

# OREGON NATIONAL GUARD

## COLLECTIVE BARGAINING AGREEMENT

COMMEMORATING 25 YEARS OF PARTNERSHIP  
1995 TO 2020



AMERICAN FEDERATION  
OF  
GOVERNMENT EMPLOYEES  
LOCAL 2986

THE ADJUTANT GENERAL  
OF  
OREGON

HUMAN RESOURCES OFFICE  
OREGON NATIONAL GUARD

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**ARTICLE 1**  
**PARTIES, RECOGNITION & COVERAGE**

**Section A**

The Adjutant General (TAG) is responsible for the functioning of the Oregon National Guard (ORNG). TAG has authority to employ the federal civilian workforce. This agreement covers federal civilian employees of the Oregon National Guard Title 5 (T5) and Title 32 (T32) programs. The ORNG Federal Director of Human Resources administers both T5 and T32 personnel programs on behalf of TAG. T5 personnel administratively serviced by the Civilian Personnel Management Offices (CPMO) at Selfridge Air National Guard Base and Joint Base Lewis-McChord (JBLM) are also fully covered by this agreement. This agreement covers all federal civilians except where specifically prohibited by law. Any provisions of this agreement found to be in conflict with law or government wide regulation are considered severed from the agreement and the remainder of the agreement remains intact.

**Section B**

This Collective Bargaining Agreement (CBA) is made by and between the Oregon National Guard, herein after referred to as the "Employer" and the American Federation of Government Employees (AFGE), Local 2986 herein after referred to as the "Union", and collectively referred to as the "Parties".

The Employer hereby recognizes the Union as exclusive representative and bargaining agent, under the provisions of 5 USC 71, for all Employees in the bargaining unit as defined in Section B of this Article, except for those Employees specifically excluded in 5 USC 7112 (b).

**ARTICLE 2**  
**DURATION & MODIFICATION OF AGREEMENT**

**Section A**

This Agreement will become effective **11 August 2019** and will remain in full force until **11 August 2022**.

**Section B**

Either Party may give written notice to the other Party not more than 120

days or less than 90 days prior to the expiration of this Agreement of their intent to re-negotiate the Agreement. If such notice is given, the Parties will meet for the purpose of re-negotiating the Agreement not later than 60 calendar days prior to the expiration date.

### **Section C**

Mid-term agreements will be reviewed by the Defense Civilian Personnel Advisory Service (DCPAS) as with the Collective Bargaining Agreement. Memorandum of Understanding (MOU) intended to modify this agreement will be incorporated as elements of this Collective Bargaining Agreement.

## **ARTICLE 3** **PUBLIC PURPOSES SERVED BY THIS AGREEMENT**

### **Section A**

It is recognized that The Adjutant General of the State of Oregon is a representative of the Federal Government within the context of this Agreement; that The Adjutant General is dedicated to carrying out the public purpose for which the Army National Guard and Air National Guard is charged.

### **Section B**

It is further recognized by the Parties that improved Employee and organizational performance and efficiency required to meet this public purpose, can be advanced through understanding and cooperation achieved through collective bargaining, in those areas in which bargaining is appropriate in the Federal Service.

### **Section C**

The Union and the Employer agree that supporting the role of the military mission is fundamental to the ORNG T5 and T32 programs.

## **ARTICLE 4** **EMPLOYER-UNION COOPERATION**

### **Section A**

The Employer and the Union agree to sustain the State Labor-Management Partnership Council (LMPC). The State LMPC evaluates,

analyzes, implements, and monitors matters affecting the Labor-Management relationship, and is empowered to negotiate the Collective Bargaining Agreement (CBA). The State LMPC will serve as the forum for Labor and Management to work together in crafting solutions to better serve the Agency's customers, enhance mission readiness, and improve working conditions.

### **Section B**

The LMPC encourages formation of Local LMPC's for the purpose of resolving issues at the lowest level. This will promote partnership in Labor-Management relations at all levels. Local LMPCs will be chaired by one Union Representative and one Employer Representative. To form a Local LMPC, Parties will contact the Labor Relations Specialist (LRS) and the Union President. Labor members of the Local LMPC will be appointed according to Union bylaws.

### **Section C**

It is understood by the Employer that when Union Representatives are performing representational duties and acting in their official capacity, they will be given due respect for their position. They will not be viewed as subordinates.

### **Section D**

There will be no reprisal, interference, coercion or discrimination, either civilian or military, against a Union Representative because of proper performance of his/her duties as a Union Representative.

### **Section E**

National Representatives and staff members will be welcomed to all Employer offices and will be permitted to participate in meetings between Union Representatives and the Employer.

### **Section F**

The Employer will inform each new bargaining unit Employee of the Union's exclusive recognition. The Human Resource Office (HRO) will notify the Union President of new bargaining unit Employees, including the duty contact information each pay period. The HRO/Civilian Personnel Management Office (CPMO) will furnish the Union President a list of the names, positions, and duty stations of all Employees within the bargaining unit semi- annually (February/August).

### **Section G**

A copy of this Agreement will be provided by the Employer to each Employee. Seventy five printed copies will be furnished to the Union for its use.

### **Section H**

The Employer agrees that all official publications affecting personnel policies, practices, and working conditions will be made available by the HRO to all Employees.

### **Section I**

The Supervisory chain-of-command will be defined for Employees. Where more than three Employees are assigned to a given work area, the Supervisory chain-of command will be posted.

## **ARTICLE 5** **CHANGES DIRECTED BY HIGHER AUTHORITIES**

### **Section A**

The Parties understand that changes may be directed by higher authorities, which are binding on the Employer. When such changes occur, that effect conditions of employment of bargaining unit employees, the Employer will notify the Union of the change. For purposes of this Agreement, higher authorities, in order of precedence, are:

1. Federal Law (USC)
2. Government-wide regulations (i.e.: CFR, OPM, GSA)
3. Collective Bargaining Agreement
4. Other Regulations (e.g.: DoD, NGB, TPR, CNGBI/N/M, AFI, AR, Executive Orders, etc.)
5. Local Policies (e.g. Command Policies, SOP, Operating Instructions, MOI)

### **Section B**

The Parties will negotiate the implementation of any changes as defined above upon request of the Union. Agreements reached will be in the form of MOUs as outlined in Article 2, Section C.

## **ARTICLE 6** **RIGHTS AND RESPONSIBILITIES**

This article defines Management, Union, and Employee rights and responsibilities. All rights granted in 5 USC 71 are retained.

### **Section A**

The terms of this Agreement do not preclude any Employee from bringing matters of personal concern to the attention of appropriate officials of the Employer.

### **Section B**

The Union will supply the HRO with a roster of Stewards and inform Employees of their assigned Union Representatives. The Union will notify the HRO of any changes in the designated Stewards. It is the Union's right to designate Representatives. A maximum number of Stewards will be determined in partnership.

### **Section C**

Release of the Union President and the accounting for official time will be covered by a local MOU between the Union President, his or her immediate Supervisor, and the HRO. The procedures in Section D apply until the local MOU is established.

### **Section D**

Reasonable time during work hours will be granted to Union Representatives and aggrieved Employees after considering workload and mission needs. This includes:

1. Representational functions such as attendance at meetings with appropriate Management Representatives.
2. Preparation for and presentation of grievances and adverse action appeals.
3. Union administrative functions not prohibited by 5 USC 7131(b).

### **Section E**

Union Representatives will request a release from their immediate Supervisor prior to responding to a request for representation. The immediate Supervisor must be informed of the general purpose for the absence and where the Union Representatives may be reached. The



Union Representatives will record the date, times and purpose for the absence from duty. If the request is denied, the Supervisor must advise the Union Representative of the reasons for the denial and advise the Union Representatives when he/she may be released.

## **ARTICLE 7** **PAST PRACTICES**

### **Section A**

A past practice is an established pattern of response to a given situation, set over a period of time, accepted either implicitly or explicitly by the Parties involved, but not set in writing nor formally agreed to. In order to constitute a past practice, the practice must first concern a condition of employment as defined in the statute 5 USC 7103 (a)(14). It is recognized by the Parties that personnel policies and practices exist at work locations that are not covered or restricted by Agency regulations or this Agreement. Such past practices may only be changed after meeting and working in cooperation with the appropriate Union Representatives at the work location.

### **Section B**

Emergencies may necessitate the temporary suspension of past practices without following the procedures of Section A.

## **ARTICLE 8** **FACILITIES & SERVICES**

### **Section A**

At the request of a Union Representative, the Employer may provide adequate facilities for Union meetings provided operational needs are not adversely impacted.

### **Section B**

Union Officers and Stewards will have use of agency communication resources to conduct official business. This does not include internal union business. Internal union business is defined as the solicitation of membership, elections of labor organization officials, and collection of dues.

### **Section C**

The Union and Employer recognize that office space is limited. The Employer will provide the Union adequate office space. Relocation of the office will be negotiated.

### **Section D**

As needed, the employer will provide a private space to perform representational duties such as meeting regarding a grievance. The Employer will provide space for the union to secure files and supplies for union representatives at their location.

### **Section E**

Space (minimum 3' x 4') will be provided the Union on bulletin boards of work areas where more than three (3) Employees are assigned. The Union will maintain these bulletin boards using the standards of the work areas for the display of Union literature, correspondence and notices. Posting and removal of Union material from provided bulletin boards will be accomplished by Union Representatives.

### **Section F**

Employees will be allowed access on Agency computer network to view the Union web site.

## **ARTICLE 9** **DUES WITHOLDING PRIVELEGES**

### **Section A**

Dues withholding privileges will be extended to the Union throughout the period of this Agreement.

### **Section B**

Dues are defined as the regular periodic amount required to maintain a member in good standing with the Union. Dues allotments will not include such items as initiation fees, special assessments, back dues, fines, and similar items.

In application of the allotment arrangements, the Union will be responsible for:

1. Certifying SF 1187's completed and signed by eligible

Employees as to the amount of dues and forwarding them to the appropriate payroll office for processing.

2. Certifying SF 1188's and forwarding them to the appropriate payroll office for processing once the required twelve month minimum dues withholding has been reached.

### **Section C**

The Employer will be responsible for:

1. Informing employees that dues allotments are to be entirely voluntary on the part of eligible Employees.
2. Processing 1187's submitted by the Union so that the allotment deductions will normally take effect no more than one full pay period after the allotment has been received in the payroll office. Exceptions will be explained to the Union treasurer.
3. Processing 1188's submitted by the Union so that the allotment deductions will normally take effect no more than one full pay period after the allotment has been received in the payroll office. Exceptions will be explained to the Union treasurer.
4. In the event of a dues increase, the payroll offices, both Army and Air; will process the proper paperwork within one pay period, and after receiving 60 calendar days written notification from the Union treasurer.

## **ARTICLE 10** **COUNSELING, WARNINGS & DISCIPLINARY ACTIONS**

### **Section A**

Counseling and Warnings can normally resolve a problem without the need for disciplinary or adverse action. Counseling and warnings will be recorded on the Supervisor's Employee Brief (SEB) for T5 and T32 Employees, or the AF Form 971 for Legacy Title 5 Employees and initialed by the Employee. In the absence of the availability of an SEB or AF 971 an NGB Form 904-1 may be substituted.

### **Section B**

Technician Personnel Regulation (TPR) ORNG TPR 752, ORNG TPR 752-1, and AFI 36-704 Legacy T5 Employees are recognized by the Parties as official guidance for Discipline, Adverse Actions, and appeals

for the Oregon National Guard. Disciplinary actions are not intended to be punitive in nature but rather to correct an Employee's behavior and may be either informal or formal in nature. Discipline should be imposed for just reasons and should occur within the framework of established procedures. Disciplinary actions are steps taken by the Supervisor to bring to the attention of the Employee his or her violation of rules, standards of conduct, safety practices, or authoritative instructions. Discipline may lead to suspension, or removal. When considering any disciplinary or adverse action, Supervisors and Employers will contact HRO/CPMO. With the Employee's consent and upon request, Supervisors will provide the Union with materials relied upon to support disciplinary or adverse actions after the Supervisor consults with the LRS.

### **Section C**

Informal discipline is an oral admonition. To be considered discipline, the oral admonition must be recorded on the SEB for T5 and T32 Employees, or the AF Form 971 for Legacy T5 Employees in the Supervisor's work folder. In the absence of the availability of an SEB or AF 971 an NGB Form 904-1 may be substituted.

1. The Supervisor will record the date and subject of the oral admonition.
2. The Supervisor will advise the Employee of the right to utilize the Alternative Dispute Resolution (ADR) process, when mutually agreed upon, or the negotiated grievance procedures to resolve their differences.
3. The Employee will initial the entry posted to the SEB for T5 and T32 Employees, or the AF Form 971 for Legacy T5 Employees In the absence of the availability of an SEB or AF 971 an NGB Form 904-1 may be substituted. Initials are not an admission of concurrence, but only an acknowledgment of the entry.
4. No derogatory material of any nature which might reflect adversely upon the Employees' character or career will be placed in his or her Supervisory Work Folder without his or her knowledge.

### **Section D**

Formal discipline includes official written reprimands, suspensions, or removal when such actions are taken for the purpose of corrective behavior or removal for cause. When a formal disciplinary action is contemplated, the following steps will apply.

1. The appropriate Supervisor will investigate the situation or circumstances of the case, if necessary.

2. Employees who are questioned in relation to such investigations will be advised in advance of the reason for the investigation.
3. Employees questioned in an investigation have the right to request Union representation.
4. The Supervisor will discuss the situations and circumstances with the Employee, if available.
5. The Supervisor will carefully consider the Employees' view.
6. The Supervisor will compile the relevant information and base his/her decision on the facts contained therein.
7. The Supervisor will inform the Employee of the reason for initiating the action and proposed penalty.
8. If an official written reprimand is issued, the Employee will be advised of the right to reconsideration and representation under the negotiated grievance procedure.
9. If a proposed adverse action is initiated, the Employee will be advised of the right to reconsideration and representation under the negotiated grievance procedure.
10. Formal disciplinary actions will be initiated and signed by the appropriate Supervisor. Such actions will not be finalized without review and coordination for regulatory compliance by HRO for T5 and T32 Employees or by the CPMO for Legacy T5 Employees.

## **ARTICLE 11**

### **ALTERNATIVE DISPUTE RESOLUTION & GRIEVANCE PROCEDURES**

The Employer and the Union recognize the importance of settling disagreements and misunderstandings promptly, fairly, and in an orderly manner. Efforts will be made to resolve issues prior to filing an official grievance.

#### **Section A**

Alternative Dispute Resolution (ADR) (Mediation) is an alternative to the grievance process using a neutral third party. Employer and employee(s) may elect through mutual consent to initiate the ADR process any time before or during a grievance process. HRO will appoint the mediator. If an ADR is initiated during the grievance process the time constraints will be frozen. In the event a settlement cannot be agreed upon, HRO will be notified, and the grievance process will continue. In the event ADR resolves the grievance, the aggrieved will withdraw the grievance if filed.

## **Section B**

An employee desiring to file a grievance may seek Union representation or may represent him or herself. Only a Union Representative or someone approved by the Union may represent an employee in a grievance procedure. An employee has a right to file a grievance without union representation however, the Union has the right to attend grievance proceedings concerning that grievance.

## **Section C**

The following procedures will be the exclusive procedures available to the Parties and the Employees for resolving grievances.

### **1. Employee Grievance Procedures:**

#### **Step One Formal**

1. Any grievance, except as provided for in Section B, will first be taken up orally and in writing with the Supervisor in an attempt to settle the matter. The Employee or Union Representative must advise the Supervisor that a grievance is being initiated. The written grievance will be appropriately identified as such and will contain the following at a minimum:

- a. Name, grade, and work location;
- b. Details of the grievance to include the provisions in the contract or regulation that may have been violated;
- c. Corrective action desired.
- d. A representational form will accompany the grievance if the grievance is on behalf of an employee.

2. The grievance action must be initiated within 45 calendar days of the situation or knowledge of the action that gave rise to the grievance.

3. If the Employee and Supervisor are unable to reasonably discuss the matter, the Employee may discuss it with the next level Supervisor.

4. The Employee may have a Representative present during meetings with the Supervisor concerning a formal grievance.

5. The Supervisor will make a prompt effort to reach a settlement of the grievance.
6. The Supervisor will notify the Representative when the grievance decision will be presented so that the Union may have a Representative present.
7. If the grievance is not settled within seven calendar days from the time it was received by the Supervisor, or if the Employee is not satisfied with the decision of the Supervisor, he/she may within the next seven calendar days, proceed to Step Two.

## **Step Two**

1. If the aggrieved Employee is dissatisfied with the decision reached through the procedure in Step One, the Representative or unrepresented Employee will promptly contact HRO/CPMO. The HRO/LRS will select a Management Official, outside the aggrieved Employee's Supervisory chain (opposite service if possible). The HRO will then notify the Union and Supervisor of the name of the selected Management Official. The LRS will send the written grievance to the selected Management Official.
2. The Management Official will review all material submitted. The Management Official will consult with Agency Officials, Supervisors and Employees who may have knowledge and information concerning the grievance as needed. The Management Official will meet with the grievant and Representative in order to provide an opportunity to present information orally. The Management Official will maintain a summary of the oral information provided at the meeting.
3. The Management Official will render a decision in writing to the Employee and send a copy to the Representative within 14 calendar days following receipt of the grievance. The grievance file will be sent to the LRS.
4. The Employee may proceed to Step Three if not satisfied with the decision. The Representative or Employee may forward a letter to TAG through HRO/CPMO, within 14 calendar days of the Employee's receipt of the Management Official's decision, requesting the Agency's decision on the grievance.

### **Step Three**

1. The Representative and/or Employee may request a meeting with TAG. TAG will meet with the Representative or the Employee within 30 calendar days after receiving the request.
2. TAG will render a written decision within 14 calendar days after the meeting.
3. If no meeting was requested, TAG will render a written decision within 14 calendar days.

### **2. Union Grievance Procedure**

- a. The Union President or designated representative may submit a written grievance to the Employer, or designated representative within 45 calendar days of the incident or knowledge of the action that gave rise to the grievance.
- b. The Union President or designated representative will meet with the Employer, or designated representative, within 30 calendar days after receipt of the grievance letter. A written reply will be furnished within 20 calendar days following the meeting unless the Parties reach a written agreement resolving the grievance.

### **3. Management Grievance Procedure**

- a. TAG or his designated representative may submit a written grievance to the Union President, through the HRO/CPMO. Such grievances must be submitted within 45 calendar days of the incident or knowledge of the action that gave rise to the grievance.
- b. The Union President or his designated Representative will meet with the Employer within 30 calendar days after receipt of the grievance letter. A written reply will be furnished within 30 calendar days following the meeting unless the Parties reach a written agreement which resolves the grievance.

### **Section D**

The Parties recognize that extenuating circumstances may occur which preclude meeting established time-frames. When this happens, reasonable extension of time will be mutually agreed upon.



## **ARTICLE 12** **ARBITRATION**

### **Section A**

Arbitration will be used to settle unresolved grievances arising under the grievance procedure article. Arbitration may be invoked only by the Employer or by the Union. The decision to refer the grievance to arbitration must be submitted to the other Party within 30 calendar days of the date of the final decision on the grievance.

### **Section B**

Within seven calendar days from the date of notice to the other Party for arbitration, the initiating Party will request the Federal Mediation and Conciliation Service to provide a list of five available Arbitrators. The Parties will meet within seven calendar days after receipt of the Arbitrator list by the Parties. If the Parties cannot mutually agree upon one of the listed Arbitrators, a toss of a coin will determine which Party will strike a name from the list first, with each Party alternately striking a name until only one name remains. Notification of that Arbitrator by either or the Parties will be completed within seven calendar days of selection

### **Section C**

The Federal Mediation Conciliation Service will appoint an Arbitrator to hear the case in the event that:

Either Party refuses to participate in the selection of an Arbitrator or; Upon inaction or undue delay on the part of either Party.

### **Section D**

If the Parties fail to agree on a joint submission of the issue for arbitration, each may submit separately.

### **Section E**

When there is a question of arbitrability, the Arbitrator will rule on the arbitrability prior to proceeding with the case. The Parties may submit their written position concerning arbitrability of the matter to the Arbitrator with copies to the other Party. Where the Parties mutually agree to arbitration

without a hearing, a written stipulation of facts will be jointly submitted to the Arbitrator with a request for a decision based on the information presented.

### **Section F**

Arbitration hearings will be held, if possible, on the Employers' premises during the regular day shift hours of the basic workweek. Participants who are Employees of the Agency will be in a duty status.

### **Section G**

The Arbitrator's decision is binding on the Parties and will be implemented as soon as possible, but no later than 30 days after receipt of the decision. Either Party may request from the Arbitrator clarification of the award which becomes part of the decision. Any such request will be served on the other Party.

### **Section H**

The Arbitrator's fee and the expenses of the arbitration will be borne equally by the Parties. If a transcript is necessary, the expense of arbitration will cover one copy for each Party.

## **ARTICLE 13**

### **POSITION DESCRIPTIONS, PERFORMANCE STANDARDS & APPRAISALS**

#### **Section A**

Individual Position Descriptions (PD) shall be in writing and delineate duties currently assigned to the position. A dated copy of the position description shall be given to the Employee upon assuming the position and at such time as the PD is amended. Each Supervisor's work folder will contain the most recent PD applicable to the position.

The PD is the source document used jointly by the Supervisor and Employee when developing Performance Standards. The Supervisor and Employee will review, sign and initial both documents annually to ensure they accurately reflect the Employees currently assigned duties. If inaccuracies are found, the Parties can use established procedures to correct the deficiencies.

## **Section B**

Supervisors will make efforts to minimize assignment of regular and recurring duties outside of the Performance Standards.

## **Section C**

Evaluating performance is a continuous and ongoing dialogue between the Employee and Supervisor, not limited solely to Annual Appraisals and Mid-term Reviews.

Employee performance is observed and compared to the previously established performance standard.

## **Section D**

Contact HRO for the most current regulations covering Performance Appraisal Program Process and Procedures.

## **ARTICLE 14** **DETAILS**

A detail is the temporary assignment of an Employee to a different position for a specified period, with Employees returning to regular duties at the end of the detail.

1. When a detail involves assignment to a position of a higher pay grade for one pay period or longer, the Employee will be temporarily promoted.
2. Details for over 120 days that are made to a higher grade position or to a position with known promotion potential must be made under competitive promotion procedures.

## **ARTICLE 15** **MERIT PLACEMENT PLAN**

## **Section A**

ORNG Civilian Employee Regulation (CER) 335 is recognized by the Parties as the official Merit Placement Plan (MPP) for the ORNG. The applicable Air Force Manual (AFMAN 36-203 Chapter 2) is the official Merit

Promotion Plan for Legacy T5 Employees. Negotiable changes to the MPP will be negotiated using the LMPC.

**ARTICLE 16**  
**REORGANIZATION, REALIGNMENT & REDUCTION-IN-FORCE**

**Section A**

The Employer will use ORNG TPR 351, Reorganization, Realignment, and Reduction in Force (RIF) to adjust the workforce based on force structure reorganizations and realignments.

**Section B**

The Employer will notify the Union concerning force structure changes affecting Employees as soon as reliable information is received. The Employer will notify the Union prior to implementing any of the processes described in ORNG TPR 351 when these processes will affect Employees.

Specific RIF procedures for Legacy T5 Employees will be applied in accordance with DoDI 1400.25.

**Section C**

The Employer will notify the Union prior to issuing the specific notice of a RIF to Employees. The information furnished will include, at a minimum, the reasons for the RIF, the number and types of positions affected and the approximate date the actions will take place.

The Employer will notify the Union in advance of any RIF meetings with an Employee or group of Employees will be allowed to have a Union Representative present.

**ARTICLE 17**  
**TRAINING**

**Section A**

The Parties agree that continuing Employee development and training is important to the efficient accomplishment of the Agency mission. It is further understood that the Employer will plan, program, and budget for training requirements.

**Section B**

The Union will support programs that enhance mission capability through formal or informal Employee training. Where options are provided for Employees to attend training programs in T5/T32 Civilian or Military status, the Employee will be consulted as to their preference.

**ARTICLE 18**  
**WAGE SURVEY**

The Employer will notify the Union of impending annual full scale and wage change surveys as soon as possible after notification by the Local Wage Survey Committee. Union participation in wage surveys will be fully supported by the Employer.

**ARTICLE 19**  
**LEAVE**

**Section A**

1. Only Supervisors and the Employer have the authority to review and approve leave requests. In the absence of the Supervisor or the Employer, a designated Representative may grant short notice leave requests. Reasonable effort will be made to satisfy Employee desires with respect to approval of annual leave and Compensatory Time Off requests. If denied, actions to reschedule will be initiated by the Supervisor.
2. When a conflict between Employees desiring the same time off and a voluntary agreement cannot be reached between the Employees, preference will be given to the first request.

## **Section B**

1. The Employee will take the accrued Compensatory Time Off within twenty six pay periods after the overtime is worked, or the Employee will forfeit the accrued compensatory time off. It's advisable to use Compensatory Time Off prior to annual leave. Lost or forfeited Compensatory Time Off cannot be reinstated except for LWOP-US and extended OWCP, reference 38 USC 4303 and 5 USC Chapter 81.
2. Compensatory Time Off for Title 5 Employees will be administered in accordance with the applicable section of 5 CFR.

## **Section C**

1. The Employer agrees that in the absence of compelling reasons to the contrary, and when the Employee coordinates his/her request 60 days in advance, special vacations beyond the normal two week period may be granted.
2. Annual leave and sick leave may be used in quarter hour increments.
3. Compensatory Time may be earned and used in quarter hour increments.
4. Military leave may only be used in hour increments.

## **Section D**

1. The Parties agree that sick leave will be granted to an Employee for medical, dental, or optical examination or treatment when incapacitated for the performance of work by sickness, injury, pregnancy or to give care and attendance to a member of the immediate family.
2. The Parties also recognize the expanded use of sick leave as provided for in 5 CFR 630.401.
3. Medical Certificate
  - a. Supervisors suspecting abuse of sick leave may require a medical certificate. Prior to issuing a letter of requirement contact LRS.
  - b. A letter of requirement for medical certification will remain in effect as follows:
    1. First time issue not to exceed 120 days.
    2. Additional issues of letters of requirement will remain in force for not more than one year.
    3. Letters of requirement may be withdrawn at any time by the immediate Supervisor.

- c. This section will be administered in accordance with the applicable provisions of the CFR including 5 CFR 630.405 as amended. Additional Medical Certificate requirements for Title 5 Employees will be in accordance with 5 CFR 630.405 as well.

### **Section E**

Advanced sick leave not to exceed 30 days may be authorized by the Employer in accordance with the following:

1. Total employment record and past record of sick leave usage justify such action.
2. Absence from duty is because of serious disability or ailment.
3. The application of leave is supported by a physician's statement containing certification of the need for sick leave.
4. Annual leave that would otherwise be forfeited is used prior to advancing sick leave.
5. All available accumulated sick leave will be exhausted before advancement.
6. There is a reasonable assurance that the Employee will return to duty to earn and repay advance credits.
7. Under OWCP, in those services or occupations where light duty assignments exist, the Employer will make diligent efforts to provide details to light duty for their Employees who are medically certified as capable of performing only light duty.

### **Section F**

Employees notified of jury duty are responsible for advising their immediate Supervisor. Employees on second or third shift will be assigned to day shift, retaining shift differential, for the duration of the jury duty.

Leave Without Pay (LWOP) will be administered in accordance with 5 CFR 630.

### **Section G**

LWOP may be granted for an Employee to serve as a full-time American Federation of Government Employees officer or Employee for up to one year. The Employer agrees that in the absence of compelling reason(s) for a denial, a one year extension may be granted. When an Employee is on leave without pay for this purpose under the provisions of this Agreement, he or she will be entitled to return to a job of like classification, status and pay, in accordance with appropriate regulations.

## **Section H**

1. Employees that are selected or appointed representatives of the Union to attend Union sponsored training conferences, seminars, and workshops that are of mutual concern to the Government and Employees in their capacity as Union Representatives will be granted on a case by case basis.
2. Requests for administrative leave under the provisions of this section will be submitted to LRS.

## **Section I**

1. Employees will be allowed to conduct Physical Fitness training during scheduled duty hours IAW CER/TPR 339. Physical Fitness training will be coded Regular duty, RF or RG in ATAAPS.

## **ARTICLE 20** **HOURS OF WORK**

### **Section A**

The Employer authorizes two work schedules:

1. The 5-8 basic work schedule of 40 hours per week is comprised of five eight- hour days per week.
2. The approved alternate work schedule is a fixed, compressed 5-4/9 bi-weekly 80 hour pay period consisting of eight nine-hour days, one eight-hour day and one normal day off (NDO).
3. Fair Labor Standards Act (FLSA) covered employees (eg. Non-Supervisory, Title 5 Employees) refer to 29 USC, sections 201 to 219.
4. Requests for deviations from the approved work schedules require an exception to policy (ETP) approval. The request for an ETP will be submitted through the supervisor chain, to the appropriate authority. The Employer will act upon these requests as soon as possible, and may not require employees to participate in a work schedule granted by the ETP.



## **Section B**

“Stand by” and “On Call” duty will be administered in accordance with the applicable provisions of the CFR, including 5 CFR 551.431, and the provisions of 32 USC 709(h). Time spent on Standby duty or in an On Call status is further defined by the following language:

1. Employer and Union agree that an employee’s activities are, “substantially limited” by determining the employee’s directed response time to be fit and present for duty. See 5 CFR 551.431(a)(1).
2. An Employee is in Standby Duty status when the statutory requirements are met and the directed response time is less than two hours. All Standby Duty performed by an Employee will be compensated in accordance with applicable financial guidelines and the negotiated agreement.
3. An Employee is in On-Call status when the statutory requirements are met and the directed response time is two hours or more. On-Call status is not compensated. Actual duty performed as a result of responding from On-Call status will be compensated in accordance with applicable financial guidelines and the negotiated agreement.

## **Section C**

Employees working in activities requiring seven-day-a-week operations will have their tours of duty arranged to allow the Employee two consecutive days off. Except where costs would be substantially increased or the Employer would be negatively impacted in carrying out its mission. The requirement for two consecutive days off may be waived at the request of the Employee. Such requests will receive fair and equitable consideration by the Employer.

## **Section D**

The Employer will provide a reasonable amount of time to allow Employees for the storage, cleanup and protection of tools and equipment and work area prior to the end of the work day. Employees engaged in abnormally dirty work or who are handling toxic materials may be given additional time to clean up prior to their lunch period.

## **Section E**

Each shift will be allowed two paid 15 minute rest periods near the mid-point of each four hour period and the lunch period will be near the mid-

point of the work shift unless mutually agreed upon between the Employer and the Union.

### **Section F**

1. Employee lunch periods are entirely free of duty, and not considered duty time, unless a “working lunch” is utilized.
2. When a working lunch is utilized due to mission needs, a period of 20 minutes or less will be counted as time worked. When a working lunch is in effect Employees must spend the time in close proximity to their work stations and must be available for work. When a working lunch is utilized, the Employee will end their shift early or be compensated for the additional work.

### **Section G**

Employees and Supervisors will make every effort to schedule the Employees' travel within their Compensable time in accordance with applicable travel regulations and directives.

## **ARTICLE 21** **ASSIGNMENT OF WORK**

### **Section A**

An Employee's tour of duty consists of the days and hours of work scheduled in advance. Tours of duty are regular and recurring, and will remain stable to the extent practicable. Assigned tours of duty will be scheduled for a minimum of one pay period in length. Assignments of work are to meet operational and mission needs and not meant to circumvent the disciplinary process outlined in Article 10 Counseling, Warnings & Disciplinary Actions.

### **Section B**

An Employee will be initially assigned a tour of duty. Initial assignments are not permanent assignments unless advertised and competed utilizing MPP.

### **Section C**

When assigning initial and potentially subsequent tours of duty, the immediate Supervisor will consider the requests of Employees using such factors as operational needs, seniority, occupational series,

section assignments, skills or abilities, family needs, and professional development or education.

#### **Section D**

When Management Officials determine that a change to tours of duty affecting a work center/facility or larger organization is required (such as multiple shift, rotating shift, start and stop times, etc.), Management will notify Labor of the impending change no later than two pay periods prior to the first day of work affected by the change. Labor will subsequently notify Management within seven calendar days if they want to impact and implementation (I&I) bargain. If so, the Union President, or designee, and the Management Official proposing the change will determine the method/process of I&I bargaining.

When a change to tour of duty that affects less than an entire work center is determined necessary by Supervision, affected Employees will receive as much advance notice as possible, but not less than two pay periods before the first day of work affected by the change.

The two pay period notice will not be required when Management Officials determine that the organization would be negatively impacted in carrying out its function or that costs would be substantially increased by the notice.

#### **Section E**

When work outside the regular tour of duty is required it will be the practice of the Employer to rotate work assignments among qualified Employees affected to provide equality in distribution of work.

#### **Section F**

Employees affected by any change under this Article will be notified in writing on changes to the work schedule, tours of duty, or hours of work.

#### **Section G**

If there is a conflict between the employee and the proposed schedule change the employee may ask for reconsideration. The employee will submit to the reviewing Supervisor in writing the reasons for reconsideration and the immediate Supervisor will also submit in writing the reasons for the change to a reviewing Supervisor. The reviewing Supervisor will consider the request for reconsideration using the information provided by the employee and the immediate Supervisor.

Additionally, the reviewing Supervisor may consider such factors as found in Section C. The reviewing Supervisor will render a decision in writing to the employee and the immediate Supervisor.

### **Section H**

When a vacancy occurs on a shift after the initial assignment, employees from other shifts who volunteer will be considered using such factors as identified in Section C.

### **Section I**

Employees may exchange shifts if both employees agree to the exchange, Supervisor(s) approve, and no other request has been made. If other requests have been made or more than one employee is interested in the shift exchange, supervision will consider using such factors as those in Section C to determine which employees will exchange shifts.

## **ARTICLE 22** **OVERTIME & CALL BACK**

### **Section A**

Overtime is duties assigned and performed in addition to normally scheduled workday or workweek.

### **Section B**

Overtime is not compensated by direct pay for T32 employees. Overtime is compensated by granting Compensatory Time Off after the overtime is performed. Overtime pay or Compensatory Time Off for Title 5 Employees will be administered in accordance with the applicable section of 5 CFR.

### **Section C**

Callback is:

1. When an Employee is required to return to the duty station to perform work outside the workday or workweek. Upon arrival at the duty station, the Employee will be credited with a minimum of two hours Compensatory Time, even in the event their services may not be necessary.
2. When an Employee is required to perform work remotely, the

Employee will be compensated for time spent, rounded up to quarter hour increments. Callback will be kept to a minimum.

## **ARTICLE 23** **HOLIDAYS**

### **Section A**

Employees are entitled to all designated Federal holidays or the day designated as an in-lieu-of holiday if an alternate work schedule is being worked. Holiday pay for Technicians is twice the regular rate of pay, for up to eight hours, and will be administered in accordance with CNGBI 1400.25, vol 630. Holiday pay for Title 5 Employees will be administered in accordance with the applicable section of 5 USC 5546. Every effort will be made to ensure that Employees are free to observe holidays and work will be scheduled in order that Employees will not be required to work on holidays unless it is essential for the accomplishment of the mission.

## **ARTICLE 24** **TRAVEL & ADEQUATE QUARTERS**

### **Section A**

The desire of the Employer is that Employees be housed in adequate quarters while on temporary duty (TDY). The LMPC may develop usage agreements for use of quarters if it is determined that there are no adequate quarters available within the State of Oregon.

Federal Employees will not be required to use quarters at Camp Rilea or Kingsley Field.

The adequacy of government quarters in state operated facilities under the jurisdiction of The Adjutant General of Oregon will be determined by using the "Common Standards of Adequacy" listed in applicable, Air Force (AFI 34-246), and Army (AR 420-1) Directives.

### **Section B**

The Employer will notify Employees of requirement to travel as soon as possible, to allow Employees to make travel arrangements during normal working hours.

Employees will not be required to travel without valid orders, oral or

written. Where options are provided for Employees to travel in either Civilian or Military status, the Employee will be consulted as to their preference. When possible, the Employee's preference will be honored.

## **ARTICLE 25** **HEALTH & SAFETY**

### **Section A**

The Employer and the Union will cooperate in the continuing effort to eliminate accidents and health hazards. Each Employee will comply with safety rules of the Employer and perform work in a safe manner at all times. The Employer agrees to provide a safe and healthful work place for all Employees and will comply with applicable Federal, State and local laws, and regulations relating to health and safety. All Employees are responsible for prompt reporting of observed unsafe conditions.

### **Section B**

1. In accordance with good work practices and applicable Occupational Safety and Health Codes (OSHA), management is responsible for providing equipment or apparel required for safe employment. This equipment or apparel shall be furnished, used and maintained in a sanitary and reliable condition, and will fit properly. Employees will not be required to work without the required Personal Protective Equipment (PPE).
2. Coveralls and cold weather PPE will be provided as outer garments ensuring protective covering to personnel when working with contaminants such as but not limited to grease, fuels, and oils. They are intended to protect the individual from unusually dirty and grimy conditions.
3. The Employer will provide maintenance and cleaning of the coverall.
4. Because coveralls' only intended use is for the safety of the Employee as stated in paragraph 2 above, coveralls will not be worn outside the work area except as authorized by the Supervisory chain. The Parties agree that practices will be consistent within a work area.

### **Section C**

The Employer will insure that Employees have been properly oriented on the use of new equipment or machinery and will ensure that such equipment or machinery has been properly inspected for safety before initial use. Employees other than qualified maintenance personnel will not

be required to perform repair work on or about moving or operating machinery. This does not preclude the normal or necessary adjustments to be made to machinery or equipment while in motion or operation.

#### **Section D**

The Employer agrees that the Union should be provided the opportunity to submit information on health and safety in work place and have such information considered. The ARNG and ANG Safety Officers will seek input from work area Stewards when conducting routine or scheduled work area safety inspections.

#### **Section E**

The Union President or his designee will attend safety meetings as a member of the council.

#### **Section F**

The Employer will provide required training for all personnel designated as hazardous material and substance handlers, as listed in 29, 40, and 49 CFR.

### **ARTICLE 26** **WORKERS' COMPENSATION**

#### **Section A**

When an Employee suffers a work related injury or industrial illness (occupational disease) in the performance of duties, the Employee is entitled to file a workers' compensation claim. The Employee/witness will immediately notify a Supervisor who will ensure the individual is informed on the procedures for filing a claim for benefits under the Federal Employees Compensation Act (FECA), administered by the Office of Workers Compensation Program (OWCP) The Supervisor will ensure information is provided about the type of benefits available, including specific reference to any option to file a claim for disability compensation or continuation of pay (COP) if the Employee is injured or disabled. For more information contact the HRO Employee Relations Specialist.

#### **Section B**

When a CA-1, CA-2 or CA-6 form is forwarded to the Department of Labor, the union will be notified of the injury, illness or death with the

location and nature of the event.

### **Section C**

The Union will provide two voting members, the Union President and/or designee(s), to attend the FECA council. This council meets quarterly to discuss FECA claims and develop methods and means to possibly reduce the expense of claims.

### **ARTICLE 27** **TOOLS**

Furnishing tools is an Employer responsibility. However, where existing policy permits use of personal hand tools, the Employee may continue to use their hand tools at their own risk of loss.

### **ARTICLE 28** **PERSONNEL RESEARCH PROGRAMS & DEMONSTRATION PROJECTS**

The Employer agrees that prior to implementation of any test program under the provision of Title VI, Chapter 47, PL 95-454, the Union will have the opportunity to negotiate such test programs to the extent permitted by Title VII, PL 95-454. Any research or demonstration project will be consistent with and may not amend or waive any provision of this Agreement, except by mutual written consent of the Parties.

### **ARTICLE 29** **WEAR OF CIVILIAN ATTIRE**

32 USC 709(b)(4) says that Military Technicians (Dual-Status) must: "While performing duties as a Military Technician (Dual-Status), wear the uniform appropriate for the member's grade and component of the armed forces." However, the Employer and Union agree that there are certain events at which the wear of appropriate civilian attire by Union Representatives and other bargaining unit members is beneficial and enhances the event environment. The Employer and Union therefore agree to the following:

1. The Employer and the Union fully support the wear of appropriate civilian attire by Union Representatives while attending representational functions (5 USC 7114). Union Representatives may also wear appropriate civilian attire to training courses where



they are invited to attend in their official Union capacity.

2. The Employer authorizes all Employees to wear appropriate civilian attire to agency sponsored events limited to the following: training events where the goal is clearly to impart labor relations knowledge and skills (i.e. Interest Based Bargaining, Basic Labor Relations, and Mediation Training). The Employer has delegated to the HRO the authority to expand this authorization on a case-by-case basis.

**APPENDIX B**  
**MEMORANDUMS OF UNDERSTANDING**

(INTENTIONALLY LEFT BLANK)