preclude any employee of the Agency from bringing matters of personal concern to the attention of management officials, in

accordance with applicable laws and regulation, with presence of Union representative, if the employee so desires.

## **ARTICLE 6**

### **UNION REPRESENTATION AND OFFICIAL TIME**

#### **Section 1.**

- (A) The Employer agrees to recognize AFGE officials, and officials and representative of the Council of Locals in accordance with section 2, below.
- (B) The Union agrees to designate a Council of Locals Presidents, a Unions Designated representative, and stewards to perform representative functions at each activity locations. The Union retains the right to designate its representatives without interference, the effective use of stewards and reasonable distribution of their Union work-load enhances a sounds Union-Management relationship and contributes to the efficiency of the Employer's operations.
- (C) Stewards shall be designated by the Council of Locals Presidents so that each employee in the Unit will have reasonable access to a steward. The Union shall supply the employee in writing and maintain with the Employer on a current basis, a current list of all designated Union Representative and Union stewards.

**Section 2.** Union Representative will be recognized by the Employer upon written notification by the Union to the appropriate Employer office. The Union agrees to furnish the Employer a list of technician's designed to serve as Union representative and stewards, and appropriate telephone extensions, and to keep this listing current.

**Section 3.** A reasonable and necessary amount of official time, including associated travel expense and per diem shall be granted to recognize Union representative to addend management sponsored activities. Travel and per diem will not exceed the rates allowed by Joint Travel Regulations.

**Section 4.** Reasonable time during working hours will be granted to Union representative and aggrieved employees for attendance at meeting with management officials. Reasonable time will also be allowed for representatives to meet with employees to discuss grievance and other appropriate matters outland in the Title VII, CSRA.

**Section 5.** Procedures for use of Official Time.

- (A) A bargaining unit member of Union representative will request from his or her immediate supervisor, use of official time. If the immediate supervisor is not available, use of official time will be requested from the next available supervisor in the supervisory chain.

(B) Permission will be granted unless release of the technician or Union representative would adversely affect the Employer's ability to accomplish its assigned tasks. If official time is delayed, the manager or supervisor will immediately give the reasons for the delay. Upon request, the reason will be provided in writing. In any situation in which management asserts the existence of an emergency, which would delay the Union representative's or employee's use of time as contained in this Article, all time limits and actions shall be automatically extended for a time equal to the length of the delay.

**Section 6.** The Employer agrees to allow Union representatives to attend mutually beneficial training using official time. This includes both management and Union sponsored training.

**Section 7.** The Union representative may receive and investigate complaints and grievances of technicians on government time and property.

**Section 8.** A technician may handle his or her grievance. However, if he representation, he may be represented by the Union or someone approved by the Union. The Union has a right to be represented at discussions between Management and technician or Union representatives concerning individual employee grievances, personal policies and practices or other matters affecting general working conditions of technicians of the unit. When these management discussions involve technician who are Union Officials, the Union will be notified so another Union representative will be permitted to attend who may present the views of the Union. All such management discussion/meeting will normally be scheduled during duty hours so that Union representatives will be permitted to attend and express the Union's View. This right to be present does not extend to informal discussions of personnel problems between a technician and supervisory officials when the technician does not desire the presence of a Union representative. However, if such discussion involves personnel policies or other matters which the Employer is obligated to discuss or negotiate with the Union, such decisions will not be made until this obligation is discharged and will not conflict with existing agreements with the Union.

**Section 9.** Union stewards and aggrieved technician's shall be permitted reasonable and necessary time while preparing for a grievance appeals and hearings. Normally, not more than one steward will be granted official time for this purpose.

**Section 10.** The Union local representative will be permitted to attend the detachment commander's regularly scheduled administrative staff meeting.

**Section 11.** There shall be no restraint, interference coercion or discrimination against Union representative because of the performance of his or her duties.

**ARTICLE 7  
PUBLICITY**

**Section 1.** Sufficient bulletin boards or bulletin board space will be provided for the display of Union literature, correspondence, notice, etc. Approval of literature is not necessary; however, the Union is responsible for its contents, and for maintaining the board in a neat and orderly appearance.

**Section 2.** The Employer agrees to annually publish a statement as the recognition granted the Union officials and representatives.

**Section 3.** The employees will publish telephone listings for local Union representatives in the local telephone directory as well as the state directly.

**Section 4.** The employee agrees to permit distribution of literature sponsored by the Union to all employees in the bargaining unit through regular distribution procedures.

**Section 5.** Copies of this agreement in a booklet format will be furnished to all Union employees and to supervisors and management officials. One hundred copies will also be furnished to the Union for their own use. The cost of the printing is agreement shall be borne by the Employer, except that additional copies for Union use will be borne by the Unions. Copies of agreements regulations will be made available to the Union, and upon request, the Union will be provided a copy.

**Section 6.** Distribution of Union literature will be permitted provided it is done during the non-word time of the technician involved. Insofar as this provision is concerned, meal time and rest breaks are not considered work time

**ARTICLE 8  
EQUAL EMPLOYMENT OPPORTUNITY (EEO) PROGRAM**

**Section 1.** Policy the TXANG technician Equal Opportunity (EEO) program affirmative action plan established the requirements of national policy and federal law. It assures EEO's in every aspect of the personal policy and practice in employment, development, promotion, and treatment of National Guard technician. The Employer and the Union agree to cooperate to the fullness and providing EEO's for all qualified applicants and technicians and to prohibit discrimination because of age, race, color, religion, sex, national origin or any other matter covered by 29 CFR 1614. Both parties agree to promote and supporting all programs for CEOs through a positive and continuing effort.

**Section 2.** Programs. The Employer agrees to accept the recommendation and suggestions from the Union all matters relating to equal opportunity program EOP and program improvements. It is further agreed that the Employer will consult, confer, or negotiate as appropriate, on matters concerning personnel policies and practices and matters affecting working conditions of technicians.

**Section 3.** Equal employment opportunity EEO complaint procedures.

- a. Any technician who believes they have been discriminated against in any matter if of race, color, religion, sex, age, or national origin may file an informal grievance and if not resolved, may then file a EEO complaint through the statutory procedures by contacting a designated EEO counselor for their Pacific area within 45 calendar days of the occurrence or the date the aggrieved person knew or responsible should know of the discriminatory event or personnel action.
- b. Any technician who initiates an EEO complaint is entitled to representation of his or her choosing, to include Union representation at any time during the complaint process. Union representatives will not be required to use official Tom for Union representation duties during the administrative process, however, they will be considered to be on official duty time.
- c. Complaints allegation sexual harassment.
  - (1) The Employer and the Union agree that sexual harassment in the workplace will not be condoned. Reported cases of sexual harassment will be receive prompt and positive action to include necessary and appropriate action against those technicians found to be guilty of a sexual harassment offense
  - (2) Any bargaining unit technician who feels they have been victim of sexual harassment may file a complaint through informal grievance procedure and, if not resolved, may then file a complaint through the statutory procedure by contacting an EEO counselor within 45 days of the occurrence or the date the agrees person new or reasonably should have known of the discriminatory event or personnel action.
  - (3) The Employer, upon receiving a complaint alleging sexual harassment toward a technician, will elevate the complaint and take necessary actions as the circumstances may warrant. Then the complaint is filed against a technician' immediate supervisor, or vice versa, the agency may consider reassigning either of the individuals during the investigative process.

**Section 4.** For recognition of the Union's role as exclusive representatives, the Employer agrees to follow:

- (1) EEO counselors will be required to inform potential complainants covered by this agreement of the rights to representation, including Union representation during the precomplaint counseling.
- (2) The Union shall have the right to be present at all formal discussions between management and the complaint when adjustment has an impact on other employees of the Unit

- (3) The Union shall have the right to attend this discrimination complaints and hearing in accordance with appropriate regulations.
- (4) The Union shall be given reasonable notice minimum of 3 working days of all remedial or corrective actions known as result of informal or formal resolutions of EEO complaint since that impact on unit employees.

**Section 5.** Upon request, consistent with applicable laws and regulations, the EEO complaint and an/or their designated rep will be provided a copy of any and all records pertaining to the discrimination complaint with a timely manner, including a copy of the investigative file.

**Section 6.** It is understood and agreed that EEO counselors, officials and the other EEO management officials will contact the designated representative of EEO complainants on all matters pertaining to the case.

**Section 7.** Below is a chart detailing the steps and times for discrimination complaints processing. While these charts provides a basic guide for processing such complaints, actual processing instructions and time limits for processing discrimination complaints under 29 CFR, part 1614, are contained in the regulations, and procedures for processing a grievance and the applicable time limits or contain an article 19 of this agreement.

## **ARTICLE 9**

### **LABOR-MANAGEMENT COOPERATION**

**Section 1.** The Employer will semi-annually furnish the Union a list of names, job numbers, grades, and duty stations of all technicians within the bargaining unit. Additionally, a list of Union members paying dues by form 1187 will be provided to the Council representative upon request to the local air commander or his or her designated representative.

**Section 2.** Monthly, the Union will be given a list of names of all bargaining unit technicians appointed, transferred, promoted and suspended during the preceding month. In addition, the reason for exclusion of any member form the bargaining unit will be provided.

**Section 3.** Employer and the Union will establish a joint Labor Relations committee (JLMC) at each technician detachment. It will meet at mutually agreed joint times, as necessary. Agenda items will be submitted by either party and as much advance of each meeting as possible, but no later than the day prior to the meeting date. The parties will meet provided agenda items are submitted as required and the time and place are reasonable. An equal member of Union and Employer representation attending these meetings will

be kept to a reasonable number not to exceed five, consistent with the subject to be discussed.

**Section 4.** The joint labor relations committee will have as its proposed and shall give consideration to such matters as safety, interpretation and application of rules, regulations and policies, the corrections of conditions making of grievances and misunderstandings, the encouragement of good human relations and employee supervisor relationships, promotion of education and training, the betterment of technicians working conditions, and the strengthening of employee morale, the implementation of equal employment opportunities. However, it is agreed that individual grievances will not be taken up during committee meetings. Recommendations development by the committee will be forwarded to the local air detachment commander for approval and implementation. If the commander disagrees with the recommendation, he or she will refer the recommendation back to the committee in which a reasonable period of time, not to exceed 2 workweeks, with his or her rationale for not approving it. The committee may then modify, withdraw, or resubmit the proposal to the Air/Detachment Commander. If upon resubmission, the commander disapproves the recommendation or fails to respond within a reasonable period, not to exceed 2 weeks, the matter may be submitted to the Adjutant General under the negotiated grievance procedure.

**Section 5.** Minutes and proceedings of the meeting shall be kept by the Employer. A copy of the meetings will be provided to the Union not later than three work days after the meeting for any corrections. The copies of the meeting minutes will be finalized and initial by each party not later than two working days from receipt of the minutes. Copies of finalize minutes will be posted on unit bulletin board. The members of the (JMLC) will be encouraged to share the discussions and recommendations of the committee with other management and bargaining unit members through circulation of meeting minutes or discussion with these individuals.

**Section 6.** The Union will be invited by the Employer to appoint a member to any board, committee or panel that is established to discuss and/or develop recommendations on policies, practices or programs which affect working conditions of bargaining unit employees.

**Section 7.** The local Union representative will be scheduled by the civilian personnel office for a 15 minute period during an individual and processing to meet with the new bargaining unit members in order to greet him or her. The Union agrees that no representative of the Union will engage in any activity prohibited by 5 USC 7131 (b).

**Section 8.** Upon request, the Union will be furnished a copy of materials and records indicated in section 7114, Title 5 USC, without cost to perform official Union duties including matters covered under the agreement and Chapter 71, Title 5, USC.

**ARTICLE 10**  
**HOURS OF WORK**

**Section 1.** Tour of Duty, hours of work and schedules.

- a. Assignments to tour of duty shall be scheduled in advance all repairs not less than four weeks.
- b. The administrative workweek shall be seven consecutive days Sunday through Saturday.
- c. The basic non-overtime work days shall exceed 10 hours.
- d. The occurrence of holiday shall not affect the designation of the basic work week.
- e. Breaks and working hours or more than one hour shall not be scheduled in any basic workweek.

**Section 2.** Continuous service technicians shall have their tour of duty arranged to allow each technician consecutive days off and each administrative workweek. Technicians on a four days 10 hour a day, work week shall have three consecutive days off and each administrative workweek. Technicians who change tours of duties or shares shall have at least 24 hours rest. To change.

**Section 3.** Tours of duty as outlined in section 1, shall be posted in the appropriate work area.

**Section 4.** Tours of duty will not be established or modified for the purpose or avoiding the payment of holiday, premium or overtime pay.

**Section 5.** Each shift will be allow to pay periods, one each during first and last half of each shift. Technicians working at duty day of nine or less hours will receive 15 minutes break rest periods, and technicians working at 10 hour day will receive 20 minute rest periods

**Section 6.** Temporary changes in tours of duty will be rotated equally among available qualified technicians. When such changes are necessary, the Employer will notify the Union as soon as. Any complaints or disagreements on the changes of assignment or tours shall be handled in accordance with the negotiated grievance procedure.

**Section 7.** Voluntary transfers from shift to shift shall be made available to technicians according to their continuous seniority. Involuntary transfer from shift to shift shall be made in according to reverse seniority.

**Section 8.** All travel will be scheduled during the basic workweek whenever possible. When it is necessary for the employee to travel outside the basic work week, the technician will be credit with compensatory time for the period of travel.

**Section 9.** The Employer will provide a reasonable amount of time, consistent with the nature of the work performed, for technicians to clean up themselves and the work area, and to store government property.

**Section 10.** The Employer will make reasonable and necessary arrangements for technicians to receive proper orientation doing shift changes.

**Section 11.** When a Union representative is required to work all of his or her assigned area, the Employer will permit the representative to use other government or personal telephones, consistent with safety and security requirements, for performing Union representational or you duties.

**Section 12.** Union officials will not be transfer to a different work schedule or detail to the proposals of impending her or his representational duties.

## **ARTICLE 11 OVER TIME**

**Section 1.** Overtime assignments will be distributed and rotated equitably among qualified technicians. Overtime work for technicians shall not be assigned as a reward or penalty. Any complaint or disagreement on the distribution of overtime shall be proceeded in accordance with article 19, Grievance procedure.

**Section 2.** In the assessment of overtime, the Employer agrees to provide the technician advance notice. When a technician is designated to work overtime all hours outside his or her work week, the technician will be given at least two days notification, except in emergency situations or mission essential situations beyond the control of the supervisor. Management decision expectation must be provided to the Union and are subject to the grievance procedure. When overtime is to be performed on a holiday, Tuesday advance notice will also be given, when possible to the technician affected.

**Section 3.** A rotational subsystems will be established whereby each qualified technician within a section will be giving the opportunity to participate in necessary overtime assignments. Over time requirements on certain specialized operations will be expected because of specialized training. Records of overtime will be maintained by the Employer to ensure each technician receives equitable consideration.

**Section 4.** Technicians called back to work outside of their normal work week will be released promptly upon completion of the task they were called back to complete. Technicians will be certified with compensatory and time in accordance with agency regulations.

**Section 5.** Technicians who work overtime shall be allowed to rest. Break of not more than 18 minutes per each four hours. Of overtime work. Technicians who were a seven or more hour period of overtime will be furnished a 45 minute non-work time for meal.

**Section 6.** Technicians either in training or in detail assessments shall be considered for overtime in their respective sections subject to provisions of section 3.

**Section 7.** Overtime may be compensatory in cases of emergencies except where such overtime may be adversely affected the technician's health or safety

**Section 8.** In accordance with applicable regulations, work performed in excess of the normal workday or 40 hours a week constitutes overtime work. Technicians will not be required to take any kind of leave in such instances. When a holiday falls on a technician's regular day off, the technician will work their normal schedule.

**ARTICLE 12  
HOLIDAYS**

**Section 1.** Eligible technicians shall be entitled to all Federal holidays established by law or designated by Executive Order. Current Federal holidays are designated as:

- New Years Day ----- January 1
- Martin Luther King Day ----- 3<sup>rd</sup> Monday in January
- Presidents Day ----- 3<sup>rd</sup> Monday in February
- Memorial Day ----- Last Monday in May
- Independence Day ----- July 4
- Labor Day ----- 1<sup>st</sup> Monday in September
- Columbus Day ----- 2<sup>nd</sup> Monday in October
- Veterans Day ----- 11<sup>th</sup> day of November
- Thanksgiving Day ----- 4<sup>th</sup> Thursday in November
- Christmas Day ----- December 25

**Section 2.** Eligible technicians shall receive pay at their regularly daily rate plus any appropriate premium pay all days designated as holidays all which they are required to work.

**Section 3.** When a holiday falls on a technician's scheduled day off the holiday for that technician will be observed as the next scheduled day non-holiday duty day.

**Section 4.** Technicians will be given at least two week notice for all holidays to be work except in emergency situations. Holiday work will be rotated on a fair and equitable basis

**Section 5.** A technician may request leave for any work days which occur on religious holidays associated with his or her religious faith. Subject to the limitations of article 13, these leaves will normally be approved.

**Section 6.** A technician who is a member of the community volunteer emergency services or who is called to perform emergency services may be released in an annual leave or compensatory time status such absence from duty, provided the technicians notify us management of his or her participation as a volunteer. In providing the request for leave, management retains the right to take into consideration the amount of time used in terms of mission and workflow requirements and may other conflict with the technician's work performance.

**Section 7.** When a technician is released by the head of a voluntary emergency service, he or she will return to duty to be charge annual leave or compensatory leave if available for the time released. Upon returning to duty, the technician will provide his or her supervisor a written certification from the head of the emergency service reflecting the date and hours worked in such services.

## **ARTICLE 13**

### **LEAVE**

**Section 1.** Annual leave is a right of the technician and not a privilege. What type working on the hello page 15 I electrical you can call them thing: nine some work on it and work on it worked like a type that fast so our gifts all done at work and in certain going to the gym come here in continue traditional pages done at work Dan call home and in good start eligible 15 day

**Section 2.** The Employee and the Union will agree to follow all applicable leave regulations expect as modified by this agreement.

**Section 3.** Supervisor will accept request for winter vacations during August (for October-March) and all summer vacation during February (for April – September). Any disputes between technicians desiring the same leave time will automatically be resolved by granting the leave time to the technician with the most continuous seniority in grade in the activity. Technicians can change scheduled leave providing he or she not interrupt another technician's scheduled leave and the change is approved by the technician's immediate supervisor. The Employer will make every resalable effort to approve annual leave for technicians who so request for the week containing Christmas Day.

**Section 4.** Intermittent leave for one or two day periods will be approved or disapproved by the technician's immediate superior.

**Section 5.** A medical certificate will not be required to substantiate requested for approval of sick leave for three days or less unless the technician had been given a notice. In writhing that he or her use of sick leave is being restricted due to an excessive use or

abuse of sick leave. A technician will not receive a written notice unless he/she has first been warned verbally by his/her supervisor on at least on occasion, and the warning noted in his/her folder. When medical certification is to be submitted for all periods reported as sick, the requirement will be reviewed annually by the supervisor the technician considered to determine if a continuation of this requirement is necessary. Continuation of a requirement for medical certification will not be for just case. Section 6 sick leave controls sick leave will be authorized only in bona fide cases. It is the responsibility of the local supervisor to ascertain whether absence are properly chargeable to sick leave. A medical certification will be required under the following conditions:

a. For absence in excess of three work days. If the technician has not attended by a physician, the technicians personal statement indicating incapacitation by the accepted in lieu of a medical certification unless the technician has received written warning concerning excessive use or abuse of sick leave, as outlined in Section 5, above.

b. For absence for short periods of frequent intervals, whenever there is reason to believe that the sick leave privilege is being abused. In such cases the technician will be advised in writing, as outlined in Section 5, that a medical certification will be required to support any further grants of sick leave regardless of duration.

c. When a member of the immediate family of the technician is Afflicted with a contagious disease as designated buy a public health office and requires the care and attention of the technician, or when thot exposed to a contagious disease, the presence of the technician at his/her Duty location would jeopardize fellow technicians.

**Section 7.** The Employer will not post individual sick leave records no will individual sick leave status be displayed publicly.

**Section 8.** The Employer will make reasonable efforts to provide liberal use of details on light duty to help reduce the loss of accumulated sick leave.

**Section 9.** Technicians serving on jury duty will be assigned to all day shifts during the duration of their jury duty, provided he or she notifies his or her supervisor at least two weeks prior to the date of jury begins. Technicians will not be expected to return to their technician duties on a jury day if the technician is released from jury duty after serving six or more hours of jury duty that day if the technician serves less than 6 hours the Day released from jury duty, he or she will be expected to return to his or her Duty station

**Section 10.** On earned sick leave will be Advanced to technicians in case of serious illness or disability upon his or her request in accordance with applicable regulations, and provided the technician has not received written warning concerning excessive use or abuse of sick leave written warning concerning excessive use of sick leave as outlined in Section 5, above. A technician who has received such a warning may be granted unearned sick leave, provided

he/she submits written documentation for a physician outlining the nature of the illness or injury which requires sick leave and the prognosis for recovery.

**Section 11.** Technicians may be released without charges to leave (excused absences) in case of severe inclement weather, as provided by the Adjutant General's Department.

**Section 12.** If an immediate supervisor cancels a technician approved or scheduled annual leave, the technician's approved or scheduled annual leave, the technician may appeal the cancellation to the second and third level supervisors, successively. Such appeals will be responded to and not less than three working days. If the technician is not successful with the response of the second or third level supervisors, he or she may process a grievance using the negotiated grievance procedure.

**Section 13.** Annual leave for emergency purposes will be granted to technicians who notified their immediate supervisor as soon as possible, but not later than four hours after they are scheduled to report for work.

The present policy of granting emergency leave will continue during the life of this agreement. It is understood that management retains the right to disapprove request for annual leave for four causes.

**Section 14.** Pursuant to agency regulations, leave without pay shall be granted to members of the Union to serve with AFGE for up to one year, and extension will be granted for subsequent years upon request. When the Union official decides to vacate his or her position with AFGE he or she will be returned to their position he or she previously held with the Employer.

**Section 15.** The supervisor will process request for leave in a timely manner.

**Section 16.** Tardiness of less than one hour shall be excused if the technician has an explanation reasonable to the supervisor. The supervisor's decision, includes his or her determination of reasonableness of the explanation, if subject to the negotiated grievance procedure.

#### **ARTICLE 14 EMPLOYEE PERSONNEL FILES**

**Section 1.** No derogatory material of any nature which might reflect adversely upon a technician's character or career will be placed in his or her official Personnel folder or Employee Record Card (NGB form 904) without his or her knowledge. The technician will have the opportunity to comment on the initial all search entries which will merely acknowledge the entry but not the accuracy. The immediate supervisor or acting immediate supervisor can annotate the Employer's record card. Any entry which the technician believes to be unjust is subject to the negotiated grievance procedure.

**Section 2.** Technicians will be given the opportunity to initial and to get a copy, if request, of the document (s) placed in their Official Personnel Folder or Employee Record Cards. The technicians

initial on the NGB form 904 certifies that he or she has reviewed the documents and received a copy if requested. If the technician refuses to sign the document will be annotated to indicate the technician review the document and was provided a copy if requested and still entered into the Official Personal Folder or Employee Record Card no document or record may be used against the technician from his or her personal folder unless he or she has received a copy of it from management.

**Section 3.** Each technician or representative, as designated by the technician in writing or his or her designated Union representative in writing, shall have access on official time to inspect and/or copy any documents appearing in his or her Official Personnel Folder or employment record card, pertaining to him or her. The Employer will assist the technician in attaining a copy of the document in the personal folder or record card. A copy of the documents will be provided to the technician upon request, at no cost.

**Section 4.** Other than the technician, or his or her designated Union representative, only those persons designated in FPM Chapter 294 will be allowed access to a technician's official personnel folder. Access to a technician's official personnel folder by other than the technician's supervisor will be official use only.

**Section 5.** Letter of caution or warning placed in a technician's Personnel Folder or Employee Record Card will be maintained and /or removed in accordance with applicable regulations. Charges determined to be unfounded will be destroyed immediately and cannot be used against a technician.

**Section 6.** Management further agrees that all records pertaining to technicians will be properly maintained and safeguarded to prevent access by unauthorized persons.

## **ARTICLE 15 JOB CLASSIFICATION**

**Section 1.** When the technician alleges inequities in his or her position description or classification, he or she shall be furnished information on the appeal rights and procedures set forth in applicable regulations. He or she may elect to be represented by a Union representative in discussing the matter with management or presenting an appeal.

**Section 2.** Each technician and the designated local Union representative shall be noticed in advance when an action is to be taken that has an adverse effect on the technician's job series or grades.

**Section 3.** Filing a classification appeal does not deprive that employee of his right the appeal and related adverse action through appeal or arbitration procedures.

**Section 4.** The Employer agrees to comply with the job grading standards, job classification regulations, and decisions of classification agencies.

**Section 5.** The Employer agrees to provide each technician with a copy of the job description for which the technician is assigned. The job description shall reflect duties and responsibilities of the position to which the technicians is expected to perform.

**Section 6.** It is recognized that a technician's position description should contain all the regular and or recurring duties, task, knowledge and responsibilities of the assigned position, and that the position will be classified based on such a complete position description. To this end, technicians will be given the opportunity at least annually to review their position description with their supervisor and to recommend any change to the position description. The technician's recommendations will be forward to the support personnel Management Office for approve and disapproval. The SPMO shall review the recommendation and approve or disapprove the change as soon as possible, but not later than 45 days after receipt, unless and extension is granted for cause.

**Section 7.** Disputes over the accuracy of a technician's position description are subject to the negotiated grievance procedure.

**Section 8.** Special care will be taken to insure that all qualification standards and jobs announcements accurately reflect the actual requirements of the job to be filled.

**Section 9.** Job assignments will normally be reasonably related to the technician's position description. However, when required to accomplish the mission, technicians may be assigned other duties, when such situations arise, management will first consider alternatives for accomplishing the task. When management determines such alternative do not exists or are not practical, technicians will not be assigned these duties as a substitutes for discipline. Additionally, such duties will not be assigned in an arbitrary or capricious manner. If other duties should be assigned with such frequency as to meet the definition of major duties, the position description must be revised and the Union will have opportunity to bargain to the extent provided by law and other sources of authority.

## **ARTICLE 16 TRAINING**

**Section 1.** The Employer will provide adequate training to all technician for the duties and responsibilities of their assigned position/work assignments. The Employer and the Union agree that training of all technicians is a matter of primary importance in assuring the unit's mission id accomplished safety and efficiently. Through Employer and Union cooperation, the parties shall see the most effective training and development for all employees. Consistent with its needs, the Employer agrees to developed maintain policies and programs designed to achieve this purpose.

**Section 2.** Annually, the supervisor and technician will evaluate the training needs of the technician, and the supervisor will in for the technician of any training necessary to further his or her career. The supervisor will also identify those situation in the specific work environment that training can aid in achieving defined objectives and goals of the Employers.

**Section 3.** The Employer will identify areas of skill in which scarcities exist and insure that all technicians are inform of those areas. Furthermore, the Employer will establish training opportunities in these area and inform technicians of how to apply for training.

**Section 4.** The Employer will continue its present policy of training employees to the maximum extent practical.

**Section 5.** When advance knowledge of the impact of pending changes in function, organization, or mission is available, it shall be the responsibility of the Employer to plan for the maximum retraining of employee involved. Maximum use will be made of the authority to waive qualification requirements.

**Section 6.** In the event of reduction-in-force, the Employer will determine from the appropriate state employment service whether any of the affected employees may be eligible for training at government expense, and if so, will inform employees how to apply for training.

**Section 7.** The Employer will attempt to give a least thirty (30) days advance notice to the affected technician (s) of any change in work assignment or off any required additional training which will be necessary due to acquisition of new equipment or machinery, or implementation of new process.

**Section 8.** Training provide to a technician shall be recorded on the DD from 1556 and copy of this from will be mainlined in the technicians official personnel folder.

**Section 9.** The Employer will make necessary arrangements for the technician to attend and management directed training.

**Section 10.** It is recognized and agreed that the nature of the technicians' job may require their attendance of a military school. Technicians will have the option of attending training course in a military or technician status, provided funding is available to support the desired status, and the selected option does not conflict with agency policies and regulations.

## **ARTICLE 17**

### **REDUCTION IN FORCE, REORGANIZATION, TRANSFER OF FUNCTION REASSIGNMENT, AND REEMPLOYMENT**

**Section 1.** RIF Defined. A reduction-in- force is defined as a release of a technician from his/her complete level by separation, demotion, furlough for more then 30 calendar days, or reassignment when there is a lack of work, funds, reorganization, reclassification due changes in duties, or the need to make a place for a person exercising reemployment or restoration right that requires the Employer to release the technician.

**Section 2.** Union Notification. Prior to official notification of employees and at the earliest possible date, the Union will be advised on any pending reduction-in-force (RIF) so the Union may

become aware of all the details including the reasons for RIF. The notice will include the reasons for the RIF, the number and specific positions affected and the date the actions will take place. This includes the Union's right to negotiate appropriate arrangement for adversely affected technician pursuant to section 7106, chapter 71. Title 5, USC.

**Section 3.** Records. A technician affected by a reduction in force has right, along with his Union representative, to review records that will affect his/her ranking during a reduction in force. He/she also has the right to designate a Union representative to represent him/her or to assist him/her explaining his/her review finding.

**Section 4.** Reasonable Offer and Priority Placement under grade and pay retention Provisions. A reasonable offer, is defended as the offer of a position, the grade of which is equal to the retained grade and is a full time, continuing position, one for which the technician is qualified and in the same commuting area. The Union will be kept apprised of actions. Upon request, lateral transfer will be revised to determine their merit.

**Section 5.** Competitive Areas. The competitive areas for RIF are determined by the agency on a case by case basis according to management needs.

**Section 6.** Complete Levels. Position in a complete level should be similar of duties, responsibilities, pay schedules, teams of appointments; similar in requirement for experience, training skills and aptitudes.

**Section 7.** Transfer of function. Defined as a transfer of a clearly identifiable segment of a mission including all the integral parts of that mission from one competitive area to another commuting area

**Section 8.** In the event of major reduction in force, the Employer agrees to freeze filling of all vacancies in the bargaining unit for the affected competitive areas, either by outside hiring or promotion; and freeze performance evaluation until the reduction in force has been completed and/or all affected technician haven been property place.

**Section 9.** The Employer will provide the Union with complete information regarding any reorganization, reduction in force and or transfer of function. Affected technicians will be counselled at kept informed of any action which affect them. The Employer will maintain all list records, and information pertaining to the reduction in force for at least on year.

**Section 10.** Prior to and during a major reduction in force, and if early retirement is authorized, the Agency shall meet with technicians desiring consideration for optional or involuntary retirement to explain its benefits. Also if the technician (s) do not desire Union representation, the Union will be afforded the opportunity to be present.

**Section 11.** Information. The Employer shall provide complete information needed by technicians to fully understand the reduction in force and why they are affected. Specifically, the Employer shall:

- a. Inform all technicians as fully and soon as possible of plans or requirements for reduction in force in accordance with applicable rules and regulations.
- b. Inform all technicians of the extent of the affected competitive area, the regulations governing. Reduction in force and kinds of assistance provided for affected technicians.

**Section 12.** Notice to Technicians. The Employer shall provide a specific written notice to the Union and to each technician affected by the reduction in force, if released from their competitive level, at least 60 calendar days prior to the effective date. The notice shall state specifically what action is being taken, the effective date of the action, the technician's service computation date, and the technician's right to appeal this action to the Adjutant General in accordance with existing regulations.

**Section 13.** Employment Assistance. Any career technician who is separated because of reduction-in-force will be placed on a reemployment priority list, and such technician will be given preference for rehiring in temporary and permanent positions for which they are qualified. It is understood that the acceptance of temporary employment will not alter a technician's right to offered permanent employment.

**Section 14.** Training. In the event of a reduction-in-force effecting release of technicians, the Employer shall counsel technicians for whom no positions are located, on the basis of information obtained from the local State employment security agency, on any benefits or training that may be available to them.

a. Technicians, assigned to new positions and whose duties are different from those previously performed, will receive training as quickly as possible.

b. Supervisors will discuss training needs with the technicians on a continuing basis and will advise technicians on training which will enhance career progression.

**Section 15.** Relocation. The Employer agrees to pay the maximum relocation expenses allowable under appropriate regulations.

**Section 16.** Transfers. The Employer will grant time off without charge to leave to those technicians moving as a result of reduction-in-force or transfer of functions to find new housing and schools, to make arrangements for disposition of their current homes, and to handle any other matter involved in the move, in accordance with applicable regulations.

**Section 17.** Unless prohibited by regulations from higher authority, the Employer shall waive qualification requirements in assignments during reduction-in-force when the employee has the capacity, adaptability and special skills required by the position.

**Section 18.** Retention Registers. Retention registers shall be established and technicians listed in the order of their retention standing, and tenure group.

**Section 19.** Details. Technicians on detail may be released from their detail back to their permanent position during reduction-in-force.

**Section 20.** Assignment. The Employer will make an employment offer, in writing, by way of specific notice to employees not being separated through implementation of the reduction-in-force procedures, either at the time of the reduction in force or as vacant positions become available thereafter. The reemployment priority list described in Section 12 of this article will be used for this purpose. The technicians shall respond within at least ten days after receipt of the offer indicating their acceptance or rejection of the offer. If the technician rejects the offer, the technician may request further consideration for a position in the same or lower grade, at the duty location to which assigned at the time of the RIF action. If the technician is made a second offer, he or she will have at least 10 days to respond to the offer. Extensions of the time to respond will be granted for just cause. If the technician rejects the second offer, he or she will be removed from the reemployment priority listing and no further offers will be made.

**Section 21.** Pay Retention. Pay retention for technicians will be the maximum allowable under appropriate authorities.

**Section 22.** Notification. The Employer shall provide a specific written notice to the Union and each technician affected by the transfer of function at least 90 calendar days prior to the effective date. The notice shall state specifically what action is being taken, the effective date of the action and what is involved in acceptance or rejection of the offer of transfer. Any rights of appeal and the time limits on such appeals will also be in the notice. An extra copy of the notice will be given to the technician.

a. A technician will have up to 10 calendar days in which to accept or reject the offer of transfer. Extensions of the time to respond will be granted for just cause.

b. Technicians who reject an offer of transfer may request consideration for a position in the same or lower grade, at the duty location to which assigned at the time of the transfer of the function. If the technician is offered a position, he or she shall have at least 10 days to accept or reject the position. Extensions of the time to respond will be granted for just cause. If the technician rejects the offered position, he or she will be separated from technician service.

**Section 23.** Severance Pay. Technicians who are separated because of the transfer of function shall be entitled to severance pay in accordance with applicable laws and regulations.

## **ARTICLE 18 DISCIPLINARY/ADVERSE ACTIONS**

**Section 1.** The Employer agrees to informally discuss with the technician and his or her Union representative, if requested, the basis for any proposed disciplinary or adverse action, prior to its being reduced to writing. The Employer will carefully consider the technician's views and inform

the technician and his or her representative of the Employer's decision before instituting any form of action.

**Section 2.** Prior to the taking of a written or sworn statement or questioning a technician on matters which may lead to disciplinary action against him or her, he or she will be advised of his or her right to Union representation.

If requested by the technician, management can assist in securing a Union representative for the meeting. The technician will have a reasonable length of time to secure representation before any questioning takes place.

**Section 3.** If at any time a technician is being questioned by a management official and he or she believes that his or her rights are being threatened, he or she has the right to request that his or her Union representative be present. If requested by the technician, management can assist in securing a Union representative for the meeting. The technician will have a reasonable length of time to secure representation before any questioning takes place.

**Section 4.** When a technician does not elect to have the Union represent him or her, the Union will be permitted to have an observer present at the adverse administrative agency hearing without charge to leave.

**Section 5.** If a technician is to be served with a warrant or a subpoena, it will be done in private to the maximum extent possible.

**Section 6.** Once a final decision is made on a grievance hearing involving a disciplinary/adverse action, the Union's and management's actions are limited to those actions described in the final decision.

**Section 7.** In the event the disciplinary/adverse action is rescinded, all records pertaining thereto will be destroyed in accordance with applicable regulations. Since the records have been destroyed, no further action will result.

**Section 8.** All disciplinary actions shall be intended to correct improper behavior rather than merely be punitive in nature, therefore, the punishment must meet the offense. It is recognized the disciplinary actions may include punitive measures; however, corrections, not punishment, should be the legitimate goal of such actions.

**Section 9.** Disciplinary and adverse actions, including removal, will only be taken for just cause, and will be in accordance with applicable regulations.

**Section 10.** On request, the Employer agrees to furnish a copy to the Union of all proposed adverse actions and decisions on adverse actions. Management will notify the appropriate designated Union representative of any proposed adverse action against a bargaining unit member, within a reasonable time after the affected technician is notified.

**ARTICLE 19**  
**GRIEVANCE PROCEDURES**

**Section 1.** Purpose. The purpose of this article is to provide for a mutually acceptable method for the prompt and equitable settlement of grievances. This negotiated procedure will be the sole and exclusive procedure available to the Union and the technicians in the bargaining unit for resolving grievances, except as provided in Section 3 of this article.

**Section 2.** Scope. A grievance means any complaint:

- a. By a technician concerning any matter relating to the employment of the technician;
- b. By the Union concerning any matter relating to the employment of any technician; or
- c. By a technician, the Union, or the Employer concerning:
  - (1) The effect or interpretation or claim of breach of a collective bargaining agreement;
  - (2) Any claimed violation, misinterpretation, or misapplication of any law; rule or regulation affecting conditions of employment;
- d. The provisions of this article do not apply to:
  - (1) Any claimed violation relating to prohibited political activities; or
  - (2) Retirement, life insurance, or health insurance; or
  - (3) A suspension or removal under 5 USC 7532; or
  - (4) A reduction in force action under article 17 of this contract; or
  - (5) Any examination, certification, or appointment; or;
  - (6) The classification of any position which does not result in reduction in grade or pay of any technician.

**Section 3.** Appeal and Grievance Option. An aggrieved technician affected by discrimination may at his or her option raise the matter under a statutory procedure or the negotiated grievance procedure, but not both (except for discrimination complaints). For the purpose of this Section and pursuant to Section 7121(e)(1) of Title 5, USC, a technician shall be deemed to have exercised his option under either a statutory procedure or negotiated procedure at such time as the technician timely initiates an action under the applicable statutory procedure or timely files a grievance in writing, in accordance with the provisions of the negotiated grievance procedure, whichever event occurs first.

**Section 4.** Question of Grievability. In the event either party should declare a grievance, non-grievance, or non-arbitrable, the original grievance shall be considered amended to include this issue. The Employer agrees to raise any question of grievability or arbitrability of a grievance prior

to the time limit for the written answer in Step 2 of this procedures. All disputes of grievability or arbitrability shall be referred to arbitration as a threshold issue in the related grievance.

**Section 5.** Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily in an informal basis at the immediate supervisory level. The Employer and the Union agree that every effort will be made by management and the aggrieved party(ies) to settle 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 a technician's good standing, performance, loyalty or desirability to the organization. Reasonable time during the working hours will be allowed for technicians and Union representatives to discuss, prepare for and present grievances, including attendance at meetings with Employer officials.

**Section 6.** The following procedures shall be adhered to in cases to which this article applies. Failure on the part of the management to render a timely decision at any step of the grievance process entitles the technician to advance the grievance to the next step.

a. Step 1. (INFORMAL):

(1) A technician, or his or her designated Union representative, who wishes to grieve will verbally or in writing do so at the lowest appropriate local management level, which shall normally be his or her immediate supervisor. The appropriate authority must have the authority to resolve the grievance. Grievances against an Air/Detachment commander may be filed with the Adjutant General's Department (AGTX-FTM-T). The grievance is initiated by the technician or Union representative notifying the management official that he or she desires to meet to file a grievance and identify the issue that requires resolution. This meeting must be requested within 15 calendar days of the occurrence of the matter out of which the grievance arose or the technician became aware of the occurrence. Allegations of on-going violations have no filing deadline.

(2) The management official receiving the request for the meeting will schedule the meeting to occur within five (5) working days of receiving the request. The technician shall either represent himself or herself or be represented by his or her Union representative during this and any subsequent information meetings in Step 1. However, if the technician presents a grievance directly to the Employer for adjustment consistent with the terms of this Agreement, the Union shall have an observer present. The management official who meets with the technician and/or Union representative to receive the grievance will:

(a) make a decision based on full and fair consideration of the facts and give an answer to the technician within five (5) working days; or

(b) if the management official does not have authority to resolve the grievance, the technician and Union will be immediately notified of the management official with the authority to resolve the grievance. The management official with the authority to whom the

grievance is presented will make a decision based on full and fair consideration of the facts and give an answer to the technician within five (5) working days of the referral.

b. Step 2 (INFORMAL):

(1) If the matter is not satisfactorily resolved in Step 1, the technician or Union Representative will present the grievance in writing to the Air/Detachment Commander within five working days of receipt of the Step 1 decision, except that:

(a) If the Air/Detachment Commander was the management official issuing the original decision, the grievance may proceed to Step 3 (Formal)

(b) If the Adjutant General issued the original decision, the grievance may proceed to mediation or arbitration as outlined in this article.

(2) The Air/Detachment Commander will give the technician and answer within seven (7) working days after receiving the grievance.

(3) If the aforementioned procedures do not bring about a satisfactory settlement, the technician or the Union, following the date of presentation, may then, within seven (7) working days following receipt of the response from the Air/Detachment Commander, initiate the formal grievance procedures.

c. Step 3. (FORMAL):

(1) The technician shall present his or her grievance in writing to the Adjutant General's Department, Attention: AGTX-FTM-T. A courtesy copy of the formal grievance and supporting documents will be provided to the Air/Detachment Commander. The grievance will contain the following:

(a) A concise statement of the grievance, together with any pertinent supporting evidence.

(b) A statement of the remedial action sought.

(2) Decision of the Adjutant General may sustain, reduce, or revise the action under consideration. He or she will provide written notice to the technician and the Union of his or her decision with 20 working days following receipt of grievance. If the grievance is not satisfactorily settled, the Union may invoke arbitration. Upon request by either party, the parties agree to discuss the matter for resolution.

**Section 7.** Disagreement between the Union and the Employer which are not resolved through informal discussions can be processed only by the Council of Locals President or Designated Union Representative, or his or her designee; or by the senior management official or his or her designated representative. No informal or formal discussions are required prior to submitting a formal grievance by either party. The grieving party will reduce the grievance to writing, setting

forth specific Article(s) and Section(s) of this agreement or Employer regulations and/or policies dealing with such grievance, and submitting it to the Adjutant General's Department (Attention: AGTX-FTM). If no satisfactory settlement is obtained from the Adjutant General's Department, the matter may be referred for arbitration in accordance with Article 20 of the agreement.

**Section 8.** Exclusion. 32 USC 709e are expressly excluded from this article.

**Section 9.** By mutual consent of the Employer and the Union, the services of the Federal Mediation and Conciliation Service may be used to attempt to resolve any grievance by mediation. If mediation is to be used, the parties, or one of them will contact the Federal Mediator no later than 10 working days after receipt of the written answer of the Adjutant General specific in Section 7. If grievances are not settled by the method described above, either the Employer or the Union may invoke arbitration by sending written notice to the other party within 10 working days from the date the answer was provided or due. Nothing herein will preclude the parties from attempting to settle the grievance at any state of the proceeding.

**Section 10.** At any and all grievance steps under this Article, grievance meetings/discussions will be limited to the following: One (1) management official, one (1) Union representative, and the grievant, unless all parties agree to other persons attending.

**Section 11.** Upon request by the grievant, all material relative to any grievance or investigation of a complaint and all records pertaining to the grievance, and not restricted by law or regulation, will be provided immediately at no cost to the grievant and the Union.

**Section 12.** The Employer agrees to provide the technician in their answer to the technician's grievance or any other complaint, the following:

- a. The technician's next avenue of appeal;
- b. The appropriate management of higher agency and Union official to contact for further information;
- c. Notification of the time limit.

**Section 13.** Any time a technician declares he or she has a grievance, he or she shall be entitled to a Union representative.

**Section 14.** A pending or proposed personnel action which has been made the subject of a grievance will be stayed until resolved.

**Section 15.** Extension requests for deadlines will be granted for cause.

**Section 16.** In the event a grievance deadline is not met by the grievant, or the Union, the grievance will be considered resolved and otherwise null and void. In the event a grievance deadline is not met by the Employer, the grievance will be resolved in favor of the grievant.

## ARTICLE 20

## **ARBITRATION**

**Section 1.** When the Adjutant General has issued a decision concerning a grievance processed under the negotiated grievance procedure, and the Union is not satisfied with the decision, then the decision may be submitted to arbitration. However, the Union must, within 30 calendar days after issuance of the Adjutant General's decision, give written notification to the agency requesting such arbitration.

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

**Section 3.** The FMCS shall be empowered to make a direct designation of an arbitrator to hear the case in the event either party refuses to participate in the selection of an arbitrator, or for undue delay on the part of either party.

**Section 4.** If the parties fail to agree on a joint submission of the issue for arbitration, each shall submit a separate submission and arbitrator shall determine the issue or issues to be heard.

**Section 5.** The arbitrator's fee and the expense of arbitration, if any, shall be borne equally by the parties. The arbitration hearing will be held, if possible, on the agency's premises. All participants the hearing shall be in a duty status.

**Section 6.** The arbitrator will be requested to render his/her decision as quickly as possible, but in any event not later than 30 days after the conclusion of the hearing unless the parties mutually agree to extend the time limit.

**Section 7.** The arbitrator's award shall be binding on the parties.

**Section 8.** Any dispute over the application of an arbitrator's award shall be returned to the arbitrator for settlement, including remanded awards.

**Section 9.** The following expedited arbitration procedures are hereby adopted and will be used with respect to any grievances which involve:

- A technician's formal performance appraisal, other than demotions or removals for unacceptable performance under 5 USC, Chapter 43;
  - Reprimands or less and any lesser discipline or counseling;
  - Action imposing sick leave restriction;
  - Other matters as mutually agreed upon by the Agency and the Union; however, the provisions of 32 USC 709e will not be abridged by these procedures.
- a. The parties agree that the primary purpose of this supplemental arbitration procedure is to provide a swift and economical method for the resolution of identified disputes. The parties

agree to take positive action to see that this purpose is fulfilled; and in addition, the arbitrator shall have the authority to take steps necessary to see that the purpose is fulfilled.

(1) The hearing shall be informal.

(2) No briefs shall be filed or transcripts made.

(3) There shall be no formal evidence rules.

(4) The hearing shall be scheduled not more than 10 days after notification to the arbitrator. If the arbitrator is not available to conduct the hearing within the 10 days, the next panel member in rotation shall be notified until an available arbitrator is obtained.

b. A case should normally not require more than 4 hours to be heard with each party being allowed up to two (2) hours to examine witnesses and make opening and closing statements. The arbitrator shall ensure that the length of the hearing is not unnecessarily extended because of irrelevant or repetitious testimony. The arbitrator may also waive the time limits for good and sufficient reasons.

c. The arbitrator may issue a bench decision at the hearing but, in any event, the arbitrator shall render a brief written decision within five (5) days after conclusion of the hearing. This decision shall be based on the record developed by the parties before and at the hearing and shall include a brief written explanation of the decision.

d. The arbitrator's decision shall be final and binding on both parties.

e. The arbitrator shall charge for expenses and one day per diem fee. These charges will be shared equally by the Agency and the Union.

**Section 10.** Absent a negative arbitrator's decision upon the arbitrator of a grievance, the arbitrator shall hear arguments regarding both the arbitrator and the merits of the case at the same hearing. However, the parties may mutually agree otherwise in instances such as highly complex cases which would involve several days of hearings.

**Section 11.** The arbitrator has full authority to award representative fees in accordance with the standards of Civil Service Reform Act.

## **ARTICLE 21 HEALTH AND SAFETY**

**Section 1.** The Employer agrees to provide a safe and healthful workplace for all technicians and will comply with applicable Federal, State, and local laws and regulations relating to the safety and health of its technicians. All personnel are responsible for prompt reporting of observed unsafe conditions.

**Section 2.** The Employer agrees to compile and maintain a record of all accidents or reported possible causes of potential accidents.

**Section 3.** The Employer and the Union will cooperate in the continuing effort to eliminate accidents and health hazards through the Joint Labor-Management Committee. Issues involving health and safety will be dealt with by the committee in accordance with the procedures established in Article 9. The functions of the Committee in this area shall include:

(1) the implementation of Agency safety regulations implementing the Occupational Safety and Health Act of 1970 and current executive orders;

(2) to review safety suggestions, serious lost time accidents or health hazards including reports as to the corrective measures taken to eliminate such accidents in the future;

(3) to promote health and safety training of technicians;

(4) to meet, not less than quarterly, on designated dates for the purpose of inspecting facilities and recommending measures for elimination or control of conditions hazardous to the health and safety of technicians; and

(5) to review equipment operation procedures for enhancement of safety in operating equipment.

**Section 4.** A copy of all accident reports shall be maintained by the Safety Office.

**Section 5.** In the event a Federal or Agency Safety Inspector visits the installation, the designated local representative will be notified of the visit and will be afforded the opportunity to accompany the inspector if he/she so desires.

**Section 6.** The Employer hereby agrees to maintain an occupational health program and to make the following services available:

- a. Technicians are entitled to initial selection of physician for treatment of an on-the-job injury. He or she may choose any licensed physician in private practice who is not excluded, or he or she may choose to be treated at a government facility where one is available. In emergency situations the technician will be taken to the nearest appropriate medical facility for immediate treatment. The cost of the claims for treatment shall be at no expense to the technician, provided the claim is processed in accordance with Department of Labor requirements.
- b. Pre-employment examinations of persons selected for appointment (within the limitations of FPM Chapter 330).
- c. Technician health maintenance examinations periodic physicals required by his/her job.

**Section 7.** Protective devices, when necessary and required, shall be furnished by the Employer and used by the technicians. Safety equipment will meet the full safety standards of OSHA.

**Section 8.** Qualified maintenance personnel, shall perform repair work on or about moving or operating machines. Technicians will work only in safe conditions. This does not preclude the

normal or necessary adjustments to be made to machinery or equipment while in motion or operation.

**Section 9.** The Employer agrees to supply and maintain on a regular basis an adequate number of fire extinguisher B in all sections as approved by the base fire marshal. All technicians are responsible for assuring that fire extinguishers are not tampered with and that clothing, lunch boxes, or other foreign materials are kept away from the fire extinguishers.

**Section 10.** Safety suggestions made by technicians to their first line supervisors which have not been referred for consideration within a reasonable length of time to the satisfaction of the technician making the suggestion, will be supplied to the local Union representative for his/her presentation to the local Joint Labor-Management Committee for action.

**Section 11.** The Employer will notify any technician who is issued an Authorization for Medical Treatment, of the option in benefits under the Federal Employee's Compensation Act. This notification will be provided within three workdays of issuance of the authorization.

**Section 12.**

a. Imminent danger is defined as any condition where there is reasonable certainty that a danger exist than can be expected to cause death or serious physical harm immediately or before the danger can be eliminated by redress through normal hazard reporting and abatement procedures.

b. When it is determined that an imminent danger exists, technicians will not be required to subject themselves to such danger. The technician may refuse to work if an imminent danger exists and this refusal will not subject the technician to punitive or disciplinary

**ARTICE 22**

**ALLOTMENT OF DUES**

**Section 1.** Employer agrees to deduct the regular dues of the Union members who meet the following conditions of eligibility.

- (1) In the unit of recognition.
- (2) Member of the Union in good standing
- (3) Make voluntary allotment for that purpose on Standard Form 1187
- (4) Receive sufficient net pay, not subject to deductions of a higher priority, to cover the total amount of the allotment.

**Section 2.** The Union is responsible for:

- (1) Procuring and distributing, at no cost to Employer or technicians, SF 1187 and SF 1188 for its members who are eligible for dues withholding.
- (2) Certification of the amount of its regular dues for each local.
- (3) Informing and educating its members on the program for allotments for payment of dues, how to revoke allotments, and the uses and availability of the required forms.
- (4) Promptly notifying the facility finance office with the SF 1187, when a bargaining unit member has authorized dues withholding, and promptly notifying the finance office of any member suspended or expelled from the Union.
- (5) Notification, in writing, of the specific office (s) to receive the remittance and the listing of names and amounts withheld, and the specific Union officials authorized by the Union to certify SFs 1187 and 1188.
- (6) Promptly forward any SF 1188 or requests for revocation of allotment to the facility finance office, and the Union official will be considered to be on duty time.

**Section 3.** Employer is responsible for:

- (1) Notifying the Union of all allotments revoked at the request of the technician. Such revocations will only be effective between the anniversary date of the effective date of dues withholding and 30 calendar days prior to the anniversary date.
- (2) Notifying the technicians and the Union when a technician is not eligible for dues withholding and is currently on dues withholding or makes application for same.

**Section 4.** Allotments will be terminated when any one of the following conditions exists:

- (1) Technicians no longer a member of the unit of recognition (except temporary promotion or detail).
- (2) Loss of exclusive recognition by the Union.
- (3) Agreement is terminated/suspended by authority outside DOD.
- (4) Technician is suspended or expelled from the Union.

**Section 5.** Allotments for dues deductions may be submitted at any time. They will be forwarded to the appropriate facility finance office by the designated Union official.

**Section 6.** The amount of dues to be deducted as allotments from compensation may not be changed more frequently than once each twelve months.

**Section 7.** Any revocation of dues withholding allotments will be effective, once annually, between the anniversary date of the effective date of the dues withholding and 30 calendar days prior to the anniversary date.

**Section 8.** Effective dates for actions. The effective dates for actions under this agreement are as follows:

ACTION

EFFECTIVE DATE

a. Starting dues withholding  
Beginning the first pay period after five working days subsequent to date of receipt of properly executed and certified SF 1187 in payroll office.

b. Change the amount of dues  
Beginning the first pay period five working days subsequent to receipt of certification in payroll office.

c. Revocation by technician  
Beginning of first pay period following the anniversary date provided technician has been under payroll deduction for one year.

d. Termination due to loss of membership in good standing  
Beginning of first pay period after date to receipt of notification in payroll office.

e. Termination due to loss of exclusive recognition on which of allotment was based.  
Beginning the first pay period following loss recognition.

f. Termination due to separation  
If action is effective first day of pay period, termination of allotment will be at end of preceding pay period. (b) If action is effective on any other day than first day of a pay period, termination of allotment will automatically be at end of pay period.

**Section 9.** The Union will be fully responsible for any dues allotment transactions which are delayed because of errors committed by Union officials. All disputes are subject to the negotiated grievance procedures outlined in this contract.

**ARTICLE 23**  
**TECHNICIAN ASSISTANCE PROGRAM**

**Section 1.** Policy.

a. The Employer and the Union recognize alcoholism and drug abuse as treatable health problems. Although particular emphasis will be given to those technicians with health problems related to drug or alcohol abuse that may affect the technician's work performance, a technician will not be excluded from seeking or receiving assistance for other personal problems such as financial difficulties, legal, family, or other problems that may affect job performance.

b. Technicians having illnesses related to drug and alcohol abuse will receive the same careful consideration and offer of assistance that is presently extended to technicians having any other illnesses or health related problems.

c. Technicians who have psychiatric problems, or who are suffering from what could be defined as stress related medical conditions, may also be afforded assistance in the program.

d. Sick leave will be authorized for the purpose of treatment or rehabilitation as in any other illness or health problem.

e. The confidential nature of medical records of technicians with drinking or drug related problems will be maintained as provided by law and implementing regulations.

**Section 2.** Program Responsibility.

- a. The Employer will establish a Technician Assistance Program (TAP) and will appoint a TAP coordinator. TPR 792-2 will be the governing regulation for technician assistance in the Texas Air National Guard.
- b. The program will be provided for referral of technicians to resources outside the TXANG for treatment and treatment follow-up. In addition, technicians may avail themselves of the program services on their own initiative.
- c. Rehabilitation expenses are the responsibility of the technician. As with other illnesses, certain specified costs may be reimbursable under applicable Federal Employees Health benefits (FEHB) programs or other individual medical insurance plans in which the technician may be a participant.

**Section 3.** Personnel Actions.

a. A technician's job security or promotional opportunities will not be jeopardized by requesting counseling or referral assistance through the TAP.

b. Technicians having a drug abuse or alcoholism problem will be dealt with by use of non-disciplinary procedures. However if the technician refuses to accept assistance or seek counseling through the Program, and or their job performance conduct is found to be unacceptable, appropriate corrective action, which may include disciplinary and/or adverse action, will be

taken. Notification representation and rights of Union to be present shall be governed by Article 18 of this agreement.

**Section 4.** The Employer agrees:

(1) to make the TAP available to employees and ensure provisions are ,known, particularly the provision concerning voluntary participation.

(2) provide opportunities for employees to attend scheduled TAP education and/or training courses

(3) interview employees who have job performance or behavioral deficiencies and advise such employees of the TAP.

(4) provide opportunity for employees to attend TAP counseling sessions during normal duty hours, when possible.

#### **ARTICLE 24 USE OF OFFICIAL FACILITIES**

**Section 1.** The Employer agrees to provide the Union adequate facilities for official meetings of the Local during the non-duty hours of the employees involved; however, these facilities shall be limited to those under the direct control of the Agency.

**Section 2.** The Employer will provide office space at each flying location, with appropriate fixtures, file cabinets, desks, chairs and telephone service to the Union for official business. At other locations, office space will be provided as needed for the Union to accomplish representational duties. Additionally, the Employer will provide the Union access to DSN telephone service, fax capability, copying machine, and telecommunications system (LAN).

#### **ARTICLE 25 PROMOTIONS**

**Section 1.** The Employer will use, to the maximum extent possible, the skills and talents of its technicians currently employed technicians shall be given first consideration among qualified applicants when filling vacant bargaining unit positions.

**Section 2.** The selecting official for an advertised vacant position may limit his or her consideration of qualified applicants to currently employed technicians, provided Equal Employment Opportunity laws are not abridged and the needs of the Employer as outlined in the States Affirmative Actions plan are considered. All vacancy announcements for the respective unit locations will be posted on a designated bulletin board (s) by the Employer for at least 10 calendar days prior to the closing date of the notice. Additionally, the Union will be provided a copy of all vacancy announcements covered by the Merit Promotion Plan.

**Section 3.** A technician at any time may apply for a promotion in advance of a vacancy occurring or at any time a vacancy actually exists. Technicians who are TDY or on approved leave from duty during the posting period of a vacancy will be considered if he or she applies and is included on the certificate of qualified applicants. The Employer will be responsible for notifying such technicians, through their immediate supervisor, of the announced vacancy.

**Section 4.** Technicians who have been selected for promotion will be released from their old position prior to the effective date of the promotion actions, and in any event, not later than the pay period following the effective date of the promotion action, and in any event, not later than the pay period following the effective date of the promotion action.

**Section 5.** Recommending officials will use information obtained from the application package and from interviews of the applicants, if interviews are conducted. Information supplied by the applicant, either in the application package or during the interview, may be verified by the selecting official. Only information relevant to the applicant's ability to successfully perform in the announced vacant position will be considered in determining the best qualified applicants for the vacancy. A technician's accumulation of earned leave will not be a factor in promotions.

**Section 6.** All applicants will be notified in writing, by AGTX-FTM of their election or non-selection for a vacancy for which they applied. Additionally, applicants who do not meet the eligibility criteria for consideration will be so advised in writing by AGTX-FTM. Upon request of a non-selected applicant or his or her designated representative, the recommending/selecting official will provide the rationale and reasons for the selection.

**Section 7.** Supervisors will keep employees advised of weaknesses in their job performance and potential and will counsel employees on how to improve their chances for promotion.

**Section 8.** Technicians who are detailed to a higher graded position for 30 or more days, shall receive the rate of pay for the position to which temporarily detailed.

**Section 9.** Promotions of unit technicians to other bargaining unit positions will be made in accordance with this Merit Promotion Plan. Disputes over the interpretation and application of the Merit Promotion Plan will be subject to the negotiated grievance procedure. Upon request, the designated Union representative will be permitted to review the records used in the selection process in accordance with 5 USC 7114, such as promotion certificate, pertinent production records, record of awards received, training, experience and education records, and all supervisory appraisals.

## **ARTICLE 26**

### **PERFORMANCE APPRAISALS**

**Section 1.** Policy.

- a. This article addresses the technician Performance Appraisal system as it applies to bargaining unit members.

- b. Responsibilities and procedures for seeking adjustment(s) to a Performance Appraisal and Performance Standards will be accomplished in accordance with TPR 4.30.
- c. The Employer agrees to develop written performance standards pursuant to appropriate regulations.

**Section 2.** All technicians in the bargaining unit will be evaluated on an annual basis under a performance appraisal system that includes performance standards and critical elements of performance that are significant in terms of title, series, grade, and assigned duties. Such standards and critical elements shall be directly related to the technician's official position description. Only written performance standards shall be used as criteria to evaluate bargaining unit employees.

- a. Written performance standards related to the duties and responsibilities contained in the job description will be prepared, revised as appropriate, and must be kept current by the immediate supervisor for each subordinate.
- b. Performance standards will set forth the criteria by which work will be measured for each critical element.
- c. Technicians shall be given the opportunity to participate in the development or revision of performance standards for their positions.
- d. New or revised performance standards will be reviewed and approved by the reviewing supervisor before they become official. A technician will be provided a copy of the performance standard for his or her position upon initial entry to the position, whenever new or revised standards are established, or when requested by the technician. The supervisor shall discuss the standards with the technician in order to assist him or her in understanding what performance is expected of him or her.
- e. Performance standards and critical elements shall be job related to permit objective and accurate evaluations of performance. Performance standards will be applied in a fair and equitable manner.
- f. Guidance on the development of written performance standards is contained in Chapter 430 of the Federal Personnel Manual. Copies of this information will be available to the Union, upon request.

**Section 3.** Technicians shall be given a copy of their position description, performance standards and critical elements that relate to their positions prior to the evaluation period. At that time, the immediate supervisor will assure the standards and elements are fully explained to the technicians and answer any questions the technician has about the standards and elements. A performance rating must not take into account a technician's labor organization representational duties nor the portion of time spent on those duties. The rating shall be based on at least an equivalent of 120 calendar days working under a performance standard. Depending upon the degree of modification or nature of addition, the technician shall be appraised based on at least 120 calendar days working under the revised plan.

**Section 4.** The Union and Employer agree to the following procedure:

a. When a supervisor determines that a technician's work is not of an acceptable level, the supervisor shall counsel the technician, normally in a private setting, and provide him or her, in writing:

(1) An explanation of each aspect of performance in which the technician's work falls below an acceptable level as defined in the technician's performance standard;

(2) Specific actions as to what the technician must do to bring his or her performance up to the acceptable level;

(3) A statement that the technician will be placed on a performance improvement plan to bring his or her performance up to an acceptable level.

b. The technician will be notified in writing of the supervisor's determination at the end of the performance improvement period.

c. Employees in the bargaining unit may be represented by the Union at any stage of an appeal of a denied step increase or any other matter involving performance appraisals.

**Section 5.** When a technician receives an Exceptional or outstanding rating, a further review by the immediate supervisor of the rating shall be made so as to determine if the technician should be nominated for an appropriate award.

**Section 6.** Performance evaluations shall be based solely on job performance during the technician's tour of duty. Supervisors shall not evaluate technicians unless the technician has performed work under direct supervision for a period of at least 120 days. Supervisor appraisals/ratings will not be used as a reward or penalty. Technicians or their Union representatives will be shown any records and evidence which is the basis for a rating, and upon request, provide a copy of material to the technician or Union representative.

a. When management proposes an action to remove a technician for unacceptable performance, the technician will be given a written 30-day warning notice. This will include the specific reasons for the proposed action. The technician shall receive two (2) copies of the notice, and upon request, two (2) copies of the evidence file. The technician will be granted ten (10) calendar days to respond to the proposed notice. Reasonable extensions for just cause will be granted. A final decision to take action under this section shall not be effective until after the end of the advance proposed written notice period. Technicians shall be advised of their rights to appeal. All performance records relating to a 30-day warning notice for unacceptable performance shall be maintained for one year and a copy will be provided to the Union, upon request.

## **ARTICLE 27 EMPLOYEE DEBTS**

**Section 1.** The Employer agrees that no personnel shall be assigned to perform the work of a collection agency for debts allegedly due to by a technician to a private individual or private firm.

However, the Employer is obligated to make payroll deductions for taxes and other court ordered judgements.

**Section 2.** It is recognized that all technicians are expected to pay promptly all just financial obligations. A just obligation is one which the technician acknowledges as being just or which has been reduced to a judgement by court means.

## **ARTICLE 28**

### **INCENTIVE AND SUGGESTION AWARDS**

**Section 1.** It is agreed that all technicians in the unit will be encouraged to participate in the Incentive Awards Program. All suggestions will be processed in a timely and expeditious manner.

**Section 2.** No percentage of money available will be used in determining the number of technicians to receive awards in the unit.

**Section 3.** Supervisors will use the Incentive Awards Program to consider and recommend deserving technicians for Special Achievement Awards.

**Section 4.** Incentive awards granted less than six months before promotion or vacancy occurs will not be considered in filing a vacancy, promotion or for retention purposes.

**Section 5.** Explanation for rejection of all suggestions will be made in writing by the Incentive Awards Program official who speaks in behalf of the Agency. The technician will be afforded the opportunity to review the Agency maintained copy, of the suggestion file if he or she requests and may be accompanied by the Union representative. If a rejected suggestion is determined to be valid in the future, the technician who originally submitted the adopted change will be recognized and compensated, if applicable. Rejected suggestions will be furnished to the technician in writing signed by the Incentive Awards Program official who speaks in behalf of the Agency.

**Section 6.** Consideration for incentive awards and suggestions will be applied on a fair and equitable basis.

**Section 7.** Disputes under this article are subject to the negotiated grievance procedure.

## **ARTICLE 30**

### **ENVIRONMENTAL DIFFERENTIAL PAY**

**Section 1.** When the Employer or Union determine that any Local work situations warrant coverage under payable categories of applicable regulations, it will notify the other party of the title, location, and nature of the hazard to justify payment of environmental differential. Within thirty (30) calendar days of receipt of the notice, the parties shall meet for the purpose of resolving the issue. An agency decision will be rendered on the issue within fifteen (15) workdays of the meeting. At this point, the decision is subject to the negotiated grievance procedures.

**Section 2.** In accordance with applicable regulations regarding environmental differential pay, the Employer will compensate technicians performing covered duties listed in applicable

regulations for Federal employees. Section 3. When the Employer proposes that a local work situation is such that it will be excluded from coverage under payable categories of applicable regulations, it will notify the affected technicians and the Union of the title, location and nature of the hazard for which EDP is to be denied. This notification will be provided at least 60 days prior to the proposed effective date. Upon request of the technician or his or her designated Union representative, Management will meet with the Union representative not later than 30 days after issuing this notice to review the reasons for the proposed exclusion. An agency decision will be rendered within 30 calendar days of the meeting. Extensions will be granted to either party for cause. If the removal is disputed by the technician or the Union prior to the proposed effective date, the actual removal of a technician from EDP will be held in abeyance for a period not to exceed the first full pay period which is 180 days after the original notification. This period will be provided to allow the technician or the Union to develop and submit any information for consideration in the exclusion determination.

**Section 4.** When the Union or the Employer determines that there is a need to establish additional percentages or categories to applicable regulations for which environmental differential should be paid, it will notify the other party of such proposal. The parties will meet for the purpose of developing a request to establish such percentages or categories. The request will be referred to the Office of Personnel Management by the Employer in accordance with applicable regulations.

### **ARTICLE 31 CAMPAIGNS**

**Section 1.** The parties agree that technicians are encouraged to participate in the Combined Federal Campaign, blood donor drives, bond campaigns and other drives. Any such participants, including contributions, by technicians, in whatever manner, shall be on a voluntary basis.

**Section 2.** Nothing shall prevent the Employer from publicizing such programs and from demonstrating support and encouragement for participation in such programs.

**Section 3.** The Employer agrees that the following activities are not permitted:

- a. Solicitation of employees by their supervisor or by any individual in the supervisory chain of command.
- b. Inquiries about a technician's reasons for participating or not participating in a campaign.
- c. Establishing personal goals and quotas. Setting of 100 percent participation goals.
- d. Providing and using contributor lists for purposes other than the routine collection and forwarding of contributions and allotments.
- e. Developing and using lists of non-contributors.

**Section 4.** While both the Employer and the Union recognize the benefit of worth campaigns and drives, there shall be no reprisal or discrimination against a technician who chooses not to participate or contribute.

**ARTICLE 32**  
**GENERAL**

**Section 1.** The parties are committed to the fair and equitable compliance and applications of laws, rules, executive orders, and regulations that apply to technicians.

**Section 2.** Technicians who are requested or required to use their own private vehicle to perform Government business will be reimbursed as provided by applicable regulations.

**Section 3.** Uniforms, hairnets, and head gear, as necessary, will be furnished and replaced on a fair wear and tear basis.

**Section 4.** As necessary, technicians will be furnished suitable leather gloves, foul weather gear and flashlight to use without charge.

**ARTICLE 33**  
**CONTRACTING-OUT BARGAINING UNIT WORK**

**Section 1.** The Employer agrees to inform the Union immediately when contemplating the possibility of contracting-out of bargaining unit work and will continuously keep the Union apprised of the development of the consideration to contract-out. Additionally, comparison of cost performance study for any contracting out study, and copies of any other study reports to which management has access.

**Section 2.** The Employer agrees that all provisions of OMB Circular A-76 will be complied with prior to the implementation of a decision to contract bargaining unit work out.

**Section 3.** The Employer shall not convert commercial or industrial type functions that are presently being performed in-house to a private contractor to circumvent any civilian personnel ceiling.

**Section 4.** The Employer will develop a Statement of Work which shall be complete and accurate. Management will invite the Union to provide input to this Statement of Work.

**Section 5.** The Employer agrees to provide as much advance notice as possible before the letting of bids for the contracting of bargaining unit work.

**Section 6.** The Employer agrees to provide the Union with notification of any decision to contract out bargaining unit work, at least 30 days before implementing the decision.

**Section 7.** When the Employer determines that bargaining unit work will be contracted out, the Employer will notify the Union concerning the impact on bargaining unit technicians. This will include actions involving reassignment, promotion, demotion, transfer, detail, or special retirement. The Employer agrees to negotiate with the Union concerning technicians adversely affected by a decision to contract out bargaining unit work.

**Section 8.** The Employer agrees that all provisions of this article will be complied with prior to the implementation of a decision to contract bargaining unit work out.

**Section 9.** To the extent required by OPM Circular A-76, the in-house estimate of the cost comparison form shall be based on the most efficient organization performance possible.

**Section 10.** To the extent required by 5 USC 7114 (b) (4), the Employer agrees to provide the Union with information pertaining to the contracting out process.

#### **ARTICLE 34**

##### **PARKING**

**Section 1.** Adequate parking facilities without cost to technicians, will be provided within close proximity to their work area. The parties agree that parking will be on a first-come-first served basis with the exception of the reserved spaces for handicapped personnel, governmental vehicles, and off-station visitors.

#### **ARTICLE 35**

##### **IMPASSES IN NEGOTIATIONS**

**Section 1.** When an impasse has been declared by either party, the impasse(s) will be resolved in accordance with Public Law 95-454 utilizing FMCS and FSIP.

**Section 2.** It is understood and agreed by the parties that additional discussions to attempt resolution of the impasse are desirable even while the impasse is under consideration by the Federal service Impasse panel.

#### **ARTICLE 36**

##### **TRAVEL AND PER DIEM**

**Section 1.** Travel.

- a. Prior to a planned mission in a technician status away from home station, affected personnel shall be advised, if mission permits, concerning pay, allowances, types of travel, leave used, and use of credit cards. Under conditions of an operational emergency requiring deployment, whenever possible, technicians will be afforded a 72 hour advance notice.
- b. Technicians may earn compensatory time while performing technician duties at the TDY station when the assigned hours of work extend beyond the normal duty day, in accordance with current FPMs.

**Section 2.** Per Diem

- a. Travel and per diem will be authorized in accordance with DOD JTR Volume II. Technicians will not be directed to perform official travel at their own expense or at rates of allowances or reimbursement inconsistent with the provisions contained in Volume II of the JTR.
- b. Technician travel orders will be issued when technicians are given work assignments at locations where the combination of actual hours of work and travel time exceeds 10 hours.

- c. Advance per diem will be computed in accordance with the JTR. Technicians will inform their supervisors of their desire for advance per diem at the time they are advised of the requirements to travel. The Employer will make arrangements for advance per diem which will be paid not later than two work days prior to TDY departure.
- d. In the event advance per diem cannot be paid to a technician assigned to a TDY location, and such duty would cause financial hardship, the technician's assignment will be reevaluated and consideration of the circumstances will be given to the affected technician. Removal from such TDY may be appropriate and will be accomplished for cause.
- e. Advance per diem will not be provided for an amount less than \$50.00.
- f. The issuance of credit cards to bargaining unit members will be consistent with the provisions of the Code of Federal Regulations. Bargaining unit members issued a government charge card will not be provided a travel advance.
- g. When reimbursement for miscellaneous expenses is required, and such expenditure is authorized beforehand by the supervisor, SF 1164 may be utilized in lieu of DD Form 1610 or computer generated orders.

### **Section 3.** Quarters

- a. Quarters for technicians on TDY will be based upon the installation's published standards. The actual assignment of quarters is at the discretion of the installation billeting office. If the installation billeting office determines the quarters are not available, the Employer is responsible to provide transportation between the duty station and quarters when required for accomplishment of the mission. Per diem may be authorized and will be provided consistent with the JTRs.
- b. If a technician alleges that quarters are/were inadequate and not in accordance with established regulations, the technician may grieve the quarter's assignment at that time or upon return to home station. Such grievances filed while the technician is TDY, will be processed as expeditiously as possible.
- c. Except in cases outside the control of the Employer or when special mission requirements dictate, technicians will not be required to stay in government quarters that fail to meet established standards and criteria.
- d. In the event the quarters provided are inadequate, the technician should contact the appropriate billeting official at the TDY location to resolve the issue. If the issue cannot be resolved at that time, the technician should then contact the most appropriate management official at their home station (normally the first level supervisor).
- e. In the event the home base does not correct the situation or cannot be reached within a reasonable period, the technician is entitled to obtain adequate quarters and the cost for the quarters be submitted for reimbursement, provided the inadequate quarters may have affected the health and safety of the technician. Any disputes will be subject to the negotiated grievance procedure.

**Section 4.** The application of this article is subject to the negotiated grievance procedures.

**ARTICLE 38  
NEPOTISM**

**Section 1.** The Employer agrees that in order to prevent favoritism and collusion, members of the same family will not be appointed, employed, promoted, or advanced in or to a position where a supervisory relationship exists, where favored treatment can ensue, where the job relationship increases the potentiality of collusion. Where such personnel action has been advocated by a member of the same family who has authority to take or recommend such action.

**Section 2.** Member of the same family will be considered to be: father, mother, son, daughter, brother, sister, uncle, aunt, nephew, niece, husband, wife, father-in-law, mother-in-law, sister-in-law, brother-in-law, step-father, step-mother, step-son, step-daughter, step brother, step sister, half-brother and half-sister.

**ARTICLE 40  
ASSIGNMENT OF WORK**

**Section 1.** The Employer agrees that technicians will be assigned to work which is appropriate to the technician's position description, experience, training and grade. Technicians will be furnished a copy of their position description upon initial assignment to a position and as changes are made. Other duties as assigned shall not be construed as meaning work performed at a higher level for an extended period of time.

**Section 2.** A detail is an assignment on a temporary basis of a technician to perform duties not covered by the official position description or definition of the technician position rating for the temporary periods of time authorized by the same standards as the Office of Personnel Management (OPM). It is agreed that details may be used to meet temporary needs of the work program of the activities when necessary services cannot be obtained by other desirable or practical means. Management will ask for volunteers for detail assignments. Assignments of details will be made on a fair and equitable basis among qualified technicians. Details may be made appropriate under circumstances such as follows:

(1) To meet emergencies occasioned by abnormal work load, change in mission or organization, or unanticipated absences such as sick leave or emergency leave.

(2) Pending official assignments, pending description and classification of new positions, pending security clearances, and for training purposes.

**Section 3.** It is agreed that a technician will not be detailed or assigned to a position to perform work when such detail or assignment would endanger the health and safety of the technician or others. Technicians can raise lack of training as a defense to any personnel action involving job performance.

**Section 4.** It is agreed that no detail will be made to evade the principle of recruitment. The Employer assumes the responsibility for keeping details within the shortest practical time limits

and for continuing efforts to secure necessary services through use of appropriate personnel actions. In no event will details last more than one hundred and twenty (120) calendar days without OPM approval.

**Section 5.** The Employer will provide a method for recording details for thirty (30) days or more in order that technicians may receive credit toward qualifications for higher level positions. Upon request from the technician, the Employer will include a document in the technician's personnel folder reflecting detail assignments of less than 30 days.

**Section 6.** Technicians shall have only one immediate supervisor who will make their work assignments and complete their preformation appraisal. However, in the absence of the immediate supervisor, the next available supervisor in the technician's supervisory chain will assign work and in cases of extended absence of the immediate supervisor the next supervisor in the advisory chain will complete the technician's performance appraisal.

#### **ARTICLE 41**

##### **MOTOR VEHICLE OPERATORS**

**Section 1.** Motor vehicle operators qualifications, duties, job performance, and vehicle operations shall be governed by and comply with current Department of Defense (DOD), Federal Department of Transportation (DOT), State and local traffic and safety regulations.

**Section 2.** Motor vehicle operators will not either knowingly or voluntarily, be directed or required to take any action in the performance of their duties which tend to comprise or violate any law, rule, regulation or directive as set forth by agency or department prescribed in Section 1.

**Section 3.** Motor vehicle operators will be trained in vehicle operations, basic vehicle preventive maintenance, emergency vehicle repairs and cargo physical security regulations.

**Section 4.** Truck drivers and fork lift drivers will be furnished suitable leather gloves, foul weather gear, when appropriate, and a flashlight without charge to the employee.

**Section 5.** Drivers will be permitted to take their customary breaks and meal periods during trips which extend over a break or meal period. Additionally, drivers may take an additional ten (10) minute break for each two hours of driving time.

**Section 6.** It is understood that when a technician is operating a government vehicle or motor equipment within the scope of his or her official duties, he or she will be covered by the Federal Torts Claim Act.

#### **ARTICLE 42**

##### **PAY PRACTICES**

**Section 1.** Shift differential will be paid to technicians in accordance with governing regulations. Shifts will not be arranged for the purpose of avoiding payment of differential pay.

**Section 2.** Premium pays for work on Sundays or holidays will be authorized in accordance with governing regulations. It will be reflected on the technician's time and attendance form so that this pay may be granted where authorized.

**ARTICLE 44  
PAY SCHEDULES**

The Employer will continue the present pay plan; i.e., every other Friday, twenty six (26) pay periods each calendar year.

**ARTICLE 45  
EXCUSED ABSENCE AND ADMINISTRATIVE LEAVE**

**Section 1.** Technicians will be granted excused absence or administrative leave will be approved for the reasons set out in Section 2 below, and as approved by AGTX for the other purposes. Excused absence and administrative leave is treated as time worked except that the technician is excused from his/her regular assigned duties, and is administered in accordance with agency regulations.

**Section 2.** Administrative leave will be granted to an employee in conjunction with:

- (a) Attending conferences or conventions when it is determined by the Adjutant General's Office that attendance is in the best interest of the Federal government.
- (b) To take examinations, physical or mental, required as a condition of continued employment or promotional opportunity. This does not pertain to military physicals taken for continued military service.
- (c) For time required to vote when poll is not open at least three hours before or after regularly scheduled duty hours.
- (d) When technicians are ordered to State active duty for purposes, other than to perform law enforcement duties, but not to exceed 40 hours of excused absence or administrative leave per year.
- (e) To participate in civil activities that the Federal government is interested in encouraging, such as inaugurations, dedications of public buildings and projects, and ceremonies for officially invited governmental visitors. Excused absence or administrative leave for these purposes will not exceed three days per year.
- (f) Closing of facilities at the Adjutant General's decision due to utility disruptions, breakdown of equipment, severe weather, or local holidays when federal work may not properly be performed.

**Section 3.** All technicians have an individual responsibility to properly secure leave prior to absenting themselves from the work site. Unless a radio or television announcement or announcement from any other media source specifically identifies an Army or Air National installation, activity, or shop as being officially closed for business, it is open for business. Closing of bases or installations on which Air National Guard units are located will not be considered to have closed the Air National Guard unit.

**Section 4.** Technicians are encouraged to donate blood in their respective communities. Pursuant to TANG Regulation 40 – 600 technicians will be granted absence without charge to leave for blood donations.

#### **ARTICLE 46**

##### **DURATION OF AGREEMENT**

**Section 1.** This agreement will remain in full force and effect for three (3) years from the date of approval by the agency (National Guard Bureau). However, either party may give written notice to the other, not more than 105 nor less than 60 days prior to mid-term date of the contract, of its intention to re-open and amend or modify this agreement.

**Section 2.** Either party may give written notice to the other not more than 105 nor less than 60 days prior to the three year expiration date, and each subsequent expiration date, for the purpose of re-negotiating this agreement. The present agreement will remain in full force and effect during the re-negotiation of said agreement and until such time as a new agreement is approved.

**Section 3.** During duration of this agreement, either party may notify the other in writing of its desire to negotiate supplement agreements. Supplements will be limited to changes in applicable laws and regulations from higher authority which could affect bargaining unit technicians, including court decisions and decisions of the Federal Labor Relations Authority and the Federal Impasse Panel. Any supplements will remain in effect in accordance with the provisions of this article. The present agreement will remain in full force and effect during re-negotiation of said agreement and until such time as a new agreement is approved.

#### **ARTICLE 47**

##### **MANAGEMENT INVESTIGATIONS**

**Section 1.** Technicians being investigated for allegations which could lead to disciplinary or adverse action will be advised in writing by the investigating official of all known allegation(s) under investigation. The technician has the right to a Union representative and will be given the opportunity to explain his or her views of the allegation(s).

**Section 2.** This article applies only to investigations of technicians which are directed by management officials of the Texas National Guard to investigate complaints concerning matters other than Equal Employment Opportunity. It specifically does not apply to investigations conducted by the Inspector General's office or by security agencies.

**Section 3.** A technician under investigation is entitled to be represented by a Union representative, if he or she so desired and requests. The employee and the Union representative will be on official time at any investigative sessions between the investigating official and the investigated technician.

**Section 4.** If the allegation(s) is determined to be unfounded at the end of the investigation, that investigation will be considered closed and cannot be used against the technician(s).

Investigation documentation will be maintained and destroyed in accordance with the applicable regulations; however, documentation concerning investigations which do not result in disciplinary or adverse action will not be maintained or reflected in a technician's personnel file and will be destroyed in accordance with applicable regulations.

**Section 5.** Investigations should be completed as soon as possible. A copy of any management decision to take disciplinary or adverse action as a result of an investigation, will be given to the technician in accordance with Article 18 of this agreement.

**Section 6.** In the even an investigation determines the allegations against a technician are unfounded, the technician will be provided a copy of the findings of the investigation.

**Section 7.** Technicians under investigation will be retained in their present position unless such retention would create a disruption to the work place. In the even that a decision is made to transfer the technician to another position, the decision will be provided in writing to the technician with the reasons for the transfer specified.

**Section 8.** Disputes concerning the provisions of this article are subject to the negotiated grievance procedure.

#### **ARTICLE 48 OUTSIDE EMPLOYMENT**

Technician may engage in outside employment (including self-employment) subject to the following conditions:

- (1) Outside employment cannot interfere with the performance of duties of technicians or involve a conflict of interest or appearance of conflict of interest pursuant to government wide regulations on outside employment.
- (2) Outside employment cannot bring disrepute upon the Employer or the Federal government.
- (3) A technician will not use his or her official position or information acquired from his or her Federal employment to gain unfair or unethical advantage for himself or herself or others in such employment.
- (4) It is understood, however, that such employment must not impair the technician's mental or physical capacity to perform his or her official duties and responsibilities.