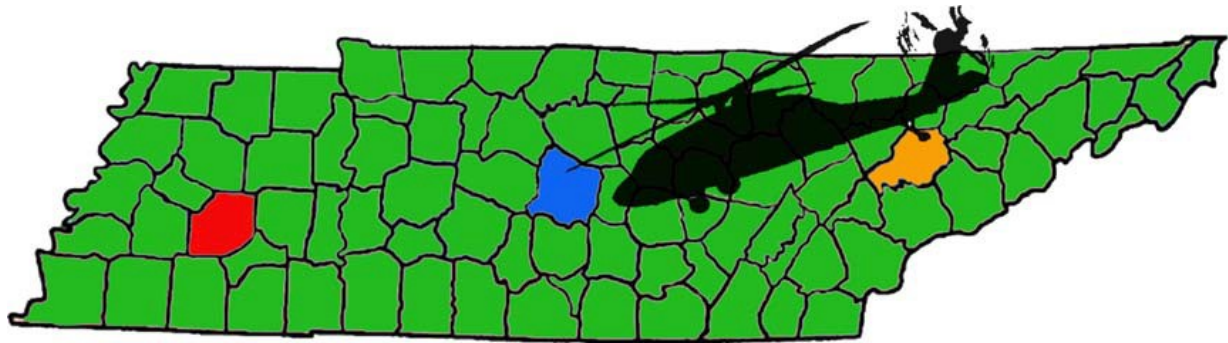


# COLLECTIVE BARGAINING AGREEMENT



BETWEEN



Army Aviation Chapter of the Association of Civilian Technicians

AND

Tennessee Army National Guard

Approved by the Department of Defense on January 11, 2019

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## Preamble and Labor Organization Designation

Pursuant to the policy set forth by the Civil Service Reform Act of 1978 regarding Federal Labor Management Relations, the following Articles of this Basic Agreement, together with any and all Supplemental Agreements and/ or Amendments which may be agreed to at later dates, constitute a total agreement by and between Adjutant General, Tennessee Army National Guard, hereinafter referred to as the Agency and the Association of Civilian Technicians Chapter 110, hereinafter referred to as the Labor Organization for the employees in the bargaining unit described below, hereinafter referred to as the Employee (regardless of status as Title 32 Dual Status Military Technician or Title 5 National Guard Employee), unless employee status designation is required. This Agreement constitutes the entire agreement between the parties hereunder and may only be modified or amended by a written instrument executed by both parties. The parties agree to be bound by the terms and conditions.

The Agency recognizes the Labor Organization is the exclusive representative of all employees in the bargaining unit described below. The bargaining unit to which this agreement is applicable is composed of all non-supervisory Wage Grade and General Schedule employees of the Tennessee Army Aviation, excluding managers, supervisors, professional employees and employees described in 5 USC 7112(b)(1)(2), (3), (4), (5), (6) and (7).

WHEREAS the Congress finds that --

1. Experience in both private and public employment indicates that the statutory protection of the right of employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them—
  - (a) Safeguards the public interest,
  - (b) Contributes to the effective conduct of public business, and
  - (c) Facilitates and encourages the amicable settlements of disputes between employees and their Agency's involving conditions of employment; and
2. The public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the Government. It is the purpose of this Agreement to prescribe certain rights and obligations of the employees of the Federal Government and to establish procedures, which are designed to meet the special requirements and needs of the Government.

## ARTICLE 1

### Definitions

The following definition of terms used in this Agreement shall apply:

**Section 1-1. Collective Bargaining:** Means the performance of mutual obligation of the representative of an agency and the exclusive representative of employees in an appropriate unit in the agency to meet at reasonable times and to consult and bargain in a good-faith effort to reach agreement with respect to the conditions of employment affecting such employees and to execute, if requested by either party, a written document incorporating any collective bargaining agreement reached, but the obligation referred to in this paragraph does not compel either party to agree to a proposal or to make a concession.

**Section 1-2. Impasse:** Means the inability of representatives of the Agency and the Labor Organization to arrive at a mutually agreeable decision concerning negotiable matters through the negotiation process.

**Section 1-3. Negotiability Dispute:** Means a disagreement between the Parties as to the negotiability of an item or subject proposed to be negotiated by either Party.

**Section 1-4. Amendments:** Means modification(s) of the Basic Agreement to add, delete, or change portions, sections, or Articles of the Agreement.

**Section 1-5. Supplements:** Means additional Articles, negotiated during the term of the Basic Agreement, to cover matters not adequately addressed by the Basic Agreement.

**Section 1-6. Labor Organization Official and/or Labor Organization Representative:** Any accredited National Representative of the Labor Organization, National Officers or staff of the National Office, Stewards and the duly elected or appointed officials of the Labor Organization.

**Section 1-7. Authority:** The Federal Labor Relations Authority established by PL 95-454 Title 7, of the Civil Service Reform Act of 1978.

**Section 1-8. Grievance:** Means any complaint --

1. By any employee(s) concerning any matter relating to the employment of the employee(s);
2. By any Labor Organization concerning any matter relating to the employment of any employee(s);
3. By any employee(s), Labor Organization, or agency concerning--
  - (a) The effect or interpretation, or a claim of breach, of a collective bargaining
  - (b) agreement; or
  - (c) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

## ARTICLE 2

### Agency Rights and Responsibilities

#### Section 2-1. Agency's Rights:

1. In accordance with 5 USC 7106, subject to subsection (b) of this section, nothing in this section 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, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
    - (2) To assign work, to make determinations with respect to contracting out, and to determine the personnel by which the Agency's operations shall be conducted;
    - (3) With respect to filling positions, to make selections for appointments from:
      - Among properly ranked and certified candidates for promotion; or
      - Any other appropriate source;
    - (4) To take whatever actions may be necessary to carry out its mission during emergencies.
2. Nothing in this article shall preclude any Agency and any labor organization from negotiating:
  - (a) At the election of the Agency, on the numbers, types, and grades or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work.
  - (b) Procedures which management officials of the Agency will observe in exercising any authority under this section; or
  - (c) Appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such Agency officials.

**Section 2-2.** The Agency agrees that locally published procedures within the Adjutant General's control will in no way conflict with this agreement.

**Section 2-3.** Nothing in this agreement shall delete any Agency, employee, or Labor Organization right(s) provided for by PL 95-454, the Civil Service Reform Act of 1978.

## ARTICLE 3

### Employees Rights and Responsibilities

#### **Section 3-1. Labor Organization (LO) Membership:**

1. Employees in the BU shall be protected in the exercise of their right, freely and without fear of penalty or reprisal, to form, join, and assist any LO, or refrain from any such activity.
2. Nothing in the Agreement shall nullify employee's rights or require an employee to become or remain a member of the labor organization. The LO agrees to provide applications for membership to all eligible bargaining unit employees. The SF 1187 shall be used for this purpose, at no expense to the Agency.

#### **Section 3-2. Rights of Technicians:** Except as otherwise provided for by the Agreement, employee rights include:

1. To act for a LO in the capacity of a representative and the right, in that capacity to present the views of the LO to heads of agencies and other officials of the Executive branch of the government, the Congress, or other appropriate authorities, and
2. To engage in collective bargaining with respect to conditions of employment through representatives elected or appointed by the LO.

#### **Section 3-3. Accountability:**

1. Subject to applicable law, rule and regulation, employees shall have the right to direct and/or fully pursue their private lives, personal welfare and personal beliefs, without interference, coercion or discrimination by the Agency so long as such activities do not conflict with their job responsibilities.
2. When a "cause" involves off-duty conduct, there must be a clear and direct relationship between the articulated grounds for the adverse action and either the employee's ability to accomplish his or her duties satisfactorily or some other legitimate governmental interest promoting the efficiency of the service.

#### **Section 3-4. Wearing of the Military Uniform:**

In accordance with 32 USC 709(b)(4), dual status military technicians will "while performing duties as a military technician (dual status), wear the uniform appropriate for the member's grade and component of the armed forces," except as prescribed by law, rule or regulation.



## ARTICLE 4

### Labor Organization Rights and Responsibilities

#### **Section 4-1. Exclusive Recognition:**

1. As long as this Labor Organization holds exclusive recognition, it is the exclusive representative of employees' collective bargaining in the Unit and is entitled to act for and to negotiate agreements covering all employees in the bargaining unit. It is responsible for representing the interests of all employees in the bargaining unit without discrimination and without regard to Labor Organization membership. The Labor Organization shall be given the opportunity to be represented at formal discussions between the Agency and employees or employee representatives concerning grievances, personnel policies and practices, or other matters affecting general working conditions of one or more employees in the bargaining unit.
2. The Agency agrees to provide the LO with a copy of the list of all bargaining unit members quarterly.

#### **Section 4-2. Representation:**

1. The Labor Organization, in consonance with its right to represent, has a right to propose new policy or changes to former policy, or resolutions to problems. It is agreed that representation shall occur at the lowest level at which a matter can be resolved, and that the initial point of contact shall be the lowest level Agency Official and Labor Organization official having responsibility and authority to act. If the Parties at the initial contact feels resolution of a matter is outside their jurisdiction, the matter shall be referred immediately to the next higher level.
2. The Agency will recognize the duly elected Local officers and officials/ representatives including but not limited to, Stewards, in accordance with this agreement.
3. The Agency will recognize representatives of the ACT National Organization. Advance notice will be furnished to the HRO prior to visiting bargaining unit installations.

#### **Section 4-3. LO/ Agency Meeting Procedure:**

1. Joint LO/Agency meetings shall be held upon request by either party. Specific item(s) for discussion should normally be provided in advance of the meeting by either party, although items not submitted may be discussed. Summary minutes, reflecting items discussed and resolutions or actions, shall be furnished to the Labor Organization by the Agency.
2. Joint meetings will be conducted during regular duty hours, with Labor Organization officials authorized official time without loss of leave or pay.
3. Monthly meetings may be held between The Adjutant General and/or designee and the President of the Labor Organization and/or his designee, if either party requests such meeting.

**Section 4-4. Stewardship:** The Labor Organization is authorized six (6) Stewards from among its membership. Distribution is to be determined by the LO, with at least one steward at each facility. The Labor Organization shall notify the Agency, in writing, of the appointment of Stewards. The Steward or Local official may receive, investigate, prepare and present employee complaints, grievances or appeals

during duty hours when this activity is in accordance with the procedures of this Article and the Grievance Article. In the event of the replacement of a Steward, consideration of reasonable time will include time spent by his/her predecessor on the same matter. The Steward or Local official will request from his/her supervisor that he/she may leave the work area, indicating he/she has a representation matter to resolve. The Steward or Local official will also notify the immediate supervisor of the employee(s) to be contacted, Supervisors shall grant such requests unless such absence would cause an undue interruption to work or jeopardize the operation of the employee's or Steward's section. During such granted absence, Stewards, Local officials and employee(s) will confine their activities to the conduct of that business for which approval of temporary absence was requested, and will return directly to their workstations upon completion of business at hand. Stewards, Local officials and employee(s) will personally notify immediate supervisors upon their return to duty. The steward may speak for the employees of the section, but will not make decisions on contractual intent.

**Section 4-5. Authorized Official Time:**

1. 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 of employing agency and the Labor Organization. Official time will be approved by the LO officials immediate supervisor with the exception of Training by ACT National or Government Agency training and when official time requires travel. The approval official will notify any necessary Agency personnel of the LO officials approval of official time.
2. The President of the Local, or designee shall be granted 15 minutes at each new employee orientation if BU employees are present for the purpose of acquainting new (BU) employees to the Labor Organization.
3. Official time will be granted to steward(s) conferring with employees and/or supervisors on grievances.
4. Preparatory time for pre-negotiation, negotiation, appeal(s), grievances, complaints or scheduled meeting(s).
5. Labor management meetings held with an agenda related to conditions of employment of the BU.
6. Travel time to and from pre-arranged meetings with the Adjutant General or designee, official time in preparing, investigation and presenting complaints of bargaining unit representative IAW Vol. II JTR.
7. Local Stewards shall be granted official time to acquaint new employees to the Labor Organization at the work site.
8. The Labor Organization is authorized official time to train officers and Shop Stewards. It is understood that this training will be of mutual concern to the Agency and the employees as a representative of the Labor Organization. Approval will be granted except when there are work-related reasons required for mandatory coverage and/or mission of the functional area, which precludes such release. Ordinary workload will not preclude the release of employees under this section. The Labor Organization will request this leave by letter, including the reason for the

request, for approval by the Human Resource Office (HRO), with a copy to each Labor Representative's supervisor.

9. For visiting, writing, and telephoning elected officials in support of desired legislation which would impact the working conditions of the employees represented by the Association of Civilian Technicians.

**Section 4-6. Wearing of the Military Uniform:**

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:

1. While engaged in negotiations of any kind with agency representatives.
2. Labor/Management meeting with agency representatives.
3. Labor/Management seminars.
4. Bargaining Unit Members will not be required to wear the Military Uniform while appearing as a grievant or as a witness at a third party proceeding.
5. The Labor Organization Representative at New Employee Orientation sponsored by the Human Resource Office.
6. When representing the Labor Organization on committees, at hearings, or at third party proceedings.

## ARTICLE 5

### Overtime/Compensatory Time

#### **Section 5-1. General:**

1. Dual-status Military Technicians under either the General Schedule or the Wage Schedule are not entitled to pay for overtime work. If a Dual-status Military technician is required to work more than eighty (80) hours in a pay period, they will be granted compensatory time off from their scheduled tour of duty equal to the amount of overtime worked.
2. Title 5 National Guard Employees who are FLSA non-exempt from applicable laws and regulations regarding overtime, are authorized the pay for overtime work. Requests for overtime pay should be made in advance through the HRO office to preclude budgetary issues.

**Section 5-2. Distribution of Compensatory Time:** Distribution of overtime will be made among employees of a particular skill in a fair and equitable manner. In no case will overtime be assigned to an employee as a reward or punishment.

**Section 5-3. Performance of Compensatory Time:** The Agency officials will determine the number of hours of compensatory time an employee may be required to work during an administrative work week.

**Section 5-4. Regular Compensatory Time:** Regular or scheduled overtime is overtime that will be scheduled at least twenty-four 24 hours in advance and notice is given to the employee at least twenty-four (24) hours in advance. In unusual circumstances less advance notice may be required. Compensatory time on an hour for hour basis, will be given for regular scheduled or unscheduled overtime worked.

**Section 5-5. Callback Compensatory Time:** Callback compensatory time is overtime made necessary by sudden and unforeseen workloads. Compensatory time off will be given on an hour for hour basis, for all callback overtime in excess of two (2) hours. Any callback overtime of less than two (2) hours duration, performed by an employee on a day when work was not scheduled for him/her or for which he/she is required to return to his/her place of employment, will be counted as at least two (2) hours duration.

**Section 5-6. Overtime Pay:** The Agency and the LO agree that should regulations or laws change to allow overtime pay for Dual Status Military Technicians, payment will be made in accordance with authorizing regulations and re-negotiations may be required.

**Section 5-7. Use of Compensatory Time:** Compensatory time must be taken within twenty-six pay periods from the date in which it was earned. Compensatory time will be administered between the supervisor and the employee in the same manner as annual leave.

## ARTICLE 6

### Leave

**Section 6-1.** Employees will earn leave in IAW applicable laws and regulations. Each employee will be allowed to schedule/use annual leave in the amount that will normally accrue during the current leave year. The Agency agrees to administer an equitable leave policy. The Agency will make a reasonable effort to honor the leave request of employees. The only basis for refusal of requested/approved annual leave is a valid operational reason consistent with workload. Advance notice shall be considered any time prior to the beginning of the scheduled shift. No coercion will be exerted on any employee as to the type of leave used.

**Section 6-2.** It is agreed that leave schedule provide for continuous vacation periods of two (2) weeks or more, depending on the amount of leave accrued by each employee. Requests for annual leave shall be submitted to the supervisor for approval. Managers will attempt to accommodate the desires of the employee consistent with Agency requirements.

**Section 6-3.** When conflicts in scheduling leave occur, the manager will confer with the employee(s) concerned to obtain mutual agreement to resolve the conflict. When annual leave is requested simultaneously, the employee with the earliest service computation date used for leave will be given priority consideration. This consideration shall not be construed to allow the most senior employee to have the same period more than two (2) years in succession. The Agency will also consider the qualifications of employees to accomplish the workload when making this determination. Special consideration will be made by the Agency for requests for:

1. Religious holidays,
2. Dependent care, and
3. Personal emergencies outside the employee's control.

**Section 6-4.** Consistent with workload requirements of the Agency as provided in applicable regulations, an employees who is an official, or representative of the Labor Organization may be granted accrued annual leave or leave without pay to accept temporary Labor Organization positions or to attend conventions or meetings of Labor Organizations. Leaves of absence without pay to accept temporary Labor Organization positions shall not exceed one (1) year for each application. Employees who are absent on approved leave without pay for periods up to one (1) year shall retain applicable rights and privileges under the Federal Technician's (Group Life Insurance and Federal Technicians' Health Benefits) program that are in accordance with applicable regulatory requirements.

**Section 6-5.** Employees who have served the required one (1) year probation period may be granted annual leave up to the amount to be earned for the leave year. When an employee has been granted annual leave and is separated before such leave is earned the value of the leave must be withheld from any compensation due.

**Section 6-6.** Employees who have not been placed on leave restrictions shall not be required to furnish medical certification for absences of less than three (3) days. An employee who has been placed on

leave restrictions shall have their case reviewed after six (6) months. If the issue has been resolved the employee will be removed from leave restrictions.

**Section 6-7.** Employees will not be unreasonably denied leave to attend service school(s).

**Section 6-8.** Consistent with the workload requirements of the Agency, annual leave requested in advance will be approved. Requests and approval or disapproval will be documented through the Automated Time Attendance and Production System (ATAAPS). When unscheduled annual leave is necessary, employees will notify their supervisor as soon as possible, but no later than the beginning of the employee's normal tour of duty. If the supervisor/designee is unavailable, the employee will notify the AASF Commander/Supervisor and leave a telephone number for where the employee can be reached on the voicemail system. In situations where the employee finds it impossible to contact the supervisor, a two (2) hour grace period is in effect where by no disciplinary action may be considered unless circumstances warrant. Notification that does not meet the two (2) hour criteria will be dealt with on a case by case basis. The supervisor may request documentation to substantiate an emergency.

**Section 6-9.** If an employee is on borrowed leave, i.e., leave from the leave donor program, and the employee does not use all such leave, any balance of unused leave shall be credited back to the leave bank.

**Section 6-10. Charge of Leave:** The minimum charge of leave will be in increments of one (1) hour.

**Section 6-11. Employee Responsibilities for Leave Balance:**

1. It is the employee's responsibility to request sufficient annual leave to avoid forfeiture at the end of the leave year.
2. To monitor individual leave balance to ensure adequate availability of annual leave for scheduling purposes.

## ARTICLE 7

### Excused Absence

**Section 7-1. Conferences or Conventions:** Employees attending conferences or conventions will be excused without charge to leave, if it has been determined by the Adjutant General Representative that such attendance would be in the best interest of the Federal Government or the National Guard.

**Section 7-2. Civil Activities:** Employees may be excused for short periods to participate in civil activities the Federal government is interested in encouraging. These periods will be confined to not more than a combined total of three (3) workdays during a calendar year. Official civil activities may include but are not limited to, inaugurations, dedication of public buildings and projects, ceremonies for officially invited governmental visitors, and the convening of legislative bodies. Before granting excused absence, it should be determined that such participation is in the best interest of the Federal government.

**Section 7-3. Blood Donors:** Upon approval of the appropriate Agency official, employees may be excused from work up to four (4) hours without charge to leave, on the date of the donation, for the purpose of donating blood. Cooperating with the Red Cross through donating blood is encouraged by the Agency and the Labor Organization. The maximum excusable time shall not exceed four (4) hours except in unusual cases. When an employee must travel a long distance, or when unusual need for recuperation occurs, up to an additional 4 hours may be authorized.

**Section 7-4. Examinations:** Employees who are required to take job-related examinations or re-examinations, either physical or mental, will be given the time necessary to accomplish the examination without charge to leave.

**Section 7-5. Voting:** Employees may be excused by the Agency for a reasonable time when practical to do so without seriously affecting operations to register or vote in any election or referendum without charge to leave. An employee may be excused from duty so as to permit him to arrive at work three (3) hours after the polls open or to permit him to leave work three (3) hours before the polls close, whichever results in the lesser amount of time off.

**Section 7-6. Acts of God:**

1. In the event of inclement weather, power failure, breakdown or other interruptions, due to acts of God, resulting in the interruption or suspension of operations, employees who are in a duty status and whose services cannot be utilized may be administratively excused from duty without charge to leave or loss of pay, consistent with regulatory requirements, and administrative discretion's granted to the Adjutant General, if their services cannot be utilized elsewhere. Employees who are on leave status at the beginning of the day in which administrative leave is granted will not have their schedule leave changed.
2. The authority to excuse employees administratively is not to be used for periods on interrupted or suspended operations which may be anticipated in sufficient time to permit the arrangement of other work or the scheduling of annual leave.
3. When unavoidable circumstances make a twenty-four (24) hours' notice impractical by the Agency, the employees may be placed on leave with or without their consent if notice is given

before the end of the work period immediately preceding the one in which they are to be placed on leave. The type of leave shall be selected by the employee.

4. Inclement weather is defined as an act of God which makes driving conditions hazardous. Excused absence will be granted for those employees when the Agency determines employees are unable to safely drive to work.

**Section 7-7. Tardiness and Brief Absence:** Brief absence from duty of less than one (1) hour and tardiness may be excused when reasons appear to be adequate to the supervisor. The absence may also be compensated for by additional work or may be charged against any compensatory time the employee may have to his/her credit or maybe charged to annual leave, leave without pay (with the employee's consent), or absence without leave. Consideration will be granted to employee(s) with children when schools or daycare centers are opening late due to unsafe driving conditions.



## ARTICLE 8

### Family Leave

#### **Section 8-1. Family and Medical Leave Act:**

##### 1. Leave Entitlement

- (a) Upon request, an eligible employee is entitled to a total of twelve (12) work weeks or sixty (60) workdays leave without pay during any 12-month period for the birth of a child, care of a newborn within one (1) year after birth, adoption, or foster care of a child within one (1) year after placement, or care of a spouse, son, daughter, parent, or legal ward who has a serious health condition.
- (b) Consistent with applicable laws, regulations, and this Agreement, an employee may elect to substitute paid time off, including annual leave, sick leave, compensatory time, or credit hours for any or all leave without pay to which the employee is entitled under the Family and Medical Leave Act.
- (c) In addition to the leave without pay entitlement, an eligible employee may request other types of leave which the employee meets legal and regulatory requirements. Such leave might include additional leave without pay, annual leave, sick leave, advanced annual or sick leave, earned compensatory time or credit hours, and leave made available under the Voluntary Leave Transfer Program.

##### 2. Requests and Approvals

- (a) When the need for leave is foreseeable, an employee shall request leave under the Provisions of this Article at least thirty (30) days in advance to allow the supervisor time to prepare for any staffing adjustments necessary to compensate for the employee's anticipated absence. However, the parties recognize that due to the unpredictable nature of these situations, adjustments in the requested leave may be necessary.
- (b) No arbitrary date requiring a pregnant employee to cease work or to prevent her from returning to work after childbirth will be established decisions in such cases will be made by the Agency, in accordance with applicable policies and regulations, after considering the employee's request and any required medical certification. Requests for time off beyond twelve (12) weeks will be considered on an individual bases, and may be approved in accordance with applicable policies, regulations, and this Agreement. The Agency shall make a reasonable effort to approve such requests consistent with budgetary considerations, workload and staffing requirements.

##### 3. Medical Certification

- (a) The Agency may require administratively acceptable medical certification, at the employee's expense, when an employee requests for leave for medical reasons. Including treatment and convalescence related to childbirth, and care for a spouse, son, daughter, parent, or legal ward with a serious health condition.

- (b) The Agency may also require administratively acceptable medical certification, at the employee's expense, when an employee requests special consideration such as reassignment or other reasonable accommodation and there is a question as to the medical need for such accommodation.
  - (c) The Agency may require, at the Agency's expense and by a health care provider designated or approved by the Agency, a second medical opinion to verify the validity of the certification provided by the employee. If the second opinion differs from the original Certification, the Agency may require, at the Agency's expense, certification from a third health care provider selected jointly by the Agency and the employee.
4. Protection of Employment and Benefits Upon Return to Duty
- (a) An eligible employees who takes family leave shall be entitled to return to same or equivalent position, with equivalent benefits, pay, status, and other terms and conditions of employment, unless termination of employment is otherwise required by reduction-in-force, for cause, or for similar reasons unrelated to the use of family leave.
  - (b) An employee who has given birth and does not plan to return to work shall submit her resignation at the expiration of her period of incapacitation.

**Section 8-2. Family Friendly Leave Act (FFLA):**

1. Leave Entitlement- Upon request, an employee is entitled to use sick leave to care for a family member having a physical or mental illness, injury, pregnancy, childbirth, or medical, psychiatric, dental or optical examination or treatment, or for purposes relating to the death of a family member, including making arrangements for or attending the funeral.
2. Requests and Approvals
  - (a) The employee will request the sick leave on ATAAPS or Form SF-71, Application for Leave. The remarks area will be annotated, "Family Member." Request and approval procedures contained in the Sick Leave article will be followed. Sick leave used for this purpose will be coded on employee's time sheet.
  - (b) The first-line supervisor has the authority to approve sick leave requests.
3. Limitations - Full-time leave earning employees' are eligible to use up to forty (40) hours of earned sick leave to provide care. All additional sixty-four (64) hours of earned sick leave may be used each leave year, but only to the extent that these additional hours do not cause the employee's sick leave balance to fall below eighty (80) hours.
4. Family Member - Under the FFLA, a family member is defined as a spouse and spouse's parents, children, including adopted children, children's spouses, parents, brothers, sisters and their spouses, or any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

## ARTICLE 9

### Safety and Occupation

**Section 9-1.** The Agency and LO agree to exert every reasonable effort to provide and maintain a work environment conducive to the safety and wellbeing of employees. Rules, laws, and regulations relating to safety shall be available to all employees and departments and shall be adhered to.

**Section 9-2.** The Labor Organization shall have one representative on the Safety Council and one representative on each Facility Safety Council. Representatives shall be determined by the Labor Organization.

**Section 9-3.** The Labor Organization will cooperate in efforts to promote safety and health, and will encourage employees to work safely and report any observed unsafe or unhealthy condition to the appropriate responsible individual within whose authority corrective action has been delegated.

**Section 9-4.** The Agency, subject to availability of funds, will provide suitable protective clothing and safety equipment for employees whenever such is authorized by regulation--Extreme Cold Weather Gear (GORETEX JACKETS, PANTS, GLOVES, also Extreme Cold Weather Underwear), Safety Glasses, Safety Boots. Employees working in hazardous areas shall be provided with proper protective equipment and safety devices as determined to be necessary by the appropriate regulations. The Labor Organization agrees that employees will be required to utilize proper equipment and safety devices as determined to be necessary by the appropriate regulations. The Labor Organization agrees that employees will be required to utilize proper protective clothing, devices, or safety equipment where such has been provided by the Agency. The parties agree that certain tasks performed may involve varying degree of hazard. The types of employees normally assigned to perform hazardous tasks should be those who have received appropriate briefings, instructions, training or schooling pertinent to the hazardous task to be performed. The Agency shall determine the appropriate safety and health training for employees. The methods and means of performing hazardous tasks shall be those that incorporate all immediately available safety precautions and devices.

**Section 9-5.** The Agency will furnish monthly OWCP Accident Report to Labor Organization. The Labor Organization agrees that employees are required to report immediately all injuries which occur, no matter how slight, to the immediate supervisor. The Agency agrees to process and forward promptly that documentation required of the Agency when an employee sustains an on-the-job injury and elects to file a claim. Upon request, the Agency agrees to consult with the injured employee and inform the employee of his/her rights.

**Section 9-6.** The Agency agrees to provide transportation for technicians to obtain medical care, or to his/her home for employees who become ill or injured on the job subject to the following:

1. The decision to provide transportation will be made by the Agency official.
2. Normally, transportation will not be provided if it is reasonably evident that the nature of the employee's illness or injury is not serious, and private or public transportation is suitable.

**Section 9-7.** The Agency shall provide basic first-aid training to a limited number of Flight Facility Employees who may be used on a voluntary basis to augment and assist medical employees during periods of temporary absence and emergencies.

**Section 9-8.** The Agency shall provide an adequate number of first aid kits in all shops and activities.

**Section 9-9.**

1. It is agreed that when the work site temperature reaches ninety-five (95) degrees Fahrenheit/thirty-six point five (36.5) degrees Celsius, with average or above humidity rates, the Agency will allow persons affected rest periods necessary to prevent heat exhaustion. This will be permitted as often as necessary to protect the health and well-being of the employee(s). In the event of severe cold weather, uncommon to the locale, like provisions will apply for severe cold weather.
2. The Agency agrees to provide adequate light and ventilation in work areas. The Parties agree that decisions regarding the adequacy of light, ventilation and space in any questionable work area will be made after taking into consideration the findings of the Safety Officer and availability of funds.
3. Agency agrees to furnish set of coveralls to employees involved with hazardous material; contract laundry services furnished.

**Section 9-10.** Bargaining unit employee required to work fifty consecutive minutes with video display equipment shall be granted ten (10) minutes rest time after each 50 minutes of use of video display equipment.

**Section 9-11.** Labor Representative to Accompany SARO Team: A representative from the Bargaining Unit will be notified and permitted to accompany a Safety and Occupational Health Team during the inspection and meetings of Aviation Facilities within the BU's. A copy of the inspections teams' findings and recommendations will be forwarded to the Labor Organization upon request.

**Section 9-12.** Smoking policy only permitted in designated areas. The Agency will provide adequate designated smoking areas. There will be adequate ventilation and lighting in designated smoking areas to provide an environment that conforms to recognized safety standards.

**Section 9-13. Physical Fitness:** Employees will be allowed to participate in a physical fitness program for one (1) hour of the workday, three (3) days a week and will conform to the Adjutant General's policies for full-time personnel.

**Section 9-14. Children and Relatives in the workplace:** Children and relatives of employees shall be allowed to visit the workplace. Proper safety precautions will be observed. Children will not be unsupervised while in the workplace.

## ARTICLE 10

### Travel

**Section 10-1.** TDY shall be performed in the status preferred by the Agency subject to budgetary constraints unless otherwise authorized or directed by higher authority, or dictated by mission requirements or special projects in accordance with Volume II of Joint Travel Regulations.

**Section 10-2.** Travel will be scheduled in a fair and equitable manner to meet the needs of the Agency. Employees will receive their travel orders in sufficient time where practical to ensure that the necessary arrangements for obtaining transportation requests may be accomplished in a duty status during working hours prior to departure. Employees selected to accomplish the mission on TDY will be selected so as to effectively accomplish the mission.

**Section 10-3.** Time spent traveling (but not other time in travel status) away from a technician's official 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 work hours, but also during the corresponding hours on non-workdays.

**Section 10-4.** Transportation of TDY personnel will be in accordance with DOD JFTR's and in conjunction with NGB and the Adjutant General policies.

**Section 10-5.** An employee selected for assignment involving travel may request that he/she be excused and such request may be favorably acted upon provided other qualified employees, as determined by the Agency, are available for the assignment.

**Section 10-6.** All TDY travel will be performed in accordance with the provisions of JFTR. Per Diem and travel rates will be paid IAW JFTR.

**Section 10-7.** The government sponsored travel card may be used by all eligible bargaining unit personnel to pay for all costs incidental to official business travel. The card is the only means available to employees for advanced per diem.

1. All bargaining unit personnel who are likely to perform TDY are eligible to apply for the travel charge card.
2. Personnel designated by the Agency, as having financial difficulty will not be issued a charge card.
3. ATM cash withdrawals are authorized for amount to cover the meals and incidental expense portion of per diem.
4. Card abuse can result in reduction of ATM withdrawal limits, revocation of ATM privileges, suspension of card privileges, or cancellation of the travel charge card.
5. Employees should be aware that all utilization of these cards is routinely monitored and charges are scrutinized. Appropriate disciplinary action will be applied for misuse.

**Section 10-8.** Employees in TDY travel status may use the government telephone system for calls (including calls over commercial systems) which will be paid for by the government as follows:

1. To notify family, doctor, etc., when an employee is injured on the job.
2. An employee traveling on government business is delayed due to official business or transportation delay, and calls to notify family of a schedule change.
3. An employee traveling for more than one (1) night on government business can make calls to their residence. Calls will be limited to two (2) per week with duration not to exceed three (3) minutes. When available, the employee will use state watts or DSN lines.

## ARTICLE 11

### Reduction-In-Force

**Section 11-1. General:** The Adjutant General is responsible for implementing a reduction in force.

**Section 11-2. Appropriate Arrangements:** Procedures relating to reduction in force will be governed by Public Law 95-454, TPR 351 dated 22 November 1993, or subsequent CNGBI publication, and this article. The Agency, in recognizing the responsibility of the Labor Organization to represent the bargaining unit, agrees to negotiate appropriate arrangements for the bargaining unit personnel adversely affected by implementation of this article.

#### **Section 11-3. Definitions:**

1. **Reduction-in-Force (RIF):** A RIF occurs when an employee is released from a competitive level by separation, change to lower grade, furlough for more than 30 calendar days, or reassignment involving displacement of another employee, due to lack of work or funds, reorganization, reclassification due to change of duties, or the need to make a place for a person exercising reemployment or restoration rights, requires the agency to release the employee.
2. **Competitive Areas:** The area within which employees compete for retention and receive placement offers. A competitive area may be defined in terms of 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 include both the ARNG and ANG or be restricted to one service. The competitive area should be identified during advanced planning for RIF.
3. **Competitive Levels:**
  - (a) A competitive level consists of all (DS) positions within a competitive area, which are in the same grade, same service (Title 32 dual status military technician or Title 5 National Guard Employee) 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 employees will not compete with bargaining unit employees for bargaining unit positions.
4. **Tenure groups:** Employees are divided into three (3) tenure groups:
  - (a) Group I - Employees under permanent appointments that are not serving on probation or trial periods.
  - (b) Group II - Employees serving on probation or trial periods.
  - (c) Group III - Employees who have been given indefinite appointments.

5. **Retention registers:** A list of competing employees, within a competitive level in descending order.
  - (a) Employees are listed in descending order, within their competitive levels, starting with the employee with the most points. They shall be classified on a retention register on the basis of their tenure of employment, length of service, performance appraisal score in descending order as follows:
    - (1) Tenure Group I, Group II, Group III
    - (2) Within each group, add the points obtained in (a) and (b) for a RIF score:
      - The average score of the last three (3) official performance appraisals: Unsatisfactory equals zero points; Fully Satisfactory equals four (4) points; and Outstanding equals eight (8) points.
      - One (1) point for each year of the Service Computation Date (SCD).
  - (b) RIF actions would be performed on the lowest scores from the Order of Merit List (OML).
  - (c) The tiebreaker will be the employee with the earliest Employee Service Computation Date (SCD).
6. **(VERA) Voluntary Early Retirement Act/(VSIP) Voluntary Separation Incentive Program (Buyout):** Prior to issuing written notices, VERA/VSIP shall be sought among the bargaining unit within the competitive level to reduce the overall impact.

**Section 11-4. HRO Responsibilities:**

1. When the Agency is notified of a Reduction in Force, it will immediately notify the LO to explain the need for a RIF. The parties will then negotiate the appropriate arrangements and accommodation procedures to be used.
2. If a general notice is issued, it will be issued as far in advance as possible. When a general notice is issued, it will contain as a minimum:
  - (a) The established agreed to competitive area
  - (b) The established date appraisals are to be/have been frozen. Once authority for a reduction in force has been received, receipt of a new performance appraisal will not affect the employees standing in the current reduction in force.
  - (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, etc.



3. Screen the manning document to determine if vacancies exist that may be used for placement action.
4. Develop a placement program to include utilization of agency vacancies and contact with other states, local federal activities, local government and private employers.
5. A separate written notice will be given to each affected employee, no later than sixty (60) days prior to the effective date of the action. This notice will state specific actions and known alternatives to be offered to the individual. The following information, as applicable, is to be included when preparing a specific notice of reduction in force.
  - (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, employee service date and retention rating.
  - (f) The position title, grade, salary, compatibility and location of any position offer or the reason why no offer can be made. Also, include the military 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 employee 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 employees' 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 employee to acknowledge receipt of the notice and to accept or decline any offers.

**Section 11-5. Placement Action:**

1. The Agency will take positive action to assist employees affected by RIF or transfer of function to be placed within the Tennessee National Guard.

2. Placement assistance will also include contacts with other states, local federal activities and local governmental private employers.
3. Reemployment Priority List. A reemployment priority list must be maintained for tenure groups I and II employees separated in a RIF. Upon receipt of a specific notice of separation, employees 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 or intervening grades, step, or equivalent salary. Employees 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.

**Section 11-6. Appeals:**

1. A competing employee may appeal to the Adjutant General when he/she has received a specific notice of reduction in force and he/she believes that the Agency incorrectly applied the provisions of this contract article, applicable laws, rules and regulations.
  - (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, SSN, Position title, series and grade, position description control number (PDCN), and the place of employment.
  - (c) The appeal must clearly state the reason the employee believes the action affecting him/her is inappropriate and must show that the Agency 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 Agency may extend the appeal time limit when the employee indicates that he/she was not notified of a time limit and otherwise was not aware of it or that circumstances beyond his/her control prevented him/her from appealing within the time limit.
3. **Decision on Appeal:** The Adjutant General or his or her designee 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 employee. 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 employee's specific notice.
  - (c) Restore the employee to his/her former grade/pay level or one of like seniority, status and pay when the employee was reduced or separated improperly.
  - (d) Reimburse the employee for all pay lost as a result of any improper RIF action.

- (e) When an employee's appeal uncovers an error that does not change the outcome of the RIF, the Agency will correct the error without requiring restoration or recall of the employee or employees involved.

## ARTICLE 12

### Contracting Out of Work

**Section 12-1. Policy:** This article applies to contracting out work. It shall be the policy of the Agency to openly and fully discuss with the Labor Organization any review of a function for contracting out or consideration of contracting out of a new or revised function. The Agency agrees to take all reasonable actions to minimize the impact on employees when a function is contracted out. Affected employees will be reassigned and/or retrained to the maximum extent possible. Maximum retention of career employees shall be achieved by considering attrition patterns and restricting new hires.

**Section 12-2. Impact and Implementation (I &I) Bargaining:** When the Agency determines that certain services/activities are to be accomplished by contracting out to outside agencies; the Labor Organization will be provided the opportunity to participate in I&I bargaining. When a bargaining unit's position becomes vacant and to be filled by other than a bargaining unit position, the Labor Organization will be provided the opportunity to participate in I&I bargaining.

**Section 12-3.** This policy will not preclude the Agency from conducting contracting out functions that do not result in elimination of positions or impact the condition of employment of on-board employee.

## ARTICLE 13

### Disciplinary and Adverse Actions

#### Section 13-1. 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. 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. Subject to applicable law, rule and regulation, employees shall have the right to direct and/or fully pursue their private lives, personal welfare and personal beliefs without interference, coercion's or discrimination by the Agency so long as such activities do not conflict with job responsibilities. The Agency must establish a relationship between the employee's activity and its impact or effect on the efficiency of the Service.
3. The parties recognize that there are two types of employee actions that may be appropriate; i.e., informal action and formal action. Disciplinary action will be for the sole purpose of correcting offending employees and problem situations and maintaining discipline and morale among other employees. A supervisor should consider a closer degree of individual supervision and/or warnings to effect corrective action prior to undertaking a formal disciplinary action.
4. In order to be effective, constructive discipline must be timely. Disciplinary action must be initiated within a reasonable period of time after the offense becomes known to the individual's supervisor.

#### Section 13-2. Non-Disciplinary Action:

1. This type of action, including oral counseling and written admonishments, will consist of a counseling interview with the employee by his/her supervisor. The employee will be advised the specific infraction or breach of conduct and exactly when it occurred. The employee will have a labor organization representative present, if desired, and supervisor will advise the employee of this right prior to the interview. If the employee declines LO representation, they must sign the waiver (Appendix A) and a copy will be forwarded to the LO.
2. An oral admonishment is a written non-disciplinary action that notifies an employee to desist from a certain course of action. The supervisor will describe the offense in sufficient detail to enable the employee to understand why the admonishment is necessary. The employee may have a Labor Organization representative if so desired. The supervisor will advise the employee of this right prior to the questioning and presentation of the admonishment. If the employee declines LO representation, they must sign the waiver (Appendix A) and a copy will be forwarded to the LO.
3. Oral Admonishment interviews will be recorded on a memorandum for record (with employee receipt acknowledgement signature) and may not exceed three (3) months unless related to a recurring problem.
4. To protect the confidentiality of the records 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/ employees concerned and individuals to whom the employee has given written permission.
5. An appeal of a counseling/warning interview may be made through the negotiated grievance procedure. A successful appeal could cause any record of the counseling to be deleted.

**Section 13-3. Disciplinary Action:**

1. Disciplinary actions consist of a Letters of Reprimand. Even though these actions constitute formal discipline, suspension, reduction in grade and removal actions are considered adverse actions since they affect the pay of an employee.
2. Before disciplining an employee, the supervisor will gather all available facts and discuss them with the employee, informing the employee of the reason for the investigation. After considering the employee's response, the supervisor will then advise the employee if the discussion resolved the matter. If a letter of reprimand is decided upon the following procedure will apply.
  - (a) Letter of Reprimand will:
    - (1) Normally be signed by the appropriate supervisor and coordinated with HRO LRS for contract and regulatory compliance.
    - (2) The employee may have a Labor Organization representative if so desired. The supervisor will advise the employee of this right prior to the questioning and presentation of the letter of reprimand. If the employee declines LO representation, they must sign the waiver (Appendix A) and a copy will be forwarded to the LO.
    - (3) Describe the offense in sufficient detail to enable the employee to understand why the reprimand is necessary.
    - (4) Inform the employee that the letter will be filed as a temporary document with the supervisor and HRO LRS until a specific date. Retention period may not exceed twelve (12) months.
  - (a) An appeal of 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.
  - (b) If adverse action is decided upon the procedures in this article apply.
  - (c) Once the reference to a letter of reprimand is removed from the supervisor and HRO LRS' local file, it is to be regarded as never having occurred. References may not be made to the withdrawn record, and it may not be used or relied on to support any subsequent action.

**Section 13-4. Adverse Actions:**

1. Adverse Action is an administrative action that results in removal, suspension, or reduction in grade or compensation of any employee.
  - (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. The Agency 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 employee'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 Reviewing Official and obtaining approval of the HRO before issuing a proposed adverse action and original decision. The following, as required by applicable laws, rules, and regulations, will be the sequence of events for an adverse action:
- (a) Employees will be given at least a thirty (30) day notice of proposed adverse action, signed by the individual proposing the action. The employee or the representative will be given the opportunity to reply to the charges, in writing and/or in person, to the reviewing official.
  - (b) The employee will be given a Notice of Original Decision, signed by the Reviewing Official that will state the specific action being taken. The Notice of Original Decision will be issued within twenty (20) days of employee response or after the reply period has ended. Upon receipt of the decision, the employee has twenty (20) days to file for an appellant review by the Adjutant General or an Administrative Hearing conducted by a National Guard hearing examiner, but not both.
    - (1) Employees 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 employee requests a hearing, the HRO will submit a written request to NGB-HR for a list of examiners, from which the Adjutant General or his or her designee 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, within forty-five (45) days of the close of hearing to the Adjutant General. The Adjutant General will consider the recommendation when making the final decision. The Adjutant General will issue his decision within fifteen (15) days of receiving the hearing examiners decision. The Hearing Examiner's per diem and travel expenses will be paid by the employer.
  - (c) 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 (e).
  - (d) In the event of a disciplinary suspension or removal, the appellant will exhaust the review provisions provided for IAW applicable laws, rules and regulations, before the suspension or removal is effectuated, and the employee may at the Agency's discretion, remain in a pay status until a final determination is rendered. IAW applicable laws, rules and regulations states:

"The fact that an adverse action is being processed does not itself mean that the employee should not be allowed to continue performing his/her normal duties. If, however, there is reason to keep the employee away from his/her normal duties, management may detail the employee to other duties or, if necessary, indefinitely suspend the employee. NOTE:

There must be some event that will bring an indefinite suspension to an end, and that event must be explained in the proposed adverse action notice. When management determines that the employee's presence at the worksite may not be in the Government's best interest, the employee may be placed in a non-duty pay status for all or part of the time it takes to process the action."

**Section 13-5. Representation:**

1. Employees will be informed of their right to representation in accordance with 5 USC § 7114 (a)(3).
2. Any discussions pursuant to Section 3, with employees by representatives of the Agency, will be conducted in a private room.
3. When the person being interviewed, during an investigation, is accompanied by a LO representative, the role of the representative includes, but is not limited to the following rights:
  - (a) to clarify the questions;
  - (b) to clarify the answers;
  - (c) to assist the employee in providing favorable or extenuating facts;
  - (d) to suggest other employees who have knowledge of relevant facts; and
  - (e) to advise the employee.

**Section 13-6. Employee Right to Representation (Investigations):**

1. IAW 5 USC § 7114(a)(2)(B), Employees have the right to have a LO representative present at any examination by the Agency in connection with the investigation if:
  - (a) The employee reasonably believes that the examination may result in disciplinary action against the employee; and
  - (b) The employee requests representation.
2. If representation is requested, the investigative interview will be delayed for a reasonable amount of time until the employee's representation can be present.

**Section 13-7. Records:**

1. In any disciplinary action, an employee will, upon written request, be furnished a copy of all written documents in the Agency's files which contains evidence used by the Agency to support disciplinary or adverse action. Any such records 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, within a timely period, 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 will acknowledge that he/she knows that an entry was made, but in no circumstance may initialing the entry be considered as an agreement with the entry or an admission of guilt.

**ARTICLE 13**

**Appendix A**

**Advisement of Labor Organization Representation**

I, \_\_\_\_\_, have been advised of my right to Labor Organization Representation and decline such representation in accordance with Article 13, of the Collective Bargaining Agreement.

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Supervisor Signature \_\_\_\_\_ Date \_\_\_\_\_

## ARTICLE 14

### Merit Placement

**Section 14-1. Purpose:** To provide upward mobility for bargaining unit employees by giving full consideration to the on-board Employee work force. To provide procedures that will insure that each technician receives full consideration for all bargaining unit position vacancies for which they qualify. Agency officials have a special responsibility for seeing that violations do not occur either by error or design.

**Section 14-2. Objectives:**

1. This article will be used for filling bargaining unit vacancies that the Agency elects to fill in the excepted and competitive services of the Tennessee Army National Guard and will be used for all promotions.
2. To present for the Agency's consideration qualified applicants.
3. To give employees an opportunity to receive fair and appropriate consideration for higher-level jobs.
4. To insure maximum utilization of employees.
5. To provide an incentive for employees to improve their performance and develop skills, knowledge, and abilities.
6. To provide for upward mobility positions identified in the Upward Mobility Program.

**Section 14-3. Definitions:**

1. Promotion is the movement of an employee, while serving continuously within the same agency, to a position at a higher grade level within the same job classification system and pay schedule, or to a position with a higher rate of basic pay in a different job classification system and pay schedule.
2. Internal Placement: Changing of an employee from one position to another through the competitive process, but with limitations to those employees currently employed by the unit at the time of the advertisement of the position.
3. Rating Panel: The Agency's representatives that rate all applications in accordance with the criteria established by this article for the purpose of reducing the list of qualified applicants to five (5).
4. Selecting Official: As designated by the Position Management Officer.

**Section 14-4. Employees 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.

**Section 14-5. 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 employees entitled to grade retention as a result of RIF, reclassification, or a management directed reassignment to a position of an equal or lower grade.
3. Promotion when competition was held earlier (i.e. position is advertised with known promotion potential).
4. Re-promotion to the same grade or an intervening grade of a position from which an employee was demoted without personal cause and not at his/her own request, if the downgrading has occurred within two (2) years.
5. Trainees up to the full grade of the position if the trainee has received the position through previous competition.
6. Position changes required by the RIF article of this agreement.
7. Selection of a former employee 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 of 120 days or less.
9. Detail for less than 120 days to a lateral or lesser position.

**Section 14-6. Indefinite Positions:** An Indefinite appointment will normally be announced and filled using the procedures within this article.

**Section 14-7. Vacancy Announcement:** As a minimum, the vacancy announcement will contain the following information:

1. Title, series, grade, and salary range of the position.
2. Type of appointment - Title 32 Dual Status Military Technician or Title 5 National Guard Employee.
3. Military Requirements - applicant does not have to be assigned to the position or possess the MOS to apply or be considered for selection. Compatibility and MOS, if required.
4. Summary of duties and specialized qualification requirements.
5. Organization and geographical location of the position.
6. Information regarding known, promotional potential, if any.
7. Opening and closing dates and how to apply.
8. Equal employment opportunity statement.

9. The Supplemental Information (Competencies) by which applicants will be rated for the position.
10. Whether or not developmental.
11. Areas of consideration.
12. Selection Placement Factors: Any special job requirements, i.e., driver's license.
13. Security clearance.
14. A notification of required documentation needed for selection consideration and addresses the supplemental information (Competencies).

**Section 14-8. Vacancy Posting:** All vacancy announcements will be posted for a minimum of fifteen (15) calendar days, in a central location within each of the major work facilities, a Notice may be placed on all official permanent bulletin boards stating the location of posted vacancy announcements and a point of contact for obtaining copies of announcements. The Labor Organization President will be provided a copy of all announcements. The Labor Organization President will be notified of all vacancy announcements that are rescinded.

**Section 14-9. Area of Consideration:** Areas of Consideration for all bargaining unit vacancies (T32 military technicians/ T5 National Guard employees):

1. Area 1: All Permanent employees (T32 military technicians/ T5 National Guard employees) of the Tennessee National Guard, who meet qualification standards.
2. Area 2: All qualified members of the Tennessee National Guard.
3. Area 3A: All qualified applicants eligible for membership in the Tennessee National Guard (T32 military technician vacancies ONLY).
4. Area 3B: All qualified applicants, currently employed by the Federal government (T5 National Guard employee vacancies ONLY).
5. Area 4: All qualified applicants, previously employed by the Federal government, eligible for re-employment (T5 National Guard employee vacancies ONLY).
6. Area 5: All other qualified applicants Statewide (T5 National Guard employee vacancies ONLY).

**Section 14-10. Application Procedures:** The document by which the individual's qualifications for the position is determined that it must, therefore, reflect, the applicant's current and past employment history as well as all duty assignments, qualifications, and training. Complete and accurate data is essential to insure fair evaluation of candidates. APPLICANTS MUST SPECIFICALLY ADDRESS THE BASIC ELIGIBILITY FACTORS (WHICH INCLUDE GENERAL AND SPECIALIZED EXPERIENCE) AND THE SUPPLEMENTAL INFORMATION (COMPETENCIES) AS STATED ON THE VACANCY ANNOUNCEMENT. Along with the application form discussed below, supplemental forms that show all of the candidates' qualifications may be submitted. Applications will be submitted as follows:

1. The applicant must apply using USA Jobs website or faxing to OPM as identified on the announcement. A resume is required to be submitted with the application in all circumstances and any required documentation specified on the job announcement.
2. Employees scheduled for TDY may notify their supervisor in writing of their temporary address and request job vacancy announcements, be forwarded to them with appropriate application forms.
3. Lateral requests are also submitted by using the USA Jobs website or through HRO by memorandum.

**Section 14-11. Time Limits:** The selection process including the rating and ranking panel, will be concluded normally within one-hundred eighty (180) calendar days after the vacancy announcement closing date.

**Section 14-12. Establishment of Supplemental Information (Competencies):** Supplemental Information (Competencies) 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 Competencies.

**Section 14-13. Processing Applications:**

1. The HRO will ascertain that only applications received in HRO prior to the closing date will be considered. The HRO will evaluate the application to determine that the applicant meets the basic qualifications of the advertised position. Competencies are used in the rating and ranking process-not to determine basic eligibility.
2. If there are more than seven (7) qualified applicants, the HRO will appoint a rating panel for the purpose of rating the candidates to determine the seven (7) better qualified candidates. In the event there are seven (7) or less qualified candidates, the HRO will provide the selecting supervisor with the application and selection certificate. This matter may be reopened at 18 months by either party. At 18 months the parties will conduct a survey of managers, supervisors, and bargaining unit employees concerning use of interviews and the use of rating and ranking panels; town meetings also may be held.

**Section 14-14. Rating Panel:** Rating panels shall be established for the purpose of rating and ranking candidates for the position requiring a rating panel.

1. The rating panel will consist of a minimum of two (2) members and preferably 3 (three). HRO representatives will serve as a non-rating advisor to the rating panel. Rating panel members will be appointed by letter.
2. To avoid the appearance of a conflict of interest, the selecting official should not serve as a member of a panel convened for the purpose of rating or ranking candidates for vacancies within his/her area. Candidates for the promotion vacancy cannot serve on the rating panel.
3. When required by section 13 (b), a rating panel will be convened as a body at a time and place, as designated by the HRO, for all position vacancies, for the purpose of rating candidates.

**Section 14-15. Referral of Candidates:** Following the evaluation of candidates, the HRO will refer the seven (7) better-qualified candidates to the selecting official. Applications and supporting documents submitted by those candidates will also be forwarded to the selecting official.

**Section 14-16. Supervisor/HRO Responsibilities:**

1. The Supervisor will notify the individuals on the certificate of the selection.
2. HRO will notify candidates that were not placed on the referral certificate.
3. HRO/Supervisor will arrange a release date of selectee.
4. The HRO will notify candidates as to the reason for any delay.
5. When the selecting official non-selects the entire promotion certificate, the supervisor will ensure the justification is provided to HRO.

**Section 14-17. Release of Selectee:** After selection for promotion/placement, employees must be released promptly from their present position. 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.

**Section 14-18. Records Required:** 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 employee vacancies are being made on a fair and equitable basis in accordance with this article.

1. The following records are to be maintained in the HRO:
  - (a) Copy of the vacancy announcement.
  - (b) Copy of all applications and attached documents.
  - (c) Forms used in the evaluation and rating process.
  - (d) Copy of Selection Certificate.
2. Records are to be maintained for minimum of two (2) years. If a grievance is pending, records will be maintained until resolution.

**Section 14-19. Grievances:**

1. An employee who believes that proper procedures were not followed in a particular placement action for which they were an applicant may present a grievance under the grievance procedure agreed to in this contract. A grievance will not be considered when it is based solely on non-selection.
2. The Agency upon request will allow the Labor Organization access to the promotional material utilized in assessing the qualifications of the eligible candidates in an alleged or formal grievance action. Confidentiality of promotion, material will be maintained by the Labor Organization.

**Section 14-20. Comprehensiveness:** This article is designed to provide for the selection of bargaining unit positions in the most common type promotion opportunities that will occur. There may be unusual cases presented. In this event, the Labor Organization and LRS will review these situations.

**Section 14-21. Inquiries:** Should a non-qualified employee wish to know the possible reason(s) for non-qualification; they may request an administrative review of their rating.



## ARTICLE 15

### Services and Facilities

**Section 15-1. Bulletin Boards:** The Labor Organization will be provided bulletin board space in all facilities and they will be specifically designated for Labor Organization use only. Labor Organization will post a list of elected Labor Organization Officials and work numbers in all work areas. Items placed on such bulletin boards will be kept in an orderly manner.

**Section 15-2. Internal Distribution:** The internal distribution mail system may be used by the Labor Organization under the following conditions:

1. The utilization of the internal distribution system must not violate any law or regulation;
2. Material to be distributed will be placed in an appropriate receptacle provided by the Employer for that purpose.

**Section 15-3. Break Areas:** Break areas will be provided in facilities where space is available.

**Section 15-4. Office Space:**

1. The Labor Organization will be provided office space, for exclusive use by the Labor Organization, where it may keep files, where its Executive Council may meet during non-duty hours and where individual grievances can be heard during the normal workday. The size, location, and conditions of usage will be determined by mutual agreement. Furnishings presently in existing Labor Organization office shall continue to be made available for the use of the Labor Organization.
2. Other space will be made available, where practical, for larger meetings of the Labor Organization that may be attended by personnel not on duty. The Labor Organization normally will request use of this space three (3) days prior to expected date of usage.
3. At the option of the Labor Organization, commercial telephones may be installed in the Labor Organization office and the Labor Organization President's place of work. All cost shall be borne by the Labor Organization.
4. The Labor Organization shall be afforded the opportunity to screen excess office furniture and utilize available furniture and equipment.

**Section 15-5. List:** Agency agrees to furnish to the Labor Organization at least monthly, an up-to-date list of each employee in the Unit reflecting name, position title and number, and official duty station at no cost to the Labor Organization. Upon request the Agency agrees to furnish the LO with the manning document.

**Section 15-6. Policy:** The Agency agrees to make available to the Labor Organization and Employee OPM publications such as the Federal Personnel Manual (PPM), PPM Supplements, and Classification Standards. The Agency will provide the Labor Organization with one (1) copy of all current and future agency and activity policy directives, regulations, etc., relating to Labor Organization employees and their working environment and one (1) copy of all agency and/or activity instructions or reports appropriate to affecting the Labor-Management Relations Program. The Agency agrees to place the

Labor Organization on distribution for all pertinent Employee Personnel Regulations and assure that additional policies and directives of the agencies (NGB and OPM) are made available during normal duty hours.

**Section 15-7.** Access to copy machines shall be made available to appropriate Labor Organization representatives when it does not interfere with normal operations, all copies will be logged. This provision does not include internal Labor Organization business. The Agency further agrees if 25 or more copies are needed it will be furnished by the HRO office.

**Section 15-8. Communication:** Telephone service will be provided by the Agency. The Labor Organization is responsible for its own long distance calls outside the state.

## ARTICLE 16

### Dues Withholding

**Section 16-1. Withholding Form:** The SF 1187 for dues deduction will be supplied by the Labor Organization and will be used as the authorization of payroll deduction for dues.

**Section 16-2. Processing:** The completed SF 1187 will be sent to the Employee Customer Service Representative by the Labor Organization.

1. The SF 1187 will be completed and certified as to the amount of withholding (.007 of base pay) and that the member has been advised of the contents of the form, and the individual's earliest date of dues revocation will be annotated on the form and initialed by the individual.
2. The SF 1187 may be submitted at any time. The effective date for withholding will start the first pay period beginning after the submission of the form to the Employee Customer Service Representative. Adjustments to dues allotments will occur within two (2) pay periods from the date the member's rate of base pay changes.
3. An allotment shall be terminated by submission of an SF 1188 when the employee leaves the bargaining unit as a result of any type of separation, transfer or other personnel action; upon loss of exclusive recognition by the Labor Organization; when the agreement providing for dues withholding is suspended or terminated by an appropriate authority outside DOD; or when the employee has been suspended from the Labor Organization.
  - (a) When an employee is temporarily promoted or detailed to a position outside the bargaining unit, the Agency agrees to notify the individual of the employee's responsibility for submitting a new SF 1187 in order for the employee to have dues withholding reinstated upon return to the bargaining unit.
  - (b) The Labor Organization agrees to provide the HRO with SF 1187s to be used for this purpose.
  - (c) It is the individual's responsibility to maintain dues allotment, if the employee so desires, in order to protect Labor Organization associated insurance, or other Labor Organization benefits.

**Section 16-3. Dues List:** A list in two (2) copies 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 Military employees within the bargaining unit 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 (1) copy of the listing will be forwarded to the mailing address as designated in writing by the Labor Organization.

**Section 16-4. Dues Revocation:** The Agency agrees to provide the Labor Organization with copies of the SF 1188 for use in revoking dues allotments. These forms will also be available from the CSR at USPFO to those individuals wishing to revoke their dues withholding.

1. The individual will submit the completed SF 1188 into the Employee Customer Service Representative.
2. The first day of the pay period from the date of the SF 1188 shall be the dues revocation date established by this agreement. All dues revocation must be received by the CSR by the effective date of such revocation will be made not less than one (1) year following initiation of SF 1187.
3. All dues revocation forms must be received by the Employee Customer Service Representative not later than 15 August. The first day of September shall be the annual dues revocation date established by this agreement. Dues revocation shall not become effective until the first full pay period in September.
4. New members shall have the option of dues revocation on the first annual anniversary date after the employee's election to participate. Dues revocation form must be submitted to the Employee Customer Service Representative not later than the last working day 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 section 4(c) above.

## ARTICLE 17

### Injury Compensation

**Section 17-1.** Employees are entitled to benefits under applicable Titles 5 and 18 of the United States Code as all other Civil Service employees.

**Section 17-2.** It is agreed that an employee must submit a written notice of injury to his immediate supervisor immediately, but in no case not later than thirty (30) days after an on-the-job injury. An injured employee will be required to file a written claim for disability compensation within three (3) years after the injury before he may be paid compensation.

**Section 17-3.** The time requirements of Section 2 may be waived provided there is a reasonable acceptable cause given.

**Section 17-4.** An employee injured on the job will be placed on administrative leave for the remainder of the day on which the injury was sustained. If the employee is unable to continue work because of an on-the-job injury, he/she or someone acting on his/her behalf must file a CA 1 within two (2) working days to be placed on administrative leave for up to forty-five (45) days, if he/she has a traumatic disabling injury. He/she may elect to be placed on sick leave, annual leave or leave without pay while the claim is awaiting adjudication by Bureau of Employees' Compensation, U.S. Department of Labor. If the determination is made the injury results in temporary total disability, the employee may elect to take sick leave or annual leave, or both, to avoid possible interruption of income. If he/she does, and his/her claim for compensation is subsequently approved, he/she may arrange to buy back the leave used and have it reinstated to his/her account, and receive compensation from the Bureau of Employees' Compensation in accordance with applicable regulation. The compensation to which he/she is entitled would pay a part of the buy-back cost and the employee would have to pay the balance.

**Section 17-5.** Upon employment, employees will be informed of their rights and benefits under the Federal Employees Compensation Program and will be provided with OWCP card outlining benefits under Workmen's' Compensation.

**Section 17-6.** When an employee suffers an industrial illness, or is injured in the performance of his/her duties, the Agency will provide counseling through his/her supervisor and the HRO with regard to the rights and benefits of the employee under the Federal Employees Compensation Program.

**Section 17-7.** An employee's injury compensation file will be available for review by the employee or his/her representative upon specific release by the employee and subject to restrictions regarding the disclosure of medical information.

## ARTICLE 18

### Negotiated Grievance Procedures and Arbitration

**Section 18-1. General:** Employee within the bargaining unit are required to use the 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 employee 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 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 the interpretation of the meaning or intent of the agreement from representative of the negotiating teams.

**Section 18-2. Definitions:** A grievance is:

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

**Section 18-3. 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.

**Section 18-4. Exclusions:** The negotiated grievance procedure contained in this Article does not apply with respect to any grievance concerning the following matters which are expressly excluded from this grievance and arbitration procedure:

1. any claimed violation of Subchapter 111 of Chapter 73 of this Title of 5 U.S.C. (relating to prohibited political activities);
2. retirement, life insurance or health insurance;
3. a suspension or removal under para 7532 of Title 5 USC (National Security);
4. any examination, certification, or appointment; or
5. the classification of any position which does not result in the reduction in grade or pay of any employee

6. The provisions of 32 USC 709e (Adverse Actions and RIF Appeals) are expressly excluded from the grievance and arbitration procedure.
7. Non-selection for appointment or promotion from among properly ranked and certified candidates for promotion.
8. The termination of a temporary, indefinite probationary or trial period employee except in cases of unlawful discrimination.
9. An EEO complaint.

**Section 18-5. Exclusive Procedures:** The Agency and the Labor Organization agree that the negotiated procedure is the exclusive procedure available to the Labor Organization the employee(s) in the bargaining unit for processing of any grievance.

**Section 18-6. Employee Rights:** All technicians have the right to present their grievances to the appropriate agency 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.

**Section 18-7. Grievance File:** A grievance file will be maintained by the HRO.

**Section 18-8. Presenting a Grievance:**

1. A grievance must be presented using the agreed to grievance form which is included as part of this article.
2. 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.
3. 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 provision of this agreement. In this instance, 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.

**Section 18-9. Official Time:** A reasonable amount of official time, without charge to leave, will be afforded in accordance with the following:

1. To the employee to discuss, informally, with his/her first line supervisor and/or their Labor Organization representative, any dissatisfaction the employee may have.
2. To a Labor Organization representative to discuss informally or formally with the appropriate Agency official any complaint the Labor Organization may have concerning matters under this agreement.
3. To the employee and the designated Labor Organization representative for preparing and presenting the grievance at all levels.

**Section 18-10. Informal Grievance:**

1. It is agreed that settling of problems will be accomplished verbally before becoming formal. At this informal stage, the employee and the representative should meet the supervisor/manager concerned and attempt to resolve the issue(s) that caused the grievance. This step is encouraged by both the Agency and the Labor Organization.
2. If a settlement cannot verbally be agreed to, the formal procedure will be utilized.

**Section 18-11. Formal Grievance:**

**Step 1.** A grievance will be formally presented not later than forty-five (45) calendar days after the incident took place or the individual becomes aware of the events that constitute the grievance, whichever is later. The written grievance will include a detailed statement of the problem, a clear statement of the remedial action or relief sought, and the signature of the employee and his/her designated Labor Organization representative if he/she chooses one. The grievance will be prepared in writing and submitted to the Facility Commander/Director. The Facility Commander/Director will provide a determination of settlement, in writing, to the individual and the Labor Organization within fifteen (15) calendar days.

**Step 2.** If the grievant is dissatisfied with the settlement offered at step one, an appeal may be made to The Adjutant General within fifteen (15) calendar days. A decision, in writing, will be rendered within ten (10) work days to the grievant and the Labor Organization.

**Section 18-12. Labor Organization Grievance:** Labor Organization initiated grievances will name the Director as respondent. The Labor Organization agrees to consider an attempt to informally resolve the grievance at an appropriate level prior to formal presentation. The following procedures will be utilized for all Labor Organization grievances:

**Step 1.** The grievance will be prepared in writing and submitted to the Director. The event(s) leading to the grievance will be discussed with the Director at the time of the presentation of the grievance. An information copy of the grievance as received will be forwarded to the HRO. The Director will provide a decision, in writing, within fifteen (15) calendar days, to the Labor Organization Chapter President.

**Step 2.** If the Labor Organization is dissatisfied with the decision of the directors and appeal will be forwarded to TAG within fifteen (15) calendar days. If TAG does not sustain the grievance, the reason(s) in writing will be provided to the Labor Organization within ten (10) working days.

**Section 18-13. Right to Information:** Upon request and subject to law, rule or regulation the Agency will supply the Labor Organization with any investigation reports and/or documents used in the original action when denying a grievance. This is to insure the Labor Organization has all the necessary information for a determination to invoke or not invoke the provisions of Section 18-14.

**Section 18-14. Arbitration Procedures:**

1. Arbitration may be used to settle unresolved grievances.
2. Only the Labor Organization or the Agency 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.

**Section 18-15. 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 this 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 dully selected to hear the grievance. The parties agree that if the selected arbitrator is unavailable to hear the grievance within thirty (30) days the parties may select a new arbitrator using the above procedures. If either party fails to participate in the selection process, the arbitration action will precede with the requesting party accomplishing the selection. If either party should refuse to participate in the hearing, an Ex Parte hearing may be held.

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

**Section 18-16. Arbitration Expenses:** Expenses incurred for the arbitration will be shared equally by the Agency and the Labor Organization.

**Section 18-17. Date and Location:** The arbitration hearing shall be held on a date and at a location mutually agreed upon by parties.

**Section 18-18. FLRA Exceptions:** The parties understand the Federal Labor Relation authority has promulgated regulations providing for filing of exceptions to an arbitrator's award. The period for filing of exceptions is not later than thirty (30) days from the date the award is served on the parties. The date of service is the date the arbitration award is deposited in the U.S. mail or is delivered in person. It is understood that if no exceptions to an award are filed during this thirty (30) day period, the award shall be final, binding and effective on the thirty-first (31) day.

**Section 18-19. Compliance:** Certificate of compliance with decision of the arbitrator, to include corrective action where appropriate, shall be provided to the other party as soon as practical.

**ARTICLE 18**

**Appendix A**

**Grievance Form**

<b>1. DATE:</b>	<b>2. GRIEVANT'S NAME:</b>	<b>3. POSITION:</b>
<b>4. SHOP/ OFFICE:</b>		<b>5. DUTY PHONE:</b>
<b>6. GRIEVANCE PRESENTED TO:</b>		<b>7. DATE OF INCIDENT:</b>
<b>8. HOME ADDRESS:</b>		<b>9. HOME PHONE:</b>
<b>10. CONTRACT/ REGULATION REFERENCE: (or others if required)</b>		
<b>11. DETAILS OF GRIEVANCE: (attach separate sheet(s) if required) State in detail the incident/action on which this grievance is based, providing names, dates and locations, to include names, addresses and phone numbers of witnesses, if any and as applicable)</b>		
<b>12. RESOLUTION REQUESTED: (be specific, attach separate sheet(s) if required)</b>		
<b>13. GRIEVANCE STEP: (initial, date and attach previous decisions)</b>		
<b>Informal</b>	<b>Step 1</b>	<b>Step 2</b>
_____	_____	_____
<b>Date</b>	<b>Date</b>	<b>Date</b>
		<b>ARBITRATION</b>
		<b>YES                  NO</b>
<b>14. UNION REPRESENTING GRIEVANT SIGNATURE:</b>		<b>15. UNION NOT REPRESENTING GRIEVANT SIGNATURE</b>
<b>16. REPRESENTATIVE (Union Official or Other)</b>		
<b>17. RECORD OF RECIEPT (Supervisor at Each Step – Signature and Date)</b>		
<b>STEP 1</b>	<b>DATE</b>	
<b>STEP 2</b>	<b>DATE</b>	

**GRIEVANT WILL COMPLETE ITEMS 1 THROUGH 12 AND 14 OR 15**

## ARTICLE 19

### Details

**Section 19-1. Temporary Assignment:** A detail is the temporary assignment of an employee to a different position for a specified period. Detailing to positions or work assignments requiring higher or different skills will be based on a valid need as determined by appropriate authority and will be consonant with appropriate regulations, with the employee returning to his/her regular assignment at the conclusion of the detail.

**Section 19-2. Manpower Shortages:** The detail method may be used to meet Agency needs occasioned by such factors as abnormal workload, changes in mission or organization, or unanticipated absences, pending authorization and classification of new positions or other types of manpower. Needs that cannot be met by normal personnel replacement actions.

**Section 19-3. Rotation:** The detail procedure will not become a device to afford some employees an undue opportunity to gain qualifying experience unless the detailed employee was selected through merit promotion procedures.

**Section 19-4. Personnel Actions:** All details will be reported on the appropriate forms and maintained as a record in the Official Personnel Folder. In turn, the employee will be provided a copy of the SF 50/52 affecting such detail.

**Section 19-5. Additional Duties:** Employees must also be aware that from time to time, they may be required to perform duties other than those reflected as principle duties. Consequently, position descriptions contain a statement 'performs other duties as assigned'. These assignments should be reasonably related to the employee's position and/or qualifications. However, an employee may be assigned to unrelated additional duties when this assignment is necessary to appropriately accomplish the mission. Distribution of additional duties will be made among employees of a particular skill in an equitable manner as determined by the supervisor to cause the least disruption of work and the least interruption to the mission. In no case will additional duties be assigned an employee as punishment.

**Section 19-6.** The Agency will in their best judgment ensure the assignment of extra, duties is done in a fair and equitable manner, consideration shall be given to excusing an employee from an assigned extra duty if a qualified volunteer is available.

**Section 19-7.** Employees detailed to transport incarcerated non-employees on work release will not be responsible for their actions.

**Section 19-8.** Employees detailed to self-help projects shall have any required certifications or licenses required for the task, plumbing, electrical, etc.

## ARTICLE 20

### Job Descriptions

**Section 20-1. Job Description Change:** Whenever formal action is initiated locally to significantly modify the scope of work of any position in the bargaining unit that could result in a grade change, the proposed changed job description will be submitted to the Labor Organization.

**Section 20-2. Job Classification Complaints and Appeals:** Any employee in the bargaining unit who feels that he/she is performing duties outside the scope of work that may affect classification, may request, through the immediate supervisor, that the job description be reviewed. The Agency shall conduct an audit of the employee's duties and responsibilities to determine the proper description. During the audit, the Agency's representative shall discuss the audit with the employee and supervisor. Upon completion of the audit, the finding shall be discussed with the employee. If a satisfactory solution to the employee's complaint is not reached, the employee may proceed as follows:

1. If the duties and responsibilities outlined in the job description are not correct in accordance with the position description, the employee may file a grievance under the negotiated grievance procedures to have the position description corrected.
2. If the position description is correct and the classification is not correct, the employee may appeal the classification as follows:
  - (a) Wage Grade employees may appeal their grade through the agency or the Office of Personnel Management (OPM). If the agency's decision is not favorable, it may then be taken to OPM.
  - (b) General Schedule employees may appeal their grade through the agency or the Office of Personnel Management (OPM). If the agency's decision is not favorable, it may then be taken to OPM.

## ARTICLE 21

### Orientation of New Employees

**Section 21-1.** All new employees shall be informed by the Agency that the Labor Organization is the exclusive representative of employees in the bargaining unit. Each new employees shall receive a copy of this Agreement from the Agency, together with a list of the officers and representatives of the Labor Organization, provided this list is furnished by the Labor Organization.

**Section 21-2.** The Steward that represents a newly hired employee shall meet with him/her within two (2) weeks of hire, to brief new employee on labor/management agreement during normal duty hours, normally not to exceed thirty (30) minutes.

**Section 21-3.** All new and rehired employees in positions included in the bargaining unit shall be informed by the Agency of the LO's exclusive recognition status under 5 USC Chapter 71 and their right to join or refrain from joining the LO. The Agency will notify the LO of new bargaining unit employees prior to orientation.

## ARTICLE 22

### Awards and Recognition

**Section 22-1. General:** The Awards and Recognition System is designed to motivate employees to increase productivity and creativity and to achieve greater efficiency, economy, and improvement of operations. It provides a method for rewarding those whose job performance and ideas are substantially above normal job requirements and performance standards, and provides for consideration of performance contributions throughout the workforce. The recognition system is supported by all levels of management, and will be administered in a fair, objective, timely and equitable manner. The recommendation for an award will be determined by the initiating supervisor.

**Section 22-2. Awards Categories:** (See TPR 451 for explanation, or subsequent CNGBI)

1. Cash Awards
2. Time-Off Awards
3. Honorary Awards
4. Informal Recognition
5. Suggestion or Invention
6. Superior Accomplishment, Productivity Gain or Other Personal Effort
7. Special Act or Service
8. Performance
9. Length of Service and Retirement

**Section 22-3. Nomination:** Any employee having direct knowledge of a special act or service resulting in savings and/or benefits to the employee/agency may recommend awards to the appropriate supervisor for submission in accordance with applicable laws, rules and regulations.

**Section 22-4. Incentive Awards Committee:** Incentive Awards Committee will be established by the Agency and will serve all employees in the state.

**Section 22-5. Time-Off Awards:**

1. The TIME OFF Award Program is defined as an excused absence granted to employees without charge to leave or loss of pay for recognition of a special act/service or other personal effort that contributes to quality, efficiency, or economy or government's operations. The act/service may or may not be within the employee's normal job requirements.
2. All employees are eligible for the Award, but must be current on their performance evaluations (i.e., plan, interim and/or appraisal) and must have earned a minimum score of three (3) on their last annual appraisal. Employees may be granted up to forty (40) hours for a single contribution, but not more than eighty (80) hours during any one calendar year (1 Jan - 31 Dec).

Each occurrence of a time off award will be recorded separately with an associated effective date. Numbers of hours for the award will be entered in Item 1 of SF 52 (i.e. 8 hour time off award).

**Section 22-6. Reports:** The Chapter President will be furnished a report quarterly of BU employees which will include the number and type of awards given.

## ARTICLE 23

### Equal Employment Opportunity

**Section 23-1.** Any employee 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 contracting a designated EEO counselor for that specific area of the occurrence.

**Section 23-2.** An employee must present an alleged complaint of discrimination to an EEO counselor within forty-five (45) days of the incident or personnel action that the employee believes to be discriminatory. If an employee chooses to present an EEO complaint to a Labor Organization Official, time limits are not stopped and remain in effect for obtaining an EEO counselor. If an employee decides to file a formal complaint of alleged discrimination after counseling by an EEO counselor, it can only be filed under the applicable EEO laws and regulations. An employee can choose to be represented in an EEO complaint by a person of their choosing in accordance with applicable regulations. The Labor Organization may request information concerning an EEO case if accordance with the provisions of the Privacy Act and the Freedom of Information Act.



## ARTICLE 24

### Wage Surveys

**Section 24-1.** The Agency recognized the value of the contributions that can be made by its employees in developing wage policies and in conducting wage surveys, and will continue to seek the benefits which accrue from keeping the employees informed on wage matters. Opportunity will be afforded the Labor Organization to make comments, suggestions, and recommendations pursuant to the development of wage policy.

**Section 24-2.** The Agency agrees to notify the Labor Organization after receipt of a notification of a pending wage survey from DOD.

**Section 24-3.** When requested to do so by the Area Wage Survey Committee, the Agency will notify the Labor Organization and the Labor Organization will nominate Labor Organization representatives to serve as data collectors of the Area Wage Survey Committee on the basis of their qualifications to assist in the collection of wage data. It is agreed that due consideration will be given to selecting bargaining unit members who have a job experience and who meet the necessary qualifications as data collectors, outlined in the National Guard Bureau instructions.

**Section 24-4.** In the event the Tennessee National Guard is not the Lead Agency, representatives of the Labor Organization shall, in any event, be afforded time to meet with and discuss overall survey concerns with personnel conducting the survey.

## ARTICLE 25

### Environmental Differential/Hazardous Duty Pay

**Section 25-1.** The Agency and Labor Organization should have as its objective the elimination or reduction to the lowest level possible of all hazards, physical hardships, and working conditions of an unusually severe nature. Then the agency action does not overcome the unusually severe nature of the hazard, physical hardships, or working conditions, environmental differential/ hazardous duty pay may be authorized.

**Section 25-2.** Premium and differential pay shall be paid in accordance with applicable Law, Rule, or Regulation and this agreement.

**Section 25-3.** Nothing in this section shall preclude negotiations through the collective bargaining process for:

1. Determining the coverage of additional local situations under appropriate categories in the CFR categories to local work situations. Appendix A of this Article may be used to determine whether a local work situation is covered under an approved category, even though the work situation may not be described under a specific illustrative example.
2. Determining additional categories not included in the CFR for which environmental differential is considered to warrant referral OPM for prior approval as in (2) above. For example, labor and the Agency may negotiate locally whether to submit a joint request for new environmental differential category or a different percentage differential for an existing category to OPM through either of their respective headquarters.

## ARTICLE 25

### Appendix A

In Accordance with 5 CFR § 532.511. Environmental Differentials:

1. Entitlements to environmental differential pay.
  - (a) In accordance with section 5343(c)(4) of title 5, United States Code, an employee shall be paid an environmental differential when exposed to a working condition or hazard that falls within one of the categories approved by the Office of Personnel Management.
  - (b) Each installation or activity must evaluate its situations against the guidelines issued by the Office of Personnel Management to determine whether the local situation is covered by one or more of the defined categories.
2. Amount of environmental differential payable.
  - (a) An employee entitled to an environmental differential shall be paid an amount equal to the percentage rate authorized by the Office of Personnel Management for the category in which the working condition or hazard falls, multiplied by the rate for the second step of WG-10 for the appropriated fund employees and NA-10 for the non-appropriated fund employees 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) An employee entitled to an environmental differential on an actual exposure basis shall be paid a minimum of one hour's differential pay for the exposure. For exposure beyond one hour, the employee shall be paid in increments of one quarter hour for each 15 minutes or portion thereof in excess of 15 minutes. Entitlement begins with the first instance of exposure and ends one hour later, except that when exposure continues beyond the hour, it shall be considered ended at the end of the quarter hour in which exposure actually terminated.
  - (c) An employee entitled to an environmental differential on the basis of hours in a pay status shall be paid for all hours in a pay status on the day on which he/she is 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 environmental differential pay 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 environmental differential shall not exceed the number of hours of duty performed by the employee on the day of exposure except as required by paragraph (b)(3) of this section.
3. Basic pay. Environmental differential pay is part of basic pay and shall be used to compute premium pay (pay for overtime, holiday, or Sunday work), the amount from which retirement deductions are made, and the amount on which group life insurance is based. It is not part of

basic pay for purposes of lump-sum annual leave payments and severance pay nor is its loss an adverse action.

4. The schedule of environmental differentials is set out as appendix A to this subpart and is incorporated in and made a part of this section.

## ARTICLE 26

### Distribution of Collective Bargaining Agreement (CBA)

**Section 26-1.** The Agency shall bear the expense and make prompt distribution of copies of the Agreement and any Amendments, to all employees in the bargaining unit and to any new employee thereto. In addition, three (3) printed copies and one digital copy shall be furnished to the Labor Organization. These copies will be furnished at no cost to the Labor Organization.

**Section 26-2.** The Agency and the LO shall agree to any artwork on the cover of the LMA prior to printing. The contract will be printed on the eight and one-half (8-1/2) by eleven (11) inch paper.

## ARTICLE 27

### Performance Appraisal System

**Section 27-1. Introduction:** The Agency and the Labor Organization recognize the vital nature of the performance evaluation system. The effectiveness of the performance evaluation system is the combined responsibility of the employee and their supervisor. The parties agree that the appraisal process is more than a once a year meeting during which performance is evaluated during the appraisal period. Employees will be periodically informed as to how they are performing in relation to the written performance standards. Thus the final appraisal should not be a surprise to the employees.

#### **Sections 27-2. Appraisal Period:**

1. Employees will be given a performance appraisal annually. The established appraisal period is 1 April through 31 March. The performance appraisal will normally be given in April each year.
2. A minimum of 90 days supervision is required before a performance appraisal can be rendered.
3. When a major change (a change in any critical element) to the job standard occurs within ninety (90) days before the anniversary date, the performance appraisal will be delayed to accommodate the 90 day requirement.
4. Closeout Assessment. A supervisor shall complete the appraisal process when it is known the supervisor will cease to exercise duties related to monitoring, developing and rating employee performance (due to job change, extended absence, retirement etc.) for such employees. This condition may result from a job change by either the supervisor or the technician.

#### **Section 27-3. Responsibilities:**

1. **Supervisors:** Should meet with each employee within thirty (30) days of appointment to a position to establish performance standards and critical elements. The performance standards should be developed from the official position description for the position in question and should be based on normal organizational requirements pertinent to the incumbent's employee duties and responsibilities. Performance standards shall be reasonably related to the duties set forth in the position description. The employee will have the opportunity to provide input to the development of the performance standards and critical elements. Employees will be provided with information as to what the Agency expects of them in order to meet the requirements of the performance plan.
  - (a) The supervisor with employee "participation" will establish performance standards and critical elements that are an accurate reflection of duties to be performed and then sign and date the performance standard and critical elements form.
  - (b) Will meet semi-annually with each bargaining unit employee to provide progress reviews. The purpose of the meetings is to exchange information concerning the performance of the employee as compared to the established performance standard since the time of the preceding review meeting. At each progress review meeting, the employee will be informed of the level of performance, which the employee has demonstrated in each element since the previous progress review meeting. Additional questions that may arise relating to the

performance appraisal system may be raised by employee at any time. All progress review sessions will be recorded in the MyBiz+ "MyPerformance" performance appraisal system. The employee will acknowledge to indicate that he/she is aware that the entry was made.

- (c) Use only the established performance standards to appraise the employee's performance.
  - (d) An employee who has been placed in an OWCP light duty status in excess of sixty (60) days will have a performance standard developed for these duties and documented on the employee's performance appraisal. A performance appraisal will only be initiated when the employee has been assigned these duties in excess of ninety (90) days.
  - (e) Items of a disciplinary nature that do not relate to the employee's performance standard will not be used as part of the performance appraisal. Only actions and performance during the preceding twelve (12) month period under consideration will be evaluated by a employee's supervisor. In applying standards, Performance Evaluations will not be negatively affected by factors beyond the employee's control.
2. **Employees:** Participate and provide input in the development of performance standards and critical elements for their position. Advise their supervisor when there is a need to revise the performance standards and critical elements at any time during the appraisal period. May request to meet with their supervisor during the rating period to review their performance as compared to established standards.

**Section 27-4. Procedures:**

- 1. Upon request the supervisor will provide the employee with his/her PD.
- 2. At the conclusion of the counseling (i.e., performance plan, interim review, etc.) the employee will acknowledge the counseling digitally within the "MyPerformance" tool. Performance below the fully acceptable level for the critical job element requires remedial action and may constitute a denial of a within grade increase. It may be the basis for removal, reassignment or reduction in grade level of the employee.

**Section 27-5. Appeals:** Employees not agreeing with the process by which the supervisor conducted their performance appraisal (i.e., did not provide the employee the opportunity to conduct a self-assessment, etc.) may appeal their performance evaluation using the negotiated grievance process within this contract. Employees who do not agree with the score received may appeal the score through an HRO Appraisal review board. Employees have the right to grieve at any time the content of a performance standard:

- 1. Which fails to incorporate law, rule or regulation.
- 2. Which does not correspond to position description.
- 3. Which does not accurately reflect the actual duties performed.

**Section 27-6. Appraisal of LO official:** The time spent away from the assigned job by union representatives in the performance of their representational duties should not be taken into account

when accomplishing a performance appraisal. Rather, the performance appraisal should be based only on the performance of their officially assigned work.

**Section 27-7. Performance Improvement Plan (PIP):** The Performance Improvement Plan is an action that will be implemented by the supervisor when it becomes apparent that the employee is performing his/her duties less than fully successful on one (1) or more critical elements of their performance standards; the supervisor will NOT wait until rating an employee less than fully successful to initiate a PIP. The supervisor responsible to provide an opportunity for the employee to improve the substandard performance by establishing a formal PIP. The PIP serves to notify an employee of the need to improve performance, to identify specific performance deficiencies, and to identify what must be done to improve performance.

1. The supervisor will develop a PIP for unacceptable ratings that address specifically the deficiencies of the employee. The PIP will outline the methods, if appropriate, and the subject area element needing improvement. Employees will be assisted in improving areas of unacceptable performance by proactive counseling, increased supervisory assistance, additional training, etc. The PIP will not run less than thirty (30) days or more than ninety (90) days. Approved leave/holidays will not count toward the PIP. A PIP may be established for a longer period, when required, commensurate with the duties and responsibilities of the job. The supervisor should not wait until the end of the appraisal period to make the determination that the Employee is not performing up to expectations.
2. When the PIP is issued, consideration should also be given to referring his/her employee to the Employee Assistance Program (EAP) Coordinator.
3. If the employee's performance in any critical element continues to be unacceptable despite the efforts by the supervisor or manager to improve performance, the employee will be advised that the employee may be reassigned, reduced in grade or removed from employment. Before initiating a reduction in grade or removing an employee for unacceptable performance, consideration may be given to reassignment to another position for which the employee is qualified.
4. No action based on unacceptable performance may be taken until critical job elements and performance standards have been identified in writing; the employee has been given a copy of these standards, and the employee has been given an opportunity to improve his/her performance.
5. Upon the completion of the PIP, the appropriate supervisor shall inform the employee of either sufficient improvement or failure to improve the less than fully acceptable performance.
6. Should a determination be made to reduce in grade or remove from employment following the formal PIP, an employee is entitled to:
  - (a) A minimum thirty (30) day advance written notice of the action to be taken (reduction in grade or removal), which identifies the critical job element(s) and documented instances of unacceptable performance on which the action is based. This advance notice must be concurred by an official who is in a higher level position than the immediate supervisor. This is not a proposed notice, but is to be considered as the final notice of action to be taken



because before this step, the employee would have been given adequate assistance and time to improve performance.

**Section 27-8. Trial/Probationary Period:** The first year of employment constitutes the trial period. New employees are to be carefully observed and counseled during the trial/probationary period. During this period, supervisors should provide specific training and assistance to improve the employee's work performance if needed. For retention beyond the trial/probationary period, the employee's work performance must be at the fully acceptable level. Employee serve only one probationary period.

1. The Agency agrees to advise a probationary employee of his progress prior to the end of the ten (10) month of their probationary/trial period.
2. An employee serving a trial/probationary period is not to be given an official performance appraisal until after completing the required twelve (12) months of Federal service. After completing the twelve (12) months of service, he/she will be given an official performance rating in accordance with the established performance period.
3. If retention is not recommended documentation will be forwarded to the HRO who will then advise the supervisor and manager on taking the appropriate action to remove the employee from the Federal service.

## **ARTICLE 28**

### **Tools and Equipment**

The Agency agrees to provide tools and equipment necessary for the accomplishment of individual shops and facilities missions and duties, as provided by current authorization documents with input from the Labor Organization.

## ARTICLE 29

### Hours of Work and Tours of Duty

**Section 29-1.** References FPMS 990-2, Appendix B. (Flex tour)

**Section 29-2. Authorized Workweek Schedules:** The following schedules denote the current workweek as approved by The Adjutant General of Tennessee. The Adjutant General retains the unfettered discretion to change or modify these basic workweeks for Military employees. The Agency recognizes its responsibility to conduct impact and implementation bargaining, as prescribed by law, with respect to changes in the work schedule. A situation which imposes immediate and unforeseen work requirements as a result of natural phenomena or mission related circumstances beyond the Agency's reasonable control or ability to anticipate and is in accordance with 5 CFR 610.121(a)(1) is excluded from the seven day notice requirement.

1. The Agency agrees to provide a flex tour to better accomplish the unit's mission within the following guidelines:
  - (a) The parties have established tours of duty:
    - (1) Flexible time band from 0600-1800
    - (2) Core time 0900-1500 hours (includes meal period)
    - (3) The Duty Day begins 30 minutes prior to arrival time and ends 30 minutes after departure time, to allow for travel to/from employee's residence.
  - (b) Work unit pre-selects arrival time.
    - (1) Fixed schedule until next bi-weekly pay period
    - (2) Limited to an 8-hour day/40 hour workweek

**NOTE:** If the employee chooses to remain on the same flex schedule as the previous pay period, no notification needs to be given.

- (a) Flexible work deviation: At the request of the employee and at least one day in advance, the Immediate Supervisor may approve an adjusted arrival time for the employee's basic work.
  - (b) Time off during an employee's basic work requirement must be charged to the appropriate leave category unless the employee is authorized compensatory time off or an excused absence.
2. The Agency will consider request from units and organizations for flexible work schedules during daylight savings time.
3. When an employee has three consecutive non-workdays off and a holiday falls on one of these non-workdays the following rules shall apply in designating the workday as the "in lieu of holiday." When the holiday falls on the employee's first or second non-workday, the preceding

workday shall be designated as the "in lieu of holiday", and when the holiday falls on the third non-workday, the next workday shall be designated as the "in lieu of holiday."

**Section 29-3. Non-Crewmember Program Procedures:**

1. Supervisors will ensure that the following minimum time off criteria are complied with 6 hours of time off every 24 hours.
2. Supervisors will attempt to rotate tasks. The novelty of a new task increases performance. Whenever possible, supervisors will assign more than one individual to a job. Use of the buddy system will serve as a countermeasure to deteriorating job performance.
3. Maintenance Personnel. While this appendix does not consider or apply Risk Weight Factor (RWF) to maintenance personnel, supervisors should be especially alert to working conditions. (i.e.: always attempt to move the piece of equipment to a shaded location.)
4. Crewmember Endurance Scheduling Criteria. The maximum duty period and flight times based on time periods are as follows (Total Daily Flight Hours Allowed- all time based on a Standard 15 Hour Duty Day):
  - (a) 8 Hours D/N Combination.
  - (b) 7 Hours of Combination of D/N/NG.
  - (c) 5 Hours MAX NVG.

**EXTENSIONS:** The AASF Commander or his Designated Representative may approve extensions of their echelon crewmembers for a maximum of two (2) flight / duty hours after an evaluation has been made. This extension will not exceed the maximum authorized totals for moderate risk as reflected in Block 11 of the Risk Management Worksheet. The approving officer must annotate all approvals of extensions on the DD175/Risk Management Worksheet. The SAO can extend an additional hour (1) of each. Those totals are not to exceed the maximum authorized totals for high risk reflected in Block 11 of the Risk Management Worksheet, or 18 hours, whichever comes first.

- (d) Reset Periods are as follows:
  - (1) If a 7 or 14 day duty or flight limit is reached, a 24-hour rest period is required.
  - (2) When a 30-day duty or flight limit is reached, a 48 hour rest period is required.
  - (3) Any 24-hour rest period, within the 7 or 14 day flight totals/duty or 48-hour rest period within the 30-day duty time, will reset the duty day time clock.

## ARTICLE 30

### Appropriate Arrangements and Accommodations

**Section 30-1. Purpose:** Prior to implementation of an event that could adversely affect the working condition of one or more members of the bargaining unit, the Agency will negotiate with the Labor Organization appropriate arrangements/accommodations regarding the impact of the event(s). Such negotiations will take place prior to any announcement of the proposed Agency action, which could adversely affect a bargaining unit member's condition of employment.

**Section 30-2. Appropriate Matters for I&I Bargaining:** Appropriate Arrangements and Accommodations; Matters appropriate for negotiations and consultation between the parties shall include, but are not limited to, personnel policies, practice, and matters, which affect working conditions.

**Section 30-3. Changes Affecting Working Conditions:** The Agency agrees to a personal exchange between the Agency and a Labor Organization official draft copies of appropriate regulations/policies affecting working conditions for review prior to implementation. If the LO desires formal discussion concerning contents of the draft, the Agency should be contacted within ten (10) working days after receipt to establish a meeting time/place to discuss the matter.

**Section 30-4. Meetings:**

1. Upon notification by the LO, the Agency agrees to meet and confer as soon as practicable, date and time will be by mutual consent.
2. The Agency and the LO agree to render decisions on issues not resolved at the meetings, within ten (10) working days unless it is mutually agreed otherwise.
3. Consistent with the above, the Agency agrees not to make changes in personal policies or practices that effect working condition without prior negotiations/consultation.

## ARTICLE 31

### Duration and Changes to Agreement

**Section 31-1. Effective Date:** The effective date of this agreement shall be execution by the parties and approval by the Agency. Both dates will be made part of the agreement prior to distribution.

**Section 31-2. Agency Approval:**

1. The Agency shall approve the agreement within thirty (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 thirty (30) day period, the agreement shall take effect and be binding on the Agency and the Labor Organization 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 agreement will not take effect until final approval. 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. It is the understanding that the Agency mentioned in this provision is the Defense Civilian Personnel Advisory Service (DCPAS).

**Section 31-3. Agreement Duration:** This agreement will remain in effect for five (5) years from the date of approval by the Agency, or, under provision of PL 95-454, section 7114, (c) (3) whichever is applicable with an automatic renewal for one year and year to year after that.

**Section 31-4. Agreement Precedence:** Upon approval, this collective bargaining agreement takes precedent over any conflicting provisions in Agency regulations. No other oral or written practice supersedes this agreement. This Agreement supersedes all past agreements (written, oral, perceived) between the LO and the Agency. This Agreement makes all past practices and agreements null and void.

**Section 31-5. Agreement Amendments/Supplements:**

1. This agreement may be subject to amendments or supplements during the agreement lifetime.
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 Agency and the Labor Organization will meet within thirty (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 5b 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 section 2 of this article.

**Section 31-6. 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. In the event either party fails to request negotiations for a new agreement within the established time frame, this agreement will automatically extend for a period of one (1) year.
3. The provision provided for in section (b) shall continue in effect until such time as the terms of section 6 (a) are executed.
4. No later than (30) days prior to the start of negotiations of a new agreement, representatives of the Agency 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.