



AGREEMENT BETWEEN

ASSOCIATION OF

CIVILIAN TECHNICIANS (ACT)

AND

THE CALIFORNIA MILITARY DEPARTMENT

2014



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**ARTICLE I: GENERAL PROVISIONS**

**1-1 Agreement**

1. Pursuant to the policy set forth in Public Law 95-454, the following articles constitute an agreement by and between The Adjutant General, State of California, hereinafter referred to as the Employer, and the California Air National Guard, Association of Civilian Technicians, hereinafter referred to as the Labor Organization and collectively referred to as the Parties.
  
2. This contract is intended to apply to all ACT members; Local chapters 105, 109, 118, and 121, Local ACT representatives, and Wing Management officials. The parties agree that the contents of this contract will not be modified at the Local or Wing level. Local and Wing addendum may be bargained in coordination with HR-Labor Relations based on unique requirements that are not contained in this contract upon agreement of both parties.

**1-2 Mutual Covenants**

1. This agreement identifies the mutual covenants of the parties hereto, which have the intention and purpose to:
  - a. Promote and improve the efficiency of operations at the California Air National Guard and the well being of its employees within the meaning of Public Law, 95-454.
  - b. Provide for the highest degree of efficient operations for the CA ANG.
  - c. Encourage the submission of constructive work improvement and cost reduction ideas.

- d. Promote awareness of accident prevention and strengthen good relations between the management, the employees and the local community.
- e. Establish a basic understanding relative to personnel policies, practices and procedures and matters affecting other conditions of employment within the jurisdiction of The Adjutant General.
- f. Provide a means for amicable settlement on matters of mutual interest.
- g. Promote employee communications and information on personnel policy and procedures.

### **1-3 Definitions**

- a. “Adverse Action”- An adverse Action is defined as a suspension, removal, reduction in grade, or compensation of an employee.
- b. “Confidential Employee”- means an employee who acts in a confidential capacity with respect to an individual who formulates or effectuates management policies in the field of labor-management relations.
- c. “Consult” — to meet so as to consider non-binding views or ideas.
- d. Days – All references to days will be considered calendar days unless otherwise stated.
- e. “Disciplinary Action” — Disciplinary actions are defined as oral admonishment or a letter of reprimand.
- f. “Employer”- The Adjutant General, State of California.
- g. “HRO” — Human Resources Office. The designee of The Adjutant General assigned the responsibility to carry out all technician personnel functions.
- h. “Labor Organization”- Defined as 5 USC, Chapter 71, § 7103(4).
- i. “Management Official”- means an individual employed by an agency in a position the duties and responsibilities of which require or authorize the individual to formulate, determine, or influence the policies of the agency.
- j. “National Union Official”- ACT national representatives. J. “Negotiate” — to confer so as to come to terms or reach an agreement.
- k. “Promotion”- The movement of an employee, while serving continuously within the same agency, to a higher grade level within the same job classification system and pay schedule, or to a position with a higher rate of basic pay in a different job classification system and pay schedule.
- l. “Steward”- A shop steward is an official Labor Organization representative who is an elected or appointed union member that represents the interests of the union and members covered by the bargaining unit at various work sites.
- m. “Supervisor”- an individual employed by an agency having authority in the interest of the

agency to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove employees, to adjust their grievances or to effectively recommend such action, if the exercise of the authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgment.

- n. "Technician"- Federal Civil Service Employee employed by the California Air National Guard.
- o. "Union Official"- Local officers and representatives of the exclusive bargaining unit.

### **1-4 Contract Distribution**

The Employer will make this agreement available electronically immediately upon approval. In addition, the Employer agrees to provide a copy of this agreement for each bargaining unit member approximately 30 days after approval. Additionally, during the term of this agreement, each subsequent bargaining unit member hired will be provided a copy. The parties understand that extenuating circumstances may affect the preparation of printed copies.

### **1-5 Labor/Management Training**

The Employer and Labor Organization will ensure that all supervisory/management personnel and Labor Representatives are trained as to the provisions of this agreement. Members of both negotiating teams will jointly present the training to a forum of both supervisor/management personnel and Labor Representatives.

### **1-6 Bargaining Unit**

It is recognized by the Employer that the Association of Civilian Technicians (ACT) has been designated and selected by majority of the Technicians as their representative for purposes of exclusive recognition, and pursuant to 5 USC Chapter 71, said organization is the exclusive representative of all Civilian Technicians in the bargaining unit.

INCLUDED: All wage grade and general schedule employees employed by the California Air National Guard.

EXCLUDED: Professional employees, management officials, supervisors, and employees described in 5 USC §7112 (b) (2), (3), (4), (6), and (7).

NOTE: In applying this paragraph, §7112 of 5 USC 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.

### **1-7 Application**

This agreement, to include all articles herein, is applicable to all bargaining unit technicians, whether union members or not.

### **1-8 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 herein.

## **1-9 Employee Rights IAW 5 USC Chapter 71**

1. Parties to this agreement recognize that, “each employee 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 employee shall be protected in the exercise of such right”. Nothing in this agreement shall require an employee to become or to remain a member of a Labor Organization, or to pay money to the Labor Organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions. In addition, the employee is not precluded from:

- a. Being represented by an attorney or other representative, other than the Labor Organization, of the employees own choosing; or
- b. Exercising grievance or appellate rights established by law, rule or regulation except in cases of grievance or appeal procedure, negotiated within this agreement.

2. The Labor Organization will not interfere with, restrain, or coerce any employee in the exercise of their rights under law. The Labor Organization will not coerce, discipline, fine, or attempt to coerce a member of the Labor Organization as punishment, reprisal, or for the purpose of hindering or impeding the member's work performance or productivity as an employee, or the discharge of the member's duties as an employee.

3. The Labor Organization will not discriminate against an employee 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.

## **1-10 Employee Participation**

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

## **1-11 Management Rights IAW 5 USC § 7106**

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

- a. to 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 determination with respect to contracting out, and to determine the personnel by which the agency operations shall be conducted;

3. with respect to filling positions, to make selection for appointments from (1) among properly ranked and certified candidates for promotion; or (2) any other appropriate source; and
4. to take whatever actions may be necessary to carry out the agency mission during emergencies.

2. Nothing in this section shall preclude any agency and any Labor Organization from negotiating

1. at the election of the agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;
2. procedures which management officials of the agency will observe in exercising any authority under this section; or
3. appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

### **1-12 Exclusive Representative**

1. The Labor Organization is the exclusive representative of the bargaining unit and is entitled to act for, and to negotiate agreements covering, all Technicians in the bargaining unit. The Labor Organization is responsible for representing the interests of all Technicians of the bargaining unit it represents without discrimination and without regard to Labor Organization membership. It is agreed that the Labor Organization shall be granted representation, if it so requests, on any of the following committees of similar nature, if such are established by the CA ANG units and if the function of the committee does not directly interfere with management's rights in 7106(A) (2) (a) (b):

- a. Wing Safety Meetings to include environmental or ergonomic
- b. Committees for blood donation, bond drives and charitable causes
- c. Drug and Alcohol Abuse
- d. Equal Employment Opportunity
- e. EDP and HDP Committee
- f. Flight Scheduling Meetings
- g. Daily Maintenance Meetings
- h. Wing, Group and Squadron Staff Meeting(s)

### **1-13 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 an employee in the unit by a representative, if the employee, in connection with an investigation by the Employer, reasonably believes that the examination may result in disciplinary action against the employee and if the employee requests the representation. The Employer representative must advise the employee of the right to representation prior to any examination that may result in disciplinary action.

### **1-14 Contract Enforcement**

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

### **1-15 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 employees involved.

## **ARTICLE 2- PERTINENT INFORMATION AND DIRECTIVES APPLICABLE TO THE EMPLOYER AND THE LABOR ORGANIZATION**

### **2-1 Employer Information**

The Employer agrees to provide the Labor Organization all pertinent Technician Personnel Regulations and assure that additional policies and directives of the agencies (NGB and OPM) are made available through normal distribution channels.

### **2-2 Labor Organization Information**

The Labor Organization agrees to provide the Employer with any pertinent labor/management relation's directives that they receive.

### **2-3 Technician Manning Document**

The Employer agrees to make available to the Labor Organization a copy of the applicable Technician Manning document and Full-time technician organizational Chart. The parties agree that the use of this document will be for official use only.

### **2-4 Bargaining Unit Members**

The Employer agrees to supply the Labor Organization with a current list of names and business addresses of all bargaining unit members. The Labor Organization recognizes that it is responsible for maintaining the provided information. Current lists to be provided to the Labor Organization, upon their written request to the Employer. Frequency of requests should be limited to an as needed basis.

## **Article 3- Labor Organization Representation**

### **3-1 Organization**

The Employer agrees to recognize duly designated officers and stewards of each Labor Organization. Representation will consist of union executive board members, a chief steward and various other stewards as determined by the union and the provisions of this agreement.

### **3-2 Chief Steward**

1. Pursuant to this agreement, each Labor Organization will designate its chief steward.
  - a. The Employer agrees to recognize duty designated officers and stewards of the Labor Organization. The Labor Organization may designate a temporary or alternate steward in the event two or more stewards are TDY or unavailable for a period more than fifteen (15) days. The Employer will be afforded the same notification as a regular steward. The Labor Organization assumes responsibility for designating necessary stewards to carry out their proper representation functions.
  - b. The Labor Organization shall maintain and submit to the Employer, in writing as changes occur, a complete list of all designated current Labor Organization representatives, identifying the group of employees to be represented and areas each is authorized to represent, which shall normally be the areas to which they are assigned. Unless so designated by the Labor Organization in writing, no employee will be recognized as a Labor Organization representative.
  - c. It is mutually agreed that the Labor Organization and Management will endeavor to informally settle differences at the lowest level of supervision practicable.
  - d. Representatives of the Labor Organization's national organization designated in writing may visit the unit at reasonable times for the purpose of visitations (other than representational matters). The Employer's concurrence is subject to mission requirements and the Labor Organization informing the Employer representative three (3) days in advance of:
    1. Name of visitor
    2. Labor Organization position held.
    3. General purpose of visit.
    4. Expected time of arrival and approximate duration of stay.
    5. Name of employees to be contacted. Visits will be governed by base security regulations.

2. The Labor Organization may designate a temporary steward in the event bargaining unit members are sent TDY. The steward will be selected from the members going TDY. The name of the designated temporary steward will be provided to the TDY Senior Management Official by the Labor Organization.

## **ARTICLE 4- LABOR ORGANIZATION BUSINESS OFFICE**

### **4-1 Office**

1. The Employer will provide the Labor Organization with an adequate office/area that will be the sole use of the Labor Organization that is securable.
  - a. Should management need the office space that the Union is occupying, management

agrees to give advance written notice, as soon as the need is identified, but no less than sixty (60) days in advance. Management agrees to supply a like or better office should a move be necessary. The move of the office and its contents shall be in an official time status.

- b. The office space will have the identical lighting, heating and cooling in the same manner as the rest of the building.

#### **4-2 Telephone**

The Employer will provide one phone line capable of DSN and commercial access. In addition, the Employer will authorize use of existing on-base telephone capability for the purpose of conducting labor/management business covered by this agreement. The Labor Organization agrees to bear the cost of all long distance charges. The Labor Organization agrees to comply with appropriate regulations regarding use of the telephone.

#### **4-3 Bulletin Boards**

1. The Employer agrees that the Labor Organization shall be afforded bulletin board space for the display of Labor Organization material as follows:

- a. The Employer will provide to the Labor Organization a 24" x 24" space on the bulletin boards they currently occupy. If space is not available the Employer will provide a 24" x 24" bulletin board, prominently identified as the "Labor Organization Bulletin Board" (ACT), to be placed in the same proximity. The area steward and the appropriate supervisor/building manager will agree on the location of the bulletin board. Maintenance of the bulletin board space is the sole responsibility of the Labor Organization.
- b. A directory on the LAN system intended for word documents, power point and excel spreadsheets will be provided to the Labor Organization. It will be subject to applicable rules and regulations and maintained solely by the Labor Organization.

#### **4-4 Distribution Box**

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

#### **4-5 Computers, Fax and Copy Machines, Video Display Systems and Access**

The Employer agrees to provide access to a network printer and computer that will access the LAN. The Employer agrees to maintain them in the same manner as the Employer's office equipment. The Labor Organization agrees to be responsible for all office equipment except for normal wear and tear. The equipment will be comparable to that of the Employer. The Employer agrees to allow the Labor Organization use of the existing copier equipment, printers and fax machine. Use of this equipment will be limited to labor relation issues between the parties.

#### **4-6 Furniture Use**

The Labor Organization will be afforded the opportunity to screen useable excess office equipment and furniture from all available sources and utilize equipment and furniture as needed.

#### **4-7 Union Meetings**

The Employer agrees to provide space, if available, to the Labor Organization to hold union meetings outside of regular working hours. It is understood that the Labor Organization will comply with all security rules applicable to the area and perform such housekeeping duties as necessary.

## **ARTICLE 5- PAYROLL DEDUCTION**

### **5-1 Withholding Form/Revocation Form**

The standard forms SF 1187 for dues deduction will be supplied by the Labor Organization and will be used as the authorization of payroll deduction for dues.

### **5-2 Processing**

The completed standard form, authorized by the member will be given by the Labor Organization to the Labor Relations Specialist or their designated representative (typically the Human Resources (HR) Remote Designee (RD) who will then forward to Civilian Pay Office.

- a. The standard form will be completed and certified as to the amount of withholding 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 and initialed by the individual.
- b. The standard form may be submitted at any time. The effective date for withholding will start no later than the first day of the second full pay period beginning after the submission of the form to the HR remote designee.
- c. An allotment shall be terminated when an employee leaves the bargaining unit as a result of any type of separation, transfer, or other personnel action; upon loss of exclusive recognition by the Labor Organization; when the agreement providing for dues withholding is suspended or terminated by an appropriate authority outside DOD; or when the employee has been suspended from the Labor Organization.
  1. When a technician is temporarily promoted or detailed to a position outside of the bargaining unit, the Employer agrees to automatically reinstate the due's withholding of the employee upon the employee's return to the bargaining unit.
  2. It is the individual's responsibility when temporarily assigned outside the bargaining unit to maintain dues payments, if the employee so desires, in order to protect union associated insurance, or other union benefits.
- d. Dues List: An electronic listing will be provided to the Labor Organization, of those persons from whom a payroll deduction was made. The listing will contain the name of the technicians of the Labor Organization having current dues withholding allotments on file, the amount withheld from each member's pay and a statement showing the total amount withheld. The remittance check and one copy of the listing will be forwarded to the electronic address as designated in writing by the Labor Organization.

### **5-3 Dues Revocation**

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

- a. The individual will turn the completed standard form into the Civilian Pay Office.
- b. The Civilian Pay Office 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 Civilian Pay Office to the Labor Organization within three (3) working days after receipt of the signed form from the employee.
- c. The first day of September shall be the annual dues revocation date established by this agreement. All dues revocation forms must be received by the Civilian Pay Office no later than 15 August. Dues revocation shall not become effective until the first full pay period in September'.
- d. New members shall have the option of dues revocation on the first annual anniversary date after the employee's election to participate. Dues revocation form must be submitted to the Civilian Pay Office not later than the last workday in the month preceding the employee'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 (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 agency 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 be adjusted when necessary to provide for maximum utilization of the approved official time provisions contained within this article.

### **6-2 Appropriate Uses of Official Time**

1. Official time will be granted in the following manner. The Labor Organization representatives will notify their immediate supervisor and obtain concurrence prior to leaving their assigned area. The supervisor must concur unless the mission of the section cannot be accomplished without the presence of that representative. The supervisor may delay the representative for only the length of time that the mission requires the presence of that representative. (See Article 1, § V, 1-15 for inappropriate use of official time). Official time provisions include, but shall not be limited to:

- a. Steward(s) conferring with employees and/or supervisors on grievances.
- b. Joint Labor/Management meetings will be held quarterly, on a scheduled basis to meet and confer, and when required bargain procedures on the implementation of policies which affect working conditions or for the Labor Organization to make recommendations to management. Either party, as required, may call additional meetings.
- c. Preparatory time for pre-negotiations, negotiations, appeal(s), grievances, complaints or scheduled meeting(s).

- d. Travel time to and from pre-arranged meetings with the Adjutant General or other management officials. In accordance with applicable JTR/regulations the Labor Organization representatives will receive full travel and per diem allowances when these meetings are scheduled out of the representative's immediate area.
- e. To prepare and maintain records and reports required of the union by federal agencies. To maintain financial records and books required to complete IRS reports.
- f. Union officials when representing Federal Employees by visiting, phoning and writing to elected representatives in support or opposition to desired legislation which would impact the working conditions of employees represented by ACT.
- g. Reasonable time will be allowed union officials and employees to change clothes prior to and subsequent to the situations contained in the CIVILIAN ATTIRE section below.

### **6-3 Representative Training**

The Union officials are authorized official time for training. Each official will request this official time in accordance with section 6-2 of this Article. The Labor Organization will request this leave by letter, including the agenda of the training, for approval by the Labor Relations Office.

### **6-4 Civilian Attire**

1. Labor Organization representatives are not required to wear the military uniform while performing representational functions or other Labor Organization activity related functions. These functions include but are not limited to the following:
  - a. While engaged in negotiations of any kind with agency officials.
  - b. Labor/Management meetings with agency representatives.
  - c. Labor/Management seminars in state.
  - d. Labor/Management seminars at commercial facilities sponsored or hosted by the National Office of the Association of Civilian Technicians, U.S. Department of Labor, Department of Defense, and Wage Setting Authority.
  - e. Performing representational duties on behalf of bargaining unit members, to include OSHA inspections, investigations of complaints, etc.
  - f. When representing the Labor Organization on committees, at hearings, or at third party proceedings.
  - g. Employees in the Bargaining Unit will not be required to wear the military uniform while processing a grievance at any formal step (Article 19) of the negotiated grievance procedure; or, appearing as a grievant or witness in any third-party proceeding.

### **6-5 Representative Title**

The Employer agrees to address Labor Organization representatives by their civilian title during

the period they are performing representational duties. All correspondence from management concerning labor management issues will be addressed to the Association representative with their civilian title.

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

### **7-1 Labor Organization Participation**

The Employer agrees that representatives of the Labor Organization, if requested by the Local Wage Survey Committee, through the Employer, will participate in accordance with 5 CFR 532. Time required to perform required duties will be in a duty status and civilian attire is authorized. The Labor Organization reserves the right to appoint the participants of the survey.

## **ARTICLE 8- NEW EMPLOYEE COUNSELING PROCEDURES**

### **8-1 Procedure**

The Employer will establish procedures to assure that a new employee will be counseled on all aspects of technician employment within one (1) pay period after the effective date of employment. A copy of the Labor Management Agreement will be provided to the new employee.

### **8-2 Checklist**

- a. A checklist will be used to cover all items that each new technician must be made aware of.
- b. After the employee has been counseled, the employee and the counselor will sign the checklist and a copy provided to the technician.

### **8-3 Notification**

The Labor Organization will be notified in writing of all new employees within a reasonable amount of time after hiring.

## **ARTICLE 9- HOURS OF WORK**

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

The administrative workweek is established as 0001 Sunday through 2400 Saturday with Sunday as the first day.

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

The basic workweek is established as the first forty (40) hours worked during the administrative workweek.

### **9-3 Basic Work Tour**

The basic work tour will consist of eighty (80) hours per bi-weekly pay period.

## **9-4 Standard Schedules**

1. The Employer may establish work schedules necessary to accomplish the assigned mission. The Employer retains the right to establish any other shift required, if mission requirements or special projects dictate a needed change. It is recognized that it may be necessary to establish various work hours depending on the unit mission, work areas or type of installation within the State. The Employer will establish work center hours to meet mission requirements. Changes in work center hours may be approved via a request for coordination through the Human Resources Office/Labor Relations Officer to the Adjutant General.
2. Each employee is authorized thirty (30) minutes of duty free time for a lunch break each day. The lunch periods will normally be scheduled within one hour of the midpoint of work shift. If a lunch period is not scheduled bargaining unit members will be allowed to use any thirty (30) minute period within the work shift, subject to mission requirements.
3. 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 their thirty (30) minute lunch break midpoint in the shift.
4. Management will make every effort to coordinate the workload to allow the uninterrupted lunch break. Employees scheduled to work through their normal scheduled lunch period will have the option to reschedule the lunch period. If unforeseen circumstances or mission requirements prevent an employee from taking his scheduled lunch period the employee may either earn compensatory time for that lunch period or be released thirty (30) minutes prior to the end of the scheduled shift (this is to be done by exception only and not to be common practice).

## **9-5 Alternate Work Schedules**

1. Alternate work schedules will be IAW policy established by The Adjutant General. Alternate work schedules may be implemented to meet mission requirements, achieve resource economies and improve work center effectiveness.
2. Parameters of alternative work schedules:
  - a. Success or failure of alternate work schedules is dependent on a good Employer/employee relationship and careful planning. The employee must recognize that this work schedule is a privilege that is accompanied by a degree of individual responsibility. It is not a right but a trust and the employee is expected to fulfill the commitment to account for a full day's work. Supervisors will remove those employees that cannot comply with the Adjutant General's policy.
  - b. The Adjutant General reserves the right to cancel alternative work schedules should he deem it necessary. Supervisors may deny or adjust alternative work schedules in compliance with the Adjutant General's policy.
3. Definition of Terms:
  - a. "Core Hours": Core hours is that portion of the day, excluding the approved off the clock lunch period, during which all employees must be present for work.
  - b. "Mission Requirements": Management has the authority to deny or adjust any or all tours in the event the assignment interferes with functions that must be accomplished to meet mission objectives.

- c. "Lunch Periods": Lunch periods are periods of time not on duty. Lunch periods of thirty (30) minutes will be authorized for all employees normally at the mid-point of their scheduled shift (see 9-4 4 above).
- d. "Break Periods": Break periods of 15 minutes will normally be held midway into the employee's first and second work periods. Break periods will not be authorized if the work period is less than four (4) hours.

4. Employee problems regarding alternative work schedules will be resolved at the lowest level possible. Problems that cannot be resolved at the supervisor level will be forwarded through supervisory channels for resolution.

### **9-6 Shift Assignments**

The Employer agrees that qualified senior employees (based on service computation date) will have precedence in regards to shift assignments with consideration of Article 9-7.

### **9-7 Special Shift Assignments**

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

### **9-8 Shift Change Notification**

Employees will be notified no less than two (2) weeks in advance of a shift change. Employees 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.

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

Management will not remove, without justification, an individual, who has routinely worked a shift (either by afternoons, days, rotating, etc.) from that shift unless that shift is abolished, or the shift manning requirements change.

### **9-10 Clean-Up Time**

The Employer agrees to allow a reasonable amount of time not to exceed fifteen (15) minutes immediately preceding the lunch period and at the end of each workday to permit employees engaged in work involving dirty, toxic, or hazardous substances, for personal clean-up.

### **9-11 Standby/ On-Call Status**

1. No standby at home in a non-pay status will be required of any technician. An employee will be considered on duty and time spent on standby duty shall be considered hours of work if the employee is restricted, or close there to that the employee cannot use the time effectively for their own purposes; or, the employee is restricted to their living quarters or designated post of

duty; or, has their activities substantially limited: and is required to remain in a state of readiness to perform work.

2. An employee will be considered off duty and time spent in an on-call status shall not be considered hours of work if the employee is allowed to leave a telephone number or to carry an electronic device for the purpose of being contacted, even though the employee is required to remain within a reasonable call-back radius; or the employee is allowed to make arrangements such that any work which may arise during the on-call period will be performed by another employee.

3. Employees placed on standby/on-call will be identified by name prior to the time period assigned.

4. Any employee required to report back to duty during non-duty hours shall be compensated a minimum of two hours compensatory time to include travel.

### **9-12 Break Time**

Based on criteria below, short rest periods may be granted each work day.

1. Protection of technician's health by relief from hazardous work or that requires continual and/or considerable physical exertion.

2. Working in confined spaces or in areas where normal personal activities are restricted.

3. Every employee shall be afforded the opportunity for a scheduled fifteen (15) minute break during each four-hour work period. Unforeseen circumstances may cause the break to be rescheduled. The scheduled rest period may not be a continuation of the lunch period and is provided for:

a. Reduction of accident potential by elimination of fatigue.

b. Increase in, or maintenance of, high quality and/or quantity production traceable to the rest period.

4. Rest period granted in accordance with these provisions are included in the daily tour of duty. Rest periods other than those provided herein may not be considered as part of the daily tour of duty; such periods must be charged to the appropriate type of leave.

### **9-13 Premium Pay**

All shift, holiday and Sunday premium pay will be paid as authorized by law, regulation or CFR.

### **9-14 Excused Absences**

Reference Article 16

## **ARTICLE 10- POSITION DESCRIPTION**

### **10-1 Position Description**

1. Position descriptions will be an accurate listing of the major duties that are required by the Employer to be performed by the affected technician(s). When a new or revised Position

Description (PD) is implemented, the Labor Organization and the affected technician(s) will receive a copy.

2. An employee may request his supervisor, in writing, to initiate action to ensure that a request is forwarded through channels to the HRO for a review of his duties and PD or pay grade for content, title and level when he believes that the duties and responsibilities of the PD are not in agreement with the duties assigned and performed.

3. The employee may obtain information relative to classification appeals and the regulatory procedures to be followed from the HRO. The Employer assures the employees of the right to appeal the correctness of the position classification without restraint, prejudice or reprisal.

### **10-2 Other Duties as Assigned**

The term “other duties as assigned” as part of the position description is defined to mean, reasonably related duties to the job/position, and should be of the same level and classification that the individual is currently graded. This does not preclude management from assigning additional, though unrelated, duties. If unrelated duties are assigned on a routine basis, the PD must be amended to include such duties. Work assignments shall not be in violation of prohibited personnel practices or any relevant law, rule, regulation or this agreement. If the additional duty requires the use of products and/or equipment that is not normally used by the technician then the employee will receive the required training and/or certification prior to using the products and/or equipment.

### **10-3 Additional Duties**

1. It is acknowledged that there are vacancies that exist from time to time that are not or cannot be filled. These duties must be equitably distributed among the remaining work force within the area of concern on a fair and equitable basis. To the extent possible the Employer agrees to fill all technician vacancies that may impact on bargaining unit members rather than use additional duties. Additional, significant, duties in excess of five (5) consecutive days will be annotated on the employee’s 904-1 upon request

2. 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 bodily injury, health hazards or discrimination against any employee or group of employees.

3. Bargaining unit members will be compensated when assigned to perform supervisory duties as defined by applicable government regulations and 5 USC, 7103, (10). (See 11-4 below)

## **ARTICLE 11 - DETAILING OF TECHNICIANS**

### **11-1 Definition**

1. A detail is an official personnel action temporarily assigning a 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. Details are not to exceed 120 days to higher graded positions.

2. Details are intended to meet temporary emergency workload situations, absences of employees, pending authorization and classification of new positions or other types of

operational manpower needs that cannot be met by normal personnel placement.

## **11-2 Procedure**

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

1. Qualified volunteers for details will be sought and accepted before non-volunteers are assigned.
2. When an inadequate number of qualified employees volunteer for a detail, the Employer agrees to rotate the assignment among the qualified individuals in the area of concern.
3. To the extent possible the Employer agrees to fill all technician position vacancies that may impact on bargaining unit members rather than use details.
4. It is recognized that there may be isolated instances when management cannot apply these procedures. In those instances and prior to the beginning of the detail, management agrees to explain the circumstances to the selected non-volunteers. If requested, management will provide the explanation in writing.

## **11-3 Recording Of Details**

Official details will be recorded on SF Form 52 at the time the action occurs and maintained as a permanent record in the employee's Official Personnel File (OPF). The union will be given prior written notice of the start and end date of the detail.

## **11-4 Temporary Promotion**

1. A temporary promotion is the most appropriate means of meeting a situation requiring the temporary service of a technician in a higher graded position. Promoting a technician recognizes the increased responsibility and properly compensates them for the work being performed. An employee selected for a temporary promotion must be informed in advance of the promotion and the circumstances that make it a temporary promotion.
2. When the Employer requires the duties of a higher grade position, or one with known promotion potential within the bargaining unit, to be performed for greater than thirty (30) days, the assignment will become a temporary promotion, and the employee will be compensated at the higher rate of pay.
3. A temporary promotion is not appropriate, however, for training or evaluation of an employee for a higher-graded position. It may not be used to give an employee a trial period before a permanent promotion or to decide among candidates for a permanent promotion or to train an employee in a higher-graded position.
4. A SF 52 will be submitted no later than the first working day of the temporary promotion and approved in accordance with applicable government regulations. If the temporary promotion is to last for a period of one hundred and twenty (120) days or longer the Merit Promotion Article procedures will apply

## **11-5 Career Enhancement**

Management recognizes that assignments to higher-graded positions, duties, and/or training may ultimately lead to new or better job opportunities. Merit promotion procedures (See Article 17) will apply to all situations when management officials are to consider assigning an employee(s) to duties where the successful completion of the assignment would provide tangible benefits in the career track decisions and/or financial situation of the selected employee. Situations include but are not limited to:

1. Appointment as an understudy.
2. Detail of technicians for which no position (funding) is available but it can be anticipated that a full-time position will be forthcoming in the future.
3. Special training opportunities that may lead to improved chances for full-time employment advancement.
4. Participation in a government “intern” or “fellowship” program.

### **11-6 Technician Reassignments**

All avenues must be explored prior to technician reassignments. i.e. job announcements. There must be a valid reason for management directed reassignments. In addition to regulatory requirements (TPR 715) the Labor Organization will be afforded the right to bargain the impact and implementation of the reassignment.

### **11-7 Military Operations on Normal Work Days**

If the Employer determines that military status is not required, technicians may be afforded the opportunity to remain in technician status.

## **ARTICLE 12 - JOB PERFORMANCE STANDARDS AND PERFORMANCE RATING**

### **12-1 Introduction**

The Employer and the Labor Organization recognize the vital nature of the performance evaluation process. The effectiveness of the performance evaluation system is a combined responsibility of each permanent employee and their supervisor. Performance plans shall support and align with the position descriptions, and its strategic goals, organizational program and policy objectives. Performance standards shall be reasonably related to the duties of the position description.

### **12-2 Appraisal Period**

1. The appraisal period is on an annual basis with the appraisal year; normally July 1 through June 30 each year.
2. A minimum of 120 days supervision is required before an appraisal can be rendered.
3. Technicians will receive an appraisal under their old job standard when transferring jobs, at the time of the transfer, provided a minimum of 120 days has elapsed since the previous appraisal.
4. When a major change (a change in any critical element) to the job standard occurs within 120

days before the anniversary date, the technician appraisal will be based on the old standard.

5. A close out performance appraisal will be rendered when there is a change in the immediate supervisor provided that there are a minimum of 120 days since the last appraisal.

6. Closeout assessment for an employee that was prepared during the most recent appraisal period shall be available for review by the following:

- a. the employee;
- b. the employee's supervisor (or rater, if different); and
- c. responsible reviewing official.

### **12-3 Performance Plan**

1. Every eligible employee shall be issued a performance plan containing the employee's critical elements and performance standards. Performance plans shall be documented utilizing the Performance Appraisal Application tools. Performance plans shall be in place and communicated to the employee normally within 30 days from the start of the rating cycle, entrance on duty of a new employee, or employee job change. The 30-day requirement may be extended up to an additional 60 days. Such extension shall not impact or delay the issuance of a yearly appraisal.

2. Higher-Level Review of Performance Plans: The performance plan is subject to higher-level review to ensure consistency and fairness within and across organizations. The performance plan is considered to be approved after higher-level review and the supervisor has communicated the plan to the employee in writing. The supervisor shall record the employee's receipt of the performance plan and the manner in which it was provided (face-to-face, telephone, etc.) to the employee on the official NGB Form 430 performance appraisal form,

3. Critical Elements.

Each eligible employee shall have their work assignments or responsibilities described in their performance plan as a critical element. Supervisors and employees are responsible in the development of the employee's critical elements. Normally, this process will include at least one face-to-face discussion between supervisors and employees. When a supervisor and technician cannot agree on critical job elements and performance indicators the reviewer (that individual available within the supervisory chain of command) participating with the appraiser will attempt to resolve any disagreement.

The employee has the right to grieve at any time during the evaluation cycle the content of a performance standard which:

- a. Fails to incorporate law, rule, or regulation.
- b. Does not correspond to the position description.
- c. Fails to accurately reflect the actual duties performed.

4. Each eligible employee shall be assigned at least two and generally three to five critical elements. While each employee may have up to a maximum of ten "critical elements", best practice is to assign three to five critical elements. These critical elements shall be commensurate with duties and responsibilities assigned to the employee and the salary paid to that employee.

Critical elements may be weighted to reflect relative priority of the elements included in the performance plan. No critical element may be weighted less than 10 percent. Weighted critical elements must total 100 percent. If critical elements are not weighted they are considered all equal.

#### **12-4 Appraisals of Union Officials**

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

#### **12-5 Developing and Communicating Performance Plans**

Communication between supervisors and employees is critical to the success of the performance management program. Performance expectations and year-to-date progress should be the subject of several discussions throughout the year between supervisors and employees. At least one documented interim review is required.

- a. Performance deficiencies:  
Managers and supervisors are required to provide proactive assistance to non-probationary employees who are performing at or below the Level 2, Marginal rating. Assistance may be provided at any time during the appraisal period that performance is determined to be at or below the Level 2 rating in one or more critical elements.
- b. Performance improvement Plan Requirements:  
A PIP must document instances of unacceptable performance and state specifically what must be accomplished to perform at or above the Level 3 (Satisfactory) rating.

### **ARTICLE 13 - TEMPORARY DUTY ASSIGNMENT**

#### **13-1 General**

A Temporary Duty Assignment (TDY) will be announced as soon as information on the assignment is available, and as far in advance of the deployment as possible. Selection of employees for temporary duty assignments will be based upon official necessity and qualifications of the individual to best perform the mission required without regard to sex, race, religion or national origin. So far as necessary in the full performance of their position duties, employees are responsible for responding to temporary duty assignments in the same manner as to duties at their permanent duty station. The Employer agrees to ensure that problems created by TDY assignments will have a minimal impact on any individual technician. Information on the assignment will be made known on a continuing basis to the affected technicians, as it becomes available.

#### **13-2 Steward**

1. The Labor Organization will be informed of the deployment requirements and kept updated. A steward may be appointed by the Labor Organization in accordance with Article 3-2. For the period of the TDY, that steward will be the Labor Organization point of contact.
2. While TDY, the steward may be provided a secure, sole-use office area in the spirit of Article 4-1 of this agreement to satisfy the purposes of Article 6-2. The Employer agrees to make every reasonable effort to provide this working space within the work area assigned to the unit at the

TDY location. If adequate and suitable space in this regard is not available then the Employer agrees, when possible, that the steward will be billeted in a single occupancy room to achieve these ends. In the latter case the Labor Organization understands that the room assigned will function as the steward's lodging as well as a temporary union business office.

3. When circumstances arise requiring a short notice or no notice requirement for technician deployment the provisions in this section will be handled between local unit representatives on a case by case basis.

### **13-3 Assignment of Qualified Technicians**

Management will determine what qualifications are required based on the mission requirements and safety concerns of a particular TDY assignment. Individuals selected for any TDY assignment are expected to possess all the qualifications required to perform the full range of duties required for the assignment. The Employer agrees that all unit members that possess the necessary qualifications for the assignment will be allowed to volunteer. The most qualified volunteers for a TDY will be sought and accepted before non-volunteers are assigned. When no qualified volunteers or an inadequate number of qualified volunteers are available management will make the selection(s) based on mission requirements, safety of personnel, and the protection of the public property.

### **13-4 Status**

If, preference of status is available, required leave status will be in accordance with law, rule or regulation and Article 16, of this agreement.

### **13-5 TDY Authorizations**

Travel authorizations will specify civilian wage/grade when traveling in technician status so that quarters and other travel requirements can be complied with in accordance with the Joint Travel Regulations Vol. II. Travel authorizations will be provided to members within ten working days of member's submittal of travel request.

### **13-6 Mode of Transportation**

1. Employees will use the mode of transportation administratively authorized on travel authorizations as most advantages to the Government. Any additional cost or time resulting from use of a mode of transportation other than specifically authorized will be the employee's responsibility. Travel by privately owned conveyance may be authorized when employees are engaged on official business. Travel by privately owned conveyance will not be directed but may be authorized at the Employer's discretion. When an employee uses a privately owned conveyance as a matter of personal preference while traveling, reimbursement will be in accordance with applicable regulations and JTR. Compensatory time gained will not exceed that of which is granted to employee's traveling by government conveyance.

2. Any person traveling by a mode of transportation other than the authorized means shall be paid only for the constructive cost of the mode that would have been provided by the transportation office including constructive per diem for travel by that mode. When the actual Privately Owned Vehicle (POV) costs are less than the constructive costs reimbursement will be in the amount of the actual costs. All other time used will be in an authorized leave status. An employee with medical documentation shall not be required to travel by aircraft and may use other methods of transportation.

3. The number of vehicles provided by the Employer to be used while on travel authorization for basic transportation will be determined by providing one four passenger vehicle per four technicians. The use of multi-passenger vehicles (6 passenger vans, buses and SUV's) will be loaded in accordance with the vehicle manufacturer recommendations and applicable State and Federal Regulations.

### **13-7 Travel Vouchers**

The employee will submit a travel claim when travel is completed. The voucher should be submitted within five (5) workdays after completion of travel. The filing of travel vouchers and time spent obtaining per diem/travel arrangements may be accomplished while on duty status. A trained individual will be available to advise/assist the technician with such vouchers during normal duty hours. Reimbursement of travel expenses will be received within thirty days of submission of the voucher.

### **13-8 Travel Advances**

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

### **13-9 Work Schedules**

A proposed work schedule and schedule of events for the TDY will be provided to the member a minimum of one pay- period in advance when the information is available. Employee work schedules will reflect known work requirements of the TDY.

### **13-10 Working Conditions**

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

### **13-11 Compensatory Time**

1. Time spent traveling (but not other time in travel status) away from the permanent duty station is "hours worked" when it cuts across the employee's workday. The time is not only "hours worked" on regular workdays during normal working hours but also during the corresponding hours on non-workdays. For example, if any employee regularly works from 0800 to 1630 from Monday through Friday, the time spent traveling during these hours is "hours worked" and the time spent traveling during corresponding hours on non-workdays (Saturday, Sunday and holidays) is also "hours worked" and the employee will receive compensatory time for these periods. Travel performed prior to 0800 and after 1630 would not be considered as "hours worked". Compensatory time will be granted for time spent in a travel status, which is outside of scheduled duty hours on the scheduled workday.

2. When management is unable to schedule or control the administration of work or assignment, any technician required to work, "standby", or travel on other than normal duty hours will be

paid or receive hour for hour compensatory time in accordance with applicable law rule regulation.

3. When practical, travel will normally be arranged within the employees scheduled hours of work.

### **13-12 Home Station Workload**

The Employer acknowledges that a TDY may create additional workloads for technicians who remain at home station. Every effort will be made to keep workloads and special details to a minimum.

### **13-13 Prudence in Travel/Orders**

An employee on TDY will exercise the same care in incurring expenses and accomplishing a mission that a prudent person would exercise if traveling on personal business. Excess costs, circuitous routes, delays or luxury accommodations unnecessary or unjustified in the performance of a mission are not considered acceptable as exercising prudence. Employees will be responsible for excess costs and any additional expenses incurred for personal preference or convenience.

### **13-14 Quarters While TDY**

Accommodations for the technicians on technician status on TDY will be based on the current published standards for civilian government employees. If suitable quarters are not available the installation billeting office is responsible to provide a certificate of non-availability. Where adequate government quarters are not available, the Employer is responsible to provide transportation between the duty station and the quarters when required for the accomplishment of the mission.

## **ARTICLE 14- HAZARDOUS DUTY AND ENVIRONMENTAL DIFFERENTIAL PAY**

### **14-1 Purpose**

The purpose of this article is to define the situations under which Hazardous Duty (HDP) and Environmental Differential Pay (EDP) will be paid to employees. Specific procedures and guidelines are established in 5 CFR Part 532.511 and 550.905. These procedures will be followed in establishing and paying of EDP/HDP.

### **14-2 Coverage**

In concert with CNG FPR 550 and this article all California Air National Guard Technicians employed on a full-time, part-time, indefinite, temporary or intermittent basis may be entitled to HDP/EDP.

- a. HDP applies only to General Schedule employees.
- b. EDP applies only to Wage Grade employees.
- c. HDP applies only to General Schedule (GS) technicians while in pay status.  
Compensatory time worked is not a paid status for this purpose. HDP will be paid only

for duties that qualify in accordance with a list of situations published by the Office of Personnel Management (OPM). It has been determined by the National Guard Bureau that there are no situations for which a GS technician would be entitled to HDP at the present time. However, if it is determined that a GS employee performs hazardous duties the employee will be paid the differential pay.

### **14-3 Policy**

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

1. The existence of HDP and EDP differential is not intended to condone work practices, which may circumvent federal safety laws, rules or regulations. However, when the Employer is unable to “practically eliminate” the unusually severe nature of the hazard, physical hardships, or working conditions an environmental differential may be authorized.
2. When potential hazard or actual discomforts are identified in a work assignment, first consideration will be given to the protection of the employee. Protective measures, which reduce the hazard to the employee and relieve his discomfort, will be made available and the application of these measures enforced. The payment of HDP and EDP is a measure, which admits that no available means can reasonably be employed to adequately or where appropriate, practically eliminate the hazard or discomfort to reasonably tolerable levels.

### **14-4 Labor-Management EDP/HDP Committee**

1. The parties agree to participate in a joint committee to establish, administer, and review the EDP/HDP program IAW CNGFPR 550.
2. Upon implementation and through the term of this agreement the committee will meet as necessary to administer any aspect of the EDP/HDP program. The committee will establish procedures that apply to EDP/HDP situations that are currently in place, new situations that may require reassessment and problems faced by the work force in processing EDP/HDP requests and claims. Decisions regarding HDP situations will be coordinated with HRO. When new qualifying situations arise Labor Organization will work with management to contact HRO to establish an EDP/HDP committee review.
3. Upon receipt of HDP/EDP situation requests, the Committee shall meet within fifteen (15) work days for the purpose of evaluating the request. For requests not addressed by this article or the CFR, equal representatives of the Employer and from the Labor Organization shall evaluate the situation and determine if the situation meets the requirements of the CFR for approval. When a situation is approved, it will be distributed to the work force.
4. Nothing shall preclude negotiations through the collective bargaining process to: determine coverage of additional local situations under the appropriate application of Appendix A of the CFR. To determine if a local work situation is covered under an approved category, even though the work situations may not be described under a specific illustrative example), or to determine additional categories that are suitable for referral to OPM for a new environmental differential category or a different percentage differential for an existing category.

## **14-5 Responsibilities**

1. Technicians: Each employee is required to work within the dictates of sound safety and occupational health practices and procedures, which are under his/her control. In those instances where the application of these practices and procedures cannot eliminate a hazardous situation, the employee must take positive steps to report the situation, and if appropriate, initiate a request to establish an HDP/EDP situation. Recommendations will be forwarded to the EDP/HDP Committee.

2. Supervisors: All supervisors and managers will ensure that safety practices and acceptable work procedures are followed. In those instances where the application of these practices and procedures cannot be avoided or “practically eliminated”, a request to establish an EDP/HDP situation must be prepared. The supervisor will examine the situation and provide his/her recommendation. Supervisors and managers do not have the authority to approve or disapprove a request to establish an HDP/EDP situation. That situation will be forwarded to the EDP/HDP Committee for resolution.

3. Human Resource Office: The HRO is responsible for the management of the HDP/EDP programs. The HRO shall review and disseminate all appropriate guidance from the Office of Personnel Management (OPM) and the National Guard Bureau as may relate to this article.

## **14-6 Hazardous Duty Pay (HDP)**

This section provides details necessary to implement the HDP authorization in the California Air National Guard, as authorized by Title 5, United States Code and Federal and State OSHA regulations.

1. Coverage: This article establishes a schedule of pay differentials for irregular or intermittent duty involving unusual physical hardship or hazard. The law applies to GS employees serving in a full-time, part-time or intermittent position. In order for an individual to be eligible for HDP, he/she must be performing hazardous duties or duties involving physical hardship. The situations authorized for HDP are contained in Appendix A of 5 CFR, part 550.905.

2. Definitions:

- a. Hazard pay differential: means additional pay for performance of hazardous duty or duty involving physical hardship.
- b. Hazardous duty means duty performed under circumstances in which a accident could result in a serious injury or death, such as duty performed on a high structure where protective facilities are not used or on an open structure where adverse conditions such as darkness, lighting, steady rain, or high wind velocity exist.
- c. Duty involving physical hardship means duty that may not in itself be hazardous, but causes extreme physical discomfort or distress and is not adequately alleviated by protective or mechanical devices, such as:
  1. Duty involving exposure to extreme temperatures for a long period of time.
  2. Duty involving arduous physical exertion, or exposure to fumes, dusts, or noise that causes nausea, skin, eye, ear or nose irritation.

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

- a. There is an approved HDP situation.
- b. The appropriate supervisor has processed the required documentation to civilian pay.

4. Payment of HDP:

- a. Hazardous pay differentials may not exceed an amount equal to 25 percent of the rate of base pay applicable to the employee. Hazard pay is in addition to any additional pay or allowances to which the employee is entitled. It shall not, however, be used to compute any additional pay or allowances payable under another statute or law. If a technician is being paid at a retained rate, that rate is his rate of base pay for the purposes of computing HDP.
- b. When an employee performs duty for which hazard pay is authorized, they will be entitled to hazard differential pay for the hours in a pay status on the day in which the duty was performed. Hours in a pay status for work performed during a continuous period extending over two days shall be considered to have been performed on the day on which the work began and allowable hazardous pay shall be charged to that day.
- c. Payment of hazardous pay is authorized for employees only while they are in a pay status.
- d. Payment of the HDP shall be made to the employee not later than the second pay period after the actual exposure takes place.

5. Termination of HDP:

The Employer shall discontinue payment of HDP to an employee when:

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

#### **14-7 Environmental Differential Pay (EDP)**

This section provides the details necessary to implement an Environmental Differential Pay program for Wage Board employees as authorized by 5 CFR, Chapter 1, § 532.511.

1. Basis for EDP: Environmental Differentials are paid for those work situations in which the employee is exposed to a potentially severe hazard which has a real probability of occurrence and for which no adequate precautions or protective facilities are possible to “minimize or

practically eliminate” physical injury, illness or death to the employee should the potential of the situation actualize. The hazard must involve a real threat with no effective measures available to adequately alleviate the employee from attendant discomforts or threat of injury. If no effective measures are available to protect the employee from the effects of the work environment, appropriate compensation through EDP must be provided.

2. Payment for EDP situations: An environmental differential is paid to a wage grade employee who is exposed to a hazard, physical hardship, or working condition of an unusually severe nature. A schedule of environmental differentials is contained in Appendix A, 5 CFR, part 532, subpart E.

- a. An employee who is subjected at the same time to more than one hazard, shall be paid for that exposure which results in the highest differential, and shall not be paid for more than one differential for the same hours worked.
- b. Environmental differential pay is authorized only when employees are in a pay status. Overtime, which is worked for compensatory time off, is not considered as a pay status for the purpose of receiving EDP.
- c. Payment of EDP shall be made to the employee as soon as possible after the actual exposure takes place.

3. Establishment of EDP:

- a. Changes to categories indicated in the approved situations will be effected as changes occur in the CFR. Recommendations for changes to the approved situations will be processed IAW section 14-4. Any submission under this section must include,
  1. The nature of the exposure so as to clearly show the hazard, physical hardship or working condition for which compensation is being requested.
  2. The degree to which the employee is exposed to the hazard and the period of time during which the exposure is expected to exist.
- b. The degree to which control may be exercised over the physical hardship, hazard, or working condition of an unusually severe nature. The request shall also include the rate of environmental differential recommendation to be established.
- c. Recommendations to establish new situations or to change existing situations must address the conditions indicated above and must be submitted using the appropriate form.

4. When EDP is paid:

- a. An employee entitled to environmental differential pay shall be paid an amount equal to the percentage rate authorized by OPM for the category in which the hazard or working condition falls, multiplied by the rate for the second step of a WG-10 on the current regular non-supervisory wage schedule for the wage area for which the differential is payable, counting one-half cent and over as a whole cent.
- b. When an employee is entitled to EDP, which is paid on an actual exposure basis, they shall be paid a minimum of one (1) hour differential pay for the exposure. For exposure beyond one (1) hour, the employee shall be paid in increments of one-quarter (1/4) hour for each fifteen (15) minutes or portion thereof in excess of fifteen minutes; e.g., if an

employee is exposed for one (1) hour and six (6) minutes, they will receive EDP for one (1) hour and fifteen (15) minutes.

- c. An employee entitled to an EDP on the basis of hours in a pay status shall be paid for all hours in a pay status on the day on which they were exposed to the situation.
- d. An employee 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 number of hours an employee is paid EDP shall not exceed the number of hours of duty performed by the employee on the day of exposure except as required by paragraph (2) (c) of this section.

#### **14-8 Documentation for EDP/HDP Exposure**

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

- a. Enter name, SSN, unit, and location of the employee concerned.
- b. 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.

2. 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 January 1998; 1300-1525 hours; 2 hours and 25 minutes).

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

4. A summary of EDP hours will be completed by the supporting payroll office.

#### **14-9 EDP Requests**

All requests will be handled in an expedient manner.

#### **14-10 EDP/HDP in Effect**

All differentials presently paid will remain in effect for the duration of this agreement, or until it is agreed by the parties that the hazard has been “practically eliminated”.

### **ARTICLE 15- HEALTH, SAFETY, AND WELFARE**

#### **15-1 General**

The Employer and the Labor Organization will exert every reasonable effort to provide and

maintain a work environment conducive to the safety and well being of employees. Rules, laws and regulations related to safety shall be available to all employees and departments and will be adhered to. It is acknowledged that certain tasks necessarily performed involve a varying degree of hazard. The types of employees normally assigned to perform hazardous tasks will be those who have received appropriate briefings, instructions, training, or schooling pertinent to the hazardous task to be performed. The Employer will provide appropriate safety and health training and certification for employees. The method and means of performing hazardous tasks will be those that incorporate immediately available safety precautions and devices.

### **15-2 Wing Safety Meeting**

1. The Wing Safety Committee has been established to provide a forum for discussion of OSH problems and to make recommendations to the Commander on OSH related matters.
2. The council will meet at least quarterly to discuss OSH problems and to resolve Hazard Reports, AF Form 457, that are not resolved at a lower level.
3. The Labor Organization will be notified of the council agenda items.
4. Labor Organization Representatives will be present during discussions of employee orientated or Labor Organization submitted Hazard Reports.

### **15-3 Workers Compensation**

Employees shall immediately report job connected injuries or illness to their supervisor. The supervisor will ensure proper procedures are followed and that all the necessary documents are complete. When the employee is incapacitated and unable to notify the supervisor of injury or illness, it will be management'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 employee and if necessary ensure all required procedures are accomplished. In the event of a worker's compensation claim, HRO will advise the employee as to their entitlements and obligations in accordance with Technician Personnel Regulation (TPR) 800.810, the Federal Employees' Compensation ACT (FECA) and TAAI03-05 dated TBD

### **15-4 Extreme Cold**

The Employer and the Labor Organization mutually recognize the hazards of working in extremely cold temperatures, while at the same time, acknowledge the necessity for accomplishing certain tasks to varying extent even in the most extreme temperatures. It is acknowledged that it is the responsibility of each employee to ensure the adequacy of cold weather gear worn and to make full and proper use of all such protective equipment prior to venturing out into extreme temperatures. The Employer at no cost to the employees will furnish authorized foul/cold weather protective gear.

### **15-5 Extreme Heat**

The Employer and the Labor Organization mutually recognize the hazards of working in extremely hot temperatures, while at the same time acknowledge the necessity for accomplishing certain tasks to varying degree even in the most extreme temperatures. Management acknowledges that there are certain heat factors beyond which employees are incapable of performing sustained work.

The wet bulb or other approved method of determining exposure to extreme heat will be used by the Employer. Additionally, the test will be taken on the aircraft parking ramp at a site representing the most extreme heat stress area.

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

**HEAT STRESS CONDITIONS AND WORK/REST CYCLES WORKLOADS WBGT INDEX**

<b>WORKLOADS</b>	<b>WBGT INDEX</b>	<b>WORK/REST (MIN)</b>
LIGHT	86-87	45/15
	88-89	30/30
	90-91	15/45
MEDIUM	81-82	45/15
	83-85	30/30
	86-88	15/45
HEAVY	78-82	30/30
	83-86	15/45
	87-90	10/50

**15-6 TDY Safety**

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

**15-7 Safety Glasses and Protective Clothing**

1. The Employer will furnish at no cost to the technicians, safety eyeglasses to include prescription lenses to technicians who are required by medical prescription to wear glasses, upon furnishing a request and justification and upon approval of the base safety officer. The technician 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 technician. The individual may select either plain or tinted lenses.
2. All protective clothing and equipment authorized by applicable regulations and Table of Allowance (TA)'s will be provided by the Employer at no cost to the technician.

**15-8 Hazardous Material Communication Training**

1. Hazardous material information and training will be made available through Federal Hazard Communication Training Program IAW current law, rule or regulation.
2. In addition, all personnel will receive shop-specific Hazard Communication training detailing the hazards associated with chemicals used in their respective shops. Employees 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 should be conducted upon initial work area assignment and whenever a new hazard is identified or introduced into a work area. This initial training should occur before employees are exposed to hazardous materials.
3. All training will be properly documented to ensure completion of required training.

4. Material Safety Data Sheets (MSDS) will be available to all supervisors, all employees exposed to any chemical hazard, and the employee representative. The MSDS will be on file in a known location and accessible to all the above individuals.

### **15-9 Safety Survey**

A Labor Organization representative shall be given, on official time, the right to be present during any safety survey, conducted by any agency or persons contracted by the Employer to conduct the surveys. (i.e. wet bulb measurements)

### **15-10 Hazard Reporting**

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

2. Reportable hazards include, but are not limited to, unsafe procedures, practices, or conditions in the following areas:

- a. Ground operation and maintenance of aircraft.
- b. Ground operation and maintenance of vehicles.
- c. Operation and maintenance of facilities.
- d. Training and education programs.
- e. Work environment.

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

4. The Safety Office will review and evaluate the report IAW all applicable directives.

5. If after review and processing of the report by the Safety Office, the originator is not satisfied; he files a grievance IAW with Article 19 of this agreement.

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

6. The term “imminent danger” means a condition or practice in any work place which could reasonably be expected to cause death or serious physical harm (a risk of injury of any sort is not sufficient) immediately or before there is sufficient time for such danger to be eliminated through normal procedures.

- a. In the case of imminent danger situations, employees shall make reports by the most expeditious means available.

- b. The employee has the right to decline to perform assigned tasks because of a reasonable belief that, under the circumstances, the tasks pose an imminent risk of death or serious bodily harm, coupled with a reasonable belief that there is insufficient time to effectively seek corrective action through hazard reporting and abatement procedures. In these instances, the employee must report the situation to his supervisor or the next immediately available higher-level supervisor.
- c. If the supervisor believes the condition or corrected condition does pose an immediate danger, then management shall request an inspection by the Safety Office as well as contact the Labor Organization, who shall be afforded the opportunity to be present at the time the inspection is made.
- d. Should the Safety Office decide the condition does not pose an immediate danger or if the supervisor gives the instruction to return to work, with or without attempted corrective action, the employee must choose between:
  - 1. Setting aside his or her concerns and perform the work or;
  - 2. Refuse the order and risk disciplinary action, for example, insubordination.
- e. Continued refusal by the employee at this point would be justified if it can be shown that there was a reasonable basis for the employee to believe that imminent danger was present.

### **15-11 Physical Fitness**

- 1. Civilian 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. If an employee is in a weight control program then management will do whatever is practical to ensure the employee can actively participate in the three (3) hours a week physical fitness program.
- 2. Employee's that smoke and chew tobacco products should be counseled on the dangers of tobacco usage to themselves, their co-workers, and their families. Frequent smoke breaks should be discouraged and taken only as a break as established by Article 9, section 12 of this contract. Voluntary participation in smoking secession programs should be encouraged. Designated smoking areas must be away from eating areas, entrances and exits from buildings, and smoking areas must conform to the local smoking regulations.

## **ARTICLE 16- LEAVE**

### **16-1 General**

The provisions of current agency regulations establish the basic leave policies for technicians of the California Air National Guard. The Employer will make no changes to any provision of its leave policies without first consulting and negotiating with the Labor Organization. The provisions of this regulation are subject to this negotiated agreement.

### **16-2 Annual Leave**

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

2. Each employee will be allowed to schedule/use annual leave in the amount up to their current leave balance. The Employer will make every reasonable effort to honor the leave requests for the employees. The only basis for refusal of annual leave is mission accomplishment. In situations where there are more employees requesting leave for a particular period than can be approved due to mission requirements, the technician(s) with the greatest amount of seniority (SCD) will be given preference.
3. The supervisor will normally approve or disapprove the request with-in five work days of receipt of the request. If disapproved, the supervisor must state the reason on OPM 71 and initiate action to reschedule leave.
4. The supervisor agrees not to cancel previously approved leave except for reasons clearly essential to mission accomplishment. If a supervisor cancels a previously approved leave request, they will notify the effected employee, in writing, when requested. Disapproved leave may be appealed to the Air/Detachment Commander through the chain of command.
5. Unscheduled annual leave. The employee 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. In situations where the employee finds it impossible to contact the supervisor a two-hour grace period is in effect whereby no disciplinary action may be considered unless circumstances warrant; however leave may be charged for the time away from work. Notification that does not meet the two-hour criteria will be dealt with on a case-by-case basis. The supervisor may request documentation to substantiate an emergency.
6. Annual leave may be charged to an employee's account in as small as one-quarter hour (15 min) increments.
7. A maximum of 240 hours of accumulated leave may be carried forward to the new leave year without forfeiture. Individual requests for carryover of annual leave in excess of 240 hours will be accomplished in accordance with current agency regulation Supervisory recommendations to do so must be in writing and forwarded to the HRO 30 days prior to the end of the current leave year.
8. Employees who are dissatisfied with the administration of their leave may have the matter resolved under the grievance procedure established in this agreement.

### **16-3 Leave Transfer**

The leave transfer program is a program to donate leave, to the extent allowable by law, to another employee's leave account for use by other federal employees for medical or personal emergencies. When need arises, this program will be implemented in accordance with applicable regulations current at the time the need exists. Changes to implementing instructions will be impact bargained.

### **16-4 Sick Leave**

1. Sick leave will be authorized only in bona fide cases and may be granted orally. It is the responsibility of the supervisor to ascertain whether absences are properly chargeable to sick leave. Medical certificates may be required under the following conditions:
  - a. For absence in excess of three (3) workdays.

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

2. 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.

3. Sick leave for family care will be in accordance with the Family Friendly Leave Act (FFLA), Public Law 103-388, and 5 CFR 630.401, (a).

### **16-5 Compensatory Time**

1. Overtime pay is not authorized for National Guard Technicians. Compensatory time will be given to technicians on an hour for hour basis, for the amount of time spent by them in overtime work in excess of their scheduled tour of duty, in accordance with applicable regulations. In the event a technician is called back, a minimum of two hours will be considered standard.

2. Employees will be selected for overtime work on a fair and equitable basis consistent with job and skill requirements. Factors which will be considered include: the nature of the work, the need for special skills, the priority of productive or support effort, and the numbers of employees required. A requirement for overtime work will be announced as far in advance as possible.

3. Management should make every effort to seek volunteers prior to mandating that an Employee performs overtime work. In the event there are insufficient employee volunteers willing to perform overtime work, management has the authority to direct an employee to work overtime to meet the Employer's mission requirements. Management shall provide affected employees five calendar days notice prior to scheduled involuntary compensatory time.

4. Supervisors will also take into consideration any personal hardships that the overtime work may cause the affected employee(s) and will make every effort to accommodate said hardships. These include issues such as child care, school, transportation to and from the workplace (especially if an employee participates in car-pooling), and distance from the employee's home of record.

5. Compensatory time may be used for performance of inactive or active duty training instead of annual leave or leave without pay. Technicians retiring or resigning must use accrued compensatory time prior to termination. Lump-sum payment for unused compensatory time is not authorized.

6. 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. The compensatory time will be forfeited at the end of the twenty-sixth pay period in which it is earned. It is the technician's responsibility to request use of the compensatory time to avoid its loss. Supervisors will grant compensatory time, which will be lost if not used subject to mission requirements.

### **16-6 Family and Medical Leave**

Members are entitled to additional leave up to 40 hours of sick leave and 12 weeks of unpaid leave for the care of family member/self pursuant to:

- a. Public Law 103-3. February 5, 1999
- b. 5 U.S.C. 6381-6387;
- c. 5 CFR part 630, subpart L

### **16-7 Traumatic Leave**

In accordance with FECA, Civilian Technicians are entitled to a continuation of pay status (COP) for a period not to exceed forty-five (45) days for any covered incapacitating injury or recovery period required by a doctor.

NOTE: Early filing of a workman compensation claim form (CA-1 for an injury, CA-2 for illness/disease), is essential to assure full coverage for any job related injury or illness.

### **16-8 Leave Without Pay (LWOP)**

1. At the discretion of the Employer, employees may be granted a leave of absence, without pay, in accordance with current laws, rules and regulations. The employee will submit to the supervisor, at least 10 workdays, a request for leave of absence in excess of 30 days before the leave of absence is to commence. Requests for leave without pay (LWOP) over 30 days must be approved by the Directorate for Human Resources.

2. Employees may be granted LWOP at their request but at the discretion of the Employer. The Employer agrees to consider LWOP upon the request of the employee for situations such as:

- a. Job related training/education, which would be of benefit to the agency.
- b. Recovery from illness and/or disability.
- c. Personal Family emergencies.

3. An Employee who has been granted an approved leave of absence will, upon its expiration, be returned to duties commensurate in grade and for which they are qualified, unless the employee has been notified of a reduction-in-force (RIF) during their period of absence. The employee will be notified as soon as possible whenever their approved leave has been canceled. Written notification will be provided to the employee upon their request.

4. An employee on approved leave of absence with or without pay shall accrue all rights and privileges in accordance with applicable laws, rules, and regulations. An employee should be aware that when in certain LWOP situations, they must maintain their own payment for benefits.

5. The Employer agrees to consider leaves of absence of any employee elected or appointed to a position of national officer or representative of the Union for the purpose of serving full-time in the position. Leaves of absence granted under this article will be for a period concurrent with the term of office or appointment of the official. The request will be granted absent a demonstration of adverse impact on the agency's mission

### **16-9 Leave for Blood Donation**

The Employer and the Labor Organization recognize the importance and humanitarian need for community blood donors. When community's need for blood donors arise and work requirements

allow for Employer to release the employee(s), will be in an excused absence. Depending on the community needs and consistent with safe medical practices, excused absences normally should not exceed two (2) hours.

### **16-10 Military Leave**

Military leave is a special form of administrative leave granted to government employees for the purpose of performing military duty/training on an annual basis. The Employer agrees that no employee may be required to use military leave, prior to use of other appropriate leave. Technicians are provided the option of using other available leave first or co-mingling types of leave. There is no charge of military leave on any holiday or weekends. It is recognized that the employee may carry-over up to one hundred and twenty (120) hours of unused military leave from one fiscal year to the next.

### **16-11 Administrative Leave**

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 or power, technicians may be granted administrative leave.

### **16-12 Court Leave**

Court leave is leave with pay for the period of time a technician spends in court for jury duty as a juror or as a witness. Court leave will be extended to a technician when summoned to appear as a witness in judicial proceedings on behalf of a state, or local government or when required to perform jury duty in a federal, state, or municipal court. IAW TPR 630

### **16-13 Law Enforcement Leave**

In accordance with provisions of 5 U.S.C. 6323(b), permanent and indefinite technicians are authorized an additional 22 days of non-paid leave each calendar year for the purpose of providing military aid to enforce the law or for the purpose of providing assistance to civil authorities in the protection or saving of life or property or the prevention of injury. This provision may also be used for when mobilized under contingency orders. This is NOT a dual compensation benefit. Technicians will receive the greater of the Civilian or Military pay. Collection of the lesser amount will be accomplished by the appropriate pay section.

## **ARTICLE 17- MERIT PROMOTION AND INTERNAL PLACEMENT**

### **17-1 Purpose**

1. To provide upward mobility for bargaining unit technicians by giving full consideration to the on-board Civilian Technicians force. To provide procedures that will ensure that each technician receives full consideration for all bargaining unit position vacancies for which they qualify. Management officials have a special responsibility for seeing that violations do not occur.
2. This article is designed to provide for the selection of bargaining unit positions in the most common type promotion opportunities that will occur. There will be unusual cases presented. In this event, the parties will attempt to resolve the problems, IAW the Impact and Implementation bargaining article.

## **17-2 Objectives**

1. Applicable laws, rules, regulations, CNG FPR 335, Merit Placement and this article will be used for filling bargaining unit vacancies in the excepted and competitive services of the Technician work force and will be used for all promotions and competitive reassignments. The vacancy announcement, knowledge, skills, and abilities (KSA's) will be used to evaluate each applicant when filling technician positions.
2. To present for the Employer's consideration qualified applicants.
3. To give technicians an opportunity to receive fair and appropriate consideration for higher-level jobs.
4. To ensure maximum utilization of technicians.
5. To provide an incentive for technicians to improve their performance and develop skills, knowledge, and abilities.
6. To provide attractive career opportunities for technicians.

## **17-3 Definitions**

1. "Promotion": The movement of an employee, while serving continuously within the same agency, to a position at a higher grade level/rate of basic pay within the same or different job classification system and pay schedule.
2. "Internal Placement": Changing of a technician from one position to another through the competitive process, but with limitations to those technicians currently employed by the unit at the time of the advertisement of the position.
3. "Rating Panel": The Employer's representatives that rate all applications in accordance with the criteria established by this article for the purpose of determining the three (3) best qualified applicants.
4. "Selecting Official": As designated on the vacancy announcement.

## **17-4 Employee Responsibilities**

Individuals are responsible for familiarizing themselves with the provisions of this article and assuring that applications are accurate and complete in relation to the present duties being accomplished and the position being applied for.

## **17-5 Exceptions to Competitive Procedures**

1. Promotion due to the issuance of a new classification standard, the reclassification of a position, or correction of a classification error, provided that all incumbents are to be affected equally.
2. Placement of over-graded technicians entitled to grade retention as a result of RIF or reclassification.
3. Promotion when competition was held earlier (i.e., position was advertised with known promotion potential).

4. Re-promotion to the same grade or an intervening grade of a position from which a technician was demoted without personal cause and not at his or her own request, if the down-grading has occurred within two (2) years when demoted by RIF or reclassification.
5. Trainees to the full grade of the position if the trainee has received the position through previous competition and the position was advertised with known promotion potential.
6. Position changes required by the RIF article of this agreement.
7. Selection of a former technician from the re-employment priority list for a position at the same or lower grade than the one last held. This provision is applicable to those who have lost employment within the past two (2) years.
8. Temporary promotion for 120 days or less.

### **17-6 Indefinite Positions**

Appointments with indefinite time limitations may be announced and filled using the procedures within this article.

### **17-7 Vacancy Announcements**

1. As a minimum, the vacancy announcement will contain the following information:
  - a. Title, pay plan, series, grade, and salary range of the position.
  - b. Type of appointment (Dual Status/Excepted Service or Non-Dual Status/Competitive Service)
  - c. Military Grade Requirements
  - d. Area of Consideration.
  - e. Compatibility requirements (SSI, MOS, AFSC).
  - f. Organization and geographical location of the position.
  - g. Information regarding known promotion potential, if applicable.
  - h. Summary of duties (obtained directly from the introduction to the position description).
  - i. Minimum specialized experience qualification requirements.
  - j. Opening and closing dates and how to apply.
  - k. Equal employment opportunity statement.
  - l. Selective Placement Factors, if any.
  - m. Knowledge, Skills and Abilities (KSA) used to determine the three best qualified applicants from which selection will be made.
  - n. Number of positions being announced, if more than one.

- o. Availability of Permanent Change of Station (PCS) reimbursement.
- p. Security Clearance required, if any.
- q. Frequency of Travel.
- r. Shift work or rotating shifts.

### **17-8 Vacancy Posting**

Vacancy announcements will normally be posted by the Employer for a minimum of fourteen (14) calendar days, which may span over one (1) drill period. Announcements will be located at [www.usajobs.gov](http://www.usajobs.gov) and [www.calguard.ca.gov/jobs](http://www.calguard.ca.gov/jobs).

### **17-9 Areas of Consideration**

1. The selection official can request an announcement for an open position for either
  - a. Status Candidates
  - b. All sources
  - c. CNG Permanent Technicians
  - d. Current CA ANG Member/Technicians

NOTE: Nothing in this agreement precludes the selection official to request a more localized source of applications.

### **17-10 Priority Consideration**

1. CA ANG technicians must indicate in their resume their status as CA ANG on-board technicians to receive Priority consideration IAW CNG FPR 335 paragraph 22f.
2. The selecting official will receive a list of eligible candidates in alphabetical order along with applicant's resume.
3. The Selecting officials will afford priority consideration to current permanent technicians of the California Air National Guard when selecting from an advertised vacancy. Selecting officials are responsible for determining the employment status from the individual's application

### **17-11 Application Procedures**

The appropriate application is the document by which the individual's qualifications for the position are determined. It must, therefore, reflect the applicant's current and past employment data as well as all duty assignments, qualifications, and training. Complete and accurate data is essential to ensure fair evaluation of candidates. Applicants must specifically address the basic eligibility factors (which include general and specialized experience) and the KSA factors as stated on the vacancy announcement. Along with the application form, supplemental forms that show all of the candidate's qualifications may be submitted. Applications will be submitted using [www.USAJobs.gov](http://www.USAJobs.gov). Potential applicants can find instructions and procedural information on

## **17-12 Time Limits**

The selection process, including the rating and ranking panel, will normally be concluded within thirty (30) calendar days after the receipt of Certificate of Eligibles (COE).

## **17-13 Process**

1. If the selecting official receives 3 or less eligible candidates.
  - a. Upon receipt of the Certificate of Eligibles, the selecting official will review each application and may select from the record or interview candidates. Selecting officials have latitude to consider using a review panel to assist in or to evaluate the qualified applications using KSAs.
  - b. If more than three qualified applications are received for a vacancy announcement, it will be necessary for the selecting official to refine the listing using the KSA evaluation procedures contained in paragraph 2 of this section.
  - c. Interview: After receiving the applications/resumes of the three best qualified candidates, the selecting supervisor may either select from the record or interview all three candidates. If the supervisor interviews one candidate, he/she must interview all candidates. A selection interview allows the selecting official or review panel to:
    1. Evaluate the applicant's motivation, level of interest, and oral communication skills.
    2. Provide the applicant with an opportunity to gain specific, detailed, information regarding the position.
    3. Provide the applicant with the opportunity to furnish additional information that may not be contained in the application.
  - d. Interview Questions: If an interview process is used, questions should be asked to solicit job related information to assist in evaluating a candidate's KSAs to perform the duties of the position. Standard questions that may be asked are:
    1. Questions which will assist the applicant in describing experience, education, training, achievements, and suitability that relates to KSAs required for the position.
    2. Questions about willingness to accept working conditions, such as shift work, travel, hours of duty, etc.
    3. Open-ended questions which allow the applicant to demonstrate his/her interest and potential motivation if selected for the position.
  - e. Priority Consideration: Selecting officials will afford priority consideration to current permanent technicians of the California air national guard when selecting from an advertised vacancy. Selecting officials are responsible for determining the employment status from the individual's application and/or interview.
  - f. Tentative Job Offer and Acceptance: After selecting officials have determined the best qualified candidate they will contact the individual and tentatively offer the position.

Individuals should have a reasonable amount of time in order to accept or decline the tentative job offer. Applicants who accept a tentative job offer must be available to work within a reasonable amount of time as determined by the selecting official. Applicants, who can't meet a requirement of the position (i.e. compatible military membership) within a reasonable amount of time as determined by the selecting official, may be bypassed for a more available applicant. The selecting official may offer the position to another applicant only if the individual declines the position in writing.

- g. Documentation: Following selection, complete copies of the CNG Form 690-5, Candidate Selection Worksheet, and the CNG Form 690-6, KSA Category Worksheet, must be provided to the Directorate for Human Resource Office, along with other documents needed to support and process the personnel action(s). The selecting supervisor must provide a copy of the evaluation process/notes utilized to determine the numerical scores from which the three best qualified were determined to the Directorate for Human Resources.
- h. Compatibility: The selecting supervisor will ensure that the selectee is qualified for assignment to a compatible military assignment prior to completion of selection documents.
- i. Final Approval: All appointment, promotion, conversion, and reassignment actions offered under the provisions of the Merit Placement Plan are to be made tentative awaiting final approval of the Directorate for Human Resources. Under no circumstances will a selecting official start a new employee without Directorate for Human Resources approval. The Directorate for Human Resources reviews the documentation to ensure that proper selection procedures were followed and the personnel action meets the legal and regulatory requirements.
- j. Non-Selection: If selection is not made when there are five or more certified candidates, a statement addressing the reason(s) each certified applicant was non-selected must be provided to Directorate for Human Resources with the returned Certificate of Eligibles. Each applicant will be advised in writing by the Directorate for Human Resources of the reason for his/her non-selection.

2. If the selecting official receives 4 or more eligible candidates for a vacancy announcement, the evaluation procedures of KSA will be used by the selecting official to refine the list(s) using the rating panel process to the top three candidates from which selection may be made.

- a. When it is necessary to refine eligible candidates (more than three qualified applicants) for a vacancy announcement, the KSA from the vacancy announcement will be used to identify the three best qualified candidates from which selection will be made. The KSA factors, rating scores, and supporting documentation will be recorded on CNG Form 690-5, Candidate Selection Worksheet. The overall evaluation ratings and results will also be prepared on the CNG Form 690-6, KSA Category Worksheet.
- b. All eligible candidates will be evaluated unless an individual has formally withdrawn from consideration in writing.
- c. The selecting official may consider personal interviews and/or determine the KSA Evaluation based on the application.
- d. Experience as described on the application/resume will be evaluated in terms of type and

quality in relation to the requirements of the position. Length of service will only be used when there is a clear relation to quality of the experience or when necessary to break ties when all other ratings are equal. Experience will be rated on each KSA according to the following categories:

1. Superior Level Experience: Candidate possesses type and quality of experience that substantially exceeds the basic requirements of the position, including selective placement factors, and could be expected to perform effectively in the position almost immediately or with a minimum of training and/or orientation.
2. Above Average Level Experience: Candidate possesses type and quality of experience that exceeds the basic requirements of the position and could be expected to perform effectively in the position within a reasonable period of time (e.g., 3 to 6 months).
3. Average Level Experience. Candidate satisfies the basic requirements of the position, but:
  - a. Type and quality of experience beyond that which is basically required is minimal.
  - b. Extensive additional training and/or orientation would be required to enable the candidate to satisfactorily perform the duties of the position.
- e. Experience ratings will be converted to numeric ratings according to the point values below based on the number of KSA Factors. The formula used to determine the appropriate point value score is: Superior: divide the number 100 by the number of KSA, Above Average: divide the number 85 by the number of KSA, Average: divide the number 70 by the number of KSA. To obtain an applicant’s total score, simply add the number for each KSA rating. Each KSA is considered weighted equally.
- f. Vacancy announcements for “off the street” NDS positions announced through the Office of Personnel Management (OPM) or a Delegated Examining Unit (DEU) will be rated and ranked by the OPM or DEU staff according to OPM Qualification Standards and the crediting plan provided by the selecting official at the time of advertisement. Cost for this service is the responsibility of the requesting organization.

<b>Number of KSA Factors</b>	<b>Superior, A Level</b>	<b>Above Average, B Level</b>	<b>Average, C Level</b>
<b>Three (3)</b>	33.3	28.3	23.3
<b>Four (4)</b>	25.0	21.2	17.5
<b>Five (5)</b>	20.0	17.0	14.0
<b>Six (6)</b>	16.6	14.1	11.6
<b>Seven (7)</b>	14.2	12.1	10.0
<b>Eight (8)</b>	12.5	10.6	8.7

### **17-14 Establishment of KSA Factors**

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

## **17-15 Rating Panel**

1. Rating panels shall be established at the local level for the purpose of rating and ranking candidates for the position to be filled.
  - a. The rating panel will consist of not less than three (3) members. Members of the panel, to the greatest extent possible, will consist of recognized subject matter experts for the vacant position. The names of the members that are selected will be made available upon request to the Labor Organization.
  - b. To avoid a conflict of interest the selecting official should not serve as a member of a panel convened for the purpose of rating or ranking candidates for vacancies within his area. Candidates for the promotion vacancy cannot serve on the rating panel.
  - c. When required by section 17-13 paragraph 1 a., a rating panel will be convened as a body at a time and place, as designated by the selecting official, for the purpose of rating and ranking candidates for the advertised vacancy. If the rating panel is not required the selecting official may evaluate and rank the candidates

## **17-16 Referral of Candidates**

Following the evaluation of candidates, the rating panel will refer the selection documentation containing the rated candidates to the selecting official. Candidates will be listed in order of ranking on the rating worksheet. Applications and supporting documents submitted by candidates will also be forwarded to the selecting official for each promotion certificate submitted.

## **17-17 Actions by the Selecting Official**

1. The selecting official has the right to select or not select any of the candidates referred to them. This action is included within the thirty (30) day period reserved for the selection process. (See Section 17-12) The selecting official will proceed as follows:

- a. Provide for a fair and impartial selection process. Selection may be based on review of KSAs and resumes by the selecting official or by one on one interview of each eligible candidate listed on the referral and selection certificate who is available for interview. If personal interviews are not possible telephone interviews will be conducted. This provides another means of evaluating and comparing and gives eligible candidates a chance to discuss the position and their qualifications.

NOTE: If the selecting official chooses to omit the interview process due to evidence of a clearly well qualified applicant he may select from the rating and ranking results.

- b. After interviewing the candidates, make the selection, or provide written definitive reasonable justification to the HRO for non-selection for each candidate on the promotion certificate.
  1. For the purpose of this section, “definitive” means a reason for non-selection, which provides a non-selected candidate with the information as to an area, or areas where the applicant needs to improve.

2. After interviewing, should the selecting official conclude that none of the candidates are to be selected, he will complete the requirements of this paragraph prior to requesting, in writing, any certificate from any other source.

2. If a selection is made from any promotion certificate, the selecting official will sign and return the certificate to the HRO.

3. Ensure employees hired in a trainee status will be informed of the approximate duration of the training necessary to become fully qualified.

4. If for some administrative reason the selection process cannot be completed the selection package will be returned to the HRO. (See Section 17-18 Paragraph 5. below)

### **17-18 Human Resources Office Action**

1. The Human Resource Office will notify the individuals on the certificate of the selection.

2. Notify those qualified candidates that did not rate high enough to be placed on the referral certificate.

3. Arrange a release date of selectee.

4. HRO will advise, in writing those individuals who did not meet the qualifications required for the position.

5. Reference Section 17-17 Paragraph 1 b. above. The HRO will notify the candidates as to the reason for the delay (i.e., lack of funding).

6. When the selecting official non-selects the entire promotion certificate HRO will ensure the justification provided for each candidate is IAW section 17-17 Paragraph 2.

### **17-19 Release of Selectee**

After selection for promotion/placement, technicians will be released after coordination with their present work center and the gaining work center. Release will normally be within two (2) weeks after the selection, either on the 1st day of the next pay period, or the fill date as specified on the vacancy announcement.

### **17-20 Records Retention**

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

c. The following records are to be maintained in the HRO:

1. Copy of the vacancy announcement.
2. Certificate of Eligibles.
3. Copy of all applications and attached documents.

4. Forms used in the evaluation and rating process.

2. Records are to be maintained for a minimum of two (2) years. If a grievance is pending, records will be maintained until resolution of said grievance or the two (2) years whichever is longer.

### **17-21 Grievances**

1. A technician who believes that proper procedures were not followed in a particular placement action, for which they were an applicant of, 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.

2. The Employer, upon written request, will provide to the Labor Organization the promotional material utilized in assessing the qualifications of the eligible candidates in an alleged or formal promotion action. Confidentiality of promotion material will be maintained by the Labor Organization in accordance with 5 USC 552 and 552a.

The documents include

- a. Vacancy Announcement request (CNG Form 690-1, Vacancy Announcement Request).
- b. Copy of the Vacancy Announcement.
- c. Copy of each qualified application received.
- d. Candidate Selection Worksheet (CNG Form 690-5), if applicable.
- e. Knowledge, Skills, and Abilities Category Worksheet, (CNG Form 690-6), if applicable.
- f. Certificate of Eligibles signed by selecting official.
- g. Copy of each non-selection letter sent by the HRO to qualified applicants.

3. The Labor Organization may request additional relevant information. If a grievance concerning merit promotion has been initiated, no action to cancel the vacancy announcement will take place until the grievance is resolved.

### **17-22 Inquiries**

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

NOTE: The intent herein is not for the employee to grieve his non-selection but to provide the employee an awareness of potential weakness. This will not preclude an employee from filing a grievance under the provisions of Section 17-21 of this Article.

## **ARTICLE 18 - DISCIPLINE**

## **18-1 General**

1. This article applies to matters of conduct only. Actions that relate to job performance will be accomplished in accordance with the agency performance appraisal system and contract modifications (Article 12). It is acknowledged that in some cases, disciplinary actions are necessary. The parties agree that discipline and adverse actions will be based on just cause and be consistently applied equitably and promote the efficiency of the federal service.

2. The parties recognize that there are two types of technician disciplinary actions that may be appropriate; i.e., non-disciplinary action and disciplinary action. These actions will be for the purpose of correcting offending technicians, problem situations, maintaining discipline and morale among other technicians. A supervisor will consider a closer degree of individual supervision and/or warnings to effect corrective action prior to undertaking a disciplinary action. In order to be effective, discipline should be timely. Non-pay affecting administrative actions should be initiated with an entry in the NGB Form 904-1 within 10 calendar days after the offense becomes known to management.

## **18-2 Non Disciplinary Action**

1. The first type of action will consist of a counseling session with the technician by his supervisor. The technician will be advised of the specific infraction or breach of conduct and exactly when it occurred. The technician will have a Labor Organization representative present if desired, and supervisors will advise the technicians of this right prior to the counseling session.

2. Counseling sessions will be recorded on NGB Form 904-1, in pencil, and may not exceed sixty (60) days unless recognized as relevant to a continuing or recurring problem.

3. A warning is initiated for a more serious infraction or if previous counseling session has proven ineffective. The technician may have a Labor Organization representative present if desired, and supervisors will advise the technicians of this right prior to the interview.

4. Warnings will be recorded on NGB Form 904-1, in pencil; annotations will not exceed ninety (90) days unless there is evidence of a recurring problem.

5. To protect the confidentiality of the records (NGB Form 904-1) and to preserve the privacy of the individual, records will be maintained at the lowest level of supervision excluded from the bargaining unit and access will be limited to management/technicians concerned and individuals to whom the technician has given written permission.

6. An appeal of counseling or warning sessions may be made through the negotiated grievance procedure. A successful appeal could cause any record of the counseling/warning to be deleted.

## **18-3 Disciplinary Action**

1. Disciplinary action consists of oral admonishments and written reprimands.

2. Before disciplining a technician, the supervisor will gather all available facts and discuss them with the technician, informing the technician of the reason for the investigation. After considering the technician's response, the supervisor will then advise the technician if the discussion resolved the matter. If an oral admonishment or letter of reprimand is decided upon the following procedure will apply.

a. An oral admonishment is:

1. A disciplinary action that notifies a technician to desist from a certain course of action. The supervisor will describe the offense in sufficient detail to enable the technician to understand why the admonishment is necessary. The technician may have a Labor Organization representative if so desired. The supervisor will advise the technician of this right prior to the questioning and presentation of the admonishment.
2. Annotated in pencil (date and subject) on the NGB Form 904-land may not exceed six (6) months unless recognized as relevant to a continuing or recurring problem.

NOTE: In order to protect the confidentiality of the records (NGB Form 904-1), and to preserve the privacy of the individual, records will be maintained at the lowest level of supervision excluded from the bargaining unit and access will be limited to management/technicians concerned and individuals to whom the technician has given written permission.

b. Written reprimand will:

1. Normally be signed by the appropriate supervisor and coordinated with HRO for contract and regulatory compliance.
  - a. Describe the offense in sufficient detail to enable the technician to understand why the reprimand is necessary.
  - b. Inform the technician that the letter will be filed as a temporary document in the Official Personnel Folder (OPF) until a specific date. Retention period may not exceed twelve (12) months unless recognized as relevant to a continuing or recurring problem.

NOTE: The technician may have a Labor Organization representative if so desired. The supervisor will advise the technician of this right prior to the questioning and presentation of the letter of reprimand.

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

4. If adverse action is decided upon the procedure in Section 18-4 applies.

### **18-4 Adverse Actions**

1. Adverse Action is an administrative action that results in removal, suspension, or reduction in grade or compensation of any technician.

- a. There must be a reason for taking adverse action; that reason is commonly referred to as a “cause” and is defined as “an offense against the Employer/employee relationship.” What constitutes a “cause” is a decision that must be made on the merits of each situation.
- b. Having a “cause” is not sufficient to warrant an adverse action. Management must also conclude that taking an adverse action will promote the efficiency of the service. This is done by establishing a relationship between the “cause” and its impact or effect upon the

efficiency of the service (i.e., the technician's ability to perform his duties; the agency's ability to fulfill its mission, etc.)

2. Adverse actions will not be initiated by any supervisor without consulting with the appropriate Reviewing Official and obtain approval of the HRO before issuing proposed adverse action and original decisions. The following, as required by agency regulation CNG FPR 752 will be the sequence of events for an adverse action:

- a. Technicians will be given at least a twenty (20) calendar day notice of proposed adverse action, signed by the individual proposing the action. The technician or the representative will be given the opportunity to reply to the charges, in writing and/or in person, to the reviewing official.
  1. The Technicians will be given twenty (20) calendar days to reply to the proposed action. Time extensions will be provided upon written justification.
  2. All evidence and materials relied upon to support the action will be provided to the Technicians and their union representative.
  3. A sufficient amount of excused absence will be provided to the Technician and their union representative to review all evidence and materials and prepare the reply to the proposed action.
- b. The technician will be given a Notice of Original Decision, signed by the Reviewing Official that will state the specific action being taken. Upon receipt of the decision the technician has twenty (20) calendar days to file for an appellant review by the Adjutant General, an Administrative Hearing conducted by a National Guard hearing examiner or a non-binding arbitration hearing conducted by a FMCS paneled arbitrator.
  1. Technicians requesting an appeal shall state their dissatisfaction and include with the appeal any proof or other supportive documents. The appeal letter will also include whether or not the individual requests representation.
  2. If the technician requests a hearing, the HRO, will submit a written request to NGB for a list of examiners. In-turn, the NGB will provide a list of hearing examiners from which the Adjutant General may make a selection. A letter will be sent advising the appellant of the name of the hearing examiner. The hearing will be before the selected hearing examiner who will provide a recommendation to The Adjutant General. The Adjutant General will consider the recommendation in making the final decision.
  3. All expenses incurred for the use of either the hearing examiner or arbitrator will be shared equally.
  4. If non-binding arbitration is agreed to the provisions of Article 19-13, 14, and 15 will be used.
  5. An Adverse Action will be carried out if there is no appeal to the action or the appeal procedure has been exhausted and the action upheld in accordance with 32 USC 709 (f) (4).

## **18-5 Representation**

1. Prior to discussions that may lead to disciplinary or adverse actions; the supervisor or person/persons performing an investigation role for the agency will notify the technician of the right to Labor Organization representation. If the employee accepts representation, no further questioning will take place until the representative is present. If the technician chooses not to have representation that waiver must be in writing. The Labor Organization will be served a copy of this waiver.

2. An investigative interview will, if representation is requested, be delayed for a reasonable amount of time until the employee(s) representative can be present.

3. A supervisor who is conducting an investigative interview will notify the technician that the interview may lead to disciplinary action and that the employee has the right to remain silent and may refuse to give a written statement until a representative is present, or representation has been declined in accordance with Section 18-5 Paragraph 1. above.

## **18-6 Records**

1. In any disciplinary action, an employee will, upon written request, be furnished a copy of all written documents in the Employer's files that contain evidence used by the Employer to support any disciplinary or adverse action. Any such records or diaries shall not be used as a basis to support any disciplinary or adverse action against an employee unless the employee has been shown and provided a copy of such record, note or diary within a reasonable period of time after the date of the incident being recorded. Informal notes made by supervisors that allege infractions, tardiness, and the like, cannot be used in proceedings against employees, unless timely disclosed beforehand.

2. No written entry will be made in an employee's files concerning disciplinary matters without the knowledge of the employee. The employee will initial the entry. The employee's initials acknowledge only that the employee knows that an entry was made, but for no circumstance will initialing the entry be considered as an agreement with the entry or an admission of guilt.

3. Any of the above such records, notes or diaries shall not be used as a bases to support:

- a. A performance evaluation of unacceptable;
- b. The denial of a career ladder promotion, or;
- c. The denial of a within grade increase;

4. Unless the employee has been shown and provided a copy of such documentation within a reasonable period of time, not to exceed thirty (30) calendar days, after it has been determined that the information will be used for such purpose, and before it is used.

## **ARTICLE 19- GRIEVANCE PROCEDURES**

### **19-1 General**

Civilian 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 employee retains the right to request Labor Organization representation in the grievance procedure or to decline such representation. If the technician chooses not to have representation, that waiver must be in writing. The Labor Organization will be served a copy of 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 forty-five (45) 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.

## **19-2 Definitions**

1. A grievance is:

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

## **19-3 Representation**

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

## **19-4 Exclusions**

1. It is agreed that this negotiated procedure is a full coverage procedure except for those matters specifically excluded by law from the coverage of this agreement. Matters excluded from the negotiated grievance procedure are:

- a. Any claimed violation relating to prohibited political activities (Hatch Act Violations).
- b. Retirement, life insurance, or health insurance.
- c. A suspension or removal under §7532 (National Security) of Title 5, U.S.C.
- d. Any examination, certification, or appointment.
- e. The classification of any position that does not result in the reduction in grade or pay of an employee. This matter may be appealed under other procedures.
- f. An EEO compliant.
- g. The provisions of § 709 (f) of Title 32 USC are expressly excluded from binding arbitration. Title 32 USC § 709 (f) of the Technician Act of 1968 precludes the use of grievance procedures as to separation, removal, discharge, suspension, furlough, RIF, and reduction in rank or compensation of National Guard Technicians. The forgoing language reserves to The Adjutant General the final level of appeal in those items covered by § 709

(f), as required by the Statute. If the Labor Organization does not agree to TAG's decision, it may pursue other legal avenues.

### **19-5 Exclusive Procedure**

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

### **19-6 Employee Rights**

All employees 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 employee(s) or Labor Organization grievances. In exercising this right, the employee(s) and the representative will be free from restraint, coercion, discrimination, or reprisal.

### **19-7 Grievance File**

A grievance file will be maintained by the Labor Relations Office (LRO).

### **19-8 Presenting a Grievance**

A grievance will be presented using the agreed to grievance form which is included as part of this article. The Labor Organization has the right, on its own behalf or on the behalf of the bargaining unit employee(s), to present and process grievances. If an employee or group of employees elects 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. 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.

### **19-9 Official Time**

1. A reasonable amount of official time, without charge to leave, will be afforded in accordance with the following:

- a. To the employee to discuss, informally, with his/her first line supervisor and/or their Labor Organization representative, any dissatisfaction the employee may have.
- b. To a Labor Organization representative to discuss informally or formally with the appropriate management official any complaint or the Labor Organization may have concerning matters under this agreement.
- c. To the employee and the designated Labor Organization representative for preparing and presenting the grievance.
- d. To Labor Organization representatives to formulate a contract proposal.

### **19-10 Employee Grievance**

1. It is agreed that settling of problems should be accomplished at the lowest level and may be accomplished verbally. At this stage, the employee and the representative will meet with the

supervisor/manager concerned and an attempt will be made to resolve the issue(s) that caused the grievance. Both the Employer and the Labor Organization encourage this step. If a settlement cannot verbally be agreed to, the following procedure will be utilized.

Note: if the timelines are not followed the grievance moves to the next step

#### STEP 1

The grievance will be prepared in writing, utilizing the agreed to form. The grievance will be presented to the next highest level of supervision exceeding the management/supervisory level in the informal stage that is able to resolve the issue. An information copy of the grievance will be forwarded to the LRO. The grievance and information will be discussed at the time of presentation of the grievance. The management official will provide a determination of settlement, in writing, to the individual and the Labor Organization within seven (7) working days.

#### STEP 2

If the Grievant is dissatisfied with the settlement offered at step one, an appeal may be made to the Wing Commander or designee within ten (10) working days. A decision, in writing, will be rendered within ten (10) working days to the Grievant and the Labor Organization.

#### STEP 3

If the Grievant is dissatisfied with the settlement offered at step two, an appeal may be made to the Adjutant General or designee within fifteen (15) working days. A decision, in writing, will be rendered within fifteen (15) working days to the Grievant and the Labor Organization.

### **19-11 Labor Organization Grievance**

1. Labor Organization initiated grievances that effect individual employees, multiple areas and/or the Wing will name the Wing Commander as respondent. The Labor Organization agrees to consider an attempt to informally resolve the grievance at an appropriate level prior to formal presentation.

2. The following procedures will be utilized for all Labor Organization grievances.

Note: if the timelines are not followed the grievance moves to the next step

#### STEP 1

The grievance will be prepared in writing and submitted to the Wing Commander. The event(s) leading to the grievance will be discussed with the Commander at the time of the presentation of the grievance. The Commander or designee will provide a decision, in writing, within ten (10) working days, to the Labor Organization Chapter President.

#### STEP 2

If the Labor Organization is dissatisfied with the decision of the Wing Commander an appeal will be forwarded to The Adjutant General or designee within fifteen (15) working days. If TAG or designee does not sustain the grievance a reason in writing will be provided to the Labor

Organization.

### **19-12 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 ensure the Labor Organization has all the necessary information for a determination to invoke or not invoke the provisions of paragraph 19-13.

### **19-13 Arbitration Procedures**

1. Arbitration may be used to settle unresolved grievances.
2. Only the Labor Organization or the Employer may invoke the provisions of this section.
3. 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.

### **19-14 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 or request a list of seven additional names. If either party fails to participate in the selection process, the arbitration action will proceed with the requesting party accomplishing the selection.

### **19-15 Arbitration Expenses**

The Employer and the Labor Organization will share expenses incurred for the arbitrator equally. If the arbitrator does not require a transcript, the party requesting a transcript agrees to pay for and furnish a courtesy copy to the other party.

### **19-16 Date and Location**

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

### **19-17 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 more than (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 (31st) day.

## **19-18 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 20- EMPLOYEE MORALE**

### **20-1 Radios and Television**

The Employer agrees to allow the playing of radios in work areas, i.e., shops, warehouse, and offices; and televisions in authorized break-rooms with discretion, as long as they are played in such a manner as not to disturb the work or cause a personal disturbance.

### **20-2 Telephone Service**

Management agrees to the reasonable use of the Employer's telephone service.

### **20-3 Outside Vendors**

Employer agrees to make reasonable efforts to allow vendors to provide concessions for food and drink or similar services to accommodate the personal needs of the employee's for all shifts in accordance with state and local laws and health standards if within the control of management.

### **20-4 Parking Spaces**

The Employer will provide parking places near employee's work areas where available on a first come first serve basis. The Employer agrees to consult with the Labor Organization prior to any changes in the base policy. Reserved parking spaces will be made in accordance with the base policy. It is recommended that employees refer to base parking policies for specific application.

### **20-5 Break Areas**

Employer agrees to consider recommendations of the Labor Organization concerning adequacy or need of space in work areas for employees' to eat their lunch. Housekeeping of these areas is the responsibilities of the employees' utilizing these areas.

### **20-6 Employee Title**

The Employer will make every attempt, in circumstances that are controllable, to refer to Federal Civil Service Employees of the California Air National Guard as technicians.

### **20-7 Lockers**

1. As facilities and funding becomes available, one locker for the storing of clothing will be provided for each employee. Base labor and agency reps should consult with resource advisors (RA) over implementation of this provision.
2. Local management will not open and inspect an employee's assigned locker without the presence of the employee and/or a Labor Organization representative if desired. Inspections shall

be conducted in accordance with appropriate law, rule and regulation.

## **20-8 Child Care**

Management and the Labor Organization agree to work together to conduct a survey of all employees to determine the need for childcare. If there is a demonstrated need, management and the Labor Organization agree to work together to identify child care services that comply with all governmental requirements.

## **20-9 Uniforms**

The Employer will provide uniform clothing at no charge to technicians. Uniforms will be issued on a one for-one basis to include the sewing of mandatory items.

## **20-10 Civilian Clothes**

Except when performing technician duties, the wear of civilian clothing may be authorized by management for purposes of morale.

# **ARTICLE 21 - TECHNICIAN RETIREMENT**

## **21-1 Retirement Briefing**

The Employer will schedule retirement briefings on an annual basis to ensure that all technicians have an opportunity to attend. Attendance at these briefings will be in normal duty status. The Employer agrees to keep all employees informed of changes in retirement laws and benefits.

## **21-2 Retirement Process**

The technician will notify the local HRO remote designee in writing of the desired retirement date as soon as possible. The Employer will make every effort to ensure the retirement process will be expedited in a reasonable and timely manner as to avoid a delay of the process.

# **ARTICLE 22- IMPACT BARGAINING**

## **22-1 Purpose**

Prior to implementation of any event that could adversely affect one or more members of the bargaining unit, management will negotiate with the Labor Organization regarding the impact of the event(s). All negotiations will take place prior to any announcement of the proposed management action, which could adversely affect a bargaining unit member's condition of employment.

## **22-2 Matters For Impact and Implementation Bargaining**

Matters appropriate for negotiations and consultation between the parties will include, but are not limited to, personnel policies, practices and matters which affect working conditions, to include such matters as safety, labor management cooperation, employee services, methods of grievance adjustments, appeals, granting/denial of leave, merit placement, adverse actions, reduction in force procedures, hours of work and TDY assignment procedures.

### **22-3 Changes Affecting Working Conditions**

Management agrees to provide to the union president/designee draft copies of appropriate local/state regulations/policies affecting working conditions for review prior to implementation. If the Labor Organization desires formal discussion concerning contents of the drafts, management should be contacted within five (5) working days after receipt to establish a meeting time/place to discuss the matter.

### **22-4 Meetings**

1. Upon notification by the Labor Organization, management agrees to meet and confer as soon as practicable, date and time will be by mutual consent.
2. The Employer and the Labor Organization agree to render decisions on issues not resolved at the meetings, within four (4) working days unless it is mutually agreed otherwise.
3. Consistent with the above, and within the authority to do so, the Employer agrees not to make changes in personnel policies practices and working conditions, without prior negotiations/consultations with the Labor Organization. If short notice changes are required, implementation and negotiations may occur concurrently.

## **ARTICLE 23- REDUCTION-IN-FORCE**

### **23-1 General**

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

### **23-2 Procedures**

Provisions of TPR 300 (351), CNGFPR 351 and this article will govern procedures relating to reduction in force. Article provisions will prevail in the event of conflict with agency directives. The Employer in recognizing the responsibility of the Labor Organization to represent the bargaining unit agrees to negotiate appropriate arrangements for those bargaining unit employees adversely affected by the implementation of this article.

### **23-3 Definitions**

1. Reduction-in-Force (RIF): RIF occurs when a technician is released from a competitive level by separation, change to lower grade, furlough for more than 30 days, or reassignment involving displacement of another technician, when lack of work or funds, reorganization, reclassification due to erosion of duties, or the need to make a place for a person exercising reemployment or restoration rights requires the agency to release the technician.
2. Competitive Areas: The boundary within which employees compete for retention and receive placement offers. A competitive area may be organizations and/or geographical location. It may be restricted to the commuting area or one organization or expanded to cover the entire state. The area may also include both the ARNG and ANG or be restricted to one service. At the time a RIF notification is received, impact bargaining will commence to clarify the portion of the bargaining unit affected.
3. Competitive Levels:

- a. A competitive level consists of Excepted or Competitive positions, independent of one another, within a competitive area, which are in the same grade, and are so alike in qualification requirements, duties, and responsibilities that the incumbents can be moved from one position to another without undue interruption to the work program.
- b. Supervisory positions will not be placed in the same competitive level as bargaining unit employees.
- c. Non-bargaining unit technicians will not compete with bargaining unit technicians for bargaining unit positions.

4. Tenure Groups: Following the release of temporary employees, technicians are divided into three (3) Tenure Groups:

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

Group II - Technicians serving on probation or trial periods.

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

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

- a. Each complete year of creditable service will be given one (1) point for each year. Creditable service is based upon service computation date.
- b. If a tie exists, the California Air National Guard Technician service date will be used as a tiebreaker.
- c. The retention register will be established in descending order.
- d. Once authority for a reduction in force has been received, receipt of a new performance appraisal will not affect the technicians standing in the current reduction in force.

#### **23-4 HRO Responsibilities**

1. Upon notification from higher authority, meet with the Labor Organization to explain the need for a reduction in force, upon request provides all documents and correspondence received, relative to the RIF action. The parties will then negotiate the appropriate procedures to be used.

2. After impact bargaining with the Labor Organization, notification of the RIF will be in the form of a posted written general notice as far in advance as possible. The general notice will contain, if available the following information;

- a. The established agreed to competitive area.
- b. The established date appraisals are to be/have been frozen.
- c. The date personnel actions are frozen, i.e. reassignments, promotions, hiring, etc.

- d. POC for program counseling.
- e. Established date and times for appropriate separation briefings, and the screening of the manning documents to determine which vacancies will be needed for placement action.
- f. Develop an aggressive placement program to include contact with other states, local federal activities, local government and private Employers.

3. A specific written notice will be given to each affected technician to be RIF'd at least 60 days prior to the effective date of the action. This notice will state specific actions and known alternatives to be offered to the individual. The following information, as applicable, will be included when preparing a specific notice of reduction in force.

- a. Reason for the reduction.
- b. Specific action to take place (e.g., separation, furlough offer of change to lower grade, etc.).
- c. Title, grade, and salary of current position.
- d. Competitive area and competitive level designated.
- e. Service computation date, technician service date, and retention rating.
- f. The position title, grade, salary, and location of any position offer or the reason why no offer can be made. Also, include the military grade requirements.
- g. Reasons for any exceptions to retention order.
- h. Effective date of proposed RIF (other than 15 December through 3 January).
- i. Where the technician may review retention registers and RIF regulations and the HRO personnel specialist to contact for information.
- j. Appeal rights, how to file them and any time limits imposed.
- k. A clear explanation of the technicians grade and/or pay retention entitlement.
- l. Severance pay eligibility.
- m. Placement information and eligibility for reemployment priority list.
- n. Discontinued service retirement eligibility.
- o. A request for the technician to acknowledge receipt of the notice and to accept or decline any offer.

### **23-5 Placement Action**

1. The Employer will take positive action to assist technicians affected by RIF or transfer of function to be placed within the California Air National Guard.

2. Placement assistance will include contacts with other states, local federal activities, local government agencies and private Employers.

3. Reemployment Priority List. A reemployment priority list must be maintained for tenure groups I and II technicians separated in a RIF. Upon receipt of a specific notice of separation, technicians will be placed on this list, but only if they have not declined an offer that preserves a non-temporary, full-time position in their present grade, step, or equivalent salary. Technicians will remain on this list for two (2) years, unless they decline in writing, accept a full-time position, or decline the offer of a full-time position in the Federal Government.

### **23-6 Appeals**

1. A competing technician may appeal to the Adjutant General when he has received a specific notice of reduction in force, and he believes that the Employer incorrectly applied the provisions of the references cited in section 23-2 of this article.

- a. 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.
- b. 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.
- c. The appeal must clearly state the reason the technician believes the action affecting him/her is inappropriate, and must show that the Employer failed to comply with the RIF procedures outlined in this Article (e.g., insufficient notice, improper tenure grouping, and errors in service computation date).

2. Extension of Time Limit: The Adjutant General may extend the appeal time limit when the technician indicates that he 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.

3. Decision on Appeal. The Adjutant General will issue a written decision and, where applicable, direct the HRO to take any necessary corrective action. A copy of the decision stating what corrective action will be taken is then forwarded to the technician. The decision of the Adjutant General is final and there is no further right or appeal. A copy of the decision issued by the Adjutant General will be furnished to all interested parties.

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

- a. Correct the retention register.
- b. Correct the technician's specific notice.
- c. 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.
- d. Reimburse the technician for all pay lost as a result of any improper RIF action.

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

### **23-7 Rif Committee**

Management agrees to invite a Labor Organization representative to each RIF meeting. The Labor Organization may form a committee for the purpose of recommending appropriate arrangements to be utilized should the implementation of this article become necessary.

## **ARTICLE 24- EMPLOYEE PROGRAMS**

### **24-1 General**

The parties recognize the importance of programs established for the well-being of technicians and their families. The Parties agree to encourage participation in appropriate programs.

### **24-2 Objectives**

The objective of the Employee Assistance Program (EAP) is to identify and assist technicians with behavioral or personal problems, which impact upon work performance or disrupt interpersonal relations with other technicians in the immediate work environment. Supervisors may refer technicians to EAP at any time; however participation in the program is strictly voluntary.

### **24-3 Resources**

The current EAP policy can be found in the CNG FPR 820. Dual status technicians may contact Military One Source at 800-342-9647 or [www.militaryonesource.mil](http://www.militaryonesource.mil). Non-Dual status technicians may contact Federal Occupational Health at 800-222-0364 or [www.foh4you.com](http://www.foh4you.com).

## **ARTICLE 25- CLASSIFICATION ACTIONS**

### **25-1 General**

1. It is agreed that before management assigns an effective date for any downgrade resulting from reclassification, management will, after impact bargaining with the Labor Organization, provide the affected technician with:

- a. 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 affected.
- b. Make available the OPM - Civil Service Classification Standards that the position was graded by.
- c. Further information, knowledge and assistance on rights and appeal preparation.

NOTE: An effective date will not be established the above provisions are met.

### **25-2 Reclassification Downgrade**

1. If any position is downgraded with a substantial change of duties and job number, such action will be considered a reduction in force (RIF) and existing contract RIF procedures (Article 23)

will apply. In all other cases, downgrades resulting from reclassification will be considered as classification actions.

2. No personnel actions resulting directly from downgrading/RIF will be taken until management and the Labor Organization negotiate the impact of the proposed action(s). The parties will meet within one (1) week after advance notice of the action(s) is provided to the Labor Organization.

3. No individual will be downgraded until an onsite classification desk audit of the duties being performed, has been accomplished by the Human Resource Office and immediate supervisor. This audit shall take place before the effective date of the proposed action(s). The annual position description review shall not fulfill the requirements of this desk audit.

4. The Employer will not utilize classification actions for the purpose of either reward or punishment.

### **25-3 Grade Retention**

During the grade retention period (2 years) if a vacancy of equal or intervening grades exists for which the technician is fully qualified, the technician may be offered the position. If there is more than one fully qualified eligible technician in grade retention the merit placement plan will be utilized with the service computation date (SCD) as the final tie-break.

## **ARTICLE 26- EQUAL EMPLOYMENT**

### **26-1 Policy**

The California Air 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.

### **26-2 EEO Complaint Procedures**

Any 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 for that specific area within 45 calendar days of the occurrence.

### **26-3 Complaints Alleging Sexual Harassment**

1. The Employer and the Labor Organization agree that sexual harassment in the workplace will not be condoned.

2. Reported cases of harassment will receive prompt and positive action.

Any technician who feels they have been the victims of harassment may file a complaint through the statutory procedure by contacting an EEO counselor.

**27-1 Effective Date**

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

**27-2 Agency Approval**

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

**27-3 Agreement Duration**

This agreement will remain in effect for three years from the date of approval by the Agency, or under the provisions of 5 U.S.C. section 7114, (c) (3) whichever is applicable.

**27-4 Agreement Precedence**

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

**27-5 Agreement Amendments/Supplements**

1. This agreement may be subject to amendments or supplements by the parties during the agreement lifetime under one of the following procedures:
  - a. Annually, either party to this agreement may submit subjects for negotiations for the purpose of supplementing this agreement with provisions not covered by or contained within this agreement.
  - b. Either party may initiate negotiations at the mid-point of this agreement, after service of notice no later than sixty (60) days prior to the midpoint of this agreement.
  - c. At any time, by mutual consent, for the purpose of amending or providing supplements to this agreement.
  - d. From time to time if local issues arise at wing level that are not covered in this agreement the parties agree to meet and negotiate the wings addendum
2. 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.

3. Representatives of the Employer and the Association will meet within 30 days to commence negotiations of the proposed amendment or supplement, unless a later date is mutually agreed upon. No changes other than those specified in the summary provided for in paragraph 27-5 Paragraph 2. of this article will be considered.

4. 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 27-2 of this article.

### **27-6 Negotiating a New Agreement**

1. Negotiations for a new agreement will commence no earlier than one hundred fifty (150) calendar days or later than ninety (90) calendar days prior to the termination of this agreement.

2. Thirty (30) days prior to the start of negotiations of a new agreement, representatives of the Employer and representatives of the Association of Civilian Technicians will meet to initiate a memorandum of understanding establishing the ground rules for the conduct of negotiations.

Signature Page

In witness thereof, the parties, The Adjutant General, The California National Guard, and the Association for Civilian Technicians, have entered into this agreement on 31 day of MARCH, 2014.