

**LABOR-MANAGEMENT AGREEMENT  
BETWEEN  
ADJUTANT GENERAL  
ARKANSAS NATIONAL GUARD  
AND  
RAZORBACK CHAPTER 117 (189 AW)  
RIVER VALLEY CHAPTER 131 (188 WG)  
ASSOCIATION OF  
CIVILIAN TECHNICIANS**

**Executed: May 8, 2017**

**Effective: June 1, 2017**

## PREAMBLE

Pursuant to the policy set forth in Chapter 71 Title 5 USC, the following articles constitute an agreement by and between The Adjutant General, Arkansas National Guard, hereinafter referred to as the Employer, Razorback Chapter 117 and the River Valley Chapter 131, Association of Civilian Technicians, hereinafter referred to as the Labor Organization.

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

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

- a. Promote and improve the efficient administration of the Arkansas ANG and the well-being of its employees within the meaning of Chapter 71 Title 5 USC.
- b. Provide for the highest degree of efficiency in the accomplishment of the mission of the agency.
- c. To establish a basic understanding relative to personnel policy, practices and procedures and matters affecting other conditions of employment within the jurisdiction of the Adjutant General.
- d. To provide means for amicable discussion and adjustment to matters of mutual interest.
- e. Promote employee communications and information of personnel policy and procedures.

**NOTE:** Whenever language in this contract refers to specific duties or responsibilities of specific employees or Management officials, it is intended only to provide a guide as to how a situation may be handled. Subject to lawful negotiated procedures and appropriate arrangements, the Employer retains the sole discretion to assign work and to determine who will perform the function discussed.

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## ARTICLE 1

### DEFINITIONS

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

**Agreement, Collective Bargaining:** A written agreement or contract arrived at as a result of negotiations between an employer and the representative of the employees (Labor Organization).

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

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

**Collective Bargaining Unit:** Applicable to all employees in the area covered by Chapter 131 and Chapter 117 of ACT who are eligible to be members of the bargaining unit.

**Collective Bargaining:** Collective bargaining as defined in 5 U.S.C. § 7103(a)(12), which states:

(12) “collective bargaining” means the performance of the mutual obligation of the representative of an agency and the exclusive representative of employees in an appropriate unit in the agency to meet at reasonable times and to consult and bargain in a good-faith effort to reach agreement with respect to the conditions of employment affecting such employees and to execute, if requested by either party, a written document incorporating any collective bargaining agreement reached, but the obligation referred to in this paragraph does not compel either party to agree to a proposal or to make a concession .

**Competitive Area:** The boundary within which employees compete for retention and receive placement offers. A competitive area may be defined in terms of organizations and/or geographical location. It may be restricted to the commuting area or one organization or expanded to cover the entire district. The area may also include both the ARNG and ANG or be restricted to one service. The competitive area should be identified during advance planning for RIF.

**Competitive Levels:** A competitive level consists of all positions within a competitive area, which are in the same grade, same service (Excepted or Competitive) and are so alike in qualification requirements, duties, and responsibilities that incumbents can be moved from one position to another without undue interruption to the work program. Establish separate competitive levels for:

- a. Part-time and full-time positions.

- b. Excepted and competitive service positions.
- c. Supervisory positions will not be placed in the same competitive level as non-supervisory positions.

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

**Disciplinary Action:** Letter of reprimand or adverse action as defined in TPR752.

**Duty to Bargain in Good Faith:** This duty is imposed upon an agency and an exclusive representative by Section 7114 of The Statute. It includes:

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

**Doctor's Certificate:** A medical certificate or other administratively acceptable evidence as to the reason for an absence.

**Employee:** All bargaining unit personnel.

**Employer:** The Adjutant General, State of Arkansas

**Equal:** Of the same measure, quantity, amount, or number as another; like in quantity, nature, or status; like for each member of a group, class or society.

**Environmental Differential Pay (EDP):** Additional compensation that may be authorized to wage grade technicians who are exposed to certain hazards, physical hardships, or working conditions of an unusual nature which could result in injury, illness, or death.

**Evaluation Panel:** A group of three individuals appointed by the Employer or Employer's representative to review applications for vacant or projected vacant positions, to rank and rate qualified applicants.

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

**Formal Discussion:** Management is obligated to inform the Labor Organization in advance, and allow Labor Organization to attend, when meetings are scheduled that meet the criteria for a formal discussion. The following are the three key criteria to be used in determining if your meeting is a formal discussion under the labor relations statute:

- a. Attendance - A member of management and one or more members of the bargaining unit must be present
- b. Subject to be discussed - The matters to be discussed must include either the personnel rules and/or working conditions of bargaining unit employees, or a ULP/grievance/appeal that has been filed by a bargaining unit employee
- c. Formality - The meeting must be formal in nature, not a casual or unplanned conversation. It must be an organized discussion of conditions of employment or a ULP/grievance/appeal.
- d. Matters that contribute to the formal nature are:
  1. Whether the meeting was scheduled in advance.
  2. Whether there was an established agenda.
  3. Whether attendance was mandatory.
  4. Whether a list of attendees was taken.
  5. Whether formal notes or minutes were taken.

**NOTE:** Very few meetings between managers and employees meet all criteria. Meetings that meet at least three of the stated criteria, however, require advance notification to the Labor Organization.

**Grievance:** Any complaint by any employee concerning any matter relating to the employment of the employee:

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

**Holiday:** A day federally designated for technicians to be absent from duty with pay.

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

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

**Internal Placement:** Changing of a technician from one positions to another through the competitive process, but with limitations to those technicians currently employed by the unit at the time of the advertisement of the position.

**Investigatory Interview:** Any examination of an employee in the unit by a representative of the Employer in connection with an investigation.

**Labor Organization:** See Labor Organization.

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

**Leave:** Time off from duty, and may be one of the following:

- a. **Administrative Leave:** is an excused absence from duty without loss of pay or charge to an employee's personal leave (annual or sick leave), or LWOP.
- b. **Annual Leave:** Leave earned by a technician at a rate specified by tenure and which may be taken at the election of the employee with approval of his/her immediate supervisor as workload and other considerations permit.
- c. **Compensatory Leave:** Time off from regularly scheduled work in lieu of overtime pay.
- d. **Court Leave:** Authorized absence without charge to leave or loss of pay of an employee.
- e. **Excused Absence:** Absence from duty administratively authorized without loss of pay without charge to leave. (Also known/referenced as administrative leave)
- f. **Law Enforcement Leave:** Absence authorized to technicians, not to exceed twenty-two (22) workdays in a calendar year, for the purpose of providing military aid to enforce the law.
- g. **Leave Without Pay:** A temporary, non-pay status which may be granted at the request of the employee, but at the discretion of the Employer.
- h. **Military Leave:** Absence from duty in the employee civilian position without loss of pay to perform military duty and provides an accrual of military leave on a fiscal year basis.
- i. **Sick Leave:** Leave accrued at the rate of four hours for each full bi-weekly pay period to permit a technician to be absent from duty for illness (including maternity) or injury, and medical, dental, or optical examination or treatment.

**Human Resources Office (HRO):** An office managed by the Human Resources Officer who is responsible to The Adjutant General for the technician personnel administration.

**Merit Promotion:** Promotion of technicians to vacant, higher-grade positions.

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

**Negotiability Dispute:** A disagreement between the parties as to the negotiability of an item.

**Official Time:** Official Time is (administrative leave - excused absence) authorized for representational purposes under 5 USC Chapter 71. Official time is used for the purpose of Labor Organization Representation of employees. This includes, negotiation, renegotiations, on-going labor agreement functions such as, committees, grievances, and appeals, and equal employment opportunity activities. The use of official time should be reasonable and mutually beneficial to Management and the Labor Organization.

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

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

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

**Reduction-in-Force (RIF):** A reduction-in-force occurs when an employee is released from a competitive level by separation, change to lower grade, furlough for more than 30 days, or reassignment involving displacement of another employee. Such action may be due to a lack of work or funds, reorganization, transfer of function, or the need to make room for an employee exercising restoration rights.

**Reprimand:** A disciplinary action letter described in TPR 752, and any change thereto.

**Steward:** A person appointed by the Labor Organization to represent employees in dealing with Employer representatives.

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

**Supplemental Agreement:** An agreement negotiated subsequent to the basic or initial agreement.

**Technicians:** Per Title 10, Subtitle E, Part 1, Ch. 1007, 10216 and 10217 are either:

- a. Excepted Technicians (Dual Status): Military technicians employed under Section 709(b), Title 32, United States Code with membership in the National Guard being a condition of employment.
- b. Competitive Technicians (Non-Dual Status): Technicians employed under Title 32, United States Code that are not required to be members of the National Guard.

**Tenure Groups:** Employees are divided into three (3) tenure groups:

- a. Group I: Permanent excepted service Employees who have successfully completed a trial period.
- b. Group II: Permanent employees serving on a trial periods.
- c. Group III: Employees who serve under indefinite appointments in the excepted service (Temporary Employees).

**The Adjutant General:** An appointee of the Governor of the State, is always a member of the Arkansas National Guard, is the head of the State Military Department, and is the individual responsible for the operation of the Arkansas National Guard.

**Unfair Labor Practice:** Behavior on the part of Management or the Labor Organization, prohibited under Section 7116 of Title VII of the Civil Service Reform Act of 1978 (5 U.S.C. 7116).

**Unfair Labor Practice (ULP) Charge:** A charge filed on FLRA Form 22 with the appropriate Regional Office citing the sub-section of Section 7116 which has been violated, naming the party in violation and specifically outlining the facts which form the basis for the charge. Generally, filing of this form should be done within six (6) months of being informed of the incident(s) giving rise to the charge.

**Labor Organization:** A labor organization as defined in 5 U.S.C. Chapter 71.

**Labor Organization Official:** An elected official of the Labor Organization: President, Vice-Presidents, Secretary, Treasurer, and Chief Steward, including Stewards and National Office personnel who have been chosen to represent the Labor Organization on particular issues and on representational matters. Also, the highest Labor Organization Officer or Official in attendance that day.

**Labor Organization Representative:** Any person designated by a Labor Organization as its representative

**Weingarten Right:** Name taken from a private sector case. Refers to the right of a bargaining unit employee to be represented by the Labor Organization under specific circumstances. That right exists when (1) the employee is examined in an investigation (an investigatory examination)

conducted by an agency representative, (2) the employee reasonably believes disciplinary action against him/her may result, and (3) the employee requests Labor Organization representation.

## ARTICLE 2

### **BARGAINING UNIT AND EXCLUSIVE REPRESENTATION**

**Section 1:** It is recognized by the Employer that the Association of Civilian Technicians has been designated and selected by a majority of the technicians as their representative for purposes of exclusive recognition, and that pursuant to Chapter 71 Title 5 USC, the said organization is the exclusive representative of all technicians in the bargaining unit.

a. Included: All permanent wage grade and general scheduled technicians employed by the agency.

b. Excluded: Professional employees, management officials, supervisors, temporary employees (intermittent employees), and employees described in 5 USC 7112(b)(1), (2), (3), (4), (6) and (7).

**NOTE:** In applying this paragraph, Section 7112, Chapter 71 Title 5 USC pertaining to supervisors and others who must be excluded from the bargaining unit will prevail. Any changes to the bargaining unit, after the effective date of this agreement, will be through mutual consent or a Federal Labor Relations Authority clarification of the unit.

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

**Section 3:** Other aspects of representation will be done within accordance with 5 U.S.C. § 7114(a)(5).

## ARTICLE 3

### OFFICIAL TIME AND LABOR ORGANIZATION TRAINING

**Section 1:** Official time will be made available without loss of annual leave during normal duty hours for the Labor Organization representatives to conduct business that is of mutual interest to the Employer and the Labor Organization.

a. Official time provisions encompass negotiations between an exclusive representative and the Employer regardless of whether such negotiations pertain to the negotiation or re-negotiation of a basic collective bargaining agreement.

b. Labor Organization representative's normal work schedule may be adjusted to provide for maximum utilization of the approved official time provisions contained within this article.

**Section 2:** Appropriate Uses of Official Time: Labor Organization Representatives may be permitted a reasonable amount of official time to effectively represent employees in accordance with this agreement.

a. Official time will be requested through appropriate supervisor and properly recorded on time and attendance records in accordance with time and attendance policy and procedure.

b. Reasonable time for representational activities (i.e., discussions, meetings, and investigations) shall be that amount of time determined by both parties to effectively resolve a matter of concern or review, evaluate a proposed policy change and formulate a recommendation, or negotiate a given proposal.

c. The Agency agrees to allow the Labor Organization a reasonable amount of time for negotiation preparation, to be defined by the memorandum of understanding (MOU) prior to the negotiation process.

d. Labor Organization Representatives will obtain supervisory approval before leaving their work areas. The request should state their destination, estimated time of return, and the nature of Labor Organization business. Requests for prolonged absences (longer than 24 hours) will be made by using an official memorandum on Labor Organization letterhead. Request of short duration (less than 24 hours) may be made by the requesting representative either verbally or in writing. Use of email is acceptable.

e. If the request cannot be accommodated due to mission requirements, the representative will be informed of the earliest possible time when they will be able to leave his/her work site.

f. Representatives will be available for call back due to mission requirements and will report to their supervisor immediately upon return.

g. If a Labor Organization representative's activities (i.e., meeting with an employee about a work issue) are going to be conducted during duty hours then notification shall be provided to the immediate supervisor of any employee being contacted. No notice is required when

representational activities take place during no-duty hours (i.e., before and after regular duty hours, or during the lunch period).

h. Disputes over official time will be brought to the attention of the Chapter President and the Labor-Relations Specialist.

**Section 3: Representative Training:** The Labor Organization is allowed official time for training of officers and shop stewards. To and from travel to the training site, during duty hours are an acceptable use of official time. The Labor Organization will provide an agenda to LRS including the dates, time, and location of the training. HRO will review the agenda for the training and if a discrepancy arises from the review of the agenda, the HRO will contact the Chapter President to resolve the discrepancy. The LRS will notify the Labor Organization and the respective supervisors/managers of the dates of the training within a reasonable time to accommodate attendance for the training.

**Section 4: Civilian Attire:** Labor Organization representatives are not required to wear the military uniform while performing representational functions or other Labor Organization activity related functions. These functions include the following:

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

**Section 5: Record Keeping:** The Employer will maintain a record of the amount of official time used by Labor Organization officers and stewards in representation functions, such as attending meetings, conferences, handling grievances, appeals, etc., under provisions of this agreement and Chapter 71, Title 5 U.S.C. The employee representative will verify, by his/her signature, the accuracy of the record. Such information should be used in evaluating the use of the amount of official time used in terms of its impact on Employer operations.

**ARTICLE 4**

**MANAGEMENT RIGHTS**

As defined by 5 U.S.C. § 7106

## ARTICLE 5

### **LABOR ORGANIZATION REPRESENTATION, RIGHTS AND DUTIES**

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

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

b. The Labor Organization, in consonance with its right to represent, has a right to propose new policy, changes in policy, and resolutions to problems. This right shall apply at all levels of management within the Activity and the Labor Organization, starting with the Steward and first level supervisor. Representation shall occur at the lowest level management official and Labor Organization official having responsibility and authority to act. If either party at the initial contact feels resolution of a matter is outside its jurisdiction, the matter shall be referred immediately to the next high level.

**Section 2:** When requested and duly delegated by the Local Chapter, an accredited National representative of the Labor Organization will be recognized as a representative of the Local Chapter while they are rendering procedural assistance to the Local Chapter in processing and handling grievances, administrative hearings, appellate review, arbitration, contract negotiations and legally protected activity

**Section 3:** The Labor Organization shall be given the opportunity to be represented at:

a. Any formal discussion between one or more representatives of the Employer and one or more employees in the bargaining unit or their representatives concerning any grievance or any personnel policy or practice or other general condition of employment. This includes all meetings between the Employer and any bargaining unit employee presenting a grievance without Labor Organization representation.

b. Any examination of an employee in the bargaining unit by a representative of the Employer in connection with an investigation if:

1. The employee reasonably believes that the examination may result in disciplinary action against the employee; and

## 2. The employee requests representation.

c. Labor Organization Representation: Technicians in the bargaining unit have a right to Labor Organization representation at a meeting which involves an examination of the employee by a representative of the Employer in connection with an investigation. This right to representation does not extend to performance counseling. It is the employee's responsibility to request representation if he/she reasonably believes that an examination may result in disciplinary action. Once the employee requests representation, the employer can grant the request, discontinue the interview, or offer the employee the choice of continuing the interview without a Labor Organization representative. If the employee chooses representation, the employer will inform the employee of his/her right to remain silent and delay further questioning of the employee until the earlier of (1) the employee waiving his/her right of representation, or (2) Three business days after the request for representation, unless additional time is requested by the Labor Organization due to scheduling conflicts.

d. The Employer shall inform a representative of the subject matter of the examination, including the type of misconduct being investigated. The representative shall be allowed to have a private meeting with the employee before questioning begins. The representative may speak during the interview, but may not insist that the interview be ended. The representative may object to a confusing question and may request that the question be clarified so that the employee understands what is being asked. The representative may advise the employee not to answer questions that are abusive, misleading, badgering, or harassing. When the questioning ends, the representative may provide information to justify the employee's conduct.

**Section 4:** There shall be no coercion or discrimination against any Labor Organization official because of the performance of duties in consonance with this agreement and Chapter 71, Labor-Management Relations Statute or against any employee for filing a complaint or acting as a witness under this agreement, Chapter 71 Title 5 USC, or applicable regulations.

**Section 5:** In recognizing the Labor Organization's right to represent Bargaining Unit employees the Employer agrees to inform the Labor Organization of any substantive change in conditions of employment proposed by the Employer. (See Article 7)

**Section 6:** In matters which may be of such importance that urgent or immediate action is deemed appropriate, the President of the Local or their designee shall advise the Wing Commander or Director of Staff, AR ANG of their intent to seek an appointment with the Adjutant General of the State of Arkansas or their designated representative for discussion of the matter. The President of the Local may request attendance of appropriate local Labor Organization representatives.

**Section 7:** National Labor Organization representatives and staff members, accompanied by a Local Official, shall be admitted to the installation for the purpose of visits with personnel if such visits will not hinder mission accomplishment. The Employer and the Labor Organization recognize that installations security requirements may preclude entry into selected areas determined by the Employer prior to scheduled visits. Employer and Labor Organization agree each should inform the other of any official visits for the purpose of formal Labor-Management discussions by officials in any position higher than Local Chapter President or Bargaining Unit

commander 15 days prior to the visit if at all possible. This prior notice requirement is inapplicable to a person whom the Labor Organization under Section 2 has designated as a Labor Organization representative as to a matter

**Section 8:** As part of their orientation, all employees eligible to become members of the bargaining unit will be provided the opportunity to meet with a Labor Organization representative. This representative will inform them of their right to join or not join the Labor Organization, provide a list of officers and stewards and will inform of how to obtain a digital copy of this agreement. This introductory meeting will not include recruiting efforts.

**Section 9:** Labor Organization-Management Meeting Procedures: The following procedures shall apply to Labor Organization-Management meetings:

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

b. Labor Organization-Management meetings shall be held upon request by either party. Specific item(s) for discussion will be provided in advance of the meeting by both parties, although items not submitted may be brought up for discussion. Summary minutes reflecting items discussed and resolutions or actions shall be furnished the Labor Organization by the Employer. New or changed policy proposals which cannot be readily agreed to may be submitted for negotiation in accordance with negotiation procedures established in this agreement. Meetings will be conducted during regular duty hours, with Labor Organization officials authorized official time loss without loss of leave or pay. Emergency meetings will be arranged at the convenience of both parties involved as soon as possible after a request by either party is received, and such request shall indicate the subject matter for discussion.

## ARTICLE 6

### **EMPLOYEE RIGHTS**

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

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

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

**Section 4:** No employee, regardless of Labor Organization membership shall be precluded from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable law, directive, regulation, or policy of the Agency; or from choosing his/her own representative in a grievance or appellate action, except under the negotiated grievance procedures.

**Section 5:** No employee will be required to perform duties which are illegal, unethical as defined in the Joint Ethics Regulation or a genuine threat to life or health as indicated in Article 21.

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

**Section 7:** The Employer agrees to ensure that all extra duties, position placements, disciplinary actions, changes in work schedules/hours, shift assignments, holiday work, TDY assignments, vacancy fill assignments/appointments, or any other arbitrarily assigned tasks by the Employer are assigned in such a way that is not discriminatory, retaliatory, or in any manner meant to harass the Employee.

**Section 8:** Contributions: Charity drives, when authorized, will be conducted in the spirit of true voluntary giving. To this end, no covert nor overt coercion will be imposed on employees by representatives of the Employer or Labor Organization. An Employee, if he or she so desires, may make an anonymous donation and no dollar quotas will be assigned to individual contributors nor organizational elements. No lists or other type record will be kept on employees participating or not participating in such drives.

**Section 9:** Non-Discrimination: No Employee will be discriminated against by either the Employer or the Labor Organization because of race, color, creed, religion, sex, national origin, age, marital status, physical handicap or Labor Organization membership.

## **ARTICLE 7**

### **IMPACT & IMPLEMENTATION BARGAINING**

In accordance with Chapter 71 of Title 5 U.S. Code, and except for changes otherwise provided for in this Agreement, the Employer agrees to provide an elected Labor Organization official with proposed changes, in writing, to working conditions or personnel policies. The Labor Organization agrees to respond to such changes within 10 days if they desire to bargain on the impact/implementation of such changes. If, after the expiration of 10 working days the Labor Organization has not responded, the Employer may then implement the proposed changes. The Labor Organization may request an extension of the suspense. The Employer and the Labor Organization agree that trifling matters should not result in unnecessary bargaining efforts. Matters that significantly affect more than one Wing will be conducted at the HRO level.

## ARTICLE 8

### **EMPLOYER - LABOR ORGANIZATION COOPERATION**

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

**Section 2:** The Employer agrees, upon request from the Labor Organization, to furnish a copy of the latest copy of the technician manning document as updates are published. Upon request the Labor Organization agrees to furnish the Employer with a current and complete list of all Labor Organization Officers, Stewards, appointed officials and Labor Organization members.

**Section 3:** In coordination with HRO, the Labor Organization will be notified when a new bargaining unit employee is hired with the employee name and section, and the date, time, and location of orientation training in order to allocate them a time slot for presentation.

**Section 4:** Unfair Labor Practices: It is recognized that certain actions on the part of the Employer or the Labor Organization may constitute grounds for Unfair Labor Practice charges. When the Employer or Labor Organization has been accused of committing an Unfair Labor Practice, the charging party should make every reasonable effort to inform the offending party the nature of the charge prior to formal submission to FLRA, and to resolve such charges informally. At such time as the charging party feels no legitimate effort or progress is being made toward resolution, the charging party may make a formal submission to FLRA.

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

**Section 6:** Past Practices: If a past practice is identified, contradicting this Collective Bargaining Agreement (CBA), the CBA governs unless the past practice is renegotiated. If a past practice is identified and the CBA is silent, the burden is on the claiming party to prove the past practice in the event of a grievance or charge of Unfair Labor Practice.

## ARTICLE 9

### TRAINING

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

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

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

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

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

**Section 6:** Management may approve a Technician's voluntary attendance at local military training in a technician status. Authorized training will be outlined in a policy negotiated by labor and management and approved annually, or on an as needed basis.

## ARTICLE 10

### USE OF OFFICIAL FACILITIES AND PUBLICITY

**Section 1:** The Labor Organization may use the Employer's internal mail distribution system.

**Section 2:** Office Space: The Employer agrees to provide the Labor Organization with mutually agreed upon, adequate, secure office space for conducting business authorized by law or regulation. No changes to office location or services will be made without bargaining with the Labor Organization. Any such office relocation will, at a minimum, be able to accommodate furniture as described in Section 4. Access to the office will be limited to Labor Organization representatives and escorted visitors. Any Labor Organization officer or shop steward may fulfill the escort requirement. If physical presence of a Labor Organization representative is not possible, at a minimum, phone contact should be attempted to be made with a Labor Organization representative. Emergency personnel will always be permitted access for purposes of investigating a true emergency. In the event that service type work-orders are required, management will make every reasonable effort to give the Labor Organization as much advance notice as possible, and the Labor Organization may have a representative present. The office space will be environmentally supported in the same manner as the rest of the building.

**Section 3:** The Employer will provide the Labor Organization with a desk, chairs, lockable file cabinet, telephone and telephone service.

**Section 4:** The Employer will make a mutually agreed upon reasonable amount of space available where notices to employees are customarily posted for posting the Labor Organization's notices of meetings, recreational or social affairs, elections, results of elections or other appropriate literature. The Labor Organization agrees that it is fully and solely responsible for the content of the material in terms of accuracy and adherence to ethical standards, and that it does not violate any laws or the security of the Employer. The Labor Organization will be permitted to post appropriate notices and information on the computer bulletin board. The Labor Organization will be allowed to use government messenger envelopes and the internal distribution system to distribute official correspondence to Labor Organization Officials, Stewards, and the Employer. The Labor Organization agrees that it is responsible for the neat and orderly maintenance of this space, including removal of obsolete material. The following statement may be posted by the Labor Organization on appropriate bulletin boards:

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

**Section 5:** The Labor Organization has a right to use the Employer premises for Labor Organization meetings during non-duty hours. Labor Organization understands that coordination may be required for security and environmental purposes may be required.

**Section 6:** Ten hard copies of the contract will be provided to each Labor Organization chapter. Additionally, an electronic copy of the contract will be posted centrally for all employees to access.

**Section 7:** Management agrees to identify three (3) parking spaces at Ebbing ANGB and five (5) parking spaces on the ANG Campus of Little Rock AFB for use by Labor Organization officials, and marked appropriately. Parking space location will be jointly agreed upon by the Labor Organization and the Wing Commander or their designee. Parking spaces will not displace currently marked parking and will not be policed for violations. Furthermore, misuse of parking spaces by non-Labor Organization officials will not give rise to grievances, unfair labor practices, or other formal complaints.

## ARTICLE 11

### **EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

**Section 4:** The Employer agrees to provide career opportunities to employees who are under-represented in higher grades as outlined in the Employee Equal Opportunity Commission management directed 715 reports.

**Section 5:** Program Recommendations: Review of programs and recommendations for improvements in the EEO program are appropriate topics for discussion between the Labor Organization and the Employer.

**Section 6:** Disciplinary Actions: When supervisors or managers become aware of potential discrimination or sexual harassment situations they have the right to conduct a preliminary investigation into the matter to determine if disciplinary or adverse action is necessary. The supervisor's right to conduct preliminary investigation does not halt or prevent an EEO Counselor from conducting an inquiry into the same matter. When discrimination is found or it appears that discrimination may have occurred, the Director of Staff, Air will take appropriate action.

## ARTICLE 12

### SEXUAL HARASSMENT

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

**Section 2:** Sexual harassment is defined as: a form of sex discrimination that involves unwelcomed sexual advances, requests of sexual favors, and other verbal or physical conduct of a sexual nature when:

a. Submission to or rejection of such conduct is made either explicitly or implicitly a term or condition of a person's job, pay, or career, or

b. Submission to or rejection of such conduct by a person is used as a basis for career or employment decisions affecting that person, or

c. Such conduct interferes with an individual's performance or creates an intimidating, hostile, or offensive environment.

**Section 3:** Employees who are sexually harassed by supervisors, superiors, coworkers, peers, or by individuals external to our organization who have contact with employees in our work environment should make it clear that such behavior is offensive and report the harassment to the appropriate level. It is the responsibility of the supervisor/manager to examine the matter and take necessary action.

**Section 4:** An employee may file a complaint of sexual harassment or of discrimination utilizing proper EEO procedures.

## ARTICLE 13

### DISCIPLINE AND ADVERSE ACTIONS

**Section 1:** There are a variety of options available to resolve issues/situations involving technicians. TPRs 715, 752, and 752-1 provide a range of personnel actions available to address these situations. The procedures in these TPRs will be followed by the parties. A logical progressive sequence for correcting inappropriate action/ behavior would include: counseling; warning; oral admonishment; Letter of Reprimand (LOR); suspension; etc. It is recognized that circumstances may exist where progressive discipline may not be appropriate.

**Section 2. Labor Organization Representation:** Technicians in the bargaining unit have a right to Labor Organization representation at a meeting which involves an examination of the employee by a representative of the Employer in connection with an investigation. This right to representation does not extend to performance counseling. It is the employee's responsibility to request representation if he/she reasonably believes that an examination may result in disciplinary action. Once the employee requests representation, the employer can grant the request, discontinue the interview, or offer the employee the choice of continuing the interview without a Labor Organization representative. The employer cannot continue the interview without a Labor Organization representative unless the employee voluntarily agrees to remain unrepresented after having been made aware of these choices. The parties agree that an employee engaged in an investigatory interview has the right to remain silent, and may refuse to give a written statement until a representative is present, or representation has been declined in accordance with this Section.

**Section 3:** Appeals: Appeals will be filed in accordance with TPR 752 and TPR 752-1.

**Section 4.** Letters of Reprimand (LOR's) and all adverse actions must be cleared by the HRO-LRS prior to being issued to the employee. Adverse actions not cleared by HRO-LRS shall not be considered official.

**Section 5:** A letter of reprimand will be for a period of up to twelve (12) months, and that it may be removed prior to the specified time if conduct improves. Further related infractions may reset the 12 month window.

**Section 6.** During a proposed adverse action the employee will remain in a duty status pending the Original Decision. The Agency may determine that an employee awaiting discipline should not be present at the worksite because it may adversely impact the mission, cause a safety concern, or unduly disrupt the work area. In that case the Agency may place the employee in a non-duty pay status for all or part of the time it takes to process the Original Decision.

**Section 7.** Employees will be given a minimum of ten (10) calendar days following receipt of a Notice of Proposed Adverse Action (NoPAA) to furnish a reply to the Deciding Official. The timeline does not begin until the employee or their representative has been provided copies of all documentation referenced as relied upon in the NoPAA to justify the discipline.

**Section 8.** When a Deciding Official imposes a suspension, change to lower grade, or removal, the deciding official will inform the employee of their right to appeal IAW NGB TPR 752-1, or to file a grievance IAW Article 14. In cases of removal, deciding official will adhere to the timelines in TPR 752-1.

**Section 9.** Where the original decision letter imposes a suspension, change to lower grade or removal, imposition of the action may be held in abeyance at the request of the Technician and concurrence of The Adjutant General.

a. The request will be made to The Adjutant General, with written justification, through the HRO within fifteen (15) calendar days after issuance of the original decision.

b. The Adjutant General or designated representative will consider the request and will meet within ten (10) calendar days and provide an opportunity to meet and confer with the Technician and their representative on the merits of the request.

c. The Adjutant General or designated representative will render a written decision within five (5) days after the information is received and the meeting has occurred to inform the Technician as to whether or not the request will be granted.

## ARTICLE 14

### GRIEVANCE PROCEDURES

**An appeal of a Suspension of 14 calendar days or less and/or a Letter of Reprimand may only be made by using the negotiated grievance procedures.**

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

**Section 2: Representation:** The Labor Organization is assured the right to represent itself and/or any employee in the bargaining unit in the presentation and processing of any grievance.

**Section 3: Exclusions:** The negotiated grievance procedure shall not apply with respect to any grievance concerning:

- a. Any grievance concerning a matter stated in 5 U.S.C. § 7121(c)
- b. EEO Complaints shall be addressed IAW 5 U.S.C. 7121(d).

**Section 4: Employee Rights:**

a. All employees have the right to present their grievances to the appropriate management officials for prompt consideration. This procedure provides a means for the prompt and orderly consideration and resolution of employee or Labor Organization grievances. In exercising this right, the employees and the Labor Organization will be free from restraint, coercion, discrimination, or reprisal.

b. Most grievances arise from misunderstandings or disputes which can be resolved promptly and satisfactorily on an informal basis at the immediate supervisory level. An informal grievance must be presented within the thirty (30) calendar day period prior to filing a formal grievance described in Section 1 above. It will be accomplished in time to allow the supervisor five (5) calendar days to reply. While dissatisfactions and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an employee(s) good standing, their performance, or their loyalty or desirability to the organization.

## **Section 5: Employee and Agency Grievance Procedures**

a. A grievance must be presented using the negotiated grievance form located in Annex A of this agreement

b. The Labor Organization has the right, on its own behalf or on the behalf of the bargaining unit employees, to present and process grievances.

c. If an employee or group of employees elects to present their grievance without the assistance of the Labor Organization, adjustments of the grievance must be consistent with the provisions of this agreement. A Labor Organization representative will be allowed to be present during grievance proceedings.

d. The appropriate supervisor/management official involved will notify the Labor Organization of grievance proceedings and inform them of the time and place of such proceedings.

**Section 6: Informal Grievance:** Prior to filing a Formal Grievance, the employee/Labor Organization Representative will meet with the immediate supervisor to try and resolve any misunderstandings or disputes at that level. If the misunderstanding or dispute cannot be resolved, the employee/Labor Organization Representative and supervisor will date and initial the grievance form.

**Section 7: Formal Grievance:** If a settlement cannot be agreed to at the informal level, the following procedure will be used:

Step 1: Within five (5) workdays after receipt of the written decision on the informal grievance, the formal grievance shall be presented by the aggrieved or his/her representative to the Group Commander. The Grievance shall be submitted on the grievance form (Appendix A) through his/her designated representative and the written decision on the informal grievance if received, shall be attached. Upon receipt of the formal grievance, the Group Commander, shall, within ten (10) workdays, render a written decision. Failure of the Group Commander to answer within the above time limit shall allow the Labor Organization to proceed to Step 2.

Step 2: Within five (5) workdays after receipt of the written decision on the informal grievance, the formal grievance shall be presented by the aggrieved or his/her representative to the Wing Commander. Upon receipt of the formal grievance, the Wing Commander, shall, within ten (10) workdays, render a written decision. Failure of the Wing Commander to answer within the above time limit shall allow the Labor Organization to proceed to Step 3.

Step 3. Upon receipt of the formal grievance, The Adjutant General or designated representative, shall, within ten (10) workdays, render a written decision. Failure of The Adjutant General or designated representative to answer within the above time limit shall allow the Labor Organization to proceed to arbitration of the grievance without further delay. The grievant may request a meeting with The Adjutant General or his designated representative to discuss the matters of said grievance. The acceptance of this meeting will be at the discretion of

The Adjutant General. The Adjutant General's decision will be provided in writing, to the aggrieved party, the Labor Organization, and the grievant's representative (if one has been designated).

**Section 8: Employer Grievance:** The Labor Organization recognizes the Employer's right to grieve. A grievance should be formally submitted, in writing, as soon as possible, but not more than thirty (30) calendar days from the date of the aggrieved incident or knowledge of the incident. The Employer may initiate a formal grievance by submitting the matter, in writing, to the President of the Local Chapter, Association of Civilian Technicians (ACT), or designated representative. The Labor Organization President will attempt to adjust the grievance and will render a decision, in writing, to the Employer within ten (10) calendar days after receipt of the grievance. If the grievance is not settled by this method, the Employer may refer the matter to arbitration. Nothing herein will preclude the parties from attempting to settle such grievances informally.

**Section 9:** All time limits in this article may be extended by mutual consent. Failure of the Employer to observe the time limits shall entitle the Labor Organization to advance the grievance to the next step. Failure of the grievant to observe time limits will terminate the grievance

**Section 10: Right To Information:** Upon request and subject to law, rule or regulation, management will supply the Labor Organization with any investigation reports and/or documents used in the original action when denying a grievance unless prohibited by law, rule or regulation. This is to insure the Labor Organization has all the necessary information for a determination to invoke or not to invoke arbitration.

## ARTICLE 15

### ARBITRATION

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

**Section 2:** Selecting The Arbitrator: Within five (5) days from the date of receipt of a valid arbitration notice, the parties shall attempt to select an arbitrator. If the parties are unable to agree upon an arbitrator, they shall immediately request the Federal Mediation and Conciliation Service (FMCS) to submit a list of seven (7) impartial persons qualified to act as arbitrators. A brief statement of the nature of the issues in dispute will accompany the request to enable the Service to submit the names of arbitrators qualified for the issues involved. The request shall also include a copy of the collective bargaining agreement. In the event that the entire agreement is not available, a verbatim copy of any provision relating to arbitration of the grievance shall accompany the request. The parties shall meet within eight (8) workdays after the receipt of such list to select an arbitrator. If they cannot agree upon one (1) of the listed persons, the Employer and the Labor Organization will each strike one (1) arbitrator's name from the list of seven (7) and shall repeat this procedure until only one (1) name remains. The remaining name shall be the only and duly selected arbitrator. The Labor Organization will strike first. The grievant may withdraw the grievance at any time prior to the actual convening of a hearing or submission of the case to the arbitrator. Fees associated with the request for a list of arbitrators will be paid 50% by both parties.

**Section 4:** Prior to the appointment of an arbitrator, the parties shall attempt to determine all significant aspects of the arbitrator's basis for charges and fees and expenses including the hearing, travel, study, and writing time. The prevailing party shall pay twenty-five (25) percent of the arbitrator's fee. The remainder of the fee shall be paid by the other party. The arbitration hearing will be held on the Employer's premises during the regular day shift hours of the basic work week. All participants in the hearing shall be in a duty status.

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

**Section 6:** The arbitrator's decision shall be submitted to the Employer and the Labor Organization in writing. The arbitrator's decision will be final and binding except that either party may file an exception to the Federal Labor Relations Authority subject to their regulations. The provisions of Section 709(f) (4) of Title 32, U.S.C. are excluded from binding arbitration.

**Section 7:** Either party by pre-hearing motion may seek resolution by the arbitrator of any procedural matter, such as pre-hearing production of documents, identities of witnesses, and their expected testimony; deadlines for pre-hearing motions, responses, and replies; and scheduling of motion oral arguments, pre-hearing conferences, and an evidentiary hearing, if required. If the

matter is not resolved through pre-hearing motions, the grieving party will have the option of any one of the following arbitration procedures:

- a. A stipulation of facts to the arbitrator may be used when both parties agree to the facts at issue and a hearing would serve no purpose. In this case, all facts, data, documentation, etc., are jointly submitted to the arbitrator with a request for a decision based upon the facts presented.
- b. An arbitrator inquiry may be used when a formal hearing would serve no purpose. In this case, the arbitrator would make such inquiries as he/she deemed necessary (e.g., inspecting work sites, taking statements).
- c. A submission to arbitration hearing may be used when a formal hearing is necessary to develop and establish the facts relevant to the issue. In this case, a formal hearing is convened and conducted by the arbitrator.
- d. A mini-arbitration may be used to expedite the resolution of the grievance. In this case, the arbitrator would make such inquiries as he/she deemed necessary, prepare a brief summary of the facts and render an on-the-spot decision.

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

**EXCEPTIONS:** Within ten (10) days after receipt of the arbitrator's decision, the parties to the arbitration will notify one another, in writing, of whether or not they are filing for an exception with the Federal Labor Relations Authority (FLRA) in accordance with Authority procedures. An exception to the arbitrator's decision must be filed within thirty (30) calendar days beginning on the date of service of the award. If no exception is filed, the arbitrator's decision and remedy shall be effected immediately.

## **ARTICLE 16**

### **DETAILS**

**Section 1: Temporary Assignment:** A detail is an official personnel action temporarily assigning a technician to a different established position, or to a pending position, for a specified period of time, with the technician returning to his/her regular assignment at the conclusion of the detail. Details are intended to meet temporary emergency workload situations, absences of employees, or other types of manpower needs that cannot be met by normal personnel placement actions. Detailing to positions or work assignments requiring higher or different skills will be based on a valid need and 'will be consonant with the spirit and intent of applicable laws and regulations. Details will not be made to vacant positions solely for the purpose of evading the Merit Promotion System.

**Section 2: Rotation:** The detail procedure will not become a device to afford some Employees an undue opportunity to gain qualifying experience. Details to perform duties of higher level or in a different line of work shall be rotated between qualified employees to the extent possible. Supervisors involved will coordinate to ensure that mission requirements and employee qualifications are met in the rotation process.

**Section 3: Duration:** All details for over thirty (30) days duration will be reported on Standard Form 52 (Request for Personnel Action) or other appropriate forms and maintained as a record in the Official Personnel Folder.

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

**Section 5: Temporary Promotion:** If an employee is detailed to a higher graded position in excess of thirty (30) days, he/she will be promoted to the higher grade on a temporary basis. Temporary promotions are limited to 120 days without competition. If the temporary promotion is to remain in effect more than 120 days, the position will be advertised and merit placement procedures will be utilized.

## ARTICLE 17

### **HOURS OF WORK**

**Section 1:** The administrative workweek is established as Sunday through Saturday with Sunday as the first day. The basic workweek is established as the first forty (40) hours, normally Monday through Friday, worked during the administrative workweek by each technician. Variations will be negotiated locally by labor and management.

a. The Employer has the right to continue all presently established work shifts and to establish new work shifts as required by the mission. It is agreed that before changing work shifts and/or hours the Employer will provide the Labor Organization notification and fulfill its obligation to negotiate, as appropriate, Labor Organization rights provided in Section 7106 (b) (2) and (3), when requested, concerning changes to the hours of work. All five weekdays can be covered through the use of split schedules. Management will identify the appropriate work schedule for all personnel. The number of work hours in each day and the number of work hours in each week may vary as may be required to perform the mission.

b. Changes to the basic work schedule will be published with as much notice as possible. Notice will be posted seven (7) days in advance. The notification requirement can only be waived in cases where the mission of the Employer would be seriously handicapped or if costs would be substantially increased. If an employee is TDY or on leave and cannot be notified of a change in work schedule by the seven (7) day posted schedule the supervisor will make every attempt to give the employee seven (7) day advance notification either verbally or in writing. In any case, documentation is required in cases where notification is less than seven (7) days due to reasons beyond the supervisor's control. For those sections that require posted work schedules, changes in their posted work schedule will be initialed and dated by the supervisor at the time of the change.

c. Changes in work schedules and work hours may be made on an individual basis when necessary to perform the assigned mission of the Employer and will be distributed equally among eligible and qualified employees to the extent possible. A change in work hours will not be used as a disciplinary action. The Comptroller will maintain a record of employees who work other than the basic workweek and basic work hours. This record can be reviewed by the Labor Organization Representative upon request.

d. Employees may trade shifts on a permanent or temporary basis if both agree, they are both qualified to perform the duties, and a request is submitted to and approved by the supervisor.

e. A lunch period, (no less than thirty minutes (30) minutes for 188 WG and no less than forty-five (45) minutes for 189 AW), free of duty, is authorized beginning not earlier than four hours into the shift and not later than five and one half hours into the shift. Employer understands that delays returning from a lunch location/vendor may happen due to security protocol/actions. Breaks in work hours of no less than thirty minutes (30) minutes (for 188 WG) and no less than forty-five (45) minutes (for 189 AW) shall not be scheduled in any basic workday. When the period of overtime requires a meal break, normally a 30-minute non-paid meal break will be

provided to begin no later than two (2) hours after overtime begins. Supervisors will schedule their personnel to ensure the work areas are covered during lunch periods.

f. If an employee is not given an opportunity to take a lunch period as described above, and an employee cannot leave their work area due to mission need, the employee will receive a twenty (20) minute on the clock lunch. The employee must remain in the work area and be prepared to perform required duties. This will allow the duty day to end thirty minutes (30) minutes (for 188 WG) and forty-five (45) minutes for (189 AW) prior to the scheduled end of the duty day or for the employee to earn compensatory time if approved by appropriate management official. The employee may reschedule their lunch to a later time in lieu of this procedure if approved by the supervisor.

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

**Section 3:** Employees will be given one fifteen (15) minute break period for each four (4) hour period of continuous work. The break period will normally be at the mid-point of the four (4) hour work period. If an employee is not given an opportunity to take a break period as described, and an employee cannot leave their work area due to mission need, the employee will receive a fifteen (15) minute break when work is finished. The employee must remain in the work area and be prepared to perform required duties

## ARTICLE 18

### COMPENSATORY TIME

**Section 1:** Supervisors will not assign compensatory time work as a reward or penalty; and will give consideration to all circumstances, including employees' personal problems, when assigning compensatory time work. A record of compensatory time performed will be maintained in the approved system of timekeeping and may be reviewed by the employee upon request.

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

**Section 3:** Employees who perform compensatory time work as an extension of the normal workday will be allowed a fifteen (15) minute rest period in keeping with that described in Article 17. Workers, who are required to work compensatory time work without prior notices in emergency cases, will be allowed to phone their respective homes without cost to the employee. The phone call will not exceed five (5) minutes duration. The employee will log the call in accordance with base policy.

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

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

**Section 6:** Employees called in to work outside and unconnected with their basic workweek, shall be furnished with a minimum of two (2) hours work. In addition, any employee called in to work under the provisions of this section may be promptly released upon completion of the work that he/she was called upon to perform. The parties intend to implement this provision in a manner that is consistent with the applicable provisions of 5 C.F.R. § 550.112(h) (in terms of compensatory time) and that preserves management's right to assign work under 5 U.S.C. § 7106(a)(2)(B) when there is work that needs to be accomplished, this provision is approved.

**Section 7: On-Call Status and Call-Back: On-Call Status [5 CFR 551.431].** An employee may be placed in "On-Call Status" for specified period of time covering non-duty hours. The employee must:

- a. Retain the ability to perform their work.
- b. Remain within a reasonable commuting area from the duty station (usually must be able to depart to the duty station within an hour after call-back).
- c. Provide a telephone number where they can be reached.
- d. The employee may be allowed to make an arrangement in advance to have another employee report in his stead and notify the Employer of the arrangement. All proposed assignment changes must be approved in advance by Employer.
- e. The employee will receive compensatory time for all hours actually worked when on-call, but will not receive compensatory time for being in "on-call" status. On-call should be used when need is anticipated, but there is no immediate, specific threat.
- f. Any employee called in for duty on a day when work was not scheduled for them, or for which they are required to return to their place of employment, is deemed at least two (2) hours of compensatory time in duration. If the duty time exceeds the first 2 hours, an employee will be awarded compensatory time for the amount of time worked.

**NOTE:** Alcohol consumption and use of specific prescription or over the counter drugs are consistent with restrictions required to maintain the ability to perform work.

## **ARTICLE 19**

### **HOLIDAYS**

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

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

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

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

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

**Section 6:** When a holiday falls on the employee's first non-workday, the preceding workday is designated as the "in lieu of" holiday. When the holiday falls on the second non-workday or third non-workday, the next workday is designated as the "in lieu of" holiday in accordance with Section 6103(b)(2) of Title 5, United States Code and Executive Order 11582." Example: If an employee's normal day off is Friday and a holiday falls on that Friday the employee will have the previous day (Thursday) off in lieu of. If an employee's normal day off is Monday and a holiday falls on that day the employee will have the following day (Tuesday) off in lieu of.

## **ARTICLE 20**

### **LEAVE**

**Section 1:** The Employer and the Labor Organization agree to follow the applicable leave regulations.

**Section 2:** When requested, the employee may project annual leave for a week or more, for the calendar year. The Employer will attempt to make leave available to each employee as requested, including extended leave forecasts so long as the employee's absence does not adversely affect the ability of the section to perform its mission. The Supervisor will approve or disapprove the request for leave as soon as possible but not later than five (5) work days prior to leave start date and return duplicate to the employee. Previously approved leave will not be canceled by the Employer except for reasons of such magnitude that the employee absence would impair either the mission of the Arkansas Air National Guard or its Supported Units. This provision describes how management should treat previously approved leave and provides that such leave should be cancelled only for valid work related reasons. The parties intent, in implementing this provision, to preserve management's right to assign work under 5 U.S.C. § 7106(a)(2)(B) and that management solely determines whether there is work to be performed and whether there is a mission related or workload need that justifies the cancellation of an employee's previously approved leave.

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

**Section 4:** Every employee shall earn sick leave at the rate which is set by regulation or statutes. Sick leave shall be used in accordance with applicable laws and regulations, including but not limited to 5 C.F.R. sub-sections 630 and the Family Medical Leave Act. It is the responsibility of the employee to appropriately identify requests for sick leave under 5 C.F.R. 630.401 at the time the request is made. Each employee must notify his/her first or second level supervisor of impending absence due to illness as soon as possible, but in no case later than two (2) hours after the beginning of the workday. Failure to report, in person or by telephone, within the proper time frame will result in the individual being placed in an appropriate leave status for the period of absence prior to notification.

**Section 5: Medical Certificates for Sick Leave:**

- a. The Employer may require an employee to provide a medical certificate to authorize sick leave for absences in excess of three (3) work days. Unless the Employer determines otherwise, an employee upon request will be authorized sick leave for absences that are three (3) work days or less without providing a medical certificate.
- b. If the Employer requires a medical certificate to authorize sick leave, of any duration, the Employer will inform the employee of the requirement in advance or within a reasonable time after the employee notifies the Employer of the sick leave request.
- c. If the Employer 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 Employer 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.
- d. If the Employer 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 Employer 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 Labor Organization.
- e. Upon the employee's request, the Employer will meet with the employee to discuss a notice provided under paragraph d. The Employer will afford the Labor Organization opportunity to attend the meeting unless the employee objects.

**Section 6: Advanced Sick Leave:** Sick leave, not to exceed 240 hours at any one time, may be advanced to an employee subject to the following:

- a. Procedures contained in the Supervisor's Handbook.
- b. Request for advancement of sick leave will be supported by a medical certificate.
- c. All available accumulated sick leave will be exhausted before advancement.
- d. Annual leave that would otherwise be forfeited is used.
- e. There is reasonable assurance that the employee will return to duty to earn and repay advanced credits.

**Section 7: Religious Observances:** An employee whose personal religious beliefs require that he or she be absent from work during scheduled work periods for religious holidays may be allowed to use compensatory time, appropriate leave, or management may reschedule hours to accommodate the hours required for the absence.

**Section 8:** The Employer and the Labor Organization recognize the importance and humanitarian need for community blood donors. When community need for blood donors arise and work requirements allow, employees may be released in accordance with TPR 630, Chapter 12, 12-3.

**Section 9:** The Employer and the Labor Organization recognize that any employee called for Jury Duty or as a witness on behalf of the Federal, State or Local government will be on official duty or court leave in accordance with applicable regulations. The Employee is responsible for notifying the employer once they receive notice of Jury Duty. If the employee is released from Jury Duty prior to the end of the scheduled work day, they will return to their work station.

**Section 10:** Brief absences from duty of less than an hour and tardiness may be excused when the reasons are justifiable to the supervisor (ex. lactating mothers expressing breast milk). When not justifiable, the absence must be made up or charged to an appropriate leave account. Inclement weather procedures will follow The Adjutant General's Inclement Weather Policy that has been negotiated with the Labor Organization through I & I procedures.

**Section 11: Maternity and Paternity Leave:**

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

b. Employees may be granted annual leave or leave without pay in order to care for newborn children, the child's mother, other minor children, and the placement of a child with the employee for adoption or foster care and adjustment time required in accordance with the Family and Medical Leave Act (FMLA).

**Section 12:** The Employer will provide leave without pay in accordance with the Family and Medical Leave Act (FMLA), including but not limited to the care of the employee's spouse, son, daughter, or parent with a serious health condition, or a serious health condition of the employee that makes the employee unable to perform the essential function of his/her position.

**Section 13: Excused Absence Leave:** Employees shall be granted excused absence for voting in National, State, and Municipal elections in accordance with the established policy of the Federal Government. The rules for granting excused absence for this purpose are outlined in applicable directives of the Federal Government. Other examples for which excused absence may be granted are:

a. To attend conferences or conventions whenever it is determined by the Adjutant General that such attendance will serve the public interest

b. Technicians will be excused, without charge to leave or loss of pay, for periodic, baseline, or annual physical examinations as required only for technician duties IAW TPR 630.

c. For time required to vote where the polls are not open at least three (3) hours before or after regularly scheduled duty hours. For employees who vote in jurisdictions which require

registration in person, time off to register will be granted on substantially the same basis. An employee may be excused up to a full day under unusual circumstances where the commuting distance, as determined by the supervisor to places of registration is considerable and registration is required in person.

d. For up to four (4) hours in any one day to participate as active pall bearers or as a member of firing squads for Military funerals.

**Section 14:** Law Enforcement Leave: When an Employee has been ordered to active duty under military orders of the Governor of the State for participation in rescue or protection work in connection with floods, fires, and other acts of God, absences for not more than twenty-two (22) workdays per calendar year may be granted.

**Section 15:** Administrative Closings, Delays & Dismissals:

a. When hazardous weather or other emergency conditions are affecting, or are forecasted to affect, an employee's home of record, surrounding community or worksite, reference Arkansas National Guard NGAR Joint Supplemental 1 Regulation 600-8-10 "Management of Arkansas National Guard Personnel During Inclement Weather".

b. The Employer shall publicize written procedures for emergency situations that indicate the means of employee notification, reiterate early release and late arrival practices including policies for approving absences, and identify emergency employees who are expected to report for or remain at work in emergency situations unless otherwise notified.

## ARTICLE 21

### HEALTH AND SAFETY

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

**Section 2:** The Employer and the Labor Organization will cooperate in the continuing effort to eliminate accidents and health hazards. A Labor Organization representative, normally the Labor Organization Safety Representative, will be notified of scheduled workplace health and safety inspections and may accompany inspectors, if mission permits and with supervisor concurrence, during scheduled annual workplace health and safety inspections. These inspections will be in accordance with applicable regulations and the Labor Organization will be provided a copy of the inspection report.

**Section 3:** Safety Glasses and Protective Clothing:

a. The Employer will furnish at no cost to the employees, safety eyeglasses to include prescription lenses to employees who are required by medical prescription to wear glasses, upon furnishing a request and justification and upon approval of the upon approval of Wing Medical Group and appropriate Safety Officer safety officer. The employee will furnish a current eyeglass prescription or a new prescription as vision changes occur. All issued safety glasses broken on the job will be replaced at no cost to the employee. The employee may select either plain or tinted lenses.

b. All protective clothing and safety equipment required by applicable regulations will be provided by the Employer. Personal Protective Equipment, (PPE) related issues that may arise will be brought to the attention of the Employer by the employee.

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

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

statute and regulations. A copy of all such reports will be provided to the Labor Organization within 24 hours.

**Section 6:** Employee(s) who believe they are being required to work under unsafe or unhealthy conditions, beyond the normal hazards inherent to the operation, or believes they are in imminent risk of death or serious bodily damage will cease the activity and advise their first level supervisor or an appropriate Employer representative of the unsafe/unhealthy conditions. The first level supervisor/Employer representative will correct the safety/health situation prior to the resumption of the work activity. If unable to correct the unsafe/unhealthy situation, the Employer's Safety Representative will be notified immediately. If the Employer's Safety Representative is unable to immediately correct the situation, he/she will make notification to the Labor Organization Safety Representative, if technician personnel are involved, and shall review the safety/health situation and respond to the technician or group of technicians and the Supervisory chain. If it is determined an investigation is warranted, it will be made within twenty-four (24) hours for imminent dangers, three (3) working days for potentially serious conditions, and twenty (20) working days for all other conditions.

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

**Section 8:** Employees shall immediately, or as soon as practicable, report to their supervisor all injuries and occupational illnesses which occur on or as a result of the job. Employees shall be released to be treated for emergencies to the nearest medical facility, or referred, at the employee's request, to an alternative medical facility. The supervisor shall provide the employee with the appropriate forms.

- a. The Employer agrees to assist the employee in filing the appropriate forms and documentation regarding the illness or injury with the Office of Workers Compensation Programs (OWCP). Such assistance will include an explanation of the benefits and options available under the Federal Employees Compensation Act, and submission of such forms to the HRO.
- b. When an employee has been returned to work by the Employer's medical authority for a temporary period of light duty, the Employer agrees to assign the type of work to the employee that will not aggravate his/her illness or injury when such work is available and which he/she is qualified to perform.
- c. In the event of a work related injury during the employee's duty hours, work lost by the employee on the day or shift on which the injury occurred will be excused without charge to leave (in accordance with appropriate regulations). If the injury incapacitates the employee for work beyond the day the injury occurred, then the employee will be advised of and assisted with the provisions of the Federal Employees Compensation Act regarding use of leave or continuation of pay by the Employer.

**Section 9:** In circumstances where protective clothing or equipment is required to perform tasks such as aircraft washes or fuel system maintenance, employees will be given as much advance notice as possible. In the event of failure of protective clothing or equipment that causes a

technician employee to become contaminated with health deteriorating chemicals, the technician will be afforded the opportunity to remove contamination by showering and clothing change prior to continuing duties.

**Section 10:** OSHA Council: membership and frequency of meetings is IAW AFI91-202 Sec 2.6. The Employer will allow the Labor Organization to designate two (2) members to serve on the Council. The names of the Council members will be posted so all employees can see.

**Section 11:** Adequate foul weather clothing deemed necessary will be provided for employees required to work outside in inclement weather during emergency and non-emergency conditions.

**Section 12:** The Employer agrees to use every reasonable effort to ensure the supply and maintenance, on a regular basis of an adequate number of fire extinguishers in all sections.

**Section 13:** Where employees are required to work continually in adverse environmental conditions or other extreme weather conditions, the employees may be provided shelter in a heated or cooled environment, as the case may be, at reasonable times as necessary.

**Section 14:** The Employer assures any employee with an alcohol problem that his/her request for diagnosis or treatment will not jeopardize his/her job rights or job security and that confidential handling of the diagnosis and treatment of these problems is an absolute fact – not just an assertion. This will be based on the employee's proactivity to receive treatment and not as a result of an adverse event included but not limited to DUI, DWI, public intoxication, failed urinalysis. See Article 28 of this contract.

**Section 15:** No employee shall be subject to restraint, coercion, discrimination, or reprisal because of filing any complaint regarding health or safety.

**Section 16:** The Employer will, to the extent feasible, eliminate identified safety and health hazards. Whenever risk conditions have been identified and cannot be readily abated, the Employer shall inform the Labor Organization of the condition and the Employer shall arrange a time table of abatement, including a schedule of interim steps to protect employees. Arrangements shall include employee notifications, warnings, and information to employees affected by the hazardous conditions.

## **ARTICLE 22**

### **HAZARDOUS DUTY AND ENVIRONMENTAL DIFFERENTIAL PAY**

**Section 1:** Purpose: The purpose of this article is to define the situations under which Hazardous Duty (HDP) and Environmental Differential Pay (EDP) will be paid to employees as authorized pursuant to TPR 990-2, 40-532 and CBA. Procedures and guidelines are referenced in 5 CFR Part 550 and 532, respectively will guide the payment of HDP and EDP.

## **ARTICLE 23**

### **REORGANIZATIONS, REALIGNMENTS, AND REDUCTION IN FORCE**

**Section 1:** General: Procedures relating to reorganization, realignment, and reduction in force will be governed by provisions of National Guard Bureau Regulation TPR 300 and TPR 351 and the CBA.

**Section 2:** Appropriate Arrangements: Labor Organizations will be notified concerning any changes and, upon request, bargain on negotiable proposals.

## **ARTICLE 24**

### **WAGE SURVEYS**

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

## ARTICLE 25

### **PERFORMANCE APPRAISALS**

**Section 1: Introduction:** The employer and the Labor Organization recognize the vital nature of the performance evaluation process to the entire bargaining unit work force. Therefore, the performance evaluation system will be IAW TPR 430 or National Guard Bureau Regulations and the CBA. The effectiveness of the performance evaluation system is a combined responsibility of each employee and the employer.

**Section 2: Appraisal of Labor Organization Officials:** The times spent away from the assigned job by Labor Organization representatives in the performance of their representational duties should not be taken into account when accomplishing a performance appraisal. But rather, the performance appraisal should be based only on the performance of their officially assigned work.

#### **Section 3: Policy**

- a. This Article addresses the Technician Performance Appraisal Program as it applies to bargaining unit members. Technician Personnel Regulation (TPR) 430 and this CBA are used for the administration of the Performance Appraisal Program. The current automated program is hosted on the web Application: MyBiz/My Workplace.
- b. The evaluation of a Technician's performance of assigned duties is paramount in the evaluation process. Items of a disciplinary nature will not be used as part of that measurement, unless it occurred and affected performance during the rating period.
- c. Appeals must be submitted no later than 30 calendar days after the date the Technician received the appraisal and will be submitted to the HRO Employee Relations Specialist in accordance with TPR 430.

#### **Section 4: ACTIONS BASED ON UNACCEPTABLE PERFORMANCE**

- a. The Employer may reduce in grade or remove an employee for unacceptable performance in accordance with applicable law or regulations and the following.
- b. Prior to initiating an action under this Article, the following actions, as referenced in TPR 430, are required in writing.
  1. Specific instances of unacceptable performance by the technician on which the proposed action is based.
  2. Of the critical element(s) of the technician's position involved in each instance of unacceptable performance.
  3. A specific period of time to bring performance to a satisfactory level (not less than 30 days in accordance with this Article).
  4. How the supervisor will assist the technician in that effort.
  5. What the technician must do to bring performance to a satisfactory level.

- c. An employee whose reduction in grade or removal is proposed is entitled to the review and appeal process as outlined in TPR 430.
- d. Unacceptable Performance Based On Alcohol Abuse:
  - 1. Management may consider postponing actions to reduce in grade or remove employees for unacceptable performance resulting from alcohol abuse if the employee seeks aid through the Employee Assistance Program (EAP) and is satisfactorily progressing in an approved rehabilitation program. This will be based on the employee's proactivity to receive treatment and not as a result of an adverse event included but not limited to DUI, DWI, public intoxication, failed urinalysis.
  - 2. Management may consider cancelling an action if performance improves and the problem does not recur. The decision belongs to management.

**ARTICLE 26**

## **TDY AND TRAVEL**

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

**Section 2: Assignment of Qualified Technicians:**

a. Management may receive input from employees in each section pertaining to technician TDY assignments. Where management's decision to assign personnel to technician TDY assignments differs from a section's desires, management will provide a reason to the technicians selected. There will be no restriction on an individual participating in technician TDY assignments unless a law, rule or regulation prohibits participation. All personnel in each section will establish an internal policy/procedure (i.e. trip roster, written plan, etc), based on individual section concerns. In the event of disputes within a section that cannot be resolved, a rotating trip roster of eligible employees will be developed and trips will be assigned based on roster position. If an established roster is currently in use it may remain in effect.

b. In the event of special mission requirements, management retains the right to assign personnel to technician TDYs dependent on the mission, training and personnel qualification requirements of the technician TDY.

**Section 3: Status:** The Employer agrees that an employee required to travel may do so in a Technician status in accordance with applicable mission requirements, directives, and within budgetary guidance or constraints.

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

**Section 5: Work Schedules:** Length of duty day will be the same as those of the technician when not in a TDY status. Time exceeding the established workday will be handled in accordance with Section 7 below.

**Section 6: Working Conditions:** The Employer agrees that every reasonable effort will be made to insure that adequate numbers of technicians will support each TDY to insure the health,

safety, welfare, and morale of each technician. Employer further agrees to make every effort to ensure technicians are not required to occupy substandard quarters.

**Section 7:** Compensatory Time for travel:

- a. Time spent traveling away from the permanent duty station is “hours worked”. The time is not only “hours worked” on regular workdays, but also during the non-workdays. Compensatory time will also be granted for time spent in “standby” status when directed by appropriate management official.
- b. When practical, travel will normally be arranged within the employee’s scheduled hours of work. It is the intent of the parties, in implementing this language, to preserve management's right to assign work under 5 U.S.C. § 7106(a)(2)(B) in determining whether the scheduling of such travel is during or outside of the employee's regular workday is necessary to accomplish the mission.

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

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

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

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

**Section 12:** Notice: Each employee shall be given as much notice as possible prior to traveling.

**Section 13:** Travel Vouchers: The employee will submit a travel voucher, to the Accounting and Finance Office in all cases when travel is completed. The voucher should be submitted within five (5) workdays after completion of travel. The filing of travel vouchers and time spent obtaining per diem/travel arrangements may be accomplished while on duty status. A trained individual is normally available to advise/assist the technician with such vouchers during normal duty hours.

## ARTICLE 27

### **PERSONNEL RECORDS**

**Section 1:** Employees have access to their electronic Official Personnel Folder (eOPF) as authorized by applicable publications and may allow Labor Organization Officials to view their eOPF.

**Section 2:** Management and the Labor Organization will protect all pertinent personal data from disclosure.

**Section 3:** The employee or Labor Organization may request a representative of the HRO to be available for the purpose of clarifying the contents of the eOPF.

## ARTICLE 28

### EMPLOYEE ASSISTANCE PROGRAM

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

**Section 2:** Employer/Employee Responsibilities:

- a. The employer recognizes that alcohol and drug abuse or emotional problems are preventable and treatable conditions and that all levels of management have a continuing responsibility to provide support to the program.
- b. For individuals with drinking, drug, or emotional problems, management may consider the use of non-disciplinary procedures, such as counseling and an offer of referral to rehabilitation services.
- c. Employees will be afforded the opportunity to receive counseling and information regarding rehabilitation services on an entirely voluntary basis.
- d. Sick leave may be authorized for the purpose of treatment and rehabilitation of employees who ask for help under this program.
- e. Employees acknowledging an alcohol, drug abuse or emotional problem will be extended maximum assistance toward rehabilitation. However, if an employee is unable to raise his or her conduct or performance to an acceptable level, appropriate action to discipline or remove the Employee will be taken by the Employer.
- f. In cases where an employee has been suspended indefinitely for job-related problems that have their basis in alcohol, drug abuse, or emotional problems, assistance under this program shall be provided by the Employee Assistance Coordinator if requested by the suspended employee. A Labor Organization representative may be present at discussions with the Employee Assistance Coordinator if requested by the Employee.

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

## ARTICLE 29

### CONTRACTING OUT WORK

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

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

## ARTICLE 30

### UNIFORMS

#### **Section 1: Uniform Provision:**

a. The Employer agrees to provide, at no cost to the Employee, a total of four (4) sets of uniforms, consisting of up to four (4) sets of utility/duty uniforms (Blues/ABUs/ACUs) complete with all of appropriate rank insignia, patches, any other required cloth attachment, and alterations for those uniforms, which require alterations by regulation. The initial issue received when a member joins the Air National Guard satisfies this requirement. If the Technician has not received this initial issue the Employer agrees to ensure the Technician receives the required initial issue of four (4) sets of utility/duty uniforms (Blues/ABUs/ACUs) complete with all appropriate rank insignia, patches, any other required attachment, and alterations for those uniforms, which require alterations by regulation.

1. Employees receive their replacement military clothing from supply on a fair wear and tear or damaged/unserviceable basis in accordance with applicable Air Force Instructions and within budgetary constraints. Exchange is one item for one item. Each replacement item will be the proper size with all appropriate rank insignia, name tape and U.S AIR FORCE tape properly sewn on.

b. In order to mitigate damage to the Airman Battle uniform (ABU) and decrease the requirement to replace the ABU prematurely, coverall and or shirt/pants combination will be authorized for purchase and wear as a duty uniform within the Maintenance, Logistics and Civil Engineering complexes. Employer agrees to provide two (2) pair of summer, and one (1) pair of winter coverall/pants. Coverall and or shirt/pants combination will be replaced as per paragraph a.1. of this article.

1. The Employer will provide one (1) pair of steel toe boots or other appropriate footwear (i.e. low-quarter shoes for the Blues Uniform) to those individuals who are required to wear them to perform their duties pending availability of funds and supplies. Required issue footwear will be replaced as per paragraph a.1. of this article.

2. SEWING: Bargaining unit Employees who elect to purchase additional uniforms or uniform items normally not designated as standard issue, or items beyond those covered in this section will incur the cost of rank insignia, patches, any other required cloth attachment, and alterations required by regulation for those uniforms.

## ARTICLE 31

### MERIT PLACEMENT

**Section 1:** Merit Placement will be IAW the state Merit Placement Plan (MPP). The Parties agree that any changes in the Merit Placement Plan (MPP) will be bargained and conform with 5 CFR Part 335 prior to implementation.

**Section 2:** Areas Of Consideration: The areas of consideration for each specific position vacancy announcement will be in the following manner and sequence:

a. Bargaining unit positions:

1. Area One: On board Full Time Technician employees of the Respective bargaining unit.
2. Area Two: All members of the Arkansas Air National Guard.
3. Area Three: Anyone eligible for membership to the Arkansas Air National Guard.

## ARTICLE 32

### POSITION DESCRIPTION

**Section 1:** Position Description: Position descriptions will be an accurate listing of the major duties and responsibilities that are required by the Employer to be performed by the affected technician(s).

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

**Section 2 :** Other Duties As Assigned: The term "other duties as assigned" are any duties not listed in the Position Description that are accomplished less than 20% of the time ("time" being defined in reference to this article and section as one normal pay period), and are not regular and recurring. These do not meet critical element or major duty criteria.

- a. Consistent with management's right to assign work management will make reasonable efforts to assign work in a way that is reflective of the employee's position description.
- b. If unrelated duties are assigned on a regular and recurring basis, the position description shall be amended or re-accomplished to include such duties. Proper classification procedures will be followed. Work assignments shall not be in violation of prohibited personnel practices nor any relevant law, rule, regulation or this agreement.
- c. When general cleanup is required assignments will be made on an equal basis without regard to rank, grade, or sex.
- d. Exceptions will be allowed for documented medical restrictions which may preclude participation or endanger the health of the technician.
- e. Employees will not be assigned any duties as a substitute for discipline.

**Section 3:** Additional Duties: The Employer agrees to ensure that all extra duties, position placements, disciplinary actions, changes in work schedules/hours, shift assignments, holiday work, TDY assignments, vacancy fill assignments/appointments, or any other arbitrarily assigned tasks by the Employer are assigned in such a way that is not discriminatory, retaliatory, or in any manner meant to harass the Employee.

**Section 4:** An employee may request that his/her supervisor review the employee's position description for accuracy in the event the employee feels that the position description does not cover the major duties of the position. Such a request will not be construed as a formal complaint, and all input will be considered.

**Section 5:** An employee has the right to appeal the classification of his/her position at any time:

- a. A General Schedule (GS) employee may appeal through the Agency appeal procedure established or directly to the Department of Defense (DoD).
- b. A Federal Wage System (FWS) employee must first file a position classification appeal within the agency. On receipt of the decision, the appeal may then be continued to DoD.

**Section 6:** Retained grade and retained pay rights will be accorded to those employees whose positions are downgraded consistent with applicable directives.

## ARTICLE 33

### **JOB CLASSIFICATION**

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

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

**Section 3:** Normally, technicians shall not be required to perform work outside of their classification, except for periods of short duration and in the event of necessity in accordance with Article 32.

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

## **ARTICLE 34**

### **INCENTIVE AWARDS**

**Section 1:** INCENTIVE AWARDS COMMITTEE: If an awards committee is convened, the employer agrees that the Labor Organization shall have a minimum of one (1) representative on the Incentive Awards Committee. The Labor Organization representative will be selected from a list of five (5) submitted by the Labor Organization.

## ARTICLE 35

### PAYROLL DEDUCTION

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

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

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

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

**Section 4:** Upon request the Employer agrees to provide the Labor Organization with copies of the Standard Form (SF) 1188 for use in revoking dues allotments. These forms will be available in the Labor Organization office to those individuals wishing to revoke their dues withholding. All SF 1188 must be signed by the local chapter president prior to processing by Civilian Pay Office.

- a. The individual will turn the completed standard form into the Civilian Pay Office.
- b. The standard form shall be forwarded by the Civilian Pay Office for processing the next available pay period.
- c. The first day of September shall be the annual dues revocation date established by this agreement. All dues revocation forms must be received by the Civilian Pay Office not later than fifteen (15) August.

**Section 5:** New members shall have the option of dues revocation on the first annual anniversary date after the employee's election to participate. Dues revocation form must be submitted to the Civilian Pay Office not later than the last work day in the month preceding the employee's anniversary date. Effective date of revocation will be the first full pay period after the anniversary date. After the first anniversary date, revocation may only be made in accordance with paragraph 4c above.

## ARTICLE 36

### **DURATION; MID-POINT AND MID-TERM BARGAINING; RELATIONSHIP TO OTHER LAW**

#### **Section 1:** Execution Date and Effective Date:

- a. The parties completed negotiation of, and at least one representative of each party signed, this agreement on May 8, 2017, thereby executing this agreement on that date.
- b. Unless the head of the agency disapproves this agreement on or before 30 days from the date the agreement is executed, the effective date of this agreement shall be
  - (1) the date the head of the agency approves the agreement; or
  - (2) the 31<sup>st</sup> day from the date the agreement is executed.
- c. If the head of the agency disapproves this agreement on or before 30 days from the date the agreement is executed, without stating specifically which portion of the agreement is disapproved, the effective date of this agreement shall be the date on which the head of the agency approves, or waives disapproval of, any portion of this agreement. That portion shall be effective on that date.
- d. If the head of the agency disapproves this agreement on or before 30 days from the date the agreement is executed, stating specifically which portion of the agreement is disapproved, the effective date of this agreement shall be the date of the disapproval. The portion not specifically disapproved shall be effective on that date.
- e. If agency head disapproval of a provision is invalidated by a final decision of the Federal Labor Relations Authority or a federal court, the effective date of the provision shall be the date the Authority or court decision is final.
- f. The effective date of an agreement replacing a disapproved portion of this agreement shall be determined in accordance with paragraphs b-e.

#### **Section 2:** Agreement Duration, Expiration, Automatic Renewal, Extension During Renegotiation:

- a. The duration of this agreement, or any portion thereof, shall be from its effective date to the end of the expiration date stated below in paragraph b.
- b. This agreement expires at the end of May 8, 2020, unless before then the Federal Labor Relations Authority issues a final decision terminating exclusive recognition, in which case the agreement expires on the date of that decision.
- c. If during the period that is not more than 105 days and not less than 60 days before the expiration of this agreement neither party notifies the other in writing that it desires to negotiate a new agreement, this agreement automatically shall be renewed for three years. The month and day stated in paragraph b shall be the renewal date of this agreement. Any automatic renewal of this agreement shall expire at the end of the renewal date in the third year of the automatic extension.
- d. If during the period that is not more than 105 days and not less than 60 days before the expiration of this agreement a party notifies the other in writing that it desires to negotiate a new agreement, this agreement automatically shall be renewed effective

negotiate a new agreement, this agreement automatically shall be renewed effective on the start of the renewal date following the notice of desire to negotiate and shall expire at the end of the renewal date that is one year later.

**Section 3: Agreement Amendments or Supplements:**

- a. This agreement may be amended or supplemented during its life by any of the following procedures:
  1. At any time, either party to this agreement may by written notice require negotiations for the purpose of supplementing this agreement with provisions not covered by this agreement.
  2. Either party may require negotiations to amend no more than 5 articles of this agreement if written notice identifying the articles proposed to be amended is provided to the other party no earlier than sixteen (16) and no later than eighteen (18) months after the date this agreement was executed.
  3. At any time, by mutual consent, for the purpose of amending or supplementing this agreement.
- b. When a party by written notice requires negotiations under paragraph a, the other party will agree to meet within 30 days after the notice to negotiate, unless the notifying party consents to meet later. An amendment or supplement to the agreement will have the same expiration date as the other provisions of this agreement.

**Section 4: Agreement Relationship to Laws and Regulations:**

- a. A provision of this Agreement is valid to the extent it does not conflict with the Constitution of the United States, a federal statute, a rule or regulation implementing 5 U.S.C. § 2302, or a government-wide rule or regulation that was prescribed on or before the effective date of the provision.
- b. A provision of this Agreement prevails over
  1. any conflicting government-wide rule or regulation that was prescribed after the effective date of the provision, unless the rule or regulation implements 5 U.S.C. § 2302;
  2. any conflicting agency rule or regulation, regardless of when it was prescribed and irrespective of whether it was prescribed by the Department of Defense, the National Guard Bureau, any other Department of Defense Component, or the Employer—unless the rule or regulation implements 5 U.S.C. § 2302; and
  3. any conflicting state or local provision, of any kind.
- c. The Employer shall comply with
  1. a government-wide or agency regulation that implements 5 U.S.C. § 2302;
  2. any other government-wide rule or regulation, except to the extent it conflicts with a provision of this Agreement that was in effect before the rule or regulation was prescribed;

3. any other agency rule or regulation, except to the extent it conflicts with this Agreement or any amendment or supplement thereto.

**GRIEVANCE FORM**

Association of Civilian Technicians (ACT), Razorback Chapter 117 & River Valley Chapter 131

1. Name of Grievant:	2. Duty Phone:
3. Position/Grade:	4. Duty Site:
5. Grievance Presented to:	6. Date of Incident:

7. Background and Nature of Grievance: (Attach separate sheets if required. Describe in detail the incident or action on which the grievance is based. Provide names, dates, times, places, where applicable. Attached supporting documents, if appropriate. State the Article/Section of the Contract or law, rule, or regulation allegedly violated.)

8. Designated Labor Organization Point of Contact:

9. Resolution Requested:

10. Informal Grievance: Labor Organization Off Initials \_\_\_\_\_ Mgt Off Initials \_\_\_\_\_ Date: \_\_\_\_\_

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

Step #1: _____	Date: _____
Step #2: _____	Date: _____
Step #3: _____	Date: _____
Step #4: _____	Date: _____

12. **SIGNATURE OF GRIEVANT:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

Step #1: _____	Date: _____
Step #2: _____	Date: _____
Step #3: _____	Date: _____
Step #4: _____	Date: _____

\*Grievant will complete Items 1 through 12