

# **MEMORANDUM OF AGREEMENT**

**BY AND BETWEEN**

**THE ADJUTANT GENERAL  
STATE OF OKLAHOMA**

**AND**

**ASSOCIATION OF CIVILIAN TECHNICIANS  
LOCAL CHAPTER 127**

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**ARTICLE I**  
**GENERAL PROVISIONS**

**SECTION I – PURPOSE**

**1-1 AGREEMENT:**

Pursuant to the findings and purpose of the Congress as set forth in Title VII of the Civil Service Reform Act (CSRA) of 1978 (PL 95-454) and signed by the President of the United States on October 13, 1978, and subject to all existing or future applicable statutes, rules, and regulations issued by the Congress, Office of Personnel Management, Federal Labor Relations Authority (FLRA), Department of Defense, the following Articles constitute an Agreement by and between the Adjutant General of Oklahoma, hereinafter referred to as the "Employer" and "Association of Civilian Technicians, Oklahoma Army Chapter 127, hereinafter referred to as the "Labor Organization."

**1-2 MUTUAL COVENANTS:**

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

1. Promote and improve the efficient administration of the Oklahoma Army National Guard and the well being of its Military Technicians within the meaning of Public Law.

2. Provide for the highest degree of efficiency and responsibility in the accomplishment of the mission of the Employer.

3. To establish a basic understanding relative to personnel policy, practices and procedures and matters affecting other conditions of employment within the jurisdiction of the Adjutant General.

4. To provide means for amicable discussion and adjustment to matters of mutual interest.

5. Promote Military Technician communications and information of personnel policy and procedures.

6 It is agreed to establish and maintain a partnership council with the objective of maintaining good communication and understanding between the parties of this Agreement. This council will be co-chaired by Labor Organization President and a senior level official appointed by the Adjutant General from the covered bargaining unit governed by those rules and amendments as necessary for its operation.

**1-3 CONTRACT DISTRIBUTION:**

Copies of this Agreement will be furnished to all Bargaining Unit Military Technicians. A reasonable number of copies will also be furnished to the Labor Organization for its use. The cost of printing this Agreement will be borne by the Employer. In addition to the printing, this Contract will be made available through electronic means to all concerned.

**1-4 CONTRACT ORIENTATION:**

Members of the negotiating team will jointly conduct an initial briefing on the provisions of this Agreement. Attendees will include supervisors/management and all members of the Bargaining Unit.

## **SECTION II - BARGAINING UNIT/EXCLUSIVE RECOGNITION**

### **1-5**

**A. EXCLUSIVE RECOGNITION:** This Agreement is applicable to the Bargaining Unit composed of all federal Technician of the Oklahoma Military Department (OMD) assigned at AASF #1, Lexington; CSMS, Norman; UTES #1, Camp Gruber; OMS 1, Oklahoma City, OMS 7, Edmond; OMS 8A, Weatherford; and OMS 17, Lexington, (referred to individually as the "Unit,") except the following: management officials, supervisors, confidential Technician, or any Technician excepted by law.

**B. BARGAINING UNIT:** It is recognized by the Employer, that the Association of Civilian Technicians has been designated and selected by a majority of the Military Technicians of the Bargaining Unit as their representative for purposes of exclusive recognition, and that pursuant to 5 USC Chapter 71, the said organization is the exclusive representative of all Technician in the Bargaining Unit.

**INCLUDED:** All wage grade and general schedule Technicians employed by the Employer.

**EXCLUDED:** All managerial and supervisory Technicians, to include those Military Technicians involved with Federal personnel work in other than purely clerical capacity. **NOTE:** In applying this paragraph, 5 USC 7112 pertaining to supervisors and others who must be excluded from the Bargaining Unit will prevail. Any changes to the Bargaining Unit, after the effective date of this Agreement, will be through mutual consent or a FLRA clarification of Unit.

**C. REPRESENTATION RIGHTS.** An exclusive representative of the local Labor Organization shall be given the opportunity to be represented at any formal discussion between one or more representatives concerning any grievance or any personnel policies or practices, or other general conditions of employment. An exclusive representative of the local Labor Organization shall be given the opportunity to be represented at any examination of a Technician in the Unit by a representative of the Employer in connection with an investigation if the Technician reasonably believes that the examination may result in disciplinary action against the Technician and if the Technician requests the representation.

### **1-6 GENDER REFERENCES:**

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

### **1-7 TECHINCIAN ROSTER:**

The Employer will furnish semi-annually or unless otherwise requested to the Labor Organization a list of names, positions, titles, grades and duty stations of all Technicians in the Bargaining Unit. In the event of a conversion or major re-organization, an updated list will be furnished as soon as practicable following notification of such conversion or major re-organization.

## **SECTION III - TECHNICIAN RIGHTS**

**1-8 TECHNICIAN RIGHTS:**

**A.** Subject to the provisions of 5 U.S.C. 71, parties to this agreement recognize that, “each Technician shall have the right to form, join, or assist any Labor Organization, or to refrain from such activity, freely and without fear of penalty or reprisal, and each Technician shall be protected in the exercise of such right”. Nothing in this agreement shall require a Technician to become or to remain a member of a Labor Organization, or to pay money to the Labor Organization, except, pursuant to a voluntary written authorization, by a member for the payment of dues through payroll deductions. In addition, the Technician is not precluded from being represented by an attorney or other representative, other than the Labor Organization, of the Technician’s own choosing.

**B.** The rights, as described in this paragraph, do not authorize participation in the management of the Labor Organization by a management official, a supervisor, or a confidential employee, acting as a representative of such an organization, if such participation or activity would result in a conflict or apparent conflict of interest or otherwise be incompatible with law or with the official duties of the employee. In the event such a conflict or incompatibility arises, the individual concerned will be given a reasonable opportunity to correct the condition causing such conflict or incompatibility.

**C.** It is agreed that any Technician has the right, regardless of Labor Organization membership, to exercise grievance or appellate rights established by law or regulation; and choose his/her own representative in a grievance of appellate action, except when presenting a grievance under the negotiated procedure as provided in this Agreement.

**1-9 TECHNICIAN PARTICIPATION:**

The Employer recognizes the right of Technician to organize and express their views collectively, or to refrain from such activity, that collective Technician participation in the formulation and implementation of personnel policies, affecting the Technician, contribute to the effective conduct of operations and the efficient administration, as well as the well being of its Technician, require that orderly and constructive relationships be maintained.

**SECTION IV - MANAGEMENT RIGHTS**

**1-10 MANAGEMENT RIGHTS:**

Subject to 5 U.S.C. § 7106 (b) 1,2,3: the Employer retains the following rights;

**1.** To determine the mission, budget, organization, number of Technicians, and internal security practices of the Employer.

**2.** To hire, assign, direct, layoff and retain Technician of the Employer, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such Technician.

**3.** To assign work, to make determination with respect to contracting out, and to determine the personnel by which the Employers operations shall be conducted.

**4.** With respect to filling positions, to make selection for appointments from:

**(a)** Properly ranked and certified candidates for promotion; or

**(b)** any other appropriate source.

**5.** To take whatever actions may be necessary to carry out the agency mission during emergencies.

6. Wherever language in this Agreement refers to specific duties or responsibilities of specific Technician or management officials, it is intended only to provide a guide as to how a situation may be handled.

**1-11 CONTRACT NEGOTIATIONS:**

Nothing shall preclude the parties from negotiating, at the election of the Employer, the number, types, and grades of positions of Military Technicians assigned to an organizational Unit, work project or tour of duty; or the technology, methods and means of performing work.

**1-12 APPROPRIATE BARGAINING:**

A. Matters appropriate for negotiations are personnel policies and practices and other matters affecting working conditions.

B. When the Employer proposes making a change in personnel policies and practices or other matters affecting working conditions, the Labor Organization will be notified in writing of the proposal(s) and the reason(s) for it/them. The Labor Organization will have ten (10) days from the date it receives the Employer's proposal to submit their written request to negotiate and their proposals pertaining to the matter. Failure to submit such a request and proposals within the time limits prescribed will be considered that the change proposed by the Employer has been agreed to in its entirety. If the change itself is not subject to negotiations, its impact upon Technician and procedures for implementing the change will be negotiated.

C. Should a dispute between the parties occur over the negotiability of a matter, the parties will request a determination be made by appropriate higher authority in accordance with Title 5 U.S.C.

**SECTION V - LABOR ORGANIZATION RIGHTS AND DUTIES**

**1-13 ORGANIZATION DUTIES:**

The Labor Organization will not interfere with, restrain, or coerce any Military Technician in the exercise of their rights under law. The Labor Organization will not discriminate against a Military Technician with regard to the terms or conditions of membership in the Labor Organization on the basis of race, color, creed, national origin, sex, age, political affiliation, marital status or handicapping condition.

**1-14 INFORMATIONAL PICKETING:**

The Labor Organization and Military Technicians may participate in informational picketing of the Employer in a labor/management dispute if such picketing does not interfere with the Employer's operations.

**1-15 CONTRACT ENFORCEMENT:**

The Labor Organization recognizes the joint responsibility with the Employer for the administration and enforcement of this Agreement.

**1-16 INTERNAL UNION BUSINESS:**

It is agreed that internal Labor Organization business such as soliciting membership, collecting dues, electing officers, meetings, posting and distributing literature will be conducted

during non-duty hours of the Military Technician involved.

**1-17 BULLETIN BOARDS:**

The Employer agrees that bulletin board space shall be made available to the Labor Organization at locations reasonably accessible to the majority of the Technician for the display of Labor Organization material as follows:

1. On existing “consolidated” bulletin boards, sufficient space to allow for posting of Labor Organization material.
2. If sufficient space is not available or there is no “consolidated” bulletin board in the facility or building, the Labor Organization may place one bulletin board per building.
3. On other existing bulletin boards, if required to identify the area shop steward.
4. If a shop/work area does not have a bulletin board, wall space will be made available in a high visibility area for the purpose of identifying the shop steward. The union agrees that if such additional space is required, agreement will be reached with the area supervisor(s) and the shop steward as to appropriate location, size and type.
5. A bulletin board on the LAN system will be provided to the Labor Organization.
6. The Labor Organization agrees to accept the responsibility for contents of the literature posted on such bulletin boards. The Labor Organization further agrees to maintain the bulletin board space in a neat and current manner and that all postings thereto and maintenance thereof shall not be accomplished during official duty hours.

**1-18 COPIER USE:**

Use of Employer copier is pursuant to OMD Policies in effect at the time of this Agreement.

**ARTICLE 2**

**PERTINENT INFORMATION AND DIRECTIVES**

**APPLICABLE TO THE EMPLOYER AND THE LABOR ORGANIZATION**

**2-1 EMPLOYER INFORMATION:**

It is agreed that the Employer will furnish copies of all publications which are routinely distributed to supervisors to the Labor Organization at the same time distribution is made to supervisors.

**2-2 LABOR ORGANIZATION INFORMATION:**

The Labor Organization agrees to provide the Employer with any pertinent labor/management relations’ directives that they receive.

**ARTICLE 3**

**LABOR ORGANIZATION OFFICIALS**

**3-1 GENERAL:**

The Employer agrees to recognize the officers and duly designated representatives of the Labor Organization. In turn, the Labor Organization agrees to furnish the Employer a roster of

such officers and representatives which will include all designated stewards and the areas each represent. The Employer will be notified in writing of any changes to the roster as they occur; in addition, the parties agree to publicize copies of said roster through posting on appropriate bulletin boards.

**3-2 SHOP STEWARDS:**

The shop steward is an official Labor Organization representative. The supervisor of the section concerned will consult with the steward designated for an area on any matter, which will affect the conditions of employment of the Military Technicians within the section prior to any notification of the Military Technicians concerned. It is understood that the steward may speak for the Military Technicians of the section, but will not make decisions on contractual intent.

**3-3 STEWARDS:**

Pursuant to this Agreement, the Labor Organization will designate stewards consistent with the obligation to provide representatives to the Bargaining Unit. .

**3-4 NUMBER OF STEWARDS:**

The number of stewards required will be designated by the Labor Organization based on representational requirements of not more than one (1) steward per fifteen (15) Technician.

**3-5 TEMPORARY REPRESENTATIVE:**

A temporary representative may be designated to act as a liaison in the event four (4) or more Bargaining Unit members are sent TDY. If designated, this representative will be selected from the members going TDY.

**ARTICLE 4**  
**LABOR ORGANIZATION BUSINESS OFFICE**

It is mutually agreed upon that a designated area when required and secure storage will be provided to the Labor Organization to provide representational functions to the Military Technicians. No changes to the location of this area, services, or size will be made without principal officers' consent. The Labor Organization is responsible for its own long distance charges. Access to the LAN system will be made available.

**ARTICLE 5**  
**PAYROLL DEDUCTION**

**5-1 WITHHOLDING FORM:**

The standard form SF 1187 for dues deduction will be supplied by the Labor Organization and will be used as the authorization of payroll deduction for dues. HRO-LRS will coordinate with USPFO-C-TP the processing of SF-1187

## **5-2 PROCESSING:**

The completed standard form will be given by the Labor Organization to the HRO-LRS.

1. 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, and the individual's earliest date of dues revocation will be annotated on the form.

2. 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 USPFO-C-TP. Adjustments to dues allotments will occur within two (2) pay periods whenever the member's rate of base pay changes.

3. An allotment shall be terminated when the Technician 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 Technician has been suspended from the Labor Organization.

a) When a Technician is temporarily promoted or detailed to a position outside of the Bargaining Unit, the Employer agrees to automatically reinstate the due's withholding of the Technician upon the Technician's return to the Bargaining Unit.

b) The Labor Organization agrees to provide HRO-LRS with SF 1187 when requested.

c) It is the individuals responsibility when temporarily assigned outside the Bargaining Unit to maintain dues payments, if the Technician so desires, in order to protect union associated insurance, or other union benefits as well as to notify HRO-LRS and Labor Organization of a temporary promotion.

d) Member and Labor Organization copies of SF 1187 will be returned to the Labor Organization President.

## **5-3 DUES REVOCATION:**

The Employer agrees to provide the Labor Organization with copies of the SF 1188 for use in revoking dues allotments. These forms will be made available by the Labor Organization to those individuals wishing to revoke their dues withholding.

1. The individual will turn the completed standard form into USPFO-C-TP Attn: CSR.

2. The CRS 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 CSR, to the Labor Organization within ten (10) working days after receipt of the signed form from the Technician.

3. The first day of September shall be the annual dues revocation date established by this agreement. The CSR must receive all dues revocation forms not later than 15 August. Dues revocation shall not become effective until the first full pay period in September.

4. New members shall have the option of dues revocation on the first annual anniversary date after the Technician's election to participate. Dues revocation forms must be submitted to the CSR not later than the last workday in the month preceding the Technician's anniversary date. Effective date of revocation will be the first full pay period after the anniversary date. After the first anniversary date, revocation may only be made in accordance with paragraph 5-3 c above.

**ARTICLE 6**  
**OFFICIAL TIME FOR LABOR ORGANIZATION REPRESENTATIVES**

**6-1 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 provisions encompass negotiations between a Labor Organization representative and an Employer representative, regardless of whether such negotiations pertain to the negotiation or re-negotiation of a basic collective bargaining agreement. Labor Organization representative's normal work schedule may/will have to be adjusted to provide for maximum utilization of the approved official time provisions contained within this Article.

**6-2 APPROPRIATE USES OF OFFICIAL TIME:**

**A.** Duly recognized Labor Organization officers and representatives shall be authorized use of official time during duty hours to discharge their responsibilities as set forth under this Agreement. Such duties include consultation with Military Technicians, supervisors, or management officials; assisting in preparation, presentation, and representation of Military Technicians in such matters as grievances, appeals, and hearings; training, and attending pre-arranged meetings with management officials in the business of Labor Management Relations (LMR). Should it be necessary for a representative to leave their work area for the purpose of discharging those duties described above, the representative will obtain permission from their supervisor and the supervisor of the section to be visited. The representative will report immediately to their supervisor upon return to work station. The Employer will be responsible to maintain records of Official Time used by Labor Organization Officers using OKNG Form 904-1. Generally, this will be accomplished by the appropriate supervisor at the time of the action. Questions regarding appropriate use of official time will be referred to OKHRO-LS.

**B.** The Labor Organization is authorized official time for training of officer and shop stewards. It is understood that this training will be of mutual interest and concern to management and necessary to the Military Technicians as a representative of the Labor Organization. Approval will be granted except when there are mission related reasons requiring mandatory coverage and/or mission of the functional area precludes such release. Ordinary or routine work requirements will not preclude the release of Military Technicians under this section. The Labor Organization will request this leave by letter, including the agenda of the training, for approval by the Human Resource Office.

**6-3 CIVILIAN ATTIRE:**

Labor Organization representatives are not required to wear the military uniform while performing representational functions or other Labor Organization activity related functions. Military Technicians in the Bargaining Unit will not be required to wear the military uniform while processing a grievance; at any step of the negotiated grievance procedure; or appearing as a grievant or witness in any third-party proceeding.

**6-4 REPRESENTATIVE TITLE:**

Labor Organization officers and representatives of the Bargaining Unit when performing functions under the provisions of this section will be shown the dignity, courtesy, and respect of their position.

**ARTICLE 7**  
**WAGE-BOARD COMMITTEE REPRESENTATION**

It is agreed that the Employer will notify the Labor Organization upon receipt of an official notification from higher authority of any full scale local wage survey or wage change survey. Any participation by the Employer or Military Technician(s) in such a survey will be in accordance with the guidelines contained in 5 CFR 532.

**ARTICLE 8**  
**NEW TECHNICIAN ORIENTATION PROCEDURES**

As part of the orientation, the Employer will inform each new Unit Technician of the Labor Organization's exclusive recognition and provide them with a copy of the negotiated Agreement. During the supervisor orientation, the new Military Technician(s) will be introduced to the Labor Organization representative for that Technician's area. The representative will be allowed fifteen (15) minutes of official time to inform the Military Technician(s) of his/her(their) right(s) under Article 1 Section III of this Agreement. It is understood that no portion of the fifteen (15) minutes are authorized for internal Labor Organization business.

**ARTICLE 9**  
**BASIC WORK WEEK - HOURS OF WORK**

**9-1 ADMINISTRATIVE WORK WEEK:**

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

**9-2 BASIC WORK WEEK:**

The basic workweek for full-time Military Technicians means the established workweek as defined by standard shifts.

**9-3 WORK SCHEDULES:**

**A.** The following schedules are established as standard shifts. Supervisors and managers have the right to schedule their respective work areas on any of the listed shifts with proper notice to the Shop Steward. The Employer retains the right to establish any other shift required. If mission requirements, or special projects dictate a needed change and after negotiation with the Labor Organization, special shifts may need to be established for deployments and special operations for short time duration.

**B.** Standard shifts are established as being: A schedule, eight and one half (8 ½) hours in length; or B schedule, nine and one half (9 ½) hour; or C schedule ten and one half (10 ½) hour Each

Technician is authorized a one half (1/2) hour of duty free time for a lunch break each day. The lunch periods will normally be scheduled between 1030 and 1300. All Bargaining Unit members will be allowed to use any thirty (30) minute period within this time frame, subject to mission requirements. Any Military Technician unable to take the lunch break during the designated time due to mission requirements will be compensated in accordance with Article 9-9c of the Agreement.

It is understood that unscheduled events may disrupt this time, but this shall not be a continual (normal) practice. Shift workers normally will be allowed a non-duty thirty (30) minute lunch break midpoint in the shift.

Military Technicians scheduled to work through their normal scheduled lunch period will have the option to reschedule the lunch period or take a lunch break of twenty (20) minute or less within close proximity to their work station and be available for work assignments.

Management will make every effort to coordinate the workload to allow the uninterrupted lunch break. If Military Technicians are not allowed a thirty (30) minute lunch break, they will be released thirty (30) minutes prior to the end of the scheduled shift.

**C.** Areas requiring twenty-four hour coverage will be scheduled in eight (8) hour shifts with lunch to be included in the shift due to mission requirements.

**D.** Areas requiring constant surveillance of telephones or equipment when determined by the immediate supervisor to be in the best interest of the mission to continue surveillance over the authorized one half (1/2) hour lunch break, may work eight hour shifts.

#### **9-4 BREAK TIME:**

One fifteen (15) minute break period is authorized for each four (4) hour period of continuous work.

#### **9-5 SPECIAL SHIFT ASSIGNMENTS:**

The Employer agrees that any Military Technician who requests to work a specific shift because of personal and/or family problems (i.e. to attend educational classes, single parents, sickness in the family) may be granted special consideration in shift selections.

#### **9-6 SHIFT CHANGE NOTIFICATION:**

Military Technicians will be notified no less than two (2) weeks in advance of a shift change. **WORK SCHEDULES WILL BE POSTED, IN EACH WORK AREA, NO LESS THAN TWO WEEKS IN ADVANCE.** Military Technicians will be notified of unusual work schedules or duties no less than seven (7) days in advance. Shift differential, when authorized, for the original shift will be paid if the proper notice period is not provided. A situation, which imposes immediate and unforeseen work requirements, as a result of natural phenomena, or mission related circumstances beyond the Employer's reasonable control, or ability to anticipate, or the Employer determines that the activity would be seriously handicapped in carrying out its functions, or that costs would be substantially increased, the Employer is excluded from the seven (7) day notice requirement.

#### **9-7 CLEAN-UP TIME:**

It is mutually agreed to allow sufficient time immediately preceding the lunch period and at the end of each workday to permit Military Technicians engaged in work involving dirty, toxic, or hazardous substances, for personal and area clean-up.

### **9-8 STANDBY/ON-CALL:**

5 C.F. R. § 551.431 establishes criteria for determining when time spent in standby or in an on-call status is considered hours of work and compensated as follows:

**A.** A Military Technician will be considered on duty and time spent on standby shall be considered hours of work if:

1. The Military Technician is restricted to Employer's premises, or so close thereto that the Military Technician cannot use the time effectively for his or her own purposes; or
2. The Military Technician, although not restricted to the Employer's premises:
  - a. is restricted to his or her living quarters or designated post of duty;
  - b. has his or her activities substantially limited; and
  - c. is required to remain in a state of readiness to perform work.

**B.** A Military Technician will be considered off duty and time spent in an on-call status shall not be considered hours of work and not compensated if:

1. The Military Technician is allowed to leave a telephone number or to carry an electronic device for the purpose of being contacted, even though the Military Technician is required to remain within a reasonable call-back radius; or
2. The Military Technician is allowed to make arrangements such that any work which may arise during the on-call period will be performed by another person.

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

**A.** Compensatory time work assignments shall be distributed equitably among the qualified Technician assigned to the job.

**B.** The Employer agrees to make every effort to give a Military Technician as much notice as possible and to give due consideration to the Military Technician's personal circumstances before directing a Technician to work compensatory time. The Labor Organization, however, agrees that the determination of the necessity for compensatory time work is a function of management and that there will be instances where little or no advance notice may be possible.

**C.** Military Technicians will earn Compensatory time on an hour-by-hour basis for the amount of time spent in overtime work in excess of their scheduled tour of duty. Compensatory time will be administered between the supervisor and the individual concerned. Such time will be administered in the same manner as Annual Leave. Compensatory Time should be taken within twenty-six (26) pay periods from the pay period in which it was earned. Compensatory Time may be used for performance of inactive duty training or active duty training instead of Annual Leave or Leave Without Pay. Lump sum payment for unused Compensatory Time is not authorized.

**D.** Where it is necessary for a Military Technician to be called back to work outside of his/her basic workweek to perform unscheduled compensatory time work of less than two hours duration, (s)he shall be granted a minimum of two hours compensatory time in accordance with applicable regulations.

### **9-10 HOLIDAYS**

**A.** Military Technicians shall be entitled to all holidays presently established by federal law, any holidays that may be later added by federal law, and all holidays that may be designated by Executive Order.

**B.** Holidays will be observed in accordance with applicable regulations, and any Military Technician required to work on a holiday or the day designated as their observed holiday, will be paid in accordance with applicable rules and regulations.

**C.** Subject to mission requirements, every effort will be made to ensure Military Technicians are free to observe holidays. However, when such requirements exist, a rotational schedule will be established to insure equitable distribution of holiday work among the qualified personnel so affected.

**D.** Accurate records of holiday work assignments for Military Technician will be maintained and those records in question will be made available for review by the Labor Organization upon request.

### **9-11 TELEPHONE PRIVILEGES:**

All Military Technicians are allowed telephone calls, to include cell phone, during normal duty hours providing the calls are normally limited to three minutes. It is agreed that the Labor Organization will cooperate with Management to control abuse of the privilege. Military Technicians will be allowed to carry cell-phones/beepers so long as they do not create a safety hazard.

### **9-12 PHYSICAL FITNESS:**

Military Technicians are authorized three (3) hours per week of duty time to participate in the physical fitness program in accordance with the established policy of the Employer.

## **ARTICLE 10** **ASSIGNMENT OF WORK**

### **10-1 POSITION DESCRIPTION:**

Position descriptions will be an accurate listing of the major duties that are required by the Employer to be performed by the affected Military Technician(s). When a new or revised Position Description (PD) is implemented, the Labor Organization and the affected Technician(s) will be notified by the affected Military Technician's supervisor. The term "other duties as assigned" as part of the position description is defined to mean, temporary in nature and should be associated with the Military Technician's occupation or functional assignment. Work assignments shall be in accordance with relevant law, rule, or regulation and properly documented.

### **10-2 ADDITIONAL DUTIES AND DETAILS:**

It is acknowledged that there are duties that exist from time to time that are not or cannot be filled; these duties may be distributed among the work force within the area of concern on a fair and equitable basis. The Employer will exercise its efforts in good faith, subject to requirements of efficient operations, to avoid establishing additional duty requirements that would create unnecessary hardships, potential health hazards or discrimination against any Bargaining Unit Military Technician(s).

**ARTICLE 11**  
**DETAILING OF TECHNICIANS**

**11-1 DEFINITIONS:**

**A.** Detail is an official personnel action temporarily assigning a Military Technician to a different established or pending position for a specified period of time, with the Technician returning to the original position at the conclusion of the Detail.

**B.** Detail is intended to meet temporary emergency workload situations, absences of Military Technicians, pending authorization, and classification of new positions or other types of operational manpower needs that cannot be met by normal personnel placement actions.

**11-2 PROCEDURE:**

Management realizes and acknowledges that Details of Military Technicians out of their specialty must be used in a judicious manner. Therefore the following procedures are established:

1. Except for an emergency Detail of thirty (30) days or less, a Military Technician will generally not be detailed to another position for at least three (3) months after initial appointment.

2. No Detail will be made to evade the principle of recruitment through open competition. The Employer assumes the responsibility for keeping Details within the shortest practicable time limits and making a continuing effort to secure necessary services through use of appropriate personnel actions. Details may be made in 120-day increments to the same or lower grade positions for up to one year. Military Technicians may be detailed to higher-grade positions for periods up to 240 days in 120 increments.

3. No qualified Military Technician will be detailed to a higher level position for thirty (30) continuous days or more, unless due consideration is given toward a temporary or permanent promotion to such a position as provided by applicable regulations. However, competitive selection procedures must be used for such Details, which will exceed sixty (60) days, or for temporary promotions that will exceed One hundred twenty (120) days.

4. It is recognized that there may be isolated instances when management cannot apply these procedures. In those instances, management agrees to explain the circumstances to the affected Military Technicians and the local Labor Organization representative.

**11-3 RECORDING OF DETAILS:**

Official Details will be recorded at the time the action occurs and maintained as a permanent record in the Technician's Official Personnel File (OPF).

**ARTICLE 12**  
**CLASSIFICATION ACTIONS**

**12-1 GENERAL:**

It is agreed that before management assigns an effective date for any downgrade resulting from reclassification, management will provide the affected Military Technicians with:

1. A notice, no less than thirty (30) days in advance of the effective date with a copy of

the new position description (PD) or, the current PD if no changes are being effected.

2. Make available the OPM - Civil Service Classification Standards that the position was graded by.

3. Further information, knowledge and assistance on rights and appeal preparation.

**NOTE:** An effective date will not be established until each of the above provisions are met.

### **12-2 RECLASSIFICATION DOWNGRADE:**

**A.** Any Bargaining Unit position downgraded with a change of duties and PD number will upon request of the Bargaining Unit Military Technician(s) receive in addition to the normal agency considerations; the opportunity to receive mutually agreed upon agency retraining to qualify the Bargaining Unit Military Technician for a position of equal or intervening grade in an area of shortage within the Oklahoma National Guard wherein the Bargaining Unit Technician can meet all other position discriminators (e.g. age, physical standards, military grade upon completion of training). Bargaining Unit Military Technician will receive career counseling upon reclassification and anytime thereafter on request to include but not limited to; the financial impact of such downgrades both on immediate income and long term earnings potential, the impact on the Military Technician's projected retirement annuity, any applicable military compatibility issues, any forecasted position vacancies that would restore his previous grade and position, areas of personnel shortage for which the individual is eligible for agency retraining.

**B.** A Military Technician granted grade retention will be given priority placement consideration in any vacancy of intervening grade to which the Military Technician is qualified (See 5 CFR 536). If there is more than one fully qualified eligible Technician in grade retention internal placement plan will be utilized. For any other positions that become available that no one on the retention roster is fully qualified for, the merit promotion plan will be utilized. The Military Technicians on the retention roster shall be given priority consideration.

**C.** Where Bargaining Unit Military Technicians are required to be relocated from the previous place of employment as a result of reclassification downgrade the agency will incur the relocation expenses entitled by regulation of a move at government expense.

**D.** No personnel actions resulting directly from reclassification downgrading will be taken until management has notified the Labor Organization of the impact of the proposed action(s).

**E.** If the PD does not reflect the actual duties of Military Technicians, a desk audit can be performed. The supervisory certification will be the basis determining if a desk audit is required.

**F.** The Employer will not utilize classification actions for the purpose of either awards or punishment.

## **ARTICLE 13** **PERFORMANCE APPRAISAL SYSTEM**

Procedural guidelines contained in OMD Technician Personnel Regulation 430 (TPR 430) will be used for Military Technician performance appraisals. Any changes to TPR 430 will be negotiated as appropriate.

## **ARTICLE 14** **TEMPORARY DUTY ASSIGNMENT**

#### **14-1 GENERAL:**

It is agreed that a Military Technician in a Temporary Duty Assignment (TDY), the following in accordance with applicable rules and regulations will apply:

1. TDY will be announced as soon as information on the assignment is available.
2. Selection of Military Technicians for temporary duty assignments will be on a rotational bases whenever possible.
3. So far as necessary in the full performance of their position duties, Military Technicians are responsible for responding to TDY in the same manner as to duties at their permanent duty station.
4. The Employer agrees to attempt to insure that problems created by TDY assignments will have a minimal impact on morale of the individual Military Technician.
5. Information on the assignment will be made known on a continuing basis to the affected Military Technicians as it becomes available.

#### **14-2 MODE OF TRANSPORTATION:**

Military Technicians will use the method of transportation administratively authorized on travel orders as most advantageous to the Government. Travel by privately owned vehicles will not be directed but may be authorized at the Employer's discretion. Privately owned conveyance will be reimbursed in accordance with applicable regulations and JTR's. A Military Technician with a medical certification shall not be required to travel by aircraft and may use other methods of transportation.

#### **14-3 TRAVEL VOUCHERS:**

The Technician will submit a travel voucher, DD Form 1351-2, to the approving official pursuant to USPFO-C-TV guidelines in all cases when travel is completed.

#### **14-4 WORK SCHEDULES:**

A Military Technician on TDY will adhere to the work schedule of the TDY location station. A Military Technician who performs more than eighty (80) hours of work in a bi-week period will be awarded compensatory time or other compensation as appropriate.

#### **14-5 HOME STATION WORKLOAD:**

It is understood that TDY may create additional workloads for Military Technicians who remain at home station. Every effort will be made to adjust workloads to accommodate the shortage of personnel in each affected section.

#### **14-6 TRAVEL**

Time spent traveling away from permanent duty station is "hours worked" when it cuts across Military Technician's normal workday. For example, if any Military Technician regularly works from 0800 to 1630 from Monday through Friday, the time spent traveling during these hours is "hours worked" the time is not only "hours worked" on regular workdays during normal working hours but also during corresponding hours on non-workdays. Time spent traveling during corresponding hours on non-workdays (Saturday, Sunday, or holidays) may be "hours worked" or Compensation Time earned depending on the situation. Personnel office/HRO may be contacted for guidance in this situation.

**ARTICLE 15**  
**HAZARDOUS DUTY AND ENVIRONMENTAL DIFFERENTIAL PAY**

**15-1 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 Military Technicians. Specific procedures and guidelines are established in 5 CFR Part 532 and 550. These procedures as amended by this Article are the procedures to be followed in establishing and paying of EDP/HDP.

**15-2 POLICY:**

This Article provides the policy steps applicable to EDP.

**STEP 1:** A hazard assessment will be conducted by the Employer with the assistance of the appropriate technical expert (i.e. industrial hygienist (IH), environmental specialist, safety specialist) of the work place and will be used to identify those specified hazards associated with the Military Technician's assigned tasks. The appropriate supervisor will notify the next higher level of supervision and the Sate Safety Office of the results. The Safety Office will provide assistance to meet all requirements of Steps Two and Three.

**STEP 2:** IH practices {i.e. means of mitigation, PPE, engineering practices, exposure limits}.

**STEP 3:** Following the completion of Steps 1 and 2 above and considering the allowed Permissible Exposure Limits (PEL) and in accordance with 5 CFR 532, a situation may exist for the payment of EDP

**15-3 PAYMENT OF EDP:**

**A.** A Military Technician entitled to EDP shall be paid in 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 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.

**B.** When a Military Technician 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 on (1) hour, the Military Technician shall be paid in increments of one-quarter (1/4) hour for each fifteen (15) minutes or portion thereof in excess of fifteen (15) minutes; e.g. if a Military Technician is exposed for one (1) hour and six (6) minutes, they will receive EDP for one (1) hour and fifteen (15) minutes.

**C.** A Military Technician entitled to 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.

**D.** A Military Technician may not be paid more than one environmental differential for a particular period of work.

**E.** The payment of EDP is computed on the basis of the highest environmental differential rate authorized during the period of entitlement.

**F.** The numbers of hours a Military Technician is paid EDP shall not exceed the number of hours of duty performed by the Military Technician on the day of exposure except as required by

paragraph C of this section.

**15-4 DOCUMENTATION OF EDP:**

A. The payroll office receives the documentation of EDP by using a NGB Form 104 which is attached to the T&A card. This is required to provide the necessary information for calculating EDP entitlements. The form will be completed as follows:

- 1) Enter name, SSN, Unit, and location of the Military Technician(s) concerned.
- 2) List the category number of exposure. Show all exposures as they occur each workday. When exposure occurs under more than one category, intermittently for the same category, or concurrently with more than one category on the same workday, list each individual exposure separately to include actual clock times.

B. Duration of exposure: List the date, inclusive clock time in the “from” and “to” columns, and actual elapsed time in hours and minutes of each category of exposure shown in the preceding column (e.g. 1 Jan 1998; 1 p.m.-3:25 p.m; 2 hours and 25 minutes).

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

**15-5 HDP:**

HDP will use the procedures of 15-2 through 15-4 discussed above.

**ARTICLE 16**  
**HEALTH, SAFETY, AND WELFARE**

**16-1 GENERAL:**

The Employer and the Labor Organization agree to exert every effort to provide and maintain a work environment conducive to the safety and well being of Military Technicians. Rules, laws and regulations related to safety shall be available to all Military Technicians and shall be adhered to. It is acknowledged that certain tasks necessarily performed involve a varying degree of hazard. Military Technician normally assigned to perform hazardous tasks shall receive appropriate briefings, instructions, training, or schooling pertinent to the hazardous task to be performed.

**16-2 OCCUPATIONAL SAFETY AND HEALTH COUNCIL:**

The Employer and Labor Organization agree to cooperate in the continuing effort to eliminate safety and health hazards to the maximum extent possible. In order to achieve this goal, there shall be established, in accordance with controlling regulations, the Safety Council at each facility and the Labor Organization will be represented on these Councils by Military Technicians selected by the Labor Organization. In addition to the regulatory functions, the Councils shall perform the following functions in the area of the National Guard Occupational Safety and Health Program:

1. Recommend and formulate instructions and procedures to comply with Occupational Safety and Health (OSHA) Standards.
2. Promote safety and health education of all Military Technicians.
3. Encourage Technician(s) to utilize the established procedures to report hazardous conditions in order to alert supervisors of such conditions requiring prompt action to prevent

serious health hazards, accidental injury or death, or destruction to government equipment or property.

4. Encourage Military Technicians to submit safety suggestions which the Employer will process in accordance with established procedures.

5. Require all personnel to report all job related injuries and illnesses.

6. Ensure that proper records are prepared and maintained of all occupational injuries or illnesses of Military Technician(s).

### **16-3 WORKERS COMPENSATION:**

Military Technicians shall immediately report job connected injuries or illness to their supervisor. The supervisor, with the Military Technician, shall insure proper procedures are followed and that all necessary documents are completed. When the Military Technician is incapacitated and unable to notify the supervisor of injury or illness, it shall be Employer's responsibility to initiate required procedures as soon as they are aware an incident has occurred. Local processing of workers compensation claims will be coordinated with the HRO. In all situations involving federal workers compensation, the HRO is available to assist the Military Technician and if necessary ensure all required procedures are accomplished.

### **16-4 EXTREME COLD/HEAT:**

The Employer and the Labor Organization mutually recognize the hazards of working in extremely cold or hot temperatures, while at the same time, acknowledge the necessity for accomplishing certain tasks to varying extent even in the most extreme temperatures. When working outside, Employer will be cognizant of the adverse effect of weather and temperature on the Military Technician and adjust the work accordingly. The Employer will provide current approved wind chill and heat index charts to be used in determining the maximum exposure to outside temperatures.

1. It is agreed that there are certain cold and heat factors beyond which Military Technicians are incapable of performing sustained work.

2. The provided Wind Chill Factor Table will be utilized to determine the safe duration of outside work that may be performed. A rotation to inside work for a fifteen (15) minute warm-up during extreme cold weather is hereby agreed to.

3. Outside aircraft preparation for locally scheduled training flights may be discontinued due to the wind chill factor.

4. The Employer will use the Heat Index Table to determine safe exposure to extreme heat.

5. It is realized that tolerance between individuals differ and that the type of outside work being accomplished affects the body heat generated by a worker, therefore, common sense must be applied along with the above indicated maximum exposure time.

6. The official temperature and wind velocity will be obtained from the best available resource.

### **16-5 TDY SAFETY:**

When Military Technicians are sent to repair equipment out of commission at other than home station, the Employer agrees that every reasonable effort will be made to ensure adequate number of Military Technicians will support each TDY to ensure the health, safety, welfare, and

morale of each Military Technician.

**16-6 SAFETY GLASSES AND PROTECTIVE CLOTHING:**

A. The Employer will furnish at no cost to the Military Technicians, safety eyeglasses to include prescription lenses to Military Technicians who are required by medical prescription to wear glasses, upon furnishing a request and justification and upon approval of the state safety officer. The Military Technicians will furnish a current eyeglass prescription or a new prescription as vision changes occur. All issued safety glasses broken on the job will be replaced at no cost to the Military Technicians. Tinted lenses may be authorized as mission requires.

B. The Employer will provide all protective clothing and equipment authorized by applicable regulations and CTA's.

C. In those incidents when PPE is not specified to reduce or eliminate hazards associated with exposure to toxic or hazardous substances as defined or specified by 29 CFR 1910, the Employer will provide a process to detoxify the uniform.

**16-7 HAZARDOUS MATERIAL TRAINING PROGRAM:**

A. Hazardous material information and training will be made available IAW current DOD directives and other military standards as may be required. (This section does not apply to Hazardous Material Certification training).

B. All personnel will receive the training required by the directives and standards detailing the hazards associated with chemicals used in their respective shops. Military Technicians who handle, use, or are potentially exposed to hazardous materials in the course of official duties, will receive training on the specific hazards in their work area. This training may be conducted upon initial work area assignment and whenever a new hazard is identified or introduced into a work area. This initial training will be in accordance with 29 Code of Federal Regulations

C. All required training will be properly documented to ensure completion. Material Safety Data Sheets (MSDS) will be available to all supervisors, all Military Technicians exposed to any chemical hazard, and/or the Military Technician representative. The MSDS will be on file in a known location and accessible to all the individuals.

**16-8 SAFETY SURVEY:**

In the event a Federal or Agency Safety Inspector visits the installation, at least one Labor Organization and one Management member shall accompany them on the tour.

**16-9 HAZARD REPORTING:**

A. A hazard may be reported by any person and may be submitted on any event or condition that affects safety.

B. Hazards should be reported to applicable 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. In those cases where no appropriate OSHA standards exist for exposure of Military Technicians to unique, specific, or general hazards, commanders will

develop appropriate emergency, temporary, or permanent supplementary standards that apply to the working conditions of Military Technicians. These proposed supplementary standards will be submitted through command channels.

C. The Safety Office will review and evaluate the report IAW applicable directives. If after review and processing of the report by the Safety Office and the originator is not satisfied, the Technician may appeal IAW with regulations or file a grievance.

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

#### **16-10 HIGH RISK OPERATIONS:**

No Military Technician, other than qualified maintenance personnel, shall be required to perform hazardous repair work on or about moving or operating machines while in motion or operation unless a qualified repairman is present and directing the work being performed. This does not preclude the normal or necessary adjustments to be made to machinery or equipment while in motion or operation.

#### **16-11 MILITARY UNIFORMS:**

Military Technicians are required to wear the military uniform by 32 U.S.C. 709. Quantities are subject to 5 U.S.C. 7106 (b)(1).

#### **16-12 TECHNICIAN IDENTIFICATION:**

It is agreed that each bargaining unit location will develop a security plan which addresses identification of non-employee visitors and limiting access.

### **ARTICLE 17** **LEAVE**

#### **17-1 GENERAL:**

The provisions of this Article will provide basic guidance on matters pertaining to leave.

#### **17-2 ANNUAL LEAVE:**

A. The Employer will make every effort based on mission to honor the leave requests for the Military Technicians. Approved leave may be canceled due to mission requirements only. Each Military Technician will be allowed to schedule/use annual leave in the amount that will normally accrue during the current leave year. In situations where there are more Military Technicians requesting leave for a particular period than can be approved due to mission requirements, the Military Technician(s) with greatest amount of seniority will be given preference.

B. Unscheduled annual leave. Military Technicians will contact the supervisor before the start of the shift. The Employer agrees to grant the request for unscheduled annual leave if possible with regard to mission accomplishment. It is agreed that in those cases where a Military Technician does not report to work due to an unforeseeable circumstance, the supervisor will be notified by the most expeditious means possible within two (2) hours after the start of the Technician's regular work shift. Notification that does not meet the two (2) hour criteria will be

dealt with on a case-by-case basis. The supervisor may request documentation to substantiate an emergency.

**C.** Annual leave will be charged to a Military Technician's account in thirty-minute increments.

**D.** The leave transfer program is a program to donate annual leave to another Military Technician's leave account. When need arises, this program will be implemented in accordance with applicable regulations current at the time the need exists.

### **17-3 SICK LEAVE:**

**A.** Sick leave will be authorized only in bona fide cases and may be granted orally or may require acceptable evidence. The appropriate supervisor will ascertain whether absences are properly chargeable to sick leave. Medical certificates may be required under the following conditions:

1. For absence in excess of three (3) workdays.

2. For absences of short periods at frequent intervals whenever there is reason to believe that the sick leave privilege is being abused. In such cases, the Military Technician maybe advised in writing after counseling that a medical certificate may be required to support any future grants of sick leave regardless of duration.

**B.** Sick leave is authorized upon request for all dental, optical, and doctor appointments including reasonable travel time as necessary for both local and non-local appointments.

**C.** Military Technicians who may be required to provide care for an immediate family member with a contagious disease or sickness will be authorized sick leave. Should there be any question concerning whether a disease or illness is contagious within the meaning of the regulation or 5 CFR 630, a medical certificate stating that the disease/illness is contagious may be required to support the granting of sick leave.

**D.** Same policy as set forth in 17-3 b above shall apply.

### **17-4 PARENTAL LEAVE:**

Military Technicians are authorized twelve (12) workweeks of unpaid leave during any twelve (12) month period IAW the Family Friendly Leave Act of 1994.

### **17-5 TRAUMATIC LEAVE:**

Military Technicians are entitled to a continuation of pay status (COP) for a period not to exceed forty-five (45) days for any OWCP covered incapacitating injury or recovery period required by a doctor.

### **17-6 LEAVE WITHOUT PAY (LWOP):**

LWOP is authorized in cases where the Military Technician does not have or wish to use accrued leave. It is requested and granted the same as annual leave. This category of leave can be authorized in casers where a Military Technician holds a position in a national Labor Organization for up to one year.

### **17-7 MILITARY LEAVE:**

Military Leave is authorized for the performance of military duties in both active and IDT duty status. Military Leave will be charged in increments of one (1) hour. Military Technicians have the option of electing military or other types of appropriate accrued leave when

performing military service.

**17-8 ADMINISTRATIVE DISMISSALS:**

When the Employer authorizes the shutdown or closure of an activity or Unit because of weather conditions or emergencies,(i.e.; loss of heat, water, power) Military Technician may be granted administrative leave.

**17-9 INCLEMENT WEATHER:**

In the event of inclement weather that would create a hazardous driving condition, (i.e. ice, or snow), Employer will implement a process to notify Military Technicians with release policies.

**17-10 LAW ENFORCEMENT LEAVE:**

Military Technicians on state active duty or in federal service under specific sections under Title 10 are entitled to this additional leave without loss or reduction of leave to which otherwise entitled (5 USC 6323). Military Technicians who suffer injury or death as a result of State Active Duty are not eligible for Technician compensation benefits under the Federal Employees Compensation Act.

**17-11 ABSENCE WITHOUT CHARGED LEAVE:**

Under the following circumstances, Military Technicians may be excused without being charged leave for the purpose of: Donating blood (up to 4 hours); to vote when such voting or registration cannot be accomplished outside regular working hours; for local emergency or rescuer work where National Guard participation is not involved; for physical examinations when required for employment or for military membership (only if not on military orders); to present grievances and appeals including participation as a union representative in behalf of another Technician; to attend conferences and conventions which have been directed by this Department; to participate as a official observer in a union election or participate in management- technician meetings as a Labor Organization representative; when the Military Technician applies for a job within the Oklahoma Military Department he should be given a reasonable amount of time for the interview, and travel to and from the interview; or authorized shutdown or closure of an activity or Unit because of weather conditions or emergencies (i.e. loss of heat, water, power).

**17-12 COURT LEAVE:**

Court leave is leave with pay for the period of time a Military Technician spends in court for jury duty as a juror or as a witness, or for attending judicial proceedings. Court leave will be extended to Technicians when summoned to appear, as a witness in judicial proceedings on behave of a state, or local government or when required to perform jury duty in a federal, state, or municipal court.

**ARTICLE 18**  
**MERIT PROMOTION AND INTERNAL PLACEMENT**

### **18-1 PURPOSE:**

It is agreed that merit promotion and internal placement will be in accord with Employer's Merit Placement Plan . The following exceptions are unique to the Bargaining Unit:

1. A copy of the vacancy announcement will be provided to the local Labor Representative.
2. Vacancy announcements will be posted for fifteen (15) calendar days;
3. Failure to apply individual procedures may be grieved.
  - a. Military 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. If a grievance concerning merit promotion has been initiated, no action to cancel the vacancy announcement will take place until the grievance is resolved.

### **18-2 JOB ENHANCEMENT:**

Management recognizes that assignments to higher-grade position, duties, and/or training may ultimately lead to new or better job opportunities. Merit promotion procedures will apply to all the following situations:

1. Appointment as permanent understudy.
2. Detail of Military Technicians for which no position is available but it can be anticipated that a full-time position will be forthcoming in the future.

## **ARTICLE 19** **DISCIPLINE**

### **19-1 GENERAL:**

**A.** Collective bargaining agreement establishes requirements under which the state operates per TPR 752.

**B.** TPR 752 dtd 23 Feb 87 will fulfill the established requirements referenced in paragraph 1 above with the addition of the following:

1. Oral Admonishment
  - a. Technician may have a Labor Organization representative, if desired. If representative is requested by the Technician, that representative must be present prior to questioning and presentation of the admonishment.
  - b. Pencil annotation (date and subject) on NGB Form 904-1 may be retained no longer than one (1) calendar year (unless action is an ongoing problem) and must be initialed by individual.
2. Letter of Reprimand
  - a. See paragraph B.1.a. above.
  - b. Letter of reprimand will be retained no longer than one year unless an ongoing problem exists.
3. Immediate access to official personnel folder will be given to Technician concerned and individuals to whom the Technician has given written permission.
4. Twenty (20) day response minimum on adverse actions.
5. Weingarten rights annually.

**ARTICLE 20**  
**GRIEVANCE PROCEDURES**

**20-1 GENERAL:**

Military Technicians within the Bargaining Unit are required to use this agreed to grievance procedure as the sole means of resolving all complaints covered by this Article. The Military Technician retains the right to request Labor Organization representation in the grievance procedure or to decline such representation. If the Technician chooses to decline such representation, that waiver must be in writing. The Labor Organization will obtain this waiver. However, the Labor Organization will be given the opportunity to have a representative present during all grievance proceedings to ensure that the adjustments of the grievance are not inconsistent with the terms of the agreement. A grievance will be formally presented normally not later than ninety (90) days after the grievance took place or the individual becomes aware of the events that constitute the grievance, whichever is later. Either party may seek interpretation of the meaning or intent of the agreement from representatives of the negotiating teams.

**20-2 DEFINITIONS:**

A grievance is:

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

**20-3 REPRESENTATION:**

The Labor Organization is assured the right to represent itself and/or each Military Technician in the Bargaining Unit in the presentation and processing of any grievance.

**20-4 EXCLUSIONS:**

It is agreed that this negotiated procedure is a full coverage procedure except for those matters specifically excluded by law (PL 95-454) from the coverage of this agreement. Matters excluded from the negotiated grievance procedure are:

1. Any claimed violation relating to prohibited political activities (Hatch Act Violations).
2. Retirement, life insurance, or health insurance.
3. A suspension or removal under Paragraph. 7532 (National Security) of Title 5, U.S.C.
4. Any examination, certification, or appointment. Merit placement cannot be grieved; this is intended to allow grievance to the process only—not the selection or non-selection.
5. The classification of any position which does not result in the reduction in grade or pay

of a Technician. This matter may be appealed under other procedures. For GS Technician TPR 500 (511.6), for WG Technician TPR 532-1. S7, (532-1) are the applicable references.

6. An EEO complaint.
7. RIF as contained in Article 22 of this Agreement
8. Any matters properly addressed under the provisions of Title 32 U.S.C. 709 (f).

#### **20-5 EXCLUSIVE PROCEDURE:**

The Employer and the Labor Organization agree that the negotiated procedure is the exclusive procedure available to the Labor Organization and the Military Technician(s) in the Bargaining Unit for processing of any grievance.

#### **20-6 TECHNICIAN RIGHTS:**

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

#### **20-7 GRIEVANCE FILE:**

It is agreed that Employer will maintain a grievance file in accord with appropriate regulations.

#### **20-8 PRESENTING A GRIEVANCE:**

- a. A grievance must be presented using the agreed to grievance form which is included as part of this Article.
- b. The Labor Organization has the right, on its own behalf or on the behalf of the Bargaining Unit Technician(s), to present and process grievances.
- c. If a Military Technician or group of Military Technicians elect to present their grievance without the assistance of the Labor Organization, adjustments of the grievance may not be inconsistent with the provisions of this agreement.
- d. The appropriate supervisor or manager involved will notify the Labor Organization of grievance proceedings and inform them of the time and place of such proceedings. The point of contact will be a chapter officer.
- e. Question of Grievability. In the event either party should declare a grievance, non-grievable or non-arbitrable, the original grievance shall be considered amended to include this issue. 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 2 of this procedure. All disputes of grievability or arbitrability shall be referred to arbitration as a threshold issue in the related grievance.

#### **20-9 TECHNICIAN/LABOR ORGANIZATION GRIEVANCE:**

A. Procedure. Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The Employer and the Labor Organization agree that every effort will be made by management and the aggrieved party(s) to settle grievances at the lowest possible level. Inasmuch as dissatisfaction and disagreements arise occasionally among people in any work situation, the

filing of a grievance shall not be construed as reflecting unfavorably on a Technician's good standing, their performance, or their loyalty or desirability to the organization or mission. Official time during work hours, will be allowed for Technician and Labor Organization representatives to investigate, prepare for, and present grievances, including attending meetings with Employer officials.

**Step 1.** Any grievance shall first be taken up orally by the concerned Military Technician and the immediate supervisor concerned. Grievances must be presented within thirty (30) work days from the date the incident or actions occur which causes the Technician to be aggrieved. The Labor Organization representative must be present if the Technician so desires. Should the Military Technician not seek Labor Organization representation, a Labor Organization representative will be present to observe the grievance proceedings.

**Step 2.** If the matter is not satisfactorily resolved following the initial discussion, the Labor Organization representative may, within five workdays, submit the matter, in writing, to the Activity Supervisor. The Activity Supervisor will meet with the Labor Organization representative, and any aggrieved Military Technician, within five workdays after receipt of the grievance. The Activity Supervisor will give the Labor Organization representative a written answer within five workdays after the meeting.

**Step 3.** If the grievance is not settled at Step 2, the Labor Organization representative, may, within five (5) work days, forward the grievance to the Program Manager (Surface Maintenance Manager, or State Aviation Officer) for further consideration. The Program Manager will review the grievance, consult with the Labor Organization, and give the Labor Organization a written answer within five (5) work days after receipt of the grievance.

**Step 4.** If the grievance is not satisfactorily resolved at Step 3, the grievance, with all attached responses through Step 3, will be submitted to the Adjutant General for decision. If the Adjutant General does not satisfactorily resolve the grievance by his written answer within fifteen (15) work days after receipt, the Labor Organization or the Employer may refer the matter to arbitration.

**B.** Multiple grievances involving the same subject matter and arising from the same functional area, may be submitted as one grievance following the procedure hereabove described.

**C.** Under this Agreement a grievance will be withdrawn:

1. At the Military Technician's request, or
2. At the Labor Organization's request; or
3. Upon death of the Military Technician, unless a grievance involves a question of pay.

**D.** Extensions. Under this Agreement, if management fails to respond to a grievance within the time limits so specified under each Step of this procedure, the Labor Organization and/or the Military Technician(s) concerned, shall have a right to process the grievance to the next step of this procedure. However, time limit extensions may be granted, if warranted by unusual circumstances and if requested, and are mutually agreed to by both parties.

**E.** If both parties agree, Alternate Dispute Resolution procedures using a neutral third party may be used to resolve an issue under this Article. If this process is not successful, then the provisions of rules of Arbitration may be invoked.

#### **20-10 RIGHT TO INFORMATION:**

Upon request and subject to law, rule or regulation management will supply the Labor Organization with any investigation reports and/or documents used in the original action when denying a grievance. This is to insure the Labor Organization has all the necessary information

for a determination to invoke or not invoke arbitration.

**20-11 ARBITRATION PROCEDURES:**

- A. Arbitration may be used to settle unresolved grievances.
- B. Only the Labor Organization or the Employer may invoke the provisions of this section.
- C. If either party questions the arbitrability of a matter because of alleged conflicts with applicable existing law or circumstance(s), the arbitrator will simultaneously hear the question of arbitrability and the merit(s) of the case. The arbitrator will then rule on the question of arbitrability and when applicable, the subsequent question(s) on the merits of the case.

**20-12 ARBITRATOR SELECTION:**

When arbitration is invoked, the party invoking arbitration may request a list of seven arbitrators from the Federal Mediation and Conciliation Service (FMCS) and concurrently inform the other party of its intent. Within seven (7) working days of receiving the list, both parties shall meet to select an arbitrator. If agreement cannot be reached regarding the selection of an arbitrator, then the parties will alternately strike the names from the list until only one (1) name remains. The individual's name remaining will be duly selected to hear the grievance. The parties agree that if the selected arbitrator is unavailable to hear the grievance within thirty (30) days the parties may select a new arbitrator using the above procedures. If either party fails to participate in the selection process, the arbitration action will proceed with the requesting party accomplishing the selection.

**NOTE:** If the chosen arbitrator cannot hear the case within thirty (30) days the intent of Section 19-14 is to allow the parties to select from the remaining names on the list or request a list of seven additional names.

**20-13 ARBITRATION EXPENSES:**

The arbitrator's travel and per diem as authorized under the JTR shall be borne equally by the Employer and Labor Organization. The responsible party for any other expenses incurred will be determined by the arbitrator. If a transcript is required or used during the arbitration proceedings, management agrees to pay for any costs that might be incurred. Upon request, a copy of the transcript will be provided to the Labor Organization at its own costs.

**20-14 DATE AND LOCATION:**

The arbitration hearing shall be held on a date and at a location mutually agreed upon by the parties.

**20-15 FLRA EXCEPTIONS:**

The parties understand the Federal Labor Relation Authority has promulgated regulations providing for filing of exceptions to an arbitrator's award. The period for filing of exceptions is not later thirty (30) days from the date the award is served on the parties. The date of service is the date the arbitration award is deposited in the U.S. mail or is delivered in person. It is understood that if no exceptions to an award are filed during this thirty (30) day period, the award shall be final, binding and effective on the thirty-first (31<sup>st</sup>) day.

**20-16 COMPLIANCE:**

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

**ARTICLE 21**  
**UNFAIR LABOR PRACTICE PRECHARGE PROCEDURES**

It is agreed that all initiated unfair labor practice charges will be submitted to the other party for resolution. Each unfair labor practice submitted will state the factual basis of the charge. It is further agreed that a written response to other party within fifteen (15) calendar days of receipt of any such submission, unless an extension is mutually agreed to. Should these pre-charge procedures fail to achieve mutual resolution, the charging party may file unfair labor practice with the FLRA.

**ARTICLE 22**  
**REDUCTION-IN-FORCE**

**22-1 GENERAL:**

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

**22-2 APPROPRIATE ARRANGEMENTS:**

Procedures relating to reduction in force will be governed by Public Law 95-454, this Article and Article 1-12.

**22-3 PLACEMENT ACTION:**

- A. The Employer will take positive action to assist Military Technician(s) affected by RIF or transfer of function to be placed within the Oklahoma Army 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 Technician(s) separated in a RIF. Upon receipt of a specific notice of separation, Military 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. Military 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.

**22-4 APPEALS:**

- A. A competing Military 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, or 5 CFR 351.

1). An appeal may be submitted upon receipt of a specific notice, but no later than thirty (30) 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 effecting 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 Military 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 Military Technician(s) involved.

## **ARTICLE 23**

### **EMPLOYEE ASSISTANCE PROGRAM**

#### **23-1 GENERAL:**

The parties recognize the importance of programs established for the welfare of Military Technicians. The Employer and the Labor Organization agree to encourage Military Technicians participation in appropriate programs. The Employer agrees to provide the assistance program to Military Technician's IAW law, rule, TPR 792, and regulation. Military Technicians will not have their job security or promotion opportunities jeopardized by their request for counseling or referral assistance, providing they accept the counseling assistance and/or treatment offered.

#### **23-2 OBJECTIVES:**

The objective of the Employee Assistance Program (EAP) is to identify and assist Military Technicians with behavioral or personal problems that impact upon work performance

or disrupt interpersonal relations with other Military Technicians in the immediate work environment.

**23-3 PROGRAM SCOPE:**

The scope of this program includes, but is not limited to, substance abuse, emotional, financial, marital, legal and physical problems.

**23-4 CONFIDENTIALITY:**

A Military Technician whose performance or conduct indicates a problem may be referred to the Employee Assistance Program Coordinator (EAPC). The confidential aspects of medical/behavioral problems shall be maintained. No one shall reveal the name of a person seeking assistance, being assisted, or having been assisted, or the nature of the assistance/progress, without the Technician's written consent in accordance with the Privacy Act.

**ARTICLE 24**  
**EQUAL EMPLOYMENT OPPORTUNITY PROGRAM**

**24-1 POLICY:**

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

**24-2 EEO COMPLAINT PROCEDURES:**

Any Military Technician who believes they have been discriminated against in any matter because of race, color, religion, sex, age, national origin or handicap may file an EEO complaint through the statutory procedures by contacting a designated EEO counselor or the EEO office for guidance

**24-3 COMPLAINTS ALLEGING SEXUAL HARASSMENT:**

- A.The Employer and the Labor Organization agree that sexual harassment in the workplace will not be condoned or tolerated.
- B.Reported cases of sexual harassment will receive prompt and positive action.
- C.Any Military Technician who feels they have been the victim of sexual harassment may file a complaint through the statutory procedure by contacting an EEO counselor or the EEO office for guidance.

**ARTICLE 25**  
**AGREEMENT ADMINISTRATION**

**25-1 EFFECTIVE DATE:**

This Agreement shall be put into full force and effective on the date of approval by the Department of Defense (DOD) and the Labor Organization membership. It is to be effective for a period of three years. This Agreement shall go into effect on the 31<sup>st</sup> day after execution of the contract.

**25-2 DOD APPROVAL:**

- A.** The Department of Defense (DOD) shall approve the Agreement within thirty (30) days from the date this Agreement is executed by the parties if the Agreement is in accordance with the provisions of applicable law, rule, or regulation.
- B.** If DOD does not approve or disapprove this Agreement within the thirty-day period, the agreement shall take effect and be binding on the Employer and the Labor Organization 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, the remainder of this Agreement shall take effect as provided by law.

**25-3 AGREEMENT PRECEDENCE:**

Upon approval, this Collective Bargaining Agreement takes precedent over any conflicting provisions or guidance which predate, as well as those that postdate this Agreement.

**25-4 AGREEMENT AMENDMENTS/SUPPLEMENTS:**

- A.** This Agreement may be subject to amendments or supplements by mutual consent at any time during the agreement's lifetime for the purpose of amending or providing supplements to this Agreement. 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.
- B.** Approval of an amendment or supplement to the Agreement will be accomplished in the same manner as provided for approval of the basic agreement as specified in paragraph 25-2 of this Article.

**25-5 NEGOTIATING A NEW AGREEMENT:**

- A.** Negotiations for a new agreement will commence no earlier than one hundred five (105) calendar days or later than ninety (90) calendar days prior to the termination of this Agreement.
- B.** Thirty (30) days prior to the start of negotiations of a new agreement, representatives of the Employer and representatives of the Association of Civilian Technician Local 127 will meet to initiate a memorandum of understanding establishing the ground rules for the conduct of negotiations.