

Labor/Management Agreement  
Between The  
Adjutant General  
New Jersey National Guard  
And The  
Association of Civilian Technicians  
New Jersey Air Chapter # 124

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## PREAMBLE / PREFACE

Pursuant to the policy set forth in Public Law 95-454, and subject to all currently applicable statutes, regulations issued by the U.S. Office of Personnel Management, Department of Defense, or other higher authority, the following articles constitute an agreement by and between the Adjutant General, 177<sup>th</sup> Fighter Wing, New Jersey Air National Guard, hereinafter referred to as the Employer, and the Association of Civilian Technicians, New Jersey Air Chapter Number 124, hereinafter referred to as the Association

This Agreement identifies the mutual interests of the parties hereto, which have the intention and purpose to:

- 1) Promote and improve the efficient administration of the Federal services and the well being of employees within the meaning of PL 95-454.
- 2) Provide and improve the highest degree of efficiency in the accomplishment of the mission of the 177<sup>th</sup> Fighter Wing, New Jersey Air National Guard.
- 3) Establish a basic understanding relative to personnel policy, practices and procedures and matters affecting other conditions of employment within the jurisdiction of the Adjutant General.
- 4) Provide means for amicable discussion and adjustment to matters of mutual interest.
- 5) Promote employee communication and information of personnel policy and procedures.

## ARTICLE : 1

### GENERAL PROVISIONS

#### 1-1 DEFINITIONS:

Adverse Action – An Adverse Action is defined as an administrative action resulting in suspension, removal, reduction in grade or reduction of the compensation of an employee.

Authority – means the Federal Labor Relations Authority

Confidential Employee – An employee who acts in a confidential capacity with respect to an individual who formulates or effectuates management policies in the field of labor-management relations.

Consult – To meet so as to consider non-binding views or ideas.

Disciplinary Action – Disciplinary actions are defined as oral admonishments or letters of reprimand.

Emergency –An unexpected, serious occurrence or situation urgently requiring prompt action, such as, but not limited to, a condition posing a threat to human life or property. The employer reserves the right to determine when an emergency exists. At such time, the employer will notify a union official.

Employer –The Adjutant General, New Jersey National Guard.

HRO – Human Resources Office.

Labor Organization -As defined in 5 USC, Chapter 71, Section 7103(a)(4).

Management Official - An individual who formulates, determines, or influences the policies of the agency.

National Union Official– A.C.T. National representatives or officer

Negotiate – To confer so as to come to terms or reach an agreement.

#### Official Time

(a) Any employee representing an exclusive representative in the negotiation of a collective bargaining agreement under U.S.C. 5 Chapter 71, section 7131 shall be authorized official time for such purposes, including attendance at impasse proceeding, during the time the employee otherwise would be in a duty status. The number of employees for whom official time is authorized under this subsection shall not exceed the number of individuals designated as representing the agency for such purposes.

(b) Any activities performed by any employee relating to the internal business of a labor organization (including the solicitation of membership, elections of labor organization officials, and collection of dues) shall be performed during the time the employee is in a non-duty status.

(c) Except as provided in subsection (a) of this section, the Authority shall determine whether any employee participating for, or on behalf of, a labor organization in any phase of proceedings before the Authority shall be authorized official time for such purpose during the time the employee otherwise would be in a duty status.

(d) Except as provided in the preceding subsections of this section (1) any employee representing an exclusive representative, or (2), in connection with any other matter covered by this chapter, any employee in an appropriate unit represented by an exclusive representative, shall be granted official time in any amount the agency and the exclusive representative involved agree to be reasonable, necessary, and in the public interest.

Promotion – The movement of an employee, while serving continuously within the same agency, to a position at a higher grade level.

Steward- Union representative to whom the union assigns various representational functions, i.e. investigating and processing grievances, change of working conditions.

Supervisor - Under title 5, United States Code, section 7103(a)(10), a supervisor is an individual employed by an agency having authority in the interest of the agency to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove employees, to adjust their grievances, or to effectively recommend such action, if the exercise of the authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgment, except that, with respect to any unit which includes firefighters or nurses, the term 'supervisor' includes only those individuals who devote a preponderance of their employment time to exercising such authority.

Uncommon – An action or event that is outside the normal schedule and consisting of extenuating circumstances beyond the immediate control of the Employer or an agent of the employer. Uncommon missions or requirements usually arise on relatively short notice as directed by the Employer or an agent of the employer.

Union Official – Chapter 124 officers and representatives. This would include a Union representative appointed in writing.

## **1-2 BARGAINING UNIT:**

APPROPRIATE UNIT (BARGAINING UNIT). A grouping of employees that a union represents or seeks to represent and that the FLRA finds appropriate for collective bargaining purposes.

The Association of Civilian Technicians is the exclusive representative for all wage grade (WG) and general schedule (GS) technicians employed by the New Jersey Air National Guard, with the exception of management officials, supervisors, professional employees and employees described in 5 USC Section 7112 (b) (2), (3), (4), (6), and (7).

**1-3 GENDER REFERENCES:**

It is agreed that for the purposes of this agreement, reference to the word he is intended to include both the masculine and feminine genders, unless otherwise specifically addressed therein.

**1-4 CONTRACT ENFORCEMENT:**

The Association and Employer recognize the joint responsibility for the administration and enforcement of this agreement. The parties agree not to harass, coerce, reward, or encourage employees to violate this agreement.

**1-5 CONTRACT PRINTING:**

The contract will be in standard form, approximately 8 1/2 X 11. The Employer will bear the initial cost of printing this agreement. This will be accomplished not later than 60 days after the effective date of this agreement. The parties agree to mutually arrange a one-time issue of the agreement to all bargaining union members, with an additional 20 copies given to the Association President.

**1-6 CONTRACT PROVISIONS TRAINING:**

Following completion of the contract negotiations and agency approval, an informational briefing will be conducted for management and bargaining unit members.

## ARTICLE 2

### LABOR MANAGEMENT RELATIONS

#### 2-1 MANAGEMENT'S RIGHTS: PUBLIC LAW 95-454:

2-2 In the administration of this agreement, the parties shall be governed by existing and future laws, and applicable government-wide regulations.

#### 2-3 Management Rights U.S.C Title 5, Chapter 71, Section 7106

(a) Subject to subsection (b) of this section, nothing in this chapter shall affect the authority of any management official of any agency -

- (1) to determine the mission, budget, organization, number of 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
    - (i) among properly ranked and certified candidates for promotion; or
    - (ii) 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 any agency and any labor organization from negotiating -

- (1) at the election of the agency, 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 agency will observe in exercising any authority under this section; or
- (3) appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

#### **2-4 .ASSOCIATION'S RIGHTS UNDER PUBLIC LAW 95-454, 5 USC, CHAPTER 71, SECTION 7114**

**EXCLUSIVE RECOGNITION:** Under the Federal Service Labor-Management Relations Statute exclusive recognition is normally obtained by a union as a result of receiving a majority of votes cast in a representational election. The Association is the exclusive representative of the bargaining unit and is entitled to act for, and negotiate agreements covering all technicians in the bargaining unit. The rights a union is accorded as a result of being certified as the exclusive representative of the employees in a bargaining unit include, among other things, the right to *negotiate* bargainable aspects of the conditions of employment of bargaining unit employees, to be afforded the opportunity to be present at *formal discussions*, to free dues *checkoff* arrangements and, at the request of the employee, to be present at *Weingarten* examinations.

**2-5 TECHNICIAN'S RIGHTS UNDER PUBLIC LAW 95-454, 5 USC CHAPTER 71:**

Each employee shall have the right to form, join, or assist any Labor Organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided under this chapter, such right includes the right -

- (1) to act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities, and
- (2) to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under chapter 5 U.S.C Chapter 71, Section 7102 .
- (3) Bargaining Unit Employees are not precluded from 5 USC Chapter 71, Section 7114, 5(a)
  - (a) Being represented by an attorney or other representative, other than the labor organization, of the employee's own choosing in any grievance or appeal action.
  - (b) Exercising grievance or appellate rights established by law, rule or regulation except in the case of grievance or appeal procedures negotiated within this agreement.
- (4) The Union has a right to be represented at any such grievance meeting, even if a bargaining unit employee elects not to be represented by the Union.

## Weingarten Rights

### EMPLOYEE'S RIGHT TO UNION REPRESENTATION

The rights of unionized employees to have present a union representative during investigatory interviews were announced by the U.S. Supreme Court in a 1975 case (NLRB vs. Weingarten, Inc. 420 U.S. 251, 88 LRRM 2689). These rights have become known as the Weingarten rights.

Employees have Weingarten rights only during investigatory interviews. An investigatory interview occurs when a supervisor questions an employee to obtain information, which could be used as a basis for discipline or asks an employee to defend his or her conduct.

If an employee has a reasonable belief that discipline or other adverse consequences may result from what he or she says, the employee has the right to request union representation. Management is not required to inform the employee of his/her Weingarten rights; it is the employee's responsibility to know and request.

When the employee makes the request for a union representative to be present management has three options:

- (I) it can stop questioning until the representative arrives,
- (II) it can call off the interview or,
- (III) it can tell the employee that it will call off the interview unless the employee voluntarily gives up his/her rights to a union representative.

The employer acknowledges a representative's right to assist and counsel employees during the interview.

The Supreme Court has ruled that during an investigatory interview management must inform the union representative of the subject of the interrogation.

If a Weingarten request is denied and the interview continues management may be subjected to an Unfair Labor Practice charge.

The Employer shall annually inform its employees of their Weingarten rights.

**2-6 RECOGNITION OF UNION OFFICIALS/STEWARDS:**

Management agrees to recognize the elected and appointed officers and stewards duly designated by the Union. Unless so designated by the Union in writing, no technician will be recognized as a union officer or steward.

**2-7 REPRESENTATION AT FORMAL DISCUSSIONS:**

FORMAL DISCUSSION Under 5 USC Chapter 71, section 7114(a)(2)(A), the exclusive representative must be given an 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 condition of employment*.

## ARTICLE 3

### IMPACT AND IMPLEMENTATION BARGAINING

Under 5 USC, Chapter 71, section 7103(a)(14), conditions of employment means personnel policies, practices, and matters, whether established by rule, regulation, or otherwise [e.g., by custom or practice], affecting working conditions, except that such term does not include policies, practices, and matters-- (A) relating to political activities prohibited under subchapter III of chapter 73 of this title; (B) relating to the classification of any positions; or (C) to the extent such matters are specifically provided for by Federal Statute.

**I & I (IMPACT AND IMPLEMENTATION) BARGAINING.** Even where the decision to change conditions of employment of unit employees is protected by management's rights, there is a duty to notify the union. Prior to implementation of a change in working conditions of bargaining unit employees, the Employer must provide the Association with reasonable notice of the change and an opportunity to bargain as to the appropriate arrangements regarding the impact and implementation of the change. Such bargaining will normally take place within five (5) working days. In uncommon instances management may not be able to afford the Association five (5) working days notice, on these occasions they will be notified as far in advance as possible. In most cases, early labor organization involvement will preclude the necessity for bargaining situations.

Management agrees to provide access to local drafts of appropriate regulations/policies affecting working conditions for review prior to implementation. If the labor organization desires to negotiate, management will be contacted within (3) three working days after receipt of the draft to establish a meeting time/place.

## **ARTICLE 4**

### **WAGE SURVEYS**

#### **4-1 NOTIFICATION:**

The Employer agrees to notify the labor organization in advance of any received wage survey announcements.

#### **4-2 LABOR ORGANIZATION PARTICIPATION:**

In the event the NJ National Guard is called upon to participate in a federal wage system survey, the Employer shall cooperate and release appointed employees to serve as data collectors throughout the duration of the data collection period only, unless the employer can demonstrate that circumstances directly related to the accomplishment of the work units' missions require their presence on their regular jobs. Survey requirements must be directly related to positions currently at the 177<sup>th</sup> Fighter Wing. The duration of the appointees' participation shall include training and the data collection period, not to exceed twelve working days. Employees serving as data collectors are considered to be in a duty status, rather than on leave.

## ARTICLE 5

### OFFICIAL TIME FOR EXCLUSIVE REPRESENTATIVES

#### 5-1 OFFICIAL TIME:

Official time will be made available, without loss of annual leave, during normal duty hours for the labor organization representatives to carry on business that is of mutual interest to the employing agency and the labor organization. Official time under this article shall include all representational functions permitted by law, according to the Federal Labor Relations Statute. Any difficulties in this area will be discussed at a union/management consultation meeting.

#### 5-2 RECOGNITION AND REPORT OF UNION OFFICIALS/STEWARDS:

Chapter 124 representatives certified by the labor organization in accordance with this article shall be recognized by management as the exclusive representatives for the bargaining unit employees and shall be entitled to the use of official time under the provisions of this article. No other employee shall be entitled to such use of official time except as specifically authorized by this agreement. The labor organization shall certify to the New Jersey National Guard HRO/LMR in writing, the name, title, and phone number of the labor organization's representatives who are authorized to use official time as provided in this article. The certified list shall be updated as needed when changes occur.

#### 5-3 GRANTING OF OFFICIAL TIME:

1. Representation functions will be carried out as follows:
  - a. The labor organization representatives will obtain permission from their immediate supervisor prior to leaving their assigned area. The supervisors are responsible for authorizing the use of official time. If the labor official/steward's supervisor or designee is not available, the authorization shall be obtained from the next higher level supervisor in the chain of command. Supervisory permission will normally be granted except when there are work related reasons, which preclude release. When release is denied, and circumstances still require immediate representation the steward/union official will be afforded the opportunity to contact an alternate representative.
  - b. If a labor official/steward desiring to perform representational duties associated with a work-related matter with a technician, then , the official/steward shall obtain permission from the technician's supervisor. If it is not practical to release the technician at that time, the supervisor shall reschedule an alternate time.
2. Circumstances for which official time can be authorized, include:
  - ~~a. Conferring or providing assistance to employees on grievances.~~
  - b. Preparatory time for pre-negotiation, negotiation, appeal(s), grievances and complaints.

- c. Union officials when requested by management to travel to an employer sponsored meeting outside their normal commuting area.
- d. Preparation of mandated federal reports which the Union is required to provide, when not associated with internal union business.

**5-4 OFFICER/STEWARD TRAINING:**

Management recognizes the importance of training for the stewards/officers of the Labor Organization. It is understood that this training will be of mutual benefit to management and the employee as a representative of the labor organization. The labor organization will request official time on a case-by-case basis by letter, including the agenda of the training, for approval by the Air Commander, with a copy to the labor representative's supervisor. Union officials may be invited by the employer to participate in personnel management/employee relations classes of mutual benefit to management and the Union. Official time would be granted for these classes.

**5-5 CIVILIAN ATTIRE:**

Labor organization representatives are not required to wear the military uniform while performing representational duties on official time.

## ARTICLE 6

### LABOR ORGANIZATION BUSINESS OFFICE

#### 6-1 UNION OFFICE :

The Employer will provide the labor organization with an adequate office. The office shall be located to allow reasonable access by the bargaining unit. The association agrees that space requirements may change, and management agrees to advance notification of any possible changes. Management and the Association agree to negotiate to ensure the adequacy of the office provided.

#### 6-2 OFFICE FURNITURE:

Management agrees to provide the initial furniture according to the current inventory in place. Inventory is as follows:

- 2 Desks
- 1 file cabinet
- 1 bookcase
- 5 stack chairs
- 3 rolling chairs
- 1 display board

#### 6-3 OFFICE EQUIPMENT:

Management agrees to supply the labor organization office with computer equipment capable of communicating with management through the base LAN system.

#### 6-4 COPIERS:

The Employer agrees to allow the labor organization limited use of existing copier equipment for official representational duties only. The labor organization will not make copies of any material for mass mailings or any other internal business initiatives or requirements. The use of copy machines will not interfere with normal business.

#### 6-5 TELEPHONE:

Telephone service consisting of access prefixes 99-8, 9-9-9, and 94 will be provided by the employer to the union office so long as this service is cost free to the 177<sup>th</sup> FW. If changes to these services occur, management agrees to negotiate replacement phone service capabilities. Management reserves the right to review the frequency and duration of calls made on this system.

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#### 6-6 LABOR ORGANIZATION SIGNS:

- A. The Union shall be allowed to post a sign on the Union office.
- B. Sign must conform to building design and appearance specifications.

C. The union retains the right to have an informational sign. This sign will not exceed two feet by two feet. Management and the Union will mutually agree upon the contents of the sign. This sign will be temporary, and will only be placed in a safe position near the front gate. This sign will be removed immediately after arrival of the last shift.

**6-7 UNION BULLETIN BOARDS:**

A. The Union shall be allowed to post one (1) bulletin board, centrally located in each facility where technicians work. In large facilities, the Union may request space for additional bulletin boards. These bulletin boards will be hung in coordination with the appropriate building managers.

B. Union shall provide bulletin boards and be responsible for maintenance of it.

**6-8 CONSULTATIONS AND MEETING SPACE:**

Union agrees to conduct their business as quickly as possible, within a reasonable amount of time. Consultations with aggrieved technicians should take place at the union office.

## ARTICLE 7

### NEW TECHNICIAN ORIENTATION PROCEDURES

#### 7-1 PROCEDURE:

The employer will ensure the continued use of the in process check sheet (attachment 1) for newly hired technicians. The check sheets will be updated as required. In processing will begin within one pay period after the effective date of employment.

Each newly hired bargaining unit employee, during in processing, will be given an informational Union bulletin. This bulletin shall contain the Union Chapter and the names of the Union Officers and assigned Stewards. The bulletin contents shall be negotiated between the parties prior to implementation. This bulletin shall be given via the civilian personnel office at the 177<sup>th</sup> Fighter Wing. Any additional changes to the bulletin are subject to negotiations.

#### 7-2 CHECKLIST

- a. The checklist will be used to cover basic employment issues that each new technician must be aware of for proper career planning.
- b. After the employee has been briefed, the employee and the HRO remote person will sign the checklist and it will be distributed as indicated on the checklist.

#### 7-3 NOTIFICATION

The labor organization will receive a technician roster monthly.

## **ARTICLE 8**

### **PERTINENT INFORMATION**

#### **8-1 EMPLOYER INFORMATION :**

Upon request, the Employer agrees to provide access to regulations, publications, and policies to association representatives as it relates to the Associations role as the exclusive representative of the bargaining unit, to include changes in WG/GS pay schedules.

#### **8-2 LABOR ORGANIZATION INFORMATION:**

The labor organization agrees to provide the employer with a copy of the Chapter Newsletter and the ACT technician newspaper.

#### **8-3 TECHNICIAN MANNING DOCUMENT:**

The Employer agrees to furnish the labor organization a copy of the SPMD manning document upon request.

**8-4 DISTRIBUTION:** Distribution box will be provided to the Union at the base central distribution point.

**8-5 VACANCY ANNOUNCEMENTS:** The employer agrees to place the Association on distribution for copies of all vacancy announcements generated by the 177<sup>th</sup> Fighter Wing.

## ARTICLE 9

### PERIODIC INFORMATIONAL BRIEFING

#### 9-1 INFORMATION AND PERIODIC BRIEFINGS:

Technicians will be provided an annual briefing during the HRO staff visit or whenever major changes occur, which will include but is not limited to the latest information regarding health and welfare and retirement entitlements. Information provided should include entitlements and responsibilities under Workers' Compensation. An additional source of information is the Minuteman Informer available on the Department of Military and Veterans Affairs Bulletin Board System.

## **ARTICLE 10**

### **OFFICIAL RECORDS**

#### **10-1 UNFAVORABLE INFORMATION IN OPF**

It is agreed that any record in the Official Personnel Folder, which has not been disclosed to the technician, will not be used as a basis for disciplinary or adverse action. No material of a derogatory nature, which might reflect adversely upon the technician's character or government career, will be placed in the Official Personnel Folder without the technician's knowledge. Technicians may not agree with derogatory material, however they must acknowledge receipt of such material with a signature. The technician's signature only represents acknowledgement that the entry has been made.

#### **10-2 SUPERVISOR'S PERSONNEL FILE: NGB FORM 904-1, RECORDINGS:**

The technician record card will be maintained by the technician's immediate supervisor in a secure location. When discipline, counseling or adverse action entries are to be recorded on the 904-1, the supervisor shall advise the technician and date entries made on the card. Technicians may not agree with derogatory material, however they must acknowledge receipt of such material with a signature. The technician's signature only represents acknowledgement that the entry has been made.

#### **10-3 RECORD REVIEW OF OPF AND SUPERVISORS WORK FOLDER:**

- a. Each technician shall upon request, be permitted to review any document appearing in the Official Personnel Folder and the Supervisor's Work Folder. Technicians will be provided copies of documents if so requested.
  - b. Each technician may designate a representative in writing to review OPF and Supervisor's Work Folders. When a Union representative has been designated, such requests will be in conjunction with investigations involving grievances or proposed complaints.
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## ARTICLE 11

### TECHNICIAN IDENTIFICATION

#### 11-1 PURPOSE:

The purpose of this article is to provide a means of personal identification for technician employees.

#### 11-2 PERSONAL IDENTIFICATION:

Technicians shall upon request be issued service specific civilian identification cards, AF Form 354.

## **ARTICLE 12**

### **PERSONAL ASSISTANCE PROGRAM**

#### **12-1 GENERAL:**

The parties recognize the importance of programs established for the welfare of employees. The employer and the labor organization agree to inform and encourage employee participation in appropriate programs. Sick leave may be used for Technician Assistance Programs (TAP) in accordance with applicable directives. The parties agree not to coerce, intimidate or harass the employee after the completion of the rehabilitation program nor should it affect the employee's future upward mobility.

#### **12-2 OBJECTIVES:**

The objective of the Technician Assistance Program 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.

#### **12-3 TAPS PROGRAM AWARENESS:**

The employer agrees to post permanently on all work center bulletin boards a name and phone number of the current TAP coordinator. Management will provide the Union with a copy of the most current information available on the TAP program and any subsequent changes as they occur.

## ARTICLE 13

### EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

#### 13-1 POLICY:

The Employer and the labor organization agree to cooperate in providing equal employment opportunity (EEO) for all persons, and further pledge to actively ensure that all members in the unit are not discriminated against because of race, color, religion, sex, national origin, or age on any matter coming within the authority or responsibility of the respective parties.

#### 13-2. EEO COMPLAINT PROCEDURES:

Any technician who believes they have been discriminated against in any matter may file an EEO complaint through the statutory procedures by contacting an EEO counselor.

#### 13-3 EEO AWARENESS:

The employer agrees to post permanently on all work-center bulletin boards:

- a. A list of the current EEO local and state counselors, their work locations and phone extension.
- b. A copy of the current EEO handbook.

Management will provide the Union with a copy of the most current EEO handbook and any subsequent changes as they occur.

## ARTICLE 14

### MERIT PROMOTION AND INTERNAL PLACEMENT

#### 14-1 PURPOSE:

To provide upward mobility for bargaining unit technicians by giving full consideration to the on-board Civilian Technician force. To provide procedures that will insure that each technician receives full consideration for all bargaining unit position vacancies for which they qualify. Management and the labor organization have the responsibility to review vacancy announcements for content and for errors and correct or amend as quickly as possible.

#### 14-2 OBJECTIVES:

- a. This article will be used for filling bargaining unit vacancies in the dual status and non-dual status services of the Technician work force and will be used for all promotions and competitive reassignments. The qualification standards addressed on the technician vacancy announcement will apply to all applicants for the vacancy announcement, regardless of area of consideration. .
- b. To present qualified applicants for the employer's consideration.
- c. To give technicians an opportunity to receive fair and appropriate consideration for higher level bargaining unit positions.
- d. To insure maximum utilization of technicians.
- e. To provide an incentive for technicians to improve their performance and develop skills, knowledge, and abilities.
- f. To provide attractive career opportunities for technicians.

#### 14-3 DEFINITIONS:

- a. Promotion: The movement of an employee, while serving continuously within the 177<sup>th</sup> FW , to a position at a higher grade level within the same job classification system and pay schedule, or to a position with a higher rate of basic pay in a different job classification system and pay schedule.
- b. Internal Placement: Changing of a technician from one position to another through a competitive process or managerial reassignment, but with limitations to those technicians currently employed by the unit at the time of the advertisement of the position.  
Note: Internal placement is not a managerial reassignment.
- c. Rating Panel: The employer's representatives that rate all applications in accordance with the criteria established by this article for the purpose of determining the ten best qualified applicants.
- d. Selecting Official: As designated on the vacancy announcement.

#### **14-4 EMPLOYEE RESPONSIBILITIES:**

Individuals are responsible for familiarizing themselves with the provisions of this article. Individuals seeking these positions will assure that their applications are accurate and complete in relation to past relevant experience, present duties being accomplished and the position being sought.

#### **14-5 EXEMPTIONS TO COMPETITIVE PROCEDURES:**

- a. Promotion due to the issuance of a new classification standard, the reclassification of a position, or correction of a classification error, provided that all incumbents are to be affected equally.
- b. Placement of over-graded technicians entitled to grade retention as a result of RIF or reclassification.
- c. Promotion when competition was held earlier (i.e., position was advertised with known promotion potential).
- d. Re-promotion to the same grade or an intervening grade of a position from which a technician was demoted without personal cause and not at his or her own request, if the down-grading has occurred within two (2) years.
- e. Trainees to the full grade of the position if the trainee has received the position through previous competition and has met grade requirements.
- f. Position changes required by the RIF article of this agreement.
- g. Selection of a former technician from the re-employment priority list for a position at the same or lower grade than the one last held. This provision is applicable to those who have lost employment within the last two years.
- h. Temporary promotion of 90 days or less.
- i. A detail for 2 pay periods or less to a higher graded position.
- j. Promotions resulting from a technician's position being reclassified at a higher grade.

#### **14-6 INDEFINITE POSITIONS:**

Appointments with indefinite time limitations will be announced and filled using competitive procedures within this article.

**NOTE:** Any Civilian Technician employed without competition will not be considered as **Area I** candidates for **Area I** job announcements.

#### **14-7 TECHNICIAN VACANCY ANNOUNCEMENTS:**

As a minimum, technician vacancy announcements will contain the following information:

1. Title, series, grade, and salary range of the position.
2. Type of appointment – dual status or non-dual status.
3. Military Requirements (officer, enlisted) and compatibility requirements.  
Applicant does not have to be assigned to the position or possess the AFSC to apply or be considered for selection, however certain qualifying scores may be required to obtain the AFSC. The following note will be mandatory on all technician vacancy announcements, “ASVAB scores will not be required to apply for the position, however applicants must obtain required ASVAB scores prior to acceptance of the position”.
4. Summary of duties and minimum qualification, general and specialized experience requirements.
5. Organization and geographical location of the position.
6. Information regarding known promotional potential, if any.
7. Opening and closing dates.
8. Equal employment opportunity statement.
9. The knowledge, skills, and abilities factors by which applicants will be rated for the position.
10. Application Procedures.
11. Area of consideration.
12. Selective Placement Factors: Any special job requirements, i.e., security clearance, and driver’s license.

#### **14-8 VACANCY POSTING:**

Vacancy announcements will be posted for a minimum of FIFTEEN (15) calendar days, in a central location within each of the major work facilities. **A COPY WILL BE PROVIDED TO THE UNION PRESIDENT.**

**14-9 AREAS OF CONSIDERATION:**

The areas of consideration for each specific position vacancy announcement will be as follows:

Area 1: Technicians employed by the 177 FW

or

Area 2: Technicians employed by the New Jersey Air National Guard

or

Area 3: All members of the New Jersey Air National Guard and those eligible to become members

NOTE: If there are more than ten qualified applicants a rating panel will be convened.

- a. Management may need to limit the area of consideration to those on-board technicians within a particular functional area, or activity when there is no increase in the manning level to preclude a reduction in force.

**14-10 APPLICATION PROCEDURES:**

The appropriate application is the document by which the individual's qualifications for the position is determined. It must, therefore, reflect, the applicant's current and past employment data as well as all duty assignments, qualifications, and training. Complete and accurate data is essential to insure fair evaluation of candidates. **APPLICANTS MUST SPECIFICALLY ADDRESS THE BASIC ELIGIBILITY FACTORS (WHICH INCLUDE GENERAL AND SPECIALIZED EXPERIENCE) AND THE KSA FACTORS AS STATED ON THE VACANCY ANNOUNCEMENT.** Along with the application form discussed below, supplemental forms that show all of the candidate's qualifications may be submitted. Applications will be submitted as follows:

- a. Technicians will apply on OF 612 or resume.
- b. Applicants are required to complete a new application for each position they are applying for and to contact the Human Resource Office Staffing Specialist for assistance if needed, in completing their application.
- c. Management agrees to place all New Jersey vacancy announcements on the NJDMAVA website. Employees scheduled for TDY will be provided access to the website to view the vacancy announcements. NOTE: Employees are reminded that applications will not be submitted to HRO via E-mail.
- d. Applications must reach the Human Resource Office (HRO) no later than close of business on the closing date specified on the vacancy announcement. Government postage may not be utilized to mail the application.

**NOTE:** Applicant does not have to be assigned to the position or currently possess the AFSC to apply or be considered for selection.

#### **14-11 ESTABLISHMENT OF KSA FACTORS:**

The knowledge, skills and abilities factors (KSA) required for the position to be filled will be prepared by the HRO prior to the advertisement of the position. The HRO may consult with the selecting official regarding the preparation and determination of the KSA factors.

#### **14-12 PROCESSING APPLICATIONS:**

- a. The Human Resource Office will ascertain that only applications that have proofs of delivery on or before the closing date will be considered. In addition to the official time stamp located in HRO, the following forms of delivery confirmation are also acceptable:
  - US Postal Service
  - Federal Express
  - United Parcel Service
- b. Applications will be retained for two (2) years after the appointment is made for any given position. The HRO will evaluate the application to determine that the applicant meets the basic qualifications of the advertised position. KSA's are used in the rating and ranking process and also assist to determine basic eligibility.
- c. If there are more than ten (10) qualified applicants, the Human Resource Office will appoint a rating panel for the purpose of rating the candidates to determine the qualified candidates. If there are less than ten (10) applicants, the HRO will provide the selecting official with the applications and selection certificate.

#### **14-13 RATING PANEL:**

When required, rating panels shall be established for the purpose of rating and ranking candidates for the position to be filled.

- a. The rating panel will consist of not less than three (3) members. One (1) member will be an HRO staffing specialist, and the other two members must have technical expertise in the career field in which the vacancy exists. A Labor Organization representative will serve as a non-rating observer to the rating panel. Rating panel members will be appointed by letter. Upon completion of the appointments by the HRO the labor organization will be provided a copy of the appointment letter.
- b. To avoid the appearance of a conflict of interest the selecting official should not serve as a member of a panel convened for the purpose of rating or ranking candidates for vacancies within his area. Candidates for the promotion vacancy cannot serve on the rating panel.
- c. When required by section 14-13b, a rating panel will be convened as a body at a time and place, as designated by the HRO, for the purpose of rating and ranking candidates for the advertised vacancy.

**14-14 EVALUATING AND RANKING APPLICANTS:**

- a. If a panel is required, all candidate applications meeting basic eligibility for promotion or internal placement will be presented for evaluation by the rating panel.
- b. A point system will be utilized to establish the grouping of candidates. Items to receive ratings are as follows:

**(1) KSA Ratings (All Factors):**

**A level experience.** Candidate possesses type and quality of experience that substantially exceeds the basic requirements of the position, including selective placement factors, and that would allow the candidate to perform effectively in the position almost immediately or with a minimum of training and/or orientation.

**B level experience.** Candidate possesses type and quality of experience that exceeds the basic requirement of the position, including selective placement factors, and that would allow the candidate to perform effectively in the position within a reasonable period of time (ie. three to six months).

**C level experience.** Candidate satisfies the basic requirement of the position with respect to experience, including selective placement factors. However, type and quality of experience beyond that which is basically required are minimal, and/or extensive additional training/orientation may be required to enable the candidate to satisfactorily perform the duties of the position.

**NOTE:** The point value assigned for A, B, or C level experience will be based on the following knowledge, skills and abilities (KSA) table. The point values vary depending on the number of KSA factors used for the rating. KSA factors will be the same for all applicants evaluated.

**Knowledge, Skills and Abilities (KSA) Table:**

3 KSA Factors	4 KSA Factors	5 KSA Factors	6 KSA Factors	7 KSA Factors	8 KSA Factors
A 33.3	A 25.0	A 20.0	A 16.6	A 14.2	A 12.5
B 28.3	B 21.2	B 17.0	B 14.1	B 12.1	B 10.6
C 23.3	C 17.5	C 14.0	C 11.6	C 10.0	C 8.7

**EXAMPLE:** Using five KSA factors, a candidate's combined category rating of AABBC [20, 20, 17, 17, and 14] converts to 88. Also if a candidate were found to rate a 'C' in all KSA categories the rating would be 70. If the rating was 'A' in all categories the total would be 100.

**Awards:** Credit is awarded for pertinent honorary and monetary awards and exceeds standards and meets standards performance ratings. The HRO will analyze the applicant's awards record and document qualifying awards in individuals OPF. The current date of the award or rating is also considered to assure that current qualifications are reflected. Awards that are more than three (3) years old will not be considered. A maximum of six (6) points may be credited for this factor..

Points are assigned as follows:

	1st Year	2nd Year	3rd Year
Exceeds Standards	3	2	1
Meets Standards	1	1	0
Suggestion Award	1	0	0

Training and Education: A maximum of two points will be awarded for this factor. This refers to training and education, other than that credited for basic eligibility that was not considered elsewhere in the evaluation process, which is relevant to the position.

**OVERALL RATING:** The overall rating for each category (KSA, awards, performance potential, education) will be combined and the total score for all categories will be recorded. Technician seniority will be the tie-breaker.

#### **14-15 REFERRAL OF CANDIDATES:**

Following the evaluation of candidates, the HRO will refer the ten highest rated candidates to the selecting official. Candidates will be listed on the NGB Form 300-6 (Selection Certificate). Applications and supporting documents submitted by candidates will also be forwarded to the selecting official for each promotion certificate submitted to him.

#### **14-16 ACTIONS BY THE SELECTING OFFICIAL:**

The Selecting official has the right to select or not select any of the candidates referred to them. The selecting official will proceed as follows:

- a. Provide for a fair and impartial interview of each eligible candidate listed on the referral and selection certificate who is available for interview. If personal interviews are not possible telephone interviews will be conducted. This provides another means of evaluating and comparing and gives eligible candidates a chance to discuss the position and their qualifications.
- b. After interviewing the candidates, make the selection, or if no selection is made provide written definitive reasonable justification to the HRO for non-selection.
- c. If a selection is made from any promotion certificate, the selecting official will sign and return the certificate to the HRO.
- d. Insure employees hired in a trainee status will be informed of the approximate duration of the training necessary to become fully qualified.
- e. If for some administrative reason the selection process can not be completed the selection package will be returned to the HRO. (See 14-17e below).

**14-17 HUMAN RESOURCES OFFICE ACTION:**

HRO will:

- a. Advise, in writing, those individuals who did not meet the qualifications required for the position.
- b. Notify those qualified candidates that did not rate high enough to be placed on the referral certificate.
- c. Notify the individuals by letter of the selection.
- d. Arrange a release date of individual selected. If release must be delayed, notify the individual selected as to the reason for the delay.
- e. When the selecting official non-selects the entire promotion certificate HRO will provide notification to each applicant.
- f. Notify in writing all applicants if an announced position has been cancelled.

**14-18 RELEASE OF SELECTEE:**

After selection for promotion/placement, technicians must be released promptly from their present position. Release will normally be within two (2) weeks after the selection, usually on the 1st day of the next pay period.

**14-19 RECORDS RETENTION:**

Sufficient records are required to allow reconstruction of the placement action to provide; for an evaluation of the merit promotion/placement plan, for a clear record of the actions taken, 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) Copy of all letters, and NGB Form 300-6.
  - (3) Copy of all applications and attached documents.
  - (4) Forms used in the evaluation and rating process.
- b. Records are to be maintained for a minimum of two (2) years. If a grievance is pending, records will be maintained until resolution of said grievance or the two(2) years, whichever is longer.

**14-20 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 HRO, upon written request from the Labor Organization will review with the Labor Organization the promotional material utilized in assessing the qualifications of the eligible candidates. Confidentiality of promotion material will be maintained by the labor organization.

**14-21 INQUIRIES:**

Should a non-selected technician wish to know the possible reason(s) for non-selection, they may request a review of their rating. The Selecting Official will address the areas where improvement can be made to enhance the individual promotion potential.

**NOTE:** The intent herein is not for the employee to grieve his non-selection but to provide the employee an awareness of potential weakness. This will not preclude an employee from filing a grievance under the provisions of Article 21 of this contract.

## ARTICLE 15

### TECHNICIAN DEVELOPMENT AND TRAINING

#### 15-1 CONSIDERATION OF TRAINING AND DEVELOPMENT

A need for additional training may exist to improve the productivity and efficiency of the work force, such as when new equipment or systems are introduced in the work center. Training will be based upon the availability of resources and mission requirements.

#### 15-2 DOCUMENTATION OF FORMAL TRAINING:

A. The Employer agrees to formally document any mandatory training. The employee shall provide proof of successful course completion to the supervisor for inclusion on their NGB form 904-1 and/or the official computer training data base system. Employee may elect to forward a copy of this document to HRO. This section applies to all training received while in a civilian status.

B. Individual Development Planning (IDP):

When required by mission change, the supervisor and technician will conduct an individual development plan (IDP). The purpose of the planning is to ensure that the appropriate training/development is identified.

#### 15-3 SPECIAL CERTIFICATES:

When a technician is assigned duties requiring special certification and licensing and an appropriate renewal of that certification, the Employer agrees to provide duty time to study and take the examination.

#### 15-4 TRAINING OPPORTUNITIES:

A. All training must fulfill the agency's needs and be within budgetary limits. Management agrees that all technicians will have an equal training opportunity. Attendance at service schools will normally be in military status. A technician may request any training that shall increase their job skills or knowledge.

B. Technicians shall be allowed access to computer based training programs to assist them in their studies. This should also include access to the Internet to assist in their studies.

C. Ordinarily, technicians will be placed in military status to attend service schools, however when placed in technician status, any concerns that occur while attending school should be brought to the attention of the Base Guard Liaison for resolution.

### **15-5 CIVILIAN EDUCATION**

Management understands the importance of higher education. If a technician, previously enrolled in a civilian educational program for self enrichment, is adversely affected by an involuntary shift change that would prevent the completion of that course, then management may elect to accommodate the technician by soliciting volunteers to switch shifts either daily/weekly with the individual or through the liberal granting of annual leave. Management may not be able to accommodate the technician, at times, due to mission demands.

## ARTICLE : 16

### POSITION DESCRIPTION AND DETAILS

#### 16-1 POSITION DESCRIPTION:

A position description is an accurate description of the major duties required by the Employer of a technician. When a new or revised Position Description (PD) is implemented the labor organization and the affected technicians will receive a copy. Upon request, the union may bargain over the impact and implementation of the new position description.

#### 16-2 OTHER DUTIES AS ASSIGNED:

Duties should be reasonably related to the employee's position and qualifications. This does not preclude management from assigning additional, though unrelated duties. If unrelated duties are assigned on a routine basis, the PD should be amended to include such duties. The Union will be notified when a bargaining unit employee's position description is being considered to be changed, due to unrelated duties.

#### 16-3 ADDITIONAL DUTIES AND DETAILS:

It is acknowledged that there are vacancies that exist from time to time that are not or cannot be filled due to management decisions. The Employer agrees to fill, when possible, bargaining unit vacancies that impact bargaining unit members with additional duties and/or details.

#### 16-4 DEFINITION OF DETAILING OF TECHNICIANS:

- A. A detail is an official personnel action temporarily assigning a technician to a different established position for a specified period of time, with the technician returning to the original position at the conclusion of the detail.
- B. Details are normally intended to meet temporary workload situations; absences of employees, or other types of manpower needs.
- C. Official details will be recorded on SF Form 52 at the time the action occurs.
- D. Details in excess of ten (10) duty days will be recorded on the employee's 904-1 on a permanent basis.

#### 16-5 PROCEDURE:

Details of technicians out of their specialty should be limited to the extent necessary to accomplish the mission.

- A. Qualified volunteers for details will be sought and accepted using seniority as defined in article 27 of this contract.
- B. When an inadequate number of qualified technicians volunteer for a detail, the Employer agrees to consider rotation of the assignment among the individuals in the area of concern by using seniority.

**16-6 TEMPORARY PROMOTION:**

Normally, a temporary promotion, when appropriate, will be in accordance with Article 14 of this contract as a way to meet a situation requiring the temporary service of a technician in a higher graded position. Promoting a technician recognizes the increased responsibility and properly compensates them for the work being performed.

A. When the Employer requires the duties of a higher graded bargaining unit position, or one with known promotion potential within the bargaining unit, to be performed for greater than, two pay periods, the employee will be temporarily promoted rather than detailed.

B. A SF 52 will be submitted and approved no later than the first working day of the temporary promotion. If the temporary promotion is to last for a period in excess of 90 days the Merit Promotion Article procedures will apply.

## **ARTICLE 17**

### **PERFORMANCE APPRAISAL SYSTEM**

#### **17-1 INTRODUCTION:**

The Employer and the Association recognize the vital nature of the performance evaluation process to the NJ Air National Guard. The effectiveness of the performance evaluation system is a combined responsibility of each employee and their supervisor. The performance appraisal system will be in accordance with NJDMAVA TPR 430 (1 Sept 1997), and this article.

#### **17-2 APPRAISAL PERIOD:**

A. Employees will be given an employee performance appraisal annually, during the birth month of the employee.

B. A minimum of one hundred and twenty (120) days' supervision is required before an appraisal can be rendered, i.e. a change in supervision or performance standards.

#### **17-3 RESPONSIBILITIES:**

A. Supervisors:

1. Will meet with each employee within thirty- days (30) of appointment to a position, to establish performance standards and critical elements. The performance standards will be developed from the official position description for the position in question and will be based on normal organizational requirements pertinent to the incumbent's normal employee duties and responsibilities. The supervisor retains the right to establish the actual performance standards and critical elements for the position and will ensure the written standards and critical elements for the position are measurable.

2. Will meet at a minimum at the midpoint (+ or - 30 days) of the appraisal period with their subordinates to provide performance feedback. All performance counseling sessions will be recorded on the Technician Personnel Feedback Form (TPFF, NJDMAVA form 430-1). An original copy of all TPFF's will be provided to the employee. Employee input is authorized and encouraged on the TPFF.

3. Will use only the established performance standards to appraise the employee's performance.

4. The evaluation of an employee's performance is paramount in the evaluation process. Items of a disciplinary nature that do not relate to the employee's performance will not be used as part of that measurement. Only performance during the current appraisal period will be evaluated by an employee's supervisor.

B. Employees:

1. Will participate in and provide input in the development of performance standards and critical elements for their position.

2. Will advise their supervisor when there is a need to revise the performance standards and critical elements at any time during the appraisal period.
3. May request to meet with their supervisor during the rating period to review their performance as compared to established standards.

#### **17-4 PROCEDURE**

- A. The Human Resource Remote Office will send out an appraisal notice to the supervisor not later than the beginning of the employee's birth month. The completed appraisal is due the 15<sup>th</sup> of the following month.
- B. The supervisor will give the employee a copy of his/her Performance Standard and Technician Performance Feedback Form for review and a completed Technician Performance Appraisal Form (NJDMAVA form 430-2).
- C. On the Performance Standards Form, the Job Elements marked with an asterisk will be considered Critical Elements. Performance at the "Meets or Exceeds Standard" can be considered for a performance-based award, TPR 451 (1 Dec 98). The supervisor will complete the Appraisal Form and forward to the HRO. Any Job Element rated Unsatisfactory will require prior documentation to justify the rating. Upon receipt of the appraisal other than unsatisfactory, the supervisor and employee will review and complete the Appraisal Form and the Standards portion of a new Appraisal Form to cover the next rating period.

#### **17-5 APPEALS:**

- A. Employees not agreeing with their performance appraisal may appeal their performance evaluation within thirty (30) days after receipt IAW Chapter 5 NJDMAVA TPR 430 dated 1 September 1997 or may use the negotiated grievance process established within this contract (for unsatisfactory rating only.)
- B. The employee has the right to grieve at any time the content of a performance standard not previously agreed to.

#### **17-6 APPRAISAL OF UNION OFFICIALS:**

The time spent away from the assigned job by union representatives in the performance of their representational duties should not be taken into account when accomplishing a performance appraisal. But rather, the performance appraisal should be based only on the performance of their officially assigned work.

#### **17-7 PERFORMANCE IMPROVEMENT PLAN (PIP):**

The Performance Improvement Plan is an action that will be implemented by the supervisor when it becomes apparent that the employee is performing his/her duties in an unsatisfactory manner on one (1) or more critical elements of their performance standards. The supervisor should not wait until the end of the appraisal period to make the determination if the employee 'does not meet the criteria' or to inform the employee accordingly.

- A. The supervisor is responsible to provide an opportunity for the employee to improve the substandard performance by establishing a formal PIP. The PIP serves to notify an employee of

the need to improve performance, to identify specific performance deficiencies, and to identify what must be done to improve performance.

B. The supervisor will develop a PIP for unacceptable ratings that address specifically the deficiencies of the employee. The PIP will outline the methods, if appropriate, and the subject area element needing improvement. Employees will be assisted in improving areas of unacceptable performance by proactive counseling, increased supervisory assistance, additional training, etc. The PIP will not run less than thirty-days (30).

C. If the employee's performance in any critical element continues to be unacceptable despite the efforts by the supervisor or manager to improve performance, the employee will be advised that he/she may be reassigned, reduced in grade or removed from employment. Before initiating a reduction in grade or removing an employee for unacceptable performance, consideration may be given to reassignment to another position for which the employee is qualified. No action based on unacceptable performance may be taken until critical job elements and performance standards have been identified in writing, the employee has been given a copy of these standards and the employee has been given an opportunity to improve his/her performance.

D. Upon the completion of the PIP, the appropriate supervisor shall inform the employee of either sufficient improvement or failure to improve from the Unsatisfactory Level.

E. Should a determination be made to reduce in grade or remove an individual from employment following the formal PIP, an employee is entitled to a minimum of a thirty (30) day advance written notice of the action to be taken (reduction in grade or removal), which identifies the critical job element(s) and documented instances of unacceptable performance on which the action is based. This advance notice must be concurred with by an official who is in a higher-level position than the immediate supervisor. This is not a proposed notice, but is to be considered as the final notice of action to be taken because before this step, the employee would have been given adequate assistance and time to improve performance.

F. Prior to PIP being implemented consideration should also be given to referring his/her employee to the Technician Assistance Program (TAP) Coordinator.

#### **17-8 TRIAL/PROBATIONARY PERIOD:**

A. The first year of employment constitutes the trial period. New employees are to be carefully observed and counseled during the trial/probationary period. During this period, supervisors should provide specific training and assistance to improve the employee's work performance if needed. For retention beyond the trial/probationary period, the employee's work performance must minimally be at the 'meets standards criteria' level.

B. An employee serving a trial/probationary period is not to be given an official performance appraisal until after completing the required twelve (12) months of Federal service. After completing the twelve (12) months of service, he will be given an official performance rating in accordance with the established appraisal period.

C. If retention is not recommended, NJDMAVA form 430-2 will be forwarded to the HRO who will then advise the supervisors and managers on taking the appropriate action to remove the employee from Federal service.

## ARTICLE: 18

### COMPENSATORY TIME

#### 18-1 COMPENSATORY CREDIT:

In accordance with current public law, overtime pay is not authorized for National Guard technicians. Authorized time worked in excess of the normal hours of work shall be considered compensatory time. Compensatory time shall be granted for approved work in excess of the normal daily or weekly hours. Fifteen (15) minutes is the minimum period of compensatory time that will be authorized. Effort will be made to schedule compensatory time in one (1) hour increments.

#### 18-2 SELECTION/ASSIGNMENT OF COMPENSATORY TIME:

Compensatory time will first be offered to qualified technicians in an assigned work-area according to seniority. Seniority is defined in article 27.1 of this contract. In uncommon or emergency situations compensatory time can be directed when no volunteers are found. When employees are required to work compensatory time and notification is less than 24 hours, the supervisor will authorize the employee to make telephone calls incidental to canceling prior personal commitments. Employees may request relief from overtime assignments for good cause. A technician in coordination with management shall have the right to arrange for a suitable qualified replacement for compensatory time assignments. Supervisors will not assign compensatory time to technicians as a reward or penalty. Normally, technicians shall not be required to work compensatory time on their normal scheduled days off, except in unusual or emergency cases. The supervisor agrees to notify technicians when compensatory time is available as soon as possible after receipt of authorization. Supervisors may authorize compensatory time when legitimate work requirements exist.

#### 18-3 CANCELLATION OF COMPENSATORY TIME:

The Employer agrees to notify the technician as soon as possible when the requirement to work compensatory time no longer exists.

#### 18-4 CALL BACK COMPENSATORY TIME:

- A. Irregular or occasional overtime work performed by a technician on a day for which work was not scheduled for the technician, or for which the employee is required to return to his place of employment, will be compensated at least two (2) hours whether or not work is performed.
- B. Technicians called in to work outside their basic workweek and/or technicians called back after their basic workday may be excused immediately upon completion of the task they were called in to perform.

#### 18-5 COMPENSATORY TIME FOR TRAVEL: re: CFR 551.401 thru 422

- A. Time spent traveling shall be considered hours of work if:
  - (1) An employee is required to travel during regular working hours;
  - (2) An employee is required to drive a vehicle or perform other work while traveling;

- (3) An employee is required to travel as a passenger on a one-day assignment away from the official duty station; or
- (4) An employee is required to travel as a passenger on an overnight assignment away from the official duty station during hours on non-workdays.

B. An employee who travels from home before the regular workday begins and returns home at the end of the workday is engaged in normal "home to work" travel; such travel is not hours of work. When an employee travels directly from home to a temporary duty location outside the limits of his or her official duty station, the time the employee would have spent in normal home to work travel shall be deducted from hours of work as specified in paragraphs (A)(2) and (A)(3) of this section.

C. An employee who is offered one mode of transportation, and who is permitted to use an alternative mode of transportation, or an employee who travels at a time other than that selected by the agency, shall be credited with the lesser of:

- (1) The actual travel time which is hours of work under this section; or
- (2) The estimated travel time which would have been considered hours of work under this section, had the employee used the mode of transportation offered by the agency, or traveled at the time selected by the agency.

#### **18-6 COMPENSATORY TIME USAGE:**

Compensatory time is subject to the same requesting and supervisor approval procedures as that of annual leave. A technician in compensatory time off status is considered to be in a status equal to annual leave. Compensatory time may be utilized in quarter hour or greater increments.

#### **18-7 RETENTION OF COMPENSATORY TIME:**

Compensatory time must be utilized within twenty-six (26) pay periods from the time it is earned. Lump sum payments for unused compensatory time are not authorized. In most cases compensatory time should be taken before annual leave, except in those instances where forfeiture of annual leave will occur.

## ARTICLE : 19

### LEAVE

#### 19-1 GENERAL:

The provisions of this article establish the basic leave policies for technicians of the 177<sup>th</sup> Fighter Wing, New Jersey Air National Guard.

#### 19-2 ANNUAL LEAVE:

Annual leave will be administered on a uniform and equitable basis within the scope of applicable regulations. Approval of requests for annual leave (SF 71-Application for Leave) will be handled at the lowest level of supervision practical, normally by the immediate supervisor. Annual leave will be approved based on workload and mission requirements. The employee assumes full responsibility for his or her own leave balances.

A. The employer will make every reasonable effort to honor the leave requests for employees. In situations where there are more employees requesting leave for a particular period than can be approved due to workload and mission requirements, leave will be granted on a first come first serve basis. If a tie exists, the individual with seniority as defined in Article 27 of this contract will be given preference.

B. The employer and the union recognize the potential benefits of forecasting leave. Employees may submit a leave request up to 12 months in advance. Leave requests submitted more than 90 days prior to the dates requested must be approved/disapproved NLT 90 days before the start date of the requested leave. However, the employee's supervisor does not have an obligation to approve the forecasted leave until 90-days prior to the date(s) requested. Leave requested within 90-days of the time desired should be approved/disapproved within 3 workdays but NLT 5 workdays from the date of the request.

C. In most instances, leave will be requested and approved in advance. For absences of thirty-six (36) hours or more, the Employer may require technicians to submit a written request for annual leave three weeks in advance of the proposed leave period.

D. Revoked or disapproved annual leave. Revocation of previously approved leave will only occur after management has exhausted all reasonable means to resolve the conflict. When the Employer finds it necessary to revoke approved leave, the reason for such action will be explained to the affected technician (s) along with the efforts made to remedy the problem. Upon request by the technician, the Employer agrees to provide a written explanation for revocation. Technicians may grieve revoked or disapproved leave in accordance with the negotiated grievance procedure contained in article 21 of this agreement.

E. Unscheduled requested annual leave. In the event of unscheduled annual leave, the Employee will contact his/her supervisor or their designated representative before the start of the shift to request annual leave. The supervisor may grant or deny the request for unscheduled annual leave after reviewing the current workload.

F. Annual leave can be charged to a Technician's account in fifteen-minute (15) increments.

G. A maximum of 240 hours of accumulated leave may be carried forward to the new leave year without forfeiture. Leave in excess of 240 hours will be forfeited. Employees may request in writing, restoration of forfeited leave in accordance with applicable government wide regulations to HRO through their immediate supervisor.

### **19-3 DONATION OF ANNUAL LEAVE:**

The leave transfer program is a program to donate leave to another employee's leave account. When need arises, this program will be implemented in accordance with applicable government wide regulations.

### **19-4 SICK LEAVE:**

a. Sick leave, when properly requested, and documented when required, shall be granted to a technician when the technician is:

1. Incapacitated for the performance of duties by sickness, injury or pregnancy and confinement.
2. to receive medical, dental or optical examination or treatment.
3. required to take care of family members (as defined in 5 CFR , Subpart B, 630.201) who have conditions for which a technician would qualify for sick leave themselves. All technicians are allowed to use up to 40 hours of family sick leave a year for that purpose, an additional 64 hours of family sick leave is authorized as long as the technician maintains a balance of 80 hours. Sick leave may also be used to arrange for, or attend funerals of family members.

b. Normally, an employee's written statement of the reason for his illness that exceeds three workdays may be accepted by the Employer in lieu of a medical certificate when the employee's illness did not require the services of a doctor, or there was an inability to secure medical services. If a certificate is deemed necessary by the Employer, no requirement will be made to state the nature of the illness but will state that the employee is able to perform his normal duties.

c. An employee will, not later than 30 minutes after the start of the duty tour, notify the Employer when he will be unable to report for work because of an incapacitating illness or injury. Where absence for incapacitating illness or injury will be for a period of more than one week, it is the employee's responsibility to keep the Employer informed of the date of which he expects to return to duty.

d. An employee suspected of abuse of sick leave privileges, despite oral warning, may be required to submit a medical certificate in substantiation of each absence due to claimed illness regardless of duration, provided that he is again cautioned , in writing, concerning such abuse. At the discretion of the supervisor, a 6 to 12 month probationary period may be established to monitor this problem, and if no further incidents occur, the matter shall be considered closed, and shall not be referred to again. In no case will a comparison or group average concerning sick leave usage be the sole element to determine abuse, but may be used with other relevant factors.

e. If a confirmed, blatant incident of sick leave misuse occurs, the supervisor, in writing , may require the employee to provide a medical certificate for future sick leave use without oral warning. The probationary period cited in (d) above will apply.

f. Employees may request an advancement of sick leave, not to exceed thirty (30) days (240 hours), subject to the following conditions:

- (1) Requests for the advancement of sick leave will be supported by a medical certificate.
- (2) All available accumulated sick leave will be exhausted before advancement.

- (3) Annual leave that would be otherwise forfeited (use or lose) is used.
- (4) There is reasonable assurance that the employee will return to duty to earn and repay advanced credits.

#### **19-6 FAMILY AND MEDICAL LEAVE:**

Family and Medical leave is authorized in accordance with 5 CFR Part 630, The Family and Medical Leave ACT (FMLA of 1993 and The Family Friendly Leave ACT of 1994). The FMLA provides entitlement to 12 workweeks of unpaid leave during any 12-month period in the following situations:

1. the birth of a child and the care of a newborn baby.
2. the placement of a child with the employee for adoption or foster care.
3. The care of the employee's spouse, son, daughter, or parent with serious health conditions; or a serious health condition of the employee

The 12 workweeks of unpaid leave under the FMLA are in addition to any annual leave, sick leave, or other leave or compensatory time off available to an employee .

#### **19-7 TRAUMATIC LEAVE:**

If approved by the Department of Labor, Civilian Technicians are entitled to a continuation of pay status (COP) for a period not to exceed forty-five (45) days for any covered incapacitating injury or recovery period required by a doctor. NOTE: Early filing of a worker's compensation claim form (CA-1 for an injury, CA-2 for illness/disease), is essential to assure full coverage for any job related injury or illness.

#### **19-8 LEAVE WITHOUT PAY (LWOP):**

LWOP is normally an approved absence without pay upon the employee's request. The employer agrees to consider LWOP upon the request of the employee for situations such as but not limited to;

1. Job related training/education, which would be of benefit to the agency.
2. Recovery from illness and/or disability.
3. Personal/family emergencies.

#### **19-9 LEAVE FOR BLOOD / BONE MARROW DONOR ELIGIBILITY:**

The employer and the Labor Organization recognize the importance and humanitarian need for community blood/marrow donors.

- a. Blood Donor- Employees who serve as blood donors may be granted excused absence for the time necessary to donate blood, for recuperation following blood donation, and the necessary travel to and from the donation site. The maximum excusal time shall not exceed four (4) hours except in unusual situations. When an employee must travel a long distance, or when unusual needs for recuperation occurs, up to an additional 4 hours may be authorized.
- b. Bone Marrow/Organ Donations- Public Laws # PL103-329 (Sept 30, 1994) and #PL106-56 (Sept 24, 1999) provide for up to 7 days of paid leave in any calendar year to serve as a bone

marrow donor, and up to 30 days of paid leave to serve as an organ donor.

### **19-10 MILITARY LEAVE:**

Military leave is a special form of administrative leave granted to permanent and indefinite technicians for the purpose of performing military duty/training on an annual basis. The employer agrees that no employee 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. Military leave is earned at 120 hours per fiscal year and is charged on an hour for hour use for the time the employee would be in civilian work status or charged for work hours only. An employee may carry a balance of up to 240 hours of unused military leave in any given fiscal year. It is recognized that the employee may carry-over up to 120 hours of unused military leave from one fiscal year to the next. Employees may use accrued military leave for Inactive Duty Training.

### **19-11 ADMINISTRATIVE DISMISSALS:**

#### **EXCUSED ABSENCE - HAZARDOUS WEATHER CONDITIONS**

##### **1. Means of Notification.**

- a. If weather conditions during off-duty hours warrant closing or delayed opening of the 177 FW base facilities, primary notification will be by recorded telephone message at 645-6177.
- b. The secondary method of notification will be via the Internet on [www.cancellations.com](http://www.cancellations.com), which is operated by Accuweather. Members will follow the simple instructions on the site and be required to insert the base zip code (08234) to receive the current status.
- c. The third method of notification of base closing or delayed openings will be via designated radio station announcement. Members will tune to WFBG 1450 AM 96.9 FM (Atlantic City).
- d. Individuals who are in doubt about reporting to work must call their immediate supervisor. Those people who are performing military duty during this time should also follow these procedures.
- e. During non-duty hours, CSC personnel will notify the Logistics Group Commander, Support Group Commander, and Operations Group Commander about delayed opening or closure.  
*NOTE: 177 FW personnel must NOT assume a Federal Aviation Technical Center closing or delayed opening announcement pertains to them. 177 FW closings or delayed openings will be announced separately.*

2. When an employer authorizes the shutdown or closure of an activity or unit because of weather conditions or emergencies i.e. Loss of heat, water, power, employees will be granted administrative leave.

3. In the event of unanticipated curtailment of operations based on extreme weather, the following will apply:
  - a. When an activity is closed, all affected non-emergency employees will be excused (placed on administrative leave) without loss of pay, whether or not other leave was previously approved.
  - b. When an activity is open, but some employees might be prevented from reporting to work or returning home safely, unscheduled leave should be allowed.
  - c. When an activity suspends operations, as much as practical, non-emergency employees on duty at the time of dismissal will be excused (placed on administrative leave) without loss of pay, even if they were scheduled to take leave later in the day.
  - d. When an employee leaves after receiving official word of the pending dismissal but before the time set for dismissal (with supervisory approval) annual leave, compensatory time earned or LWOP may be charged as appropriate for the period of time remaining until the employee's official departure time, ie. the authorized dismissal time.
  
4. 177 FW Delayed Opening. Circumstances may arise where it is necessary to delay the opening of the base because of hazardous weather or other conditions. When it is announced that the 177 FW will delay the opening, employees, other than those for whom leave had been previously approved, will be excused without charge to leave or loss of pay for the number of hours the base delays its opening. Absence in excess of that number of hours will be charged to leave.
  
5. Essential Personnel. Management will designate essential personnel, in writing, who are required to support the unit mission or maintain basic functions. This list will be reviewed annually and updated as necessary. Those individuals will not be excused in an early dismissal or base closure situation. It is especially important that advance determination be made and communicated to those individual activities which must continue in operation regardless of any public announcement of 177 FW base closure for a particular purpose. Personnel designated as essential will not be entitled to any additional pay or time off unless work is in excess of their normal duty day.

#### **19-13 COURT LEAVE:**

Witnesses: Federal employees called to be witnesses in a judicial proceeding involving the US Government, or a state or local government, or that of the District of Columbia may be absent from work for such testimony and also continue to receive pay, without leave being charged. Employees who appear in court in an official capacity, on behalf of the government, are considered to be on official duty and their travel and expenses can therefore also be authorized for this purpose. Employees who serve as witnesses in trials not involving any government entity, however, are there on their own and must take leave for the purpose.

Jurors: Employees who serve as members of a jury are allowed to be absent from work without any loss of pay (Court Leave), for this purpose. This applies to all shifts and will not affect premium pay. Any fees earned on a duty day for service as a witness or juror must be turned in to the employee's agency. However, any payments designated by the court as "expenses" may be retained by the employee.

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Evidence of court service: The request to appear in court should be presented to the supervisor as far in advance of the actual court day as possible. Supervisors may temporarily assign employees who are scheduled on the second and third shifts, to the day shift, so the employee can serve jury duty. Employees regularly assigned to a night shift who are temporarily assigned to a day shift or to a night shift having a lower night shift differential, shall continue to receive the regular night shift differential, IAW 5 CFR 532.505. Upon return to duty, the technician will submit written evidence from the court reflecting the dates (and hours if possible) of attendance in court. Notation should be made on the time and attendance report for the days and hours of court leave granted while absent from regularly scheduled duties. Time permitting, and if it does not cause a hardship, employees who are excused or discharged from jury duty by the court for the entire day or part of the day, are expected to return to work for that day or be charged annual leave for the time excused from jury duty.

## **ARTICLE : 20**

### **DISCIPLINE**

#### **20-1 GENERAL**

- a. This article applies to matters of CONDUCT only, actions that relate to JOB PERFORMANCE will be accomplished in accordance with the agency performance appraisal system and contract modifications (Article 17). It is acknowledged that in some cases, disciplinary actions are necessary. The parties agree that discipline and adverse actions will be based on just cause, be fairly and equitably applied, and promote the efficiency of the federal service.
- b. The parties recognize that there are two types of technician disciplinary actions that may be appropriate; i.e., formal disciplinary action and adverse action. Disciplinary action will be for the sole purpose of correcting offending technicians and problem situations and maintaining discipline and morale among other technicians.
- c. In order to be effective, constructive discipline must be timely. A disciplinary action must be initiated in a reasonable period of time after the offense becomes known to the individual's supervisor.
- d. 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. Access will be limited to management/technicians concerned and individuals to whom the technician has given written permission.

#### **20-2 INFORMAL ACTION:**

- a. This type of action will consist of a counseling interview with the technician by his supervisor, which will normally resolve a problem without the need for disciplinary or adverse action. The technician will be advised of the specific infraction or breach of conduct and when it occurred.
- b. Counseling interviews will be recorded on NGB Form 904-1, in pencil. The supervisor will advise the technician as to the proposed duration of the entry. The duration of the entry will be commensurate with the seriousness of the problem. The supervisor will meet with the technician after 90 days to discuss the removal of the entry.
- c. An appeal of a counseling interview (entry in 904-1) may be made through the negotiated grievance procedure. A successful appeal will cause any record of the counseling to be deleted.

### **20-3 FORMAL DISCIPLINARY ACTION:**

(a.) Formal disciplinary action consists of oral admonishments and written reprimands.

(b.) Before disciplining a technician, the supervisor will gather all available facts. If an oral admonishment or letter of reprimand is decided upon the following procedure will apply:

#### **(1) An oral admonishment:**

(a.) An oral admonishment is a disciplinary action that notifies a technician to desist from a certain course of action. The supervisor will describe the offense in sufficient detail to enable the technician to understand why the admonishment is necessary. The technician may have a Labor Organization representative if so desired.

(b.) Will be annotated in pencil (date and subject) on the NGB Form 904-1. The admonishment may not be retained longer than six months unless it is a recurring infraction.

#### **(2) Written reprimand will:**

(a) Normally be signed by the appropriate supervisor and coordinated with HRO for contract and regulatory compliance.

(b) The technician may have a Labor Organization representative if so desired.

(c) Describe the offense in sufficient detail to enable the technician to understand why the reprimand is necessary.

(d) Inform the technician that the letter will be filed as a temporary document in the Official Personnel Folder (OPF) until a specific date. Retention period may not exceed twelve (12) months.

#### **(3) Appeal:**

An appeal of an oral admonishment or a letter of reprimand may be made through the negotiated grievance procedure. A successful appeal will cause the action to be withdrawn and any record of the action to be deleted.

### **20-4 ADVERSE ACTIONS:**

a. Adverse Action is an administrative action that results in removal, suspension, or change to lower grade of any technician.

(1) There must be a reason for taking adverse action; that reason 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 must be made on the merits of each situation.

(2) Having a cause is not sufficient to warrant an adverse action. Management must also conclude that taking an adverse action will promote the efficiency of the service. This is done by establishing a relationship between the cause and its impact or effect upon the efficiency of the service (i.e., the technician's ability to perform his duties; the agency's ability to fulfill its mission, etc.)

b. Adverse action will not be initiated by any supervisor without consulting with and obtaining approval of the HRO before issuing proposed adverse action and original decisions. The following, as required by agency regulation TPR 752 will be the sequence of events for an adverse action:

(1) Technicians will be given at least a thirty (30) calendar days notice of proposed adverse action, signed by the individual proposing the action. The technician and/or the representative will be given the opportunity to reply to the charges, in writing and/or in person, to the deciding official.

- (a). The technicians will be given ten calendar days to reply to the proposed action. Time extensions will be provided upon written justification.
- (b). Copies of all evidence and materials relied upon to support the action will be provided to the technicians or their representative.
- (c). A sufficient amount of excused absence will be provided to the technician and their representative to review all evidence and materials and prepare the reply to the proposed action.

(2) The technician will be given a Notice of Original Decision, signed by the Deciding Official that will state the specific action being taken. Upon receipt of the decision the technician has twenty (20) calendar days to file for an appellate review by the Adjutant General or an Administrative Hearing conducted by a National Guard hearing examiner but not both or advisory arbitration conducted by an FMCS arbitrator.

(a) Technicians requesting an appellate review, 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 had representation.

(b) If the technician requests an administrative hearing, the HRO, will submit a written request to NGB for a list of examiners. In-turn, the NGB will provide a list of hearing examiners from which a selection is made. The technician's representative will be provided the hearing examiners list forwarded by NGB prior to selection being made. 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 examiners per diem and travel expenses will be paid by management.

(c.) If an employee chooses an administrative hearing, the Association only, may elect to utilize advisory arbitration. In this instant, the procedures contained in article 22 of this agreement will be followed. All costs associated with advisory arbitration will be shared equally by the union and the employer.

(d.) Adverse Actions, involving suspensions for more than five (5) days, or a reduction to a lower grade will be carried out if there is no appeal to the action or the appeal procedure has been exhausted and the action upheld in accordance with 32 USC 709F.

**20-5 REPRESENTATION:**

- (a) If the employee requests representation, no further questioning will take place until the representative is present. If the technician chooses not to have representation that waiver must be in writing. The labor organization will be served a copy of this waiver.
- (b) An investigatory interview will, if representation is requested, be delayed for a reasonable amount of time until the employee(s) representative can be present.
- (c) A supervisor who is conducting an investigatory interview will notify the technician that the interview may lead to disciplinary action and that the employee has the right to remain silent and may refuse to give a written statement until a representative is present, or representation has been declined in accordance with Section 20-5a above.

**20-6 RECORDS:**

- (a) In any disciplinary action, an employee will, upon written request, be furnished a copy of all written documents in the supervisor's files which contain evidence used by the supervisor to support any disciplinary or adverse action. Any such records, or diaries shall not be used as a basis to support any disciplinary or adverse action against an employee unless the employee has been shown and provided a copy of such record, note or diary at the time of the presentation of the proposed adverse action.
- (b) No written entry will be made in an employee's files concerning disciplinary matters without the knowledge of the employee. The employee will date and initial or sign the entry. The employee's initials/signature acknowledge ONLY that the employee KNOWS that an entry was made, but in no circumstance will initialing/signing the entry be considered as an agreement with the entry or an admission of guilt.

## ARTICLE : 21

### GRIEVANCE PROCEDURE

#### 21-1 Purpose:

The Employer and the Association recognize the importance of settling disagreements and misunderstandings promptly, fairly, and in an orderly manner. To accomplish this, every effort will be made to settle grievances at the lowest level of supervision. Grievances in the name of the Association will be submitted to the lowest level of management empowered to resolve the grievance. Technicians may present grievances without fear of restraint, coercion, discrimination, or reprisal. The purpose of this article is to provide for a mutually acceptable method for the prompt and equitable settlement of bargaining unit technician grievances, Association grievances, and Employer initiated grievances. The procedures contained in this article are the exclusive procedures for resolving grievances which fall within its coverage and not otherwise excluded herein.

#### 21-2: Definitions

- a. The parties to this agreement define a grievance as meaning any complaint:
  - (1) by any employee concerning any matter relating to the employment of the employee;
  - (2) by the Association concerning any matter relating to the employment of any employee; or;
  - (3) by any employee, the Association, or the Employer concerning:
    - (a) The effect or interpretation, or a claim of breach, of this collective bargaining agreement; or
    - (b) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment; or
    - (c) Matters involving prohibited personnel practices may be pursued under this grievance procedure or the statutory procedure, but not both and that choice will be considered as made, at the time the party timely initiates an action under this grievance procedure or applicable statutory procedure.
- b. Those matters listed in Section 4 are excluded from this procedure.

#### 21-3 Grievance Rights :

The Association may, on its own behalf or on behalf of any technician in the exclusive unit represented, present or process grievances. Furthermore, this article assures bargaining unit technicians the right to present a grievance on their own behalf, so long as the exclusive representative is afforded the opportunity to exercise its right to be present during the grievance proceeding at any level of supervision. Any item subject to and not settled under this negotiated grievance procedure shall be subject to binding arbitration which may be invoked only by the Association or the Employer. All questions of grievability and arbitrability will be resolved by the arbitrator before considering the merits of the grievance. This Grievance Procedure shall be the sole procedure for all bargaining unit employees. Disagreements between the Association and the Employer on questions of whether a grievance is over a matter that is covered by this grievance procedure will be referred to an arbitrator for a decision. Either party may file this referral independently.

**21-4 Exclusion:**

Matters specifically excluded from the negotiated grievance procedure:

- (1) Any claimed violation related to prohibited political activities.
- (2) Retirement, life insurance, or health insurance.
- (3) A suspension or removal for security reasons.
- (4) The classification of any position which does not result in the reduction in grade or pay of a technician.
- (5) Any examination, certification, or appointment. (NOTE: Merit Promotion may be considered under the specific terms of the Merit Promotion article).
- (6) Military related matters pertaining to technicians on military status.
- (7) A matter filed by, or on behalf of, a Confidential technician or Supervisor/Manager.
- (8) A reduction in force, removal or an adverse action involving discharge from technician employment, separation for cause, separation for loss of military status, suspension, furlough without pay, or reduction in rank in compensation [32 U.S.C. 709 (f)].
- (9) Disagreements with performance appraisals at the "Meets Standards" Level and above.
- (10) The decision to grant or not to grant an incentive award, or to adopt a suggestion.
- (11) Any matter which could be appropriately grieved under Equal Employment Opportunity procedures

## **21-5 Procedures:**

For the purposes of this agreement, the following procedures apply in processing a grievance. It is understood that these procedures may be used either by an individual or by the Association.

STEP 1. A grievance shall be made informally and orally to the employee's supervisor, and prompt effort will be made by the supervisor to reach a settlement. No grievance shall be more than 15 working days old from the time the grievant first became aware of the situation prompting the grievance. . If the dispute is not resolved informally the supervisor will respond in writing to the technician within five (5) workdays of the informal meeting.

STEP 2 If the grievance is not settled satisfactorily in step one, the technician may, within five (5) working days, forward the matter in writing on the negotiated grievance form (attach #1) thru each level of the succeeding chain of command. Each supervisor in the chain of command shall have five working days in which to answer the grievance in writing. Should the grievance reach the Air Commander, he will render his decision in writing within ten (10) working days.

STEP 3. If the grievance is not satisfactorily resolved at Step 2, the technician (or Union representative at the technician's request) may forward the formal grievance to the Adjutant General, to include copies of all previous correspondence and any other pertinent material or information. The Employer will render his written decision within fifteen (15) working days after the receipt of the formal grievance at this stage of the grievance procedure.

STEP 4: If the grievance is not settled by this method, the Association may refer the matter to arbitration under Article 22 of this agreement. Nothing herein shall preclude the parties from attempting to settle such grievances informally.

a. If, at any time in the formal stage, the grievant chooses to terminate the grievance, they will do so by a written statement of termination to the Employer with a copy to the Association. Such a termination action will be binding on the technician, the Association, and the Employer.

b. A formal grievance file will be maintained by the HRO consisting of all correspondence pertinent to or generated in the matter for grievance reaching step 3 or higher. These will be maintained and retained pursuant to governing files disposition regulations. Information in the grievance file will be made available to the Union upon request, if permissible under applicable law.

**NOTE:** All time limits provided for herein may be extended by mutual agreement for valid reasons, provided an extension of time is presented in writing prior to the prescribed time limits and is reasonable.

**21-6 Employer Initiated Grievance:**

The following procedure applies to grievances initiated by the Employer. Grievances initiated by the Employer will be submitted in writing to the Association President. Within seven (7) working days, the parties will meet to attempt to resolve the grievance. A written decision will be rendered by the Association no later than fifteen (15) working days following the meeting. The Employer may, within twenty (20) calendar days from the date of the decision, inform the Association that the grievance will be submitted to arbitration in accordance with Article 22.

**21-7 Attachment:**

All formal grievances will be submitted on the negotiated grievance form referenced in *attachment #2* of this agreement.

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## **ARTICLE : 22**

### **ARBITRATION**

#### **22-1 General:**

If the Employer and the Association fail to settle any grievance processed under the negotiated grievance procedures, the grievance, upon written request by either party within thirty (30) calendar days after the issuance of the Employer's final decision, may be submitted to arbitration.

#### **22-2 Selection of Arbitrator:**

Within five (5) working days from the date of the request for arbitration, the requesting party shall request the Federal Mediation and Conciliation Service to provide a list of seven (7) impartial persons qualified to act as arbitrators. The parties shall meet within three (3) working days after receipt of such a list. If they can't mutually agree upon one of the listed arbitrators, then the Employer and the Association will each strike one arbitrator's name from the list of seven (7) and will repeat this procedure until only one name remains. The remaining person will be the duly selected arbitrator. The Federal Mediation and Conciliation Service shall be empowered to make a direct designation of an arbitrator to hear the case in the event:

- a. Either party refused to participate in the selection of the arbitrator;
- b. Upon inaction or undue delay on the part of either party.

#### **22-3 Submission:**

If the parties fail to agree on a joint submission of the issue for arbitration, each shall submit a separate submission and the arbitrator shall determine the issues to be heard.

#### **22-4 Fees:**

The arbitrator's fee and expenses of the arbitration, if any, shall be borne equally by the Employer and the Association. The arbitrator's travel and per diem expenses shall not exceed that authorized by Vol. 2, Joint Travel Regulation. The arbitration hearing will be held, if possible on the Employer's premises during the regular day shift hours of a normal workweek. All participants in the hearing shall be in a duty status. Should transcripts be requested by either party of arbitration, the requesting party will shoulder the burden of payment for such transcript and, if the other party desires a transcript, it will be provided at the prevailing per copy rate.

#### **22-5 Arbitrator Decision:**

The arbitrator will be requested to render his/her decision as quickly as possible, but in any event not later than thirty (30) calendar days after the conclusion of the hearing unless the parties mutually agree to extend the time limit. The arbitrator's award shall be binding on both parties. However, either party may file exceptions to an award with the Federal Labor Relations Authority, under regulations prescribed by the Authority.

## ARTICLE : 23

### EXCUSED ABSENCES FOR CIVIC RESPONSIBILITY

#### 23-1: EXCUSED ABSENCES:

Definition: An excused absence is an authorized absence from duty without loss of pay and without charge to leave. Excused absences will be charged as "Administrative Leave".

#### 23-2: JURY DUTY/WITNESS

In the event an employee is summoned for jury duty or as a witness for the federal, state or local government, the employee shall be paid under the provisions of article 19, paragraph 13 of this contract.

#### 23-3: VOTING

Employees scheduled to work on any Election Day (federal, state, county or municipal elections, or referendums on any civic matter in their community) and who are eligible to vote, will be excused without loss of pay or charge to leave, if the polling places are not open outside the normal work hours. In such cases, employees may be granted up to three hours of excused absence for the express purpose of voting. Employees may be allowed to report to work up to three hours after the polls open, or to leave work up to three hours before the polls close, at the discretion of the supervisor, whichever requires the least amount of time away from work. However, excused absence should rarely be needed because polling places in the U.S. are usually open for extended periods of time.

#### 23-4: CIVIL ACTIVITIES

National Guard employees may be excused, without charge to leave, for short periods to participate in civil activities which the Federal government is interested in encouraging provided that Management determines that such absences or excusals will not impact the unit's mission. Short periods will be confined to not more than a combined total of 3 days during a calendar year. Official civil activities include inaugurations, dedications of public buildings and projects, ceremonies for officially invited governmental visitors, and the convening of legislative bodies. Employee participation shall be on a voluntary basis.

#### 23-5: MORALE ,WELFARE, AND RECREATION

All employees are encouraged to participate in National Guard sanctioned recreational and sporting events. Participation in such events as excused absences will be under the following requirements as provided for in TPR 630.11 dated 1 Jan 1999:

1. Must be a NGB sanctioned event, i.e. National Sports or Shooting Tournament.
2. Individual is designated by the Activity Manager as a representative of NJDMAVA.
3. Not more than one event per fiscal year per individual.
4. Not to exceed three (3) days to include travel time. Additional time may be requested to accommodate unusual circumstances.

### **23-6: COMMUNITY VOLUNTEERS**

Excused absence may be granted to a technician who is a member of a community non-paid volunteer emergency service when engaged or called to such service by a competent authority. Excused absences granted will only be for the time spent which crosses over the normal technician work tour. This time is normally limited to three hours. An additional six hours may be approved under unusual circumstances. If an emergency situation occurs during non-duty hours and the emergency is such that it extends into the technician's normal tour of duty, the individual may be excused only for the time spent during the technician's tour of duty. If the employee is actively employed in normal day to day activities, the individual's supervisor should make attempts to free up the individual if the severity of the call warrants an all out response (i.e. structural fire). All such incidents must be justified by the employee.

### **23-7: BLOOD DONATIONS:**

Excused absence for blood donations will be as provided in Article 19, paragraph 9 of this contract.

## **ARTICLE : 24**

### **LABOR ORGANIZATION SHOP STEWARDS**

#### **24-1 SHOP STEWARDS:**

The shop steward is an official labor organization representative. Management recognizes the importance of the role of the shop steward, and will make every effort to coordinate matters affecting changes to working conditions through these stewards. It is understood that the steward may speak for the bargaining unit employees of the section in representational matters. Shop stewards will not make decisions on contractual intent.

#### **24-2 NUMBER OF STEWARDS:**

The number of stewards required will be designated by the labor organization based on representational requirements not to exceed five(5) total. The labor organization may designate a temporary steward in the event four (4) or more bargaining unit members are sent TDY. This steward will be selected from the members going TDY.

#### **24-3 LIST OF OFFICERS AND STEWARDS:**

Local Management will be furnished with a complete list of officers and stewards and their designated areas after each election or anytime a change occurs.

## ARTICLE 25

### DUES DEDUCTION AND REVOCATIONS

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#### 25-1 WITHHOLDING FORM:

The standard form SF 1187 for dues deduction will be supplied by the labor organization and will be used as the authorization for payroll deduction for dues.

#### 25-2 PROCESSING:

The completed standard form will be given by the labor organization to the Customer Service Representative in the Finance Office.

(a) The standard form will be completed and certified as to the amount of withholding (.007 of base pay) and that the member has been advised of the contents of the form.

(b) The standard form may be submitted at any time. The effective date for withholding will start the first pay period beginning after the submission of the form to the Customer Service Representative. Adjustments to dues allotments will occur whenever the member's rate of base pay changes.

(c) An allotment shall be terminated when the employee leaves the bargaining unit as a result of any type of separation, transfer, or other personnel action; upon loss of exclusive recognition by the labor organization; when the agreement providing for dues withholding is suspended or terminated by an appropriate authority outside DOD; or when the employee has been suspended from the labor organization.

(1) When a technician is temporarily promoted or detailed to a position outside of the bargaining unit, the Employer agrees to automatically suspend and subsequently reinstate the due's withholding of the employee during the employees temporary assignment outside the bargaining unit. The Civilian Personnel office will notify the Customer Service Representative in the Finance office who will be responsible to accomplish these actions.

(2) It is the technician's responsibility when temporarily assigned outside the bargaining unit to maintain dues payments, if the employee so desires, in order to protect union associated insurance, or other union benefits.

#### 25-3 DUES LIST:

The appropriate central payroll office (DFAS-Charleston) will provide a listing to the labor organization, of those persons from whom a payroll deduction was made. The listing will contain the name and SSN of the technicians of the labor organization having current dues withholding allotments on file, the amount withheld. The remittance check and (2) two copies of the listing will be forwarded to the mailing address as designated in writing by the labor organization.

#### 25-4 DUES REVOCATION:

The employer agrees to provide the labor organization with copies of the standard form SF 1188 for use in revoking dues allotments. These forms will be available in the labor organization office and through Base Administration for those individuals wishing to revoke their dues withholding.

- a. The individual will turn the completed standard form into the Customer Service Representative.
- b. The Customer Service Representative shall date and initial all copies of the standard form upon receipt from individual. The second copy of the standard form shall be forwarded by the Customer Service Representative to the labor organization within three (3) working days after receipt of the signed form from the employee.
- c. Members will have the option of dues revocation on the anniversary date of their enrollment. The anniversary date for purposes of this article is the date reflected on the original SF 1187. Effective date of revocation will be the first full pay period starting after the anniversary date.

**25-5 EXCLUSIONARY PROVISIONS FROM LMA:**

The Association and the Employer recognize that the expiration of the Labor Management Agreement (LMA) shall not terminate or in any manner affect dues withholding established under this article. The parties agree that dues withholding shall continue under the procedures set forth in this article during re-negotiations of the LMA.

## ARTICLE 26

### HOURS OF WORK IN A PAY PERIOD

The employer retains the right to determine any work schedules and tour of duty required to support the mission in accordance with 5 CFR 610.121(a). The employer will consult with the Association regarding proposed changes. Impact and implementation bargaining regarding changes from the normal work schedules and tour of duty will be completed 1 pay periods prior to implementation. Upon completion of such bargaining, a minimum of two weeks notice will be provided to any employee who's work schedule is affected.

#### 26-1 SHIFTS:

1. Standard shifts are established as being:
  - a. Eight and one half (8 1/2) hours in length with one half (1/2) hour for lunch break.
  - b. Nine and one half (9 1/2) hours in length with one half (1/2) hour for lunch break.
  - c. Ten and one half (10 1/2) hours in length with one half (1/2) hour for lunch break.
  
2. Each technician is authorized a one half (1/2) hour of duty free time for a lunch break each day. The lunch periods will be scheduled between 1030 and 1300 for day shift and between 1700 and 1900 for night shift. However, the normal lunch periods should be scheduled around the midpoint of the employee's workday. The employer will assign a thirty minute period within this time frame as the normal lunch period for each employee based on mission requirements. Management will make every effort to coordinate the workload to allow an uninterrupted lunch break. However, unscheduled events may disrupt this time. This shall not be a continual (normal) practice. Employees required to work through their normal scheduled lunch period will reschedule the lunch period with their supervisor.

#### 26-2 CLEAN-UP TIME:

The employer agrees to allow a fifteen (15) minute period immediately preceding the lunch period and at the end of each workday to permit technicians engaged in work involving dirty, toxic, or hazardous substances, for personal clean-up.

#### 26-3 BREAK TIME:

Employer agrees to give each employee a (15) minute rest period in the first (4) hours and a (15) minute rest period in the second (4) hours. Rest periods may be adjusted by section supervisors in order to facilitate work requirements. The rest period will not be a continuation of the lunch period.

#### 26-4 SHIFT CHANGE NOTIFICATION:

Shift assignments will first be *offered* to qualified technicians in an assigned work area according to seniority and shop specific skill level qualifications. Seniority is defined in article 27.1 of this contract. Technicians will normally be notified no less than two weeks in advance of a shift change. Any change of work schedule from the normal will be deemed an appropriate matter of consultation between the union and the employer. WORK SCHEDULES WILL BE POSTED, IN EACH WORK AREA. SUPERVISORS WILL MAKE EVERY EFFORT TO VERBALLY NOTIFY THOSE INDIVIDUALS AFFECTED BY THE CHANGE.

Technicians are required to give management four (4) weeks notice from the requested implementation date for shift preference. Changes to shift assignments will be effective at the beginning of a pay period. The technician making the request will stay on that shift for at least four months unless a technician with more seniority request that shift. Management retains the right to rotate shifts, to maintain a balance of skills on tours of duty and to reassign employees for the purpose of accomplishing required training of augmentees and training in the areas of safety and career development. Management at all levels will attempt to insure maximum stability and concern for employee welfare in establishing work schedules required by mission demand. Likewise, the Employer agrees to make every possible effort to provide training and opportunities to maintain proficiency while employees are within their preferred shift. If a shift change becomes necessary, the Employer will provide an affirmative training program and qualified trainer for the employee requiring such training. Tours of duty will not normally be less than two weeks duration.

#### **26-5 SPECIAL SHIFT ASSIGNMENTS**

Management recognizes that there are circumstances pertaining to shift schedules that create personal and family problems with some technicians. Employees requesting to work alternative work schedules for personal and/or family problems will be considered on a case-by-case basis. Every consideration will be given to the guidance provided by OPM regarding the Federal Family Friendly Workplace Programs.

#### **26-6 STANDBY/BEEPERS:**

No standby at home in a non-pay status will be required of any technician. Employees who are required to respond to beeper or cell phones will be compensated according to article 18 of this contract.

#### **26-7 PREMIUM PAY:**

All shift, holiday and Sunday premium pay will be paid as authorized by law, regulation or CFR. Tours of duty shall not be established or modified solely for the purpose of avoiding the payment of holiday or premium pay.

#### **26-8 Differential Pay:**

Employees regularly assigned to a night shift who are temporarily assigned to a day shift or to a night shift having a lower night shift differential, shall continue to receive the regular night shift differential, IAW 5 CFR 532.505

#### **26- 9 PHYSICAL TRAINING (PT)**

a. Those employees wishing to participate in physical exercise activities may do so according to T.P.R 792.1 which states the following:

Physical fitness training will be conducted a maximum of one (1) hour a day, three (3) days a week, during either the first hour of the work shift, the hour before lunch or the last hour of the work shift. The maximum number of hours will be three (3) hours per week. The bargaining unit recognizes that the mission of the New Jersey Air National Guard is paramount. Therefore, participation of any individual for a specific day may

be denied by their immediate supervisor, based on the mission requirements. However, no one employee should be asked to forfeit his or her P.T. period continuously. This should be rotated between the employees; hence, everyone who wishes to participate in the physical fitness program is offered the opportunity.

- b. Supervisors may modify the normal periods designated for PT to ensure full participation in this program by the technician. In the event the proposed changes in the current P.T. policy occurs, the association will be consulted and given the opportunity to present their views and recommendations.

## ARTICLE : 27

### SENIORITY

#### 27-1:

Seniority will be determined by the most recent permanent appointment (to include indefinite positions) as a technician in the 177<sup>th</sup> Fighter Wing. In cases where there is a break in technician service, previous technician employment does not count towards seniority. Any onboard technicians that had a break in service prior to the effective date of this agreement are exempt. When more than one technician has the same seniority date, the tie-breaker for determining seniority will be service comp date.

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## ARTICLE : 28

### REDUCTION-IN-FORCE

#### 28-1 GENERAL:

The Adjutant General is responsible for implementing a reduction in force.

#### 28-2 PROCEDURES:

Procedures relating to reduction in force will be governed by provisions of National Guard Bureau Regulation TPR 351, Public Law 95-454 and this article. The detailed procedure to effectuate this article will be determined in accordance with Article 3 (IMPACT BARGAINING) of the Labor Management Agreement. Further it is agreed between the parties that procedures used by management officials in exercising their authority will be as negotiated in this contract.

#### 28-3 DEFINITIONS:

a. Reduction-in-Force (RIF): RIF occurs when a technician is released from a competitive level by separation, change to lower grade, furlough for more than 30 days, or reassignment involving displacement of another technician, when lack of work or funds, reorganization, abolishment of positions, transfer of functions, reclassification due to change of duties, or the need to make a place for a person exercising reemployment or restoration rights requires the agency to release the technician.

b. Competitive Areas: That portion of the bargaining unit affected by the RIF.

c. Competitive Levels: All positions within the competitive area which are in the same grade, same service (dual status/non dual status) and are so alike in qualification, requirements, duties, and responsibilities, that the incumbent can be moved from one position to another without undue interruption of work.

d. Tenure Groups: Technicians are divided into three (3) Tenure Groups:

Group I - Technicians under permanent appointments that are not serving on probation or trial periods.

Group II - Technicians serving on probation or trial periods.

Group III - Technicians who have been given indefinite appointments in the excepted service

e. Retention Registers: A record that lists technicians in descending order, within their competitive levels, starting with the technician with the highest score first. Retention standing within each tenure group is established by using the following criteria:

1. Technicians will be given two (2) points for each EXCEEDS STANDARDS rating received during the previous three years

2. Technicians will be given (1) point for each MEETS STANDARDS rating received during the previous three years.
  3. Technicians will be given one(1) point for each complete year of creditable service as a New Jersey Air National Guard technician.
  4. If a tie exists, the Service Comp Date will be used as a tiebreaker.
  5. The retention register will be established in descending order.
  6. Once authority for a reduction in force has been received, receipt of a new performance appraisal will not affect the technicians standing in the current reduction in force.
  7. Technicians with an overall performance rating of UNSATISFACTORY may only compete with or displace other technicians with UNSATISFACTORY performance appraisals.
- f. The retention register will be furnished to the labor organization as soon as it has been compiled.

**28-4 HRO RESPONSIBILITIES:**

- a. Meet with the labor organization to explain the need for a reduction in force, upon request provide all documents and correspondence received, relative to the RIF action. The parties will then consult and confer on the process to be used..
- b. After impact bargaining with the labor organization, notification of the RIF will be in the form of a posted written general notice as far in advance as possible. In any case however, the notice will not be less than 60 days in advance. The general notice will contain as a minimum:
  - 1) The established competitive area.
  - 2) The established date appraisals are to be/have been frozen.
  - 3) The date personnel actions are frozen, i.e. reassignments, promotions, hiring, etc.
  - 4) POC for program counseling.
  - 5) Established date and times for appropriate separation briefings, etc.
- c. Screen the manning documents to determine which vacancies will be needed for placement action.
- d. Develop an aggressive placement program to include contact with other states, local federal activities, local government and private employers.
- e. A separate written notice will be given to each affected technician to be RIF'd at least 60 days prior to the effective date of the action. This notice will state specific actions and known alternatives to be offered to the individual. The following information, as applicable, is to be included when preparing a specific notice of reduction in force:
  1. Reason for the action.
  2. Specific action to take place (e.g., separation, furlough offer of change to lower grade, effective date ,etc.).
  3. If applicable , compatibility Competitive area and competitive level designated.

4. Service computation date, technician service date, and retention rating.
5. The position title, grade, salary, of any position offer or the reason why no offer can be made. Also, include the military grade requirements.
- 6.. Effective date of proposed RIF.
7. Where the technician may review retention registers and RIF regulations and the HRO personnel specialist to contact for information.
8. Appeal rights, how to file them and any time limits imposed.
9. An explanation of the technicians grade and/or pay retention entitlement.
- 10 An explanation of all the benefits (severance pay, discontinued service eligibility, etc)
11. Placement information and eligibility for reemployment priority list.
12. A requirement for the technician to acknowledge receipt of the notice and to accept or decline any offer.

**28-5 PLACEMENT ACTION:**

- a. The Employer will take positive action to assist technicians affected by RIF or transfer of function to be placed within the New Jersey Air National Guard.
- b. Placement assistance will also include contacts with other states, local federal activities, local government and private employers.
- c. Reemployment Priority List. A reemployment priority list must be maintained for tenure groups I and II technicians separated in a RIF. Upon receipt of a specific notice of separation, technicians will be placed on this list, but only if they have not declined an offer that preserves a non-temporary, full-time position in their present grade, step, or equivalent salary. Technicians will remain on this list for two (2) years, unless they decline in writing, accept a full-time position, or decline the offer of a full-time position in the Federal Government.

**28-6 APPEALS:**

- a. A competing technician may appeal to the Adjutant General when he/she has received a specific notice of reduction in force, and he/she believes that the Employer incorrectly applied the provisions of this contract Article, TPR 300(351), dated 22 Nov 1993, or 5 CFR 351.
  1. An appeal may be submitted upon receipt of a specific notice, but no later than thirty calendar days before the effective date of the action.
  2. The appeal must be in writing and must include the following information: Name, SSAN, position title, series and grade, position description control number (PDCN), and the place of employment.
  3. The appeal must clearly state the reason the technician believes the action affecting him/her is inappropriate, and must show that the Employer failed to comply with the RIF procedures outlined in this Article (e.g., insufficient notice, improper tenure grouping, and errors in service computation date).
- b. Extension of Time Limit. The Adjutant General may extend the appeal time limit when the technician indicates that he/she was not notified of a time limit and otherwise was not aware of it, or that circumstances beyond his/her control prevented him/her from appealing within the time limit.
- c. Decision on Appeal. The Adjutant General will issue a written decision and, where applicable, direct the HRO to take any necessary corrective action. A copy of the decision stating what corrective action will be taken is then forwarded to the technician. The decision of the Adjutant General is final and there is no further right or appeal. A copy of the decision issued by the Adjutant General will be furnished to all interested parties.

d. Corrective Action. The decision of the Adjutant General may require the HRO to take corrective action as follows:

1. Correct the retention register.
2. Correct the technician's specific notice.
3. Restore the technician to his/her former grade/pay level or one of like seniority, status, and pay when the technician was reduced or separated improperly.
4. Reimburse the technician for all pay lost as a result of any improper RIF action.

e. When a technician's appeal uncovers an error that does not change the outcome of the RIF, the Adjutant General will correct the error without requiring restoration or recall of the technician or technicians involved.

## ARTICLE : 29

### TECHNICIAN BENEFITS, RETIREMENT

#### RETIREMENT BRIEFING:

A. The HRO agrees with the union as to the benefits of providing a retirement briefing annually, and therefore will make every effort to do so. All technicians who are eligible to retire within a five-year period of the briefing will be allowed to attend. Technicians unable to attend the HRO sponsored retirement briefing will be encouraged to schedule a session during normal duty hours with an HRO representative.

B. The briefing should consist of but is not limited to:

1. Retirement Planning
2. FEGLI Life Insurance
3. Health Insurance Options.
4. Survivor Benefits
5. Total Retirement Benefits

C. Letters to affected technicians shall be generated by the HRO Office and an invitation extended to the employees' spouse to also attend this briefing.

## ARTICLE 30

### HEALTH AND SAFETY

#### 30-1 GENERAL:

The Employer agrees to make every effort to provide safe and healthful working conditions in compliance with applicable laws and regulations. The Union recognizes its responsibility to encourage all technicians to observe safety policies and procedures, and that the Employer is responsible to provide required safety training. Appropriate actions to correct the unsafe situation must be taken by both the Employer and the employees. The Union and technicians may also assist by suggesting methods of improving safety conditions.

#### 30-2 HAZARD REPORTING:

Management has the responsibility to insure that the working conditions are as safe as possible and that all technicians observe safety rules and procedures. All technicians should report violations and hazards as soon as they are noticed and take appropriate actions to correct the unsafe situation. A hazard may be reported by any person and may be submitted on any event or condition that affects safety and health. 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, an appropriate Hazard Report will be prepared and given to the section supervisor. Hazard Reports may be submitted anonymously, directly to the Safety Office. The Safety Office will review and evaluate the report IAW applicable directives. If after review and processing of the report by the Safety Office, the originator is not satisfied, the employee may appeal IAW regulations first, then if still not satisfied file a grievance.

#### 30-3 HAZARDOUS MATERIAL:

COMMUNICATIONS TRAINING: The Employer agrees to provide HAZCOM/HAZMAT training in accordance with Federal and State laws and will be implemented in accordance with DOD directives. Material Safety Data Sheets (MSDS) shall be available to the employees affected and available in the work center for the technician's use. All personnel will receive the training required by the directives and standard detailing the hazards associated with chemicals used in their respective shops. Employees who use or are potentially exposed to hazardous materials in the normal course of official duties, will receive training on the specific hazards at their work. This training will be conducted upon initial work area assignment and whenever a new hazard is identified or introduced into the work area. This initial training will occur before employees are exposed to hazardous materials.

#### 30-4 PERSONAL PROTECTIVE EQUIPMENT:

The Employer will provide Personal Protective Equipment (PPE) when needed. This equipment will be made readily available for use. Exchange for unserviceable PPE will be at no charge to the employee. PPE required for each work center will be determined by the Safety Office and Bio Environmental Engineering Services in accordance with prescribed directives, applicable regulations and Technical Orders. Provisions will be made for cleaning and care of the equipment

at the facility or another suitable facility at no cost to the employee. Lockers and/or storage space shall be provided for PPE.

### **30-6 WORKERS COMPENSATION**

A. Employees shall immediately report job connected injuries or illnesses to their supervisor. The supervisor, with the employee, shall ensure proper procedures are followed and that all necessary documents are completed. When the employee is incapacitated and unable to notify the supervisor of injury or illness, it shall be management responsibility to initiate required procedures as soon as they are aware an incident has occurred. Local processing of worker's compensation claims will be coordinated with HRO. In all situations involving federal worker's compensation, the HRO is available to assist the employee and if necessary ensure all required procedures are accomplished. In the event of a worker's compensation claim, HRO will advise the employee as to their entitlements and obligations under the Employee's Federal Compensation Act.

B. OWCP Continuation of Pay IAW Federal Employee's Compensation Act: For any covered injury incurred while in a duty status, technicians are entitled to continuation of pay (COP) status for a period not to exceed forty-five (45) days. Early filing of a Workers' Compensation Claim Form CA-1 for an injury/ CA-2 for illness/disease is essential to ensure full coverage for any job-related injury or illness.

C. The Employer agrees that when an employee suffers a job-related injury or occupational illness, every effort will be made to assign temporary light duty when approved by the attending physician. Light duty does not apply to an injury obtained off the job.

### **30-7 IMMINENT DANGER:**

A. Applicable safety directives will not be violated in the performance of a technician's duties. Assigned duties that violate safety directives will be brought to the immediate attention of a management official.

B. The term imminent danger means conditions or practices in a workplace which could reasonably be expected to cause death or serious physical harm immediately or before such dangers can be eliminated through normal abatement procedures.

1. In the case of imminent danger situations, employees shall make reports by the most expeditious means available.
2. The employee has the right to decline to perform assigned tasks because of a reasonable belief that, under the circumstances, 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 hazard reporting and abatement procedures. In these instances, the employee must report the situation to the 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 the supervisor shall request an inspection by the Safety Office. Management will notify the Association if working conditions will be affected by this condition or the proposed/actual corrective action.

### **30-8 TEMPERATURE RESTRICTIONS:**

A. The Employer and the Labor Organization mutually recognize the hazards of working in extremely cold or extremely hot temperatures, while at the same time, acknowledge the necessity for accomplishing certain tasks to varying extent even in the most extreme temperatures. It is acknowledged that it is the responsibility of each employee to insure the adequacy of cold/hot weather gear worn and to make full and proper use of all such protective equipment prior to venturing out into extreme temperatures. Climate control equipment availability and tasks that are done in protected areas may allow for extended periods of work during extreme temperatures. Employees, whose duties require work out of doors with repetitive prolonged exposure, will be furnished appropriate protective gear at no cost to the employees.

B. Management acknowledges that certain extreme temperature conditions could arise, which would preclude the performance of work on a sustained basis. The Bioenvironmental Office will be the point of contact for all matters concerning extreme thermal stress (heat and cold) using the OSHA recommended guidelines.

C. Extreme cold:

1. Outside, unsheltered work will be monitored when the ambient temperature is computed to be 30.2 degrees Fahrenheit. The supervisor will be cognizant of the safety of the employees in extreme cold weather environments.
2. During outside, unsheltered work, supervisors should consider personnel rotations when the WCI/ECT reaches minus ten (-10) degrees Fahrenheit.

D. Extreme Heat:

1. The employer will use the wet bulb method of determining exposure to extreme heat.
2. It is realized that tolerance between individuals differs and that the type of outside work being accomplished affects the body heat generated by a worker, therefore, common sense must be applied when considering maximum exposure time.

### **30-9 SEVERE WEATHER:**

When a weather warning /watch is received, the Maintenance Operations Center (MOC) will pass on this warning/watch to all maintenance sections when thunderstorms/lightning are within ten miles of the base. When the thunderstorm/lightning approaches within five (5) miles of the base, all operations involving refueling, defueling, and fuel system repair, liquid oxygen servicing, munitions, and flight line aircraft maintenance activities will cease. During periods of high winds, 30 knots or higher, all outside fuel system maintenance will cease and, supervisory personnel will take appropriate action in the accomplishment of other maintenance activities to meet mission requirements without hazard to personnel or equipment. (Comm, Security, Civil Engineering). The MOC will notify necessary sections to secure aircraft, equipment, and work areas. (Ref 177<sup>th</sup> LOI 91-2)

### **30-10 TDY SAFETY:**

When technicians are sent to repair/retrieve an aircraft or other equipment out of commission at other than home station, full consideration will be given by the Employer to the method, the means, and the appropriate number of personnel by which such repair should be accomplished, to insure both expeditious job accomplishment and safety of personnel.

## ARTICLE : 31

### CLASSIFICATION ACTIONS

#### 31-1 GENERAL

The employer will provide an employee written notice of any downgrade resulting from a reclassification no less than thirty days in advance of the implementation of the downgrade. The employer will include with the notice a copy of the employee's position description that will be applicable after implementation of the downgrade.

- a. The employer will make available, upon request, the OPM/Civil Service Classification Standards that the position was graded by.
- b. Also provide further information, knowledge and assistance on rights and appeal preparation

#### 31-2 RECLASSIFICATION DOWNGRADE

- a. No personnel actions resulting directly from downgrading will be taken until management and the labor organization negotiate the impact of the proposed action(s). The parties will meet within one (1) week after advance notice of the action(s) is provided to the Labor Organization.
- b. Normally, individuals will not be downgraded until an on site classification desk audit of the duties being performed, has been accomplished by the Human Resource Office and in coordination with the immediate supervisor. In some instances, a desk audit may not be warranted, and in this situation, will be explained by HRO. This audit shall take place before the effective date of the proposed action(s). The annual position description review shall not fulfill the requirements of this desk audit
- c. The employer will not utilize classification actions for the purpose of either reward or punishment.

#### 31-3 GRADE RETENTION

During the grade retention period (2 years) if a vacancy of equal or intervening grades exists for which the technician is fully qualified, the technician may be offered the position. If there is more than one fully qualified eligible technician in grade retention the internal placement plan will be utilized.

## ARTICLE : 32

### HAZARDOUS DUTY PAY AND ENVIRONMENTAL DIFFERENTIAL PAY

#### 32-1 PURPOSE:

The purpose of this article is to define the situations under which Hazardous Duty (HDP) and environmental differential pay (EDP) will be paid to employees. Specific procedures and guidelines are established in 5 CFR Part 532 and 550.

#### 32-2 COVERAGE:

This article applies to New Jersey Air National Guard civilian employees of the 177th FW whether they are employed on a full-time, part-time, indefinite, temporary or intermittent basis.

- a. HDP applies only to General Schedule employees. HDP may not be paid to an employee when the hazardous duty or physical hardship has been taken into account in the classification of the employee's position.
- b. EDP applies only to Prevailing Rate System employees (Wage Grade).

#### 32-3 POLICY:

HDP and EDP are additional compensation programs available to employees for actual exposure to hazards, physical hardships or working conditions of an unusually severe nature. Authorization for these differentials does not eliminate the continuing responsibility of all concerned to initiate positive actions to eliminate or reduce danger and risk which contribute to or cause the hazard, physical hardship or working condition.

- a. The existence of HDP and EDP differentials is not intended to condone work practices which may circumvent federal safety laws, rules or regulations. However, when the Employer is unable to practicably eliminate the unusually severe nature of the hazard, physical hardships, or working conditions an environmental differential may be authorized.
- b. When potential hazards or physical hardships are identified in a work assignment, first consideration must be given to the protection of the employee. Protective measures which reduce the hazard and/or physical hardship to the employee must be made available if at all practicable and the application of these measures enforced. The payment of HDP and EDP is a measure which admits that no available means can reasonably be employed to adequately, or where appropriate, practically eliminate the hazard/physical hardship.

#### 32-4 RESPONSIBILITIES:

- a. Employees: Each employee is required to work within the dictates of the sound safety and occupational health practices and procedures. In those instances where the application of these practices and procedures cannot eliminate a hazardous situation, the employee must take positive steps to report the situation, and if appropriate, initiate a request to establish an HDP/EDP

situation. Recommendations will be forwarded through supervisory channels to the HRO with a copy to the Labor Organization.

b. Supervisors: All supervisors and managers must insure that safety practices and acceptable work procedures are followed. In those instances where the application of these practices and procedures cannot adequately alleviate a hazardous situation, the supervisor or manager will take positive steps to report the situation, and if appropriate, initiate a request to establish an HDP/EDP situation. Upon receipt of a request to establish an HDP/EDP situation, the supervisor must examine the situation, provide recommendations, and forward the request through supervisory channels to the HRO office. Supervisors and managers do not have the authority to approve or disapprove a request to establish a payable HDP/EDP situation.

NOTE: Each supervisor or manager must forward HDP/EDP requests through supervisory channels to the HRO with a copy to the Labor Organization Chapter President.

c. EDP/HDP Program: (IAW TPR 532.8) The HRO is responsible for the management of the EDP/HDP programs. The HRO shall establish an EDP/HDP committee consisting of a chairman and a minimum of four members for the purpose of making determinations on local work situations and on the administrative procedures of the plan. Individuals will be appointed to the committee by the NJDMAVA/Activity managers to include union representatives. All changes to EDP/HDP program will be negotiated with the Labor Organization.

d. EDP/HDP Committee: (IAW TPR 532.8) The committee will meet at least annually and more frequently upon the direction of the HRO. The committee is responsible for reviewing existing approved situations to determine whether or not the situation still exists, which originally warranted payment. When situations identified warrant consideration for EDP/HDP, a request should be submitted in writing through normal channels to the HRO. Upon receipt of the request for eligibility determination for EDP/HDP the chairman will convene the committee at the earliest opportunity to evaluate the request to determine its eligibility for and rate of pay in accordance with the guidelines established by 5 CFR Part 532.511 or 550.902. The committee is authorized to seek outside assistance (i.e. NGB, OSHA personnel, Bioenvironmental Engineers) to resolve complex situations.

**32-5 HAZARDOUS DUTY PAY (HDP)**: This section provides details necessary to implement the HDP authorization as authorized by Title 5, United States Code.

a. Coverage: This process establishes procedures for irregular or intermittent duty involving unusual physical hardship or hazard. The law applies to GS employees serving in a full-time, part-time or intermittent position. In order for an individual to be eligible for HDP, he/she must be performing hazardous duties or duties involving physical hardship. The situations authorized for HDP are contained in Appendix A of 5 CFR, part 550.

b. Definitions:

(1.) Duty involving physical hardship means duty that may not in itself be hazardous, but causes extreme physical discomfort or distress and is not adequately alleviated by protective or mechanical devices, such as:

(a.) Duty involving exposure to extreme temperatures for a long period of time.

(b.) Duty involving arduous physical exertion, or exposure to fumes, dust, or noise that causes nausea, skin, eye, ear or nose irritation.

(2) Hazardous duty means duty performed under circumstances in which an accident could result in a serious injury or death, such as duty performed on a high structure where protective facilities are not used or on an open structure where adverse conditions such as darkness, lightning, steady rain, or high wind velocity exist.

(3) Hazard pay differential: means additional pay for performance of hazardous duty or duty involving physical hardship.

c. Authorization to pay HDP: HDP may only be paid to employees who are assigned hazardous duty or duty involving physical hardship. The supporting pay branch is authorized to pay HDP when:

- (1) There is an approved HDP situation.
- (2) The appropriate supervisor has processed the required documentation to civilian pay.

d. Payment of HDP:

(1) Hazardous pay differentials may not exceed an amount equal to 25 percent of the rate of base pay applicable to the employee. Hazard pay is in addition to any additional pay or allowances to which the employee is entitled. It shall not, however, be used to compute any additional pay or allowances payable under another statute or law, If a technician is being paid at a retained rate, that rate is his rate of base pay for the purposes of computing HDP.

(2) When an employee performs duty for which hazard pay is authorized, they will be entitled to hazard differential pay for the hours in a pay status on the day in which the duty was performed. Hours in a pay status for work performed during a continuous period extending over two days shall be considered to have been performed on the day on which the work began and allowable hazardous pay shall be charged to that day.

(3) Payment of hazardous pay is authorized for employees only while they are in a pay status.

(4) Payment of the HDP shall normally be made to the employee not later than the second pay period after the actual exposure takes place.

e. Termination of HDP:

- (1) The Employer shall discontinue payment of HDP to an employee when:
  - (a) One or more of the conditions requisite for such payment ceases to exist;
  - (b) Safety precautions have reduced the hazard to a less than significant level of risk, consistent with generally accepted standards that may be applicable, such as those published by the Occupational Safety and Health Administration (OSHA), AFOSH, and Department of Labor (DOL); or
  - (c) Protective or mechanical devices have adequately alleviated physical discomfort or stress.

**32-6 ENVIRONMENTAL DIFFERENTIAL PAY (EDP)**: This section provides the details necessary to implement an Environmental Differential Pay program for Wage Board employees as authorized by 5 CFR, Chapter 1, Section 532.511.

a. Basis for EDP: Environmental Differentials are paid for those work situations in which the employee is exposed to a potentially severe hazard which has a real probability of occurrence and for which no adequate precautions or protective facilities are possible to minimize or practically eliminate physical injury, illness or death to the employee should the potential of the situation actualize. The hazard must involve a real threat with no effective measures available to adequately alleviate the employee from attendant discomforts or threat of injury. If no effective measures are available to protect the employee from the effects of the work environment, appropriate compensation through EDP must be provided.

b. Payment for EDP situations:

- (1) An environmental differential is paid to a wage grade employee who is exposed to a hazard, physical hardship, or working condition of an unusually severe nature. A schedule of environmental differentials is contained in Appendix A, 5 CFR, part 532, subpart E.
- (2) An employee who is subjected at the same time to more than one hazard, shall be paid for that exposure which results in the highest differential, and shall not be paid for more than one differential for the same hours worked.
- (3) Environmental differential pay is authorized only when employees are in a pay status. Overtime which is worked for compensatory time off is not considered as a pay status for the purpose of receiving EDP.
- (4) Payment of EDP shall normally be made to the employee no later than the second pay period after the actual exposure takes place.

c. When EDP is paid:

- (1) An employee entitled to environmental differential pay shall be paid an amount equal to the percentage rate authorized by OPM for the category in which the hazard or working condition falls, multiplied by the rate for the second step of a WG-10 on the current regular non-supervisory wage schedule for the wage area for which the differential is payable, counting one-half cent and over as a whole cent.
- (2) When an employee is entitled to EDP, which is paid on an actual exposure basis, they shall be paid a minimum of one (1) hour differential pay for the exposure. For exposure beyond one (1) hour, the employee shall be paid in increments of one-quarter (1/4) hour for each fifteen (15) minutes or portion thereof in excess of fifteen minutes; e.g., if an employee is exposed for one (1) hour and six (6) minutes, they will receive EDP for one (1) hour and fifteen (15) minutes.
- (3) An employee entitled to an EDP on the basis of hours in a pay status shall be paid for all hours in a pay status on the day on which they were exposed to the situation.
- (4) An employee may not be paid more than one environmental differential for a particular period of work.
- (5) The payment of EDP is computed on the basis of the highest environmental differential rate authorized during the period of entitlement.
- (6) The number of hours an employee is paid EDP shall not exceed the number of hours of duty performed by the employee on the day of exposure except as required by paragraph (c) (3) of this section.

**32-7 DOCUMENTATION FOR EDP/HDP EXPOSURE:**

a. The appropriate supervisor authorized to certify the time and attendance card will certify the exposure for pay purposes in approved situations.

b. A record of EDP hours can be found on each individual's time and attendance card, which is retained for six (6) years IAW AFMAN 37-139.

**32-8 EDP/HDP REQUESTS:** All requests will be handled in an expedient manner.

## ARTICLE : 33

### OCCUPATIONAL HEALTH MEDICAL EXAMINATIONS PROGRAM

#### 33-1 Purpose:

The Employer agrees to maintain an ongoing medical surveillance program, for the expressed purpose of testing the areas/work centers of technicians whose occupation routinely exposes them to various physical, chemical or biological hazards.

#### 33-2 Procedures:

A. Placement of technicians onto the Occupational Health Medical Examinations Program will be determined by the Aerospace Medicine Council (AMC). These determinations will be based upon current OSHA Standards, Air Forces Regulations, and/or the professional opinions of the members of the AMC, whichever is more stringent. The employer will provide to the Association a copy of the Aerospace Medicine Council meeting minutes.

B. All technicians enrolled in the Occupational Health Medical Examinations Program will be given required occupational health medical examinations (OHME) with special consideration given to their various working conditions. Upon request, The Labor Organization will be given a complete list of all effected specialties and/or work areas by the Aerospace Medicine Council.

## ARTICLE 34

### TEMPORARY DUTY ASSIGNMENT

#### 34-1 GENERAL:

A Temporary Duty Assignment (TDY) will be announced as soon as information on the assignment is available. The association will be informed of TDY situations and given updates. So far as necessary in the full performance of their position duties, employees are responsible for responding to temporary duty assignments in the same manner as to duties at their permanent duty station. Information on the assignment will be made known on a continuing basis to the affected technicians as it becomes available.

#### 34-2 STEWARD:

As soon as practical a steward may be appointed by the labor organization in accordance with Article 24. Contingent upon the appointment of a steward the chapter president or designee will be the point of contact.

#### 34-3 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 should be sought before non-volunteers are assigned. When no volunteers or an inadequate number of volunteers are available management will make selection (s) based on mission requirements. Management agrees to fairly assign qualified volunteers for temporary duties.

#### 34-4 LODGING:

Lodging will be in accordance with DOD Joint Travel Regulations, Volume II and AFI 34-246. Employees are not required to use Government quarters while TDY, however, when adequate government quarters are available and other lodgings are used, lodging reimbursement is limited to the government quarters' cost. When other lodging is used in this manner, management has no obligation to provide transportation between the duty station and the quarters. If the installation billeting office determines that quarters are not available, a certificate of non-availability will be provided. The employer is responsible to provide transportation between the duty station and quarters when adequate government quarters are not available and when required for accomplishment of the mission. Per diem may be authorized and will be provided consistent with the JTR's.

#### 34-5 MODE OF TRANSPORTATION:

a. Employees will use the method of transportation administratively authorized on travel orders as most advantageous to the Government. Any additional cost or time resulting from use of a method of transportation other than specifically authorized will be the employee's responsibility. Travel by privately owned conveyance may be authorized when employees are engaged on official business. Travel by privately owned vehicles will not be directed but may be authorized at the Employer's discretion. When an employee uses a privately owned conveyance as a matter

of personal preference while traveling, reimbursement will be in accordance with applicable regulations and the JTR volume II. Compensatory time gained will not exceed that of which is granted to employee's traveling by government conveyance.

b. 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 other time used will be in an authorized leave status.

#### **34-6 TRAVEL VOUCHERS:**

The employee will submit a travel voucher, DD Form 1351-2, to the Finance Office in all cases when travel is completed. The voucher should be submitted within five (5) workdays after completion of travel. The filing of travel vouchers and time spent obtaining per diem/travel arrangements, may be accomplished while on duty status. A trained individual is available to advise/assist the technician with such vouchers during the Finance office's normal duty hours. Reimbursement of travel expenses will be received within thirty days of submission of the voucher.

#### **34-7 TRAVEL ADVANCES:**

If authorized and requested, advance per diem will be determined and paid a maximum of three (3) days in advance of the departure date. Those technicians authorized to carry the government charge card will not normally be entitled to advance per diem. ATM features will be used to provide these employee's with the necessary per diem. Per diem for travel or temporary duty as a technician shall be paid at the maximum rate in accordance with the Joint Travel Regulations, Volume II.

#### **34-8 WORKING CONDITIONS:**

The employer agrees that every reasonable effort will be made to insure that adequate numbers of technicians will support each TDY to insure the health, safety, welfare, and morale of each technician.

#### **34-9 COMPENSATORY TIME:**

- a. Time spent traveling (but not other time in travel status) away from the permanent duty station is hours worked when it cuts across the employee's workday. The time is not only hours worked on regular workdays during normal working hours but also during the corresponding hours on non-workdays. For additional guidance refer to Article 18.
- b. When practical, travel will normally be arranged within the employees scheduled hours of work.

#### **34-10 PRUDENCE IN TRAVEL/ORDERS:**

An employee 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. Employees will be responsible for excess costs and any additional expenses incurred for personal preference or convenience.

TDY Orders will normally be prepared and delivered, five (5) working days in advance of departure.

**34-11 WORK TIME ACCOUNTABILITY:**

All scheduled work time will be accounted for in the same manner as at home station.

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## ARTICLE 35

### RIGHT TO INFORMATION

A. Upon request, the employer shall provide to the Labor Organization information concerning bargaining unit member's conditions of employment, unless disclosure of the requested information is prohibited by law as provided for in 5 USC 7114 (b) (4).

B. The bargaining unit representative must show why they need the information, how they will use it and how that is important to their representational duties.

C. All information will be requested in writing by a union representative or national field representative concerning any condition of employment. The employer shall provide this information within a mutually agreed upon deadline. If mutual agreement on this deadline cannot be achieved, a five working-day deadline will be implemented.

D. Examples of this information may be a proposed position description change, information concerning a reduction in force, or a transfer of function, to name a few. The local chapter of ACT requesting this information may go directly to the Commander of the base or facility. The national field representative will request information through the HRO.

## ARTICLE 36

### AGREEMENT ADMINISTRATION

#### 39-1 EFFECTIVE DATE

The effective date of this agreement shall be after the date of execution by the parties and upon the approval by the Agency (DOD). These dates will be made part of the agreement prior to distribution.

#### 39-2 AGENCY APPROVAL

- a. The head of the Agency shall approve the agreement within 30 days from the date the agreement is executed by the parties if the agreement is in accordance with the provisions of applicable law, rule, or regulation.
- b. If the head of the Agency does not approve or disapprove the agreement within the 30-day period, the agreement shall take effect 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.

#### 39-3 AGREEMENT DURATION

This agreement will remain in effect for four years from the date of approval by the Agency, or under the provisions of PL 95-454, section 7114, (c) (3) whichever is applicable.

#### 39-4 AGREEMENT AMENDMENTS/SUPPLEMENTS

- a. This agreement may be subject to amendments or supplements at any time when mutually agreed upon by both parties.
- b. Either party may initiate negotiations at the mid-point of this agreement for provisions not covered in this agreement after service of notice no later than sixty-(60) days prior to the midpoint of this agreement.
- c. 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 a summary of the change.
- d. Representatives of the employer and the Association will meet within 30 days of the date of notification (paragraph b), to commence negotiations of the proposed amendment or supplement, unless a later date is mutually agreed upon.
- e. Approval of an amendment or supplement to the agreement will be accomplished in the same manner as provided for approval of the basic agreement.

### **39-5 NEGOTIATING A NEW AGREEMENT**

- a.** Either party may initiate negotiations upon written notification to the other party no more than 120 days and no less than 60 days prior to the expiration of the current agreement.
- b.** Thirty (30) days after receipt of notification, 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 of a new contract.
- c.** If neither party gives the required notification as required in paragraph b above, this agreement shall continue for additional one year periods. Unless either party serves written notice to the other party as provided by paragraph b.

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Attachment #1

**TECHNICIAN ORIENTATION BRIEFING FOR NEW EMPLOYEES**

Technician Name: \_\_\_\_\_ Date of Briefing: \_\_\_\_\_

Permanent Hire: \_\_\_\_\_ I FULLY UNDERSTAND  
THE BRIEFING FOR THIS  
ITEM

1. Mission and Organization \_\_\_\_\_
2. Technician rights, opportunities, and privileges \_\_\_\_\_
3. Responsibilities and obligations of the New Jersey  
Air National Guard technicians, including restrictions  
with regard to gratuities and outside activities. \_\_\_\_\_
4. Leave, pay, health benefits, insurance, retirement,  
and injury compensation. \_\_\_\_\_
5. Disciplinary and adverse action. \_\_\_\_\_
6. Probationary period. \_\_\_\_\_
7. Merit promotion policy, fair employment policy,  
and incentive awards programs. \_\_\_\_\_
8. Items covered by a negotiated agreement. \_\_\_\_\_
9. Health and safety. (Scheduled hearing test and other  
required baseline occupational exams with Med Sq. \_\_\_\_\_
10. Security and safeguarding information \_\_\_\_\_
11. The following forms have been explained by DPC,  
reviewed and signed by the individual .  
W-4, SF-144, SF-61, SF-256, SF-2809, SF-181,  
SF-2817, OF-306, Form I-9, NGB 904-1, NGAUS  
Disability Form . \_\_\_\_\_
12. Credit for active duty and other civil service  
Employment. Military Buyback & 3 year window  
for FERS. \_\_\_\_\_
13. Employee has received the telephone booklet. \_\_\_\_\_

I have been briefed by the Personnel Assistant on the information listed on this form.

SIGNATURE OF EMPLOYEE \_\_\_\_\_ DATE: \_\_\_\_\_

**GRIEVANCE FORM**

1. Grievant's Name(s): \_\_\_\_\_

2. Grievance Step: \_\_\_\_\_

3. Unit/Work Site: \_\_\_\_\_ 4. Duty Phone: \_\_\_\_\_

5. Position(s) Occupied: \_\_\_\_\_

6. Representative's name and duty phone: \_\_\_\_\_

7. Grievance addressed to: \_\_\_\_\_

8. BACKGROUND AND NATURE OF THE GRIEVANCE: \_\_\_\_\_

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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9. GRIEVANCE REMEDY: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. Signature of Grievant(s): \_\_\_\_\_ (date)

11. Signature of Representative: \_\_\_\_\_ (date)

12. Received by: \_\_\_\_\_ Date: \_\_\_\_\_

