

Negotiated Agreement  
Between  
The Adjutant General of Colorado  
and  
The Mile High Chapter  
of  
The Association of Civilian Technicians  
Local #48

February 10, 2015

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# ARTICLE 1

## ***GENERAL PROVISIONS***

### **SECTION A PREAMBLE**

1. The following articles constitute an Agreement by and between The Adjutant General (TAG), State of Colorado, hereafter referred to as the Employer, TAG or COANG, and the Association of Civilian Technicians Mile High Chapter 48 (ACT 48), hereafter referred to as the Union or ACT 48. Collectively the Employer and the Union will be referred to as the Parties.
2. This Agreement of the Parties hereto, has the intention and purpose to:
  - a. Promote and improve the efficient administration of the COANG and the well-being of its employees.
  - b. Provide for the highest degree of efficiency in the accomplishment of the operation of the Colorado Air National Guard (COANG).
  - c. To establish a basic understanding relative to personnel policy, practices and procedures, and matters affecting other conditions of employment within the jurisdiction of The Adjutant General (TAG).
  - d. To provide the means for amicable discussion and adjustment to matters of mutual interest.
  - e. Promote employee communication and information of personnel policy and procedures.
3. SPOKESPERSON
  - a. For the Union: Those individuals designated in writing by the President of ACT 48 as being authorized to conduct the affairs of the Union.
  - b. For the Employer: The Labor Relations Specialist (LRS) will serve as the primary contact regarding labor related issues.
4. All provisions in this agreement that refer to duties or responsibilities of specific supervisors, managers, or organizational elements are intended as a guide as to how to handle a particular situation. The Employer retains the discretion to determine which personnel and/or organizational elements will perform the work. The union retains the discretion to bargain procedures and appropriate arrangements relating to the impact on working conditions where applicable

### **SECTION B - BARGAINING UNIT DETERMINATION**

1. ACT 48 was designated and selected by a majority of the Title 32 Technician employees of the Colorado Air National Guard (COANG) as their representative for the purpose of exclusive recognition. Therefore, pursuant to 5 USC 71, ACT 48 is the exclusive representative of all employees in the bargaining unit.
2. For the purpose of this Agreement, the bargaining unit of the COANG will be all Title 32 employees of wage grade and general schedule pay grades, including temporary and probationary employees, who are not excluded by paragraph 3 of this section.
3. EXCLUDED: All Title 32 supervisors and management officials, employees engaged in federal personnel work in other than a purely clerical capacity, professional employees, Active Guard Reserve (AGR) and State employees.

## **SECTION C - EMPLOYEE'S RIGHTS**

1. The Parties recognize that each employee shall have the right to form, join, or assist any labor organization or to refrain from such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Nothing in this Agreement will require an employee to become or to remain a member of the Union, or to pay money to that organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.
2. The Employer recognizes the right of employees to organize and express their views collectively, or to refrain from such activity. Employee participation in collective bargaining with respect to conditions of employment, through the representatives chosen by the employees, contributes to the effective conduct of the COANG and the well-being of its employees.

## **SECTION D - MANAGEMENT RIGHTS**

1. Nothing in this Agreement will affect the authority of any management official of the COANG:
  - a. To determine the mission, budget, organization, number of employees, and internal security practices of the agency.
  - b. To hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees.
  - c. To assign work, make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted.
  - d. To select personnel for positions from properly ranked and qualified candidates and/or any other appropriate sources.
  - e. To take whatever action necessary to carry out the agency mission during emergencies. As a guideline, an emergency situation is a situation posing sudden, immediate and/or unforeseen requirements for the Employer as a result of natural phenomena or other circumstances beyond the Employer's reasonable control or ability to anticipate.
2. Nothing in this article will preclude the Employer and the Union from negotiating:
  - a. At the election of the Employer, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, tour of duty, or on the technology, methods, and means of performing work;
  - b. Procedures the Employer will observe in exercising any authority under this article; or
  - c. Appropriate arrangements for employees adversely affected by the exercise of any authority under this section by the Employer.

## **SECTION E - UNION RIGHTS AND DUTIES**

1. The Union is the exclusive representative of the bargaining unit and is entitled to act for, and to negotiate agreements covering, all employees in the bargaining unit. The Union is responsible for representing the interests of all employees in the bargaining unit it represents without discrimination and without regard to membership.
2. An exclusive representative of the Union shall be given the opportunity to be present, informed in advance of the time and subject matter whenever possible, at any formal discussion between one or more employees and any representatives of the Employer concerning any grievance or any personnel policy or practices, or other general conditions of employment. An exclusive representative of the Union will be given the opportunity to be present at any examination of an employee during an investigation, formal or informal, if the employee reasonably believes that the examination may result in disciplinary action and if the employee requests Union representation.

3. The Union will not interfere with, restrain, or coerce any employee in the exercise of their rights under the law. The Union will not coerce, discipline, fine, or attempt to coerce a member of the Union as punishment, reprisal, or for the purpose of hindering or impeding the member's work performance or productivity as an employee. The Union will not discriminate against an employee on the basis of race, color, religion, national origin, sex, age, marital status, or physical/mental handicap.
4. The Union will not call or participate in a strike, work stoppage, or picketing of the Employer in a labor management dispute if the intent of such picketing interferes with COANG operations.
5. Internal union business such as soliciting membership, collecting dues, electing officers, general meetings, posting and distributing literature will be conducted during non-duty hours.
6. After coordination with the Employer's Spokesperson and the Employer's concurrence, the Union president or designated representative will be given the opportunity to visit work areas of the COANG during normal duty hours. This would include visits during Swing and Midnight shifts. This time will be used to visit with bargaining unit members about concerns or problems the Union may be able to assist with. Up to four (4) hours of official time per quarter may be used for this function.

## **ARTICLE 2**

### ***LABOR - MANAGEMENT COOPERATION***

1. The Parties agree to meet regularly to discuss subjects of mutual concern. The Air Commander has established a COANG Union Council that meets at least quarterly. Meetings with senior level managers, one supervisory level below those managers attending the Union Council meeting may be conducted as necessary. The Parties may call employees in for consultation as required during these meetings. Normally, the Parties will have a minimum of one (1) member from the contract negotiating team present at all meetings. Agenda items will be presented to the other side not less than five (5) working days in advance of the scheduled meeting.
2. The purpose of these meetings is to:
  - a. Encourage a good working relationship between the Employer and the employee.
  - b. Improve employee working conditions.
  - c. Promote Employer/employee training and education programs.
  - d. Improve employee morale, safety or other related matters.
  - e. Discuss potential Impact and Implementation (I&I) Bargaining concerns.
3. Where specifically expressed in this Agreement or applicable regulation, the Employer agrees that the Union will be afforded the opportunity to have a representative participate as a member of a committee/board concerning bargaining unit members.
4. Upon request, but not more frequently than quarterly, the union will be provided with a list of bargaining unit employees.
5. The Employer will inform new employees of the Mile High Chapter's exclusive recognition for bargaining unit members during the New Employee Orientation briefing. During this briefing, and as provided by the Union, a current list of Union officers and stewards will be provided to each new bargaining unit employee. The Union will be afforded the opportunity to attend and answer questions at New Employee Orientation briefings.
6. The supervisor of a new bargaining unit member should introduce the employee to the appropriate Shop Steward or Union Official, normally within the first two weeks of employment.

## PRE-NOTIFICATION FOR UNFAIR LABOR PRACTICES (ULP)

1. The Parties agree to attempt to solve matters at the lowest level possible, but in the event that a ULP is considered, the following procedures will be adhered to. Nothing here precludes either party from exercising their rights in filing a ULP.
2. The Parties agree that prior to filing an Unfair Labor Practices (ULP) charge, the charging Party will serve upon the charged Party, written notice of the alleged ULP charge. If the charged Party requests the opportunity to discuss the issue(s), the Parties will attempt resolution within 15 working days, unless more time is mutually agreed to. HRO/LRS will mediate and attempt to have both parties come to a mutual agreement.

## ARTICLE 3

### ***PERTINENT INFORMATION AND DIRECTIVES***

#### **APPLICABLE TO THE EMPLOYER AND THE EMPLOYEES**

1. Pertinent regulations and directives will be made available upon request during normal work hours.
2. Employer will post an updated copy of the COANG Full Time Manning Document electronically to the COANG common drive.
3. All COANG employees will be briefed by the Employer regarding the content of this Agreement.
4. The Parties recognize joint responsibility for the administration and enforcement of this Agreement.
5. The Employer will arrange for the electronic posting of this agreement.

## ARTICLE 4

### ***UNION OFFICERS AND SHOP STEWARDS***

1. Union Officers and Shop Stewards are official Union representatives. It is understood they may speak for the employees of a section. Union representatives acting on official time as provided in Article 8, will not be required to wear the military uniform when performing union representational functions and will be addressed as Mr., Mrs., or Ms. as appropriate.
2. The Union will provide a list of all officers and stewards, whether elected or appointed, to the HRO annually during the month of June, and when changes occur. Management officials will be advised of the change(s), as appropriate. The Union agrees to be responsible to advise all members of the bargaining unit changes.
  - a. The LRS will ensure all supervisors are provided a new list when changes occur.
  - b. The Union will post the new list for all members of the bargaining unit.

## ARTICLE 5

### ***IMPACT & IMPLEMENTATION BARGAINING***

1. Employer exercise of a management right that changes a condition of employment is subject to impact and implementation (I&I) bargaining in accordance with 5 USC 7106.
2. Employer will notify the Union, in writing, of the planned exercise of a management right that changes a condition of employment. Employer will hold implementation of the change in abeyance pending completion of I&I bargaining unless: (1) the Union fails to inform Employer within fourteen (1) calendar days of receipt of the notice that the Union demands bargaining; (2) the necessary functioning of the

agency or the need to end a legal violation requires that implementation occur prior to completion of bargaining; or (3) the change is covered by the contract.

## **ARTICLE 6**

### ***EQUAL EMPLOYMENT OPPORTUNITY/SEXUAL HARASSMENT COMPLAINTS***

1. The Parties agree to cooperate in providing equal opportunity to all qualified applicants and current employees. The Parties will also work together to eliminate discrimination based on age, race, color, religion, sex, national origin or physical/mental handicap. The Parties will promote and support all programs for equal employment opportunity through positive and continuing effort.
2. The Parties agree that sexual harassment in the work place will not be tolerated. Reported cases of sexual harassment will receive prompt action.
3. Complaint Procedures: Any employee who believes they have been discriminated against in any matter because of race, color, religion, sex, age, national origin or physical/mental handicap may file a complaint through statutory procedures.

## **ARTICLE 7**

### ***SENIORITY***

1. Seniority not statutorily based on service computation date will be defined as total Colorado National Guard (CONG) full-time service as a Title 32 Technician. The Employer will create and maintain a seniority list based on total fulltime CONG service. The Employer will post this list in each work area and annotate the employee's CONG seniority date in the employee's personnel records. Employees who leave and return to the CONG will have their seniority date adjusted based on full-time CONG service. This seniority date:
  - a. Will be applied in determining priority for selection for work assignments, shifts, etc., from among employees who are deemed by the Employer, in its sole discretion, to be available and qualified for the assignments;
  - b. Will be applied in determining priority for granting competing or conflicting requests for annual leave or compensatory time off by employees deemed by the Employer, in its sole discretion, to be eligible for grant of such requests;
  - c. Will be used as a tiebreaker when necessary.
  - d. Will be used to setup rotations, if necessary.
2. Seniority based on service computation date will apply to all statutory or regulatory applications which are non- negotiable, i.e. RIF.

## **ARTICLE 8**

### ***HOURS OF WORK***

1. WORK SHIFT ISSUES (NORMAL BARGAINING UNIT):
  - a. The administrative work week will be seven (7) consecutive days, Sunday through Saturday. The basic workweek will normally consist of five (5) eight (8) hour days, followed by two (2) consecutive days off. Holidays do not affect the designation of the basic workweek. This is not intended to restrict the flexibility of the Employer to vary actual hours of work/workdays to accomplish the mission or to accommodate alternate work schedules.

- b. The Employer will endeavor to maintain alternative work schedules, to include the four (4) ten (10) hour workweek, where and whenever practical at the sole and exclusive discretion of Employer, within all areas of the bargaining unit to include all locations in the State of Colorado.
- c. Work will normally be scheduled during the same core hours each day as identified by the supervisor.
- d. Subject to the needs of the mission, work schedule changes will be kept to a minimum. Whenever possible, a minimum of fourteen (14) calendar day notice will be given to employees when they are assigned a different work schedule. It is understood that due to the changing mission of the Guard, it may be necessary to change a work schedule with less than the required fourteen (14) days in order to meet mission requirements. Should such be necessary, the affected employee will be allowed a reasonable amount of time, as determined by the supervisor, to attend to important personal matters.
- e. As the mission permits, all equally qualified employees (as determined by Employer), whether bargaining unit members or not, may substitute for one another on regularly scheduled work shifts in order to permit an employee to be absent from work to tend to personal matters. This practice will be called “trading time.” Trading time will not require additional compensation on the part of the Employer. The Employer will make every reasonable effort to approve trading time, subject to mission or other compelling reasons. Trading time will have no effect on hours worked provided:
  - (1) The trading of time is done voluntarily by the employees involved and not at the direction of the Employer;
  - (2) The reason for trading time is not to benefit the Employer, but to satisfy the employee’s desire or need to tend to personal matters; and,
  - (3) The trading of time will not affect the number of hours an employee works within the same pay period.
- f. The Employer will assign personnel to work shifts based on mission requirements and individual employee qualifications. The Employer will fill remaining positions on all shifts based on seniority, using the bid process outlined below:
  - (1) Employees will submit shift bids in November for the following year.
  - (2) The effective date of the work shift change will be the first pay period of January.
  - (3) Should a shift vacancy occur after the “bid month”, employees may bid for that opening.
  - (4) If changes to a scheduled work shift are temporary, re-bidding will not be required.

2. PERSONAL CLEANUP TIME:

- a. Employees will be allowed a reasonable amount of time (normally a minimum of ten (10) minutes) prior to the lunch break and the end of the day for personal cleanup, if necessary. Regardless of the amount of personal cleanup time permitted, employees will not depart the workplace prior to the end of their established shift.
- b. This provision will not preclude the Employer’s right to assign work.

3. REST PERIODS:

- a. The Employer will determine the need for rest periods in accordance with applicable directives and establish the times when rest periods will be taken.
- b. Normally the rest period will not exceed fifteen (15) minutes for every four (4) hours worked.

Variations in the workload, type of work being performed, climatic conditions, and the shift type will be considered when determining the need for additional breaks. It is understood that rest periods are paid time and may be adjusted according to job requirements.

- c. Rest periods will not be taken in conjunction with the lunch period nor the beginning or the end of the workday.

#### 4. LUNCHPERIODS:

- a. Each employee will be authorized forty-five (45) minutes free from duty for a lunch period each day. The lunch period will normally be between the hours of 1030 and 1300. All bargaining unit members will be allowed to use any forty-five (45) minute period within this time frame, subject to mission requirements. It is understood that the scheduling of events may occur during this core lunch period, but this will not be a continual practice. Second, Swing or Mid-shift workers will be allowed their lunch period at about the mid-point of their shift.
- b. If an employee is required to work without a lunch period, they will be compensated in accordance with applicable directives in effect at the time of the occurrence. As may be permitted, the Employer and the employee will agree on the method of compensation. However, employees may not continually elect to work through their lunch period in order to leave the work site early.

#### 5. STANDBY/ON-CALLSTATUS

- (1) Time spent on standby duty or in an on-call status will be determined in accordance with 5 CFR 551.431.
- (2) Time Spent on Standby Duty or in an On-Call Status The parties agree that when required, an On-call rotational list shall be created for the purpose of covering all situations. However, although the Employer will make reasonable efforts to ensure the list is implemented in a fair and equitable manner, both parties agree that at times, the mission may require greater coverage by members who possess the most mission-relevant qualifications. Parties agree that qualified volunteers will meet On-call requirements first.

## ARTICLE 9

### ***COMPENSATORY TIME / IRREGULAR WORK***

- 1. There are two (2) categories of work accomplished outside of normal duty hours (irregular or overtime work) – scheduled and unscheduled.
  - a. Scheduled overtime work is programmed in advance of a known requirement.  
  
Employees and the Union will be notified a minimum of seventy two (72) hours in advance of the work start time, whenever possible.
  - b. Unscheduled irregular or overtime requirements; affected employees will be notified as soon as possible, and normally not later than one (1) hour prior to the end of the work shift.
- 2. The administration of irregular or overtime work is solely a function of the Employer.
  - a. Factors that will be considered include, but are not limited to the nature of work, the need for special skills, the priority of the work to be accomplished, and the number of employees required.
  - b. The Employer may also consider the employee's outside activities when making overtime assignments.

- c. First consideration for irregular or overtime work will be given to those employees currently assigned to the job who volunteer for the overtime assignment.
  - d. Second consideration will be given to qualified employees who volunteer in the functional area where the overtime work is required. Qualified volunteers will be selected based on seniority. The supervisor will fill remaining requirements based on reverse seniority. Refer to Article 7 for a definition of Seniority.
3. Compensation for hours worked outside normal duty hours (irregular or overtime work) will be in accordance with applicable directives.
  4. Compensatory time may be earned for jobs worked outside of the local area as permitted by pertinent regulations.

## **ARTICLE 10**

### ***LEAVE***

1. Annual, Sick and Compensatory time are earned and used in fifteen (15) minute increments.
2. ANNUALLEAVE
  - a. Annual leave is a qualified right of the employee. However, this leave will be administered on a uniform and equitable basis within the duty section. The Employer will consider the requirements of the COANG and the individual.
  - b. All annual leave an employee earns during the leave year becomes available for use as it is accrued. Pursuant to TPR 630, there is no entitlement to advance annual leave. Before approving leave in excess of the amount actually earned, the supervisor must have reasonable assurance the employee will be in a duty status long enough to "repay" the leave advanced before the end of the leave year. In most cases, when an employee who is indebted for advance annual leave separates from Federal service, he or she is required to refund the amount of advance leave for which he or she is indebted."
  - c. Reference TPR 630 "Absence and Leave Program"
  - d. Each employee will submit a tentative request for projected annual leave which exceeds three (3) continuous days of leave to the supervisor not later than 31 January of each year. The Employer is encouraged to publish deployment and annual training dates with tentative manning requirements not later than 31 January each year. The employee will request sufficient leave to assure that they will not be subject to forfeiture of annual leave at the end of the leave year.
  - e. The Employer will inform the affected employee(s) as soon as possible of approval, disapproval, cancellation, or need for rescheduling of annual leave. This will be done in writing, normally not more than thirty (30) days after the 31 January date. Should the need arise to cancel an employee's scheduled leave due to an unforeseen or emergency situation, the Employer will notify the employee as soon as possible of the problem in writing.
  - f. If conflicts arise from leave requests:
    - (1) The seniority list for the area will be the tool used for resolution.
    - (2) Subsequent year scheduling conflicts among the same individuals will be resolved using a rotation list.
  - g. Once scheduled, an employee may change their leave only if the needs of the mission will allow rescheduling and if it does not interfere with the approved leave of other employees. Requests

for changes to the approved schedule may be submitted by the employee at any time. The request will be approved or disapproved in writing within fourteen (14) days of receipt of the employee's corrected leave request.

- h. Requests for periods of leave less than three (3) days may be made, in writing, at any time prior to the time requested. Approval or denial of the request will be left to the discretion of the on-duty supervisor and the employee will be notified of the decision. Should the request for leave be denied, the reason for the denial will be provided to the employee by the on-duty supervisor, in writing.
3. SICK LEAVE. The Parties agree that sick leave is not intended to supplement annual leave. Accordingly, the Employer and the Union will periodically advise the employees of the purpose of this provision and attempt to prevent the abuse of this benefit.
- a. Sick leave is a qualified right of the employee for emergency and/or prearranged medical, dental, and optical appointments, or to care for immediate family members. This type of leave will be earned, granted, and/or advanced in accordance with applicable statutes and regulations.
  - b. Requests for sick leave must be approved in advance when the situation permits. When medically unable to report for work, the employee will notify the immediate or on-duty supervisor as to the nature of their condition as soon as possible, normally no later than one (1) hour after the employee's scheduled reporting time.
  - c. When the Employer suspects sick leave abuse or when the agency determines it necessary, the Employer may require the employee to provide medical certification to substantiate a sick leave request for any duration.
    - (1) If the agency requires a medical certificate to authorize sick leave, of any duration, the agency will inform the employee of the requirement in advance or within a reasonable time after the employee notifies the agency of the sick leave request.
    - (2) If the agency determines that an employee's sick leave record is questionable—due to absences for short periods at frequent intervals and reason to believe the sick leave privilege is being abused, or another reason—the agency will notify the employee of the determination and may advise the employee that a medical certificate will be required to support any future grant of sick leave regardless of duration
    - (3) The agency may grant sick leave only when the need for sick leave is supported by administratively acceptable evidence. The agency may consider an employee's self-certification as to the reason for his or her absence as administratively acceptable evidence, regardless of the duration of the absence. An agency may also require a medical certificate or other administratively acceptable evidence as to the reason for an absence for any of the purposes described in § 630.401(a) for an absence in excess of 3 workdays, or for a lesser period when the agency determines it is necessary.
    - (4) If the agency requires a medical certificate to authorize sick leave for an absence of three (3) work days or less, without in advance having made and informed the employee of a determination that the employee's sick leave record is questionable, the agency within a reasonable time after the requirement is imposed will notify the employee in writing of any reasons, and any facts supporting the reasons, that are the basis for the requirement. A copy of the notice, with the employee's personal identifiers deleted, will be delivered to the union

- (5) An employee must provide administratively acceptable evidence or medical certification for a request for sick leave no later than 15 calendar days after the date the agency requests such medical certification. If it is not practicable under the particular circumstances to provide the requested evidence or medical certification within 15 calendar days after the date requested by the agency despite the employee's diligent, good faith efforts, the employee must provide the evidence or medical certification within a reasonable period of time under the circumstances involved, but no later than 30 calendar days after the date the agency requests such documentation. An employee who does not provide the required evidence or medical certification within the specified time period is not entitled to sick leave.
- (6) Upon the employee's request, the agency will meet with the employee to discuss a notice provided under paragraph 3. The agency will afford the union opportunity to attend the meeting unless the employee objects

- d. The Employer will endeavor to provide light duty for an employee whose physician recommends such duty, for a period not to exceed one hundred twenty (120) days. Continuation in a light duty status is subject to an appropriate medical evaluation.

#### 4. COMPENSATORY TIME

- a. Compensatory time off is granted to employees in lieu of overtime pay on a basis of time earned for time off. Compensatory time may be earned in fifteen (15) minute increments.
- b. All compensatory time should be scheduled and used before annual leave to avoid forfeiture.
- c. Requests for using compensatory time may be made prior to the time requested. The on-duty supervisor will approve the request unless mission essential requirements dictate otherwise. Approval or denial of the request will be left to the discretion of the on-duty supervisor and the employee will be notified of the decision. Should the request for leave be denied, the reason for the denial will be provided to the employee by the on-duty supervisor, in writing.

#### 5. LEAVE WITHOUT PAY

- a. Leave without pay may be authorized upon the employee's request for reasons acceptable to the Employer to avoid a break in employment where there is insufficient accrued leave and the employee is authorized to be absent from work due to illness, injury, or pregnancy and confinement.
- b. The permissive nature of LWOP distinguishes it from Absence Without Leave (AWOL), which is an absence from duty that is not authorized or approved (including leave not approved until required documentation is submitted), or for which a leave request has been denied.
- c. Upon request, LWOP of up to two years may be considered for the purpose of serving as a union officer or representative at the National Level.

# ARTICLE 11

## ***OFFICIAL TIME FOR UNION REPRESENTATION***

1. GENERAL: "Official Time", or "time on the clock", as described in 5 U.S.C. 7131, is for use by an exclusive representative in the representation of bargaining unit employees. Bargaining unit employees who are approved for release from duty to consult with a Union representative will be considered on official time. Union representatives may be granted official time under the following circumstances:
  - a. Representation of employees in grievances and adverse actions, or at formal meetings.
  - b. Labor/Management Forum meetings.
  - c. Meetings and hearings before the Federal Labor Relations Authority (FLRA), if determined by the FLRA to be necessary.
  - d. Travel time to and from meetings scheduled by the Employer.
  - e. Collective bargaining agreement negotiation, including preparation time.
  - f. Impact & Implementation bargaining, when a formal demand to bargain has been made and proposals have been presented by the Union to the Employer.
  - g. Situations agreed to between union and the Employer.
  - h. If requested by Employer.
2. PROCEDURES:
  - a. Union representatives will be granted official time for the purposes listed in paragraph 1 of this article in an amount the agency and the representative involved agree to be reasonable, necessary, and in the public interest.
  - b. Bargaining unit members requiring official time will obtain the immediate supervisor's approval prior to leaving their work area. Requests will include the purpose of the absence, the anticipated duration, and location where the member can be reached. The supervisor may delay the member's departure based on mission requirements. If delayed, the Parties shall arrive at a mutually agreeable time for release. The on-duty supervisor will give the member an opportunity to inform any personnel who may be impacted by the delay.
  - c. If the member anticipates being delayed in returning beyond the time granted, they will immediately contact the on-duty supervisor to determine whether the supervisor can extend the time granted, or require the member to return to work. Upon return to the work area, the member will report to the on-duty supervisor to announce their return to duty.
  - d. In no case will internal Union business such as the solicitation of membership, election of labor organization officials, and collection of dues, be performed during the time the member is on official time.
  - e. The Union will appoint no more than one (1) primary and one (1) alternate in each organizational element to act as a steward for representational purposes.

3. UNION TRAINING:

- a. The Union is authorized up to 80 hours of official time for training per year for union officers, and 40 hours of official time for training per year for union stewards. Travel time will count toward the training hours. Total time for training and travel will not exceed 300 hours per calendar year, or 360 hours in any 18 month period. The submission process is as follows:
  - (1) The Union will submit a request for official time to the Employer's Chief Spokesperson a minimum of thirty (30) calendar days in advance of the scheduled program. Requests made inside the thirty (30) calendar days will be approved whenever possible.
  - (2) The request will include a complete agenda and description of the program or training to be attended, the names and duty section of the Union representatives selected to attend, and the inclusive dates of the scheduled program so a determination can be made whether the training is reasonable, necessary, in the public interest and of mutual benefit and interest to the Parties.
  - (3) Training will be considered to be in the public interest to the Parties if it covers matters such as contract administration, grievance handling, information related to federal personnel/labor relations laws, regulations and procedures, or matters listed in 5 USC 7114.
  - (4) The Chief Spokesperson will advise the Union in writing of the Employer's decision.

## **ARTICLE 12**

### ***ENVIRONMENTAL DIFFERENTIAL / HAZARDOUS DUTY PAY***

- 1. Environmental Differential Pay (EDP)/Hazardous Duty Pay (HDP) requests will be handled in an expedient manner in accordance with current directives.
- 2. All differentials presently paid will remain in effect until there is a recommendation from the EDP/HDP committee (including at least one representative from the Union), that the differential should be discontinued.

## **ARTICLE 13**

### ***HEALTH, SAFETY AND WELFARE***

- 1. The Employer, shall, consistent with applicable laws, executive orders and regulations, be responsible for furnishing to and maintaining for employees, places and conditions of employment that are free of recognized hazards that are causing or likely to cause, work-related death, injuries or occupational illnesses to the employee..
- 2. Employees will be permitted to take care of all employment related health and safety requirements during normal work hours.
- 3. All tasks involve a degree of hazard. Employees will not be required to perform duties of a hazardous nature until completion of all necessary briefings, instructions, training, or schooling if such are required by their position and duties. The Employer will also be responsible to provide all required safety/protective equipment.
  - a. Unsafe equipment will be removed from service until rendered serviceable.
  - b. When a disagreement arises between an employee and the Employer over an alleged unsafe condition or equipment, the appropriate Safety Office will be called for assistance.

- c. Should an employee believe that the COANG is violating Air Force Occupational Safety and Health (AFOSH) or Occupational Safety and Health Administration (OSHA) requirements or standards and after notifying the Employer of the problem, the employee may contact either of these agencies without fear of reprisal.
- d. The term “Imminent Danger” will be defined as conditions or practices in any work place which could reasonably be expected to cause death or serious physical harm (a risk of injury of any sort is not sufficient). If an employee encounters an imminently dangerous condition:
  - (1) Employees will make reports by the most expeditious means available.
  - (2) The employee has the right to decline to perform the assigned task because of a reasonable belief that, under the circumstances, the task poses an imminent risk of death or serious bodily harm, coupled with a reasonable belief that there is insufficient time to effectively seek corrective action through normal hazard reporting and abatement procedures.
  - (3) The Union will be afforded the opportunity to have a representative accompany safety inspectors and supervisors during a physical inspection of the work place involved. Safety inspectors are authorized to deny the right of accompaniment to any person whose participation interferes with a fair and orderly inspection.
  - (4) Should the Safety Office decide the condition does not pose an imminent danger, or if the supervisor gives the instruction to work, with or without attempted corrective action, the employee must choose between:
    - i. Setting aside their concerns and perform the work or;
    - ii. Disobey the order and risk disciplinary action, for example, insubordination.
  - (5) Continued refusal by the employee at this point would be justified if there was a reasonable basis for the employee to believe there was imminent danger present.
- 4. The Union will assist the Employer in emphasizing that employees report accidents, incidents, injuries, failure to use proper safety equipment, or illness sustained on the job in a timely manner. Periodic safety related information will be given to the employee by the Employer.
- 5. The Employer agrees to consider inclement weather and wind chill factors (equivalent chill temperatures) that constitute unsafe working conditions, such as rain, wind and snow when making assignments that would expose employees to such elements.
  - a. The Parties recognize the hazards of working in extremely cold temperatures, and acknowledge the necessity for accomplishing certain tasks even in the most extreme temperatures.
  - b. Weather information will be provided by the appropriate weather service.
- 6. The Parties agree that extremely hot weather conditions may constitute unsafe or hazardous working conditions. When temperatures reach or exceed 90 degrees (F), precautions will be taken to prevent possible heat related injuries or accidents, for those employees who work outdoors, or in areas that are not climate controlled.
- 7. All Personal Protective Equipment (PPE) required by applicable safety regulations will be provided by the Employer at no cost to all employees requiring those items. Title 32 employees are authorized to wear PPE regardless of work attire. The Employer will replace any PPE made unserviceable on the job. Personnel who require corrective lens for normal vision, and are required to wear eye protection to perform their job, will be provided at no cost to the employee:
  - a. Spectacles with protective lens which provide optical correction and are equipped with side shields, lens may be either clear/tinted or;

- b. Safety goggles that can be worn over spectacles without disturbing the adjustment of the spectacles or;
  - c. Safety goggles that incorporate corrective lens mounted behind the protective lens.
8. The Union will be given the opportunity to provide a representative, on official time, as a member of safety councils or safety teams and/or be present during any safety meeting/survey.
9. The Employer will encourage all Employees to participate in physical fitness activity. Time allowed for such activity will be permitted in accordance with TAG policy. The Employer agrees to be flexible in scheduling, subject to mission requirements.

## **ARTICLE 14**

### ***USE OF OFFICIAL FACILITIES***

1. At the request of the Union, the Employer will permit the Union to use a suitable room for official meetings of the Union during non-work hours. The Union agrees to assume necessary custodial responsibilities by ensuring that the facility is left in the same or better condition after use.
2. The Employer will provide the Union with a sole-use office.
3. The Employer agrees that the Union will be allocated space on designated bulletin boards in all facilities where an official Employer bulletin board is maintained. The space will be of a size mutually agreed upon between the Union President and the Employer's Chief Spokesperson. The Union official or steward will be responsible for keeping the Union portion of the bulletin board neat, up to date and orderly in appearance.
4. The use of COANG data processing equipment is authorized for subjects of mutual interest to the Parties, examples: negotiations, FLRA petitions, memorandums of agreement and training materials. The use of data processing equipment is subject to approval by the appropriate supervisor after considering availability, mission requirements, and security restrictions.

## **ARTICLE 15**

### ***WAGE SURVEY REPRESENTATION***

Bargaining Unit Members will be authorized to participate in Federal Wage System (FWS) wage surveys when directed by the local Wage Survey Committee.

## **ARTICLE 16**

### ***DUES WITHHOLDING***

1. The voluntary allotment of payment for dues will be managed as follows:
  - a. The Union will obtain and furnish SF 1187's, for eligible members desiring to authorize an allotment for withholding of dues from their pay.
  - b. The form will be completed and certified as to eligibility to have such deduction, and the member will be advised of the content of the form.
  - c. The amount to be deducted will be .008 of the member's basic rate of pay. The factored amount will be noted on the SF 1187 prior to being submitted.

- d. The completed SF 1187 will be submitted at any time to the civilian pay section. Normally the effective date for withholding will be not later than the first pay period after receipt in the civilian pay section.
2. Civilian Pay Section will, upon receipt of an SF 1187, process the request in a timely manner, normally not to exceed one (1) pay period after receipt and verify the amount (.008) annotated on the SF 1187 to be correct.
3. If the National Organization directs a change in dues deductions, the Union will notify the Defense Finance Accounting Service in writing with the new deduction factor and effective date.
4. **REVOCATION OF UNION DUES:** Bargaining unit members who wish to revoke their dues will complete a SF 1188, Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues. These forms will be available in the Union office or on-line. The SF 1188 will be completed and turned into a Union Official for processing. The form will be held in the Union office until the first pay period prior to the effective date, at which time, the Union will provide the form to the Civilian Pay Office. . The requirements for termination are:
5. A member may not revoke their allotment until after their anniversary date, (that date which the member first started the allotment). The member must submit a SF 1188, prior to the anniversary date but it will not become effective until the first full pay period after the anniversary date.
6. After the first anniversary a member may revoke their allotment for payment of dues at any time by submitting a SF 1188 prior to 1 September. Revocation will not become effective until the first full pay period after the first day of September.

## **ARTICLE 17**

### ***EMPLOYEE PROGRAMS AND TRAINING***

1. The Parties recognize the importance of programs established for the welfare of employees. The Parties agree to encourage employee participation in appropriate programs. (These programs may include, but are not limited to, drug and alcohol assistance, education, physical fitness, etc.)
2. **TRAINING:**

It is agreed that initial and continuing proficiency training is essential. Recurring training also is essential because of the rapid development of new materials, systems and operational hazards and the evaluation of corresponding protection procedures and devices. At the discretion of the Employer, and within budget limitations, the Employer will provide suitable training programs to support the existence of a competent work force. Included will be required retraining due to introduction of new equipment and/or technology. The Parties will encourage employees in self-development and participation in local colleges, seminars and workshops as a means of increasing their job knowledge and proficiency.

## **ARTICLE 18**

### ***TRAVEL AND TEMPORARY DUTY***

1. **TRAVEL:**
  - a. Employees will normally be scheduled for official travel during the normal work hours. Employer directed travel time outside of the employee's normal work hours will be compensated as permitted by law, rule or regulation.
  - b. Employees have the option of providing their choice of transportation for Employer directed travel. Official travel time for employees providing their own transportation will be the required

time of the scheduled common carrier of the government furnished transportation.  
Reimbursement will be in accordance with the Joint Travel Regulations.

2. TEMPORARY DUTY:

- a. The Employer understands that certain circumstances associated with TDY may cause personal or financial hardship with employees. At the discretion of the Employer, an employee may request to be released from a TDY assignment if a qualified replacement is available, and the mission allows.
- b. Subject to funding limitations and at the discretion of the Employer, employees may be allowed to deploy in either technician or military status, subject to statute or regulation.
- c. If a Technician is required by the Employer to attend a non-Professional Military Education (PME), technical or Field Training Detachment (FTD) school, and if funding and the option is available, employees may be allowed to attend the training in technician status, subject to applicable laws and/or regulation,. Technicians may be required to attend training in military status.

3. GOVERNMENT TRAVEL CARD (GTC)

- a. The employee will be required to use the GTC and abide by all laws, rules and regulations governing its use.
- b. Split disbursement selection in accordance with (IAW) 10 USC 2784a is mandatory. The GTC must be used for lodging, transportation, rental vehicles and is encouraged for other incidental Temporary Duty (TDY) expenses.
- c. Employees will submit travel vouchers within five (5) workdays after completion of travel.
- d. Use of GTC for items not authorized by the employee's travel orders or the Department of Defense (DoD) Financial Management Regulation (FMR) and/or failing to repay travel card charges may subject the user to appropriate administrative or disciplinary actions. (Refer to Article 24 of this agreement).

## ARTICLE 19

### ***DETAILING, TEMPORARY PROMOTIONS and REASSIGNMENTS***

1. A detail is an official personnel action where an employee is assigned duties other than those of their permanent position, but receives the salary attached to the permanent position. Details provide a means for current employees to be effectively used to perform work for which no continuing need exists, or to perform duties of an existing position on a temporary basis.
2. Details of employees out of their specialty must be used in a judicious manner. They are intended to meet temporary situations, such as emergency workload, absence of employees, pending authorization and classification of the new position or other types of manpower needs that cannot be met by normal personnel actions.
3. When practical, SF 52's for details will be prepared prior to detailing employees.
  - a. Details of thirty (30) days or less will be documented in the supervisors work folder.
  - b. Details of more than thirty (30) days will be accomplished on an SF 52 with the reason(s) for the detail.

4. Temporary promotions are used to meet a situation requiring the temporary services of an employee in a higher graded position. Temporary promotions are for one hundred twenty (120) days or less with a non-competitive limitation. The employee must meet all regulatory and qualification requirements. The supervisor will submit a SF 52 to the HRO prior to the proposed effective date of the temporary promotion. Any prior service under details to higher-graded positions or temporary promotions to higher- graded positions during the preceding twelve (12) months will count toward the one hundred twenty (120) day non-competitive limitation.
5. A detail of more than one hundred twenty (120) days to a higher graded position, or to one with known promotion potential, must be made under competitive promotion procedures.
6. The Employer will keep details within the shortest time limits practical and will make continuing efforts to secure a long-term solution through the use of other appropriate personnel actions.
7. The Employer will accomplish all reassignments in accordance with statutes and regulations.

## **ARTICLE 20**

### **RADIOS IN WORK AREAS**

The Employer agrees to allow the operation of portable electronic devices in the work areas, i.e., shops, warehouses and offices, with discretion, as long as their operation does not disturb those in the work areas, cause a noise disturbance, or create an offensive environment. The above mentioned devices may not be used with headphones.

## **ARTICLE 21**

### ***TECHNICIAN PROBATIONARY PERIOD***

The purpose of this Article is to provide general information not otherwise found in Technician Personnel Regulations

Probationary technicians serve a one year trial period upon initial hire as a technician. However, supervisors will make every effort to contact the HRO for assistance/guidance no later than 90 calendar days prior to the end of the probationary period if performance, leave, or conduct problems develop and the supervisor is contemplating removal. Failure of the Employer to initiate action within 90 calendar days will in no way interfere with the Employer's right to remove the technician from employment.

## **ARTICLE 22**

### ***PERSONNEL RECORDS***

1. Employees will receive a copy of each document placed in the employee's Official Personnel File (OPF).
  - a. An employee, upon verbal request, or their representative, designated in writing, may inspect the employee's OPF, maintained by HRO or by the employee's supervisor.
  - b. Other than the employee or their officially designated representative in accordance with item "1a" above, only those persons designated in governing regulations will be allowed access to an employee's OPF, or to any information extracted there from. This restricted access does not prevent access as required under law or a court order.
  - c. Prior to inspecting an employee's OPF, any authorized person other than those required access to the file in order to carry out their official duties, will be required to sign a record indicating their name, organization symbol, and the current date.

- d. Supervisors may use a locally drafted form to meet the intent of this Article.

## **ARTICLE 23**

### ***EMPLOYEE'S DRESS***

1. EMPLOYEE DRESS:
  - a. Should there be a directed change in the uniform/work attire to be worn and maintained by bargaining unit employees, the Employer will satisfy its bargaining obligations if such change represents a change in conditions of employment.
  - b. Employees engaged in work that is especially dirty, or exposes their uniform to oils, grease, or other such damaging materials, may be authorized to wear coveralls, at the discretion of the supervisor.
  - c. Non-dual status technicians will maintain a clean and neat appearance and dress in attire appropriate for their work environment.
2. MILITARY UNIFORMS:
  - a. The Employer will issue uniforms, rank, authorized patches, and nametags.
  - b. The Employer will provide for sewing on all authorized accoutrements.
  - c. The Employer will issue up to five (5) T-shirts annually.
  - d. Items "a", "b", and "c", of this paragraph do not apply to Commissioned Officers in the bargaining unit. Members of the Bargaining Unit who are officers shall receive uniform allowances as authorized by 37 USC 415-417.

## **ARTICLE 24**

### ***DISCIPLINE***

1. GENERAL
  - a. The purpose of this Article is to summarize and provide general information on conduct issues based on applicable TPR 752. Actions based solely on job performance will be handled in accordance with the agency performance appraisal system. In some cases, disciplinary actions are necessary; however, they should be of a constructive nature.
  - b. In order to be effective, constructive discipline must be timely.

## **ARTICLE 25**

### ***POSITION DESCRIPTION / CLASSIFICATION***

1. Every employee in the Bargaining Unit will receive a copy of the position description for their assigned position, upon request. The position description will contain major or principal duties needed for the purpose of classification. The position description may also be used as a basis to identify training, qualifications, and performance requirements. Identical positions may be covered by the same position description.

2. Any employee who believes the position description or classification of their position is inaccurate will consult with the immediate supervisor for clarification. If the supervisor cannot answer the employee's questions about the classification/description, the supervisor will request assistance from the HRO. That office will then address issues of interpretation and application of standards to the supervisor and the employee. Following the classifier's interpretation/decision, and if the employee is in disagreement, the supervisor will advise the employee on appeal rights, grievance actions, and/or Union representation.
3. The term "other duties as assigned" as part of the position description means those duties that are normally related to the job/position. If unrelated duties are assigned on a routine basis, consideration will be given towards amending the position description to include such duties. Work assignments will not violate prohibited personnel practices, relevant laws, rules, regulations or this agreement.
4. Vacancies may exist from time to time that cannot be filled due to manning restrictions or delays in position hiring. Qualified employees who volunteer will be considered first for assignment of duties. If no volunteer(s) exist (s), these duties may be equitably distributed among the remaining work force.
5. Employees subject to a downgrade action based on classification will receive no less than thirty (30) days in advance of the effective date:
  - a. A written notice advising the employee of the downgrade action;
  - b. A copy of the new position description or current position description if no changes are being effected;
  - c. Access to the OPM-Civil Service classification standards the position was graded by; and,
  - d. Further information and assistance on rights and appeals preparation.
6. If any position is downgraded with a substantial change of duties, and such action is considered a Reduction In Force (RIF), then existing RIF procedures of this agreement will apply. In all other cases, downgrades resulting from reclassification will be considered as classification actions.
7. In the event that downgrades or reductions in force are necessary, the Employer will meet its bargaining obligations. In such cases, the provisions of Article 5 will be followed.

## **ARTICLE 26**

### ***HIRING PROCEDURES***

**POLICY:** It is COANG policy to fill all positions with the best qualified individuals available and to ensure all employees have an opportunity to develop and advance to their full potential. All vacancies will be filled on the basis of merit and job-related experience factors. All actions under this article will be made without discrimination based on race, color, religion, sex, national origin, marital status, membership or non-membership in an employee organization, and age or non-disqualifying physical/mental handicap (except for military requirements).

**SCOPE:** This article encompasses all bargaining unit employees of the COANG. It will be used to fill positions through initial appointment, promotion, reassignment, reinstatement, demotion and transfer.

The most current version of DMVA Regulation 690-200 Full Time Support Management Procedures will be the governing document for hiring COANG employees.

# ARTICLE 27

## *GRIEVANCE PROCEDURES*

### SECTION A – GENERAL INFORMATION

1. Title 32 employees within the bargaining unit are required to use this grievance procedure as the means of resolving all grievances. All grievances will be presented not later than 60 calendar days after the grievance took place or the individual becomes aware of the event(s) that constitutes the grievance, whichever is later. Either party may seek interpretation of meaning or intent of the agreement from representatives of the negotiating teams.
2. A grievance is:
  - a. Any complaint by an employee concerning any matter relating to their employment which is subject to the control of the Employer.
  - b. Any complaint by the Union concerning any matter relating to the employment of any employee which is subject to the control of the Employer.
  - c. Any complaint by an employee, the Union or the Employer concerning:
    - (1) Any claimed violation, misinterpretation, or misapplication of any law, rule or regulation affecting conditions of employment; or,
    - (2) The effect or interpretation or a claim of a breach of the terms of this agreement.
3. The following claimed violations are specifically excluded from this procedure:
  - a. Prohibited political activities.
  - b. Retirement, life insurance, or health insurance.
  - c. A suspension or removal under 5 USC 7532 (National Security).
  - d. Any examination, certification, or appointment.
  - e. The classification of any position which does not result in the reduction of grade or pay of any bargaining unit employee. This may be appealed under other procedures.
  - f. An EEO complaint.
  - g. Non-selection for promotion from a group of properly ranked and certified candidates.
  - h. An action terminating a temporary promotion within a maximum period of two (2) years and returning the employee to the former position or comparable position from which temporarily promoted or assigned.
  - i. Non-adoption of a suggestion or disapproval of a quality salary increase, performance award, or other kind of honorary or discretionary award.
  - j. A preliminary warning or notice of a specific action, which, if effected, would be covered under the grievance procedure, i.e. a notice of proposed suspension.
  - k. Separation actions taken on an employee serving a trial or probationary period.
4. The Parties agree this is the exclusive procedure available for bargaining unit employees to process grievances.

5. Employees have the right to present their grievance to the Employer for prompt consideration. This procedure provides a means for prompt and orderly consideration and resolution of employee grievances. In exercising this right, the employee(s) and the representative will be free from restraint, coercion, discrimination, or reprisal.
6. The Union has the right to:
  - a. Present and process grievances on its behalf or the behalf of bargaining unit employees. Union grievances will be initiated at the lowest management level having the discretion to provide the requested remedy.
  - b. Carry a grievance forward even if the grievant withdraws.
7. **TIMELIMITS:**
  - a. The time limits outlined in this article are the maximum allowed. If the grieving party is unable to respond by a specific deadline, it is their responsibility to request an extension from the other party.
  - b. Requests for extensions and approvals/disapprovals will always be in writing/email. At any phase of the grievance procedure, when the reply date falls on a non-workday, the reply date will automatically extend until the close of business on the next working day.
  - c. Regardless of mandatory response times listed in this article, the Parties will use the minimum time necessary to resolve disputes.
8. The Union, grievant, and/or appointed representative will be granted a reasonable amount of official time, not to exceed a total of 20 hours, to process the grievance to completion. This includes official time for a union representative to discuss informally or formally with the appropriate management official any complaint the union may have concerning matters under this agreement.
9. Upon request and subject to laws, rules or regulations, the parties will supply any investigation reports and/or documents used in the original action when processing a grievance. This is to ensure the parties have all information necessary to exercise their rights under this Article.

## **SECTION B – PROCEDURES**

Note: If at any time during the following steps, the supervisory official responsible for that step is unavailable; their designated representative will sign the acknowledgment of receipt for the grievance. In addition, they will either handle the grievance or coordinate a response date that affords the appropriate supervisor an opportunity to respond.

APPLICATION: A grievance under this Article may be undertaken by an employee or by the Union or by the Employer. The Union or an alternative representative of the technician's choice may represent employees in the negotiated grievance procedure. Upon election of alternative representative the employee will submit a written waiver to the Union.

1. **Informal Grievance:** Prior to filing a Formal Grievance, the employee/Union Representative will meet with the lowest level supervisor who can render a decision, (normally the immediate supervisor) to try and resolve any misunderstandings or disputes at that level.
2. **Formal Grievance:** If a settlement cannot be agreed to at the informal level, the following procedure will be used:

### **STEP #1:**

- a. The grievant puts the details of the grievance with a suggested remedy in writing on a Union Grievance Form MHC ACT Form 1. Attachments may be necessary due to limited form space.

- b. The grievant will then either request or decline Union representation. If the grievant chooses to decline Union representation the union retains the right to have a representative present during all grievance proceedings to ensure the process is consistent with the terms of this agreement.
- c. Once a choice is made regarding representation, the grievant will submit the original grievance form to the Union. A copy will be provided back to the grievant.
- d. The aggrieved employee(s) or the Union representative may submit the matter in writing to the next higher level supervisor. At this time, a Union official should be present, either representing the grievant or the Union. If not, the supervisor will stop the discussion and notify the Union. When the proper parties are present:
  - (1) The supervisor will initial the Step 1 procedure block on the grievance form.
  - (2) Discussion and fact gathering will take place. (Every effort should be made to resolve the grievance during this stage.)
- e. This supervisor shall give the aggrieved employee(s) and the Union representatives his/her written answer within seven (7) working days after the meeting, unless the grievance has been withdrawn. An information copy of the grievance will be sent to the HRO/LRS.
- f. Upon receipt of the Supervisor's response, the grieving parties will determine if the proposed resolution is acceptable. If so, the grievance will be considered closed. If not, the grieving parties have seven (7) workdays to initiate Step 2.

STEP #2:

- a. The grievance form will be presented to the appropriate Full-Time Group Commander (FTGC) with a Union official present.
- b. In the event the grievance is initiated at the FTGC level the Wing Commander will be the deciding official for Step #3.
- c. The FTGC will initial the grievance form.
- d. The parties involved may discuss the grievance at this time.
- e. When time permits, the FTGC will update the HRO/LRS about the grievance.
- f. If the grievance can be settled immediately, the Union will annotate the action taken on the grievance form and the grievance will be considered closed. If the grievance cannot be settled immediately, the Union will notify the FTGC they have seven (7) workdays to respond to the grievance.
- g. Upon receipt of the FTGC response, the grieving parties will determine if the proposed resolution is acceptable. If so, the matter will be considered closed. If not, the grieving parties have ten (10) workdays to initiate Step 3.

STEP #3:

- a. The grievance form will be presented to the Wing Commander with a Union official present.
- b. The Wing Commander will initial the grievance form.
- c. If the grievance can be settled immediately, the Union will annotate the action taken on the grievance form and the grievance will be considered closed. If the grievance cannot be settled immediately, the Union will advise the Wing Commander of the fifteen (15) workday response time to render a final decision.

- d. The Wing Commander will render a written decision within fifteen (15) workdays. Copies will be sent to the grievant, Union, and HRO/LRS as appropriate.
- e. In the event the grievance is initiated at the FTGC level The Adjutant General will be the deciding official for Step #3.
- f. If the grievant/Union are not satisfied with the final decision, the Union may invoke arbitration.

## **SECTION C - ARBITRATION PROCEDURES**

1. GENERAL:
  - a. The right of appeal which may exist with respect to clause (1), (2), and (3) of 32 USC 709(f) will not extend beyond TAG.
  - b. Arbitration may be used to settle unresolved grievances. It will be invoked within fifteen (15) calendar days of receipt of the final decision as annotated on the grievance form.
  - c. Only the Union or the Employer may invoke arbitration.
  - d. If either party questions the arbitrability of an issue, the issue will be submitted to the arbitrator as a threshold issue at the time of the hearing, and the arbitrator will be asked to rule on that issue before he proceeds to the merits of the issue.
2. ARBITRATOR SELECTION: When arbitration is invoked, the Party invoking arbitration will request a list of arbitrators from the Federal Mediation and Conciliation Service (FMCS) and concurrently inform the other Party. Within seven (7) working days of receiving the list, both Parties will follow FMCS instructions on determining an arbitrator. If either Party fails to participate in the selection, the other Party may proceed in accomplishing the selection.
3. ARBITRATION EXPENSES: Expenses incurred for the arbitrator will be shared equally by the Parties.
4. DATE AND LOCATION: The arbitration hearing will be held on a date and location mutually agreed upon by the Parties.
5. FLRA EXCEPTIONS: The FLRA has regulations for filing exceptions to an arbitrator's award. The period for filing of exceptions is within thirty (30) calendar days of the date the award was served on the filing party. If no exceptions to an award are filed during this thirty (30) calendar day period, the award will be final and binding effective on the thirty first (31<sup>st</sup>) calendar day.
6. COMPLIANCE: A certificate of compliance with the arbitrator's decision, to include corrective action taken where appropriate, will be provided to the other Party as soon as practical.

## **ARTICLE 28**

### ***AGREEMENT ADMINISTRATION***

1. EFFECTIVE DATES:
  - a. Basic Contract: The effective date of the new contract will be the thirty first (31<sup>st</sup>) day from the execution by the parties, or the date of Agency Head approval, whichever occurs first. In the event any specific article(s) are not approved by the Agency Head, the remainder of the basic contract will go into effect.
  - b. Re-Negotiated Article(s): The effective date of re-negotiated article(s) will be the thirty first (31<sup>st</sup>) day from the execution by the parties, or the date of Agency Head approval, whichever occurs first. These articles will expire on the same date as the basic agreement, unless otherwise provided for.

2. **AGREEMENT TERM:** This Agreement will remain in effect for three (3) years from the date of execution of all Parties.
3. **AGREEMENT PRECEDENCE:** This agreement takes precedence over any conflicting provisions in directives which predate execution of the agreement, unless otherwise stated in the agreement. Those changes that postdate this agreement will be subject to I & I Bargaining, if applicable. This agreement does not take precedence over law, government-wide rules and regulations or agency regulations.
4. **EFFECT OF LAW AND REGULATION**
  - a. **EXISTING OR FUTURE LAWS.** In the administration of all matters covered by this Agreement, the Parties are governed by existing or future laws; and government wide rules and regulations in effect upon the effective date of this Agreement. In the administration of this Agreement, should any conflict arise between the terms of this Agreement and any present or future laws, provisions of such laws shall supersede conflicting provisions of this Agreement.
  - b. **GOVERNMENT WIDE RULE OR REGULATION.** Should any conflict arise in the administration of this Agreement between the terms of this Agreement and any government wide rule or regulation, such rules or regulations shall supersede conflicting provisions of this Agreement.
  - c. **AGENCY POLICY.** In any conflict between the terms of this Agreement and any provision of Policy letters, Manuals, etc., issued by an Agency authority issued after the effective date of this Agreement, the terms of this Agreement will govern.
  - d. **EFFECT OF INVALIDATION.** Should any part of this Agreement or any provisions contained herein be rendered or declared invalid by reason of any of the contingencies referred to in this Article, such invalidation of such provision or provisions of this Agreement shall not invalidate those unaffected parts or provisions contained in this Agreement and they shall remain in full force and effect.
5. **AGREEMENT AMENDMENTS/SUPPLEMENTS**
  - a. This agreement may be subject to amendments or supplements during its lifetime under one of the following procedures:
    - (1) Annually, during the anniversary month of the agreement, either party to this agreement may submit articles/subjects for negotiation for the purpose of supplementing this agreement with provisions not previously covered within this agreement.
    - (2) When agreement provisions require amendment due to law, rule, or changes that affect the provisions of this agreement, prior to implementation.
    - (3) At any time, by mutual consent, for the purpose of amending or providing supplements to this agreement.
  - b. A request for amendment or supplement to this agreement by either party shall be in writing, stating the need or reason for the proposed change and a summary of the change.
  - c. Representatives of the Employer and the Union will meet within thirty (30) calendar days to commence negotiations of the proposed amendment or supplement, unless a later date is mutually agreed upon. No changes other than those specified in the summary provided for in this article will be considered.
  - d. Approval of an amendment or supplement to the agreement will be accomplished in the same manner as provided for approval of the basic agreement as specified in this article.

6. NEGOTIATING A NEW AGREEMENT:

- a. If either Party wishes to negotiate a new agreement, notice must be served on the other party no later than 30 days prior to the expiration of this agreement.
- b. In any event, negotiations for a new agreement will commence no earlier than one hundred sixty (160) calendar days nor later than thirty (30) calendar days prior to the end of the term of the agreement unless mutually agreed upon by both parties.
- c. No later than thirty (30) calendar days prior to the start of negotiations of a new agreement, representatives of the Employer and the Union will coordinate to initiate a memorandum of understanding establishing the ground rules for the conduct of negotiations.
- d. This agreement and any supplements will remain in full force and effect until a new agreement is reached.
- e. If neither party serves notice to re-negotiate this agreement within thirty (30) days of its expiration date, the agreement will automatically be renewed for a three year period, subject to the other provisions of this article.