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2013  
Nevada Air National Guard  
Labor/Management Agreement

Between

The Adjutant General,  
State of Nevada

And

Silver Barons Chapter,  
Assoc. of Civilian Technicians



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## **ARTICLE 1. GENERAL PROVISIONS**

### **1-1 Purpose**

- A. Agreement: Pursuant to the policy set forth in Public Law, the following articles constitute an agreement by and between the Adjutant General, State of Nevada, hereinafter referred to as “the Employer,” and the Silver Barons Chapter, Association of Civilian Technicians, hereinafter referred to as “the Association.” In this agreement, the word “he” is intended to include both the masculine and feminine genders, unless otherwise indicated.
  
- B. Mutual Covenants: This agreement identifies the mutual covenants of the parties hereto, which are intended to:
  - 1. Promote the efficient administration of the Nevada Air National Guard and the well being of its Technicians,
  - 2. Provide for the highest degree of efficiency in the accomplishment of the mission of the Nevada Air National Guard,
  - 3. Establish a basic understanding of personnel policy, practice, and procedure, and of matter affecting conditions of employment within the discretion of the Adjutant General,
  - 4. Provide means for amicable discussion of and adjustment to matters of mutual interest; and
  - 5. Promote Technician communications and knowledge of personnel policy and procedure.
  - 6. The Employer and the Association are jointly responsible for the enforcement of this agreement.

### **1-2 Exclusive Recognition and Bargaining Unit Determination**

Bargaining Unit: The Association of Civilian Technicians has been designated and selected by a majority of the Technicians of the Nevada Air National Guard as their representative for the purpose of exclusive recognition. Pursuant to 5 U.S.C. §7112, the said organization is the exclusive representative of all Technicians in the bargaining unit.

INCLUDED: All Technicians of the Nevada Air National Guard, both Wage Grade and General Schedule.

EXCLUDED: All professional employees, management officials, supervisors and employees described in 5 U.S.C. §7112(b).

NOTE: In applying this paragraph, 5 U.S.C. §7112, pertaining to supervisors and others who must be excluded from the bargaining until will prevail. In addition, changes to the bargaining unit will be through Federal Labor Relations Authority clarification of unit.

Application: This agreement is applicable to all bargaining unit Technicians in the Nevada Air National Guard.

### **1-3 Technician Rights**

- A. 5 U.S.C. §7102: Each Technician shall have the right to form, join, or assist any labor organization, or to refrain from such activity, freely and without fear of penalty or reprisal, and each Technician shall be protected in the exercise of such rights. Nothing in this agreement shall require a Technician to become or to remain a member of a labor organization, or to pay money to the labor organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions. In addition, the Technician is not precluded from:
  - 1. being represented by an attorney or other representative, other than the exclusive representative, of the employee’s own choosing in any grievance or appeal action; or
  - 2. exercising grievance or appellate rights established by law, rule or regulation; except in the case of grievance or appeal procedures negotiated within this agreement.

- B. Technician Participation: in an effort to contribute to the effective conduct of operations and the efficient administration of the Nevada Air National Guard, Technicians may organize and express their views collectively or refrain from such activity. The well being of Technicians requires that orderly and constructive relationships be maintained.

#### **1-4 Management Rights**

5 U.S.C. §7106 Management officials of the Employer retain these rights in accordance with applicable laws and regulations:

- A. Subject to subsection (B) of this section, nothing in this chapter shall affect the authority of any management official:
  - 1. to determine the mission, budget, organization, number or employees, and internal security practices of the agency; and;
  - 2. in accordance with applicable laws
    - a. to hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
    - b. to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;
    - c. with respect to filling positions, to make selections for appointments from:
      - (1) among properly ranked and certified candidates for promotion; or
      - (2) any other appropriate source; and
    - d. to take whatever actions may be necessary to carry out the agency mission during emergencies.
- B. Nothing in this section shall preclude the Employer and the Association from negotiating:
  - 1. at the election of the Employer, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;
  - 2. procedures which management officials of the Employer will observe in exercising any authority under this section; or
  - 3. appropriate arrangements for Technicians adversely affected by the exercise of any authority under this section by such management officials.

#### **1-5 Labor Organization Rights and Duties**

- A. Exclusive Representative: The Association 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. The Association is responsible for representing the interests of all Technicians in the bargaining unit it represents without discrimination and without regard to Association membership.
- B. Representation Rights: The Association shall be given the opportunity to be represented at any formal discussion between one or more representatives of the Employer and one or more members of the bargaining unit or their representative, concerning any grievance or any personnel policy or practice or other general condition of employment. The Association shall be given the opportunity to be represented at any examination of a Technician in the bargaining unit by a representative of the Employer in connection with an investigation if the Technician



reasonably believes that the examination may result in disciplinary action against the Technician and if the Technician requests the representation.

C. Prohibited Practices

1. The Association will not interfere with, restrain, or coerce any Technician in the exercise of their rights under law. The Association will not coerce, discipline, fine, or attempt to coerce a member of the Association as punishment or reprisal, for performance or productivity as a Technician, or the discharge of the members' duties as a Technician. The Association will not discriminate against a Technician with regard to the terms or conditions of membership in the Association on the basis of race, color, creed, national origin, sex, age, political affiliation, marital status or handicapping condition.
2. The Association will not call or participate in a strike, work stoppage, slowdown, or the picketing of the Employer in a labor/management dispute if such picketing interferes with the Nevada Air National Guard operations. The Association will not condone any such activity by failing to take action to prevent or stop such activity.

- D. Internal Labor Organization Business: The Association will conduct internal labor organization business such as soliciting membership, collecting dues, electing officers, meetings, posting and distributing literature during non-duty hours of the Technicians involved.

**ARTICLE 2. ACCESS TO INFORMATION**

**2-1 Employer Information**

The Employer agrees to provide the Association all pertinent Technician Personnel Regulations and assure that additional polices and directives of the agencies (NGB and OPM) are made available during normal duty hours.

**2-2 Association Information**

The Association agrees to provide the Employer with any pertinent labor/management relations publications and directives that they receive, including a copy of "The Technician."

**2-3 Technician Manning Document**

The Employer, upon request, agrees to furnish the Association an updated copy of the Technician manning document representative of all bargaining unit positions, omitting any information under the Privacy Information Act of 1974.

**ARTICLE 3. USE OF FACILITIES AND EQUIPMENT**

**3-1 Office**

Employer will provide adequate office space for the Association. If relocation is necessary, both parties will work toward locating acceptable office space.

**3-2 Telephone Access**

The Employer agrees to provide access to telephone systems. Credit card calls for purposes of official union business are allowed.

**3-3 Bulletin Boards**

The Employer agrees that the Association shall be afforded bulletin board space for display of Association material as follows:

- A. On existing "consolidated" bulletin boards, sufficient space to allow for posting of Association material.

- B. If sufficient bulletin board space is not available or there is no consolidated board in the facility or building, the Association may place one board per building for its use.
- C. On other existing bulletin boards, if required to identify the area shop steward.
- D. If a shop/work area does not have a bulletin board, wall space will be made available for the purpose of identifying the area shop steward. The Association agrees that if such additional space is required, agreement will be reached with the area supervisor(s) and the shop steward as to appropriate location, size and type.

**3-4 Distribution**

A distribution box will be provided to the Association at the central distribution point.

**3-5 Copy Machines**

The Association will be allowed limited use of reproduction equipment for facilitating the dissemination of information mutually beneficial to both parties.

**3-6 Public Address System/Email**

The Employer agrees to make announcements of union meetings on the PA system/Email when requested by the Association.

**3-7 Network Access**

The Employer agrees to allow a link from the Nevada National Guard web site to an Association web site, providing the link is used for “official union business only” and does not violate the Privacy Information Act of 1974. The Employer agrees to allow bargaining unit members to use Employer-owned computers for Association business requiring LAN access during official time and non-duty hours.

**ARTICLE 4. PAYROLL DEDUCTION**

**4-1 Withholding Form**

The SF 1187 will be used for dues deduction and will be supplied by the Association. It will be used as the authorization of payroll deduction for the dues.

**4-2 Processing**

The completed standard form will be given by the Association to the Accounting and Finance Office.

- A. The standard form will be completed and certified as to the amount of withholding (.008 of base pay) and that the member has been advised of the contents of the form and 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 on the first pay period beginning after the submission of the form to the Accounting and Finance Office. Adjustments to dues allotments will normally occur within two (2) pay periods from the date the member’s rate of base pay changes.
- C. An allotment shall be terminated by submission of an SF 1188.
- D. It is the individual’s responsibility to maintain dues allotment/payment, if the Technician so desires, in order to protect Association related benefits.

**4-3 Dues Revocation**

The Association will provide an SF 1188 to the bargaining unit member for processing as follows:

- A. The individual will turn the completed standard form into the Accounting and Finance Office.
- B. The Accounting and Finance Office shall date and initial all copies of the standard form upon receipt from the individual. The second copy of the standard form shall normally be forwarded by the Accounting and Finance Office to the Association within five (5) working days after receipt of the signed form from the Technician.
- 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 Accounting and Finance Office not later than 15 August. Dues revocation shall not become effective until the first full pay period in September.
- D. New members shall have the option of dues revocation on the first annual anniversary date after the Technician's election to participate. Dues revocation forms must be submitted to the Accounting and Finance Office not later than the last work day in the month preceding the Technician's anniversary date. Effective date of revocation will normally be the first full pay period after the anniversary date. After the first anniversary date, revocation may only be made in accordance with section 4-3C above.

## **ARTICLE 5. OFFICIAL TIME FOR EXCLUSIVE REPRESENTATIVES**

### **5-1 General**

Official time will be made available without loss of annual leave during normal duty hours for the Association representatives to carry on business that is of mutual concern to the Employer and the Association. Official time provisions encompass negotiations between the Association and the Employer, regardless of whether such negotiations pertain to the negotiation or renegotiation of a basic collective bargaining agreement.

### **5-2 Procedures**

Official time will be granted in the following manner. The Association representatives will notify their immediate supervisor and obtain concurrence prior to leaving their assigned area. The supervisor must concur unless the mission of the section cannot be accomplished without the presence of that representative. The supervisor may delay the representative for only the length of time that the mission requires the presence of that representative. Official time provisions include, but shall not be limited to:

- A. Technicians to discuss, informally, with their first line supervisors and/or their Association representative, any dissatisfaction relating to conditions of employment that Technicians might have.
- B. an Association representative to discuss informally or formally with the appropriate management official any complaint the Association may have concerning matters under this agreement.
- C. reasonable preparatory time for appeals, grievances, complaints, or labor-management meetings.
- D. travel time to and from prearranged meetings with the Adjutant General or other management officials. In accordance with applicable JTRs/regulations the Association representatives will receive full travel and per diem allowances when these meetings are scheduled out of the immediate area.
- E. prepare and maintain records and reports required of the Association by federal agencies; maintain financial records and books required to complete IRS reports.
- F. reasonable time will be allowed union officials to change clothes prior to and subsequent to the situations contained in section 5-4.

### **5-3 Representative Training**

The Association is authorized official time for Association sponsored training. It is understood that training will be of mutual concern to Management and the Association. The Association will request this official time by letter, including the agenda of the training, for approval by the Employer.

#### **5-4 Civilian Attire**

Association representatives will not be required to wear the military uniform while performing the following:

- A. while engaged in negotiations with management officials.
- B. Labor/Management meetings.
- C. performing representational duties for bargaining unit members, when representing the Association at hearings, or at third-party proceedings.

### **ARTICLE 6. ASSOCIATION OFFICERS AND SHOP STEWARDS**

#### **6-1 Association Officers**

The Association officers will normally include a president, vice-president, secretary, and treasurer.

#### **6-2 Shop Stewards**

The shop steward is an official Association representative.

- A. The Employer agrees to advise the Association on appropriate matters of working conditions prior to implementation.
- B. The Technician may confer with the shop steward upon receiving permission from the supervisor on appropriate issues brought forth by the Technician.
- C. It is understood that the steward may speak for the Technicians of the section, but will not make decisions on contractual intent.

#### **6-3 Head Stewards**

Pursuant to this agreement, the Association may designate one (1) head steward in the following geographical areas:

- A. Reno
- B. Carson City
- C. Las Vegas

#### **6-4 Number of Stewards**

Additional stewards may be designated by the Association at a ratio of 1 to 25 bargaining unit positions, per geographical location.

#### **6-5 List of Officers and Stewards**

The Human Resources Office will be furnished with a complete list of officers and stewards and their designated areas after each selection or anytime a change occurs.

### **ARTICLE 7. LEAVE OF ABSENCE**

#### **7-1 Application Procedure**

The Employer agrees that when a sixty (60) day written notice is given, a Technician in the unit who has been elected or appointed to an Association office, or as a delegate to an A.C.T activity requiring an extended leave of absence, shall be

granted upon approval, annual leave and/or leave without pay. Such leave of absence shall not exceed one (1) year for each application. The Human Resources Office will provide written notification to the Technician of approval or denial within fifteen (15) days of receipt of the written request for leave. The Technician's rights and privileges will be protected under the provisions of the applicable portions of the Federal Personnel Manual.

## **ARTICLE 8. WAGE SURVEYS**

### **8-1 General**

The Employer shall notify the Association as soon as practical when information is received that higher authority has directed the start of an official wage survey in the area. When the wage survey lead agency requests the Employer to participate in the wage survey, the Employer will notify the Association, which will nominate Association representative(s) for appointment to the wage survey data collection team. The number of personnel to be appointed to the data collection team will be determined by the lead agency. However, the Employer agrees to appoint at least one (1) representative of the Association to the team. Time needed to perform required duties will be in a duty status.

## **ARTICLE 9. BASIC WORK WEEK – HOURS OF WORK**

### **9-1 Administrative Work Week**

The administrative work week is established as Sunday through Saturday with Sunday as the first day.

### **9-2 Basic Work Week**

- A. The Adjutant General has the sole and unfettered authority to establish hours of work for the organization.
- B. The Nevada Air National Guard will work a compressed work schedule of eight ten hour days per pay period as scheduled by management. Tuesday through Friday, with Monday normally being a day off will be the basic work week.
- C. Holidays falling on a scheduled day off will be observed as scheduled by management in accordance with applicable laws and regulations.
- D. An alternate compressed work schedule may be requested by a Technician which would be Monday through Friday, working eight (8) nine (9) hour days, and one eight (8) hour day per pay period as scheduled by management. Monday through Friday workers will normally have one (1) Monday off per pay period and work eight (8) hours on the other Monday.

### **9-3 Shifts**

- A. The Employer agrees to standard shifts consisting of 8 ½ hours, 9 ½ hours, and 10 ½ hours in length with ½ hour scheduled for lunch break. Each Technician is authorized ½ hour of duty free time for a lunch break each day. Shift workers normally will be allowed their 30 minute lunch break midpoint in the shift. It is understood that events may disrupt this time, but this shall not be a continual (normal) practice. Technicians scheduled to work through their normal scheduled lunch period will have the option to reschedule the lunch period. Management will make every effort to coordinate the workload to allow the uninterrupted lunch break. If the Technician is not allowed a 30 minute lunch break, he may be released 30 minutes prior to the end of the scheduled shift.
- B. The Employer and the Association recognize that time for work site clean up and personal hygiene is appropriate during normal duty hours. If work site or personal clean up time is not available during the normal work shift, compensatory time is authorized for this purpose.

### **9-4 Established Standard Shifts**

Supervisors have the right to schedule their respective work areas as required with proper notice as stated in paragraph 9-7 and after prior notice to the Association. The Employer retains the right to establish any other shift required if mission requirements or special projects dictate a needed change, and with notification of the Association.

#### **9-5 Special Work Requests**

A Technician who requests to work a specific shift because of personal and or family problems, (i.e. to attend educational classes, child care issues, sickness in the immediate family) will be granted consideration in shift assignment.

#### **9-6 Shift Change Notification**

Technicians' schedules are set in advance over a period of not less than 1 week, unless the agency would be seriously handicapped in carrying out its functions or face substantially increased costs. Work schedules will be posted in each work area or affected Technicians will be electronically notified.

#### **9-7 Shift Reassignment**

Shift reassignments are based on mission, job requirements, and individual Technician qualifications; however, the Employer will consider the Technician's preference prior to reassigning shifts.

#### **9-8 Overtime Work**

Overtime work is only in support of the activity/base/unit missions and will normally be ordered by the supervisor or requested in advance by the employee and approved by the supervisor. Overtime work shall normally be under the following conditions:

- A. The Employer agrees to first consider volunteers for overtime. The administration of any necessary overtime work is solely a function of the Employer. Factors which may be considered include: the nature of the work, the need for special skills, the priority of productive or support effort, and the numbers of Technicians required. The Employer may also consider qualifications of Technicians in the functional area where the overtime work is required, Technicians who are currently assigned to a particular job, and outside activities of the Technician. Technicians will be selected for overtime work on a fair and equitable basis consistent with job and skill requirements.
- B. The required overtime must be approved in advance by an official authorized to approve overtime, utilizing the current form (NGB 46-14 for compensatory time or AF 428 for premium pay). This is the source document for approval of overtime and the substantiating document for entries in the civilian pay system.
- C. The period of overtime work is certified as necessary and proper in support of the National Guard.
- D. A technician will normally be given a minimum of two hours notice prior to being required to work overtime.
- E. In the event the supervisor determines overtime is necessary and proper documentation is not possible (e.g., call in on a weekend), the proper documentation shall be accomplished as soon as practical.

#### **9-9 Overtime Compensation**

- A. In the event the technician is called back after being released from his work shift, is provided less than two hours notice or is directed to work on a non-duty day, a minimum of two hours overtime will be credited to the individual, regardless if the work time is less than two hours.
- B. Compensation for overtime work shall be compensatory (comp) time or premium pay, as determined by law and approved by proper authority. Overtime pay is not authorized for National Guard Technicians. All approved overtime work shall be documented in the civilian pay system.
- C. Comp time will be given to Technicians on an equal basis for the amount of time spent by them in overtime work in excess of their scheduled tour of duty, in accordance with applicable regulations.

### **9-10 Standby**

No Standby at home in a non-pay status will be required of any Technician.

### **9-11 Rest Period**

- A. The rest period (break) for 8 and 9 hour shifts may not exceed 15 minutes during each 4 or 4 ½ hours of continuous work. The rest period will not be a continuation of the lunch period.
- B. The rest period (break) for 10 hour shifts may not exceed 20 minutes during each 5 hours of continuous work. The rest period will not be a continuation of the lunch period.

### **9-12 Premium Pay**

All shift, holiday and Sunday premium pay will be paid as authorized by law, regulation or the Federal Personnel Manual.

## **ARTICLE 10. TECHNICIAN TDY**

### **10-1 General**

Technician TDY requirements will be announced within a reasonable time as soon as information on the assignment is available. Selection of Technicians for temporary duty assignments will be based upon mission requirements. Technicians 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 ensure that problems created by TDY assignments will have a minimal impact on the morale of the individual Technician.

### **10-2 Assignment of Qualified Technicians**

Management will determine what qualifications are required based on the mission requirements of a particular TDY assignment. Qualified volunteers for a TDY will be sought first, time permitting, and given favorable consideration.

### **10-3 Status**

Leave status will be in accordance with applicable regulations and Article 11 of this agreement.

### **10-4 Travel Voucher**

The Technician will submit a travel voucher in all cases when travel is completed. The voucher will 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 on duty status. A trained individual is normally available to advise/assist the Technician with such vouchers during normal duty hours.

### **10-5 Travel Advances**

Government Travel card (GTC) holders are not authorized advances. For non-cardholders, at the Technician's request, and upon timely submission, advance per diem will normally be determined and paid.

### **10-6 Working Conditions**

The Employer agrees that every reasonable effort will be made to ensure that adequate numbers of Technicians will support each TDY to ensure the health, safety, welfare, and morale of each Technician.

### **10-7 Hours of Work While Traveling and Compensatory Time**

- A. Time spent traveling on non-scheduled workdays and after normal duty hours (but not other time in travel status) away from the permanent duty station is "hours worked". Compensable time starts when Technician departs home and ends upon arrival at the TDY lodging.

- B. When practical, travel will normally be arranged within the Technician's scheduled hours of work.

### **10-8 Prudence in Travel**

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 in travel. Technicians will be responsible for excess costs and any additional expenses incurred for personal preference or convenience.

### **10-9 Travel**

All travel on military aircraft shall be by those Technicians and persons authorized to do so under DoD directive 4515.13-R, which governs that type of travel.

### **10-10 Per Diem**

Meals and Incidentals (M&IE) Per Diem for travel or temporary duty as a Technician shall be paid at the maximum rate in accordance with the Joint Travel Regulations.

### **10-11 Special**

Any person traveling by a mode of transportation other than the authorized means shall be paid only for the constructive cost of the mode that would have been provided by the transportation office including constructive per diem for travel by that mode. When the actual Privately Owned Vehicle (POV) costs are less than the constructive costs reimbursement will be in the amount of the actual costs. All time used in excess of authorized travel time will be in an authorized leave status.

## **ARTICLE 11. LEAVE**

### **11-1 General**

NGB TPR 990-2 and TPR-630 and Nevada Military Department Regulation (NMDR) 690-630 establish the basic leave policies for Technicians of the Nevada National Guard. No changes will be made by the Employer to any provision of the regulations which affect Technicians in the bargaining unit without first consulting and negotiating with the Association. The provisions of these regulations are subject to this negotiated agreement.

### **11-2 Annual Leave**

- A. Annual leave will be administered on a uniform and equitable basis within the scope of applicable regulations.
- B. The Employer agrees to make every reasonable effort to honor the leave requests of the Technicians. The only basis for refusal of annual leave is mission accomplishment. In situations where there are more Technicians requesting leave for a particular period than can be approved due to mission requirements, the Technician(s) with the greatest amount of seniority will be given first consideration.
- C. **Unscheduled Annual Leave:** The Technician will contact the supervisor before the start of the shift. The Employer agrees to grant the request for unscheduled annual leave, if possible, after consideration of mission accomplishment. In situations where the Technician finds it impossible to contact the supervisor, a two (2) hour grace period is in effect whereby no disciplinary action may be considered unless circumstances warrant. Notification that does not meet the two (2) hour criteria will be dealt with on a case by case basis. The supervisor may request documentation to substantiate the circumstances.
- D. Annual leave may be charged to a Technician's account in thirty-minute increments.
- E. A maximum of 240 hours of accumulated leave may be carried forward to the new leave year without forfeiture. Individual requests for restoration of annual leave forfeited due to administrative error, sickness, or the exigencies of the public business may be made through supervisory channels. Such a request must be in writing and contain



evidence that the leave was scheduled in writing before the start of the third biweekly pay period prior to the end of the leave year. The request is then forwarded to the Human Resources Officer (HRO), who obtains either the approval or disapproval of the Adjutant General.

- F. Technicians who are dissatisfied with the administration of their leave may have the matter resolved under the grievance procedure established in this agreement.

### **11-3 Voluntary Leave Transfer Program**

The leave transfer program permits Technicians to donate annual leave to another Technician's leave account in the event of a medical or family emergency or other hardship situation (those situations that would likely require a Technician's absence from duty for a prolonged period of time, resulting in a substantial loss of income to the Technician because of the unavailability of paid leave). When the need arises, this program will be implemented in accordance with applicable regulations current at the time the need exists.

### **11-4 Sick Leave**

- A. Sick leave will be authorized only in bona fide cases and may be granted orally or may require acceptable evidence. It is the responsibility of the supervisor to ascertain whether absences are properly chargeable to sick leave. Medical certificates may be required for absences for short periods at frequent intervals or whenever there is a reason to believe that the sick leave privilege is being abused. In such cases, the Technician will be advised in writing that a medical certificate will be required to support any future grant of sick leave regardless of duration. The requirement will be removed when the abuse is no longer evident. The requirement will not exceed 90 days without further evaluation.
- B. Sick leave is authorized to be used for all dental, optical and doctor appointments including reasonable travel time as necessary for both local and non-local appointments. Sick leave for these purposes should be requested as far in advance as possible.
- C. Sick Leave, Family and Medical Leave will be consistent with law or government-wide regulations.

### **11-5 Compensatory Time**

- A. Compensatory time may be used for performance of inactive duty for training or active duty training instead of annual leave or leave without pay.
- B. Technicians retiring or resigning must use accrued compensatory time prior to termination. Lump sum payment for unused compensatory time is not authorized.
- C. Compensatory time will be administered between the supervisor and the individual concerned. Such time will be administered in the same manner as annual leave. Compensatory time should be taken within 26 pay periods from the pay period in which it was earned. At the end of the 26th pay period, the compensatory time will be forfeited.

### **11-6 Traumatic Injury**

Technicians are entitled to a Continuation of Pay status (COP), in accordance with Office of Personnel Management (OPM)/Federal Worker's Compensation Act, for a period not to exceed 45 days for any covered incapacitating injury resulting from a job related injury or disease or recovery period as required by a doctor. Light duty may be utilized when appropriate.

NOTE: Early filing of a workman compensation claim form (CA-1 for injury, CA-2 for illness/disease), is essential to assure full coverage for any job related injury or illness. These forms can be obtained directly from supervisors, who must be notified of Technician injuries.

### **11-7 Leave without Pay (LWOP)**

LWOP is an absence without pay upon the Technicians request and the Employer's approval. The Employer agrees to consider LWOP upon the request of the Technician for situations such as

- A. Job related training/education which would be of benefit to the agency
- B. Recovery from illness and or disability
- C. Personal/family emergencies
- D. Title 10 Tours, both voluntary and involuntary

### **11-8 Excused Absence**

An excused absence is absence from duty, administratively approved, without loss of pay and without charge to leave. This absence may be granted in limited circumstances which are directly related to the mission of the Nevada National Guard, enhance professional development, or involve activities officially sanctioned by the Nevada National Guard. Provisions of TPR 630, Chapter 12 will guide the granting of excused absence. The following are examples that may be approved:

- A. Blood Donation – Not to exceed four (4) hours per donation.
- B. Bone Marrow or Organ Donor – A technician is entitled to an excused absence for the time necessary to serve as a bone marrow or organ donor. An excused absence for bone marrow donation may not exceed seven days each calendar year. An excused absence for organ donation may not exceed 30 days each calendar year.
- C. Conferences or Conventions – Technicians attending conferences or conventions may be excused without charge to leave if it has been determined by the Adjutant General that such attendance does not fall within the Technician's duties, but will be in the best interest of the National Guard.
- D. Supervisory Discretion – Nevada National Guard Technicians may be excused without charge to leave, not to exceed one (1) hour, to prepare for Unit Training Assembly.
- E. Granting Excused Absence for Voting – Insofar as practicable, without interfering with mission requirements, Technicians who desire to vote or register in any election or in referendums on a civic matter in their community may, upon request, be excused for a reasonable time for that purpose.
- F. Civil Activities – Nevada National Guard Technicians may be excused without charge to leave, for short periods to participate in civil activities which the Federal Government is interested in encouraging.
- G. Volunteer Activity – Limited to those situations in which the Technician's absence, in the Employer's determination, is not specifically prohibited by law and satisfies one or more of the following criteria:
  - 1. absence is directly related to Employers mission;
  - 2. absence is officially sponsored or sanctioned by the Adjutant General or designee;
  - 3. absence will clearly enhance the professional development or skills of the Technician in current position;
  - 4. absence is brief and is determined to be in the interest of the Employer.

NOTE: Technicians must provide supervision an official letter of service rendered within five (5) working days. Failure to provide an official letter will result in charging the Technician's choice of Annual Leave, comp time (if available) or LWOP for time spent. These periods will be limited to no more than a combined total of three (3) workdays during a calendar year.

- H. Medical examinations or administrative proceedings to determine military medical qualification or disability of a dual status technician, to include required dental exams.

### **11-9 Military Leave**

Military leave is a special form of administrative leave granted to Technicians for the purpose of performing military duty/training on an annual basis. The Employer agrees that no Technician may be required to use military leave prior to use of other appropriate leave. Technicians are provided the option of using other available leave first or commingling types of leave. It is recognized that the Technician may carry-over a maximum of 120 hours of unused military leave from one fiscal year to the next. Technicians have the potential of a maximum total of 240 hours military leave for use during a fiscal year.

### **11-10 Court Leave**

Court leave is leave with pay for a period of time a Technician spends in court for duty as a juror or a witness of for attending judicial proceedings. Court leave will be extended to a Technician when he is summoned to appear in official or unofficial status as a witness in judicial proceeding on behalf of a state or local government or when he is required to perform jury duty in a federal, state, or municipal court. Any payments received by Technicians for witness appearance or jury duty, shall be in accordance with 5 U.S.C. §6322, 5537, 5515 turned over to finance for reimbursement. Payments received as reimbursement, such as per diem or mileage, will be retained by the member and not turned over to Finance.

## **ARTICLE 12. HEALTH, SAFETY AND WELFARE**

### **12-1 General**

It is acknowledged that certain tasks performed involve a degree of hazard. Management's intent is to provide the necessary briefings, instructions, training, or schooling, and ensure all available safety precautions and devices have been incorporated.

### **12-2 Environmental, Safety and Occupational Health Council**

Environmental, Safety and Occupational Health Council within the Nevada Air National Guard will be established in accordance with applicable regulations and directives. Appropriate Association representation is assured on this Council. The Association will be notified of the Council agenda items that deal with employee-oriented OSHA matters or Association submitted Hazard Reports.

### **12-3 Workers' Compensation**

Technicians shall immediately report job related injuries or illness to their supervisor. The supervisor, with the employee, shall ensure proper procedures are followed and that all necessary documents are completed. If the Technician is incapacitated, this action may be taken by someone acting on the Technician's behalf, including a family member, Association official, representative, or agency official. Local processing of workers' compensation claims will be coordinated with the Human Resources Office (HRO). In all situations involving federal workers' compensation, the HRO is available to assist the Technician and, if necessary, ensure all required procedures are accomplished. In the event of a workers' compensation claim, the Employer will advise the Technician as to their entitlements and obligations under the Federal Employees' Compensation Act.

### **12-4 Extreme Environmental Conditions**

When environmental conditions become a safety concern continuance of work will be evaluated by concerned parties.

- A. Extreme Cold: the Employer and the Association mutually recognize the hazards of working in extremely cold temperatures, while at the same time, acknowledge the necessity for accomplishing certain tasks to varying extents even in the most extreme temperatures. It is acknowledged that it is the responsibility of each Technician to ensure the adequacy of cold weather gear worn and to make full and proper use of all such protective equipment prior to venturing out into extreme temperatures. Authorized foul/cold weather protective gear will be furnished by the Employer at no cost to the Technician.
  1. The Employer acknowledges that there are certain cold factors beyond which Technicians are incapable of performing sustained work.

2. It is realized that tolerance between individuals differ and that the type of outside work being accomplished affects the body heat generated by a worker therefore common sense must be applied.
  3. The official temperature and wind velocity will be obtained from the appropriate FAA facility or National Weather Office.
- B. Extreme Heat: Heat stress work/rest cycle guidance may be found in AFPAM 10-2602/AFP 48-1. It is acknowledged that it is the responsibility of the Employer to ensure that adequate supplies of potable water are available for drinking and appropriate hot weather protective equipment (i.e. boonie hats, protective sun screen, and gloves) are issued to the Technicians requiring this equipment. It is the responsibility of the Technician to ensure adequate protective measures are followed.

### **12-5 Occupational Health Surveillance Program**

- A. The Employer agrees to maintain an Occupational Health Surveillance Program in accordance with directives and regulations and agrees to maintain an Aerospace Medicine Council for the express purpose of monitoring the health of Technicians whose occupation exposes them to toxic agents and/or other cumulative hazardous working conditions. The Association will be notified and offered representation at council meetings.

### **12-6 TDY Safety**

When Technicians are sent, in Technician status, to repair an aircraft or other equipment away from home station, the Employer when requested by the Association will discuss the method, means, and number of personnel to accomplish the repair in an expeditious and safe manner.

### **12-7 Hazardous Material Communication Training Program**

- A. Hazardous material information and training will be made available in accordance with current DoD directives and OSHA standards.
- B. All personnel may receive the training required by the directives and standards detailing the hazards associated with chemicals used in their respective shops. Technicians who handle, use, or are potentially exposed to hazardous materials into the course of official duties, may receive training on the specific hazards in their work area. This training may be conducted upon initial work area assignment and whenever a new hazard is identified or introduced into a work area. This initial training may occur before Technicians are exposed to hazardous materials.
- C. All training will be appropriately documented.
- D. Material Safety Data Sheets (MSDS) will be available to all personnel, and the MSDS's will be on file in a known location and accessible to all.

### **12-8 Hazard Reporting**

- A. A hazard may be reported by any person and may be submitted on any event or condition that affects safety.
- B. Reportable hazards include, but are not limited to unsafe procedures, practices, or conditions in the following areas:
  1. Ground operation and maintenance of aircraft.
  2. Operation and maintenance of facilities.
  3. Training and education programs.
  4. Work environment.

- C. Hazards should be reported to responsible supervisors so action can be taken. Oral reports for imminent danger situations are mandatory. In such situations the Safety Office will be immediately notified. If the hazard is eliminated on the spot, no further action is required. If the hazard is not or cannot be corrected within the work center the appropriate hazard report will be prepared and given to the section supervisor. Hazard Reports may be submitted anonymously, directly to the Safety Office.

NOTE: Applicable Safety Regulations are on file in the Safety Office and are available to all Technicians.

- D. The term “imminent danger” means any condition or practice in any work place which could reasonably be expected to cause death or serious physical harm (a risk of injury of any sort is not sufficient) immediately or before there is sufficient time for imminence of such danger to be eliminated through normal procedures.
  - 1. In the case of an imminent danger situation, Technicians shall make reports by the most expeditious means available.
  - 2. The Technician has the right to decline to perform assigned tasks because of a reasonable belief that under the circumstance the tasks pose an imminent risk of death or serious bodily harm coupled with a reasonable belief that there is insufficient time to effectively seek corrective action through normal hazard reporting and abatement procedures. In these instances, the Technician must report the situation to his supervisor or the next immediately available higher level supervisor.
  - 3. If the supervisor believes the condition or corrected condition does pose an immediate danger, then Management shall request an inspection by the Safety Office as well as contact the Association who shall be afforded the opportunity to be present at the time the inspection is made.
  - 4. Should the Safety Office decide the condition does not pose an immediate danger and the originator is not satisfied, the Technician may appeal using applicable directives or regulations, or file a grievance.

#### **12-9 Protective Clothing, Equipment and Military Uniforms**

- A. In accordance with applicable regulations and directives, the Employer will furnish, at no cost to the Technician, safety eye glasses to include either clear or tinted prescription lenses. The Technician will furnish a current eye glass prescription and new prescriptions as their vision changes. All issued safety glasses broken on the job will be replaced at no cost to the Technician.
- B. All protective clothing and equipment authorized in accordance with applicable directives and regulations will be provided by the Employer.
- C. Protective clothing and equipment issued under the provisions of this paragraph will be exchanged when this equipment and clothing is unserviceable or worn out.
- D. Coveralls: The Employer agrees to provide an adequate supply of work coveralls to each shop/work center which requires wear as protective clothing. The features of the coverall provided will not be baggy or loose fitting and will conform to AFOSH standards. Laundry of the coveralls will be provided by the Employer.
- E. Military Uniforms:
  - 1. The Employer will provide an additional utility uniform above military authorization for bargaining unit Technicians required to wear the utility uniform during the performance of their normal Technician duties. For other bargaining unit members whose duty uniform is Class B, two (2) additional uniforms for formal duties will be authorized above military authorization.
  - 2. The Employer agrees to allow and provide for the direct exchange of worn or unserviceable uniforms.
  - 3. The Employer will provide accouterments and the attachment of required items to the uniform.

## **12-10 Federal Employee Identification Cards**

The Employer agrees to issue Federal Employee Identification Cards to all bargaining unit members that request them.

## **ARTICLE 13. ENVIRONMENTAL DIFFERENTIAL PAY (EDP)/HAZARDOUS DUTY PAY (HDP) COMMITTEES**

### **13-1 EDP Requests**

Environmental differential pay requests will be handled in an expedient manner in accordance with NMDR (AF) 40-532.

### **13-2 EDP in Effect**

All differentials presently paid will remain in effect until the hazard has been eliminated or no longer qualifies for EDP/HDP as determined by the EDP/HDP committee. The EDP/HDP committee will include a representative from the Association.

## **ARTICLE 14. RADIOS IN WORK AREAS**

### **14-1 General**

The Employer agrees to allow the playing of a radio in work areas, i.e., shops, warehouse, and offices, with discretion, as long as it is played in such a manner as not to disturb work or cause a noise disturbance.

## **ARTICLE 15. EQUAL EMPLOYMENT OPPORTUNITY PROGRAM**

### **15-1 Policy**

The Nevada National Guard Technician Equal Employment Opportunity Affirmative Action Plan reflects the requirements of national policy and federal law. It assures equal employment, development, promotion and treatment of the National Guard Technicians. The Employer and the Association agree to cooperate in providing equal employment opportunity for all qualified applicants and Technicians and to prohibit discrimination because of age, race, color, religion, sex, national origin, or handicap. Both parties agree to promote and support all programs for equal employment opportunity through a positive and continuing effort.

### **15-2 EEO Complaint Procedures**

Any Technician who believes that he has been discriminated against in any manner because of race, color, religion, sex, age, national origin, or handicap may file a grievance under the negotiated grievance procedure or file an EEO complaint through the statutory procedures.

## **ARTICLE 16. EMPLOYEE PROGRAMS**

### **16-1 General**

The parties recognize the importance of programs established for the welfare of employees. The Employer and the Association agree to encourage employee participation in appropriate programs.

### **16-2 Objectives**

The objective of the Employee Assistance Program (EAP) is to identify and assist employees with behavioral or personal problems which impact upon work performance or disrupt interpersonal relations with other employees in the immediate work environment.

### **16-3 Applicable Directives**

The following regulation provides guidance for the programs. This plan will be the sole criteria to be used in all employee assistance actions NMDR 690-792, Employee Assistance Program. Office of Primary Responsibility is the HRO.

## **ARTICLE 17. DISCIPLINE**

### **17-1 General**

- A. This article applies to matters of conduct only. Actions that relate to job performance will be accomplished in accordance with the established performance appraisal system and any contract modifications. It is acknowledged that in some cases, disciplinary actions are necessary; however, they should always be of a constructive nature and seldom punitive. Disciplinary and adverse actions are governed by this agreement and TPR-752.
- B. Disciplinary action will be administered for the sole purpose of correcting offending Technicians and problem situations and maintaining discipline and morale among other Technicians. A supervisor should consider a closer degree of individual supervision, counseling and/or warnings to effect corrective action prior to undertaking a disciplinary action.
  - 1. Although non-disciplinary, counseling will be entered on the NGB form 904-1 or automated supervisors brief as a tool for improvement. The entry will remain until the supervisor determines it is no longer required or relevant to a continuing or recurring problem. It is recommended that counseling be maintained for six (6) to twelve (12) months. Unless there are recurring problems, the annotation will be removed after twelve (12) months by lining through the entry with an initial and date.
  - 2. Although warnings are non-disciplinary they are more serious than counseling, and will be documented on the NGB form 904-1 or automated supervisors brief until the supervisor determines it is no longer required or relevant to a continuing or recurring problem. As they inform the Technician that disciplinary or adverse action may result if the problem is not corrected, it is recommended that warnings be maintained for six (6) to twelve (12) months. Unless there are recurring problems, the annotation will be removed after twelve (12) months by lining through the entry with an initial and date.
- C. In order to be effective, constructive discipline must be timely. Disciplinary action must be initiated within a reasonable period of time after the offense becomes known to the individual supervisor.
- D. The Employer will notify Technicians initially on employment and annually thereafter of their right to Association representation.
- E. In order to protect the confidentiality of the records (NGB form 904-1), and to preserve the privacy of the individual, records will be maintained at the lowest level of supervision excluded from the bargaining unit and access will be limited to the Employer and individuals to whom the Technician has given written permission.

### **17-2 Disciplinary Action**

- A. Disciplinary action consists of oral admonishments and written reprimands.
- B. Before disciplining a Technician, a supervisor must ensure that all relevant facts are raised, especially if there had been no previous counselings or warnings. This is best done by first discussing the facts with the Technician and allowing for the Technician's input and explanation. The supervisor takes whatever time is required to decide if disciplinary action is appropriate. If not warranted, the supervisor informs the Technician the issue has been resolved without the need for disciplinary action.
  - 1. An Oral Admonishment:
    - a. is a disciplinary warning that notifies a Technician to stop a certain course of action. This should take place as quickly as possible, in as private an environment as possible, and in the form of appropriate feedback necessary to correct the Technician. The Technician may have an Association representative present if so desired.

- b. oral admonishment will be documented on the NGB form 904-1 or automated supervisors brief until the supervisor determines it is no longer required or relevant to a continuing or recurring problem. Unless there are recurring problems, the annotation will be removed after twelve (12) months by lining through the entry with an initial and date.

2. A Letter of Reprimand:

- a. is a disciplinary action that makes the Technician aware of a violation (e.g., improper conduct, violation of agency rules, etc.). It is normally issued when counseling has not proven effective or the misconduct warrants disciplinary action. It can also be used when the nature of the violation warrants more than counseling, warning, or an oral admonishment, but does not warrant adverse action.
- b. the letter of reprimand is normally issued by the supervisor, but may be issued by any higher-level supervisor (in the chain of command) with a copy furnished to the first level supervisor. If warranted, the Technician is informed as soon as possible that a reprimand will be issued. A letter of reprimand must, as a minimum, include:
  - (1) a description of the violation in sufficient detail to enable the Technician to understand why the reprimand is being given. If the violation relates to a continuing problem, the supervisor should include a summary of past violations and the attempts made by management to correct those violations.
  - (2) a notice to the Technician that the reprimand will remain in effect in the Official Personnel Folder (OPF) for a period of twelve (12) to thirty-six (36) months. The written reprimand must include the length of time the document will remain in effect. Include a warning that further offenses could result in suspension, reduction in grade, or removal.
  - (3) a notice to the Technician, that the reprimand may be grieved through the negotiated grievance system.
- c. a letter of reprimand must be cleared for procedural accuracy by the HRO before issuance.
- d. a letter of reprimand will be documented on the NGB form 904-1 or automated supervisors brief until the supervisor determines it is no longer required or relevant to a continuing or recurring problem. Unless there are recurring problems, the annotation will be removed after twelve (12) to thirty-six (36) months by lining through the entry with an initial and date. Once a letter of reprimand is removed from the OPF, it is as if it never happened and may not be referenced as past discipline.

### 17-3 Adverse Action

- A. The three types of adverse action which may be taken against a Technician are suspension, reduction in grade, and removal.
  - 1. The reason for taking adverse action is commonly referred to as a “cause” and is defined as “an offense against the employer-employee relationship.” What constitutes a “cause” is a decision that is made on the merits of each situation.
  - 2. Management has a responsibility when contemplating adverse action to consider any mitigating or aggravating factors regarding penalty selection. For example, the Technician’s length of service, prior offenses of record and seriousness of the offense. Refer to the table of penalties in Appendix D of TPR 752 for common factors to consider.
  - 3. When a “cause” involves off-duty misconduct, management must establish a relationship or connection between the misconduct and the efficiency of the service (i.e., the employee’s ability to perform the duties of the job and/or the agency’s to fulfill its mission). Off-duty misconduct that brings or could bring discredit to the Nevada National Guard or impedes the accomplishment of the Nevada National Guard mission is considered “cause” and may warrant adverse action.



- B. Adverse actions will not be initiated by any supervisor without consulting with the Human Resources Office (HRO). The following, as required by TPR 752, will be the sequence of events for an adverse action:
1. Proposed Adverse Action Notice:
    - a. The adverse action process begins with a Technician's supervisor and the HRO representative reviewing the information gathered about the reasons for the proposed action.
    - b. Management has the obligation to conduct the investigation to obtain all relevant facts in proposing an adverse action. Procedures contained in AFI 90-301 can be used as framework for conducting investigations.
    - c. The proposed adverse action must include all the charges, plus all the reasons and advises the Technician what type of adverse action is being proposed (suspension, reduction in grade, and/or removal).
    - d. Technicians will be given at least a 30 day calendar notice of proposed adverse action, signed by the individual proposing the action.
  2. A Technician's Reply:
    - a. The proposal advises the Technician of his/her right to reply, whom to reply to, the time limits involved, and how to request extension of time.
    - b. The Technician has the right to present any defense in the best way possible.
  3. The Decision:
    - a. The Technician has the right to expect the third party hearing the facts (i.e., deciding official, NGB Hearing Examiner, or the TAG) to seriously consider the reply. The third party hearing the facts will consider the Technician's reply, weigh it against the charges, and make a decision that upholds the proposal, mitigates the penalty in whole or in part or absolves the entire action. An action more severe than the proposed action should not be taken.
    - b. The Technician will be given a Notice of Original Decision letter, signed by the Deciding Official, explaining what action has been decided upon. It should be given as soon as possible (normally within 15 work days) after receipt of the reply or after the reply period has ended.
    - c. The deciding official may uphold the proposed action, change the proposed action to a less severe penalty, or overturn/reject the proposed action. An action more severe than originally proposed by the proposing official should not be taken by the deciding official.
  4. The Appeal Rights:
    - a. Upon receipt of the decision the Technician has 20 calendar days to file for one of the following; an appellate review by the Adjutant General, an Administrative Hearing conducted by a National Guard hearing examiner, or for advisory arbitration conducted under the provisions of Article 18-13, of this agreement.
    - b. Technicians requesting an appeal shall state their dissatisfaction and include with the appeal any proof or other supportive documents. The appeal letter will also include whether or not the individual requests representation.
    - c. If the Technician requests a hearing, the HRO will submit a written request to NGB-HR for a list of examiners. In turn, NGB-HR will provide a list of hearing examiners from which the Adjutant General may make a selection. A letter will be sent advising the appellant of the name of the hearing examiner. The hearing will be before the selected hearing examiner who will provide a recommendation to the

Adjutant General. The Adjutant General will consider the recommendation in making the final decision. The hearing examiner's per-diem and travel expenses will be paid by the Employer.

- d. If an arbitrator is requested, his/her decision is considered to be completely advisory in nature and in no way binding on the Employer. The Adjutant General will consider the arbitrator's findings in making a final decision.
  - e. A suspension or change to lower grade will be carried out if there is no appeal to the action or the appeal procedure has been exhausted and the action is upheld in accordance with 32 USC §709.
  - f. Regardless of the method selected, a final decision on the appeal is issued by the TAG.
5. The Final Decision:
- a. The TAG is the final authority for the decision.

#### **17-4 Representation**

- A. A supervisor who is conducting an investigatory interview will notify the Technician that the interview may lead to disciplinary and/or adverse action and that the Technician has the right to remain silent and refuse to give a written statement until a representative is present, or representation has been declined in accordance with the following paragraph.
- B. Investigatory interview or discussion that may lead to disciplinary actions; the supervisor will notify the Technician of the right to Association representation. If the Technician accepts representation, no further questioning will take place until the representative is present. If the Technician chooses not to have representation a written waiver must be signed by the Technician. The Association will be served a copy of this waiver. In the event the Technician does waive his/her right to representation, the Association reserves the right to be present as an observer during the proceedings.
- C. An investigatory interview will, if representation is requested, be delayed for a reasonable amount of time until the Technician's representative can be present.

#### **17-5 Records**

- A. In any disciplinary action, an employee will, upon written request be furnished a copy of all written documents in the Employer's files which contain evidence used by the Employer to support the disciplinary action, consistent with the Freedom of Information Act (FOIA).
- B. No written entry will be made in a Technician file concerning disciplinary matters without the knowledge of the Technician. The Technician may initial the entry if desired. The Technician's initials acknowledge that the Technician KNOWS that an entry was made, but in no way will initialing the entry be considered as an agreement with the entry or as an admission of guilt.

### **ARTICLE 18. GRIEVANCE AND ARBITRATION PROCEDURES**

#### **18-1 General**

Technicians within the bargaining unit are required to use this grievance procedure as the means of resolving all complaints covered by this article. The Technician retains the right to request Association representation in the grievance procedure or to decline such representation. If the Technician chooses not to have representation, that waiver must be in writing. The Association will be served a copy of this waiver. However, the Association will be given the opportunity to have a representative present during all grievance proceedings to ensure adjustments of the grievance are not inconsistent with the terms of the agreement. Either party may seek interpretation of meaning or intent of the agreement from representatives of the negotiating teams.

## **18-2 Grievance Definition**

A grievance is:

- A. any complaint by any Technician concerning any matter relating to the employment of the Technician.
- B. any complaint by the Association concerning any matter relating to the employment of any Technician.
- C. any complaint by any Technician, the Association, or Employer concerning:
  - 1. the effect of 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 conditions of employment.

## **18-3 Employee Rights**

All Technicians have the right to present their grievances to appropriate management officials for prompt consideration. This procedure provides a means for the prompt and orderly consideration and resolution of Technician or Association grievances. In exercising this right, the Technician(s) and the representative will be free from restraint, coercion, discrimination, or reprisal.

## **18-4 Grievance File**

A grievance file will be maintained by the Human Resources Office (HRO).

## **18-5 Exclusive Procedure**

The Employer and the Association agree that the negotiated procedure is the exclusive procedure available to the Association and the Technician(s) in the bargaining unit for processing of any grievance.

## **18-6 Presenting Grievance**

- A. A grievance must be presented using the grievance form which is included as Appendix A to this agreement.
- B. The Association has the right on its own behalf, or on behalf of the bargaining unit Technician, to present and process grievances.
- C. If a Technician or group of Technicians elects to present their grievances without the assistance of the Association, resolution of the grievance may not be inconsistent with the provisions of this agreement.
- D. The HRO will notify the Association of grievance proceedings and inform them of the time and place of such proceedings. The point of contact will be a chapter officer or steward.

## **18-7 Official Time**

Refer to Article 5, Official Time for Exclusive Representatives.

## **18-8 Right to Information**

Upon request and subject to statute, rule or regulation the Employer will supply the Association with any investigation reports and/or documents used in the original action when denying a grievance.

## **18-9 Representation**

The Association is assured the right to represent itself and/or each and any Technician in the bargaining unit in the presentation and processing of any grievance.

### **18-10 Exclusions**

Matters excluded from the negotiated grievance procedures are:

- A. Any claimed violation relating to prohibited political activities (Hatch Act Violations).
- B. Retirement, life insurance, or health insurance.
- C. A suspension or removal for national security reasons.
- D. Any examination, certification, or appointment.
- E. The classification of any position which does not result in the reduction in grade or pay of an employee.

### **18-11 Technician Grievance**

- A. It is agreed that problems may be settled informally before becoming formal. At this informal stage, the Technician and the representative will meet with the supervisor/manager concerned and an attempt will be made to resolve the issue(s) that caused the grievance. This step is encouraged by both the Employer and the Association. A technician grievance will be presented not later than 30 calendar days after the grievance took place or the individual becomes aware of the event that constitutes the grievance, whichever is later. Every effort will be made to resolve the grievance informally; however, if the grievance cannot be informally resolved successfully then the member will have up to 15 calendar days to file a formal grievance after official notification by Management that the informal grievance process has terminated.
- B. If a settlement cannot verbally be agreed to, the following procedure will be utilized:
  - Step 1 The grievance will be prepared in writing, utilizing Appendix A. The grievance will be presented to the appropriate Director, who will discuss it with the grievant at the time of presentation. If no resolution is reached the Director will provide a determination of settlement, in writing, to the grievant, HRO and the Association within ten working days.
  - Step 2 If the Association or grievant is still dissatisfied after receiving the decision at Step 1, they may submit a written request for further review by the Wing Commander or equivalent within five working days. The Wing Commander or equivalent will render a decision, in writing, to the grievant, HRO and the Association within five working days.
  - Step 3 If the Association or grievant is still dissatisfied with settlement offered at Step 2, they may submit a written request for further review by the Adjutant General within 15 working days. A decision, in writing, will be rendered within 15 working days to the grievant, HRO and the Association.
  - Step 4 If the Association is still dissatisfied with settlement offered at Step 3, they may go to arbitration procedures outlined in Article 18-13.

### **18-12 Association and Employer Grievances**

If either the Association or the Employer has a grievance, the following procedures will be used:

- A. Association grievances are submitted in writing by the Chapter President to the HRO within 180 calendar days of the occurrence of the incident or action with which the Association has become aware of causing dissatisfaction. The chapter President and the HRO will meet within five working days after receipt of the grievance to discuss it. The HRO shall give the Chapter President his written decision within 10 working days after the meeting. Nothing herein will preclude either party from attempting to settle such grievances informally at this level.

- B. If the Association is dissatisfied with the decision of the HRO, an appeal will be forwarded to TAG within 15 working days. The Association will be provided a decision within 15 working days. If TAG does not sustain the grievance, a reason, in writing, will be forwarded to the Association.
- C. Employer grievances are submitted in writing by the HRO to the Chapter President within 180 calendar days of the occurrence of the incident or action causing dissatisfaction. The Chapter President and the HRO will meet within five working days after receipt of the grievance to discuss it. The Chapter President shall give the HRO his written decision within ten working days after the meeting. (Nothing herein will preclude either party from attempting to settle such grievances informally at this level.)
- D. If the grievance presented by either party is not resolved utilizing “A” or “C” above, then the grievant will notify the other party of intent to seek arbitration.

### **18-13 Arbitration Procedures**

- A. Only the Association or the Employer may invoke the provisions of this section.
- B. Actions covered by 32 USC 709(f) and the TPR 752 appeals procedure cannot be arbitrated.
- C. If either party questions the arbitration of a matter because of alleged conflicts with applicable existing law or circumstances, the arbitrator will simultaneously hear the question of arbitration and the merits of the case. The arbitrator will then rule on the question of arbitration and when applicable, the subsequent questions on the merits of the case.
- D. Arbitrator Selection: When arbitration is invoked, the party invoking arbitration may request a list of seven arbitrators from the Federal Mediation and Conciliation Service (FMCS) and concurrently inform the other party of its intent. Within seven working days of receiving the list both parties shall meet to select an arbitrator. If agreement cannot be reached regarding the selection of an arbitrator, then the parties will alternately strike the names from the list until only one name remains. The individual’s name remaining will be selected. If either party fails to participate in the selection process the arbitration action will proceed with the requesting party accomplishing the selection. The parties agree that if the selected arbitrator is unavailable to hear the grievance within 30 days the parties may select a new arbitrator using the above procedures. If either party fails to participate in the selection process, the arbitration action will proceed with the requesting party accomplishing the selection.
- E. Arbitration Expenses: Expenses incurred for the arbitrator will be shared equally by the Employer and the Association.
- F. Date and location: The arbitration hearing shall be held on a date and location mutually agreed upon by the parties.

### **18-14 FLRA Exceptions**

The parties understand the Federal Labor Relations Authority has promulgated regulations providing for filing of exceptions to an arbitrator’s award. The period for filing of exceptions is no later than 30 days after receipt of an award. It is understood that if no exceptions to an award are filed during this 30 day period the award shall be final and binding effective on the 31st day.

### **18-15 Compliance**

Certificate of compliance with the decision of the arbitrator, to include corrective action taken, where appropriate, shall be provided to the other party as soon as practical.

## **ARTICLE 19. MERIT PROMOTION AND INTERNAL PLACEMENT**

### **19-1 Purpose**

To provide upward mobility for bargaining unit Technicians by giving full consideration to the on-board Technician force. To provide procedures that will ensure that each Technician receives full consideration for all bargaining unit position vacancies for which they qualify and apply. Each individual involved in the selection process has a special responsibility for seeing that violations do not occur.

### **19-2 Objectives**

- A. This article will be used for filling unit vacancies that management elects to fill in the excepted and competitive services of the Nevada Air National Guard and will be used for all promotions and competitive reassignments.
- B. To present for management's consideration qualified applicants.
- C. To give Technicians an opportunity to receive fair and appropriate consideration for higher level jobs.
- D. To ensure maximum utilization of Technicians.
- E. To provide an incentive for Technicians to improve their performance and develop knowledge, skills, and abilities.

### **19-3 Definitions**

- A. Promotion means a change of an employee, while serving continuously within the same agency:
  - 1. To a higher grade when both the old and the new positions are under the General Schedule or under the same type graded wage schedule; or
  - 2. To a position with a higher rate of pay when both the old and the new positions are under the same type ungraded wage schedule, or are in different pay method categories.
- B. Internal Placement: Changing of a Technician from one position 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.
- C. Selecting Official: As designated on the vacancy announcement.
- D. Selection Board: Appointed by Selecting Official and comprised of three members: Selecting Official, Subject Matter Expert and Disinterested Third Party. At least one member must be senior in military rank and civilian grade to the applicants. The other members must be greater or equal in military rank and civilian grade.

### **19-4 Employee Responsibilities**

Technicians are responsible for familiarizing themselves with the provisions of this article and assuring that resumes are accurate and complete in relation to the present duties being accomplished and their knowledge and experience in correlation to the duties of the position being applied for.

### **19-5 Exceptions to Competitive Procedures**

- A. Promotion due to the issuance of new classification standards, or the correction of a classification error.
- B. Promotion resulting from a Technician's position being reclassified at a higher grade because of additional duties and responsibilities.
- C. Placement of over-graded Technicians entitled to grade retention as a result of a Reduction-In-Force (RIF) or reclassification.
- D. Promotion when competition was held earlier (i.e., position was advertised with known promotion potential).

- E. Re-promotion to a higher grade, an intervening grade, or position from which a Technician was demoted without personal cause and not at his or her request.
- F. Position change required by RIF regulations.
- G. Position change to a position having no higher promotion potential.
- H. Temporary promotion of 120 days or less within a twelve (12) month period.
- I. Detail for less than 120 days to a higher graded position or to a position with known promotion potential within a twelve (12) month period.
- J. Selection of a Technician from the Reemployment Priority List for a position at the same or lower grade than the one last held.
- K. Trainees being promoted to the full grade of the position of which originally competed for upon completion of an approved Individual Development Plan (IDP) on record in HRO and all qualifications are met. Placement of a prior permanent Technician (DS and NDS) who, during a Reduction-In-Force:
  - 1. Was in tenure 1 at the time of separation may be reemployed to a position at the same or lower grade as the position from which separated.
  - 2. Was in tenure 2 may be reemployed without competition within 3 years of separation to a position at the same or lower grade as the position from which separated.
- L. Temporary promotions and details to higher graded positions for up to 179 days when undergoing a major Reduction-In-Force or closing an activity. This authority may be used only within 2 years of the effective date of RIF or closure.

#### **19-6 Temporary Positions**

- A. Temporary appointments with definite time limitations will not normally be announced and filled using the procedures within this article.
- B. Indefinite appointments without time limitations will normally be announced and filled using the procedures within this article.

NOTE: Any Technician employed without competition will not be considered as an Area 1 candidate for Area 1 job announcements. See section 19-9.

#### **19-7 Vacancy Announcements**

Each vacancy announcement will, as a minimum, contain the following information:

- A. Title, series, grade, and salary range of the position.
- B. Type of appointment – competitive or excepted.
- C. Military Requirements – (Officer and Enlisted) and compatibility requirements. Applicants do not have to be assigned to the position or possess the AFSC to apply or be considered for selection.
- D. Summary of duties and minimum qualification, general and specialized experience requirements.
- E. Organizational and geographical location of the position.
- F. Information regarding known promotion potential, if any.

- G. Opening and closing dates and how to apply.
- H. Equal employment opportunity statement.
- I. Whether trainees will be accepted.
- J. The Knowledge, Skills and Abilities (KSA's) by which applicants will be reviewed and rated for the open position.
- K. Area of consideration.
- L. Selective Service registration statement.
- M. Selective Placement Factors: Any special job requirements, i.e., security clearance, driver's license.
- N. Instructions for applying

**19-8 Establishment of KSA Factors**

The Knowledge, Skills, and Ability factors (KSA's) required for the position to be filled will be prepared by the Employer prior to the advertisement of the position. The HRO may consult with appropriate parties (including management, technical experts, and Union Officials) regarding the determination of the KSA factors.

**19-9 Vacancy Postings**

Technician vacancy announcements are open for a minimum of fifteen (15) calendar days. Selecting officials may recommend a longer open period to ensure that all interested persons are aware of the vacancy.

- A. All advertised technician announcements will be posted for download from the websites in use, currently [www.usajobs.gov](http://www.usajobs.gov).
- B. Selecting officials are responsible for electronic notification to all NVANG members of vacancy posting to the website in use and are encouraged to post copies of technician announcements in an area that is accessible to all members of the Nevada Air National Guard.
- C. A copy will be provided via email, to the Labor Organization.
- D. It is in the best interest of the Employer and potential candidates that job postings are announced widely and in a timely manner, thus, HRO and the Employer shall make every effort to have the posting announcement emailed to a distribution group that includes all bargaining unit technicians, on the date of posting.

**19-10 Areas of Consideration**

The intent of this paragraph is not to preclude management from soliciting or considering other applicants or expanding the area of consideration. However, it is the intent of this paragraph that, for vacant bargaining unit positions where there are bargaining unit applicants, the initial area of consideration will be all Excepted Technicians in the bargaining unit. If an announcement includes an area of consideration outside the bargaining unit, non-bargaining unit candidates will not be submitted to the selecting official until all qualified bargaining unit candidates have been given first consideration.

The areas of consideration for each specific position vacancy announcement will be in the following manner and sequence:

- A. Excepted Positions:
  - 1. Area 1 – All accepted bargaining unit Technicians in the Nevada Air National Guard.
  - 2. Area 2 – All members of the Nevada Air National Guard and/or those eligible for membership in the Nevada Air National Guard.



- B. Competitive Positions: (The DoD Stopper List will be cleared prior to any placement of competitive employees.)
  - 1. Area 1 – All competitive bargaining unit Technicians of the Nevada Air National Guard.
  - 2. Area 2 – Applicants with Career/Career Conditional Status and/or U.S. citizens.

### **19-11 Application Procedures**

- A. The applicant’s resume or any format/form of application is the basic document used to determine an individual’s qualifications for a position. Therefore, it must reflect the applicant’s current and past employment data, as well as military duty assignments, qualifications, and training applicable to the position applying for. Applicants must specifically address the basic eligibility factors (which include general and specialized experience) and the KSA factors as stated on the vacancy announcement. Complete and accurate data is essential to ensure fair evaluation of candidates. The resume or application form must include the information, and follow the guidance outlined in the vacancy announcement.
- B. Applications will be submitted following the established application procedures on the vacancy announcement. Applicants are responsible for the accuracy and completeness of their application.

### **19-12 Time limits**

The selection board process will normally be concluded within 45 calendar days after the vacancy announcement closing date.

### **19-13 Processing Applications**

Only applications that are received IAW the instructions posted on the vacancy announcement will be considered. The HRO will evaluate the application to determine that the applicant meets the basic and/or specialized qualifications of the advertised position.

### **19-14 Selection Board**

Following the determination of basic eligibility and evaluation of each candidate’s minimum and/or specialized qualifications, the Personnel Staffing Specialist will:

- A. Refer qualified applicants IAW the established Area of Consideration for Non-Bargaining or Bargaining unit positions, whichever applies. Positions covered by the Labor Organization Area One must be submitted to the selecting official for priority consideration.
- B. Refer qualified candidates along with their applications and supporting documents to the selecting official. The selecting official will appoint an evaluation panel for the purpose of determining the “best suited applicants” for the position to be filled.
- C. The evaluation panel will consist of a minimum of three (3) members with a diverse make-up (gender and/or race and/or ethnic origin) to include the selecting official, a subject matter expert (SME) with technical expertise in the career field in which to vacancy exists, and a disinterested party selected from outside the affected section. It is permissible to appoint a member from another Branch or other diverse representation to include drill status members, bargaining unit members (not to include a member representing the association).
- D. When the position is advertised at multiple grades, a separate qualified applicants list will be issued for each advertised grade. Applicants will be rated and referred for all grades up to the highest advertised grade level he/she qualify for, unless the application indicates availability at a certain grade or at the full performance level only.
- E. Notify, in writing, applicants who were rated as unqualified.

### **19-15 Action by the Selecting Official**

Upon receipt of the qualified applications, the Selecting Official will establish a selection panel IAW Article 19-14 C. Selecting Officials have the right to select or not select any of the applicants referred to them. This action is included with the normal 45 day period reserved for the selection process. (See Article 19-11) Selecting Officials will proceed as follows:

- A. Convene the Selection Board to provide a fair and impartial review and rating of each application IAW HRO instructions.
- B. The Selecting Official may limit the interviews to only the top six (6) ranked applicants; however, if three (3) or less applications are received, the Selecting Official may select an applicant without an interview after completing the rating process. The selecting official may also choose to interview applicants even when three (3) or fewer applications are received.
- C. Convene the Selection Board to provide a fair and impartial interview of each applicant or six (6) top ranked applicants in accordance with 19-15 A. If personal interviews are not possible, telephone interviews will be conducted. The same questions (in the same order) must be asked of each applicant being interviewed. Follow on questions not asked of every candidate may only be used if necessary to obtain a complete and meaningful response.
- D. After the selection board has reviewed, rated, and interviewed Area 1 referred applicants, the selecting official may hire from Area 1 or request to review and rate Area 2 applicants. Referred Area 2 applicants will be reviewed and rated by the same selection board. Selecting official may interview the Area 2 applicants or hire from Area 1. If Area 2 applicants are interviewed, then all interviewed applicants will be ranked together for position selection.
- E. If, after either the application rating or interviews are completed, should the Selecting Official conclude that none of the applicants are to be selected; a written, definitive, and reasonable justification for not selecting an applicant will be given to the next level of supervision and HRO. The selection package will be returned to HRO and the applicants notified that the position was not filled.
- F. Normally, the top rated applicant based on the combined application and interview scores will be selected for the vacant position. However, if the Selecting official concludes that the best applicant for the position would not be selected, he may make an alternate selection from the interviewed applicants by making a written, definitive, and reasonable justification to the next level of supervision and HRO for each higher rated applicant than the one selected.
- G. If, for administrative reasons the selection process can not be completed, the selection package will be returned to the HRO, and HRO will notify the applicants that the position was not filled.
- H. If a selection is made, the Selecting Official will notify the successful applicant of their selection and the unsuccessful applicants of their non-selection.
- I. Each panel member will assign a rating/ranking score based on their individual evaluation of the candidate's application/resume and responses to each interview question. After the individual scores are marked, only then may these ratings be discussed, if ratings differ significantly or if raters feel that some important factors were overlooked or misunderstood.
- J. Raters may change ratings, but will not be coerced or made to do so. Interview notes must reflect the justification for changing the score.

#### **19-16 Action by the Human Resources Office**

- A. Notify those qualified candidates that did not rate high enough to be interviewed per 19-15 B.
- B. Arrange a start date and new employee orientation when applicable for the selected applicant.

#### **19-17 Release of Selected Technician**

After selection for promotion/placement a Technician should be released promptly from his present position. Release will normally be within two weeks after the selection, either the start of the 1st day of the next pay period, or the fill date as specified on the vacancy announcement.

### **19-18 Records Retention**

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

- A. The following records are to be maintained in the HRO
  - 1. Copy of the vacancy announcement.
  - 2. Copies of qualified applicants list.
  - 3. Copies of applications and attached documents.
  - 4. Forms used in the evaluation and rating process.
  - 5. Record of the "Stopper List" having been cleared (for competitive positions only).
- B. Records are to be maintained for a minimum of two years. If a grievance is pending, records will be maintained until resolution, or the two years, whichever is longer.

### **19-19 Grievances**

- A. A Technician who believes that proper procedures were not followed in a particular placement action for which they were an applicant may present a grievance under the grievance procedures agreed to in this contract. A grievance will not be considered when it is based solely on non-selection.
- B. The agency, upon written request, will provide to the Association copies of the promotional material utilized in assessing the qualifications of the eligible candidates in any grievance action. Included in this will be any letters of justification per 19-15 F. Confidentiality of promotion material will be maintained by the Association.
- C. If a grievance concerning merit promotion has been initiated no action to cancel the vacancy announcement will take place until the grievance is resolved. The position may be filled pending resolution of the grievance.

### **19-20 Inquiries**

Should a non-selected Technician wish to know the possible reasons for non-selection, they may request an administrative review. The HRO will address possible areas where improvement can be made to enhance the individual's promotion potential.

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

## **ARTICLE 20. NEW EMPLOYEE COUNSELING PROCEDURES**

### **20-1 Procedures**

HRO will ensure that new employees are counseled on all aspects of Technician employment as soon as possible after selection.

### **20-2 Notification**

The Association will be notified in writing by HRO of all new bargaining unit employees, normally within five (5) working days of new employee counseling.

## **ARTICLE 21. DETAILING AND TEMPORARY PROMOTION**

### **21-1 Definition**

- A. A detail is the temporary assignment of an employee to a different position or set of duties for a specified period of time. There is no formal position change, officially, the employee continues to hold the position from which detailed and keeps the same status and pay.
- B. Agencies may detail employees for any legitimate management purpose, for example, to handle unexpected workloads or special projects: to fill in during another employee's absence, for training, or pending position classification, security clearance or investigation.
- C. When Technician is detailed to a same, lower, or higher graded position he will maintain his status and pay grade from which detailed.
- D. The Employer agrees that when a detail has been concluded, or there is a rotation, the Technician will return to his regular assignment.

### **21-2 Procedures**

The following procedures are agreed to:

- A. Qualified volunteers for a detail will be sought first, time permitting, and given favorable consideration.
- B. When an inadequate number of qualified Technicians volunteer for a detail, the Employer may rotate the assignment among the qualified individuals in the area of concern.
- C. It is recognized that there may be isolated instances when management cannot apply the procedures. In those instances management agrees to explain the circumstances to the affected Technicians.

### **21-3 Recording of Details**

Official details will be recorded on SF 52 at the time the action occurs and is terminated.

### **21-4 Temporary Promotion**

When the Employer requires the duties of a higher graded position to be performed or one with known promotion potential within the bargaining unit to be performed for greater than 45 days, the employee will be temporarily promoted rather than detailed. A SF 52 will be submitted and approved not later than the first working day of the temporary promotion. If the temporary promotion is to last for 120 days or longer, the merit promotion article procedures will apply.

### **21-5 Job Enhancement**

Management recognizes that assignees to higher graded positions, duties and/or training may ultimately lead to new or better opportunities. Merit promotion procedures will apply to all the following situations:

- A. Appointment for the sole purpose of an understudy.
- B. Detail of Technicians for which no position is available, but it can be anticipated that a full-time position will be forthcoming in the future.

## **ARTICLE 22. JOB PERFORMANCE STANDARDS AND PERFORMANCE RATING**

## **22-1 Introduction**

The Employer and the Association recognize the vital nature of the performance evaluation process to the entire Nevada National Guard. The effectiveness of the performance evaluation system is a combined responsibility of each permanent Technician and their supervisors.

## **22-2 Appraisal Period**

- A. Technicians will be given a Technician Performance Appraisal annually as established by HRO.
- B. A minimum of 120 consecutive day's supervision is required before an appraisal can be rendered.
- C. Technicians shall receive an appraisal under their old job standard when transferring jobs, at the time of the transfer, provided a minimum of 120 days has elapsed since the previous appraisal.
- D. When a major change (a change in any critical element) to the job standard occurs within 120 days before the appraisal date, the Technician appraisal will be based on the old standard.
- E. A close-out performance appraisal shall be rendered, when there is a change in the immediate supervisor, provided that there are fewer than 120 days remaining within the appraisal period after the appointment of the new supervisor.

## **22-3 Identification of Performance Standards and Critical Elements**

- A. NGB TPR 430 will be used as a guide in the development of performance standards and identification of critical elements.
- B. The supervisor, with Technician participation, will establish performance standards and critical elements, and then sign and date the performance standards and critical elements form, NGB Form 430. Performance standards and critical elements should be an accurate reflection of duties to be performed.
- C. When a supervisor and Technician cannot agree on critical job elements and performance standards, the supervisor, with concurrence of the higher level reviewer, will make the final determination.
- D. The Technician has the right to grieve at any time the content of performance standards that fail to incorporate law, rule or regulation.
- E. Upon request during the grievance process the Employer shall provide copies of like performance standards within a section to the Association. A section for this purpose is defined as all bargaining unit positions under the supervisor in question.
- F. Performance plans shall be in place and communicated to the employee normally within thirty (30) days from the start of the rating cycle, entrance on duty of a new employee, or employee job change. The thirty (30) day requirement may be extended up to an additional sixty (60) days. Such extension shall not impact or delay the issuance of a yearly appraisal.
- G. Five-level Appraisal System
  - 1. This model establishes a five-tier program. Unacceptable ratings (level 1) require justification to be approved at the next higher level and documentation must be provided. A marginal rating (level 2) allows the supervisor to deny a within-grade or step increase.
  - 2. Technicians who receive a rating below fully successful (level 3) will be given an opportunity to improve via a Performance Improvement Plan (PIP) that specifies the deficiencies, outlines the methods for improvement and establishes a reasonable time (e.g. 30 to 90 days) for improvement. Failure to improve under the PIP will lead to reassignment, reduction in grade or removal.

3. An overall numerical rating of fully successful or above (levels 3, 4, 5) must be indicated in this model with justification for the level of performance.

#### **22-4 The Appraisal**

It is the responsibility of the Employer to ensure the timely completion of both the job standard and the performance evaluation; that the evaluated employee receives the original of both documents and that an accurate copy of each document is promptly forwarded to the HRO for placement in the employee's performance folder.

- A. At the end of the appraisal period the supervisor will review the Technician performance appraisal with the Technician. The Technician may question the appraiser on any aspect of the appraisal.
- B. If the Technician experiences a problem in receiving a timely performance evaluation or has questions concerning any aspect of the performance evaluation process, that Technician is entitled to bring the matter to the supervisor's attention or contact the HRO performance system POC.
- C. Appraisals will not be backdated. If an appraisal cannot be performed on time, the Technician will be notified by the supervisor. This notification will include an explanation for the late appraisal.

#### **22-5 Appraisals of Union Officials**

The time spent by union representatives in the performance of their representational duties should not be taken into account when accomplishing a performance appraisal. Rather, the performance appraisal is based solely on performance of their officially assigned work.

#### **22-6 Unacceptable Performance**

Technicians will be periodically reminded of the critical job elements and expected performance standards of their positions, and will be informed when their performance is unacceptable in any element of the job. Technicians will be assisted in improving areas of unacceptable performance by counseling, increased supervisory assistance, or additional training. However, if the Technician's performance in any critical element continues to be unacceptable, despite efforts by the supervisor or manager to improve performance, the Technician may be reduced in grade (demoted) or removed based on unacceptable performance. Consideration should be given to reassignment to another position for which the supervisor determines the Technician is qualified. No action based on unacceptable performance may be taken until critical job elements and performance standards have been identified in writing, the Technician has been given a copy of these standards, and the Technician has been given at least 30 days to improve his performance. Chapter 4 of NGB TPR 430 contains additional guidance.

#### **22-7 Performance Incentive Awards**

Technicians in the Nevada Air National Guard may receive an annual monetary award based on performance. Employees attaining an excellent (level 4) or outstanding (level 5) performance rating will be submitted for a cash award. The award will be calculated through a weighted formula where a level 5 will receive 2 'shares' of the funds available for bonuses, and level 4 will receive 1 'share'. Level 5 General Schedule (GS) Technicians receiving a Quality Step Increase (QSI) for the rating period will not be considered for a bonus. All bonus shares will be based on funding availability.

### **ARTICLE 23. POSITION DESCRIPTION**

#### **23-1 Position Description**

Upon appointment, a Technician will be assigned to duties in accordance with the Position Description (PD) for which hired. Within thirty (30) days of assignment to a position, each Technician will be provided with a copy of the PD for the position to which assigned. The PD is a written record of the major duties and responsibilities assigned to an official position clearly defining the duties, authorities, responsibilities and provision for supervisor control and supervisory requirements.

#### **23-2 Other Duties as Assigned**

The term "other duties as assigned" as part of the PD is defined to mean, reasonably related duties to the job/position, and should be of the same level and classification the individual is currently graded. This does not preclude the Employer from assigning additional duties as defined within management rights. If additional duties are assigned on a regular and recurring (15% or more for FWS and 25% or more for GS annually) basis, HRO shall be consulted to possibly amend the PD or standards to include such duties. Work assignment shall not be in violation of prohibited personnel practices nor any relevant law, rule, regulation or this agreement. Duties requiring specialized training or certification may be assigned prior to completion and documentation of training or certification. When a Technician believes that the other duties and responsibilities assigned are significantly different from the PD the Technician may request through their chain of supervision a review of the PD for title, series, and grade.

### **23-3 Additional Duties and Details**

It is acknowledged that there are vacancies that exist that are not or cannot be filled due to management decisions; these duties may be equitably distributed among the remaining work force within the area of concern on a fair and equitable basis. The Employer will exercise its efforts in good faith, subject to requirement of efficient operations, to avoid establishing additional duty requirements that would create unnecessary hardships, potential health hazards or discrimination against any Technician or group of Technicians. The Employer agrees to fill, when possible, bargaining unit vacancies that impact Bargaining Unit Members with additional duties and/or details.

## **ARTICLE 24. CLASSIFICATION ACTIONS**

### **24-1 General**

The Employer agrees that all classification actions will be taken in accordance with Office of Personnel Management Regulations and Directives, Job Grading Standards, Supervisory Grade Evaluation Guides, and instructions contained in classification packages from higher authority. It is agreed that before management assigns an effective date for any downgrade resulting from reclassification, the Employer will notify the Association. The Employer will not utilize classification action for the purpose of either awards or punishment.

### **24-2 Technician Assistance**

The Technician affected by a reclassification action will be provided with further information, knowledge and assistance by the Human Resources Office on rights and appeal preparation.

## **ARTICLE 25. REDUCTION IN FORCE**

### **25-1 Responsibility**

The Adjutant General is responsible for implementing a Reduction in Force (RIF).

### **25-2 Procedures**

Competing employees shall be classified on a retention register on the basis of their tenure of employment, veteran preference, length of service, and performance in descending order. Procedures relating to reduction in force will be consistent with law or government-wide regulations.

### **25-3 Definitions**

- A. Reduction in Force (RIF) is when the Employer releases a competing employee from his or her competitive level by furlough for more than 30 days, separation, demotion, or reassignment requiring displacement, when the release is required because of lack of work; shortage of funds; insufficient personnel ceiling; reorganization; the exercise of reemployment rights or restoration rights; or reclassification of an employee's position due to erosion of duties when such action will take effect after an agency has formally announced a reduction in force in the employee's competitive area and when the reduction in force will take effect within 180 days.

- B. Competitive Levels/Retention Registers: When a competing employee is to be released from a competitive level under this part, the Employer shall establish a separate retention register for that competitive level. The retention register is prepared from the current retention records of employees. Upon displacing another employee under this part, an employee retains the same status and tenure in the new position. Except for an employee on military duty with a restoration right, the Employer shall enter on the retention register, in the order of retention standing, the name of each competing employee who is:
1. In the competitive level;
  2. Temporarily promoted from the competitive level by temporary or term promotion; or
  3. Detailed from the competitive level under 5 U.S.C. §3341 or other appropriate authority.
    - a. The name of each employee serving under a time limited appointment or promotion to a position in a competitive level shall be entered on a list apart from the retention register for that competitive level, along with the expiration date of the action.
    - b. The Employer will prepare the list consistent with law or government-wide regulations
- C. Tenure Groups are defined as follows:
1. Group I includes each permanent employee whose appointment carries no restriction or condition such as conditional, indefinite, specific time limit, or trial period.
  2. Group II includes each employee:
    - a. Serving a trial period; or
    - b. Whose tenure is equivalent to a career-conditional appointment in the competitive service in agencies having such excepted appointments.
  3. Group III includes each employee:
    - a. Whose tenure is indefinite (i.e. without specific time limit), but not actually or potentially permanent;
    - b. Whose appointment has a specific time limitation of more than one (1) year; or
    - c. Who is currently employed under a temporary appointment limited to one (1) year or less, but who has completed one (1) year of current continuous service under a temporary appointment with no break in service of one (1) workday or more.

#### **25-4 HRO**

The following are responsibilities of the Human Resources Office:

- A. Meet with the Association to explain the need for a RIF and the procedures to be used.
- B. After impact bargaining with Association, notification of the RIF will be in the form of a posted written general notice as far in advance as possible.
- C. Upon posting of a general notice, a hiring freeze will be initiated on all bargaining unit vacancies and promotions.
- D. Develop an aggressive placement program to include contact with other states, local federal activities, local government and private employers.



- E. A specific notice will be given to each Technician affected by the RIF at least sixty (60) days prior to the effective date of the action. This notice will state specific actions and any known alternatives that should be offered to the individual.
- F. Technicians who are affected by a RIF will be placed on a Reemployment Priority List, will be notified of any positions opening and will be afforded priority consideration. This action shall apply for two (2) years from notification of the RIF action.

## **ARTICLE 26. IMPACT BARGAINING**

### **26-1 Purpose**

Prior to implementation of any policy or procedure that could adversely affect one or more members of the bargaining unit, the Employer will notify the Association and give the opportunity to negotiate, if they so choose, regarding the impact of the proposed changes. The Association will respond no later than fourteen (14) calendar days from initial notification.

### **26-2 Appropriate Matters for Impact and Implementation Bargaining**

Matters appropriate for negotiations and consultation between the parties shall include personnel policies and practices as they apply to working conditions.

### **26-3 Changes Affecting Working Conditions**

When appropriate, the Employer agrees to deliver to the Association draft copies of appropriate regulations/policies affecting working conditions for review prior to implementation. If the Association desires formal discussion concerning the implementation and procedure in regards to working conditions of the drafts, the Employer will be contacted within five (5) working days after receipt to establish a meeting time/place to discuss the matter.

### **26-4 Meetings**

- A. Upon request by the Association, the Employer agrees to meet and confer, as soon as practical, at a mutually agreed upon date and time.
- B. Normally, within four (4) working days, information needed to resolve an issue for purposes of rendering a decision will be provided.
- C. Consistent with the above, and within the authority to do so, the Employer agrees not to make changes in personnel policies and practices that affect working conditions without prior negotiation/consultations with the Association. Where immediate implementation of the change is required to carry out the mission requirements of the Employer, temporary instructions will be issued by the Employer pending negotiation.

## **ARTICLE 27. TECHNICIAN ENTITLEMENTS**

### **27-1 General**

The Employer and the Association recognize the importance of career planning. To better serve the Technician work force, a summary of the rights and benefits of Technicians in this area will be published and made available by the Employer.

### **27-2 Career Planning/Retirement Classes**

- A. Career Planning/Retirement classes will be provided to Technicians to ensure a smooth transition from a work environment to a civilian environment. The parties recognize that adequate preparation for retirement is extremely important and that retirement classes are a necessary part of that preparation.
- B. Career Planning/Retirement classes will be provided by the HRO and attendance is a shared responsibility of both the Employer and the Technician. It is suggested that the Technician attend at the following intervals:

1. after the completion of the probationary period.
2. every 5 years thereafter.
3. within two years of retirement eligibility.

### **27-3 Separation Briefings**

The Employer will develop and provide informational briefings for those Technicians who are identified to be involuntarily separated from Technician employment. These briefings will include information concerning placement and reemployment rights and all separation benefits for which affected Technicians may be eligible. The Employer recognizes the criticality of reviewing the content of subject briefings periodically to ensure that all the information provided is complete and up-to-date.

## **ARTICLE 28. AGREEMENT ADMINISTRATION**

### **28-1 Effective Date**

The effective date of this agreement shall be after execution by The Adjutant General and the Association, and approval by the Agency, Defense Civilian Personnel Advisory Service (DCPAS). Both dates will be made a part of the agreement prior to distribution.

### **28-2 Agency Approval**

- A. The Agency shall approve the agreement within thirty (30) days from the date the agreement is executed by The Adjutant General and the Association if the agreement is in accordance with the provisions of applicable law, rule or regulation.
- B. If the Agency does not approve or disapprove the agreement within the thirty (30) day period, the agreement shall take effect on the 31st day and be binding on the Employer and the Association subject to the provisions of applicable law, rule or regulation.
- C. In the event that a particular article or section of an article is not approved by the Agency, the remainder of the agreement shall take effect as provided by law. The articles or sections of an article not approved by the Agency shall later be incorporated as negotiations or appropriate remedies dictate and subsequent approval by the Agency.

### **28-3 Agreement Duration**

The agreement will remain in effect from the date of approval by the Agency until superseded by another negotiated Agreement.

### **28-4 Agreement Precedence**

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

### **28-5 Agreement Amendments/Supplements**

- A. This agreement may be subject to amendments or supplements during the agreement lifetime under one of the following procedures:
  1. For the purpose of supplementing this agreement with provisions not covered by or contained within this agreement, the parties agree that for the life of this agreement, annually, either party may submit up to two proposals for negotiations.
  2. When agreement provisions require amendment due to law, rule or regulation changes that affect the provisions of this agreement.

3. Either party may initiate negotiations at the midpoint of this agreement, after service of notice not later than sixty (60) days prior to the midpoint of this agreement.
  4. At any time, by mutual consent, for the purpose of amending or providing supplements to this agreement.
- B. A request for an amendment or supplement to this agreement by either party shall be in writing setting forth the need or reason for the proposed change and summary of the change.
  - C. Representatives of the Employer and the Association will meet within thirty (30) days to commence negotiations of the proposed amendment or supplement, unless a later date is mutually agreed upon. No changes other than those specified in the summary provided for in section 5 b of this article will be considered.
  - D. Approval of an amendment or supplement to the agreement will be accomplished in the same manner as provided for approval of the basic agreement as specified in section 2 of this article.

#### **28-6 Negotiating New Agreement**

- A. Negotiations for a new agreement will commence no earlier than one hundred fifty (150) calendar days nor later than ninety (90) calendar days prior to the date five years from the execution of this agreement.
- B. Thirty (30) days prior to the start of negotiations of a new agreement, representatives of the Employer and representatives of the Association of Civilian Technicians will meet to initiate a memorandum of understanding establishing the ground rules for the conduct of negotiations.

## APPENDIX A

<b>GRIEVANCE FORM</b> ASSOCIATION OF CIVILIAN TECHNICIANS (ACT) Silver Barons Chapter #77								
1. DATE	2. GRIEVANT'S NAME	3. JOB TITLE, SERIES & GRADE						
4. DUTY SECTION		5. DUTY PHONE						
6. UNION REPRESENTATION <input type="checkbox"/> YES <input type="checkbox"/> NO	7. NAME OF UNION REPRESENTATIVE	8. REP'S DUTY PHONE						
9. GRIEVANT'S SUPERVISOR		10. SUPERVISOR'S DUTY PHONE						
11. CONTRACT, REGULATION, LEGAL, OR OTHER REFERENCES								
12. BACKGROUND AND NATURE OF GRIEVANCE								
13. SPECIFIC RELIEF REQUESTED								
14. SIGNATURE & DATE OF GRIEVANT		15. SIGNATURE & DATE OF UNION REPRESENTATIVE						
16. GRIEVANCE PROCEDURE RECEIPT RECORD <i>(Management Official will sign and date each step)</i>								
<table style="width: 100%; border: none;"> <tr> <td style="width: 60%;">STEP 1: _____</td> <td style="width: 40%;">DATE: _____</td> </tr> <tr> <td>STEP 2: _____</td> <td>DATE: _____</td> </tr> <tr> <td>STEP 3: _____</td> <td>DATE: _____</td> </tr> </table>			STEP 1: _____	DATE: _____	STEP 2: _____	DATE: _____	STEP 3: _____	DATE: _____
STEP 1: _____	DATE: _____							
STEP 2: _____	DATE: _____							
STEP 3: _____	DATE: _____							

## **INSTRUCTIONS FOR COMPLETING GRIEVANCE FORM**

General. The grievant, and/or the union representative, should complete blocks 1 through 15. If there isn't enough room in any block, make a note in the block that there are additional pages attached. Insure that any additional pages are titled appropriately. After completion, at least two copies of the grievance should be presented to the HRO POC designated by the employer to accept grievances (normally the Labor Relations Specialist).

Block 1. Today's date.

Block 2. Enter the grievant's first name, middle initial, and last name.

Block 3. Grievant's current job title, series, and grade (if known).

Block 4. Duty Section where grievant normally works.

Block 5. Grievant's normal work phone.

Block 6. Check the appropriate block as to whether or not grievant request union representation.

Block 7. If block 6 is checked "YES" (union representation is requested), enter the name of the representative requested (normally this will be the steward assigned to the grievant's work area). If "NO" is checked in block 6, leave this block blank.

Block 8. The phone number of the union representative named in the previous block.

Block 9. Enter the name of the grievant's immediate supervisor who is most familiar with the grievance.

Block 10. The phone number for the supervisor cited in block 9, if known.

Block 11. Enter the specific section, article, or part of the Law, Rule, Regulation or Labor/Management Agreement article (union contract) that was allegedly violated by the incident, event, or action detailed in block 12.

Block 12. State in detail the incident, event or action on which this grievance is based. Include names, dates, and locations as appropriate. If there are witnesses, name them and include their phone/FAX numbers if known. Attach copies of any documentation that is relevant (keep the originals).

Block 13. Enter what relief and/or corrective action the grievant feels will resolve the matter.

Block 14 & 15 The grievant and union representative (if applicable) sign and date in the respective blocks.

Block 16. At each step of the grievance, two copies of the grievance will be presented to an employer designated POC in HRO (normally the Labor Relations Specialist). The designated POC will sign and date both copies acknowledging receipt. One copy will be retained by the designated POC for processing. One will be returned after signature to the grievant or the union representative.