

Negotiated Agreement

Between

THE ADJUTANT GENERAL OF IOWA

And

**AMERICAN FEDERATION OF
GOVERNMENT EMPLOYEES LOCAL
2955**



2012

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PREAMBLE

Pursuant to policy set forth in 5 U.S.C. Chapter 71, issued by the President of the United States and subject to all existing or future applicable statutes, the following articles constitute an agreement by and between the Adjutant General of Iowa, hereinafter referred to as the "Employer" and Local 2955, American Federation of Government Employees, AFL-CIO, hereinafter referred to as the "Labor Organization".

ARTICLE 1

RECOGNITION AND UNIT DETERMINATION

Section 1. The Employer recognized that AFGE Local 2955 is the exclusive representative of all technicians employed at the Des Moines Iowa Air National Guard base, except those technicians assigned to managerial, supervisory or professional positions or those positions not excluded by 5 U.S.C. 7112. The Labor Organization recognizes its responsibility of representing the interest of the technicians without discrimination and without regard to Labor Organization membership with respect to grievances, personnel policies, practices, and procedures or other matters affecting their general working conditions, subject to the express limitations set forth elsewhere in this agreement. 2002 Negotiations

Section 2. This agreement is applicable to all non-supervisory, non-managerial, and non-professional employees of the Iowa ANG, Des Moines International Airport, Des Moines, Iowa and those not excluded by 5 U.S.C. 7112. 2002 Negotiations

ARTICLE 2

PURPOSE

The Employer and the Labor Organization, representing all the non-supervisory, non-managerial, and non-professional employees of the Employer, desire to enter into a Labor Management Agreement, which will have for its purposes, among other, the following:

- a. To promote fair and reasonable working conditions.
- b. To promote programs designed to aid the employees in achieving their acknowledged and recognized objectives.
- c. To promote the highest degree of morale and responsibility in the Base Technician Detachment, Iowa ANG, Des Moines, Iowa.
- d. To adjust promptly all differences arising between them related to matters covered by this Labor Management Agreement.
- e. To promote systematic labor-management cooperation between the Employer and its employees.
- f. To provide a safe and healthful working environment. (All references to unit shall mean bargaining unit unless otherwise specified.) 1993 Contract Negotiations

ARTICLE 3

MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 1. Management retains the right to:

- a. Determine the mission, budget, organization, number of employees, and internal security practices of the agency; and
- b. In accordance with applicable laws:
 - (1) 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.
 - (2) To assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted.
 - (3) With respect to filling positions, to make selections for appointments from:
 - (a) Among properly ranked and certified candidates for promotion; or
 - (b) Any other appropriate source; and
 - (4) To take whatever actions may be necessary to carry out the agency mission during emergencies.

Section 2. When emergency procedures are invoked by the employer, the employer will advise Local 2955 of the circumstances causing the emergency and its expected duration as soon as possible. In any emergency, management agrees to give due regard to the welfare of the employees and abide by the terms of this agreement. 2009 Contract Negotiations

ARTICLE 4

RIGHTS OF THE EMPLOYEES

Section 1. The Employer and the Labor Organization agree that employees have and will be protected in the exercise of the right freely and without fear of penalty or reprisal, to form, join and assist the Labor Organization or to refrain from any such activity; and each employee will be protected in the exercise of this right. The freedom of all employees to assist the Labor Organization will be recognized as extending to participation in the management of the Labor Organization and acting for the Labor Organization in the capacity of an organization representative, including presentation of its views to officials of the Executive Branch, the Congress, or other appropriate authority. The Employer will take action consistent with law or with directives from high authority to assure the employees are apprised of the rights described in this article and that no interference, restraint, coercion, or discrimination is practiced by the employer to encourage or discourage membership in the Labor Organization.

Section 2. The Employer affirms the right of an employee to conduct their private life, as they deem fit as long as this conduct does not violate applicable laws or regulations.

Section 3. Either party may conduct canvasses, attitude surveys, or questionnaires by conferring with the other party prior to initiating the action.

ARTICLE 5

MATTERS APPROPRIATE FOR NEGOTIATION

Section 1. The parties agree to meet and negotiate on personnel policies and practices affecting working conditions which are in the authority of the Employer, as provided by 5 U.S.C. Chapter 71.

Section 2. It is understood and agreed that any changes of any personnel policies, practices and other matters affecting working conditions of employees in the bargaining unit can only be made as provided for in this contract. Prior to the implementation of any changes, management will meet with two union officers to notify them of the proposed changes. The Union will notify the Employer in writing of its intention to negotiate the change within five (5) working days of the initial meeting. 1993 Contract Negotiations

ARTICLE 6

WORKING CONDITIONS

Section 1. Personal electronic or communication devices (e.g., cell phones, cameras, PDA's, pagers, portable music/video players, and electronic games) shall comply with the following:

- a) All personal electronic devices shall be worn as per applicable uniform regulations.
- b) Use of personal electronic devices shall comply with applicable safety and security regulations.
- c) Individuals using personal electronic devices shall consider the issues of FOD and personal safety from distractions caused by the use of these devices.

2009 Contract Negotiations

ARTICLE 7

LABOR ORGANIZATION REPRESENTATION

Section 1. A reasonable number of stewards shall be designated by the officers and chief shop steward of the Labor Organization so that each employee in this unit will have access to a steward. The Labor Organization shall supply the Employer, in writing, and maintain with the Employer a current, complete list of all elected officers, all other representatives, and all authorized Labor Organization stewards.

Section 2. The steward may receive and process grievances of employees in the unit on official time and on government property.

Section 3. Should it be necessary for a Labor Organization steward to leave his or her work area, he or she shall obtain the permission of his or her supervisor and the supervisor of the section he or she intends to visit. The steward will report to his or her supervisor upon his or her return to his or her work area. If the steward is denied permission, he or she can call the chief steward. The chief steward will be given time to arrange alternative representation, if practical, and notify the concerned parties of the delay and schedule alternative meeting times.

Section 4. Reasonable time during work hours will be granted Union Representatives and aggrieved employees for attendance at meetings with Management Officials. Reasonable time will also be allowed for representatives to meet the Employer to discuss grievances.

Section 5. The Employer agrees that duly designated representatives of the Labor Organization will be granted permission to visit the installation to meet with the Employer of Labor Organization representatives for a stated purpose during working hours. Permission will not be unduly withheld.

Section 6. An employee or group of employees in the bargaining unit desiring representation may be represented by the exclusive Labor Organization in filing a grievance over the interpretation or application of the agreement. An employee or group of employees wishing to present such a grievance without the intervention of the exclusive Labor Organization may do so providing the adjustment is consistent with terms of this agreement and the Labor Organization is given the opportunity to have an observer present on official time at the time of the adjustment. If such discussions involve matters of personnel policies or other matters which the Employer is obligated to discuss or negotiate with the Labor Organization, such decisions will not be made until this obligation is discharged and will not conflict with existing agreements with the Labor Organization. 1988 Contract Negotiations

Section 7. Labor Organization representatives and aggrieved employees will be permitted reasonable time during working hours while preparing for appeals and hearings.

Section 8. Definition of "reasonable amount of time": The factor to be considered by the parties in determining what constitutes a "reasonable amount of time" shall be the amount of time mutually agreed to by the parties that is necessary to accomplish the task for which time is requested. 1990 Contract

Section 9. The parties recognize that the utilization of official time, by the employee representatives in the conduct of labor-management business provided-for in this agreement, contributes to the effective

and efficient conduct of public business by facilitating and encouraging the amicable settlement of disputes between employees and their employers involving conditions of employment.

Section 10. All references in this contract to number of workdays, for the purpose of time limits, will be based on a four (4) day workweek, Tuesday through Friday. 1990 Contract Negotiations

Section 11. When requested, the Union will notify the Human Resources Labor Relations Specialist of all Official Time used by Bargaining Unit Members to include the reason for the time. 2006 Contract Negotiations

ARTICLE 8

EMPLOYER-LABOR ORGANIZATION COOPERATION

Section 1. The Employer will furnish the labor organization upon request a list of names, position titles, grades and organizational units of all employees in the bargaining unit. 1993 Contract Negotiations

Section 2. The Partnership Council consists of at least four (4) members from Labor and four (4) from Management. The Partnership Council agrees to function according to the 132d Fighter Wing Partnership Agreement.

Section 3. The Labor Organization agrees to cooperate with the Employer in voluntary charity drives and to lend its support to these worthy causes. In conducting these drives, the parties will be guided by appropriate regulations which provide that no compulsion or reprisals will be tolerated. Confidential gifts may be made by placing contributions in sealed, unmarked envelopes. It is further agreed that no lists will be kept showing the names of contributors and the amount of their contributions.

Section 4. The Employer will inform each new unit employee of the Labor Organization's exclusive recognition, provide the employee with a copy of the negotiated agreement and, if available, introduce the employee or identify to the employee the labor Organization representative for the employee's area.

ARTICLE 9

DEFINITION OF SENIORITY

Section 1. For the purpose of this agreement, the term seniority will be considered to be total time accrued by the employee working for the Federal Government. This includes active duty in the armed forces of the United States, employment in any agency of the United States, and all time creditable for civil service retirement as set forth in the CFR. 2002 Contract Negotiations

Section 2. Base Seniority (continuous Federal civilian employment on base, regardless of tenure) will be used to determine vacation schedules. 2006 Contract Negotiations

ARTICLE 10

REDUCTION-IN-FORCE. RECLASSIFICATION. REEMPLOYMENT

Section 1. The Employer and the Labor Organization will meet and negotiate on the impact and procedures for implementation of any reduction-in-force or reclassification down-grade actions within thirty (30) calendar days after receipt of the implementing directive by the HRO and not less than ten (10) calendar days prior to release of the implementing information to the employee(s). 1993 Contract Negotiations

Section 2. In the event of a reduction-in-force or reclassification, the employer will utilize existing vacancies to the maximum extent possible to place employees in continuing positions, who otherwise would be affected by the action. All reduction-in-force or reclassification will be carried out in strict compliance with applicable laws and regulations.

Section 3. In the event of a reduction-in-force, the Employer will cooperate with the employee, Labor Organization, and State Employment Service in determining the rights to be afforded the separated employee and will inform employees of the method and procedures to follow in applying for these benefits.

Section 4. An employee affected by a reduction-in-force or reclassification has the right to inspect reduction-in-force or reclassification records. The employee also has the right to designate a representative to assist the employee in resolving their dissatisfaction.

Section 5. Over-graded technicians will remain on the priority placement roster for a period of two (2) years. 2002 Contract Negotiations

Section 6. The competitive areas for a RIF will be defined initially as the employees under the applicable Group Commander at the Des Moines ANG Base. However, competitive areas must be reviewed again at the time the State receives notification of an action requiring a RIF. The labor organization will be notified of the employer's desire to negotiate changes in the competitive area prior to implementation. 1993 Contract Negotiations

Section 7. Upon receipt of the implementing directive from NGB of a RIF, the Employer will freeze all vacancies except positions which will not be used in the placement program, or where extreme necessity or emergency conditions arise from unplanned management actions, and to fill mission essential positions. 1990 Contract Negotiations

Section 8. The Employer shall provide any employees to be separated by a reduction-in-force or reorganization with the appropriate information regarding benefits available to them. 1990 Contract Negotiations

ARTICLE 11

DISCIPLINARY ACTIONS

Section 1. The labor organization shall be given the opportunity to be represented at:

- a. Any formal discussion between one or more representatives of the employer and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment; or
- b. Any examination of an employee in the unit by a representative of the employer in connection with an investigation if:
 - i. The employee reasonably believes that the examination may result in disciplinary action against the employee.
 - ii. The employee requests representation.

Section 2. If the employee elects to be represented by the Labor Organization as provided in Section 1 of this article, copies of all correspondence addressed to the employee will also be provided to their Labor Organization representative.

Section 3. If the employee elects not to be represented by the Labor Organization, correspondence will be addressed to the employee and the employee's representative, if any.

Section 4. If at any time an employee is being questioned by a supervisor or management official and/or the employee believes that their rights are being threatened, the employee has an absolute right to request that the employee's Labor Organization representative be present. No further questioning will take place until the employee's representative is present. The Supervisory level initiating a proposed disciplinary action agrees to informally discuss with the employee and the employee's representative the basis for any proposed disciplinary or adverse action prior to its being reduced to writing. This supervisor will carefully consider the employee's view and inform the employee and the employee's representative, if any, of the employer's decision before instituting any formal action within a reasonable time. 2006 Contract Negotiations

Section 5. Employees, whose presence is requested as a witness, will be made available as provided in applicable regulations. Employees who serve as witnesses at a hearing are in a duty status during the time they are serving. Witnesses shall be free from restraint, interference, coercion, discrimination and reprisal.

Section 6. In disciplinary action cases, a copy of the charges and specification made against an employee will be furnished to the employee either by registered mail or personal delivery. A hearing, if requested, will be scheduled on a date mutually agreeable to the parties.

Section 7. All disciplinary action deemed founded will be maintained and removed from an employee's

Official Personnel Folder in accordance with the Code of Federal Regulations (CFR). Once a decision has been rendered by the employer on a disciplinary action, these same circumstances cannot be used to institute further disciplinary action against the employee unless a new incident occurs.

Section 8. No record of a complaint determined to be unsubstantiated will be placed in the employee's Official Personnel Folder. - 2009 Contract Negotiations

Section 9. The Employer agrees that undue delay in the initiating of appropriate disciplinary action is unfair to the employee and that every effort will be made to take necessary action in a timely fashion. Any disciplinary or adverse action will be taken as soon as practical to prevent undue hardship or stress on the affected employee. 2006 Contract Negotiations

Section 10. If an employee is to be served with a warrant or subpoena, it will be done in private without the knowledge of other employees, if possible.

Section 11. Disciplinary actions will only be taken for just and sufficient cause and will be in accordance with appropriate regulations. Disciplinary actions include verbal and written reprimand.

ARTICLE 12
HOURS OF WORK

Section 1. The Employer agrees to provide the following:

- a. The administrative workweek shall be seven consecutive calendar days, Sunday through Saturday. The basic workweek shall be (5) eight hour days, (4) ten hour days or on a 5/4-9 plan. Assignment of the basic workweek will consider the needs of the individual as well as the needs of the employer.
- b. The basic non-overtime workday shall not exceed eight (8), nine (9), or ten (10) working hours, depending on the individual's work schedule.
- c. The occurrence of holidays shall not affect the designation of the basic workweek.
- d. Breaks in working hours of more than one (1) hour shall not be scheduled in any basic workday.

Section 2. Shift employees shall have their tours of duty arranged to allow each employee two (2) or three (3) consecutive days off, depending on individual's work schedule.

Section 3. Tours of duty shall be posted in the appropriate work area and shall cover at least a seven (7) day period.

Section 4. When a change in established tours of duty is required, the employer will normally notify the employee or employees at least one administrative workweek in advance. The revised tour of duty will continue over a period of not less than one basic workweek. If the agency would incur additional cost or be unable to perform its mission in providing the one-week notice, the maximum notice possible will be given. 1993 Contract Negotiations

Section 5. Individual temporary changes in the tours of duty will be distributed and rotated equitably among qualified employees, and the shop steward may meet with the supervisor concerning the assignments in changes in tours of duty. A record of employees involved in changes of tours shall be maintained by the supervisor and may be reviewed by the steward.

Section 6. Tours of duty should not be established or modified solely for the purpose of avoiding or availing the payment of holiday premium pay or the accrual of compensatory time. Payment for those purposes should not be used either as a basis for scheduling or modifying the schedule or allow or disallow payment.

Section 7. The Employer will provide a reasonable amount of time, consistent with the nature of the work performed, for employees to clean up prior to the lunch period and at the end of the workday. If management determines that the employee is unable to be excused for personal cleanup, this time will not be allowed. A reasonable amount of time will be allowed to employees for the storage, clean up, and protection of government property, equipment, and tools prior to the end of the workday. If a reasonable

amount of time is not allowed for clean-up and storage of equipment at the end of the workday, then any time expended for clean-up and storage of equipment will be compensated for in accordance with Article 13 of this agreement. 1988 Contract Negotiations

Section 8. Subject to the criteria established in regulations, each employee shall be allowed one fifteen (15) minute rest period during the first half and one fifteen (15) minute rest period during the second half of the workday. The timing of the rest period will be the responsibility of the supervisor, but will be as near the middle of the work period as practical.

Section 9. When determining shift assignments, seniority (Base) will be considered when practical or possible. If seniority is not considered, the reason will be given to the employee, if requested. 1990 Contract Negotiations

Section 10. All travel will normally be scheduled during the employee's normal duty day. However, if it is necessary to travel on days outside the basic workweek, overtime will be compensated for in accordance with applicable regulations. Holiday premium pay will be paid in accordance with applicable regulations when travel on a holiday is required.

Section 11. The time spent by employees attending employer staff meetings and/or training sessions will be considered time worked.

ARTICLE 13

OVERTIME/COMPENSATORY TIME

Section 1. Technicians shall be granted an amount of compensatory time off from their scheduled tour of duty equal to the amount of any time spent by them in irregular or overtime work, and shall not be entitled to monetary compensation for such work. The contents of this article describe procedures for distribution of compensatory time. The parties understand and agree that under Title 32 USC 709 (h), overtime is not paid. 2006 Contract Negotiations

Section 2. Overtime/comp-time assignments will be distributed and rotated equitably among qualified employees within the section requiring the overtime/comp-time. The shop steward may consult with the supervisor concerning the assignments of overtime/comp-time in an effort to keep the overtime/comp-time work equal among all employees as far as possible. Any complaint or disagreement on the distribution of overtime/comp-time shall be processed in accordance with Article 26, Grievance Procedure.

Section 3. In the assignment of overtime/comp-time, the Employer agrees to provide the employee with advance notice. Any employee designated to work scheduled overtime/comp-time outside his or her basic workweek or tour of duty will be given a minimum of twenty-four (24) hours' advance notice, except in cases of emergency. Except in cases of an emergency, employees will be given two (2) days' notice prior to being required to be on duty on a holiday. Every effort will be made to obtain volunteers for overtime/comp-time.

Section 4. A rotational system will be established whereby each and every employee within a section will be given the opportunity to participate in overtime work/comp-time assignments on an equitable basis insofar as the requirements of the section will permit. Overtime/comp-time requirements on certain specialized operations will be excluded because of specialized training. Suitable records of overtime/comp-time worked and refused must be maintained by supervisory employees of the section to assure that each employee receives substantially the same consideration. An overtime/comp-time roster and record shall be maintained by the supervisor and can be reviewed by the steward. Employees should not be used insofar as possible to perform functions below their grade levels on overtime/comp-time.

Section 5. Subject to the criteria established in appropriate regulations, employees who work overtime/comp-time shall be allowed a fifteen (15) minute break for each four-hour period worked.

Section 6. Employees either in training or on details shall be considered for overtime/comp-time in their sections subject to provisions of Section 4.

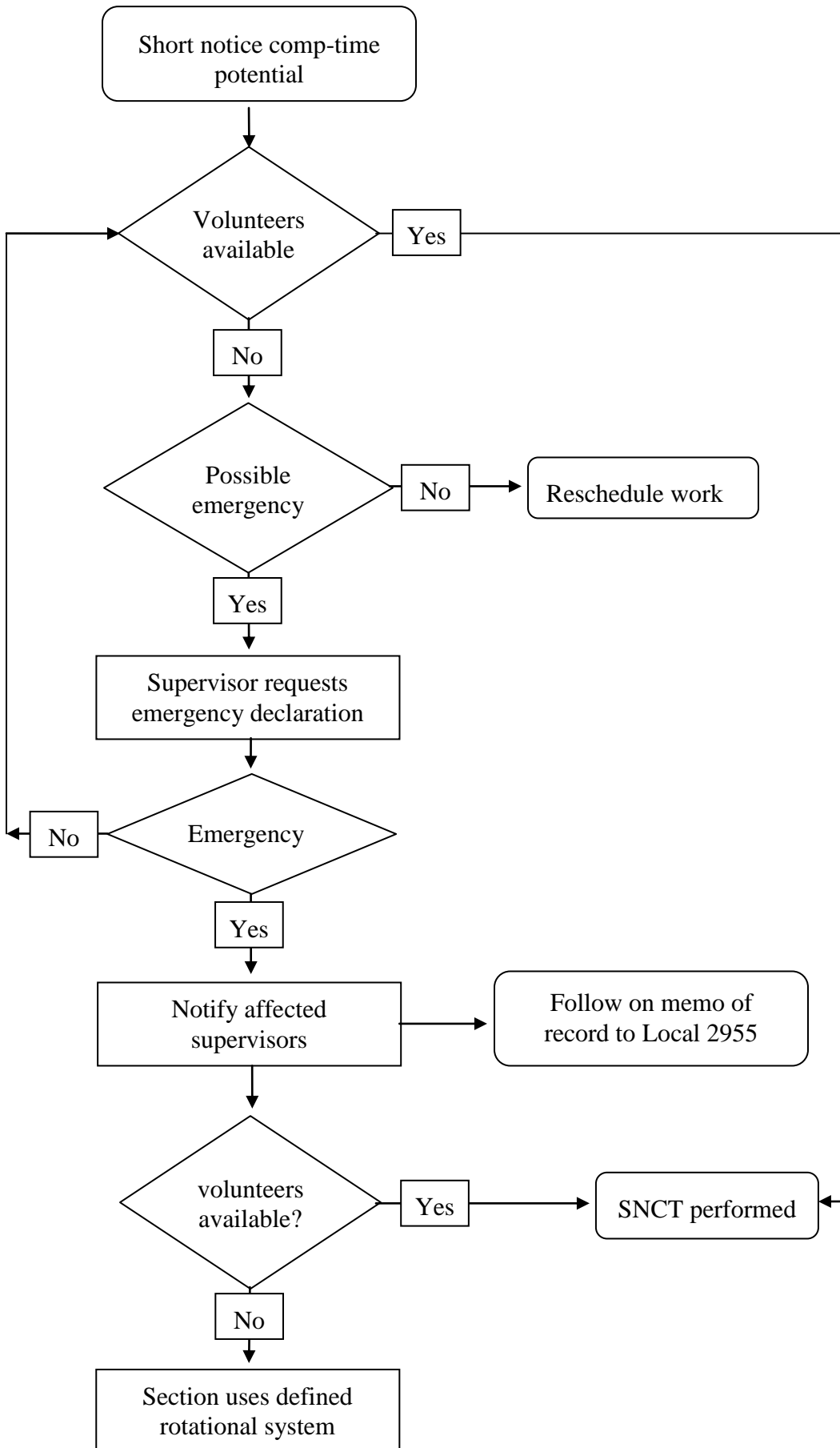
Section 7. Employees called or reporting as directed by their supervisor to work outside of their basic workweek and/or their tour of duty shall receive a minimum of two (2) hours compensatory time or two (2) hours holiday premium pay (when applicable), regardless of whether the employee is required to work the entire two (2) hours.

Section 8. All overtime/comp-time worked will be logged by the timekeeper and compensated for in accordance with applicable regulations. Overtime/comp-time requiring an employee to work more than

12 consecutive hours will require approval by the employee's Group Commander or his (her) designated representative.

Section 9. Time spent on standby duty or in an on-call status shall be determined and compensated in accordance with CFR 551.431.

Section 10. Management and Labor agree that every reasonable effort should be made to meet the goal of FS2/70% FMC. Not achieving those goals does not in and of itself constitute the need for short notice comp-time (SNCT) nor an emergency situation. Short notice comp-time will be subject to the approval of any first line supervisor or above. Individuals authorized to declare an emergency, will be limited to Flight Superintendants or designee and above. The following flow chart will be used to determine short notice comp-time/emergency declarations. 2009 Contract Negotiations



ARTICLE 14

TEMPORARY DUTY

Section 1. Temporary duty away from home station will be governed by all applicable rules as stated in this contract on hours of work, overtime, pay practices and selection of individuals to accomplish the mission requirements. TDY assignments will be distributed and rotated equitably among qualified employees within the section requiring the TDY. Suitable records of TDY's performed and refused must be maintained by supervisory employees of the sections to assure that each employee receives substantially the same consideration. A TDY roster and record shall be maintained by the supervisor and can be reviewed by the steward.

Section 2. Employees in a Temporary Duty Status (TDY) shall not be required to utilize government Quarters and/or Messing facilities when adequate quarters and/or messing are not available under the provisions of the applicable directives. When it is determined that adequate quarters and/or messing facilities are not available, the full per diem rates will apply for the area of TDY. The Employer agrees to insure that each employee receives the per diem authorized for each TDY situation.

Section 3. The Employer agrees to advise all employees of the requirement to obtain the applicable government sanctioned credit card to be utilized by the employee to cover TDY costs. The employer agrees to work with employees on TDY costs while on TDY orders for an extended period of time which may exceed the credit card limits. 1993 Contract Negotiations - 10/28/93

Section 4. The Employer agrees to arrange quarters, and transportation prior to the employee's departure in a TDY status.

Section 5. It will not be compulsory for an employee to utilize compensatory time for overtime accrued on temporary duty from home station at the temporary duty location. If an individual desires to utilize compensatory time accrued while on temporary duty, every reasonable attempt will be made to satisfy the employee's desires on consumption of compensatory time for overtime worked.

Section 6. This technician housing flow chart will administer technician housing while TDY to a location where the unit is responsible for room assignments. 2002 Contract Negotiations

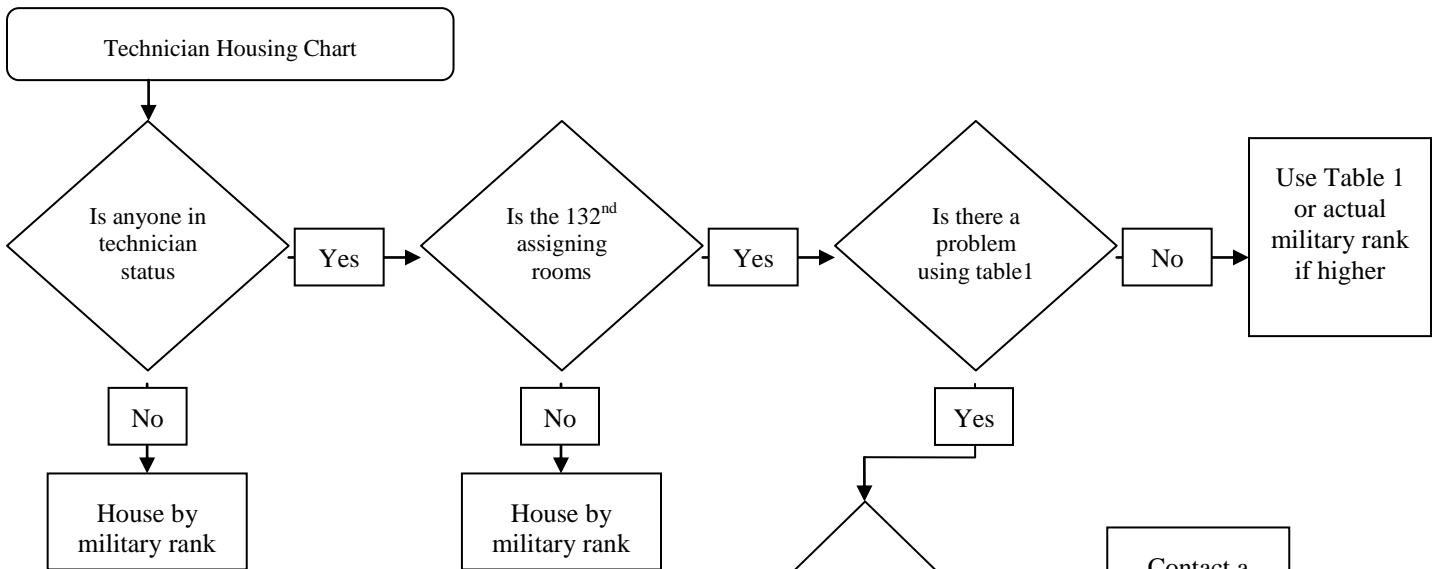


Table 1 Pay Grade to Rank Conversion

Rank	Pay Grade			
	GS	WS	WL	WG
O-6	14, 15			
O-5	12, 13			
O-4	11			
E-9	9, 10	7 - 16	11 - 13	14
E-8	8	4-6	10	13
E-7	7	1-3	8, 9	11, 12
E-6	1 - 6		1 - 7	1 - 10

ARTICLE 15

PAY PRACTICES

Section 1. Night shift differential pay will be paid in accordance with applicable regulations.

Section 2. Premium pay for Sunday and holidays will be authorized in accordance with the Code of Federal Regulations (CFR). It will be paid for any amount of hours worked under such conditions not to exceed eight (8) hours, nine (9) hours, or ten (10) hours, depending on individual's work schedule. It will be reflected on an employee's time and attendance form so that this pay may be granted for regularly scheduled shifts.

Section 3. The Employer agrees to deduct from the technician's paycheck individual written authorizations for voluntary payroll deduction for Combined Federal Campaign.

Section 4. A reasonable offer for the purpose of applying Section 5362(d) (3) of the Civil Service Reform Act is defined as the offer of a position, the grade of which is equal tenure, and a work schedule of no less time than the position held before the change, one for which the employee is qualified and in the commuting area.

ARTICLE 16

PROMOTIONS

Section 1. It is agreed that the Employer will utilize, to the maximum extent possible, the skills and talents of its technician employees in filling vacant positions.

Section 2. An employee may submit an application for a particular job when the position is to be advertised in the future and the employee is to be absent for any reason during the period of advertising for applications. A supervisor will file a conditional application for an absent employee who has indicated a desire for consideration for vacancies in a specified area.

Section 3. Vacancy announcements will be advertised in Job Opportunity Bulletins published by the Human Resources Office. The area of consideration for bargaining unit positions shall normally be state-wide. Understanding that management has the right to select personnel from any appropriate source, on advertisements limited to less than base wide management agrees to negotiate with labor prior to the advertisement. They will identify the position by title, series and grade, define areas of consideration, opening and closing dates of announcement, major duties of the position, basic qualification requirements, location of the position, announcement number, equal employment statement, what evaluation methods are to be used and provide information as to what a technician has to do in order to apply. If the vacancy is in the competitive service, a statement must be added to indicate that selection for the position is subject to restriction resulting from Department of Defense Priority Placement for displaced DOD employees. The bulletins will be displayed for a minimum of ten (10) working days to enable all employees to check the bulletin and make application if interested. 2002 Contract Negotiations

Section 4. Changes in the basic qualification standards will be documented by the Human Resources Office and the reasons therefore provided to the Labor Organization, if requested.

Section 5. Supervisor appraisals and/or evaluations of past performance, as used in the promotion process, will be shown to and discussed with the employee.

Section 6. An employee's accumulation of earned annual leave or sick leave will not be a factor in ratings for promotion.

Section 7. In the processing of grievance, the employee's representative can post audit all records, used as a basis for ranking and selecting employees for any promotion actions that are permitted or authorized by law or regulation.

Section 8. Disputes arising out of the application of the promotion plan shall be processed in accordance with the negotiated grievance procedure except non-selection for promotion when the sole basis for the grievance is an allegation by an employee that he or she is better qualified than the person selected.

Section 9. Supervisors will keep employees advised of weaknesses in their job performance and what the employees should do to improve their chances for promotion.

Section 10. The Employer agrees that when a technician is assigned temporarily to a higher graded position longer than thirty (30) calendar days, if qualified, he or she will be awarded the higher grade job and given the pay of that job for the duration of the assignment to the higher graded position. When practical, the selections for such temporary promotions will normally be made from and rotated among well-qualified employees of the next lower grade in the work area, considering the duration and frequency of the opportunities. 2006 Contract Negotiations

Section 11. Competitive promotion procedures must be used when a temporary promotion will exceed one hundred twenty (120) calendar days.

Section 12. A selection panel will be convened for all vacancies to be filled by promotion, except where there is only one applicant. It is recommended that one member of the panel be the immediate supervisor of the position to be selected.

Section 13. Bargaining unit employees, that make application, will be considered for all trainee positions. The individual selected may be non-competitively promoted to the target position only when all mandatory qualifications requirements are met.

ARTICLE 17

JOB CLASSIFICATION

Section 1. When an employee alleges inequities in their position description or classification, the employee shall be furnished information the appeal rights and procedures set forth in applicable regulations. The employee may designate a representative of their own choosing to assist in preparing the written appeal.

Section 2. The employee shall be notified promptly and in writing when an action is to be taken that has an adverse effect on their grade or compensation. The notice must tell the employee about their rights of appeal and must establish time limits within which the employee must file their appeal. The Labor Organization shall be notified in advance when a classification action is to be taken that has an adverse effect on the employee's pay or status.

Section 3. Filing a classification appeal does not deprive the employee of the employee's right to appeal any related adverse action.

Section 4. The term "all other duties as assigned" in the employee's job description shall be interpreted to mean job related duties as well as unrelated duties not regularly assigned. 1993 Contract Negotiations

ARTICLE 18

ASSIGNMENT OF WORK

Section 1. Employees will be furnished a copy of their job description initially and as changes occur. Other duties shall not be construed as meaning work performed at a higher grade level for an extended period of time. The Employer, through the Partnership Council, agrees to consider the views and recommendations of the Labor Organization in matters relating to the assignment of work.

Section 2. A detail is an assignment on a temporary basis of an employee to perform duties not covered by the official description or definition of the position and rating to another position or rating for the temporary period of time authorized by the Office of Personnel Management and Employer regulations. It is agreed that details may be used to meet temporary needs of the work program of the activities when necessary services cannot be obtained by other desirable or practicable means. To the maximum extent feasible, details from the next lower grade will be rotated among employees in the unit. If a detail for more than one hundred twenty (120) days is made to a higher grade position or to a position with known promotional potential, it will be made using competitive promotion procedures. Details may be made appropriately under the following circumstances:

- a. To meet emergencies occasioned by abnormal workload, change in the mission or organization, or unanticipated absences, sick leave or emergency annual leave.
- b. Pending official assignments, pending description and classification of new positions, pending security clearance and for training purposes.

Section 3. It is agreed that when an employee of the unit is detailed to any position for which the employee has no experience, the employee will be given a reasonable break-in period.

Section 4. It is agreed that no detail will be made to evade the principle of recruitment. The Employer assumes the responsibility for keeping details within the shortest practicable time limits and for a continuing effort to secure necessary services through use of appropriate personnel actions. The length of details shall be in accordance with appropriate regulations.

Section 5. The Employer will provide a method for recording details for one (1) day or more in order that employees may receive credit toward qualifications for higher level positions.

ARTICLE 19

PUBLICITY

Section 1. The Employer agrees to provide sufficient space on official bulletin boards readily accessible to all employees for display of Labor Organization literature, correspondence, or notices. Literature posted or distributed on the Base, however, must not violate any law, the security of the installation, or contain scurrilous or libelous material. Violation of standards concerning content and distribution of literature will be grounds for revocation of this privilege.

Section 2. Electronic copies of this agreement will be furnished to all unit employees. A total of 15 printed copies will be furnished to the Union. The cost of printing this agreement shall be borne by the Employer. Contract Negotiations 2006

Section 3. New employees, as part of the orientation process, will be advised of their unrestrained right to join or not to join the Labor Organization. Copies of this agreement will also be given to all new employees at the time of this orientation.

Section 4. The Employer agrees that until a valid, timely challenge has been presented, it shall give no assistance to any other Labor Organization for the purpose of aiding it to solicit membership or authorization cards. This will include permission to use meeting rooms, to distribute literature, to solicit membership on the Employer's premises; and to use the bulletin boards, except to post notices of meetings held off the Employer's premises. 1988 Contract Negotiations

ARTICLE 20

EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The Employer and the Labor Organization agree to cooperate in providing equal employment opportunity for all persons; to prohibit discrimination because of sex, race, religion, color, age, national origin, **and retaliation**; and to promote the full realization of equal employment opportunity through a positive and continuing effort, in accordance with EEO directives. **2009 Contract Negotiations**

Section 2. The Employer and the Labor Organization will conduct a continuing campaign to eradicate every form of prejudice or discrimination based upon age, race, color, religion, sex, national origin, **and retaliation**; from the Employer's personnel policies and practices and working conditions, including disciplinary action against employees and supervisors who engage in discriminatory practices. **2009 Contract Negotiations**

Section 3. The Employer, through consultation with the Labor Organization, will utilize to the fullest extent the present skills of employees by all means, including the redesigning of jobs where feasible and will provide the maximum feasible opportunity to employees to enhance their skills through on-the-job training, work-study programs and other training measures so that they may perform at their highest potential and advance in accordance with their abilities.

Section 4. The Employer will establish an Equal Employment Opportunity Committee to participate at the installation and community levels in cooperative action to improve employment opportunities and community conditions that affect employability. At least one (1) member of the Labor Organization will serve on the equal Employment Committee. The Committee shall meet on call and establish affirmative programs to promote equal employment opportunity, including the development and implementation of the Upward Mobility Program. The Committee will be provided, if available, national and regional equal employment opportunity plans, procedures, regulations and reports. The EEO Committee shall monitor promotion and training programs, policies and practices to assure compliance with EEO principles.

Section 5. The Employer agrees to appoint and train adequate Equal Employment Opportunity Counselors to assist in administering the Equal Employment Opportunity Program. Counselors will serve under the direction of the **State Equal Employment Manager (SEEM)**. **2009 Contract Negotiations**

Section 6. The Employer will prepare and post on all bulletin boards reports on the progress of the Equal Employment Opportunity programs. A copy will be provided to the Labor Organization.

Section 7. **The Employer will adhere to the resolution of equal employment opportunity problems. Goals and timetables will be established in accordance with appropriate directives. 2009 Contract Negotiations**

ARTICLE 21

LEAVES

Section 1. Annual leave is a right of the employee and not a privilege. Consistent with the needs of the Employer, annual leave which is requested in advance will be approved. It will be the joint responsibility of the supervisor and the employee to schedule annual leave so that it will not be forfeited. 1988 Contract Negotiations

Section 2. The Employer will solicit requests for annual leave for the next year between 1 November and the first week of the upcoming annual leave year. Annual leave will be scheduled in rounds by Base seniority. Each round scheduling preference will be for a maximum of two (2) weeks. Exceptions will be made for approved extended vacations. Annual leave during Christmas week will be offered to the maximum number of employees.

Section 3. The Employer agrees, in the absence of compelling reasons to the contrary, to grant vacations of more than three (3) weeks to employees who desire to take special vacations, and when requested in advance, an employee will be granted annual leave to observe the employee's birthday or to participate in religious holidays.

Section 4. Leave without pay requests for the purpose of serving on a temporary basis as an officer or employee of a union representing AFGE shall be granted, unless the employee concerned is designated essential to the accomplishment of the mission by the Air Commander for the period of absence requested. When an employee is on leave without pay to serve with AFGE, the employee shall be entitled to return to a comparable position at the end of the specified leave without pay period.

Section 5. The Employer agrees to grant Labor Organization representatives official time not to exceed three hundred (300) hours per year in the aggregate to receive information, briefing or orientation relating to matters of mutual concern to the Employer and the employee in the employee's capacity as a Labor Organization representative. Official time granted for this purpose will be in accordance with applicable regulations. 2002 Contract Negotiations

Section 6. Normally medical certificates will not be required to substantiate requests of approval of sick leave for three (3) days or less. For an absence in excess of 3 workdays, or for a lesser period when determined necessary, the agency may also require a medical certificate or other administratively acceptable evidence as to the reason for an absence for any of the purposes described in 5CFR 630.401(a). 2006 Contract Negotiations

Section 7. Employees who because of illness are released from duty by the employee's supervisor and who are not on sick leave restriction shall not be required to furnish a medical certificate to substantiate sick leave for the day released from duty. An employee on sick leave restriction will be on that restriction for a period not to exceed 12 months, for each occurrence. 2006 Contract Negotiations

Section 8. Advance sick leave up to thirty (30) days may be granted subject to the following conditions:

- a. Total employment record and past record of sick leave usage justify such action.

- b. Annual leave that would otherwise be forfeited is used.
- c. The absence from the duty because of illness is for a period of five (5) or more consecutive workdays.
- d. The Application for Leave (Standard Form 71) is supported by a medical certificate containing clear and comprehensive explanation of the illness.
- e. The circumstances are such that repayment to the Employer of the advance leave can reasonably be expected.
- f. Except when an employee dies, retires for disability, or resigns or is separated because of disability which prevents the employee from returning to duty or continuing in the service, and which is the basis of the separation as determined by the agency on acceptable medical evidence, and an employee who has been granted advance annual or sick leave and is separated before that leave is earned will be required to refund the amount for any leave for which he or she is indebted.

Section 9. The Employer shall not publicize sick leave records.

Section 10. The Employer will consider temporary light duty when available and appropriate. 2006 Contract Negotiations

Section 11. Unscheduled Annual leave; the employee will contact their immediate supervisor or designated representative before the start of the shift. Only supervisors can grant leave. The employer agrees to grant the request for unscheduled leave if compatible with operational requirements. Annual leave for emergency purposes may be granted to technicians who notify their immediate supervisor within two (2) hours after they were scheduled to report for work and offer a reasonable explanation. Other situations will be handled on a case to case basis. 2006 Contract Negotiations

Section 12. When an employee presents satisfactory reasons for unavoidable or necessary absence from duty, including tardiness, such absences of less than one (1) hour may be excused by the supervisor. When employees are chronically tardy or otherwise absent from duty without an adequate excuse, such absences will be charged to AWOL and may be made the basis for disciplinary action.

Section 13. Employees serving on jury duty shall, upon request, be assigned to the day shift during the duration of their jury duty.

Section 14. SF Form 71 may be used if the employee wants a reason for denial in writing.

ARTICLE 22

HEALTH AND SAFETY

Section 1. The Employer agrees to provide a safe and healthful work area for all employees and will comply with applicable regulations relating to the safety and health of its employees. All employees are responsible for prompt reporting of observed unsafe conditions or unsafe acts.

Section 2. The Employer agrees to provide an adequate number of Emergency First Aid Kits in designated work areas in case of accidents.

Section 3. Protective devices, when necessary and required by applicable regulations, shall be furnished by the Employer and will be used by the employees.

Section 4. An employee or group of employees who believe that they are being required to perform work (for which they are qualified or unqualified to perform) under conditions which are unsafe or unhealthy beyond the normal hazards inherent to the operation in question shall have the right to file a grievance under the negotiated grievance procedure.

Section 5. No employee shall be required to work where the employee has reason to believe that there is immediate and high risk of death or serious bodily harm, coupled with a reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures established in accordance with this part. 1988 Contract Negotiations

Section 6. The Employer agrees to supply and maintain on a regular basis an adequate number of fire extinguishers in all sections. All employees are responsible for assuring that fire extinguishers are not tampered with and that clothing, lunch boxes, or other foreign materials are kept away from the fire extinguishers.

Section 7. The Labor Organization will be allowed to have at least one member accompany the Safety Inspector during installation tours.

Section 8. The Employer hereby agrees to provide emergency first aid training.

Section 9. Smoking:

- a. All indoor smoking shall be prohibited
- b. The employer shall designate outdoor smoking areas which are:
 - 1) Reasonably accessible to employees.
 - 2) Provide a measure of protection from the elements. 2002 Contract Negotiations

ARTICLE 23

TRAINING

Section 1. The Employer and the Labor Organization agree that the training and development of employees within the unit is a matter of primary importance to the parties. Through the procedures established for Employer-Labor Organization cooperation, the parties shall seek the maximum training and development of all employees. Consistent with its needs, the Employer agrees to develop and maintain forward-looking, effective policies and programs designed to achieve this purpose. Training as defined in this article pertains only to non-military training.

Section 2. The Employer will identify areas of skill where scarcities exist and ensure that all employees are informed of these areas. Furthermore, the Employer will, to the maximum extent practicable, establish training opportunities in these areas and inform the employees how to apply for training.

Section 3. When advance knowledge of the impact of pending changes in function, organization, and mission is available, it shall be the responsibility of the Employer to plan for the maximum retraining of employees involved. Appropriate training will be requested, as necessary, and maximum use will be made of the authority to request waivers of qualifications in accordance with applicable regulations in order to retrain employees in areas where their services will be utilized.

Section 4. The Employer will provide employee on-the-job cross training to the maximum extent practicable, and as necessary to accomplish the mission.

Section 5. In the event of a reduction-in-force, the Employer will determine from the appropriate State Employment Service whether any of the affected employees may be eligible for training at government expense, and, if so, will inform employees how to apply for training.

Section 6. Supervisors will identify those situations in the specific work environment that training can aid in achieving defined objectives and goals of the Employer. Available training programs will be discussed with the employees who would normally be eligible for such training.

Section 7. The Employer agrees to give the maximum possible advance notice to the Labor Organization in regard to the installation of any new equipment, machinery, or process which would result in changes of work assignments or required additional training.

ARTICLE 24

USE OF OFFICIAL FACILITIES

Section 1. At the request of the Labor Organization, the Employer will provide adequate facilities for official meetings of the Local outside the regular working hours of the employees involved.

Section 2. Securable office space and an adequate locking file cabinet will be provided on the premises for carrying on official business of the Labor Organization.

Section 3. It is agreed that the President of the Labor Organization or his or her designee may use the public address system to make approved announcements to employees.

Section 4. The Employer agrees to install a base phone extension in the designated Labor Organization office space designated as the official union facility.

Section 5. To enable the Local to administer the contract, they will be permitted access to designated copy machines, typewriters, and a personal computer with access to the Local Area Network. Designated machines and occasions of use will be as mutually agreed upon by the Local and the Group Commander for Support or his or her representative.

Section 6. The Local will be allowed to utilize the existing base distribution system for communications after obtaining approval from the Group Commander for Support or his or her representative.

ARTICLE 25

EMPLOYEE DEBTS

Section 1. The Employer agrees to follow all applicable directives pertaining to employee debts.

Section 2. It is recognized that all employees are expected to pay promptly all just financial obligations.

ARTICLE 26

GRIEVANCE PROCEDURE

Section 1. The procedures contained in this article are the exclusive procedures for resolving grievances which fall within its coverage and not otherwise excluded herein.

Section 2. The Employer and the Union 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. 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, union grievances, and employer initiated grievances. A bargaining unit technician is any employee not excluded by Article 1, Section 2.

Section 3. A grievance means any complaint:

- a. By any bargaining unit technician concerning any matters relating to the employment of the employee.
- b. By the Labor Organization concerning any matter relating to the employment of any bargaining unit technician; or
- c. By any bargaining unit technician, the Labor Organization, or the Employer concerning:
 - 1) The effect or interpretation or a claim of breach of this collective bargaining agreement.
 - 2) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.
- d. Except that it shall not include a grievance concerning:
 - 1) Any claimed violation relating to prohibited political activities; or
 - 2) Retirement, life insurance or health insurance; or
 - 3) Any matter for which a statutory appeals procedure exists or those matters which otherwise conflict with statute. The provisions of 32 USC 709 are applicable; or
 - 4) Any examination, certification or appointment; or
 - 5) Any matter relating to classification; or
 - 6) Non-selection for promotion when the sole basis for the grievance is an allegation by an employee that the employee is better qualified than the persons selected; or
 - 7) Any matter which is subject to final administrative review outside the agency under law or regulations of the Office of Personnel Management; or

- 8) Any matter which pertains to a non-bargaining unit technician, supervisory or management position; or
- 9) Grievances by temporary or indefinite employees. 2006 Contract Negotiations

Section 4. The negotiated procedure is the exclusive procedure for resolving grievances which fall within its coverage except for discrimination complaints where the employee has an option. For the purpose of this section, an employee shall be deemed to have exercised their option under this section only when the employee files a timely notice of appeal under the appellate procedure or files a timely grievance in writing under the negotiated grievance procedure. 1988 Contract Negotiations - 12/12/88

Section 5. Question of grievability or arbitrability:

- a. The union 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 behalf so long as the exclusive representative is afforded the opportunity to exercise its right to be present during the grievance proceedings 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 Union or the Employer. The Employer agrees to raise any question of grievability or arbitrability of a grievance prior to the time limit for the written answer in Step 3 of this procedure.
- b. When a question of arbitrability or grievability has been raised, the arbitrator will be required to rule on the arbitrability; or grievability issue prior to addressing any other issue. When arbitrability or grievability is an issue, and neither party has witnesses to testify on the arbitrability or grievability issue, the parties will submit their arguments on the arbitrability or grievability issue in the form of written briefs which will be jointly submitted, and will include all facts, stipulations, data, documentation, Positions, etc. The arbitrator will be asked to render a decision within thirty (30) days after receipt of the arbitrability or grievability issue. The written brief to the arbitrator will be made within thirty (30) days after the selection of the arbitrator.

Section 6. Grievance procedures:

Step 1. A grievance will be presented in writing by use of a completed standard AFGE grievance form (additional information may be attached) to the first level supervisor within thirty (30) calendar days of the incident giving rise to the grievance, or from the date the technician becomes aware of the incident. A postmark within thirty (30) calendar days will be considered timely. The first level supervisor will review all material submitted and will discuss the grievance with the technician and his or her representative, if any. All parties are encouraged to respond and try to resolve the issue at this meeting. The supervisor will reduce the results of this meeting to writing within five (5) working days with copies furnished to all concerned parties. 1993 Contract Negotiations

Step 2. If the grievance is not satisfactorily resolved at Step 1, the technician or Labor Organization, at the technician's request, may forward within five (5) working days all written information from Step 1 to the appropriate Group Commander (Group Commander for Operations, Group Commander for Logistics, Group Commander for Support) for further

consideration. This supervisor will discuss the grievance with all parties and forward a written reply within five (5) working days.

Step 3. If the grievance was not satisfactorily resolved at Step 2, the technician, or Labor Organization, at the technician's request, may forward the grievance form and any subsequent replies to the Air Commander within five (5) working days. The Air Commander will call a meeting with the technician and his or her representative. The Air Commander will render a written decision within ten (10) working days after receipt of the grievance.

Step 4. If the grievance was not satisfactorily resolved at Step 3, the technician, or Labor Organization at the technician's request, may forward the grievance form and any subsequent replies to the Adjutant General of Iowa within five (5) working days. The Adjutant General or his or her designated representative will call for a meeting with the technician and his or her representatives. The Adjutant General will render a written decision within fifteen (15) working days after receipt of the grievance.

Step 5. If the grievance is not satisfactorily resolved, it may be submitted to arbitration.

Section 7. Labor Organization Grievance procedures:

Grievances filed by the Labor Organization will follow the same procedures as listed above in Section 6 but will begin with Step 2. 2002 Contract Negotiations

Section 8. A technician may freely terminate a grievance at any time. Such notification will be in writing to the Employer and Labor Organization.

Section 9. All time limits established in this article may be extended by mutual consent.

Section 10. Employer initiated grievances will be submitted in writing on a completed standard AFGE grievance form by the Air Commander to the Labor Organization President. A meeting to attempt to resolve the grievance will be held within ten (10) working days. A written decision will be rendered by the Labor Organization within fifteen (15) working days. The Employer will, within fifteen (15) working days, notify the Labor Organization if the grievance is being submitted to arbitration.

ARTICLE 27

GRIEVANCE ARBITRATION

Section 1. Arbitration will only be used to settle unresolved grievances arising under the Grievance Procedure Article. Arbitration may be invoked by the Employer or the Labor Organization. The decision to refer the grievance to arbitration must be submitted to the other party within **fifteen (15) working days** of the date of the final decision on the grievance. **2009 Contract Negotiations**

Section 2. The party requesting the services of an arbitrator will submit a request to the Federal Mediation and Conciliation Service (FMCS) for a listing of five (5) available arbitrators and concurrently serve the other party with a copy of the request and all enclosures. The parties shall meet within five (5) working days after receipt of the Arbitrator List. If the parties cannot mutually agree upon one of the listed arbitrators, a toss of the coin will determine which party will be selected to strike a name from the list first, with each party alternately striking a name until only one name remains. The remaining arbitrator will be contacted to hear the grievance.

Section 3. The Federal Mediation and Conciliation Service shall be empowered to make a direct designation of an arbitrator to hear the case in the event: (1) either party refuses to participate in the selection of an arbitrator; or (2) upon inaction on the part of either party to meet within the time limits as specified in Section 2.

Section 4. If the parties cannot agree on the issue(s), they will each submit to the arbitrator the issue they feel should be decided at least seven (7) days in advance of the hearing furnishing a copy of the submission to the other party. The arbitrator shall determine the issue(s) to be heard.

Section 5. A transcript of the arbitration hearing is not normally required. The costs of the transcript, to include incidental costs associated with recorder expenses, will be paid by the party desiring the transcript. Additional copies of the transcript may be requested and purchased separately by the other party. Either party may file pre- and post-hearing briefs under the timeliness requirements set by the arbitrator. The arbitrator's decision will be implemented as soon as practical but not later than thirty (30) days after receipt unless exceptions to the arbitrator's decision are filed with the FLRA (and/or the decision is contrary to law, regulation, or appropriate authority or 5 U.S.C. Chapter 71). Either party may request clarification of the award. Any such request will be served to the other party.

Section 6. The arbitration hearing will be held, if possible, on the Employer's premises during normal duty hours, with all technicians in a duty status. The arbitrator will render his or her decision not later than thirty (30) calendar days after conclusion of the hearing or receipt of post-hearing briefs.

Section 7. The arbitrator's award shall be binding on the parties; however, either party may file exception to an arbitrator's award with the Federal Labor Relations Authority (FLRA), under regulations prescribed by the Authority.

Section 8. Absent a negative arbitrator's decision upon the arbitrability of a grievance, the arbitrator shall hear arguments regarding both the arbitrability and the merits of the case at the same hearing.

However, the parties may mutually agree otherwise in instances such as highly complex cases which would involve several days of hearings.

Section 9. The Arbitrator will have no authority to add to, subtract from, alter, amend, or modify any provision of this agreement or published agency or activity policies and regulations.

Section 10. When the parties mutually agree to arbitration without a hearing, a written stipulation of facts to the Arbitrator will be used. In this case, all facts, data, documentation, positions, etc., will be jointly submitted to the Arbitrator with a request for a decision based on the facts presented within twenty (20) days after selection of the Arbitrator. Cost of expedited arbitration will be shared equally by the parties. The Arbitrator will render his or her award within thirty (30) calendar days following receipt of the written stipulations.

Section 11. The Arbitrator's fee and the expense of arbitration, if any, shall be borne equally by the Employer and the Labor Organization. Attorney fees may only be granted under the provisions of Title VII of the Civil Service Reform Act.

Section 12. Bench awards will be used only when mutually agreed to by the Parties.

ARTICLE 28

IMPASSES IN NEGOTIATIONS

Section 1. When it has been determined that an impasse has been reached, the item shall be set aside. After all negotiable items on which agreement can be reached have been disposed of; the parties shall once more attempt to resolve any existing impasse items.

Section 2. If after such effort either party concludes that an impasse still exists on any issue(s) or if an issue(s) has been under consideration for thirty (30) days or more without agreement, either party may request the Regional Director, Federal Mediation and Conciliation Service, to provide mediation service. Request for mediation shall not preclude the parties from agreeing on any issue or from entering into complete agreement without the assistance of the mediator.

Section 3. If mediation efforts fail to resolve the impasse(s), either party may then request in writing that the impasse(s) be submitted in accordance with rules established by the Federal Service Impasse Panel.

Section 4. Arbitration or third party fact finding with recommendations to assist in the resolution of an impasse may be used by the parties only when authorized or directed by the Federal Service Impasse Panel.

ARTICLE 29

INCENTIVE AWARDS

Section 1. Incentive awards are linked to annual performance appraisals and will be determined each rating period by using Labor/Management approved awards program criteria. Incentive awards may include cash awards and time-off awards.

2009 Contract Negotiations

ARTICLE 30

ENVIRONMENTAL DIFFERENTIAL PAY

Section 1. When the Labor Organization determines that a local work situation warrants coverage under payable categories of Operating Manual on Federal Wage System, it will notify the Employer of the title, location, and nature of the hazard to justify payment of environmental differential. Within five (5) days of receipt of the Labor Organization's position, the parties shall arrange a meeting for the purpose of negotiating the issue.

Section 2. When the Employer determines or proposes that a local work situation is such that it should be included or excluded from coverage under payable categories of Operating Manual on Federal Wage System, it will notify the Labor Organization of the title, location, and nature of the hazard to justify or deny payment of environmental differential. Within five (5) days of receipt of the Employer's position, the parties shall arrange for a meeting for the purpose of negotiating the issue.

Section 3. When the Labor Organization or the Employer determines that there is a need to establish additional percentages or categories to Operating Manual on Federal Wage System for which environmental differential should be paid, it will notify the other party of such proposed changes. Within five (5) days of receipt of the proposal, the parties will arrange for a meeting for the purpose of negotiating a joint request to establish such percentages or categories. The request will be routed through the National Guard Bureau, NGB-TN, and Secretary of the Air Force, for transmittal to the Office of Personnel Management in accordance with Operating Manual on Federal Wage System.

Section 4. If negotiations as stated in Section 1, 2 and 3 lead to an impasse, the impasse will be processed in accordance with Article 28.

Section 5. All disputes over the interpretation and application of this article shall be processed under the negotiated grievance procedure.

ARTICLE 31

EMPLOYEE PERSONNEL FILES

Section 1. Employees will be provided copies of letters of caution, warning, admonishment, reprimand and similar disciplinary action papers prior to such documents being forwarded to the Human Resources Office for filing in their Official Personnel File. Data which would reflect adversely upon an employee's character or career will not be entered on the Employee Record Card without the employee having knowledge of the adverse data. The employee will have the opportunity to initial all such entries which will merely acknowledge the entry but not the accuracy. All entries will be made only for just cause.

Section 2. Each employee or the employee's authorized representative designated in writing shall have access on official time to inspect and/or copy any document appearing in the employee's Official Personnel Folder or any other personnel file pertaining to the employee, except those prohibited by law or higher headquarters' regulations. The Employer will assist the employee and/or the employee's authorized representative in obtaining copies of any such documents.

Section 3. Other than the employee or the employee's authorized representative, only the persons designated in appropriate regulations will be allowed access to an employee's Official Personnel Folder.

Section 4. Letters of caution or warning and similar entries made in an employee's Official Personnel File will be destroyed one (1) year after the date of the letter entry unless prohibited by Government-wide regulation(s). Records of complaints or charges determined to be unfounded will be immediately removed from an employee's personnel file, and such complaints and charges will not, under any circumstances, be considered a factor in connection with any disciplinary action or promotion. 2006 Contract Negotiations

ARTICLE 32

PERFORMANCE EVALUATION

Section 1. The supervisor will, with employee input, establish performance standards. The supervisor, as necessary, with employee input, will revise performance standards during the rating period. 2000 Contract Negotiations

Section 2. In evaluating the individual, the supervisor has a responsibility to tender an objective rating. The employee's job performance will be the sole criteria used in the rating process.

Section 3. Counseling shall be given by the supervisor to the employee as the occasions arise in the course of day-to-day activities. A copy of any written supervisory report on counseling sessions will be given the employee involved.

Section 4. If the supervisor should desire, the supervisor may confer with the Labor Organization representative in an effort to encourage the employee to improve the employee's job performance. The Labor Organization representative has a responsibility to respect the confidentiality of any discussions.

Section 5. The supervisor shall reveal to the employee all records and/or evidence which is the basis for a rating. The employee will be given an opportunity to comment and appeal the official rating.

Section 6. Performance ratings may be grieved under the negotiated grievance procedure. 1988 Contract Negotiations

ARTICLE 33

PERFORMANCE EVALUATION SYSTEM

Section 1. The performance evaluation system as applied to the bargaining unit employees will be fair, equitable, and based on performance standards. 2000 Contract Negotiations.

Definitions:

Appraisal The continuing process by which the technician is kept informed of how the employee's performance compares against established critical elements and results in a final performance appraisal at the end of the appraisal period.

Appraisal period The period of time, normally one (1) year but not less than one hundred twenty (120) days, for which the technician's performance will be appraised. The appraisal period will be 1 October through 30 September.

Rating Official The individual most responsible for the technician's performance and for appraising the technician based on pre-established mutually understood critical elements. This party is usually the technician's immediate supervisor. 2000 Contract Negotiations

Overall performance appraisal The appraisal assigned at the end of the appraisal period that describes the overall performance level of the technician based on the technician's critical elements. 2000 Contract Negotiations

Performance level A rating will be assigned to each individual critical element during the performance appraisal that denotes the technician's level of achievement compared to the critical element. 2000 Contract Negotiations

Critical element A description of the level of achievement; including quality, quantity, and timeliness, necessary for fully acceptable performance of duties and responsibilities of the position. 1990 Contract Negotiations - 3/16/90

Higher Level Reviewer An individual in the technician's chain of command who is the rating official's immediate supervisor. For appraisals of fully acceptable, the higher level reviewer is also considered to be the approving official.

Unacceptable performance Performance of a technician that does not meet critical elements
2000 Contract Negotiations

Section 2. Developing performance plan:

- a. Critical elements will be automated and will define the level of performance to achieve a rating of record. Critical elements will be measurable. 1990 Contract Negotiations - 3/16/90
- b. Critical elements will be established upon job-related items appearing on the individual's position description including additional assigned duties. 2000 Contract Negotiations

- c. Any employee may input information in writing to his or her supervisor for use in developing the critical elements for his or her position.
- d. The supervisor will review the written submission with the affected employee prior to finalization of and publication of the critical element.
- e. A copy of the completed performance plan is available in the automated system. 2000 Contract Negotiations

Section 3. Appraisal:

- a. The employee's performance rating will be a result of application of critical elements in the employee's performance plan. The employee will only be rated on these elements. 2000 Contract Negotiations
- b. An employee will be counseled on how to improve/change their performance during the interim review if there is a possibility that their performance will be unacceptable at the end of the rating period. If any critical elements are modified the employee must have at least 120 days before the end of a performance rating period to perform the duties. 2000 Contract Negotiations
- c. Should performance counseling indicate the potential for a rating that is unacceptable, the supervisor will reduce that counseling session to writing indicating those critical elements which are deficient and include whatever measures the technician should do to bring the performance back to an acceptable level, i.e., training, counseling, time limits. 2000 Contract Negotiations
- d. An employee may make written comments in response to any counseling with a copy for the supervisor's file.

Section 5. Employees will be rated annually. The rating will be completed within thirty (30) working days of the close of the rating period. 1993 Contract Negotiations

Section 6. Any violation of the provisions of this article may be subject to the Negotiated Grievance Procedure. 1988 Contract Negotiations

ARTICLE 34

CONTRACTING OUT

Section 1. The Employer agrees to notify the Labor Organization of any contracting out activities (studies, downward directed personnel actions, etc.) which affect bargaining unit members at this installation.

Section 2. If unit work is contracted out and unit employees are displaced, the activity will make every reasonable and credible effort to minimize the impact on employees. Maximum retention of career employees shall be achieved by considering restricting new hires.

Section 3. The activity will retain career employees when possible if they are reassigned as a result of contracting out.

Section 4. Periodic briefings will be held between the activity and the Labor Organization to provide information pursuant to contracting out decision affecting bargaining unit employees.

Section 5. The activity will include a Union representative in an observer's role in the "walk through" by bidders of the function undergoing a cost study if the "walk through" is conducted at this installation.

Section 6. Briefings will be held with affected unit employees for the purpose of providing information concerning contracting out. The Union will be given an opportunity to attend such briefings.

Section 7. Refusal by affected employees of employment with a contractor shall have no bearing on the employee's right to RIF procedures, severance pay, or retirement entitlements in accordance with applicable regulations.

ARTICLE 35

SUPPLEMENTAL AGREEMENTS

Section 1. By mutual consent during the duration of this agreement, the parties may negotiate a supplemental agreement once annually. If during negotiations for a supplemental agreement, an impasse occurs, the procedures outlined in Article 28 of this agreement shall be utilized.

ARTICLE 36

DURATION OF AGREEMENT

Section 1. This agreement is subject to approval by the Defense Civilian Personnel Advisory Service, (DCPAS) and will remain in full force and effect for three (3) years from the date of that approval. This approval/disapproval must be given within 30 days from the date the agreement is executed. The Membership of Local 2955 will ratify the agreement prior to signing by the labor organization representatives. However, either party may give written notice to the other party not more than ninety (90) or less than sixty (60) days prior to each annual anniversary date of its intention to reopen and amend or modify the agreement. When such notice is given, the parties shall meet for the purpose of negotiating the amendments or modifications not later than sixty (60) days prior to each anniversary date and thereafter will continue to negotiate in good faith on a regular basis. 1988 Contract Negotiations

Section 2. In any event, the parties shall meet for the purpose of renegotiating the agreement not later than sixty (60) days prior to the expiration date and thereafter will continue to negotiate in good faith on a regular basis. If negotiations are not concluded prior to the expiration date, the agreement shall continue in full force and effect until a new agreement has been concluded.

Section 3. During the duration of this agreement, either party may notify the other in writing of its desire to negotiate supplemental agreements by mutual consent. Supplements will be limited to changes in applicable laws and regulations from higher authority, which affect bargaining unit employees, including court decisions and decisions of the Federal Labor Relations Authority, and the Federal Service Impasse Panel. Any supplements will remain in effect in accordance with the provisions of this article and must be approved by the Defense Civilian Personnel Advisory Service. If, during negotiations for a supplemental agreement, an impasse occurs, the procedures of Article 28, Impasses in Negotiations, shall apply.

Signed this 3 day of October 2012 ,
