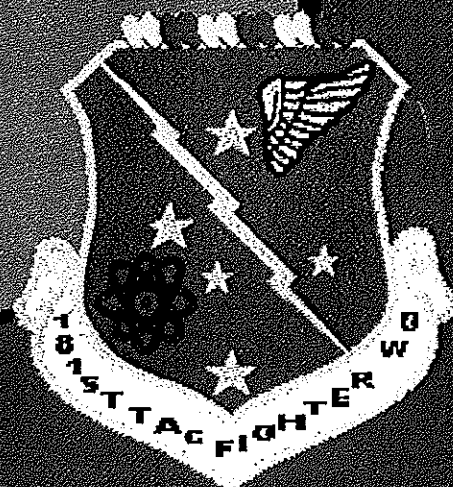
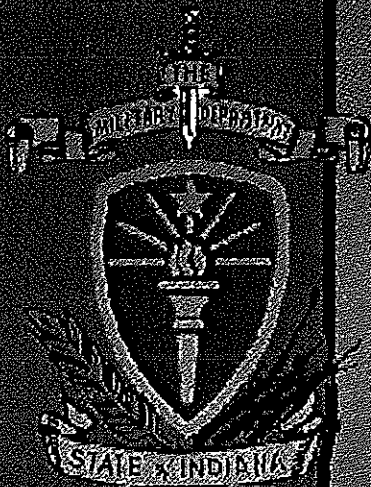


# AGREEMENT BETWEEN THE ADJUTANT GENERAL OF INDIANA AND



**AMERICAN FEDERATION  
OF GOVERNMENT EMPLOYEES  
LOCAL 3098  
HULMAN REGIONAL AIRPORT  
TERRE HAUTE, INDIANA**

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## **PREAMBLE**

Pursuant to the policy set forth in Public Law 95-454, the following articles constitute an agreement by and between the Adjutant General, Military Department of Indiana, hereinafter referred to as the "Employer", and the American Federation of Government Employees, Local 3098, an affiliate of the AFL-CIO, hereinafter referred to as the "Union." For the purpose of this agreement, "Agency" refers to the National Guard Bureau.

The Employer enters into this agreement under the provisions of Public Law 90-486, which prescribes the statutory function of employing and administering National Guard Technicians as Federal Employees.

Wherever language in this Agreement refers to specific duties or responsibilities of specific employees or management officials, it is intended only to provide a guide as to how a situation may be handled. It is agreed that the Employer retains the sole discretion to assign work and to determine who will perform the function discussed.

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

- a. Promote and improve the efficient operation of the Indiana Air National Guard (IN ANG) at Terre Haute International Airport - Hulman Field, Terre Haute, Indiana, hereafter referred to as the Base, and the well being of Technician Employees.
- b. Provide for the highest degree of efficiency in the accomplishment of the operation and mission of the IN ANG, at the Base.
- c. To establish a basic understanding relative to personnel policy, practices and procedures and matters affecting other conditions of employment.
- d. To provide a means for amicable discussion and adjustment of matters of mutual interest.
- e. Promote Management and Union communications, and information on personnel policy and procedures.
- f. To identify the rights of the Employer, Union and Employees under all other applicable laws, rules and regulations.

## **ARTICLE 1**

### **EXCLUSIVE RECOGNITION AND COVERAGE**

1-1. It is hereby acknowledged that the American Federation of Government Employees, Local 3098, is the exclusive bargaining unit of the IN ANG at this Base. Management acknowledges that pursuant to Public Law 95-454, the said organization is the exclusive representative of all employees within the bargaining unit.

1-2. References to "Employee" or "Employees" in this agreement are understood to apply to employees in the recognized unit.

**INCLUDED:** All Wage Grade and General Schedule Employees employed by the IN ANG at the Base.

**EXCLUDED:** All Employees described in 5 USC 7112 (b).

1-3. This agreement, to include all articles herein, is only applicable to bargaining unit technicians employed at the Base.

1-4. The Employer agrees that all new employees will be informed at the time of employment orientation that the Union has exclusive recognition for Federal employees at the Base.

## **ARTICLE 2**

### **CONSULTATION AND NEGOTIATION**

This agreement defines matters appropriate for consultation between the parties as to personnel policies, practices and procedures relating to working conditions which are within the discretion of the employer, including but not limited to such matters as, safety, training, labor management cooperation, employee benefits, methods of adjusting grievances, appeals, leave, promotion, demotion, reduction-in-force, and hours of work.

## **ARTICLE 3**

### **PUBLICATIONS**

3-1. The Employer agrees to place the Union on distribution for Military Department of Indiana (Adjutant General's Office) Technician Personnel Regulations (TPR), pamphlets, and circulars. The Employer also agrees, at the request of the Union, to furnish the Union, semi-annually within five (5) working days (unless extenuating circumstances prevent compliance), a copy of Part A of the Extended Unit Manning Document for the Base or a comparable listing and a list of Base employees in the unit of recognition showing the civil service computation date. It is understood the Union may also request these documents when a major reorganization or change in manning affecting Base technicians occurs.

3-2. Union officers will be allowed a reasonable amount of time to use the Base Master Reference Library (BMRL) in order to study and/or review appropriate publications. If time is required during normal work hours, coordination and concurrence of the Union officer's section supervisor is required. If the Union officer cannot be released from the duty section at the time requested, the supervisor will allow reasonable time for this purpose when the section workload permits. The Employer and the Union agree that if this privilege is abused, duty time for publication review may be limited to representational functions only as specified in Article VII. Publications may not be removed from the library; however, with prior coordination, arrangements may be made with the supervisor responsible for maintenance of the library to use the library after normal closing time.

## **ARTICLE 4**

### **MANAGEMENT'S RIGHTS**

4-1. No obligation on the part of the Employer exists to meet and confer with the Union with respect to such areas of discretion as the mission of the agency, its budget, its organization, the number of employees, or its internal security practices.

4-2. Specific negotiations on the number, types, and grades of positions or employees assigned to any organizational unit, work project, or tour of duty, the technology of performing its work, to determine the methods, means, and personnel by which such operations are to be conducted, will be accomplished as directed by 5 U.S.C.

4-3. This does not preclude the parties from negotiating agreements providing appropriate arrangements for employees adversely affected by the impact of realignment of work forces or technological change.

4-4. In the administration of all matters covered by this agreement between the Employer and the Union, the Employer will be governed by existing or future laws and regulations of appropriate authorities. Including policies set forth in the Federal Personnel Operating Manuals; by published agency policies and regulations in existence at the time this agreement was approved; by subsequently published agency policies and regulations required by law or authorized by the terms of a controlling agreement at a higher agency level.

4-5. Management officials of the agency retain the right, in accordance with applicable laws and regulations:

- a. To direct employees of the agency.
- b. To hire, promote, transfer, assign, layoff and retain employees in positions within the agency, and to suspend, demote, discharge, or take other disciplinary action against employees.
- c. To maintain the efficiency of the Government operations entrusted to them.
- d. To take whatever actions may be necessary to carry out the mission of the agency in situations of emergency.

## **ARTICLE 5**

### **EMPLOYEE'S RIGHTS**

5-1. Nothing in this agreement shall require an employee to become or to remain a member of a labor organization, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.

5-2. Employees have the right, freely and without fear of penalty or reprisal, to form, join, and assist a labor organization or to refrain from any such activity, and each employee shall be protected in the exercise of this right.

5-3. Recognition of the labor organization does not preclude an employee, regardless of whether he is in a unit of exclusive recognition, from exercising grievance or appellant rights established by law or regulation, or from choosing his own representative in a grievance or appellant action, except when the grievance is covered under the negotiated grievance procedure.

5-4. Each employee shall have the right to bring matters of personal concern to the attention of appropriate officials of the Employer or the Union. The Employer and the Union agree that the most expeditious and economical way for an employee to solve problems is at the lowest possible level, consequently employees shall be encouraged to take such matters to their immediate supervisor or Union steward.

5-5. The Employer agrees to provide suitable facilities to air technician employees for lunch periods and breaks. The Air Commander will be the approving authority for the designation of lunch/break areas. However, Union recommendations of this subject will be considered. A reasonable number of lunch/break areas will be permitted, subject to space limitations and other mission requirements, in an attempt to make an area available to the maximum number of employees. Designated lunch/break areas may be equipped, at the employees expense, with appliances for cold storage of food and to provide warm beverages and food, e.g., coffee pots, refrigerator, microwave. It is understood that the use of appliances in approved lunch/break areas must be consistent with the Base Energy Conservation and safety programs. It is also agreed that technicians may be required to police and cleanup lunch/break areas when necessary janitor services cannot be provided from other resources.

5-6. It is agreed to the extent that it is not contrary to law or regulation, that a technician or a person designated in writing by him or her may review a technician's Official Personnel File.

5-7. Access to NGB Form 904-1/Supervisors Brief, Supervisor's Record of Technician Employment, and the Official Personnel File (OPF) will be limited to management officials, the technician, or an individual to whom the technician has given written permission. If the technician is absent from his normal duty location (Example: on deployment) the individual may make written authorization to a management official on the site. The management official on the site will then telephonically authorize a management official and a Union official at home station to check the file and either advise of its contents or send it by electronic means to the site.

5-8. Technicians will be given an opportunity to initial entries on their NGB Form 904-1/Supervisors Brief which may

lead to disciplinary action. The employee's initials on the entry only signifies that the entry has been placed on the 904-1/Supervisors Brief. It does not constitute an agreement to the entry. Technicians have the option to discuss an entry with the next level supervisor if they believe the entry to be in error. Exercising this option, does not prevent a technician from formally appealing the entry through use of the established grievance procedure.

5-9. Pre-retirement counseling will be available to employees at least five years prior to their eligibility for an immediate retirement annuity.

5-10. During in-processing, new employees will be provided information on the technician benefit programs to include availability of Union membership/representation.

5-11. The Air Commander agrees that all employees will be provided on base parking facilities to park their private automobiles during regular working hours. Both parties agree that all private vehicles must be properly registered with the security force and that employees will comply with vehicle operating regulations. Failure to comply could result in loss of driving privilege on the base. The Union President will be assigned a reserved parking space within close proximity of his or her assigned working area.

5-12. Employees may voluntarily participate in military training programs and events, while in a technician status. The training/event must be sanctioned by the Air Commander and be scheduled by their supervisor. Employees who choose not to voluntarily participate will not be penalized for their decision.

5-13. In the event of a management directed reassignment, management will make every effort to notify the affected employee a minimum of 30 days before the effective date of the action.

## **ARTICLE 6**

### **RIGHTS OF THE UNION**

6-1. The Union, may, with the consent of the employee, represent the employee during the presentation of a grievance in accordance with the negotiated grievance procedure. A Union representative will be authorized a reasonable amount of time without charge to annual leave or loss of pay to represent such employee during the presentation of the grievance if he is in normal technician duty status.

6-2. The Union is the exclusive representative of all employees as outlined in Article 1 of this agreement and is entitled to act for and to negotiate agreements covering these employees in the unit without discrimination and without regard to Union membership.

6-3. The Union shall be given the opportunity to be represented at any formal discussion between one or more representatives of the agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general conditions of employment. The Union may also be represented during an examination of an employee by a representative of the agency in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee; and the employee requests representation. However, it is understood the above rights shall not be construed to preclude an employee from 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 exercising grievance or appellate rights established by law, rule, or regulation, except in the case of grievance or appeal procedures negotiated under this agreement.

6-4. The Employer agrees that the Union President or his designee is authorized to request consultation with any level of management at the Base. This does not preclude stewards at AFGE Local #3098 from meeting with appropriate representatives of management below the Air Commander in an attempt to solve problems at the lowest level. The intent of this section is to enhance the informal resolution of actual or potential employee personnel problems at the lowest level of supervision. However, consultation at any level below the Air Commander will be limited to personnel policies, practices, and matters affecting working conditions.

6-5. The President of the Union or his designee is authorized to request a meeting with the Employer on matters of concern without a charge to leave, loss of pay or travel expense.

6-6. It is agreed the Union may designate a total of eight (8) stewards to be assigned to functional areas at the discretion of the Union. The Union agrees to make every effort possible to avoid designating more than one steward from any work area, section, shop, or grouping of employees under an individual supervisor. In the event of major reorganization or significant increase of technician employees, the Union may request additional stewards to insure that each employee in the unit or recognition has reasonable access to a steward. The increase in number of stewards allowed must be by mutual consent of both parties.

6-7. Representatives of the Union and the Air Commander, or his designee may meet at mutually convenient times and dates concerning matters with respect to conditions of employment of employees in the unit. Authorized meetings with the Air Commander or his designee shall be limited to the President of the local or the Vice President and not more than two other representatives, and an equal number of management representatives. A request for a meeting shall normally be submitted at least three days in advance and shall include:

- a. Proposed date and time of the meeting.
- b. Purpose of meeting.
- c. The name(s) and official titles of the representatives to be present.

6-8. The Employer agrees that, upon request of the Union, the Air Commander will provide the bargaining unit with adequate facilities to conduct Union meetings, subject to the availability of an appropriate area and other base requirements. The Union recognizes meetings must be conducted during non-duty hours and agrees that the care and maintenance of the meeting space is their responsibility while using the assigned area. The Air Commander reserves the right to bring to the attention of the Union any instances of improper use or care of assigned meeting spaces, and may revoke this privilege if it is abused.

6-9. The Air Commander will furnish the Union a distribution box located in the Base Mail Distribution Center for use in picking up their incoming mail.

6-10. The Employer agrees that the Union shall be afforded bulletin board space, including electronic bulletin boards, for official Union material on all official bulletin boards. This will not exceed one-half the bulletin board space. No Union information will be posted on safety bulletin boards. The Union agrees to not post scurrilous or libelous materials.

6-11. It is agreed that internal Union business such as soliciting membership, collecting dues, electing officers, meeting, posting and distributing Union literature will not be conducted in the work area, or during duty hours of the employees involved.

6-12. The Union agrees and understands that distribution authorized in this Article and material posted on bulletin boards as defined in this Article must not violate any law, provisions of this agreement, security of the base, nor must it contain scurrilous or libelous material. The Union accepts full responsibility for the content of materials distributed by representatives of their organization.

6-13. Union officials, specifically, President, Vice-President, Secretary-Treasurer, and Chief Steward, will be listed in the classified section of the Base Telephone Directory.

6-14. The Employer agrees to allow the Union to use copiers, telephones and FAX machines (for local and DSN calls only) in the course of their, representational duties and functions only. A designated base phone will be made available by the Employer for official Union use only. In the event the Union or management determine equipment is being misused then specific equipment and locations will be identified. Long distance service may be utilized if a credit card is used or reimbursement to the base is made for the cost of the call.

6-15. The Employer agrees that subject to availability, an area may be made available to the Union for administrative purposes and to conduct Union business. If an area is assigned to the Union for this purpose, a separate



memorandum of understanding to outline responsibilities in regards to costs, services and furnishings may be required prior to occupancy. The Union agrees to exercise proper maintenance and care of any facility they are permitted to utilize.

## **ARTICLE 7**

### **OFFICIAL TIME**

7-1. The purpose of this Article is to establish procedures to be used by supervisors and Union representatives when representational functions by Union representatives are contemplated; this includes timekeeping procedures as described in Paragraph 7-6 of this Article.

#### **7-2. Definition of Terms:**

a. "Representational Function" means those activities undertaken by Union representatives, who are employees, on behalf of other employees pursuant to such employees' right to representation under statute, regulation, executive order, or terms of the collective bargaining agreement.

b. "Official time" means time granted employees in the bargaining unit by the agency to perform representational functions while otherwise in a duty status without charge to leave or loss of pay.

7-3. The Union understands that solicitation of membership or dues, and other internal business of the labor organization, shall be conducted during the non-duty hours of the employees concerned.

7-4. An employee who is an official or representative of the Union may be excused without charge to leave in order to attend a training session sponsored by the Union, provided the subject matter of such training is of mutual concern to the Employer and the employee in his capacity as the Union representative, and further that the governments' interests will be served by the employee's attendance. Official time for this purpose shall cover only such portions of a training session as meet the foregoing criteria. The Union will be granted a block of 240 hours of official time each calendar year (1 Jan - 31 Dec) for its use to permit officials and representatives of the Union to attend approved training sessions. The Union understands and agrees official time will not be granted if the primary purpose of the training session is to train or inform the Union representative concerning solicitations of membership and dues or other internal business of the Union. When official time is requested, the Union will concurrently furnish the Air Commander with a detailed agenda published for the training session. Requests for official time will be normally submitted in writing by the Union to the Air Commander at least five (5) days in advance of the scheduled training session. If a member of the local Union is selected to serve as a data collector for a wage survey, the individual will be allowed official time to attend required training sessions conducted or sponsored by the lead agency.

7-5. The parties agree that Union officials and stewards shall request permission from their immediate supervisor and the supervisor of the section they seek to visit before responding to a request for representation. The parties further agree that both supervisors involved must be informed of the nature of such request, where the Union official or steward may be reached and approximately how much time will be needed. It is understood, however, that a supervisor may temporarily deny the meeting of the employee and the Union official if a compelling situation does not permit such meeting at the time requested. The Union representative will report to his supervisor when he has returned to his work section.

7-6. The employer agrees to recognize all duly appointed or elected Union officers and stewards. The Union shall furnish the employer and the Air Commander a complete up-to-date list of all Union officers, chief steward and shop stewards. The list will include stewards areas of responsibility and will remain in effect until written notice of changes are furnished the employer and the Air Commander.

7-7. Official time for representational functions shall be limited to designated Union stewards and the following officers of the local: President, Vice-President, Secretary-Treasurer, and Chief Steward.



7-8. The Union agrees to guard against the excessive use of time in those activities authorized by this agreement. If management feels that the time is excessive, the Union President, or his designated representative, will be notified first before any action is taken.

7-9. A Union Representative selected to represent an employee in a grievance, appeal or discrimination complaint action shall be allowed necessary time but not to exceed four hours during work hours to meet with employees to discuss and prepare for grievances, appeals and discrimination complaints. It is agreed the amount of time allowed must not result in serious interference with the assigned work responsibilities of the employee and Union representative involved.

## **ARTICLE 8**

### **TRAINING**

8-1. The parties to this agreement recognize that technological developments usually add to the efficiency and productivity of the installation, and understand that to effect an orderly transition to new equipment or processes, the development of new skills may be required. Both parties to this agreement are encouraged to assist in this transitional process.

8-2. When changes in function, organization or mission cause a realignment of the work force, a maximum effort will be made to retain and use the skills of existing employees. It is understood that retraining shall be subject to certain considerations such as, the employee's ability/aptitude, funding, etc.

8-3. If a need arises and circumstances permit, employees may be provided an opportunity to cross-train into another position.

8-4. If an employee in the unit of recognition is Management directed to a position in which he or she has limited or no experience, a reasonable training period shall be permitted in order for the employee to become proficient. If an employee has been reassigned from another position and he/she cannot attain proficiency required of the position, he/she will be returned to the former or a like position if one is available and manpower distribution does not adversely impact mission requirements.

8-5. Variations of normal tour of duty for educational purposes at colleges, universities and other comparable institutions of learning may be authorized when the rescheduling does not appreciably interfere with the accomplishment of the work to be performed. Where management has adjusted an employee's working hours in order to permit attendance at such institutions, an effort will be made to leave the hours of work as adjusted for the duration of the course semester or applicable period in which enrolled.

8-6. Employees are encouraged to furnish their supervisor and the Human Resources Management Office a DD Form 1556, certificate of completion of formal training received, which may be filed in the official Personnel Folder and which may be used as consideration for promotional opportunities.

8-7. A leave of absence for up to one year for educational purposes may be granted to an employee if approved by The Adjutant General. Basic considerations in authorizing such leave will be: a reasonable expectation that the individual will return to duty at the end of the period of leave; and value to the National Guard or the serious needs of the individual; and increased job ability or furtherance of a program of interest to the Government. It is recognized that the Adjutant General may require written assurance that the employee intends to return to duty.

## **ARTICLE 9**

### **HEALTH AND SAFETY**

9-9. When the Safety Officer conducts a scheduled facility inspection during normal duty hours, the supervisor of the area inspected and the Union representative will be given the opportunity to accompany the Safety Officer. Whenever safety inspections are conducted during other than normal technician duty hours, the supervisor and Union representative of the area inspected will be given a copy of the results of the inspection by the Safety Officer in a timely manner. The Safety Officer will provide the Union a copy of the scheduled Safety Inspections. The Union representative will be an observer only and in no way hinder the safety inspection and their presence will not violate security regulations.

9-10. The Employer agrees to supply and maintain an adequate number of fire extinguishers. All employees are responsible for insuring that fire extinguishers are not tampered with and that foreign materials are kept away from the extinguishers.

9-11. Safety suggestions made by employees which are not carried out in a reasonable length of time will be presented to the Occupational Safety and Health Council.

9-12. In the event an OSHA or AFOSH Safety Inspector visits the base for a Safety Inspection, one Union member of the Occupational Safety and Health Council shall be given the opportunity to accompany the Inspector. The Inspector may deny the right of accompaniment to any person whose participation interferes with a fair and orderly inspection or whose presence would violate security regulations.

9-13. The Base Safety Office will notify the Union president or Vice-President of on-the-job injuries/occupational illness requiring lost work time and ground safety accidents.

9-14. Both Employer and the Union agree that it is the responsibility of the supervisor to insure employees are properly instructed in and are aware of safety practices, procedures and hazards of the working area and equipment in their respective job assignment locations.

9-15. In the case of an accident involving an employee which occurs during regular technician work hours, the Safety Office will conduct the investigation, if required. They will subsequently brief the members of the Occupational Safety and Health Council on the findings of the mishap investigation as soon as information can be released and furnish a copy to the MDI Human Resources Office, OWCP Specialist. Accident information will be maintained by the Base Safety Officer and may be reviewed by Occupational Safety and Health Council members, unless disclosure is prohibited by law or regulation.

9-16. The Employer agrees to maintain an occupational health program within the limited on-base facilities available and to provide the following services:

- a. Personnel who are trained in emergency first-aid treatment for injuries or illnesses occurring during work shifts.
- b. Provide an ambulance, with essential first-aid equipment, during all work shifts.
- c. When it is necessary for employees to leave work because of on-the-job injuries or serious illness, the Employer will arrange transportation to a local doctor, hospital or the employee's residence as the situation dictates.
- d. When practical, technician employees will be allowed the services of the base clinic within the capability of the employee/technician on duty.

9-17. Employees shall not be subjected to hazardous noise in excess of published Air Force standards without being furnished appropriate hearing protection.

9-18. Employees will not be required to work in areas where the assigned task poses imminent danger of death or serious bodily harm. All reasonable attempts will be made to correct unsafe or hazardous conditions. Employees should notify the proper authority or submit a hazard report when they believe an investigation is warranted.

9-19. Members of the Occupational Health and Safety Council will be afforded time off from their regular duties without loss of pay or charge to leave when required to perform duties specified by this article.

9-20. The amount of weight that an employee will be required to lift will normally be governed by the limits specified on the individual's technician position description. When weight limitations are not specified in position descriptions, supervisors and employees will exercise reasonable caution to avoid potential injury.

9-21. Management will comply with the AF/ANG/OSHA "two-man" policy concerning work operations that are to be conducted in hazardous environments.

9-22. The Employer agrees to provide an opportunity for first-aid and Cardio-Pulmonary resuscitation training to employees. Attendance will be voluntary except for those employees whose attendance is mandatory by regulation. Voluntary attendance must be scheduled by the supervisor and will not interfere with mission accomplishment. Scheduling (or attendance) will be prioritized to fulfill mandatory requirements followed by voluntary (or optional) requirements.

## **ARTICLE 10**

### **ENVIRONMENTAL DIFFERENTIAL PAY**

10-1. Environmental Differential Pay (EDP) will be determined and paid as outlined in Operating Manual (OM) 532-1 or appropriate regulations. Nothing in this section shall preclude negotiations through the collective bargaining process for determining the coverage of additional local situations under appropriate categories in appendix J of OM 532-1.

a. Working with or in close proximity to explosives and incendiary material falls under OM 532-1, Appendix J, Part II, category 3, Explosives and incendiary material-low-degree hazard.

b. Hydrazine (H-70) falls under OM 532-1, Appendix J, Part II, category 5 - Poisons (Toxic Chemical) low degree hazard when situations warrant consideration for payment of EDP. Therefore the following tasks may be considered under this category:

(1) Tasks involving the removal of safety devices which activate the emergency power system using the fuel H-70.

(2) Tasks involving the entry of personnel within the radius of the aircraft while the safety device is removed.

10-2. A Base EDP Committee will be appointed by the Air Commander to review local situations presented to it for consideration as qualifying for EDP and to make recommendations on such situations. The committee will also review existing approved situations to determine whether or not those situations still apply which originally warranted payment of EDP.

a. Membership of the committee will consist of two management representatives and two employees representatives nominated by the Union. The chairperson will alternate on a annual basis between the base safety officer (odd year) and a Union appointed employee (even year).

b. The chairperson of the committee will call all meetings. At a minimum the committee will meet twice a year to evaluate the current EDP situations. Management or Union may request a meeting to discuss a specific EDP situation. Any refusal to meet will be justified in writing.

c. Committee recommendations will be submitted through the Air Commander to the State EDP Committee for consideration and action. If the State EDP Committee does not act upon the recommendations within 90 days, EDP will be paid until a disposition from the State EDP Committee is received.

d. The committee chairperson may request technical assistance such as medical, environmental health personnel or local employees qualified to provide information regarding proposed situations.

10-3. Even though EDP is authorized, there is a responsibility to continue positive action to eliminate the dangers and

risks which contribute to or cause the hazard, physical hardship, or working condition of an unusually severe nature.

## **ARTICLE 11**

### **LABOR-MANAGEMENT COOPERATION**

11-1. The Employer and the Union agree to continue the existing Labor-Management Partnership Council, in accordance with the established Partnership Agreement. The Council will meet at least quarterly provided there are items for discussion. Additional meetings may be scheduled by mutual consent of the parties.

11-2. Management and Union agrees to immediately implement a Partnership Council and to earnestly apply themselves to achieving the goals and objectives as set forth in E.O. 12871.

11-3. The Union agrees to cooperate with the Employer in voluntary charity drives and to lend its support to these worthy causes. In conducting these drives, the parties will be guided by appropriate regulations. The Union will share in any recognition which may be given in support of such drives.

11-4. Management and Union agree to investigate utilization of an Alternative Dispute Resolution Program through the Partnership Council.

## **ARTICLE 12**

### **EQUAL EMPLOYMENT OPPORTUNITY**

12-1. The Employer and the Union agree to cooperate in providing equal employment opportunity for all employees and applicants for employment regardless of age, race, color, religion, sex, or national origin, and to promote the full realization of equal employment opportunity through a continuing affirmative action program, in accordance with applicable laws and regulations.

12-2. Copies of Equal Employment Opportunity Affirmative Action Plans will be furnished by the Employer to the Union. The Union may also have access to and review semiannual data reports prepared by the Employer concerning pre-complaint counseling and discrimination complaint processing. Draft copies of each update of the EEO Affirmative Action Plan will be forwarded by the Employer to the Union.

12-3. In recognition of the Union's role as exclusive representative, the Employer and the Union agree to the following:

a. When a formal discussion is held by management with the complainant and/or the complainant's representative for the purpose of implementing a decision which may have an impact on employees in the bargaining unit, the Union will be given an opportunity to be represented.

b. If a hearing is held under the formal stage of the complaint process, the Union may have an observer present if the complainant is covered by the bargaining unit. However, the examiner may exclude the observer from the hearing if the complainant objects to his or her attendance on grounds of privacy, and the examiner determines that the objection is valid. The examiner, at his or her discretion, may also exclude the observer from one or more sessions of a hearing, when the examiner determines that this action is in the best interest of the complainant, a witness, or the Government. This does not impair the right of the complainant to choose his or her own representative.

12-4. Equal Employment Opportunity Counselor:

a. The Employer recognizes that the Union may recommend Employees of the bargaining unit who agree to serve as an EEO Counselor. However, it is understood that selection of EEO Counselors is the responsibility of the Air Commander and recommendations will be submitted to the Employer for approval.

b. Nominees shall meet the criteria established by the EEO program, and if selected shall receive appropriate counselor training. Such training will be on-the-clock without loss of leave to the individual.

c. Equal Employment Opportunity Counselors will advise a complainant that he or she has the right to a representative of his or her choice at any stage of the complaint process.

12-5. If the technician seeks the counsel of either the EEO Counsellor or the Union Representative with respect to an EEO matter, the individual will be advised of his/her right to pursue the matter through either the EEO Complaint Procedure or the Negotiated Grievance Procedure, but not both.

## **ARTICLE 13**

### **ALCOHOLISM AND DRUG ABUSE**

13-1. The purpose of this article is to promote the correction of a drug abuse or alcoholism problem which an employee may have, and which could lead to or cause poor attendance and unsatisfactory performance on the job.

13-2. Employees having these illnesses will receive the same consideration of offer or assistance presently extended to employees who have other illnesses or health problems, and may, if accrued and requested, be granted sick leave for the purpose of receiving treatment or rehabilitation when absence from work is required. The intent of this program is to assist the employee and to encourage rehabilitation.

13-3. The Employer encourages the Union to support this program and agrees to consider Union recommendations for improvement. This subject is an appropriate topic for discussion at Partnership Council meetings.

13-4. The Employer and the Union recognize alcoholism and drug abuse are preventable and treatable illnesses. These illnesses are considered detrimental to an employee's job performance, may interfere with the efficient and safe performance of assigned duties, and reduce the dependability of the technician. Both parties acknowledge the published Federal policy, of the National Guard Bureau and the Military Department of Indiana, and jointly agree to promote and support these policies.

13-5. Both parties to this agreement recognize a primary concern of managers and supervisors is their basic responsibility in dealing with poor employee performance and agree to the following concept of supervision relative to assisting employees whose poor performance is caused by alcoholism and/or drug abuse.

a. Technicians will be afforded the opportunity to receive counseling and assistance from the State Technician Assistance Program Coordinator (TAPC) on an entirely confidential basis. Supervisors may authorize employees excused absence, normally not to exceed four hours per week during regular duty hours, for counseling appointments with the State TAPC, or designated counselor.

b. Technician's work performance, conduct or attendance will be documented by the supervisor whenever it fails to meet minimum standards or where their pattern of performance or conduct appears to be deteriorating.

c. Technicians will be interviewed by the supervisor who will focus on poor work performance or conduct, and who will inform the employee of available counseling service in the event their poor performance or conduct is caused by personal or health problems.

13-6. If a technician's performance or conduct is unacceptable, appropriate corrective action, which may include disciplinary action, will be taken as warranted on the basis of unsatisfactory job performance or misconduct. Technicians with drug and/or alcohol abuse problems will be given adequate protection to assure confidentiality is

maintained in accordance with applicable laws and regulations.

13-7. It shall be understood that an employee who seeks counseling will not jeopardize his/her job rights or job security, except as limited by applicable laws and regulations relating to sensitive positions.

## **ARTICLE 14**

### **LEAVE**

#### **14-1. Annual Leave/Vacation.**

a. Annual leave will be administered on a uniform and equitable basis within the scope of applicable regulations.

b. There will be no restriction placed on the number of days or weeks of accrued annual leave, an employee may request. However, it is understood that supervisors have the authority and responsibility to decide when leave may be taken. It is further understood the desires of the employee will be considered, but the decision will be made in recognition of the needs of the activity. Further it is understood that there must be good cause for the rejection of a leave request.

c. A "vacation", for the purpose of this agreement, is defined as a period of two or more consecutive weeks of approved leave. In order that all eligible employees receive due consideration in the granting of leave for vacations, a Standard Form 71, will normally be submitted at least two (2) calendar weeks before the first day of requested leave, to the supervisor or management official who has authority to approve or disapprove leave. Requests for leave will be returned to the employee as soon as possible indicating that leave is either approved or disapproved. Approving officials should explain to the employee why a request for vacation leave is disapproved.

d. If a conflict occurs between two or more employees over a choice of vacation dates when all requests cannot be approved, an effort will be made to resolve the matter by voluntary action on the part of the employees. If this procedure does not resolve the conflict, the supervisor will decide the issue based on the date the leave request was received from the employees; if this does not resolve the conflict, then the civil service computation dates will be used on a one time basis to decide the issue. Other periods of annual leave not defined as vacation time will be granted based upon workload requirements, accrued leave, and needs of the activity.

e. The Employer will make every attempt not to cancel approved leave for vacation purposes unless a emergency mission requirement or similar unforeseen event occurs which would require such action.

f. Except in unanticipated or emergency situations, annual leave will be requested and scheduled in advance. When an emergency or unanticipated personal situation arises, and the employee desires to use annual or compensatory leave, the employee must call the supervisor within two (2) hours after the start of his or her work shift to request approval for use of such leave. Approval of leave for emergency reasons may be deferred by the supervisor until the employee returns to duty if circumstances are such that a decision cannot be made immediately.

#### **14-2. Sick Leave.**

a. Sick leave will be administered in accordance with 5 CFR 630 and all other applicable rules and regulations.

b. Reasons for sick leave use are as follows:

(1) Receives medical, dental, or optical examination or treatment.

(2) Is incapacitated for the performance of duties by physical or mental illness, injury, pregnancy, or childbirth.

(3) Provides care for a family member as a result of physical or mental illness, injury, pregnancy, childbirth, or medical, dental or optical examination or treatment.

(4) Makes arrangements necessitated by the death of a family member or attends the funeral of a family member.

(5) Would as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by his or her presence on the job because of exposure to a communicable disease.

(6) Must be absent from duty for purposes relating to the adoption of a child including appointments with adoption agencies, social workers, and attorneys, court proceedings, required travel and any other activities necessary to allow the adoption to proceed.

c. An employee must request advance approval for sick leave for the purposes of receiving medical, dental, or optical examination or treatment. To the extent possible, an employee must request advance approval for sick leave for family care, bereavement, and adoption.

d. Family members means the following relatives of the employee:

(1) Spouse and parents thereof.

(2) Children, including adopted children, and spouses thereof.

(3) Parents.

(4) Brothers and sisters and spouse thereof.

(5) Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

e. When it is considered necessary and appropriate leave approving officials may require evidence to support the use of sick leave. An employee's certification as to the reason for his absence may be considered as evidence administratively acceptable except for:

(1) Absence in excess of three (3) consecutive workdays.

(2) In situations where the leave approving official can show the technician has abused sick leave.

(a) Technicians will be advised in writing that evidence to support the use of sick leave will be required.

(b) A medical certificate signed by a physician will be required for personal sickness or family care.

(c) This requirement for evidence will be reviewed after six months to determine if the abuse has been corrected. If the abuse has been corrected, these requirements will be terminated.

f. Management has the authority to validate the employee's requirement for which sick leave was granted.

g. Management will consider allowing an employee to perform light duty for periods of less than ninety (90) days to help reduce the loss of accumulated sick leave providing a statement is obtained by the employee from a physician indicating that the employee is capable of performing light duty.

14-3. Excused Absences. Absences from duty administratively authorized which do not result in a charge to any kind of leave or in loss of pay are excused absences. The following are examples for which excused absence may be granted.

a. To take either a mental or physical examination as a condition of employment.

b. To attend conferences or conventions whenever it has been determined by the Adjutant General or his designee



that such attendance will serve the best interest of the Federal Government. (National Guard)

c. For time required to vote where polls are not open at least three hours before or after the regularly scheduled working hours. Adequate time for voter registration where required to register in person by law.

d. To serve as blood donors.

e. When the facility is closed (normally not to exceed three (3) days) by the Adjutant General of Indiana.

#### 14-4. Granting of Compensatory Time Off.

a. Compensatory time earned may be taken in fifteen minute increments.

b. Compensatory time off must be requested by the employee and will be taken within the periods specified by regulations.

14-5. Leave Without Pay to serve with American Federation of Government Employees. Leave Without Pay (LWOP) may be granted to a member of the unit of recognition, subject to the approval of the Adjutant General of Indiana, to serve on a temporary basis as an officer or representative of the American Federation of Government Employees. Leave Without Pay, if granted for this purpose, will be authorized not to exceed one (1) year and only for one (1) employee at a time. When an employee is granted LWOP under this provision, he or she will be returned to his/her position or a position of like seniority, status and pay if such position exists, or the nearest approximation.

14-6. LWOP may be granted at the discretion of the employer.

## ARTICLE 15

### HOURS OF WORK

#### 15-1. Definitions:

a. *Administrative workweek* means a period of 7 consecutive calendar days designated in advance by the Employer.

b. *Tour of duty* means the hours of a day (a daily tour of duty) and the days of an administrative workweek (a weekly tour of duty) that constitute an employee's regularly scheduled administrative workweek.

15-2. The normal administrative workweek has been established by the Employer as Monday through Sunday. The normal tour of duty has been established by the Employer as Monday through Friday from 0730 to 1600 each day with a one-half hour lunch period.

15-3. It is understood that the Air Commander has been delegated the authority by the Employer to establish additional tours of duty, to include compressed tours in accordance with applicable laws and regulations, which may be required to accomplish the mission of the activity, which includes support of flying requirements. When the Air Commander determines additional tours of duty are required to support flying requirements (i.e. Tuesday through Saturday), management will use a rotational process to schedule employees for the newly established tour of duty when possible.

15-4. Except for unforeseen and uncontrollable situations which would seriously handicap management from carrying out its functions, or substantially increase costs, employees will be notified ten (10) work days in advance of a change in tour of duty. Changes made necessary by injuries or illness may be made by the supervisor with minimum notification only. A proposed change to an individual's established tour of duty may be submitted to the first line supervisor for approval.

15-5. Management recognizes the Union's right to initiate Impact and Implementation (I&I) bargaining and agrees to

notify the Union as far in advance as possible of a change to any tour of duty prior to its implementation.

15-6. If a request for I&I bargaining has not been received by Management within ten working days after receipt of the notice of change, the change will occur as planned. However, when required, the Air Commander or his designee will I & I bargain with the Union prior to the implementation of the change.

15-7. At a minimum all tours of duty will be reviewed through the Partnership Process prior to 1 October of every year to obtain Union input concerning tours of duty.

15-8. A minimum of two hours compensatory time will be granted employees who are called back to work during a period of time not connected with their scheduled tour of duty. It is understood that such compensatory time will be accrued from the time the employee reports for work to the appropriate supervisor in response to the call.

15-9. Compensatory time will be granted employees directed to perform work in excess of their normal tour of duty within any one working day. Employees directed to work overtime, will be directed to work in 15 minute increments and each increment of 15 minutes will be annotated on the employee's Time and Attendance Record. A combination of regular scheduled work and mandatory overtime guidelines are outlined in a memorandum of understanding. Labor and management have agreed to participate in a compressed work schedule program as stated in INTPR 904. Application of this program is in compliance with Chapter 61 Title 5 USC. In the case of a full-time employee, an 80 hour bi-weekly basic work requirement is scheduled for less than 10 workdays.

15-10. When work on a holiday or overtime is required, assignment will, when possible, be rotated among the employees; however, primary consideration will be given to the skill required and the mission to be performed. It is not intended that overtime be assigned as a reward or a penalty. When questions arise regarding overtime and holiday assignments, which cannot be resolved by the immediate supervisor, the Union may present the matter to the Partnership Council. When required to work on a Holiday (or in lieu of a Holiday) within the employee's scheduled tour of duty, the employee will be compensated by holiday pay in accordance with applicable pay regulations.

15-11. Short rest periods not to exceed 15 minutes during each four hours of continuous work may be permitted when management determines such periods to be beneficial and/or necessary and that meet the criteria/guidelines of the Employer. Such rest periods will normally be scheduled at or near the midpoint of the four/five hour period; however, in order to maintain section operations, rest periods, when granted, may be staggered. Rest periods will not, however, be a continuation of lunch and will not be granted immediately after the beginning of the tour of duty or immediately before the tour of duty terminates.

15-12. Employees will normally be allowed a reasonable amount of time during their tour of duty to obtain and replace work tools and materials, clean work areas/machinery required in performance of their job assignment. Normally, this does not include the change of clothes at the beginning or end of the tour of duty. Supervisors may permit a reasonable amount of time, consistent with the nature of the work performed, for employees to cleanup when they are involved in abnormally dirty work and/or handling toxic materials.

15-13. Unavoidable absences and tardiness of less than 15 minutes may be excused for a cause considered to be reasonable by the employee's first line (immediate) supervisor. Absences and tardiness which exceed 15 minutes but are less than one hour may be excused by the immediate supervisor. If any absence or tardiness is to be charged to annual leave, the charge must be in multiples of one hour and employees will not be required to work during the period they are charged annual leave. Absences documented under these circumstances may become the basis for disciplinary action. However, tardiness or unavoidable absence which has been excused will not be a basis for disciplinary action. First line supervisors will make every effort to be consistent, fair, and equitable when executing a decision to excuse an employee's tardiness.

15-14. If work is required on a Sunday the employee's tour of duty will reflect that day as a scheduled duty day.

## ARTICLE 16

### TRAVEL AND TEMPORARY DUTY

16-1. Entitlements such as pay, per diem, transportation and allowances for employees will be determined using JTR Volume II, and other applicable regulations. Employees selected for TDY assignments will be briefed on entitlements by their supervisor or other management official. Except for circumstances beyond management's control, this briefing will occur at least 14 calendar days before departure, or at a minimum, in sufficient time to give the affected employee an opportunity to complete necessary travel arrangements.

16-2. When immediate TDY assignments are necessary to meet emergency mission requirements, a minimum of 24 hours notice will normally be given the employee. The Employer will consider the personal circumstances of employees selected for TDY under limited notification procedures and will attempt, when possible, to avoid undue hardships.

16-3. TDY orders will normally be published and distributed to affected employees two weeks prior to their scheduled departure except when uncontrollable situations occur. Employees will be allowed sufficient time for necessary travel arrangements to be made during the employee's normal tour of duty. Employees will normally not be required to commence official travel without valid written orders. However, in some situations, verbal orders may be necessary. When this occurs, verbal orders will be confirmed in writing, as expeditiously as possible in order to adequately protect the traveler.

16-4. Employees directed to perform official travel will be entitled to rates of allowances and amounts of reimbursement which are consistent with the provisions of Vol II, Joint Travel Regulations.

16-5. The parties agree that official TDY travel performed by military technician employees will be administered in accordance with appropriate travel regulations as modified under law or other outside authority.

16-6. The individual traveler is responsible for the certification of completed TDY travel vouchers for authenticity and accuracy. Individuals will submit completed travel vouchers to the Accounting and Finance Section for processing. It is understood the Travel Approving Official may deny claims when travel is performed in other than the manner authorized or approved in accordance with JTR.

16-7. Supervisory control of TDY missions or assignments will be vested in appropriately appointed management officials. In the case of group TDY, an appropriate management official will be designated as the mission/trip supervisor. In the case of individual TDY or group TDY without an appropriate management official, supervisory control will be exercised from home station.

16-8. Any deviation from original TDY orders or instructions to employees on TDY will be referred to the appropriate management official for approval. Any unforeseen events which would alter or change original TDY orders or instructions will be evaluated and a request for adjusted orders or instructions will be made to the appropriate management official by the individual or senior technician on the scene.

16-9. When planning TDY in advance, management will attempt to avoid scheduling such TDY travel to begin or end on the employee's legal holiday.

16-10. Travel will be arranged within an employees scheduled compressed workweek when practical. If travel is required on a Sunday, the employee's tour of duty will reflect that day as a duty day.

16-11. Selection of employees for temporary duty assignment will be made by appropriate supervisors based on official necessity and qualification of the individuals to best perform the service required without regard to sex, race, religion, or national origin. The supervisor will consider such factors as personal hardships and qualified volunteer candidates in the selection process. Employees will perform their duties while on temporary duty assignment in the same manner as they would perform their duties at home station.

16-12. During TDY's the employer agrees to provide transportation for employees to and from work, and to and from a local eating establishment. Vicinity travel will be paid to employees who are authorized to use their POV. An employee will not be required to use their POV for government use.

16-13. During a TDY, an employee cannot be forced to take leave due to a delay in work load at the deployed site.

## **ARTICLE 17**

### **JOB CLASSIFICATION**

17-1. New employees will receive a copy of their position description from the Human Resources Management Office. Employees will also receive major changes in their Position Description.

17-2. A technician may appeal the grade, title, or series of the position he officially occupies or the coverage of his/her position under the Federal Wage System or the General Schedule, as applicable.

17-3. Any employee who believes his position is improperly classified will first consult with his or her supervisor for information regarding the classification of his position. Consultation may also be arranged for the employee by the supervisor or other local management official with appropriate representatives of the Human Resources Management Office in an effort to resolve the employee dissatisfaction in an informal manner.

17-4. In the event the employee's dissatisfaction concerning the classification of his or her position cannot be resolved informally, the employee will be informed by the supervisor, other local management official or Human Resources Management Office as to the proper procedures for filing a classification appeal and the proper channels for submittal. An employee may designate a representative of his or her own choosing to assist in the preparation of an appeal.

17-5. Employees in the unit of recognition affected by a change in classification of their position will receive appropriate written notification.

17-6. The Union will be furnished a copy of the National Guard Bureau implementing instructions when a position description is issued based upon new job standards. This information will be disseminated by local management at the Base after it is received from the Human Resources Management Office.

17-7. All desk audits required by National Guard Bureau classification release packages will be completed prior to the implementation date of the job description.

## **ARTICLE 18**

### **MERIT PROMOTIONS AND PLACEMENTS**

18-1. The Merit Promotion and Placement Plan will be administered as per MDI-TPP 300-1, dated 1 January 1995, Change 1, dated 15 September 1995, Change 2, dated 1 August 1996, and appropriate regulations.

18-2. Details and Temporary promotions are intended for meeting temporary needs of the installation's work program and will be based upon a bona fide requirement.

18-3. When practical, first consideration will be given to employees of the section in which the detail is required. However, other considerations will also be taken into account such as workloads, experience, and qualifications of the employees, job to be performed, etc. Management reserves the right to make the assignment based on these considerations.

18-4. If a requirement for a detail arises; employees may volunteer for the assignment and make their availability

known to local management. Except where details or temporary promotion are made to a higher graded position under competitive promotion procedures, consideration will be given to rotating employees consistent with their availability, the needs of the installation, and qualifications of the individual. Employees will be advised as soon as possible that they are being detailed to another position.

18-5. It is agreed that when an employee in the unit is detailed into a position in which they have no previous experience, they will not be expected to immediately perform the duties with the same skill as the incumbent of such position.

18-6. If an employee has a personal problem which he feels would impose a severe hardship or affect his performance in a position to which detailed, management will make an effort to resolve the situation.

18-7. Placements in excess of 30 days to a grade of higher pay will be considered a temporary promotion if commensurate with assigned duties and responsibilities.

## **ARTICLE 19**

### **REDUCTION-IN-FORCE**

19-1. The Employer recognizes that certain actions may be necessary to minimize the impact of a RIF and intends to give maximum protection to current technicians who will be adversely affected by a RIF. A Reduction-In-Force occurs when it is necessary to release a technician from his or her competitive level by separation, change to a lower grade, reassignment involving displacement, or furlough for more than 30 days.

a. The Employer agrees to notify the Union when notification is received that a Reduction-In-Force (RIF) may occur which affects positions within the unit of recognition.

b. A written general notice may be issued when it is not possible to determine specifically all individual actions to be taken as a result of an impending RIF. When a general notice is necessary, it will be issued as soon as possible after it is known a RIF may occur.

c. A specific written notice will be issued to each employee affected at least 60 calendar days before the effective date of the action. This notice will state the specific action to be taken and options to be offered the individual.

d. It is recognized that during a RIF a temporary hiring freeze will be implemented in the recruitment of permanent employees. It is understood that the Employer retains the right to advertise and fill essential vacant positions which are not affected by the RIF in order to carry out the mission of the agency.

e. Lateral reassignment of employees to a position for which they are qualified will be considered when implementing a reduction-in-force. It is understood an employee has no right to assignment to a position with a higher grade than his own. Lateral reassignments from functional areas specifically affected by a RIF and filling vacant positions will be postponed until retention registers have been accomplished in order that due regard may be given to retention standing of employees released from their competitive level.

#### **19-2. Optional Retirement:**

a. Employees eligible for optional retirement may elect to retire in order to reduce the impact of the RIF on other affected employees.

b. The Employer agrees to give first consideration to employees released from their competitive level prior to filling vacant positions in other functional areas at the Base. Consideration will also be given to the retention standing of displaced employees.

c. It is understood that employees who have a temporary appointment with a specific time limit or indefinite

appointment may not compete with permanent employees for retention.

d. Ordinarily after all technicians who are not competing are eliminated, competing technicians will be selected for release from the competitive level in the inverse order of their retention standing.

19-3. Retention Registers. Retention registers will be established based upon competitive levels, and will be prepared before specific notices are issued.

19-4. Competitive employees who are affected by a reduction-in-force will compete with other competitive employees under the same National Guard Bureau Reduction-In-Force regulation as utilized for excepted technicians.

19-5. Management will make every effort to assist employees separated by a RIF to locate a job in other agencies if they desire such assistance. Upon request, employees will be counseled regarding the possible opportunities available in seeking other employment with such agencies.

## **ARTICLE 20**

### **DISCIPLINARY ACTIONS AND APPEALS**

#### **20-1. Examination of an Employee:**

a. It is agreed the Union shall be given an opportunity to be represented at any examination of an employee in the bargaining unit by a representative of the Employer in connection with an investigation if the employee: (1) reasonably believes the examination will result in disciplinary action against the employee, and (2) requests representation.

b. Technicians may be represented by the Union at any stage of the proceedings subsequent to the issuance of a written notice of proposed action.

20-2. Formal disciplinary actions consist of oral admonishment and written reprimands. Suspensions, change to lower grade and removals are further defined as adverse actions. Disciplinary actions will be taken only for just cause.

20-3. The provisions of this article apply only to disciplinary actions as described in Section 2, above.

20-4. When a proposed notice of adverse action is issued, the employee will be given an opportunity to reply to the charges, orally or in writing or both, using the assistance of a representative if desired.

20-5. Before making a determination as to whether or not a disciplinary or adverse action is warranted, the supervisor or management official may undertake preliminary investigations and discussions with the employee or employees. If desired, the employee may request Union representation in accordance with Section 1 of this article. If this request is made by the employee, no further questioning will take place until arrangements have been made to have the Union representative present at the examination/investigation meeting.

20-6. When a written reprimand or decision letter concerning an adverse action is issued to an employee within the unit of recognition, an extra copy will be furnished to the employee so that he/she may furnish a copy to the Union, if desired.

20-7. After a 12 month period without any further behavioral problems, an employee may request a meeting with his/her supervisor to discuss the supervisor's option to remove a Letter of Reprimand from the employee's records prior to the original removal date specified in the Letter of Reprimand. This same process may be used to have an Oral Admonishment that was confirmed in writing removed, except the period shall be 3 months.

#### **20-8. Adverse actions will be processed as follows:**

a. A written notice of the proposed action will be provided the employee. However, in emergency situations or

special circumstances, the Employer may take an action prior to the issuance of a written notice of proposed action. The notice will specify the action proposed, the reasons for it, the proposed effective date and provide an opportunity for the employee to reply. The reply will be considered before a decision is made provided the answer is submitted within the time allowed for an answer as specified in the proposed notice. The time allowed, for a reply will be sufficient to afford ample opportunity to prepare an answer and to obtain any affidavits to be submitted to refute the charges. Normally, the time allowed for a reply will not exceed 10 calendar days.

b. A written notice of original decision will be issued to the employee and an extra copy will be provided for the employee to give his/her representative, if any. This notice will specify the action decided upon, the effective date, and will advise the employee of the right to appeal, that the appeal must be in writing, the time limit for the appeal, and where further information about appeal rights may be obtained.

c. A hearing, if requested as a result of an original decision, will be scheduled at the earliest practicable date and should be conducted within 30 days from the date a Hearing Examiner is approved. If an employee elects to appeal an adverse action, the appeal may be submitted at any time within the 15 calendar days after receipt of the notice of original decision.

d. When the employee does not elect to have the Union represent him or her, the Union will be permitted to have an observer present at the hearing held as the result of an adverse action appeal, provided the employee does not object to such attendance on grounds of privacy. However, it is understood that Management may also object to attendance of a Union observer and in this event, the Hearing Examiner will determine the validity of the objection and make a decision on the question of attendance.

e. The Employer agrees to remain impartial with regard to appeal cases, and will not, to the extent possible, intentionally honor any ex parte communications from any management official with reference thereto until the facts and recommendations are provided by the Hearing Examiner for the final decision on the case.

20-9. As far as is administratively practicable, employees will be made available as witnesses when requested by the individual conducting the hearing. If the Employer determines that it is not administratively practicable to comply, the reasons for such determination will be furnished the individual conducting the hearing, and he will decide whether or not the reasons are valid. Witnesses will be assured of whether or not the reasons are valid. Witnesses will be assured of freedom from restraint, interference, coercion, discrimination or reprisal on presenting their testimony. Employees who serve as witnesses will be on official time if they are in a technician duty status.

20-10. The hearing will be recorded and transcribed verbatim at the Employer's expense. The employee or his/her representative will be given or mailed a copy of the transcript. ~ ?

20-11. The Adjutant General will render his final decision by considering the Hearing Examiner's recommendations and issue his decision on the appeal or take a less severe action than that recommended by the examiner, without regard to the examiner's recommendations. The employee and his representative will be furnished a copy of the Adjutant General's findings and final decision. In accordance with Section 709e, Public Law 90-486, an appeal may not extend beyond the Adjutant General since he is the deciding authority.

20-12. If a proposed disciplinary action is determined to be unfounded and action is not warranted, no record will be maintained in the employee's Official Personnel Folder.

## **ARTICLE 21**

### **GRIEVANCE PROCEDURE**

21-1. Purpose. The purpose of this Article is to provide a mutually acceptable method for prompt and equitable settlement of grievances.

21-2. Scope. A grievance means any complaint:



- a. By any employee concerning any matter relating to the employment of the employee,
- b. By the Union concerning any matter relating to the employment of any employee; or
- c. By any employee, the Union or the Employer concerning:

- (1) The effect or the interpretation or a claim of breach of a collective bargaining agreement:

- (2) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

- d. Except that it shall not apply with respect to any grievance concerning:

- (1) Any claimed violation relating to prohibited political activities; or

- (2) Retirement, life insurance, or health insurance; or,

- (3) A suspension or removal under 5 USC 7532.

- (4) Any examination, certification or appointment.

- (5) The classification of any position which does not result in the reduction in grade or pay of an employee.

- (6) Classification decisions involving reduction in grade and pay made by the National Guard Bureau.

- (7) Actions and appeals addressed in Section 709e (1) thru (5), PL 90-486.

- (8) Performance Rating appeals

- (9) Non-selection for promotion from a group of properly ranked and certified candidates in the absence of a prohibited personnel practice.

21-3. This negotiated procedure shall be the exclusive procedure available to the parties and employees in the unit for resolving grievances which fall within its coverage except as otherwise specified in this article.

21-4. Department heads as referred to in this article are defined as the supervisors who report directly to the Air Commander in the organizational structure of the full time Air Technician staff.

21-5. In the event either party should declare a grievance non-grievable or non-arbitrable, the original grievance shall be considered amended to include this issue. Management may raise any questions of grievability or arbitrability of a grievance at any time during this procedure. However, it is recognized that an effort should be made to raise the issue as early in the grievance Process as possible. All disputes of grievability or arbitrability, if not resolved by the parties, shall be referred to arbitration as a threshold issue in the related grievance.

21-6. Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The Employer and the Union agree that every effort will be made by Management and the aggrieved party(s) to settle grievances at the lowest possible level. Both parties agree that the filing of a grievance shall not be construed as reflecting unfavorably on the grievant. Necessary time, not to exceed four hours during work hours will be allowed employees who are in a normal technician duty status for the preparation of a grievance. If required, employees in a technician duty status will be allowed a reasonable amount of time to present their grievance in accordance with these procedures.

21-7. All time limits in this article may be extended by mutual consent.

21-8. Grievances at Step 2 and above will be submitted in writing and shall include the following information:

- a. The issue or event which gave rise to the grievance.
- b. Date grievance is presented.
- c. An explanation of the circumstances or action that prompted the grievance.
- d. When the action or event occurred.
- e. Signature of grievant(s)
- f. Relief or adjustment desired.
- g. Name or representative, if any.

21-9. It is understood technicians in the unit of recognition have a right to present a grievance on their own behalf and have them adjusted without the intervention of the exclusive representative if the technician so desires; however, the exclusive representative shall be given the opportunity to be present during the grievance proceeding. If a representative is requested by the technician, for presentation of a grievance under this procedure, it is understood the representative shall be an officer or steward of the local unit of recognition for those grievances presented at Steps 1 and 2.

#### 21-10. Employee Grievances.

Step 1. Any grievance shall first be taken up orally by the concerned employee or Union representative if requested by the employee with the employee's first line supervisor in an attempt to settle the matter. If the grievance was presented orally, the decision will be oral; however, a grievance form will be prepared by the supervisor outlining the grievance and his decision. A copy of the grievance form will be furnished the individual and the supervisor. The form used for the purpose of recording the grievance presented under this step shall be the form found at the end of this article. Grievances must be presented within 15 calendar days after the specific action or event which prompted the grievance.

Step 2. If the matter cannot be satisfactorily resolved at the first line supervisor level, (Step 1) the employee may, within 7 calendar days, submit the matter, in writing, to the departmental head defined in Section 4 above. The departmental head shall make an effort to resolve the matter and shall have seven (7) calendar days from the date the grievance is received in which to consider the complaint and issue a written answer.

Step 3. If the grievance is not settled at Step 2 the Union representative or the aggrieved employee may within seven (7) calendar days, forward the grievance to the Air Commander for future consideration. The Air Commander or his representative will review the grievance, consult with the department head, the Union representative or the aggrieved employee, and give the Union representative or aggrieved employee his written answer within 7 calendar days after receipt of the grievance.

Step 4. If the grievance is not settled at Step 3 the aggrieved employee or the Union representative may, within five (5) calendar days, forward the grievance to the Adjutant General for further consideration. The Adjutant General or his representative will review the grievance and issue a written answer within fifteen (15) calendar days after the receipt of the grievance.

Step 5. If the grievance is not satisfactorily settled at Step 4 the Union or the Employer may refer the matter to arbitration. The parties agree that throughout the grievance process and prior to invoking arbitration, every effort shall be made to resolve the grievance.

#### 21-11. Procedure - Union or Management Initiated Grievances.

a. Union Grievances. Grievances which impact on more than one employee will be processed as outlined below; however, it is understood this procedure will not be used to circumvent the employee grievance procedures outlined in

## Section 10.

Step 1. The grievance shall be presented in writing to the department head in whose area the grievance is initiated within 30 calendar days after the action or event which prompted the grievance. The department head will attempt to resolve the matter and issue a decision within 10 calendar days after the grievance is received.

Step 2. If the matter is not resolved at Step 1 the Union may submit the grievance in writing to the Air Commander within 10 calendar days after receipt of the department head's answer. The Air Commander or his representative will meet with the Union President or his representative within 10 calendar days after receipt of the grievance to discuss the matter. The Air Commander will provide the Union his written decision on the grievance within 10 calendar days of the meeting.

Step 3. If the grievance is not settled at Step 2, the Union may forward the grievance to the Employer for a final review and decision. In this event the grievance must be submitted in writing within ten (10) calendar days after receipt of the Air Commander's decision and must include the date, basis for the grievance, to include all relevant facts, employees involved, (if appropriate) specific violations alleged, the relief sought and the Air Commander's written decision.

b. Management Grievances. If management at the Base desires to initiate a grievance under the provisions of this article, the Air Commander shall submit the grievance in writing to the President of the Union. The Air Commander or his representative and Union President or his representative will meet within ten (10) calendar days after the grievance is initiated to attempt to resolve the issue. The Union will provide a written response to the Management grievance within 10 calendar days of the meeting. If the grievance is not resolved as a result of such a meeting, the Air Commander may refer the matter to the Employer. In the event the Employer believes the Management grievance to be valid, the Union President will be notified and requested to meet with the Employer or his representative in an attempt to resolve the matter.

c. If the grievance is not settled by the above procedures, the grieving party (Union or Management) may refer the matter to arbitration.

## GRIEVANCE FORM

1. DATE:	2. GRIEVANT'S NAME:	3. POSITION TITLE:			
4. SHOP/OFFICE:					5. DUTY PHONE:
6. HOME ADDRESS:					7. HOME PHONE:
8. GRIEVANCE PRESENT TO:					9. DATE OF INCIDENT:
10. CONTRACT/REGULATION REFERENCES: (OR OTHER IF REQUIRED)					
11. DETAIL OF GRIEVANCE: (ATTACH SEPARATE SHEET(S) IF REQUIRED) EXPLAIN IN DETAIL THE INCIDENT/ACTION ON WHICH THIS GRIEVANCE IS BASED PROVIDING NAMES, DATES AND LOCATIONS AS APPLICABLE.					
12. SPECIFIED RELIEF REQUESTED: (ATTACH SEPARATE SHEET(S) IF REQUIRED)					
13. GRIEVANCE STEP: (INITIAL, DATE AND ATTACH PREVIOUS DECISIONS)					
	INFORMAL	STEP 1	STEP 2	STEP 3	ARBITRATION
INITIALS					<input type="checkbox"/> YES _____
DATE					<input type="checkbox"/> NO _____
14. REPRESENTATIONAL REQUEST (CHECK APPROPRIATE BLOCK & GRIEVEANT INITIAL)  <input type="checkbox"/> UNION REPRESENTING GRIEVANT _____  <input type="checkbox"/> UNION NOT REPRESENTING GRIEVANT _____			15. GRIEVANT'S SIGNATURE  <div style="height: 60px;"></div>		
16. REPRESENTATIVE:			17. RECORD OF RECEIPT: (SUPERVISOR AT EACH STEP - SIGN & DATE)		
			SIGNATURE		DATE
			STEP 1		
			STEP 2		
			STEP 3		

## **ARTICLE 22**

### **ARBITRATION**

22-1. If the Employer or the Union fail to settle any grievance processed under the negotiated grievance procedure, the party desiring to invoke arbitration shall notify the other party in writing, within 30 calendar days after issuance of the final decision.

22-2. Within seven (7) calendar days from the date the notification is received, the parties' will normally submit a joint request to the Federal Mediation and Conciliation Service to provide a list of seven (7) impartial persons qualified to act as arbitrator. The parties shall meet within ten (10) calendar days after receipt of such list to select an arbitrator. If the parties cannot mutually agree upon one of the listed arbitrators, then the Employer and the Union will each strike one name from the list and will then repeat this procedure until one person remains who shall be the duly selected arbitrator.

22-3. The Federal Mediation and Conciliation Service will make a direct designation of an arbitrator to hear the case if jointly requested by the parties.

22-4. If the parties fail to agree on a joint submission of the issue for arbitration, each party shall submit a separate submission and the arbitrator shall determine the issue or issues to be heard based on the grievance submitted.

22-5. The arbitrator's fee and travel expenses, if any, shall be borne equally by the Employer and the Union. Travel and per diem allowances shall not exceed the maximum amounts provided by Volume II, JTR. The arbitration hearing will be held, if possible, on the Employer's premises during the regular day shift hours of the basic work week (Monday' thru Friday). Those technicians required to be present during the hearing, who are not in a leave status, shall be on official time.

22-6. The arbitrator will be requested to render his decision as soon as possible, but generally not later than 30 days after the conclusion of the hearing.

22-7. The arbitrator's award shall be binding on the parties, except that either party may file an exception to the award with the Federal Labor Relations Authority in accordance with the provisions of Section 7122, PL 95-454.

22-8. Arbitration under this article will normally be conducted as oral proceedings with no verbatim transcript and no filing of briefs; however, it is understood that in some cases, a verbatim transcript and/or the filing of briefs may be necessary; if so, the transcript will be paid for by the requesting party. If the parties mutually agree a transcript is necessary, or the arbitrator objects to oral proceedings due to the complexity of the case, the cost will be shared equally by the parties.

22-9. Unless an arbitrator has decided a grievance is not arbitrable, and if time permits, the arbitrator shall be requested to hear arguments regarding both the arbitribility and the merits of the case at the same hearings. In complex cases, it is understood it may be necessary to consider the matter of arbitrability and the merits of the grievance at different times.

22-10. The arbitrator may award attorney fees in accordance with the provisions of the Civil Service Reform Act.

22-11. The arbitrator shall consider and decide only the specific issues(s) submitted him, in writing by the parties, and shall have no authority to make a decision on any other issue not submitted to him.

## **ARTICLE 23**

### **MISCELLANEOUS**

23-1. The Employer agrees to print the formal agreement in sufficient quantity to permit initial distribution of one copy for each employee covered by the bargaining unit at the Base . Twenty (20) additional copies will be provided for the Union. The cost of printing this agreement will be borne by the agency (Employer). Copies of this agreement will be printed on 8 1/2" X 11" inch paper.

23-2. When either party believes an Unfair Labor Practice has been committed, the matter will first be brought to the attention of the Air Commander, at the Base, or the Union President, as applicable, at least 15 days before the other party files an official complaint, so that the parties may attempt to settle the issue in a less costly and formal manner.

23-3. The parties agree that all military technician employees are required to conform to applicable military grooming standards, customs and courtesies in accordance with applicable NGB policies and regulations.

23-4. It is understood that the employees covered by this agreement do not have any rights individually or collectively to strike, engage in a work stoppage or slowdown, or otherwise interfere by concerted action in any way at any time with the accomplishment of assigned work. In the event that an employee or employees violate this section, the Union agrees to take affirmative action to prevent or stop such violation. It is further understood that all employees who engage in such actions may be subject to disciplinary actions up to and including termination.

## **ARTICLE 24**

### **DURATION OF AGREEMENT**

24-1. This agreement will remain in full force and effect for three (3) years from the date of legal review by the Agency. However, either party may give written notice to the other of its intention to reopen and amend or modify the agreement. This notification must be submitted 60 to 90 days prior to the end of the eighteenth month after the effective date of this agreement.

24-2. Either party may give written notice to the other party, of its intention to amend, modify or renegotiate this agreement. This notification must be submitted 90 to 120 days prior to the expiration date of this contract. Upon notification the parties shall meet for the purpose of stated above, but not later than 60 calendar days prior to the expiration date. The parties will continue to negotiate in good faith on a regular basis, on those articles under consideration. The present agreement will remain in effect until a legal review of the new agreement has been approved by the Agency.

24-3. If neither party serves notice to renegotiate this agreement, the agreement shall be automatically renewed for 3 year periods, subject to the other provisions of this article.

In WITNESS T<sup>H</sup>EREOF, the parties hereto have entered into this agreement on this 1st day of February 2000.

FOR THE EMPLOYER:

FOR THE LABOR ORGANIZATION:

