

COLLECTIVE BARGAINING AGREEMENT



Between
The Adjutant General of Florida and
the
Florida Air Chapter (Air Guard)
&
Florida Army Chapter (Army Guard) of
The Association of Civilian Technicians, Inc.
(Approved by the Department of Defense on: (16 July 2019))



DEDICATION

This negotiated Contract is dedicated to all Florida Army and Air National Guard **Employees** for their LOYALTY, DEDICATION TO DUTY, and PATRIOTISM TO STATE and COUNTRY.

TABLE OF CONTENTS

<u>Section</u>	<u>Title</u>	<u>Page</u>
----------------	--------------	-------------

ARTICLE 1

GENERAL PROVISIONS

1.1	Preamble.....	1
1.2	Coverage.....	1
1.3	Purpose of this Agreement.....	2
1.4	Laws and Regulations	3
1.5	Matters Appropriate for Consultation and Negotiation.....	4
1.6	Meetings at the Local Level	4
1.7	Meetings with the Employer	4
1.8	Rights of Employees	4
1.9	Joint Responsibilities	5
1.10	Employer Obligations	6
1.11	Labor Organization Obligations	7
1.12	Rights of the Labor Organization.....	7
1.13	Impact and Implementation Bargaining	7

ARTICLE 2

WORK SCHEDULE AND HOURS OF WORK

2.1	Basic Work Week... ..	8
2.2	Change of Work Schedule	8
2.3	Irregular and Emergency Work Schedules.....	8
2.4	Cleanup Time	9
2.5	Differential Pay	9
2.6	Overtime	9
2.7	Break Times.....	10
2.8	Meal Periods	11
2.9	Schooling.....	11

ARTICLE 3

ATTENDANCE AND LEAVE

3.1	General.....	12
3.2	Excused Absence (Administrative Leave)	12
3.3	Sick Leave	12
3.4	Advanced Sick Leave (Adoption, Childbirth, Serious Illness, and other conditions)	13

<u>Section</u>	<u>Title</u>	<u>Page</u>
3.5	Excused Leave.....	13
3.6	Annual Leave.....	15
3.7	Military Leave.....	16
3.8	Absence Without Leave (AWOL).....	16
3.9	Court Leave	16
3.10	Charging of Leave.....	18
3.11	Compensatory Leave.....	18
3.12	Leave Without Pay	18
3.13	Law Enforcement Leave.....	19
3.14	Religious Holidays	19
3.15	Granting Leave for Volunteer Activities.....	19

ARTICLE 4

LABOR ORGANIZATION REPRESENTATION

4.1	Representatives (Officers and Stewards).....	20
4.2	National Labor Organization Representatives	20
4.3	Representation During Deployment/Temporary Duty	20
4.4	Official Time	21
4.5	Appropriate Uses of Official Time... ..	21
4.6	Representative Training... ..	22
4.7	Civilian Attire.....	23
4.8	Representative Title	23

ARTICLE 5

GRIEVANCE PROCEDURES

5.1	General.....	24
5.2	Representation.....	25
5.3	Processing Grievances	26
5.4	Employee Grievance Procedures.....	26
5.5	Time Limits	28
5.6	Cancellation of Grievance(s)	28
	Grievance Form	30

ARTICLE 6

ARBITRATION PROCEDURES

6.1	Policy	31
6.2	Issue(s) to be Arbitrated	31
6.3	Procedures	31

<u>Section</u>	<u>Title</u>	<u>Page</u>
6.4	Payment of Fees.....	31
6.5	Conduct of Hearing	31
6.6	Arbitration Decisions	32
6.7	Exceptions to Award... ..	32
6.8	Transcripts.....	32

ARTICLE 7 MEDIATION

7.1	Policy	33
7.2	Procedures	33

ARTICLE 8 UNFAIR LABOR PRACTICES

8.1	Responsibilities.....	34
-----	-----------------------	----

ARTICLE 9 CONDUCT, DISCIPLINE, AND ADVERSE ACTIONS

9.1	Employee Conduct.....	36
9.2	Voluntary and Non-Disciplinary Actions & Disciplinary and Adverse Action.....	36
9.3	Representation.....	36
9.4	Appeals.....	37

ARTICLE 10 EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

10.1	Laws Enforced by Equal Employment Opportunity Commission (EEOC)	38
10.2	Programs	39
10.3	Complaint Procedures	39
10.4	Resolution.....	40

ARTICLE 11 EMPLOYEE ASSISTANCE PROGRAM

11.1	Policy	41
11.2	Program Responsibility	41
11.3	Personnel Actions.....	41

<u>Section</u>	<u>Title</u>	<u>Page</u>
11.4	Confidentiality.....	42

ARTICLE 12 HEALTH AND SAFETY

12.1	General.....	43
12.2	State Safety Council	44
12.3	Local Safety Councils.....	44
12.4	Work Situations.....	44
12.5	Safety Publications.....	45
12.6	Safety Inspections	45
12.7	Medical Surveillance Program	46
12.8	Health Benefits.....	46
12.9	Smoking Policy	46
12.10	Heat and Cold Extremes.....	46
12.11	Lightning.....	47
12.12	Severe Weather	47
12.13	Air Quality	47

ARTICLE 13 ENVIRONMENTAL DIFFERENTIAL PAY AND HAZARDOUS DUTY PAY

13.1	Policy	48
13.2	Coverage	48
13.3	Establishment of Environmental Differential Pay/Hazardous Duty Pay.....	48
13.4	Identifying New Work Situations	49
13.5	Payment of Environmental or Hazardous Differential	49
13.6	Retroactive Payment of Environmental or Hazardous Differential Pay.....	49
13.7	Environmental Differential Pay/Hazardous Duty Pay Committee.....	49

ARTICLE 14 POSITION DESCRIPTION AND CLASSIFICATION

14.1	Scope of Employment	51
14.2	Changes in Position Description.....	51
14.3	Appeals.....	51
14.4	Review of Position Description... ..	52
14.5	Position Classification.....	52
14.6	Position Compatibility.....	52

<u>Section</u>	<u>Title</u>	<u>Page</u>
----------------	--------------	-------------

ARTICLE 15
PERFORMANCE APPRAISAL PROGRAM

15.1	Policy	53
------	--------------	----

ARTICLE 16
INCENTIVE AWARDS

16.1	General.....	54
16.2	Program Objectives.....	54
16.3	Program Scope	54
16.4	Program Administration.....	54
16.5	Program Promotion	55

ARTICLE 17
MERIT PROMOTION AND PLACEMENT OPPORTUNITIES

17.1	Policy	56
17.2	Objectives of the Merit Placement Plan	56
17.3	Equal Employment Opportunity	56
17.4	Position Announcements.....	57
17.5	Announcements and Areas of Consideration	58
17.6	Referral of Candidates	59
17.7	Nominating Procedures	59
17.8	Readvertisements	61
17.9	Exceptions to Competition.....	61
17.10	Priority Placement of Employee Under Grade Retention.....	62
17.11	Details	62

ARTICLE 18
REDUCTION IN FORCE

18.1	General.....	63
18.2	Policy	63
18.3	Employer Responsibilities	64
18.4	Competitive Area	64
18.5	Competitive Level	64
18.6	Establishment of Retention Registers.....	64
18.7	Performance Ratings of Record	65
18.8	Release from Competitive Levels.....	65
18.9	Minimizing the Effects of a Reduction In Force Through Early Retirement	66

<u>Section</u>	<u>Title</u>	<u>Page</u>
18.10	Reduction in Force Notices	68
18.11	Placement Action.....	68
18.12	Appeals	68
18.13	Furlough.....	69

ARTICLE 19 CONTRACTING OUT

19.1	General	70
19.2	Impact and Implementation Bargaining	70
19.3	Agency Operations During a Grievance Third Party Intervention.....	70

ARTICLE 20 TRAINING/EDUCATION

20.1	General	71
20.2	Training Programs.....	71
20.3	Training Prerequisites.....	71
20.4	Training Option.....	71
20.5	Military Service Schools.....	71

ARTICLE 21 TRAVEL AND TEMPORARY DUTY

21.1	Per Diem	73
21.2	Travel Notification... ..	73
21.3	Quarters	73
21.4	Work Performance	74
21.5	Authorizations and Vouchers.....	74
21.6	Orders.....	74
21.7	Travel Options	74

ARTICLE 22 DUES AUTHORIZATION AND CANCELLATION PROCEDURES

22.1	Purpose.....	75
22.2	Employee Eligibility	75
22.3	Dues Allotments	75
22.4	Allotment Authorization Procedures	76
22.5	Terminating Allotments.....	76

<u>Section</u>	<u>Title</u>	<u>Page</u>
22.6	Responsibilities	77
22.7	Exclusionary Provisions from Collective Bargaining Agreement	78

ARTICLE 23
USE OF FACILITIES

23.1	Space for Labor Organization Meetings and Training	79
23.2	Bulletin Board Space / Posting Space	79
23.3	Interoffice Mail	79
23.4	Lunch and Sanitation Facilities	79
23.5	Office Space and Equipment.....	80

ARTICLE 24
WAGE SURVEYS

24.1	General.....	81
24.2	Requests for Wage Surveys	81
24.3	Organization, Functions, and Responsibilities	81
24.4	Wage Survey Data	81

ARTICLE 25
PUBLICATIONS

25.1	Publications.....	82
25.2	Access to Employer Directives	82

ARTICLE 26
ATTIRE

26.1	Military Uniforms	83
------	-------------------------	----

ARTICLE 27
APPROPRIATE BARGAINING

27.1	Purpose	85
27.2	Changes Affecting Working Conditions	85
27.3	Meetings	85

<u>Section</u>	<u>Title</u>	<u>Page</u>
<u>ARTICLE 28</u>		
COLLECTIVE BARGAINING AGREEMENT (CBA) ADMINISTRATION		
28.1	Effective Date.....	86
28.2	Defense Civilian Personnel Advisory Service (DCPAS) Approval.....	86
28.3	CBA Duration.....	86
28.4	CBA Amendment.....	87
28.5	Negotiating a New CBA	87
28.6	CBA Enclosures.....	87
	Glossary of Acronyms.....	88
	Glossary of Terms.....	92
	Memorandum of Agreement (Ground Rules)	97
	Signature Page	104
	DOD-DCPAS Approval Letter (Agency Head Review).....	105

ARTICLE 1
GENERAL PROVISIONS

Section 1.1 – Preamble.

a. This Agreement is entered into under the provisions of Chapter 71 of United States Code (USC) as amended, between The Adjutant General of Florida (TAG), hereinafter referred to as the "Employer", and **Florida Air and Florida Army** Chapters of the **Association** of Civilian Technicians, Inc., hereinafter referred to as "Labor Organization". This subsection and other sections throughout this CBA provide that this agreement is entered into under the policy set forth in Title 5 USC Chapter 71, the Federal Service Labor-Management Relations Statute, hereafter referred to as the Statute.

b. Whenever language in this Agreement refers to specific duties or responsibilities of specific employees or officials of the Employer, it is intended only to provide a guide as to how a situation may be handled. It is agreed that the Employer retains the sole discretion to assign work and to determine who **and when they** will perform the function discussed.

c. Unless otherwise specified herein, the term days means work day in accordance with the published Florida National Guard work schedules.

d. Unless otherwise specified, it is agreed that for the purpose of this Agreement, references to (a) the word "employee" includes both T32 and Title 5 employees.

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

Section 1.2 – Coverage.

a. Based on election results by a majority of the bargaining unit **Employees** and subsequent FLRA certifications on 27 May 1992, **Florida Air Chapter** (FLRA # 4-RO-10004, Air) and **Florida Army Chapter** (FLRA # 4-RO-10005, Army) are the recognized exclusive representatives for all bargaining unit **Employees** in the appropriate service pursuant to Chapter 71 of Title 5 U.S. Code (statute).

(1) INCLUDED: All Florida Army National Guard and Air National Guard (FLARNG & FLANG) wage grade and general schedule **Employees** in the bargaining unit, employed in accordance with (IAW) Title 32, United States Code (USC), Section 709, **10 U.S.C 10508 and 5 U.S.C. 2103.**

(2) EXCLUDED: All management officials and supervisors, to include those **Employees** involved with Federal personnel work, in other than a purely clerical capacity, and professional **Employees**, as well as employees engaged in intelligence, counterintelligence,

investigative, or security work which directly affects national security, as identified in Chapter 71 of Title 5 U.S. Code, Section 7112.

b. This Agreement, to include all Articles therein, is applicable to identified bargaining unit **Employees** within the FLNG.

(2) Excluded:

a. All professional supervisors; and 7112(b)(2), (3), employees; management officials; employees described in 5 U.S.C. (4), (6), and (7).

b. This Agreement is solely for the purpose defined in Section 1.3, below, and in no way encumbers or places any liability on the State of Florida.

c. It is agreed that for the purpose of this Agreement, reference to the word "he" is intended to include both the masculine and feminine genders, unless otherwise specifically addressed herein. The Adjutant General, a State appointed official, enters into this Agreement under the provisions of PL 90-486, dated August 13, 1968, in which the Secretaries of the Army and the Air Force had been instructed by Congress that they shall designate TAG within the Public Law, to employ and administer the **Employees** authorized by PL 90-486. The Adjutant General is therefore recognized as the Employer of all federal civil service **Employees** employed by the FLNG. This Agreement is solely for the purpose defined in Section 1.3, below, and in no way encumbers or places any liability on the State of Florida.

Section 1.3 – Purpose of This Agreement.

a. This Agreement sets forth the respective roles and responsibilities of the parties; procedures and methods that govern the working relationship between the parties; and indicates the nature of the subject matter of proper mutual concern. The Employer and the Labor Organization agree that the parties have had a full and fair opportunity to bargain on all aspects of all the topics contained in this Agreement. The purpose of the parties in entering into this Agreement is, but not limited, to:

(1) Ensure **Employee** participation in the formulation of personnel policies and procedures through **Appropriate Bargaining and/or** Impact and Implementation (I&I) bargaining by the Labor Organization.

(2) Provide for the highest degree of efficiency and responsibility, while enhancing morale of the **Employees**, in accomplishing the mission of the Employer.

(3) Promote systemic Labor Management cooperation.

(4) Facilitate the adjustment of grievances and disputes to a fair and equitable solution.

(5) Establish the procedures and methods that will hereinafter govern the working relationships between the parties.

(6) Express the full agreement of all parties and shall govern those areas covered in this Agreement, and that the parties will be bound by the terms of this Agreement for the life of the Agreement.

b. The Labor Organization agrees to support the Employer in its effort to eliminate waste, combat absenteeism, conserve materials and supplies, ensure timely completion of work, improve the quality of workmanship, encourage the submission of improvements and cost reduction ideas, prevent accidents, and promote the development of good will.

c. The Employer is responsible and accountable for its decisions.

d. The Labor Organization and the Employer agree to support each other in Labor Management Relations in a cooperative manner.

Section 1.4 – Laws and Regulations.

All matters covered by this Agreement are valid to the extent it does not conflict with an existing or future federal statute, a rule or regulation implementing 5 U.S.C. § 2302, or a government-wide rule, regulation or published Agency policies that was prescribed on or before the effective date of the provision

a. In accordance with 5 USC 7106, the Employer retains the right:

(1) To determine the mission, budget, organization, number of employees, and internal security practices of the agency.

(2) In accordance with applicable laws-

(a) to hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or to take other disciplinary action against such employees.

(b) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted.

(c) with respect to filling positions, to make selections for appointment from among properly certified candidates for promotion or any other appropriate source.

(d) to take whatever actions may be necessary to carry out the agency mission during emergencies.

Section 1.5 – Matters Appropriate for Consultation and Negotiation.

All matters appropriate for consultation or negotiation, IAW Public Law, or regulation, will be addressed upon request of either party provided they are not inconsistent with the terms of this Agreement. All State level meetings will be attended by the Human Resources Officer (HRO) or other designated representatives.

Section 1.6– Meetings at the Local Level.

It is agreed that the local commander/senior supervisor, or his representative, will meet at the request of the Labor Organization at times mutually agreed to with the senior local representative or a representative designated by the Labor Organization to confer and attempt to resolve appropriate matters. For regular meetings, subject matter will be exchanged in advance of the meeting. For other meetings, the party requesting the meeting will furnish the subject matter in advance of the meeting, with copies of all correspondence forwarded to the HRO Labor Relations Specialists (HRO-LRS).

Section 1.7– Meetings with the Employer.

The Employer, or his representatives, and representatives of the Labor Organization shall meet at the request of either party and confer in good faith with respect to personnel policies, practices, and matters affecting working conditions so far as may be appropriate under applicable laws and regulations, including policies set forth in the CFRs, published Agency policies, regulations, and national or other controlling Agreements at a higher level. Subject matter will be exchanged in advance of the meeting.

Section 1.8– Rights of **Employees**.

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

(1) to act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities, and

(2) to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under this chapter.

b. The Employer shall take the action required to assure that **Employees** within the Agency are apprised of their rights under Chapter 71 of Title 5 U.S. Code, and that no interference, restraint, coercion, or discrimination is practiced within the Agency to encourage or discourage

membership in the Labor Organization. This Agreement does not preclude any **Employee** in the bargaining unit, regardless of Labor Organization membership, from bringing matters of personal concern to the attention of appropriate officials IAW applicable laws, rules, regulations, or policies or from having a Labor Organization representative in a grievance or appeal action.

c. The Employer agrees that, as part of in-processing, all new **Employees** appointed to a position in the bargaining unit shall be informed of the Labor Organization's exclusive status and will be advised of their right to join or not join the Labor Organization. The Labor Organization will be provided a list of newly hired bargaining unit **Employees** within one week of their in- processing. The Labor Organization may provide handouts to the HRO to be passed out during in-processing.

d. The Employer agrees to afford newly appointed **Employees**, and the shop steward, time to meet for the purpose of providing familiarization with the Collective Bargaining Agreement. This time shall be subject to the supervisor's approval, and the supervisor shall have the right to be present and participate in this meeting. Solicitation of membership is prohibited during this meeting.

e. The Employer recognizes that the participation of **Employees** in the formulation and implementation of personnel policies and practices affecting the conditions of their employment, achieved through their own freely chosen organization, contributes to the **Employee's** well-being and to the efficient administration of the FLNG.

f. A Labor Organization representative has the right to be present at Temporary Duty (TDY) mission briefings that are held to brief **Employees** involved in such an assignment in their **Employee** status. However, the Employer shall incur no travel expenses. The Labor Organization representative will be granted sufficient time to attend such meetings.

g. The Employer understands that certain circumstances associated with Temporary Duty (TDY) assignments away from the normal duty station may cause undue personal hardships. An **Employee**, upon request, should be considered for release from a TDY assignment if a qualified replacement is available and willing to work. Whenever possible, the Employer agrees to schedule and arrange for travel of **Employees** to occur within each **Employee's** normal work schedule.

Section 1.9– Joint Responsibilities.

a. Correspondence. Correspondence between the Employer and the Labor Organization shall be answered by either party within 10 working days, or less, of receipt of said correspondence. This time-limit does not supersede other time requirements as stated in other Articles of the CBA. The Employer and the Labor Organization agree that all inquiries relating to **Employee** matters submitted by individual **Employees** will be processed through administrative channels in a timely manner and that the **Employee** will be provided with a timely reply to the inquiry.

b. Orientation. Within 90 days after ratification by all parties to the Agreement, but in no

instance later than 120 days, this Agreement will be printed or forwarded via electronic means (in read only format) to/for all **Employees**, supervisors and Labor Organization representatives.

(1) Both the Employer and the Labor Organization will undertake to conduct joint training at locations to be agreed upon for **Employee** supervisors and shop stewards as soon as possible on the terms of the Agreement.

Section 1.10 – Employer Obligations.

a. Annually, the employer will notify bargaining unit employees of their Weingarten rights in accordance with Chapter 71 Title 5 U.S. Code Section 7114.

b. The Employer agrees to provide access to this Agreement electronically to all presently employed **Employees** of the bargaining unit and to each new **Employee** of the bargaining unit at the time of initial employment. Upon request by the employee a printed copy will be made available. The Labor Organization will be furnished this Agreement electronically and printed copies as requested, not to exceed 50. The Employer will provide all necessary copies required for third party proceedings.

c. The Employer will maintain organizational charts in each major work area, or will make one available upon request, which will show all **Employee** positions. Charts will be updated as required.

d. The Employer agrees to furnish to the Labor Organization, upon request, for its internal use only, a schedule of authorized bargaining unit positions as well as the names of **Employees**, their grades, and position titles as defined in the Agreement for all **Employees** in the bargaining unit.

e. The Employer agrees to notify the Labor Organization, prior to implementation of any changes in personnel policies, practices, and matters affecting working conditions.

f. Upon request, the Employer will provide the Labor Organization with a copy of the current **Employee** manning document showing the positions authorized for a specific installation or facility for both Army and Air.

g. The Employer agrees to notify the Labor Organization of substantial changes in **Employee** funding and authorizations (examples include a hiring freeze, furlough or similar action) that would interrupt the flow of the hiring process.

h. The Employer agrees, whenever possible, to ensure that each **Employee** has the necessary storage space for equipment and clothing required by the Employer.

Section 1.11 – Labor Organization Obligations.

The Labor Organization agrees to furnish the Employer, and maintain on a current basis, a complete list of all Labor Organization representatives and stewards to include information on the work area that each steward represents and the steward's work phone number. Personnel not appointed by the Labor Organization as representatives or stewards will not be allowed to perform official representational functions, nor will they be allowed the use of official time. The Labor Organization may appoint bargaining unit representatives telephonically with the appointment to be accomplished in writing within 10 working days. However, no Labor Organization representative will be recognized as such until after the HRO-LRS has been informed of such representation by the Labor Organization.

Section 1.12– Rights of the Labor Organization.

a. A representative of the Labor Organization, if requested by the **Employee**, shall have the right to be present during any formal discussion of personnel management policies between the Employer and an **Employee** or **Employees** represented in the bargaining unit.

b. Labor Organization representatives shall be excused from work without loss of pay or charge to leave to receive information from the Employer, to include informational meetings with the Employer relating to matters of mutual concern to the Employer and the Labor Organization. Areas of mutual concern may include matters relating to pay, working conditions, work schedules, **Employee** grievance procedures, performance ratings, adverse action appeals, as well as Agency policies and negotiated agreements pertaining to them.

c. An **Employee** who is elected or appointed to serve full-time as a national representative with the Labor Organization may, at the discretion of the Employer, be granted Leave Without Pay (LWOP) not to exceed four years. The **Employee's** rights and privileges will be protected under the provisions of the applicable portions of prevailing laws and regulations.

d. The Employer agrees that there shall be no restraint, interference, or coercion against any Labor Organization representative or steward, and that no representative or steward will be transferred from one work assignment to another for the purpose of discrimination against such representative or steward because of their performance of proper Labor Organization functions.

Section 1.13 – Impact and Implementation Bargaining.

In accordance with Chapter 71 of Title 5 U.S. Code, and except for changes otherwise provided for in this Agreement, the Employer agrees to provide an elected Labor Organization official with proposed changes, in writing, to working conditions or personnel policies. The Labor Organization agrees to respond to such changes within 10 working days if they desire to bargain on the impact/implementation of such changes. If, after the expiration of 10 working days the Labor Organization has not responded, the Employer may then implement the

proposed changes. The Labor Organization may request an extension of the suspense. The Employer and the Labor Organization agree that trifling matters should not result in unnecessary bargaining efforts. Matters that significantly affect more than one work area will be conducted at the HRO level.

ARTICLE 2
WORK SCHEDULE AND HOURS OF WORK

Section 2.1 – Basic Work Week.

a. Authority: The National Guard Technician Act establishes TAG as the authority for decisions regarding **Employee** work schedules; **i.e., basic, alternate and compressed.**

b. Exceptions to Work Schedule: Due to the nature of some jobs, there will be a few exceptions to certain employees' standard schedule. Any exception to the above designated schedule must be approved by the supervisor and the HRO prior to the effective date of the change.

c. Holidays: **Refer to OPM guidance.**

d. Flexibility: Supervisors will ensure that each work unit is open **as needed to meet mission requirements.** The Employer may develop adjusted work schedules for individual Employees who have a conflict with child care or transportation schedules (car pools, or public transportation). Exceptions not authorized by **work schedule** policy must be submitted through channels to the HRO for approval.

e. Non-Work Hours: Normally, work schedules shall be established so that all Employees will benefit from a maximum number of consecutive days off.

Section 2.2 – Change of Work Schedule.

In any instance where a known requirement exists, not encompassed in Section 2.3, below, for an **Employee** to be scheduled for work other than as originally scheduled, it will be indicated by the publication of a change of workdays. Labor Organization representatives will be notified, in writing, of all such changes prior to **change of work schedule.**

Section 2.3 – Irregular and Emergency Work Schedules.

When it becomes necessary to schedule work outside the standard workday, such work shall be implemented with consideration of the following factors:

a. Needs of the Employer (as mission dictates)

b. All **Employees** within the affected areas will participate on an equal basis with due regard to their particular skills and voluntary assignments. Unless emergency necessity dictates otherwise, the Employer will implement a published "back-up roster". Following an emergency, the Employer will publish the "back-roster" immediately, as the situation permits.

c. In those cases where use of a regular work schedule would seriously handicap the performance of a function or that costs would be substantially increased, other work schedules may be established.

The necessity for an irregular schedule will be explained to the **Employee** affected. If possible, the **Employee's** views should be obtained as to the exact schedule to be established. In emergency situations, the Employer shall have the right to establish work schedules, without prior notice, and to continue those work schedules until the emergency situation is ended.

d. The Labor Organization will be informed of any emergency situations as soon as possible upon the discovery of the incident. The Labor Organization will be provided the specific circumstances surrounding the emergency, to include the actions taken by the Employer and the expected duration.

Section 2.4 – Cleanup Time.

The Employer will allow a reasonable amount of time for **Employees** to clean up immediate work areas and put away equipment. When it becomes necessary, a supervisor may assign tasks requiring **Employees** to perform needed work during cleanup periods.

Section 2.5 – Differential Pay.

Employees assigned to a regularly scheduled night or early morning shift will receive the shift differential IAW applicable directives.

Section 2.6 – Overtime.

a. Employees in the bargaining unit shall not be required to perform any work before or after scheduled work hours, without compensating the Employees for all such work. The use of volunteers for overtime is preferred. **In accordance with existing regulations, such Title 32 Employees shall be granted an amount of compensatory time off from their regular work schedule equal to the amount of time spent by them in irregular or overtime work before or after scheduled work hours. In accordance with existing regulations, such Title 5 Employees are entitled to overtime pay or may request an amount of compensatory time off, IAW agency policy, for time equal to the amount of time spent by them in irregular or overtime work before or after scheduled work hours.**

b. Overtime work will be kept to a minimum, consistent with good mission management, as determined by the Employer present at the work location. An **Employee** assigned to overtime may be relieved from his assignment, provided he has a valid reason, is approved by the supervisor, and another **Employee** is available who is capable of performing in his place, and volunteers to substitute for the **Employee** initially tasked. Unless mission necessity precludes it, **Employees** will receive 48 hour advance notice of all overtime assignments **except when the head of an agency determines that the agency would be seriously handicapped in carrying out its function or that the cost would be substantially increased.**

c. Any employee required to be on standby work will earn compensatory time as defined in 5 CFR, Section 551.431.

d. In work areas where overtime has a high instance of occurrence, the Employer will maintain an overtime roster to ensure that overtime is equally distributed. This roster will be posted to indicate when, and by whom, this overtime was worked and will be kept current. If an **Employee** is excused from an overtime assignment for reasons other than stated earlier, he shall be considered for overtime again the next time a requirement exists. An **Employee** who is on approved Sick Leave, Annual Leave, Holiday Leave, LWOP, Absence Without Leave (AWOL), Court Leave, or Excused Absence, at the time overtime work is required, shall not be considered as available for overtime work, but shall retain his standing on the overtime roster for the next scheduled overtime assignment.

e. The Employer agrees that any full-time **Employee** within the bargaining unit, who is required to work on a Sunday as part of his basic scheduled work week, is entitled to pay at his rate of basic pay plus premium pay. Such premium pay will be at a rate as established by existing regulations for each hour of Sunday work which is not overtime work and which is not in excess of eight hours for each regularly scheduled work schedule which begins or ends on Sunday. Part-time **Employees** are not eligible for premium pay.

Section 2.7 – Break Times.

a. Break times granted IAW these provisions are considered work time and included in the daily work schedule. Break times, other than those provided herein, may not be considered a part of the daily work schedule, such periods must be charged to the appropriate type of leave.

(1) The break time may not exceed 15 minutes during each four hours of continuous work.

(2) If the break time from the beginning of the work day to the beginning of the daily luncheon period is less than four hours, a break time should be granted only in unusual circumstances.

(3) The break time may not be a continuation of the lunch period.

b. Additional break times during the daily tour will be permitted when such periods are beneficial and/or necessary. Criteria for determining break times are as follows:

(1) Protection of an **Employee's** health by relief from hazardous work or from that which requires continual and/or considerable physical exertion.

(2) Reduction of accident rate by removal of fatigue potential. Working in confined spaces or in areas where normal personnel activities are restricted.

(3) Increase in, or maintenance of, higher quality and/or quantity production traceable to the break time.

- c. A break time may not be granted where none of the criteria stated above is applicable.

Section 2.8 – Meal Periods.

a. Each employee is authorized a minimum of one half (1/2) hour of uninterrupted work free time for a meal period each day. Management will schedule the meal period between 1030 and 1300. Meal periods for other shifts will be scheduled at the local level. It is understood that unforeseen mission requirements may preclude management from providing this meal period. The employer agrees to make every reasonable effort to coordinate the workload to allow for the meal period. It is understood that working through the work free meal period should be the exception and is not intended to become a normal practice.

b. If a work free meal period is not possible due to unforeseen mission requirements or needs, management will make every reasonable effort to accommodate the employee's request regarding meal period arrangements. One of the following three options will be approved by management based on mission requirements:

(1) Reschedule the meal for that day to a different time within the normal scheduled duty day meal period.

(2) The employee works through the meal period and receives compensatory time equal to the scheduled meal period.

(3) The employee works through the meal period and is released early for the day equal to the scheduled meal period.

Section 2.9 – Schooling.

It is the policy of the Employer to support the continued civilian education of all employees. The Employer will consider and allow revision of employee work schedules to the extent such revisions do not adversely impact mission, work, productivity, or the organization.

ARTICLE 3
ATTENDANCE AND LEAVE

Section 3.1 – General.

It is agreed that attendance and leave policies for bargaining unit members shall be administered IAW this Agreement and applicable regulations.

Section 3.2 – Excused Absence (Administrative Leave).

a. The Employer shall make every reasonable effort to ensure the health, safety, and well-being of **Employees**. Under emergency conditions which result in the loss of heat, water, power, etc., excused absence of **Employees** will be as directed by the senior **Employee** supervisor who will be designated by TAG. Only the HRO will have the authority to grant excused absence, with pay, when conditions warrant. This policy supersedes any other policy relating to excused absence published by the Agency. The designated supervisor will keep the senior Labor Organization representative at the work site advised of the actions taken or contemplated in response to the emergency.

b. When an excused absence is granted because of inclement weather, acts of nature, or other emergencies, **Employees** who are scheduled for work and whose services are not otherwise required will be granted excused absence by the Employer.

Section 3.3 – Sick Leave.

a. Employees will notify their supervisor or designated official when they will be unable to report for work because of incapacitating illness or injury. The employee will request Sick Leave not later than one hour **before** the start of his regular daily shift, unless the circumstances of his illness or injury render notice impossible. In that event, a family member, or other responsible person, will notify the Employer. When absence for incapacitating illness or injury will be for a period of more than one week, it is the employee's responsibility to keep the Employer informed of the date he expects to return to work. Official medical certificates signed by a medical practitioner may be required by the supervisor under the following conditions:

(1) For absences in excess of three working days.

(2) For a period of less than three days when the employer determines it is necessary. In such instances the **Employee** may be counseled by the supervisor to the effect that within the subsequent six month period a medical certificate may be required to support Sick Leave absences.

b. An employee's written statement explaining the nature of any illness that exceeds three days may be considered by the Employer in lieu of a doctor's certificate when the employee's

illness did not require the services of a doctor or a doctor was not involved due to the remoteness of the locality or an inability to secure medical services.

c. If an **Employee** sustains a traumatic job related injury while on duty in an **Employee** status, he will be placed in a continuation of pay status and continued in full pay for the period of disability provided work stoppage first occurred within 45 days from the day after the date of the injury, not to exceed 45 calendar days for each case, as evidenced by a signed doctor's report and pending adjudication by the U.S. Department of Labor (DOL). The 45 calendar days are cumulative for each case and may be used for follow-on-medical care after return to duty, provided the authorized 45 days have not been expended and no more than 45 days have elapsed since the date of first return to work. If the absence exceeds 45 days, the **Employee** may utilize leave or file for loss of wages through the U.S. DOL, if in a LWOP status. Leave buy back is not authorized. Early filing of the Claim Forms (CA-1 for injury or CA-2 for illness) is essential to assure full coverage for any job related injury or illness.

Section 3.4 – Advanced Sick Leave (Adoption, Childbirth, Serious Illness, and other eligible conditions).

a. Upon an employee's request, an employee must be granted advanced sick leave to the maximum extent practicable, in accordance with sick leave laws and regulations and consistent with mission needs.

b. The employer (**HRO**) may grant advanced sick leave for the same reason it grants sick leave as specified in law and regulation, irrespective of the employee's existing annual leave balance.

c. New employees within their first year of federal service who have little or no sick leave accumulated may be eligible for advance sick leave.

Section 3.5 – Excused Absences.

a. **Excused absence (also referred to as "administrative leave")** is an authorized absence from duty without loss of pay or charge to leave. The authority to grant excused absence to employees is within the administrative discretion of the TAG when a determination to support an activity would benefit the NG. Excused absence is not an employee entitlement, but is granted sparingly. This authority may not be used in situations of extensive duration, or for periods of interrupted or suspended operations, such as ordinarily would be covered by the scheduling of leave, furlough, or the assignment of other work. In adverse weather or other emergencies that will prevent employees from performing normal duties or jeopardize their safety, TAG may close the organization and require employees to leave, telework, or not report to work. Such closing will be publicly announced.

b. Excused Absence with TAG Approval

(1) Volunteer Activities. Excused absence may be granted to employees participating in management-sponsored volunteer projects (for example, education mentorship or tutoring

programs). This provision does not apply to time spent on volunteer activities not sponsored by management. Volunteer activity not sponsored by management may be promoted through established leave programs and the flexibility offered through alternative work schedules.

(2) Conferences and Conventions. In rare circumstances, employees may be excused to attend a conference or convention when it is determined that attendance directly relates to the mission of the NG. Excused absence will not be granted to attend National Guard Association of the United States conferences unless the employee is an official delegate or an official of the organization.

(3) Representing Labor Organizations. Refer to the local collective bargaining agreements. The authorized administrative leave time card codes for documenting union representation activities or union training are:

(a) BA -- Term Negotiations. Used to prepare for and negotiate a basic collective bargaining agreement or its successor.

(b) BB -- Mid-Term Negotiations. Used to bargain over issues raised during the life of a term agreement.

(c) BD -- General Labor-Management Relations. Used for meetings between labor and management officials to discuss general conditions of employment, labor and management committee meetings, labor training for union representatives, and investigative interviews.

(d) BK -- Dispute Resolution. Used to process grievances up to and including arbitrations and process appeals of bargaining unit employees.

(4). Absences for Permanent Change of Station. An employee may be excused for a reasonable time to make personal arrangements and transfer personal business directly related to a permanent change of station that is in the interest of the Government, provided such business or arrangements cannot be transacted outside the employee's regular working hours.

c. Excused Absence With Supervisor Approval.

(1) Blood Donation. Employees are encouraged to serve as blood donors and will be excused from work without charging leave only for time necessary to donate blood, recuperation following blood donation, and necessary travel time to and from the donation site. The maximum excused time will not exceed four hours on the date of the blood donation.

(2) Registration and Voting. Employees may be excused for a reasonable time to vote or register in Federal, State, county, or municipal elections. Generally, employees are excused from duty to permit them to report for work three hours after the polls open or to leave work three hours before the polls close, whichever results in the lesser amount of time off.

(3) Physical Examinations. For physical examinations that are required as a condition of employment in the NG, employees may be excused, without charge to leave or loss of pay, for periodic, baseline, or annual physical examinations as required by the military commander, HRO, or safety officer when driven by military necessity.

(4) Continuation of Pay -- Federal Employees' Compensation Act. When an employee sustains a traumatic job-related injury and files a workers' compensation claim, the employing State is required to continue the employee's pay for the period of disability, not to exceed 45 calendar days. Continuation of pay is chargeable as excused absence.

(5) Bone Marrow or Organ Donor. An employee is entitled to an excused absence for the time necessary to serve as a bone marrow or organ donor IAW reference h. An excused absence for bone marrow donation may not exceed seven days each calendar year. An excused absence for organ donation may not exceed 30 days each calendar year.

(6) Employee Interviews. An employee may be excused for a job interview when competition is for a position within the NG or the individual is under notice of separation or change to lower grade for any reason except for personal cause. All other employment interviews will be charged to annual leave, compensatory time off, or LWOP.

(7) Employee Assistance Program. An employee is entitled to an excused absence for the time required for participating in initial counseling and assessment in the Employee Assistance Program. If the employee is referred for treatment or assistance, the employee must be in an appropriate leave status.

Section 3.6 – Annual Leave.

a. Annual Leave which has been accrued IAW applicable regulations will be administered on an equitable basis. Annual Leave credited to an **Employee's** leave account may be used at any time during the year subject to supervisor's approval. If the leave approving official deems it necessary to cancel previously approved leave, the **Employee** will be informed of the reason for such actions at least one month in advance, unless emergency mission requirements would not have allowed for such advance notice.

b. The supervisor will endeavor to grant leave in the amount requested, and available, by each **Employee** and at the time the **Employee** considers convenient and desirable. When there is a conflict between **Employees** of the same work section desiring the same vacation period, the conflict shall be decided on a first come/first serve basis. Changes in scheduled leave may be allowed by the supervisor provided another **Employee's** selection is not disturbed by the change.

c. The **Employee** will request leave for absences which could not be planned and approved in advance from the first-line supervisor or other designated person prior to the start of his regular reporting time.

d. The Employer agrees to maintain a reasonable leave policy. The **Employee's** designated supervisor will be authorized to approve requests for unscheduled Annual Leave

e. Each FLNG base/installation/facility will provide known dates of all scheduled activities to **Employees** which normally require their presence to accomplish specific missions for the

current leave year not later than the first work day in January of each year, if known at that time. Changes in scheduled activities and mission requirements will be made known to the affected **Employees** with as much prior notice as possible.

Section 3.7 – Military Leave.

a. In accordance with agency regulations/instructions and USERRA, Military Leave authorizes an **Employee** to be absent from **Employee** duties without charge to Annual Leave or loss of **Employee** pay while performing Military Duty. Military Leave cannot be used for State Active Duty (SAD) as defined in federal law.

b. **Employees** are granted 120 hours of Military Leave on 1 October of each year subject to the 240 hour limitation as provided by law. All Military Leave must be supported by military orders, or other proper documentation to ensure proper accounting of Military Leave. The **Employees** is responsible for supplying proof of military service in support of Military Leave.

c. Non-work days and holidays falling within a period of absence while on military training duty are not charged against the Military Leave days available during the year. The comingling of Annual Leave and Compensatory Leave with Military Leave is authorized.

d. Military Leave is authorized for use by permanent and indefinite **Employees**. Temporary **Employees** are not entitled to Military Leave.

Section 3.8 – Absence Without Leave.

a. When an **Employee** is absent from work without prior approval, the absence will be charged as AWOL. When the **Employee** informs the supervisor of the circumstances causing the absence, the supervisor may then determine whether or not it is appropriate to change the charge of AWOL to Annual Leave, Sick Leave, or LWOP.

b. If there is a disagreement between the **Employee** and a supervisor as to the type of leave charged for an absence, the disagreement may be resolved under the negotiated grievance procedures.

Section 3.9 – Court Leave.

a. Court Leave is leave with pay for the period of time an **Employee** spends in court for duty as a juror or as a witness, or for attending judicial proceedings. Court Leave will be extended to an **Employee** when he is summoned to appear as a witness in judicial proceedings on behalf of a State or local Government, or when he is required to perform jury duty in a Federal, State, or municipal court.

b. Witness in an Official Capacity. When an **Employee** is summoned or assigned by the Employer to testify in his official capacity or produce official records at a judicial proceeding, he is in an official duty status, as distinguished from a leave status, and entitled to regular pay.

c. Witness in an Unofficial Capacity. If the **Employee** is serving as a witness on behalf of a private party and not on behalf of the Government, his absence may be charged to Annual Leave, LWOP, or Compensatory Leave. Fees and expenses paid incidental thereto may be accepted.

d. Witness Service. Court Leave for witness service may only be granted when performing witness service on behalf of the Government. An **Employee** is entitled to Court Leave for witness service only if he is "summoned" by the court or authority responsible for the conduct of the proceedings. Court Leave is not authorized if the witness service is voluntary. However, in lieu of an official subpoena, an official request, invitation, or call, evidenced by an official letter from the court, will be sufficient evidence to grant Court Leave. Court Leave will be granted for witness service when an **Employee** is required to appear at any stage (preliminary hearing, inquest, trial, or the taking of a deposition) of the proceedings.

e. Evidence of Court Service. The request to appear in court should be presented to the supervisor as far in advance of the actual court date as possible. Upon returning to duty, the **Employee** will submit written evidence from the court reflecting the dates (and hours if possible) of his attendance in court. Notation should be made on the Time and Attendance Report for the day(s) and/or hour(s) of the Court Leave granted while absent from his regularly scheduled duties. Court Leave is charged on an hourly basis. If an **Employee** is dismissed by the court prior to the end of the normal work day, the **Employee** must either report to work or, at a minimum, call the supervisor who would then release the **Employee** for the remainder of the work day in an Annual Leave, Compensatory Leave, or LWOP status.

f. Court Fees. For fees received for duty as a witness or juror, the following will apply:

(1) If an **Employee** is absent from his regularly scheduled duties to serve as a juror in a State or municipal court, he will collect all fees and allowances payable as a result of the jury service. The **Employee** must tender the fees to the appropriate representative of the United States Property and Fiscal Office (USP&FO) or comptroller of the FLNG, as appropriate, for proper distribution. However, he is permitted to keep all fees and allowances in excess of the amount of compensation due him for the period of absence on jury duty.

(2) An **Employee** eligible for Court Leave may not accept jury fees for service in a Federal court where the service is performed during the regularly scheduled work week. **Employees** who perform jury service on non-work days are entitled to retain the fees received for such service. He may accept and keep any allowances for mileage and subsistence authorized by law to cover actual expenses incidental to the jury service.

(3) An **Employee** who performs jury service that does not conflict with regular hours of employment may retain the usual fees for jury service. However, if jury service is performed in a court of the United States during any of the hours in which he is in a Federal pay status, jury fees for that day may not be retained.

(4) Fees received for jury duty either in a Federal or State court on a holiday falling

within the **Employee's** basic work schedule may be retained by him, provided that, had he not been on jury duty, he would have been excluded from his regular duties on the holiday.

(5) An **Employee** who is in a LWOP status when called for jury service, either in a Federal or State court, may retain jury fees and per diem allowed for each day's attendance in court and for the time necessarily occupied in going to and from the court.

(6) **Employees** shall not be paid witness fees when testifying on behalf of the United States Government; they shall be paid their regular salary. Time served as a witness will not be deducted from Annual leave. An **Employee** who is called as a witness for the United States may accept and retain witness fees if he is in a LWOP status during the entire period.

Section 3.10 – Charging of Leave.

All categories of leave will be charged in multiples of one hour.

Section 3.11 – Compensatory Leave.

Compensatory Leave may be accrued in 15 minute increments, but may only be taken off in whole hour increments.

Section 3.12 – Leave Without Pay.

a. **Employees** may be granted LWOP IAW applicable Federal laws and regulations, but it is not an absolute right by the **Employee**. The **Employee** must make a written LWOP request and present it to the first-level supervisor for approval, with justification for the leave. For LWOP requests greater than 29 days, the supervisor will submit the request immediately (but prior to the effective date) through channels to the HRO for final action.

b. An **Employee** returning to work from approved LWOP will be returned to the position held at the time his leave commenced, unless prevented by extenuating circumstances. The Employer is required to notify **Employees** of any changes which occur in their full-time position during LWOP.

c. It is the individual's responsibility to provide the Employer with an address where he may be reached during a LWOP.

d. If an **Employee** is ordered away from the work site because he is not ready, willing and able to perform assigned duties, the supervisor may charge the **Employee** with **Administrative Leave(with HRO approval)**. When the **Employee** then next reports for work and can again perform assigned duties (ready, willing and able), such Enforced Leave may be changed to another appropriate form of leave at the Employer's discretion.

Section 3.13 – Law Enforcement Leave.

a. Law Enforcement Leave (LEL) is authorized when an **Employee** has been ordered to SAD under military orders of the Governor of the State for participation in rescue or protection work (including law enforcement duties) in connection with floods, fires, and other acts of nature IAW appropriate laws and regulations. State Active Duty orders must be provided to satisfy time and attendance.

b. LEL may be granted for up to 22 days in a leave year in support of SAD. There is no carry-over of LEL from one leave year to the next.

c. Available LEL may be used at the **Employee's** option. An **Employee** may also use Annual Leave, Compensatory Time earned, or LWOP instead of, or in combination with, LEL. There is no requirement to use LEL first, or at all during a period of this duty. This provision may change if regulatory requirements change. In this case, changes will be coordinated with the Labor Organization and announced to the **Employee** work force.

d. When an **Employee** is in an LEL status, military pay and allowances (other than travel, transportation, or per diem allowances) must be credited against the **Employee's** pay and, if less than the **Employee's** pay, the **Employee** shall be paid the difference. If military pay earned during LEL exceeds the **Employee's** full-time pay, the **Employee** is not entitled to their **Employee** salary, nor will a refund of excess military pay be required.

Section 3.14 – Religious Holidays.

With the concurrence from his supervisor, an **Employee** may request to work compensatory overtime, hour-for-hour, for the purpose of taking off when personal religious beliefs require that the employee abstain from work during certain periods of the work day or work week. An employee who wishes to take time off may do so by using available leave time. The above arrangement is dependent upon mission requirements and may be disapproved if the accomplishment of the mission warrants it.

Section 3.15 – Granting Leave for Volunteer Activities.

In accordance with OPM guidance, employees seeking to participate in volunteer activities during basic working hours may be granted annual leave, leave without pay and/or compensatory time off. Managers and supervisors are encouraged to make appropriate use of flexibilities in responding to requests for changes in work schedules or time off to allow employees to engage in volunteer activities, while giving due consideration to the effect of the employee's absence or change of duty schedule on work operations and productivity.

ARTICLE 4
LABOR ORGANIZATION REPRESENTATION

Section 4.1 – Representatives (Officers and Stewards).

The Employer and each Labor Organization agrees to the establishment of Labor Organization steward positions as indicated. Stewards will be authorized at no more than fifteen (15) for the **Florida Army Chapter** and Seven (7) for the **Florida Air Chapter**, and will normally conduct their representational duties within the chapters to which they belong. Assignment of stewards will not exceed the numbers shown herein, but could be less. Each Labor Organization will provide the Employer with a listing approved by each president of the designated stewards and the work locations represented by each of the stewards (unit/activity and city). The listing will be updated by the Labor Organization and provided to the HRO-LRS as changes occur (elections, deployments, interim assignments, etc...).

Section 4.2 – National Labor Organization Representatives.

National Labor Organization representatives, subject to security regulations, will be allowed to visit an installation and/or meet with an **Employee** or Labor Organization representative for the purpose of accomplishing lawful Labor Organization business. Should pressing mission requirements or emergencies preclude the visit from being honored, the Employer will discuss the situation with the Labor Organization and arrange an alternate time and/or date. **National Labor Organization representative visits will be coordinated through the HRO-LRS or the designated representative prior to the visit.**

Section 4.3 – Representation During Deployment/Temporary Duty.

In the event of a deployment, when there is a requirement for **Employees** to participate (in an **Employee** status) as part of the deployment and assigned duties are not addressed in the employee's PD, a member of the Labor Organization may be designated to serve as a point of contact for the participating bargaining unit member(s). This representative will be responsible to assist the member(s) to secure information relative to personal problems experienced during the course of the deployment. The designated Labor Organization representative will have the authority to bring such concerns to the attention of the designated mission commander for resolution. When a problem or concern surfaces during the deployment which cannot be resolved, it may be processed using the negotiated grievance procedures upon return to home station, provided that the filing timelines indicated in the Grievance Article are complied with. Such concerns will be included in the post-mission report for further review and evaluation. If the issues concerning the **Employee** are purely military in nature, the Labor Organization will refrain from action on such matters and, therefore, such matters will not be open for negotiation, filing of grievances, or Unfair Labor Practices (ULPs). If a Labor Organization representative or steward is deployed, the Labor Organization retains the right to appoint someone to temporarily assume his duties in his absence. The Labor Organization will provide the HRO-LRS an updated appointment memorandum within 10 work days of the

change.

Section 4.4 – Official Time.

a. Labor Organization representatives will be granted official time, for periods when they would otherwise be in a duty status, to perform or participate in official Labor Organization activities (other than purely internal Labor Organization matters) as provided for in this section IAW Chapter 71 of Title 5 U.S. Code.

(1) Labor Organization officers will receive five work days per year, per individual, to be used as needed.

(2) Labor Organization stewards, not otherwise designated as Labor Organization officers, will receive three work days per year, per individual, to be used as needed.

(3) Each Chapter of the Labor Organization will be authorized four additional work days per year for the purpose of Labor Organization stewards to represent Labor Organization officers where Labor Organization officers are unable to attend designated training, seminars, or meetings.

(4) Reasonable travel time not to exceed one day to and from the Labor Organization sponsored sessions, seminars or meetings will be considered official time.

b. Official time will be made available without loss of annual leave during normal duty hours for the Labor Organization representatives to carry on business that is of mutual interest to the employing agency and the Labor Organization. Official time provisions encompass negotiations between a Labor Organization representative and an Agency representative, regardless of whether such negotiations pertain to the negotiation or re-negotiation of a basic collective bargaining agreement. Labor Organization representatives' normal work schedule may be adjusted to provide for the most efficient utilization of the approved official time provisions contained within this article.

Section 4.5 – Appropriate Uses of Official Time.

Official time will be granted IAW Chapter 71 of Title 5 U.S. Code and applicable rules, regulations, and legislation. Labor Organization representatives will notify their immediate supervisors and obtain concurrence prior to leaving their assigned area. In determining whether to grant official time, the supervisor must consider the work load requirements and the urgency of the request for official time. If the request is in reaction to a sensitive issue, which requires an immediate response, the supervisor will make every effort to grant the request immediately, or as soon as possible. Should the supervisor delay the request, they must provide an alternative time that the representative may be released. Official time activities include the following:

a. Steward(s) and representatives conferring with employees, **Employees**, and/or supervisors on grievances and other matters relating to conditions of employment. The recognized shop stewards in the Labor unit at the locations they are authorized to represent or, in their absence, duly appointed alternates, will be given a reasonable amount of official time to investigate, prepare, and present grievances, ULPs, and other employment related complaints. A bargaining unit member must request a Labor Organization representative.

b. Labor **and** Management meetings will be held by the parties on an as needed basis for the purpose of discussing the implementation of policies and procedures which affect working conditions, and to make recommendations to the Employer.

c. Labor Organization representatives on official time shall not exceed the number of individuals representing the employer when appearing at third party hearing procedures.

d. The Chapter Secretary, or his designee, shall be granted reasonable official time to prepare for pre-negotiations, negotiations, appeal(s), grievances, complaints or scheduled meeting(s).

e. A reasonable amount of time shall be given to appropriate Labor Organization representatives for the purpose of receiving data or orientation relating to matters of mutual concern. Labor Organization representatives will be given official time to attend training sessions conducted by the Employer pertaining to matters of mutual concern.

f. Travel time to and from pre-arranged meetings with officials of the Employer.

g. The Chapter President/Treasurer will be granted reasonable official time to prepare and maintain records and reports required of the Labor Organization by federal agencies. To maintain financial records and books required of the DOL, Internal Revenue Service, etc.

h. A reasonable amount of time will be granted to Labor Organization officials when representing Federal Employees by visiting, phoning and writing to elected representatives concerning desired legislation which would impact the working conditions of employees represented by the Labor Organization.

Section 4.6 – Representative Training.

Labor Organization representatives are authorized official time to attend training sessions conducted by the Employer and/or the Association of Civilian Technicians. Reasonable travel time not to exceed one day to and from the Labor Organization sponsored sessions, seminars or meetings will be considered official time. It is understood that this training will be of mutual concern to the Employer and necessary to the Labor Organization official as a representative of the Labor Organization. Approval will be granted except when there are mission related reasons requiring mandatory coverage and/or mission of the functional area precludes such

release. The Labor Organization will request this official time, in writing and include the training agenda to the LRS **designated representative** for approval.

Section 4.7 – Civilian Attire.

Labor Organization representatives are not required to wear the military uniform while performing representational functions or other Labor Organization activity related functions.

Section 4.8 – Representative Title.

Professional courtesy will be extended by both parties. The agency agrees to address Labor Organization representatives by their civilian title during the period they are performing representational duties. All correspondence from the Employer concerning labor management issues will be addressed to the Association representative with their civilian title. Surnames will be used to address Labor Organization representatives during the performance of their representational duties or when receiving correspondence from the Employer. Military titles will be used by Labor Organization representatives when addressing the Employer. Surnames and military titles will be used unless mutually agreed otherwise.

ARTICLE 5
GRIEVANCE PROCEDURES

Section 5.1 – General.

a. A grievance means any complaint by:

(1) A bargaining unit **Employee** concerning any matter relating to the employment of the **Employee**.

(2) The Labor Organization concerning any matter relating to the employment of any bargaining unit **Employee**.

(3) By any bargaining unit **Employee**, the Labor Organization, or the Employer concerning:

(a) The effect or interpretation, or a claim of breach of the Agreement.

(b) Any claimed violation, misinterpretation, or misapplication of law, rule, or regulation affecting conditions of employment.

b. The Employer and the Labor Organization agree that the negotiated procedure is the exclusive procedure available to the Labor Organization and the **Employees** in the bargaining unit for the processing of grievances, except where the grievant is provided a choice of the negotiated grievance procedure or a statutory procedure under the provisions of Chapter 71 of Title 5 U.S. Code. It is agreed that this negotiated procedure is a full coverage procedure except for those matters specifically excluded from the coverage of this Agreement.

c. The Employer and the Labor Organization agree that normal day-to-day discussions between **Employees** and supervisors are the most constructive means of developing effective work relationships. This procedure provides a means for the prompt and orderly consideration and resolution of **Employee** grievances.

d. It is the policy of the Employer that all **Employees** have a right to present their grievances to the appropriate Employer officials for prompt consideration and an equitable decision. In exercising this right, the **Employee** and his representative will be free from restraint, coercion, discrimination, or reprisal.

e. An individual's National Guard Bureau (NGB) Form 904-1, will not be disclosed to any unauthorized personnel. Release of this record to a third party will only be accomplished with the consent of the individual, in writing, IAW the Federal Privacy Act of 1974, as amended. Discussing the contents of an **Employee's** NGB Form 904-1 with higher level supervisors within the **employee's** chain of supervision or other individuals involved in the grievance process, disciplinary or adverse action, is not considered to be an unauthorized disclosure. A grievance file will be maintained at each level of supervision, up to, and including, that supervisor's

involvement, and can be reviewed by the Labor Organization upon the grievance approval.

f. Matters excluded from the negotiated grievance procedures are **IAW 5 USC § 7121(c)(1)-(5)**:

- (1) Any claimed violation relating to prohibited activities (Hatch Act violations).
- (2) Retirement, life, or health insurance.
- (3) **A suspension or removal under Section 7532 of this title.**
- (4) Any examination, certificate, or appointment.
- (5) The classification of any position which does not result in the reduction in grade or pay of an employee.
- (6) A suspension greater than 14 days or removal under the TPR 752.
- (7) Appeals of a Performance Appraisal or **personnel actions resulting from the failure of a Performance Improvement Plan** will be filed IAW **applicable laws, rules or regulations and any changes thereto.**
- (8) Equal Employment Opportunity (EEO) complaints will be processed IAW EEO procedures of Article **10**.

Section 5.2 – Representation.

a. The Labor Organization has the right, in its own behalf, or on the behalf of an **Employee** in the bargaining unit represented by the exclusive representative, to present and process grievances. If an **Employee** or group of **Employees** elect to present their grievance(s) to the appropriate supervisor without the assistance of the Labor Organization, adjustment of the grievance(s) may not be inconsistent with the terms of this Agreement. If a bargaining unit **Employee**, or a group of bargaining unit **Employees** elect to process a grievance without Labor Organization assistance, the appropriate supervisor will consult with the HRO-LRS, who will then notify the Labor Organization in writing in advance of grievance proceedings.

b. An **Employee** may be represented by the Labor Organization or choose to represent himself in any grievance(s) or appeal action. Both the **Employee** and his authorized representative, if the representative is an **Employee** in the FLNG, will be given official time to investigate, prepare, and present the grievance(s). The Labor Organization retains the right to be present at any grievance or adjusted grievance meeting (see Article 3, section 3.3 and the above).

c. Labor Organization representatives should normally be utilized to provide representation in their assigned geographic area, this however does not preclude representatives from providing representation in other areas of the state, as needed.

Personnel not appointed by the Labor Organization as officers or stewards will not be allowed to perform official representational functions on behalf of the bargaining unit nor will they be allowed the use of official time. The Labor Organization may appoint bargaining unit representatives telephonically to the HRO-LRS with the appointment to be confirmed in writing within 10 working days.

d. The Labor Organization agrees to appoint a Labor Organization representative consistent with the terms of this Agreement. In those instances where the appointed representative is not available, the Labor Organization may appoint an alternate representative to act on its behalf, with notification as outlined in Section 5.2c, above. Except as awarded pursuant to the Back Pay Act, if a Labor Organization representative is selected from outside the bargaining unit member's local commuting area, the Employer will not provide any travel or per diem for the Labor Organization representative, nor would he earn any compensatory time for any travel time performed outside his normal duty times.

Section 5.3 – Processing Grievances.

a. Should a need arise to change the established grievance process, the **Agency/Supervisor** affecting the change will notify the appropriate Labor Organization representative prior to the change. The Labor Organization will be provided a list of the grievance channels in any given area, upon request.

b. When it can be determined by the senior supervisor at the work site (Step 2) that the resolution authority for a grievance is at a specific higher level of the grievance procedure, intervening Steps may be bypassed for the initial presentation. However, such grievance elevation will not occur without notification to the HRO-LRS. In such cases, the initial presentation will be submitted, in writing, by the grievant and presented IAW the procedures for the Step which has the resolution authority. However, the written grievance will be forwarded through all intervening Steps. These intervening Steps will forward the written grievance within the timeframes outlined in Section 5.4, below, to the Step with resolution authority. The intervening Steps will have the authority to comment for clarification purposes if they so desire.

c. In small bases/installations/facilities where supervisory channels preclude the establishment of Step 1, the Step 2 supervisor will process the grievance.

d. The informal procedure will first be followed, and then the formal steps will be followed, as required. The chain of supervision must be followed in the informal grievance procedure processing, prior to formal grievance proceedings.

Section 5.4 –Employee Grievance Procedures.

a. Informal Procedure. The informal procedure is established as follows:

(1) It is agreed that settling of problems should be accomplished verbally before

becoming formal. Matters not included in the informal grievance shall not be addressed at the formal level for the same grievance.

(2) The grievance shall first be addressed with the supervisor of concern by the aggrieved **Employee** and his representative. The grievance must be presented within the time-limits established in Section 5.5, below. The supervisor of concern will render an oral decision to the aggrieved **Employee** or representative within an agreed to time-limit, from the date of notification of the grievance. The supervisor is encouraged to confer with any/all officials of the Employer concerned prior to rendering his decision.

(3) If the supervisor of concern is unavailable to accept the grievance, the supervisor at the next higher level who has resolution authority will receive the grievance and remand it to the supervisor of concern, upon his return for resolution.

(4) If a grievance is presented orally to the supervisor, the supervisor will reduce the oral grievance to writing via a Memorandum for Record (MFR), present the document to the grievant (and representative), and ascertain if the MFR clearly specifies the grounds for the grievance and requested resolution. Corrections to the MFR may be made, and the grievant must annotate acknowledgement of consent that the MFR properly outlines the reasons and resolution sought. Once a decision has been rendered, the MFR will be amended to include the meeting with the aggrieved outlining the supervisor's decision. The MFR will be retained for not more than one year from the date the grievance was made. Grievance MFRs will not be filed in an employee's supervisory folder (904-1).

b. Formal Procedure. If a grievance cannot be informally resolved, the formal procedure will be followed:

(1) Step 1 – If the grievance is not informally resolved, the grievance will be submitted, in writing, within five working days using the established Grievance Form, by the grievant or the Labor Organization, to the next level supervisor who has resolution authority. This next level supervisor will meet with the supervisor of concern, the grievant, and the representative within five working days from receipt of the grievance. A written decision will be furnished to the grievant within five working days after the date of the meeting. The grievant's NGB Form 904-1 will be annotated accordingly. If the grievance is resolved in favor of the grievant, the respective annotations will be promptly removed from the NGB Form 904-1.

(2) Step 2 – If the grievance is not resolved at Step 1, the grievance shall be referred by the grievant and/or the Labor Organization, to the next higher level of the grievance procedure within five working days after receipt of the decision in Step 1. This supervisor shall meet with the grievant, his representative, the Labor Organization, and the supervisors concerned within five working days after receipt of the elevated grievance. A written decision will be rendered within five working days after the meeting, and will be provided to the aggrieved **Employee**, the Labor Organization if the Labor Organization is not representing the grievant, and the representative.

(3) Step 3 – If the grievance is not resolved at Step 2, the grievance shall be referred by

the grievant to the Employer within 15 working days of receipt of the Step 2 decision. The Employer's representative will meet with designated Labor Organization executive representatives to discuss the grievance. The Employer will review the grievance and will render a decision within 15 working days. The Employer's decision will be addressed to the grievant with copies to any cosigners and the Labor Organization's Chapter President. This step (step 3) is the final step in the grievance process for actions taken under TPR 752.

(4) Step 4 – If the grievance is not resolved at Step 3, only the Labor Organization or the Employer may invoke binding arbitration, but must do so within 30 days of receipt of the response to the Step 3 grievance or knowledge of the event necessitating arbitration. Individual **Employees** do not have the right to invoke binding arbitration. If either the Employer or the Labor Organization considers arbitration appropriate, they will review the grievance in an effort to establish a mutual stipulation of the grievance and remedy.

c. When processing a grievance, all signatures by the parties will be original signatures, and the Labor Organization will not permit a grievant to sign a Labor Organization Representative's name to a grievance. This ensures the Labor Organization's knowledge of the filing of a grievance.

Section 5.5 – Time Limits.

a. Any grievance not taken up within 20 working days after the occurrence of the matter out of which the grievance arose or when the **Employee** became aware of it, shall not be presented.

b. All time-limits provided for herein may be extended by mutual agreement for valid reasons, provided a request for extension of time is presented prior to the expiration of the prescribed time-limit.

c. Time requirements not met IAW Section 5.4, above, and this Section, due to the fault of the Employer, will be considered a negative response to the grievant, and he and/or the Labor Organization representative may then forward the grievance to the next higher Step.

Section 5.6 – Cancellation of Grievance(s).

a. A grievance will be cancelled under the following conditions:

(1) At the written request of the grievant.

(2) Upon termination of the **Employee's** employment with the organization, unless there are actions pending which affect the **Employee's** entitlements or pay.

(3) Upon the death of the **Employee**, unless the grievance involved a matter of monetary entitlements to beneficiaries. If the **Employees** or the Labor Organization does not proceed with the advancement of the grievance as outlined in Section 5.4, above.

The Labor Organization and the Employer will be notified, by the supervisor effecting the action, when a grievance is cancelled.

GRIEVANCE FORM

1. GRIEVANT NAME(S): _____
2. GRIEVANCE STEP: (Circle 1) INFORMAL STEP 1 STEP 2 STEP 3 STEP 4
3. UNIT/WORK SITE: _____
4. DUTY PHONE: _____
5. POSITION(S) OCCUPIED: _____
6. REPRESENTATIVE'S NAME AND DUTY PHONE NUMBER: _____

7. GRIEVANCE ADDRESSED TO: _____
8. BACKGROUND AND NATURE OF GRIEVANCE: _____

9. RECOMMENDED SOLUTION: _____

10. SIGNATURE(S) OF GRIEVANT(S): _____
Date: _____
11. SIGNATURE OF REPRESENTATIVE: _____
Date: _____
12. SIGNATURE OF EMPLOYER REPRESENTATIVE ACCEPTING THE GRIEVANCE:

Date: _____

Form Must be Completed In Its Entirety

ARTICLE 6 ARBITRATION PROCEDURES

Section 6.1 – Policy.

Only the Labor Organization or the Employer may invoke binding arbitration. If either party questions the arbitrability of a matter because it conflicts with any applicable existing law or circumstance, the arbitrator will rule on the matter of arbitrability prior to rendering his decision on the merits of the grievance. Any decision rendered by the arbitrator in the above circumstances may be challenged as provided for by law.

Section 6.2 – Issue(s) to be Arbitrated.

The issue(s) to be arbitrated will be the same issue(s) raised at the Step 3 grievance, and will not be expanded on prior to the filing of the Request for Arbitration.

Section 6.3 – Procedures.

When arbitration is invoked by either party, the party invoking arbitration may request a list of seven arbitrators from the Federal Mediation and Conciliation Service (FMCS). Within 10 working days of receiving the list, both parties shall meet to select an arbitrator. If an agreement cannot be reached regarding the selection of an arbitrator, then the parties shall alternately strike one name from the list until only a single name remains. The one name remaining will then be the duly selected arbitrator. The party invoking arbitration shall strike the first name. If either party fails to participate in the selection process, the arbitration action will proceed with the party invoking arbitration accomplishing the selection action.

Section 6.4 – Payment of Fees.

The fees, per diem, and travel costs of the arbitrator shall be equally shared by the Employer and the Labor Organization.

Section 6.5 – Conduct of Hearing.

The Arbitration Hearing shall be held on a date and at a location mutually agreed upon by the Employer and the Labor Organization. In the event a date or location cannot be agreed upon, the arbitrator will decide. The Arbitration Hearing will be held during regular work hours of the normal workweek. Compensatory Time will not be authorized for Labor Organization representatives during non-work periods. In the event a party requests that the Hearing be held at a location other than a FLNG installation/facility, that party will pay the resulting costs.

Section 6.6 – Arbitration Decisions.

The arbitrator will be requested by the parties to render a decision as quickly as possible after the conclusion of the Hearing. The arbitrator cannot amend, supplement, or add to the provisions of this Agreement. Certification of compliance with the decision of the arbitrator, to include corrective action if taken, shall be provided to the other party as soon as practicable.

Section 6.7 – Exceptions to Award.

It is agreed that either party may file exceptions to the arbitrator's award with the Federal Labor Relations Authority (FLRA) under regulations prescribed by the FLRA. If no exception to an arbitrator's award is filed during the 30 day period beginning on the date the arbitrator's award is served on the filing parties, the award shall be final and binding.

Section 6.8 – Transcripts.

Should transcripts be requested by either party of an arbitration, the requesting party will be responsible for payment for such transcriptions and, if the other party desires a transcript, it will be provided at the prevailing per copy rate.

ARTICLE 7
MEDIATION

Section 7.1 – Policy.

The Employer and the Labor Organization agree to follow the provisions of the law when an agreement cannot be reached over issues that are deemed appropriate for Collective Bargaining IAW Chapter 71 of Title 5 U.S. Code.

Section 7.2 – Procedures.

The parties agree that when an impasse is reached during negotiations, prior to going to the Federal Service Impasses Panel, the FMCS will be contacted for assistance. The requesting party will assume responsibility to contact the FMCS and coordinate the participation of the mediator in negotiations. Neither party will attempt to unilaterally frame the issue for the mediator. If an agreement cannot be reached after invoking mediation, either party may proceed IAW Chapter 71 of Title 5 U.S. Code.

ARTICLE 8
UNFAIR LABOR PRACTICES

Section 8.1 – Responsibilities.

a. Employer Responsibilities. The Employer shall not:

(1) Interfere with, restrain, or coerce an **Employee** in the exercise of his rights assured by the terms of this Agreement and Chapter 71 of Title 5 U.S. Code.

(2) Encourage or discourage membership in the Labor Organization by discrimination pertaining to hiring, tenure, promotion, or other conditions of employment.

(3) Sponsor, control, or otherwise assist any Labor Organization, except that the Employer may furnish customary and routine services and facilities under Chapter 71 of Title 5 U.S. Code.

(4) Discipline or otherwise discriminate against an **Employee** because he has filed a complaint, affidavit, petition, grievance, or given testimony under Chapter 71 of Title 5 U.S. Code.

(5) Refuse to consult, confer, or negotiate in good faith with the Labor Organization as required by Chapter 71 of Title 5 U.S. Code.

(6) Fail or refuse to cooperate in impasse procedures and impasse decisions as required by this chapter.

(7) Enforce any rule or regulation (other than a rule or regulation implementing of Chapter 71 of Title 5 U.S. Code section 2302) which is in conflict with any applicable collective bargaining agreement if the agreement was in effect before the date the rule or regulation was prescribed.

(8) Otherwise fail or refuse to comply with any provision of this chapter.

b. Labor Organization Responsibilities. The Labor Organization shall not:

(1) Interfere with, restrain, or coerce an **Employee** in the exercise of his rights under Chapter 71 of Title 5 U.S. Code.

(2) Cause or attempt to cause the Employer to discriminate against any **Employee** in the exercise of his rights under Chapter 71 of Title 5 U.S. Code.

(3) Coerce, discipline, fine, or attempt to coerce, take other economic sanctions against

a member of the Labor Organization as punishment, reprisal, or for the purpose of hindering or impeding his work performance or productivity as an employee, or the discharge of his duties, as an **Employee**.

(4) Discriminate against an **Employee** with regard to the terms or conditions of membership in the Labor Organization on the basis of race, color, creed, national origin, sex, age, preferential or non-preferential civil service status, political affiliation, marital status, or handicapping condition.

(5) Refuse to consult, or negotiate in good faith with the Employer as required by Chapter 71 of Title 5 U.S. Code.

(6) Fail or refuse to cooperate in impasse procedures and impasse decisions as required by Chapter 71 of Title 5 U.S. Code.

(7) Call, or participate in, a strike, work stoppage, or slowdown; picket the Employer in a Labor Management dispute; or condone any such activity by failing to take affirmative action to prevent or stop it.

(8) Fail or refuse to comply with any provision of this chapter.

c. Employer and Labor Organization Responsibilities. The Employer and Labor Organization will safeguard sensitive/classified information as well as protect the rights of individuals IAW the Privacy Act.

d. The Labor Organization shall not deny membership to any **Employee** in the appropriate bargaining unit except for failure to meet reasonable occupational standards uniformly required for admission, or failure to tender dues uniformly required as a condition of acquiring and retaining membership. This paragraph does not preclude the Labor Organization from enforcing discipline IAW procedures under its Constitution or By-Laws, which conform to the requirements of Chapter 71 of Title 5 U.S. Code.

e. Issues which can properly be raised under an appeals procedure may not be raised under this Article. All complaints under this Article that cannot be resolved by the parties may be filed with the FLRA.

f. The parties agree to allow a 7 work day period for informal ULP resolution before filing charges with the FLRA. This informal ULP "pre-file" period will be in writing, and in an effort to bring the matter to resolution without the need to file a ULP with the FLRA. No later than 10 days after the conclusion of the 7 work day pre-filing period, unless notified in writing by the Labor Organization to the contrary, the informal ULP will be deemed resolved/cancelled. The parties agree to provide a copy of the basic charges to be presented in the ULP to each other, simultaneously with submitting it to the FLRA.

ARTICLE 9
CONDUCT, DISCIPLINE, AND ADVERSE ACTIONS

Section 9.1 - **Employee** Conduct.

a. Standards of Conduct: **Employees** are subject to and must comply with the standards of conduct outlined in the Technician Handbook. Violations of any of these standards subject the violator to disciplinary or adverse action. Under provisions of federal law a person may not accept or hold a position in the Government of the United States if such person seeks the overthrow of our constitutional form of Government by force, violence, or other unlawful means or is a member of an organization that seeks to do the same.

b. Political Activities: National Guard **Employees** are subject to the political activities restrictions outlined in applicable laws, which are further summarized in the Technician Handbook given to each **Employee** upon initial employment. All **Employees** are free to engage in political activities to the widest extent consistent within the restrictions imposed by law. **Employee** are not obligated to contribute to a political fund or to render political service, and they may not be moved or otherwise prejudiced for refusal to do so.

Section 9.2 – Voluntary and Non-Disciplinary Actions & Discipline and Adverse Action.

There are a variety of options available to resolve issues/situations involving **Employees**. TPRs 715, 752, and 752-1 provide a range of personnel actions available to address these situations. The procedures in these TPRs will be followed by the parties.

a. A logical progressive sequence for correcting inappropriate action/behavior would include: counseling; warning; oral admonishment; Letter of Reprimand (LOR); suspension; etc. It is recognized that circumstances may exist where progressive discipline may not be appropriate.

b. An appeal of a Suspension of 14 calendar days or less and a Letter of Reprimand may only be made by using the negotiated grievance procedure.

Section 9.3 – Representation.

If an **Employee** believes that a formal discussion with a supervisor may lead to disciplinary or adverse action, the **Employee** has a right to exercise his Weingarten right. If an **Employee** requests representation, no further questioning will take place until the **Employee's** representative is present, unless the **Employee** subsequently waives, in writing, any representation. In this case, a copy of the waiver will be provided to the Labor Organization. It is understood that a representative must be made available within a reasonable period of time.

Section 9.4 – Appeals

Appeals will be filed in accordance with applicable laws, rules or regulations.

ARTICLE 10
EQUAL EMPLOYMENT OPPORTUNITY (EEO) PROGRAM

Section 10.1 – Laws Enforced by Equal Employment Opportunity Commission (EEOC).

The Employer and the Labor Organization agree to cooperate to the fullest in providing equal opportunity for all qualified applicants and **Employee** sand to prohibit discrimination. Both parties agree to promote and support all EEO programs for EEO in a proactive and continuous manner. For the most current prevailing laws and guidance pertaining to EEO reference: <http://www.eeoc.gov/>.

a. Title VII of the Civil Rights Act of 1964 (Title VII). This law makes it illegal to discriminate against someone on the basis of race, color, religion, national origin, or sex. The law also makes it illegal to retaliate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit. The law also requires that employers reasonably accommodate applicants' and employees' sincerely held religious practices, unless doing so would impose an undue hardship on the operation of the employer's business.

b. The Pregnancy Discrimination Act. This law amended Title VII to make it illegal to discriminate against a woman because of pregnancy, childbirth, or a medical condition related to pregnancy or childbirth. The law also makes it illegal to retaliate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit.

c. The Equal Pay Act of 1963 (EPA). This law makes it illegal to pay different wages to men and women if they perform equal work in the same workplace. The law also makes it illegal to retaliate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit.

d. The Age Discrimination in Employment Act of 1967 (ADEA). This law protects people who are 40 or older from discrimination because of age. The law also makes it illegal to retaliate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit.

e. Title I of the Americans with Disabilities Act of 1990 (ADA). This law makes it illegal to discriminate against a qualified person with a disability in the private sector and in state and local governments. The law also makes it illegal to retaliate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit. The law also requires that employers reasonably accommodate the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, unless doing so would impose an undue hardship on the operation of the employer's business.

f. Sections 102 and 103 of the Civil Rights Act of 1991. Among other things, this law amends Title VII and the ADA to permit jury trials and compensatory and punitive damage awards in intentional discrimination cases.

g. Sections 501 and 505 of the Rehabilitation Act of 1973. This law makes it illegal to discriminate against a qualified person with a disability in the federal government. The law also makes it illegal to retaliate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit. The law also requires that employers reasonably accommodate the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, unless doing so would impose an undue hardship on the operation of the employer's business.

h. The Genetic Information Nondiscrimination Act of 2008 (GINA) Effective - November 21, 2009. This law makes it illegal to discriminate against employees or applicants because of genetic information. Genetic information includes information about an individual's genetic tests and the genetic tests of an individual's family members, as well as information about any disease, disorder or condition of an individual's family members (i.e. an individual's family medical history). The law also makes it illegal to retaliate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit.

Section 10.2 – Programs.

The Employer agrees to accept recommendations and suggestions from the Labor Organization on matters relating to the EEO program, which may lead to program improvements. It is further agreed that the Employer will consult, confer, or negotiate, as appropriate, on matters concerning personnel policies, practices and matters affecting working conditions of **Employees**.

Section 10.3 - Complaint Procedures.

Any **Employee** who believes that they have been discriminated against in any matter based on protected class (as defined by the EEOC) may file a complaint in accordance with **applicable laws, rules and regulations**.

a. Complainants must bring allegations of discrimination to the attention of an EEO counselor or the State Equal Employment Manager (SEEM) within 45 calendar days after the date of the alleged act of discrimination, the effective date of the alleged discriminatory personnel action or the date the complainant knew or reasonably should have known of the discriminatory act or personnel action.

b. Any **Employee** who initiates an EEO complaint is entitled, upon request, to representation at any time during the complaint process.

c. The Employer and the Labor Organization agree that EEO violations in the workplace will not be tolerated. Upon receiving a complaint, the Employer will evaluate and take necessary action as the circumstances may warrant. When a complaint is filed, the Employer may consider a management-directed reassignment of the individual(s) named in the complaint. **Employees** found to have violated EEO policy will receive immediate and appropriate action.

Section 10.4 – Resolution.

When an EEO complaint is handled by an EEO counselor and a resolution is achieved during the informal stage, the Employer will afford the Labor Organization an opportunity to be represented at the resolution meeting. Such appearances must have the concurrence of the complainant.

ARTICLE 11
EMPLOYEE ASSISTANCE PROGRAM (EAP)

Section 11.1 – Policy.

The Employee Assistance Program (EAP) will be administered in accordance with **applicable laws, rules and regulations.**

a. The Employer and the Labor Organization recognize substance abuse (alcohol or drugs) as treatable health problems. Although particular emphasis will be given to those **Employees** with health problems related to substance abuse (that may affect the **Employee's** work performance, conduct or behavior) an **Employee** will not be excluded from seeking or receiving assistance for other personal problems such as financial difficulties, legal, family, or other conditions that may negatively impact job performance, conduct or behavior.

b. **Employees** having illnesses related to substance abuse will receive the same careful consideration and offer of assistance that is presently extended to **Employees** having any other illnesses or health related problems.

c. **Employees** who have psychiatric problems, or who are suffering from what could be defined as stress related medical conditions, may also be afforded assistance in the program.

d. Leave, to exclude Military Leave and LEL, is authorized for the purpose of treatment or rehabilitation as in any other illness or health problem.

Section 11.2 – Program Responsibility.

a. The Program will provide for referral of **Employees** to resources outside the FLNG for treatment and treatment follow-up. In addition, **Employees** may utilize these services on their own initiative.

b. Rehabilitation expenses are the responsibility of the **Employee**. As with other illnesses, certain specified costs may be reimbursable under applicable Federal Employees Health Benefits programs or other individual medical insurance plans in which the **Employee** may be a participant.

Section 11.3 – Personnel Actions.

a. Requesting counseling or referral assistance through the EAP will not jeopardize an **Employee's** job security or promotion opportunities.

b. Technician Personnel Regulation 752, and all applicable federal laws and regulations, govern disciplinary proceedings for **Employees** having a substance abuse problem.

Section 11.4 – Confidentiality.

An employee whose performance or conduct indicates a problem may be referred to the Employee Assistance Program Coordinator (EAPC). The confidential aspects of employees with medical/behavioral problems shall be maintained. Neither EAP personnel, counselor, **nor management** officials shall reveal the name of a person seeking assistance, being assisted or having been assisted, or the nature of the assistance/progress, without the employee's written consent in accordance with the Privacy Act.

a. The confidential nature of medical/psychiatric records of **Employees** with substance abuse related problems will be maintained as provided by law and regulations.

ARTICLE 12
HEALTH AND SAFETY

Section 12.1 – General.

a. The Employer, to the full extent of its authority, will make every effort to provide safe and healthful working conditions (to include facilities) IAW the Occupational Safety and Health Act of 1970, as implemented by Executive Order for Federal Employees, Part 1960. Appropriate supplies, equipment, and services will be furnished by the Employer, at no cost to the **Employee**, to achieve this purpose, as authorized by applicable regulations and within the Employer's budgeting constraints. **The intent of this Article is to:**

(1) **Promote and enhance the safety, comfort, health, and wellness of all employees.**

(2) **Improve mission accomplishment by providing a safe and healthful work environment.**

(3) **Ensure that parties do not intend to alter the appearance of the military uniform nor relax militarily prescribed uniform standards.**

b. The Employer agrees to provide federally (**OSHA**) approved personal protective equipment and approved safety equipment. **Employees** are required to use such items provided.

c. Personal Protective Equipment. **Employees** will wear the appropriate personal protective equipment required for the task (i.e., welding goggles when welding) as provided by the Employer.

d. **Safety Footwear. When and where required, safety footwear, to include the replacement of unserviceable ones, will be provided by the Employer consistent with Government regulations.**

e. Safety Glasses. When and where required, safety glasses, to include the replacement of broken or damaged ones, will be provided by the Employer consistent with Government regulations.

f. Hearing Protection. When and where required (noise hazard areas) **Employees** will wear the appropriate Employer provided hearing protection.

g. Procurement. Procurement of safety items will be provided by the Employer. Within 60 days of signing this Agreement the parties will enter into a Memorandum of Agreement (MOA) to outline the procurement process.

h. The Labor Organization will be afforded the opportunity to view the State HAZLOG upon request. Any requests will be submitted in writing to the State Safety Office.

Section 12.2 – State Safety Council.

- a. The Labor Organization will nominate, for appointment by the Employer, one member and one alternate member from each Chapter for membership on this Council.
- b. The purpose of this Council is to assist and advise the Employer, IAW applicable safety directives, on matters affecting Occupational Health and Safety.
- c. This Council shall meet at least twice a year or upon the call of the Chairperson. Minutes of all meetings will be recorded and copies furnished to each Council member.
- d. Labor Organization representatives will be notified of meeting dates by the Safety and Occupational Health Manager **or designated representative** and provided read ahead materials in the same manner as other Safety Council members.

Section 12.3 – Local Safety Councils.

- a. A local Safety Council will be established by the Employer as required by regulation. Where the number of **Employees** employed at a particular location is limited, an individual will be designated to assist the supervisor in the area of safety.
- b. The Labor Organization will nominate, for appointment by the Employer, at least one **Employee** from within the bargaining unit to serve as member(s) of each local Council when one is established. These appointees will be invited to recurring Safety Council Meetings.
- c. The names of personnel serving on local Councils will be published and posted on appropriate bulletin boards.
- d. Labor Organization members of the Council will be notified as to the availability of safety schools and, when such schools become available, will be allotted equal space for attendance with Employer members of the Safety Council.

Section 12.4 – Work Situations.

- a. Applicable safety directives will not be violated in the performance of an **Employee's** duties. Assigned duties that violate safety directives will be brought to the attention of the immediate supervisor at once.
- b. The Employer acknowledges that employees have the rights provided by 29 CFR, Section 1960.46(a), and any changes thereto, and that as of the date of execution of this Agreement the rights provided by 29 CFR, Section 1960.46(a), that include “the right of an employee to decline to perform his or her assigned task because of a reasonable belief that, under the circumstances the task poses an imminent risk of death or serious bodily harm coupled with a reasonable belief that there is insufficient time to seek effective redress through normal hazard

reporting and abatement procedures established in accordance part of 29 CFR, Section 1960.46(a).

c. An **Employee** assigned emergency additional duties related to safety will receive, from the Employer, appropriate training in carrying out these responsibilities. Any protective equipment normally authorized IAW applicable regulations will be provided at the time the **Employee** is engaged in the duty.

d. Areas in which handicapped employees are working will be identified so as to ensure their safety in an emergency situation.

e. The Employer will take action immediately upon notification of an imminent danger to personnel in a work area to:

(1) Evacuate all endangered **Employees** from the affected area if the situation requires this. Areas in which handicapped employees are located will be given priority consideration.

(2) Eliminate the condition.

(3) Notify the local Safety Council of the situation (by the supervisor in charge).

(4) Notify the shop steward when the situation has been rectified (by the supervisor in charge).

f. When an **Employee** is attending training pertaining to health or safety, such as Cardiopulmonary Resuscitation, first aid, or firefighting, the group facilitator will determine start time, breaks, and dismissal time. If an **Employee** is released from the training program by the instructor, he will be expected to return to the duty station if there is productive time remaining in the normal workday.

g. All **Employee** who are involved in or observe an accident are required to report it to their supervisor and/or the Safety Officer.

h. Per the Pregnancy Discrimination Act, management in coordination with HRO will consider all options available to accommodate employees during pregnancy.

Section 12.5 – Safety Publications.

The Employer agrees to request from the originating Agency those publications required in the administration of the **Employee** health and safety program. Upon receipt, the Employer will distribute those publications to the appropriate activity and make known to local Safety Councils their availability so as to provide access to them by **Employees**.

Section 12.6 – Safety Inspections.

Whenever there is an outside agency safety inspection of an **Employee** work area, a representative of the Labor Organization who represents that area will be given the opportunity to accompany the inspector/investigator during the inspection/investigation. Where the Employer receives advance notice, the Employer will notify the Labor Organization when advised that an outside agency is scheduled to conduct a survey or inspection within a specified **Employee** work area.

Section 12.7 – Medical Surveillance Program.

a. The Employer agrees to establish a Medical Surveillance Program for the express purpose of monitoring the health of **Employees** whose occupation exposes them to toxic agents and/or other accumulative hazardous working conditions.

b. Medical surveillance records are for official use only and will not be released to any third party, unless:

(1) The third party's request is based on an official need-to-know basis.

(2) There is an **Employee** -generated Privacy Act Release Form on file.

Section 12.8 – Health Benefits.

HRO will notify employees annually of Federal Employees Health Benefits open season.

Section 12.9 – Smoking Policy.

The Employer and the Labor Organization agree that an Agency prepared smoking policy is required to ensure that **Employees** are not exposed to the harmful effects of another individual's smoking habit. The Agency smoking policy will be implemented throughout the **Employee** work force. The smoking policy will be established consistent with Federal and State laws, regulations, and policies. The Employer agrees to provide a designated smoking area within a reasonable distance.

Section 12.10 – Heat and Cold Extremes.

The Agency and the Labor Organization recognize that **Employees** may be required to be exposed to extreme weather conditions in the performance of their duties. The Agency will provide special clothing and equipment necessary as authorized IAW applicable regulations, to accomplish those duties thereby reducing the risk to exposed **Employees**. Any changes to the military uniform will be consistent with the uniform policy of the FLNG as addressed in appropriate service regulation. Applicable service regulations and guidelines will be referenced to mitigate heat and cold related injuries.

Section 12.11 – Lightning.

Applicable service regulations and guidelines will be referenced to mitigate lightning related injuries. In the absence of specific guidance, the Florida National Guard will use the National Weather Service 30-30 Rule where visibility is good and there is nothing obstructing your view of the thunderstorm. When you see lightning, count the time until you hear thunder. If that time is 30 seconds or less the thunderstorm is within 6 miles of you and is dangerous. Seek shelter immediately. The threat of lightning continues for a much longer period than most of us realize. Wait at least 30 minutes after the last lightning flash before leaving shelter. Lightning safety policies and procedures will not be violated to include the solicitation of volunteers during lightning warnings or when seeking shelter under the 30-30 Rule.

Section 12.12 – Severe Weather.

For severe weather issues, refer to Article 3.2b. of this agreement.

Section 12.13 – Air Quality.

Local management will seek feedback from their local safety office regarding poor air quality (smoke, pollution, smog) to mitigate the associated risks. **Employees** who become symptomatic or have symptoms that become aggravated due to poor air quality will report to their supervisor for appropriate action (IAW 29 CFR 1910.1000).

ARTICLE 13
ENVIRONMENTAL DIFFERENTIAL PAY AND HAZARDOUS DUTY PAY

Section 13.1 – Policy.

The Employer and the Labor Organization have as their objective the elimination, or reduction to the lowest level possible, of all hazards, physical hardships, and working conditions of an unusually severe nature. When the Employer's action does not overcome the unusually severe nature of the hazard, physical hardship, or working condition, an environmental or hazardous differential may be warranted.

Section 13.2 – Coverage.

a. Environmental Differential Pay (EDP) is applicable to Federal Wage System **Employees**. Hazardous Duty Pay (HDP) is applicable to General Schedule **Employees**.

b. Both EDP and HDP are defined by, and subject to, restrictions outlined in Title 5 Code of Federal Regulations (CFR), Part 532, Public Law and applicable Office of Personnel Management (OPM) and NGB regulations.

c. When it is determined by the Employer that an excused absence (administrative) is to be granted, as approved by the HRO, the **Employee** whose services are required, and who must remain at the work location, will be authorized EDP/HDP consistent with appropriate regulations and duties actually performed.

Section 13.3 – Environmental Differential Pay/Hazardous Duty Pay Procedures.

a. The Employer will publish an EDP/HDP Plan which will identify approved categories of situations for which EDP/HDP is authorized.

b. The Plan will define payment procedures and various degrees of hazards, physical hardships, and working conditions, each of an unusually severe nature, for which the differentials are payable.

c. Amendments to categories outlined in the Plan in the form of additions, changes, or deletions may be made by the HRO on its own motion, by the Labor Organization through the HRO, and by individuals or groups of **Employees** by recommendations through supervisory channels to the HRO for consideration. The Labor Organization may assist an **Employee** in presenting a proposed amendment to the HRO. All recommendations will be forwarded to the HRO for review/approval.

d. The Labor Organization and the Employer acknowledge the individual's right to seek review of decisions concerning EDP/HDP matters, as prescribed in Title 5 USC, Section 532.

Section 13.4 – Identifying New Work Situations.

A proposal that a local work situation be identified for inclusion under environmental or hazardous differentials will be described, in writing, to the immediate supervisor at that work location.

a. The format for a situation currently in the Plan may be used as a guide in describing the proposed situation. As a minimum, information identifying the work location and the hazard or physical hardship for which the differential is proposed will be included in the request.

b. The supervisor who receives a proposal for inclusion in the environmental or hazardous differential will provide, if appropriate, any additional information or comments and forward the proposal through supervisory channels to the HRO. The HRO will process the request as provided for in Section 13.3, above.

c. The Labor Organization will be afforded the opportunity to review hazardous and environmental incident reports pertaining to working conditions.

d. When an EDP/HDP situation is to be removed from the EDP/HDP Plan, the Labor Organization will be consulted prior to its removal.

Section 13.5 – Payment of Environmental or Hazardous Differential.

a. An environmental or hazardous differential is paid to an **Employee** IAW procedures outlined in appropriate regulations.

b. Supervisors will certify pay differentials for payment to the servicing payroll office.

c. When an EDP/HDP situation exists where the employee requests payment and the supervisor disapproves the request, the employee may submit the request for reconsideration to the next higher level supervisor.

d. When determining EDP/HDP payments, supervisors will advise the supporting payroll office to ensure that payment is made utilizing the most current EDP/HDP directives.

Section 13.6 – Retroactive Payment of Environmental Differential Pay/Hazardous Duty Pay.

If an EDP/HDP situation is approved and an individual has been required to work in that environment, and the times can be documented, retroactive payment of EDP/HDP may be authorized. Retroactive payment of EDP/HDP will be accomplished only as specifically authorized in Title 5, USC.

Section 13.7 – Environmental Differential Pay / Hazardous Duty Pay Committee.

The Employer and the Labor Organization agree to establish an Environmental Differential Pay /

Hazardous Duty Pay Committee. The committee will meet every two years to review Environmental Differential Pay / Hazardous Duty Pay exposures, unless either party requests to meet earlier.

ARTICLE 14
POSITION DESCRIPTION AND CLASSIFICATION

Section 14.1 – Scope of Employment.

Upon appointment, an **Employee** will be assigned to duties IAW the **Employee** Position Description (PD). Within 30 days of assignment to a position, each **Employee** will be provided with a copy of the PD for the position to which assigned. The **Employee** PD prescribes the work to be performed with an overview of the duties and responsibilities. **Employees** may, from time to time, be required to perform duties other than those reflected as principal duties of the PD. Consequently, each PD contains the statement, "perform other duties as assigned." Generally, such tasks are related to the **Employee** position requirements and qualifications, and are of an incidental nature. The unique nature of National Guard **Employees** may require them to perform other duties which might not be reasonably related to an **Employee** position. As an example, these duties may include, but are not necessarily limited to: work during emergency situations; work to support the unit mission; work when temporarily assigned to a remote work site; or when work specified in the PD is not available for short periods of time.

Section 14.2 – Changes in Position Description.

Changes in a PD will be made available to, and discussed with, the **Employees** concerned. Supervisors will explain to **Employees** the basis of classifications of their position and give each **Employee** an opportunity to resolve questions as to adequacy and accuracy of duties and responsibilities in his position. The **Employee** will be notified in advance when an action is to be taken which will have an adverse effect on his pay or status. If an **Employee** is consistently used outside the position for which employed as evidenced by the PD for that position, he will bring it to the attention of the assigned Labor Organization representative. The assigned Labor Organization representative(s) will first discuss the matter with the supervisor concerned, and if necessary will then notify the HRO Personnel Classification Specialist who will then inform the supervisor to utilize the **Employee** in the position for which hired. **Changes to an official PD may be requested by the Employee to the supervisor. The proposed changes must be forwarded to the HRO for review and appropriate action. The Labor Organization will be involved in the process, consistent with Federal statutes.**

Section 14.3 – Appeals.

An **Employee** has the right to appeal the classification of the position for which he is officially hired. An **Employee** desiring to file a classification appeal shall first discuss the matter with his supervisor. A Labor Organization representative may be present at the meeting, if the **Employee** so desires. The **Employee** may present the classification appeal or may select a representative of his own choosing to assist in preparing the written appeal. The HRO shall advise and assist **Employees** on procedural aspects of filing classification appeals. A classification appeal will be submitted through HRO to either the Civilian Personnel Management Service or the OPM, as appropriate. This is the **Employee's** only recourse. He may not attempt to appeal a classification of the position by filing a grievance.

Section 14.4 – Review of Position Description.

a. Employees are encouraged to periodically review their PD for the position they occupy and report significant changes in responsibilities and duties to their supervisor. As a minimum, an Employee's official PD will be reviewed and the first page initialed every year.

b. Office of Personnel Management Position Classification Standards will be provided to the Labor Organization upon request.

Section 14.5 – Position Classification.

a. The Labor Organization may make recommendations and present supporting evidence, via the affected Employee, concerning the adequacy and equity of a standardized PD held by Employees in the bargaining unit. The Employer agrees to review the presentation and advise the Labor Organization of the results of its review.

b. The Employer agrees to inform the Labor Organization, as soon as possible, when significant changes will be made in the duties and responsibilities of positions held by Employees in the bargaining unit.

Section 14.6 – Position Compatibility.

a. The Employer agrees to inform the Labor Organization, as soon as possible, when significant changes occur to military **Employee** compatibility.

b. All military **Employee** compatibility issues including waiver processes, if authorized, will be processed **IAW applicable laws, rules, and regulations.**

ARTICLE 15
PERFORMANCE APPRAISAL PROGRAM

Section 15.1 – Policy.

The Performance Appraisal Program will be administered in accordance with applicable laws, rules, and regulations and any changes thereto. The current automated program is hosted on the web application: MyBiz/MyWorkplace.

a. The Employer will provide, upon request, to the Labor Organization the average of appraisal scores for internal Labor Organization use. In providing these averages, only averages will be supplied and not specific appraisal information concerning the evaluated individual.

b. The evaluation of an **Employee's** performance of assigned duties is paramount in the evaluation process. Items of a disciplinary nature will not be used as part of that measurement, unless it occurred and affected performance during the rating period.

d. An Employee desiring to file an appeal of a performance appraisal, other than for "Unsatisfactory" will submit their appeal to the HRO Employee Relations Specialist IAW applicable laws, rules, and regulations.

ARTICLE 16
INCENTIVE AWARDS PROGRAM

Section 16.1 – General.

The Employer and the Labor Organization agree that a well-managed IAP can greatly benefit the **Employee** program and be of real significance in improving the morale and well-being of the work force. The Employer will publicize all aspects of the program and the Labor Organization will encourage **Employee** participation.

Section 16.2 – Program Objectives.

Incentive awards are an effective means to achieve greater efficiency, economy, and improvement of operations in the **Employee** program by encouraging active participation of **Employees**. The program recognizes and regards **Employees**, individually or collectively, for achievements and suggestions contributing to the efficiency, economy, or other improvements of Government operations that exceed normal job performance requirements, as well as those who perform outstanding special acts or services in the public interest in connection with official employment.

Section 16.3 – Program Scope.

The IAP addresses awards or recognition in the following areas:

- a. Suggestions.
- b. Inventions.
- c. Sustained Superior Performance (special achievement awards).
- d. Special acts or services (special achievement awards).
- e. Length of service.
- f. Honorary and alternative methods.
- g. Letters of commendation or appreciation.
- h. Quality Salary Increases.
- i. Time-off.

Section 16.4 – Program Administration.

The parties agree that the details outlining the purpose, scope, and administrative procedures relating to the IAP are published in **CNGBI 1400.25 Vol. 451** and further defined, as pertains to members of the bargaining unit, in this Article.

Section 16.5 – Program Promotion.

The incentive award program will be administered in accordance with applicable laws, rules and regulations and any changes thereto.

ARTICLE 17
MERIT PROMOTION AND PLACEMENT OPPORTUNITIES

Section 17.1 – Policy.

a. The Employer agrees to implement a Merit Placement Plan (MPP) System IAW Chapter 71 of Title 5 U.S. Code. The Employer agrees that all MPP opportunities shall be processed and selections accomplished on a fair and equitable basis from among the best qualified applicants.

b. The procedures addressed in this Article are limited to MPP opportunities to and within the positions covered by this Agreement.

Section 17.2 – Objectives of the Merit Placement Plan.

a. To bring to the attention of the Employer, on a timely basis, qualified applicants from whom to choose.

b. To give **Employees** an opportunity to receive fair and appropriate consideration for career advancement.

c. To ensure maximum utilization of the resources available within the **Employee** work force.

d. To provide an incentive for **Employees** to improve their performance and develop skills.

Section 17.3 – Equal Employment Opportunity.

The continuing program of EEO in the FLNG ensures that:

a. All **Employee** personnel actions and employment practices are based solely on the merit and fitness of National Guard personnel available.

b. Complaints of discrimination on the grounds of race, color, religion, gender, age, national origin, disability, or the Genetic Information Nondiscrimination Act of 2008 (GINA) are given prompt and fair consideration. Every reasonable effort will be made to provide for a just and expeditious disposition of each complaint.

c. Persons who complain of alleged discrimination, or who participate in the presenting of such complaints, are unimpeded and free from restraint, interference, coercion, discrimination, or reprisal.

d. It is the intent of this Article and Agreement that both the Employer and the Labor Organization promote equal access to all positions by minorities.

Section 17.4 –Job Opportunity Announcement.

When positions are announced, they will contain, as a minimum, the information indicated below, and distribution will be made throughout the area of consideration. A copy of each position announcement will be provided to each Chapter.

a. Announcement Number, Position Description Control Number (PDCN), series and grade, and salary range.

b. Type of Appointment. **Title 32 and Title 5 Employees**

c. Military Requirements and Compatibility Requirements or Command Program Restrictions, if any. If an otherwise qualified applicant is placed on a selection certificate, who possesses the appropriate aptitude Armed Services Vocational Aptitude Battery for consideration, and who could become qualified for the appropriate Air Force Specialist Code/Military Occupational Specialty (AFSC/MOS) designation within a reasonable length of time, the failure to have the AFSC/MOS level at the time of the announcement will not be a disqualifier. An exception to the above policy will occur if a special AFSC/MOS criteria is legitimately identified by the Employer and after due consultation with the Labor Organization.

d. Organizational and geographical location of the position.

e. Information regarding known promotion potential or merit placement, when applicable.

f. Opening and closing dates and how to apply.

g. Equal employment statement.

h. Area(s) of consideration.

i. Selective placement factors.

j. Instructions for applying.

k. Qualification requirements for the position to include general experience, specialized experience and other qualifying factors.

l. Brief description of duties.

m. Appropriate medical screening requirements will be established by written policy and be I&I bargained with the labor organization, local management and HRO.

n. Appropriate position sensitivity/security clearance requirements, if applicable.

Section 17.5 – Announcements and Areas of Consideration.

a. Announcements.

(1) **Job Opportunity Announcement (JOA) or MPP opportunities will have a minimum open period of fifteen (15) calendar days for on-board and seven (7) calendar days for all others.** A vacancy announcement may have a shorter open period, for unusual circumstances, after consultation with the Labor Organization.

(2) **Employees** on leave or away from their normal work location for any authorized reason during the open period, may apply for any position for which they feel qualified via USA Jobs. The employee must provide his supervisor a current email address, physical address and telephone number where he can be contacted. If the **Employee** is unable to access USA Jobs he can contact the HRO staffing section for instructions on how to apply.

b. Areas of Consideration.

(1) Personnel from the following Categories will comprise the areas of consideration. Areas of consideration for a single advertisement may include one or more Category of applicants (CAT 1 only, CAT 1 and 2, CAT 1, 2, and 3).

(a) Category 1 (CAT 1) –**All onboard Federal Employees within the FLNG (T32 and T5, Permanent and Excepted Indefinite)**

(b) Category 2 (CAT 2) –**All onboard T32 Excepted Employees within the FLNG (Permanent and Excepted Indefinite)**

(c) Category 3 (CAT 3) –**Current Army M-Day and Current Air DSG within the FLNG.**

(d) **Category 4 (CAT 4) – Applicants willing to become NG Title 32 and gain FLNG membership.**

(e) **Category 5 (CAT 5) – All current federal employees**

(f) **Category 6 (CAT 6) – U.S. Citizens**

(2) Once the **JOA** is closed, the HRO will review the qualifications of the applicants by Category and will refer the qualified applicants to the nominating official. The determination as to whether or not the applicant meets the qualifications for the position rests with the HRO, using the published qualifications as a guide.

(3) Qualified applicants will be certified to the selecting official with priority consideration given to bargaining unit members for bargaining unit positions.

(4) Temporary Promotions.

(a) Temporary promotions in excess of 120 days will be announced with the area of consideration as indicated in the Category system reflected above.

(b) Regardless of the area of consideration from which applicants are received, only qualified applicants will be certified and forwarded to the nominating official in Category sequence. The Labor Association will be afforded its rights under Chapter 71 of Title 5 U.S. Code prior to implementation of any procedural changes to TPR 335 involving temporary promotions.

Section 17.6 – Referral of Candidates.

a. Following the evaluation of candidates, the HRO will refer the qualified candidates to the nominating official IAW Section 17.5b above. Candidates will be listed alphabetically on the selection certificate.

b. **A position that is advertised/open to CAT 6 will comply with all Veterans Preference requirements. Qualified candidates will be certified, Veteran Preference eligible first. A Non Veteran Preference eligible may not be selected over a Veteran Preference eligible with a rating of CPS without prior approval from OPM.**

c. After the selection is finalized, and **when** requested by an individual deemed ineligible for consideration, the HRO Personnel Staffing Specialist (HRO-PSS) will provide or identify areas where the specific qualifications were not satisfied and prevented their eligibility for consideration.

Section 17.7 – Nominating Procedures.

a. The nominating official is entitled to nominate or non-nominate any referred candidate.

b. The nominating official will ensure that a fair and impartial interview is provided for all CAT 1 **and** CAT 2 candidates on the selection certificate. This gives eligible individuals a chance to discuss the position and their qualifications. Selecting officials will use the interview form provided by HRO **or a similar locally created form** to document the interview questions and responses. While the nominating/selecting official may determine the number and scope of the interview questions, he must ask the same core questions of all candidates during the interview process. The Employer will make every reasonable attempt to have the same individual(s) conduct all interviews for a particular certificate.

(1) The purpose of the interview form is to document interviews and provide feedback. After the selection of a position is made, upon request from the candidate, the supervisor may discuss the contents of the interview form. However, the form itself is not

subject to disclosure. Due to Privacy Act requirements, information contained in the interview form will only be made available to the individual and supervisor concerned.

(2) A minimum of three attempts will be made to contact the candidate to schedule an interview. All attempts to contact the candidate will be annotated on the interview form.

(3) Inability to make contact will not preclude a candidate from being considered for a position. Information provided in the resume will be used for consideration.

(4) **The** interview form will be retained by the selecting/nominating official for a minimum period of six months.

(5) All eligible individuals listed on the selection certificate will be considered. Any of these eligible individuals may be nominated based upon: The nominating official's comparison of the abilities of each.

(6) The nominating official's judgment concerning the best qualified for the position to be filled.

(7) Due consideration of the potential to advance.

c. If the nominating official elects not to nominate an individual from the selection certificate, he will follow the procedures set forth in this section.

d. The nominating official should advise the candidates listed on the selection certificate of the name of the individual nominated to fill the position AFTER approval from the HRO.

e. The HRO-PSS will advise, in writing, those individuals who were not selected to fill the position.

f. Any **Employee** who believes that proper procedures were not followed in filling a particular position may present a grievance under the provisions of the negotiated grievance procedure. A grievance will not be considered when it is based solely on non-selection.

g. After the **Employee** has initiated a grievance, the Employer agrees to permit the **Employee's** representative to review the documents and/or records relative to the placement action for the position for which applied, to the extent that permitting this review does not violate the Privacy Act.

h. The Employer will maintain merit placement action records for a period of two years in a manner which will allow for reconstruction of said placement action. When a grievance has been initiated concerning a placement action, merit placement records relating to the grieved placement action will be retained until the matter is settled.

Section 17.8 – Readvertisements.

If a nomination is not made, the position may be re-advertised. If a position is re-advertised, a new **JOA#** will be assigned and published and any interested applicants will have to reapply under the new **JOA**.

Section 17.9 – Exceptions to Competition.

The following **Employee** personnel actions will be processed as exceptions to competition:

- a. Promotion due to issuance of new classification standards or the correction of a classification error.
- b. Placement of over graded **Employees** entitled to grade retention. Promotion when competition was held earlier; i.e., position advertised with known promotion potential.
- c. Re-promotion consideration to a grade previously held within the same occupational series or an intervening grade from which an **Employee** was demoted without personal cause and not at his own request. Consideration of **Employees** eligible for re-promotion will precede efforts to fill the position by competitive procedures, except when another **Employee** has a statutory or regulatory right to be placed in, or considered for, this position. **Employees** who believe they are entitled to such consideration should forward a description of the circumstances with their updated qualifications.
- d. Promotion resulting from an **Employee's** position being reclassified at a higher grade because of additional duties and responsibilities.
- e. Employer directed reassignment of an **Employee** to a position in the same grade, tenure and pay plan and having no higher promotion potential. Consideration will be given, after informing the Labor Organization, of the impact such actions may have on the potential upward mobility for other **Employees**.
- f. Position changes resulting from application of Reduction in Force (RIF) procedures.
- g. Temporary promotions not to exceed 120 days.
- h. Detail to a higher graded position not to exceed 120 days, where a Standard Form (SF) 52- B is initiated.
- i. Selection of a former **Employee** from the re-employment priority list for a position at the same or lower grade than the last one held.
- j. Prior permanent Department of Defense (DoD) employees who are actively registered in a DoD Priority Placement Program.

k. Placement as a result of priority consideration when a candidate was not previously given proper consideration in a competitive action.

l. **Employee** personnel who are entitled to reinstatement as an employee of the Agency under the Uniformed Services Employment and Reemployment Rights Act.

Section 17.10 – Priority Placement of **Employees** Under Grade Retention.

a. **Employees** under grade and pay retention as a result of a RIF or reclassification will be afforded priority placement in positions for which they meet the qualifications. This placement action will precede normal placement actions.

b. **Employees** normally serve in a grade retention status for a period of two years, unless terminated by competent authority. Upon expiration of grade retention (two years), the **Employee** is continued in pay retention and will receive priority (re-promotion) consideration IAW above guidance.

Section 17.11 – Details.

Details will be accomplished IAW the established MPP and this CBA. The Labor Organization will be afforded its rights under Chapter 71 of Title 5 U.S. Code prior to implementation of any procedural changes to TPR 335.

ARTICLE 18
REDUCTION IN FORCE

Section 18.1 – General.

a. A RIF occurs when an **Employee** is released from his competitive level by separation, change to lower grade, furlough for more than 30 days, or reassignment involving displacement of another **Employee**. Such action may be due to a lack of work or funds, reorganization, transfer of functions, or the need to place an **Employee** exercising restoration rights.

b. The following actions do not constitute a RIF:

- (1) Separation of **Employees** who fail to accompany a transfer of function.
- (2) Employer reassignment of an **Employee** to a vacancy at the same grade or representative rate.
- (3) Termination of temporary **Employees**.
- (4) Downgrades as a result of reclassification.
- (5) Termination of temporary promotions.
- (6) Elimination of **Employees** through disciplinary/adverse action procedures.
- (7) Furlough of 30 days or less.
- (8) Classification change to lower grade.

Section 18.2 – Policy.

A Reduction In Force will be accomplished in accordance with applicable laws, rules and regulations and any changes thereto.

a. After the Employer designates the specific area for RIF, a Labor Organization representative of the affected Labor Organization chapter will be included as an active participant in the RIF process, from the onset to the resolution phase.

b. The Employer agrees to consider all reasonable actions to avoid or minimize the impact of a RIF. Consideration will be given to curtailing recruitment or promotion in the geographical or specialty area affected by the RIF. Existing vacancies will be considered to retain qualified **Employees** who would otherwise be separated. Every effort will be made, within budgetary and legal constraints, to retain **Employees** affected by a RIF to prevent separation.

Section 18.3 – Employer Responsibilities.

The Employer agrees to:

a. Notify the Labor Organization of a specific RIF action within 10 working days of receipt of NGB's notice to the HRO. The Employer further agrees to provide a detailed explanation of the procedures which will be used for implementation of the RIF. A representative of the affected Labor Organization will be a member of the Employer's RIF team, with the authority to act on behalf of the affected Labor Organization Chapter.

b. The Employer consents to allow the affected Labor Organization Chapter 10 working days following receipt of the specific RIF notice to discuss the pending RIF with the officers/stewards of the affected Chapter. The Labor Organization RIF representative may present any concerns at the next scheduled RIF team meeting.

c. Review criteria to determine the need for a RIF and provide applicable counseling.

d. Ensure that applicable regulations are available for review by the Employer, the Labor Organization, and **Employees** concerned.

e. Provide briefings, as appropriate, to keep the **Employee** work force informed.

f. Develop a placement program for adversely effected **Employees**.

Section 18.4 – Competitive Area.

A competitive area is the area designated by the Employer within which **Employees** compete during a RIF and is described geographically, organizationally, or with a combination of both. The competitive area must be large enough to permit adequate competition among **Employees**, and yet be limited to the point of being administratively manageable.

Section 18.5 – Competitive Level.

a. A competitive level consists of all positions within a competitive area which are in the same grade, same type of service **Title 32 or Title 5**, and are so alike in qualification requirements, duties, and responsibilities that the incumbent can be moved from one position to another without undue interruption to the work program. The establishment of competitive levels is the responsibility of the Employer's RIF team.

b. Separate competitive levels are required within the same series and grade and within the same trade or occupation when differences exist. Areas to be considered are recruitment, training, or areas of assignment.

c. A competitive level may consist of only one position when that position is not interchangeable with, or similar to, other positions.

d. Dual Status **Employees** (those who require military membership) will not be placed in the same level as **Title 5 Employee** (those who do not require military membership).

e. Supervisory positions will not be placed in the same competitive level as non-supervisory positions.

f. A non-bargaining unit **Employee** will not compete with a bargaining unit **Employee** for a bargaining unit position when the former is the appraiser for the latter and both would subsequently appear on the same Retention Register.

Section 18.6 – Establishment of Retention Registers.

a. The Employer will establish a Retention Register before releasing **Employees** from their competitive level. The Register will show competing **Employees** in descending order starting with the highest score first. The Retention Register documents any action being taken and is maintained for every RIF action, even when the released **Employee** occupied the only position in the competitive level.

b. When a Retention Register is established, it will list all competing **Employees** in descending order by Tenure Groups 1, 2 and 3.

c. Retention standing within each Tenure Group is established by using the following criteria:

(1) Performance Rating of Record Score. The three most recent official annual **Employee** ratings will be averaged and the resulting score used in the RIF process. **Employees** with an overall unacceptable rating will be placed at the bottom of the Retention Register after Tenure Groups 1 and 2 are listed, regardless of the number of points they have. If a current rating for one or more **Employees** has not been processed at the time a specific RIF notice is announced to the affected FLNG organization(s), any **Employees** affected by this will be assigned a presumptive rating equivalent to the last one on file in the HRO. If none are on file in the HRO, a presumptive rating of “Fully Successful” will be used in lieu of the rating, and such a presumptive score will be used in averaging the rating score to be used.

(2) Service Computation Date (SCD) for ties.

(3) Technician Service Date (TSD) as an additional tie breaker, if needed.

d. The Labor Organization will be given the opportunity to review the Retention Register(s) established in conjunction with the RIF.

Section 18.7 – Performance Ratings of Record.

a. The three most recent annual official approved Ratings of Record currently on file at the time of notification will be used once a RIF has been authorized, in writing, by TAG, or upon

direction of a RIF from NGB, and then averaged. The resulting score will be used to establish RIF standing.

b. Appeal decision results for appeals requested prior to the official announcement of a RIF, will be used.

Section 18.8 – Release from Competitive Levels.

a. When a RIF requires the release of one or more competing **Employees** from a competition level, all **Employees** in Group 3 within the geographical area of the RIF are selected for release before any in Groups 1 or 2 and all in Group 2 before any in Group 1. In each group, **Employees** are selected for release in the order of their retention score, beginning with the lowest score.

b. When a RIF is declared, **Employees** who work in the area affected by the RIF may qualify for, and accept, voluntary retirement.

c. **The Employer will extend replacement offers to those Employees affected by a RIF IAW applicable laws, rules and regulations and any changes thereto.**

Section 18.9 – Minimizing the Effects of a Reduction in Force Through Early Retirement.

An **Employee** may request early retirement under the following conditions:

a. When the OPM has determined that such action as a RIF, reorganization, or a transfer of function is about to occur and approval is received from DoD.

b. The **Employee** is within the geographic area(s) or occupation(s) designated for a RIF.

c. During the limited time set by OPM.

d. The **Employee** must have served for at least one year under the Federal Retirement System within the two year period immediately preceding the separation upon which the annuity is based.

e. The **Employee** must have been on the Agency rolls 30 calendar days before the date of TAG's request to OPM/NGB for the major RIF determination.

f. The **Employee** must meet the minimum requirements of the applicable retirement system (Civil Service Retirement System or Federal Employment Retirement System).

Section 18.10 – Reduction in Force Notices.

a. General Notice. When it cannot be determined what specific personnel actions will take place during a RIF, General Notices may be issued. A General Notice must be followed by

a Specific Written Notice before an **Employee** can be released from his competitive level.

b. Specific Written Notice. Before releasing an **Employee** from his competitive level, he must be given a Specific Written Notice that states clearly what action will be taken and the effective date of such action. The **Employee** must receive the Notice at least 60 calendar days before the date of release. A Saturday, Sunday, or legal holiday may not be counted as the last day of the period. Likewise, Specific Written Notices may not be issued or made effective during the period 15 December through 3 January.

c. Specific Written Notice Information. The following information, as applicable, is to be included when preparing a Specific Written Notice of RIF.

- (1) Reason for the RIF.
- (2) Specific action to take place; e.g., separation, furlough, offer of change to lower grade, etc.
- (3) Title, grade, and salary of current position.
- (4) Competitive area and competitive level designated.
- (5) Service computation date, TSD, and retention rating.
- (6) The position title, grade, salary, and location of any position offer or the reason why no offer can be made. Also include the military grade requirement.
- (7) Reasons for any exceptions to retention order.
- (8) Effective date of the proposed RIF (other than 15 December through 3 January).
- (9) Where the **Employee** may review Retention Registers and RIF regulations, and HRO contact information.
- (10) Appeal rights, how to file them, and any time-limits proposed.
- (11) A clear explanation of the **Employee's** grade and/or pay retention entitlements.
- (12) Severance pay eligibility.
- (13) Placement information and eligibility for Reemployment Priority List.
- (14) Discontinued service retirement eligibility.
- (15) A request for the **Employee** to acknowledge receipt of the Notice and to accept or decline any offer.

Section 18.11 – Placement Action

- a. The position to be offered will be within the State of Florida.
- b. The **Employee** is qualified for the position or can meet the prerequisites necessary to qualify with a minimum of training and has the capacity, adaptability, and basic skills needed for the position.
- c. It has a representative rate no higher than the rate of the position from which the **Employee** is being released.
- d. Reemployment Priority List. A Reemployment Priority List must be maintained for Tenure Group 1 and 2 **Employees** separated in a RIF. Upon receipt of a Specific Written 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, step, or equivalent salary. **Employees** will remain on this List for two years, unless they decline, in writing, accept a full-time position, or decline the offer of a full-time position in the Federal Government.
- e. **Priority Placement. All Employees entitled to grade retention as a result of a RIF will be afforded priority placement for vacant positions. Such placement action will be IAW applicable laws, rules, and regulations and any changes thereto.**

Section 18.12 – Appeals

- a. A competing **Employee** may appeal to TAG when he has received a Specific Notice of RIF, and he believes that the Employer incorrectly applied the provisions of **applicable laws, rules and regulations and any changes thereto**.

(1) An appeal may be submitted upon receipt of a Specific Written Notice, but no later than 30 calendar days before the effective date of the action.

- (2) The appeal must be in writing and must include the following information:

- (a) Name.
- (b) Social Security Number (SSN).
- (c) Position title, series and grade, and PDCN.
- (d) Place of employment.

- b. The appeal must clearly state the reason the **Employee** believes the action affecting him is inappropriate, and must show that the Employer failed to comply with the

RIF procedures **of laws, rules and regulations and any changes thereto**, insufficient notice, improper Tenure Grouping, and errors in the SCD. Extension of Time-Limit. TAG may extend the appeal time-limit when the **Employee** indicates that he was not notified of a time-limit and otherwise was not aware of it, or that circumstances beyond his control prevented him from appealing within the time-limit.

c. Decision on Appeal. The Adjutant General **or his 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 TAG is final, and there is no further right of appeal. A copy of the decision issued by TAG will be furnished to the Labor Organization.

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

- (1) Correct the Retention Register.
- (2) Correct the **Employee's** Specific Notice.
- (3) Restore the **Employee** to his former grade or pay level or one of like seniority, status, and pay when the **Employee** was reduced or separated improperly.
- (4) 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 Employer** will correct the error without requiring restoration or recall of the **Employee** or **Employees** involved.

Section 18.13 – Furlough.

The labor organization will be afforded the opportunity to participate in the initial planning and to I&I any administrative furlough. In the event the Labor Organization files a grievance over actions arising from the decision to furlough, this will not delay, postpone nor halt the right that the employer has to implement the furlough.

ARTICLE 19
CONTRACTING OUT

Section 19.1 – General.

Office of Management and Budget Circular No. A-76, requires that the agencies periodically compare the overall cost of continuing to perform certain, what could be termed, "commercial activities" using civil service personnel. The Agency will notify the Labor Organization of its intent to contract out work which is traditionally performed by **Employees** and would result in a RIF, transfer, or loss of function affecting employees in the bargaining unit. The Agency will take all possible actions to minimize the impact on affected **Employees**.

Section 19.2 – Impact and Implementation 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.

Section 19.3 – Agency Operations During a Grievance Third Party Intervention.

The Labor Organization will be provided the opportunity to conduct I&I bargaining IAW Chapter 71 of Title 5 U.S. Code [7106 (a) (2) (B)] In the event the Labor Organization files a grievance over actions arising from the decision to contract out, it will not delay, postpone nor halt the right that the Employer has to get the work done by contracting.

ARTICLE 20
TRAINING/EDUCATION

Section 20.1 – General.

Although it is expected that personnel are basically qualified to perform their duties as a prerequisite to employment, the Employer and the Labor Organization recognize the continuing need for additional training/retraining.

Section 20.2 – Training Programs.

The Employer is responsible for training programs as may be required to improve the efficiency of the FLNG **Employee/Technician** Program. In developing these training programs, the Employer agrees to accept input from the Labor Organization.

Section 20.3 – Training Prerequisites.

Nothing in this Article is to be construed as waiving the training prerequisites outlined in appropriate PDs.

Section 20.4 – Training Option.

Employees involved in a RIF or a major equipment change and assigned to a position that is not related to their past job description, reasonable efforts will be made to provide training opportunities.

Section 20.5 – Military Service Schools.

- a. Training in an **Employee/Technician** status will only be utilized when it is authorized under appropriate regulations and applicable directives.
- b. **Employee/Technician** will attend training **when the training relates solely to their Federal Civil service position.**
- c. Personnel attending military service schools will comply with the schools' requirements. Courses that produce a DA Form 1059 or AETC Form 156 will normally be attended in a military status, with exceptions managed by HRO.
- d. Government quarters must be used if available IAW the Joint Travel Regulation (JTR).
- e. In accordance with **laws, rules and regulations and any changes thereto**, TAG or his designated representative may authorize the wear of civilian attire for an **Employee/Technician attending military schools in a Civil service status.** Written

requests with justification will be sent thru supervisory channels to the HRO Human Resource Development Specialist.

ARTICLE 21

TRAVEL AND TEMPORARY DUTY

Section 21.1 – Per Diem.

- a. Travel and per diem will be authorized IAW DoD Joint Travel Regulation (JTR). **Employees** will not be directed to perform official travel at their own expense or at rates of allowances or reimbursement inconsistent with the provisions contained in the JTR.
- b. **Employee** travel orders will be issued when **Employees** are given work assignments at locations where the combination of actual hours of work and travel time exceeds 12 hours.
- c. Use of the Government Travel Card is mandatory for all official travel. The issuance of credit cards to bargaining unit members will be consistent with the provisions of the CFRs and IAW the policy established by TAG.
- d. When a Government Travel Card is not available to an **Employee** due to the infrequent travel rule, advance per diem may be authorized IAW the JTR.
- e. If a Government Travel Card is revoked due to non-payment and advance per diem cannot be paid to an **Employee** performing TDY, and such duty would cause financial hardship, the **Employee's** assignment will be reevaluated and consideration of the circumstances will be given to the affected **Employee**. Removal from such TDY may be appropriate and may be accomplished at the supervisor's discretion. Requests for reimbursement will be submitted IAW directives dictated by the respective financial organization.

Section 21.2 – Travel Notification.

Employee personnel shall be briefed by appropriate Employer representatives no later than five days, if mission permits such prior notification, prior to the **Employee's** departure. The briefing will include, but is not limited to, areas concerning pay, allowances, types of travel, types of quarters, types of leave used, use of credit cards and acceptance of them at the TDY location, and the names of supervisors in charge of all aspects of the mission. Under conditions of an operational emergency requiring deployment, whenever possible, **Employees** will be afforded a 72 hour advance notice. The Labor Organization will be notified of prolonged mission requirements away from home station affecting a significant number of **Employees**.

Section 21.3 – Quarters.

All federal travel will be IAW the JTR. Per diem to include lodging may be authorized and will be provided consistent with the JTR. All travel will be IAW the published per diem rate, unless a specific exception is approved in advance. If housed on/at a military installation, an **Employee** will be housed IAW the JTR. The actual assignment of quarters is at the discretion of the installation lodging office. If the installation lodging office determines that quarters are

not available, the Employer is responsible to provide transportation between the duty station and quarters when required for accomplishment of the mission.

Section 21.4 – Work Performance.

a. At least two **Employees** will be assigned to travel together when tasks or travel to be performed cannot be reasonably and safely accomplished by a single **Employee**. The first-line supervisor must make this determination based upon the mission and safety considerations for **Employees**.

b. **Employees** may earn compensatory time while performing **Employee** duties at the TDY station when the hours of work extend beyond the normal work day, IAW current directives.

Section 21.5 – Authorizations and Vouchers.

Duty time will be provided for **Employees** to complete travel authorizations/vouchers utilizing DTS. Vouchers must be completed within five working days following the completion of travel. Split disbursement is mandatory to cover all charges applied to the government travel charge card.

Section 21.6 – Orders.

a. Temporary duty/Travel Orders will be issued for work performed away from the individual's normal duty station when the work day is expected to exceed 12 hours.

b. When reimbursement for miscellaneous expenses is required, and such expenditure is authorized beforehand by the supervisor, those expenses will be listed as authorized reimbursements on the orders directing the travel.

Section 21.7 – Travel Options.

a. Unless Government travel is directed, **Employees** have the option of selecting their choice of transportation. If travel is scheduled by common carrier and the **Employee** elects to provide his own transportation, reimbursement will be made IAW applicable JTRs. If travel is furnished by government vehicle, aircraft, auto, bus, etc., the **Employee** is not entitled to reimbursement. Official travel time for **Employees** providing their own transportation will be limited to the time of the scheduled common carrier or the government furnished transportation.

b. Compensatory time will be granted in accordance with applicable JTR when an **Employee** is traveling on official duty and is delayed beyond the **Employee's** control.

ARTICLE 22
DUES AUTHORIZATION AND CANCELLATION PROCEDURES

Section 22.1 – Purpose.

The purpose of this Article is to provide a procedure for the authorization and cancellation of voluntary allotments from the pay of **Employee** members of the Labor Organization (bargaining unit) for the payment of Labor Organization dues. This procedure is entered into under the provisions of sub-section 7115, Chapter 71 of Title 5 U.S. Code.

Section 22.2 –**Employee** Eligibility.

The Labor Organization has exclusive recognition to represent the members in a bargaining unit consisting of all wage grade and general schedule **Employees** employed by the FLNG, excluding all **Employees** listed in this CBA, Article I, Section 1.2a(2), and Title 5, USC, Chapter 71, Section 7112(b) and (c), USC (Labor Management Relations Statute). This Article is applicable to all **Employees** of the bargaining unit who are members in good standing of the Labor Organization, and who:

- a. Have voluntarily authorized payroll deductions for payment of dues to the Labor Organization with full knowledge of the method of cancellation of the authorization.
- b. Receive an established normal amount of pay on regularly scheduled pay days and that such net salary, after other legal and authorized deductions, is sufficient to cover the full amount of the authorized allotment for dues.
- c. Are covered by the bargaining unit for which exclusive recognition has been granted.

Section 22.3 – Dues Allotments.

- a. Dues in the amount of eight tenths of one percent (.008) of the member's base rate of pay will be deducted from the bi-weekly pay of any eligible **Employee** of the unit who is a member of the Labor Organization and who has voluntarily authorized such deduction on a properly executed SF 1187, Request for Payroll Deductions for Labor Organization Dues. The rate of pay shall be exclusive of any HDP, overtime, shift differential, premium, or other related pay outside the **Employee's** basic rate of pay.
- b. An **Employee** may have only one dues allotment per pay period payable to the Labor Organization.
- c. If the amount or rate of regular dues is changed, the Labor Organization will notify the HRO, in writing, of the change. This Section would then be amended to reflect the revised amount (percentage) IAW regulations. Only one such change will be made in any period of 12 consecutive months.

d. The **Employee** will turn the completed original standard form into the Labor Organization representative for verification (**Employee** should make a personal copy). The Labor Organization representative will complete all appropriate blocks/sections and forward the completed form to the HRO-LRS. The HRO-LRS will certify and forward the form to the appropriate Civilian Pay Office.

e. Upon receipt from the HRO-LRS, the Civilian Pay Officer shall date and initial all copies of the standard form. The HRO-LRS will provide the Labor Organization a copy prior to the end of the pay period in which it is effective.

Section 22.4 – Allotment Authorization Procedures.

a. The Labor Organization will inform each of its members of the voluntary nature of the authorization for payment of Labor Organization dues and of the prescribed procedure for revoking the same.

b. The Labor Organization agrees to purchase and distribute to its members in good standing the prescribed authorization, SF 1187. Standard Form 1187 may also be accessed on-line. The Labor Organization President, Vice President, Secretary, or Treasurer will be designated to receive properly executed forms, certify the Labor Organization portion of the forms, and submit the forms to the HRO.

c. Allotments authorized on properly completed and certified forms which are received in the HRO will be processed to the servicing **Employee** payroll office. The authorized amount shall be withheld from the **Employee's** pay and will continue until the allotment is terminated under one of the conditions stated in Section 22.5, below.

Section 22.5 – Terminating Allotments.

a. All dues revocation forms must be received by the HRO-LRS not later than the 1st of August. Dues revocation shall not become effective until the beginning of the first full pay period in September. Employees will submit SF 1188s directly to the HRO-LRS who will process based on the following situations:

(1). Within 15 days after the Labor Organization loses exclusive recognition under any of the conditions specified in Chapter 71 of Title 5 U.S. Code, or other pertinent regulations, provided that during the 15 day period the Labor Organization has not reacquired its exclusive recognition.

(2). At the end of the pay period when, or during which, an **Employee** separates from the bargaining unit or moves to a position not serviced by the appropriate **Employee** payroll office.

(3). When the HRO receives written notice from the Labor Organization that the

Employee is no longer a member in good standing of the Labor Organization. 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 HRO-LRS not later than the last workday in the month preceding the **Employee's** anniversary date. Effective date of revocation will be the first full pay period after the anniversary date. After the first anniversary date, revocation may only be made in accordance with paragraph d. above.

b. When the **Employee** who authorized the allotment dies, retires, or separates from **Employee** employment.

c. The **Employee** is solely responsible to accomplish and submit the SF 1188.

d. The **Employee** must have been a dues paying member for a period of one year prior to the cancellation request.

Section 22.6 – Responsibilities.

a. The Labor Organization will:

(1) Comply with the terms of this Article.

(2) Provide SF 1187s and distribute said forms to its members.

(3) Ensure that allotments on the part of its members are voluntary.

(4) Certify as to the amount or rate of its regular dues.

(5) Forward completed SF 1187s to the HRO for processing to the servicing **Employee** payroll office.

(6) Educate its members on the overall program for payroll allotment for payment of Labor Organization dues, its voluntary nature, and the availability of SF 1187s.

(7) Inform its members of the conditions governing cancellation of allotments and the availability of SF 1188s.

(8) Notify the HRO, in writing, within five working days, when a member of the Labor Organization is expelled or for any reason ceases to be a member in good standing.

(9) Promptly notify the HRO in the event of a change in the dues structure or other change requiring an amendment to this Article.

(10) Promptly forward to the HRO any written cancellation of an allotment.

(11) The Human Resource Office will: Comply with the terms of this Article.

(12) Upon receipt of a SF 1187 from the Labor Organization, ensure that the named **Employee** meets the requirements for dues withholding and promptly forward the request to the servicing payroll office.

(13) Ensure a supply of SF 1188s is available for use in cancellation of allotments and make the forms available to **Employees** on request.

(14) Provide the Labor Organization with a copy of the SF 1188, when an **Employee** voluntarily terminates his Labor Organization dues.

(15) Notify the Labor Organization, in writing, when an **Employee's** dues allotment is being terminated as a result of promotion to a position not covered by the bargaining unit, retirement, resignation, death, or for other appropriate reasons.

b. The servicing payroll office will:

(1) Ensure that properly executed SF 1187s and SF 1188s are processed within five working days provided it does not conflict with the servicing payroll office Standing Operating Procedures (SOP).

(2) Ensure that allotments are discontinued for any of the reasons specified in Section 22.5, above. Standard Form 1188s will be submitted to and verified by the HRO.

(3) Furnish the Chapter Treasurer(s) a copy of the collection voucher of the actual amount of Labor Organization dues that will be withdrawn from the Labor Organization of Civilian Technicians account as a result of leave buy-back from an Office of Worker Compensation Programs case.

Section 22.7 – Exclusionary Provisions from Collective Bargaining Agreement.

a. The Labor Organization and the Employer recognize that the expiration of the CBA (Contract) shall not terminate, or in any way affect, dues withholding under this Article. The parties agree that dues withholding shall continue under the procedures set forth in this Article during renegotiation of the CBA or until otherwise changed by mutual written consent of the parties.

b. This Article shall be terminated:

(1) By mutual, written consent of the parties.

(2) On the 15th day after the Labor Organization shall have lost its certification for exclusive recognition, provided that during the 15 day period the Labor Organization shall not have reacquired its status as exclusive representative.

ARTICLE 23
USE OF FACILITIES

Section 23.1 – Space for Labor Organization Meetings and Training.

Upon request of the Labor Organization, the Employer will provide space, when available, for the conduct of official Labor Organization meetings or Labor Organization sponsored training sessions. The Labor Organization will normally submit written requests for meeting space five working days in advance of the date on which the meeting will be held. The Employer will respond, in writing, indicating concurrence/non-concurrence and, in the event of non-concurrence, provide the Labor Organization with reasons for such action.

Section 23.2 – Bulletin Board Space / Posting Space.

a. The Employer will provide a reasonable amount of wall space at every building which employs three or more **Employees** for the exclusive use of the Labor Organization. Any material posted, which is deemed by the Employer to be inappropriate, will be removed by the Labor Organization. The size of the wall space will be a minimum of 2.0 ft. x 3.0 ft.

b. The Labor Organization is responsible for maintaining bulletin board space in an orderly condition.

c. All costs incidental to the preparation and posting of materials will be borne by the Labor Organization and such work shall be accomplished during non-work hours.

d. Labor Organization representatives or designated representative are the only personnel authorized to post or remove material from the bulletin boards.

e. Violation of this Agreement, concerning the materials posted to the Labor Organization bulletin boards, shall be grounds for revocation of the privilege, when the violation was effected by a Labor Organization official or representative.

Section 23.3 – Interoffice Mail.

The Labor Organization shall have access to the use of interoffice mail and messenger service at each activity for correspondence between the Labor Organization and Employer officials and should only be opened by the addressee. All correspondence which requires a response within a specified time frame will be signed and dated upon receipt. The response period begins upon receipt.

Section 23.4 – Lunch and Sanitation Facilities.

The Employer agrees to maintain existing lunch and sanitation facilities. Upon request from either party, the Employer and the Labor Organization will meet at a mutually agreed upon

time to discuss improvements to these facilities. If there is a demonstrated need, the Employer agrees to meet to discuss the establishment and status of such facilities, consistent with appropriate rules, regulations, and monetary constraints.

Section 23.5 – Office Space and Equipment.

a. The Employer will make reasonable efforts to provide exclusive office space for the Labor Organization at the two installations where the Labor Organization maintains a permanent office. The Employer will provide limited access, as necessary, to office space at each Armory/base/facility/installation for use by the Labor Organization stewards during grievance investigations and interviews. Any change to office space and/or location will be I&I bargained.

b. The Labor Organization will reference J6 and A6 policies and guidelines prior to the installation of any telecommunication services and equipment. These policies and guidelines will not be violated. All expenses incurred in the installation and use of telecommunication services and equipment to be borne by the Labor Organization. The actual location of the telephone may be changed, by mutual agreement. The Labor Organization representatives may have access, subject to security regulations, to the designated office space before, during (if performing representational duties/functions), and after normal work-hours. All expenses incurred in the installation and use of office equipment will be borne by the Labor Organization.

c. Labor Organization representatives will be afforded telephone access at the work site for official Labor Organization business. Such telephone usage may be private in nature, but will be limited to Labor Organization business.

d. The Labor Organization may have access to Agency telephones for local official calls for FLNG Labor Management business involving grievances, negotiations, investigations, etc. All internal Labor Organization business will be conducted on the telephone(s) identified above.

ARTICLE 24 WAGE SURVEYS

Section 24.1 – General.

The Employer shall notify the Labor Organization as soon as practical when information is received that higher authority has directed the start of an official wage survey in the area. When the wage survey lead agency requests the Agency to participate in the wage survey, the Employer will notify the Labor Organization who will nominate Labor Organization representative(s) for appointment to the Wage Survey Data Collection Team. The number of personnel to be appointed to the Data Collection Team will be determined by the lead agency. However, the Employer agrees to recommend at least one representative of the Labor Organization to the Team.

Section 24.2 – Requests for Wage Surveys.

It is agreed that the Labor Organization shall have the right to request a full scale wage survey to be conducted when significant industry wage raises have taken place in the area, and such request and substantiating data shall be promptly forwarded to NGB.

Section 24.3 – Organization, Functions, and Responsibilities.

Organization, functions, and responsibilities of the Agency and local Wage Survey Committees shall be prescribed in Title 5, CFR, Section 532 **The Employer will appoint a supervisor or manager who has work experience, and is knowledgeable in the functional area for which the Wage Grade survey is being conducted.**

Section 24.4 – Wage Survey Data.

The Employer agrees to furnish, at the request of the lead agency, wage survey supporting data needed to identify the numbers and classes of **Employees** covered by the survey. Copies of such data will be provided to the Labor Organization.

ARTICLE 25
PUBLICATIONS

Section 25.1 – Publications.

The Employer and the Labor Organization will utilize internet sites to obtain their own documents. If publications or other documents are not readily available on the internet the Employer will provide access to any applicable publications within its possession.

Section 25.2 – Access to Employer Directives.

Employee /Labor Organization Stewards, upon request, will be provided access to Employer regulations and policies normally maintained as part of the supervisor's manual.

ARTICLE 26
ATTIRE

Section 26.1 – Military Uniforms.

a. The Employer will provide uniforms in the quantities authorized by applicable service regulations. The Employer will provide a direct exchange program for worn, torn, or soiled clothing, which occurs as a result of normal wear and tear, and which is in too bad a condition to be rendered clean and presentable in the performance of day to day duties. It will be each individual Technicians responsibility to ensure that unserviceable uniforms are turned over to the unit/activity, in such manner to preclude not having sufficient uniforms for daily performance. It will be the parent unit/activity's responsibility to promptly order and obtain replacement uniforms. Work time will be authorized for the purpose of exchanging unserviceable uniforms when the Technicians unit of assignment supply function is co-located with the work site. In situations where uniforms cannot be acquired during drill, the supervisor may approve excused absence to acquire required uniforms.

b. Should the Technician not receive the requested uniform(s) within 45 days of submitting it to the supply source, the Technician's supervisor shall be notified for assistance with resolution **authority**. Upon said notification, the supervisor will request assistance through the Technician's chain of supervision/command to the HRO to assist in obtaining the aforesaid uniform.

c. Uniforms will be worn IAW applicable military service regulations (Air Force Instruction 36-2903 and Army Regulation 670-1) issued by the Employer to the Technician, ready to wear, with all appropriate accouterments and any other required items, properly sewn on. To the extent allowed by law and regulation, the Employer will allow its resources to be utilized to affix uniform accouterments to the extent those resources are otherwise available and not being used.

d. Mechanic's coveralls are authorized and will be worn IAW local policy. The use of these coveralls is highly encouraged to protect the duty uniform from excessive stains and damages. The replacement procedures are the same as the direct exchange program outlined above for Army National Guard **Employees**. Air National Guard **Employees** will need to obtain prior approval from their Commander or designated representative for replacements.

e. The coverall uniform will not be worn when leaving the work-site for meals, to run errands, either personal or for the Employer, or travel to and from work.

f. Uniforms will be worn as directed IAW 32 USC, Section 709(b) (4).

g. These provisions do not apply to any officer **Title 32 Employee**.

h. An enlisted Title 32 **Employee** not entitled to receive uniform allowances under Title 10, USC, Section 1593, or Title 5, USC, Section 5901, for a particular period of employment shall, for that period, receive the uniforms, accouterments, or allowances referenced in paragraphs 26.1a through d, above, under Title 37, USC, Section 418.

i. The Employer will provide for cleaning of contaminated uniforms/coveralls, that can no longer be safely worn, at no cost to **Employees**. Cleaning provided for under this Section will not require the **Employees** to take away from the work site items or clothing contaminated with hazardous materials or substances which could endanger the **Employee's** family and/or the environment. The Agency will provide a cleaning area and common storage area, should contamination occur. Employees will be encouraged to bring additional work uniforms/coveralls to be worn until the end of the work day. Each organization will determine their own storage needs and requirements that would allow employees to store additional uniforms/coveralls.

j. To the extent permitted by applicable Army and Air Force regulations/local policy, the Employer will permit a bargaining unit employee to wear clothing items that cover exposed parts of the body and that are reasonably necessary to accommodate a medical condition or to protect the employee from cold or wet weather or exposure to dirty, irritating, or hazardous substances.

ARTICLE 27
APPROPRIATE BARGAINING

Section 27.1 – Purpose.

Prior to implementation of any change in working conditions that would adversely affect one or more members of the bargaining unit, the Employer will I&I bargain with the Labor Organization appropriate arrangements regarding the impact of the proposed change. Negotiations will take place prior to any announcement of the proposed Employer action, which could adversely affect a bargaining unit member's condition of employment.

Section 27.2 – Changes Affecting Working Conditions.

The Employer agrees to provide Labor Organization representative(s) draft copies of appropriate regulations/policies affecting working conditions of bargaining unit **Employees** for review prior to implementation. If the Labor Organization desires formal discussion concerning contents of the drafts, the Employer will be contacted within fourteen (14) calendar days after receipt to establish a meeting time/place to discuss the matter.

Section 27.3 – Meetings.

a. Upon notification by the Labor Organization, the Employer agrees to meet and confer as soon as practicable. Date and time will be by mutual consent.

b. The Employer and the Labor Organization agree to render decisions on issues not resolved at the meetings, in a timely manner, mutually agreed upon by both parties.

c. Consistent with the above, the Employer agrees not to make changes in personnel policies practices and working conditions affecting bargaining unit **Employees**, without providing the opportunity to I&I bargain with the Labor Organization prior to implementation.

ARTICLE 28
COLLECTIVE BARGAINING AGREEMENT (CBA) ADMINISTRATION

Section 28.1 – Effective Date.

The effective date of this CBA shall be after execution by the parties and approval by the Defense Civilian Personnel Advisory Service (DCPAS). The date of this CBA, the DCPAS approval letter, and the MOA dated **March 26, 2019**, will be made part of this CBA prior to its distribution and listed on the cover page of this CBA.

Section 28.2 – DCPAS Approval.

- a. The DCPAS shall approve the CBA within 30 days from the date the CBA is executed by the parties, if the CBA is IAW the provisions of applicable law, rule, or regulation.
- b. If DCPAS does not approve or disapproves any portion of this CBA within the 30 day period, the current CBA shall remain in effect until such time as the new CBA is approved in its entirety unless it's in violation of applicable law, rule, or regulation.
- c. In the event portions of the CBA are not approved by DCPAS negotiations will resume IAW the MOA dated **March 26, 2019** incorporated herein.
- d. Upon approval, this collective bargaining CBA takes precedent over any conflicting provisions in Agency regulations that predate, this CBA, unless doing so would cause a violation of Federal, State or local law.

Section 28.3 – CBA Duration.

- a. This CBA shall expire **three** years after the approval date of DCPAS. Further, the CBA will be terminated by TAG upon certification by proper authority that the Labor Organization no longer represents the employees in the bargaining unit.
- b. The terms of this CBA may be extended beyond the expiration date:
 - (1) In one year increments based on mutual agreement of the parties.
 - (2) During a period of declared National or State emergency by the mutual consent of the parties.

c. The provisions of this CBA will remain in effect until a subsequent CBA between the parties is negotiated and approved by the DCPAS, provided those portions of the CBA which have not been settled have been submitted for third party decision.

Section 28.4 – CBA Amendment.

a. The CBA may be subject to modification as a result of a change in, or issuance of, an appropriate new law, rule, or regulation by proper authority at the DCPAS or higher level.

b. By mutual consent of the parties.

c. A request for an amendment or modification of this CBA by either party shall be in writing setting forth the need or reason for the proposed changes and a summary of the changes.

d. Either party may serve notice to the other party, no later than sixty (60) days prior to the midpoint of this CBA, requesting negotiations. Upon mutual agreement, the parties may commence negotiations, as needed, at the mid-point of this CBA.

e. Representatives of the Employer and the Labor Organization will meet within 30 days of the mid-point to commence negotiating the proposed amendment or modification, unless a later date is mutually agreed upon. No changes other than those specified in the summary will be considered.

f. Approval of an amendment or modification to the CBA will be accomplished in the same manner as provided for in paragraph 28.2, above.

Section 28.5 – Negotiating a New CBA.

a. Thirty calendar days prior to the planned start of negotiations of a new CBA, a minimum of two representatives of the Employer and two representatives of each chapter of the Labor Organization will meet to initiate an MOA establishing the ground rules for the conduct of negotiations.

b. Negotiation for a new CBA will commence no earlier than 180 calendar days nor later than 90 calendar days prior to the expiration date of this CBA. In the event either party fails to request negotiation of a new CBA within the established time frame, this CBA will automatically extend for a period of one year.

Section 28.6 – CBA Enclosures.

The following documents will be included with and filed behind this CBA:

- a. MOA for Negotiations Ground Rules dated **March 26, 2019**.
- b. Signature page for Negotiation team members.
- c. Approval letter from DCPAS.

GLOSSARY OF ACRONYMS

ACT – Association of Civilian Technicians, Inc.

AFSC – Air Force Specialty Code

AWOL – Absent Without Leave

AWS – Alternate Work Schedule

CBA – Collective Bargaining Agreement

CNGBI – Chief National Guard Bureau Instructions

CNGBM – Chief National Guard Bureau Manuals

CNGBN – Chief National Guard Bureau Notice

CFR – Code of Federal Regulation

DCPAS – Defense Civilian Personnel Advisory Service

DoD – Department of Defense

DOL – Department of Labor

DS – Dual Status

EAP – Employee Assistance Program

EDP – Environmental Differential Pay

EEO – Equal Employment Opportunity

FLANG – Florida Air National Guard

FLARNG – Florida Army National Guard

FLNG – Florida National Guard (Includes both Army and Air)

FLRA – Federal Labor Relations Authority

FMCS – Federal Mediation and Conciliation Service

FPLP – Federal Premier Lodging Program

HDP – Hazardous Duty Pay

HRDS – Human Resources Development Specialist

HRO – Human Resource Office

LRS – Labor Relations Specialist

I&I – Impact and Implementation

IAP – Incentive Awards Program

IAW – In Accordance With

JFTR – Joint Federal Travel Regulation

JOA – Job Opportunity Announcement

JTR – Joint Travel Regulation

KSA – Knowledge, Skills and Abilities

LEL – Law Enforcement Leave

LOR – Letter of Reprimand

LWOP – Leave Without Pay

MFR – Memorandum for Record

MOA – Memorandum of Agreement

MOS – Military Occupational Specialty

MPP – Merit Promotion and Placement

MSPB – Merit System Protection Board

NGB – National Guard Bureau

OPF – Official Personnel File

OPM – Office of Personnel Management

PD – Position Description

PDCN – Position Description Control Number

PIP – Performance Improvement Plan

PL – Public Law

PR – Performance Rating

PS – Performance Standards

PSS – Personnel Staffing Specialist

RIF – Reduction In Force

SAD – State Active Duty

SCD – Service Computation Date

SF – Standard Form

SSN – Social Security Number

TAG – The Adjutant General of the Florida National Guard

TDY – Temporary Duty

TPR – Technician Personnel Regulation

ULP – Unfair Labor Practice

USC – United States Code

USERRA – Uniformed Services Employment and Re-Employment Rights Act

USP&FO – United States Property and Fiscal Office

GLOSSARY OF TERMS

Accouterments – Accessory items on uniforms, i.e., patches, name tapes/tags, grade/rank insignia, etc.

Appropriate Bargaining – A change in conditions of employment requiring bargaining.

Appropriate Unit (Appropriate Bargaining Unit, Bargaining Unit, Unit) – A group of employees which a Labor Organization seeks to represent. In the Federal Government, the Federal Labor Relations Authority determines an appropriate unit to be one which (1) must have clear and identifiable community of interest; (2) must promote effective dealings with the Agency; and (3) ensure efficiency of the operations of the Agency.

Approving Official – An Employer official in the supervisor chain at a level higher than the Reviewing Official.

Arbitration – Method of settling employment disputes through recourse to an impartial third party whose decision is usually final and binding.

Collective Bargaining (Collective Negotiations, Negotiations, Negotiation of Agreement) – The performance of the mutual obligations of the Employer and the exclusive representative to meet at reasonable times, to consult and bargain in good faith, and to execute a written agreement with respect to terms and conditions of employment. This obligation does not compel either party to agree to proposals or make concessions.

Collective Bargaining Agreement (Agreement, Contract, Bargaining Contract, Negotiated Agreement) – A written Agreement between an Employer, or a Labor Organization of Employers, and a Labor Organization, or organizations, usually for a definite term, defining conditions or employment, rights of employees and Labor Organizations, and procedures to be followed in settling disputes or handling issues that arise during the life of the Agreement.

Conditions of Employment (Working Conditions) – In the Federal sector, this term means personnel policies, practices, and matters whether established by rule, regulation, or otherwise, affecting working conditions. It does not include policies, practices, and matters relating to prohibited political activities, to the classification of any position, or to the extent the matters are specifically provided for by Federal statute.

Dues Allotment (Dues Withholding) – Practice whereby the Employer, by agreement with the Labor Organization, and upon written authorization from the employee where required by law or agreement, regularly withholds Labor Organization dues from employees' wages and transmits these funds to the Labor Organization.

Employee – Covers both Fulltime Title 5 and Title 32 unless specified Technician.

Employer – The Adjutant General (TAG) or his designated representative(s).

Formal Discussion – Discussions between an Agency representative(s) and a Bargaining Unit employee(s) or the employee's representative(s), on an employee's grievance, or personnel practice or policy, or other condition of employment which affects Bargaining Unit employees. The Labor Organization has the right to be present at these discussions.

Genetic Information and Nondiscrimination Act (GINA) – An ACT signed by congress in 2008 that prohibits group health plans and health insurers from denying coverage to a healthy individual or charging that person higher premiums based solely on a genetic predisposition to developing a disease in the future. The legislation also bars employers from using individuals' genetic information when making hiring, firing, job placement, or promotion decisions.

Grievance – Any complaint by any employee or by any Labor Organization relating to the employment of the employee(s). Also any complaint concerning the effect or interpretation or claim or breach of a Collective Bargaining Agreement; or any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment. Whether a complaint is formally recognized and handled as a grievance depends on whether the subject of the complaint is covered under the grievance procedure.

Impact & Implementation (I&I) Bargaining – Even where the decision to change conditions of employment of unit employees is protected by the Employer's rights, there is a duty to notify the Labor Organization and, upon request, bargain on procedures that the Employer will follow in implementing its protected decision as well as on appropriate arrangements for employees expected to be adversely affected by the decision.

Labor Organization – Refers to The Association of Civilian Technicians, Inc. (ACT), local chapters, and the ACT National.

Management – Broad term used to define any individual who represents the Agency in an official capacity, most commonly, supervisors and managers.

Management Officials (Managers) – In the Federal service, means an individual in a position the duties and responsibilities of which require or authorize the individual to formulate, determine, or influence the policies of the agency.

Management Rights – The right of Management to make day-to-day personnel decisions and to direct the work force without notification to, or consultation with, the exclusive representative. Usually "Management Rights" refers to a specific list of Management authorities which are not subject to Collective Bargaining.

Negotiated Grievance Procedure – A systemic procedure agreed to by the negotiating parties for the resolution of grievances. The negotiated grievance procedure is applicable only to employees in the Bargaining Unit.

Official Time – Work time that is granted to a Labor Organization representative to perform designated functions, to include travel, without loss of pay or charge to that employee's leave account.

On-The-Clock – Paid time.

Past Practice – Existing practices sanctioned by use and practice that are not specifically included in the Collective Bargaining Agreement.

Performance Plan – A description of the level of performance/achievement, including quality, quantity, and timeliness necessary to achieve a fully acceptable performance of the duties and responsibilities of the position.

Qualified (Applicant) – Section 17.5, this Agreement, pertains to an applicant for a vacant/advertised position who, using established staffing procedures, is able to meet minimum qualifications of the advertised position.

Rating Official – The individual most responsible for the **Employee's** performance, for establishing performance standards, for counseling the **Employee** on the critical and major job elements, and for appraising the **Employee** based on pre-established mutually understood standards. The Appraiser is the **Employee's** immediate supervisor.

Rating Period – The period of time, normally one year, but not less than 120 days, for which an **Employee's** performance will be appraised.

Reviewer Of Performance Plan – Normally the **Employee's** second level supervisor in the (supervisory) chain of command. The Appraiser will consult with the Reviewer prior to discussing the rating with the **Employee** and obtain the Reviewer's concurrence and signature, and then present the rating to the approving official for concurrence and signature, prior to presenting the completed rating to the **Employee** for signature.

Supervisor – In the Federal service, means an individual having authority in the interest of the Agency to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove employees, to adjust their grievances, or to effectively recommend such action, if the exercise of the authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgment.

Technician – Dual status Title 32 employee

Weingarten Right – Refers to the right of a Bargaining Unit employee to be represented

by the Labor Organization under specific circumstances. That right exists when (1) the employee is examined in an investigation (an investigatory examination) conducted by an Agency representative, (2) the employee reasonably believes disciplinary action against him may result, and (3) the employee requests Labor Organization representation. [5USC, 7114, (a), (2), (B)]

Work Free Lunch Periods – Uninterrupted lunch period, where no work of any kind may be scheduled, unless mission requirements (emergencies) make an early recall to work necessary.

**MEMORANDUM OF AGREEMENT BETWEEN
THE ADJUTANT GENERAL OF FLORIDA AND
THE FIRST COAST & THE HURRICANE STATE CHAPTERS
OF
THE ASSOCIATION OF CIVILIAN TECHNICIANS**

1. PURPOSE: The purpose of this Memorandum of Agreement (MOA) is to establish ground rules and joint procedures for negotiation of a Collective Bargaining Agreement (CBA), between The Adjutant General (TAG) of Florida (The Employer), as the duly authorized representative of the Department of Defense, and The First Coast and The Hurricane State Chapters (Union) as the authorized representative of the Association of Civilian Technicians (ACT).

a. The Parties agree to representation by negotiation committees, to be appointed by the Employer and the Union, respectively, for purposes of negotiating a CBA.

b. It is agreed that the Chief Negotiator for the Employer will represent the Adjutant General of Florida, to meet at reasonable times and negotiate in good faith. The Chief Negotiator for the Union will similarly represent the interests of technicians included in the Bargaining Units in accordance with Section 7112(b).

2. CURRENT AGREEMENT: The current agreement dated 31 December 2019, will remain in effect during the negotiation period and until the new agreement is approved in accordance with the provisions of paragraph 5 of this MOA.

3. CONTRACT PROPOSALS: The parties will simultaneously exchange initial proposals not later than forty five (45) calendar days from the signing of this MOA. Initial proposals will be exchanged on a date agreed upon by both Chief Negotiators. No language will be reviewed for a change during formal negotiations, unless a prior proposal from either party was previously submitted or a proposed change or another proposal affects a specific provision.

a. Negotiations will formally commence no later than forty five (45) calendar days following the exchange of initial contract proposals.

Note: Based on the language in section 28.5 and the timeline for the negotiations process (training, proposal/counter-proposal exchange, formal negotiations, agency head review/approval, disapproved article renegotiation, etc...), the parties may not have an approved contract by 31 December 2019. Therefore, the parties agree to extend the current contract one year or until the renegotiated contract is completely approved (following agency head review, renegotiation of disapproved

provisions, final approval of whole contract). Although not known at this time, if there are provisions in the current contract that conflict with federal law or government wide regulation, these must be brought into compliance immediately.

b. The Employer or the Union may choose to withdraw a proposal at any time or the Parties may mutually agree to temporarily set aside a proposal.

c. The chief negotiator for each party may accept a proposal, submit a counter proposal, withdraw a proposal, deem proposals to be at impasse, or table a proposal. Should a proposal be tabled pending further study or it appears no agreement can be reached, it may not be brought off the table without mutual consent of the parties. Should the proposal remain tabled until all remaining contract issues have been discussed and/or agreed to, then all tabled proposals will be removed individually from the table in the same sequence as tabled, and will be discussed in an attempt to reach an agreement. Proposals that are considered to be negotiable subjects, but on which agreement cannot be reached in a reasonable amount of time, will be considered to be at impasse. Federal Mediation and Conciliation Service / Federal Service Impasse Panel (FMCS/FSIP) procedures will apply to the resolution of all impasses.

d. If there is a change in law, government-wide/agency rule or regulation or Federal Labor Relations Authority (FLRA) decisions during the course of negotiations, either party may introduce proposals regarding those subjects.

4. NEGOTIATING TEAMS AND GOVERNING PROCEDURES: The negotiators designated by the Parties shall be governed by the following rules during the conduct of negotiations:

a. Committees:

(1) The Negotiation Committee teams will not exceed seven (7) primary negotiators and may have seven (7) alternate negotiators.

(2) Designation by name of primaries and alternates of each Negotiating Committee will be exchanged in writing, formally, by the Parties to this Agreement no later than the date agreed upon by the Chief Negotiators for the exchange of the initial proposals. Correspondence will designate a Chief Negotiator who will function as the Chief spokesperson.

(3) Permanent changes in negotiating teams of either party will be provided to the other party, preferably the chief negotiator, as soon as possible prior to any negotiation.

(4) The presence of a full committee of seven (7) members per party at negotiation sessions is not required, but both Parties to this Agreement must be represented at each session by at least five (5) committee members. A representative

from both Army and Air of each party (First Coast & Hurricane Chapters and the Employer Army & Air) will be present.

(5) The chief negotiator of either party of may substitute between primary and alternate appointed members at their discretion.

b. Observers:

(1) Negotiating sessions will be closed to the public. Only those negotiators designated in accordance with this MOA will be allowed to attend official contract negotiations.

(2) For specific purposes, the Parties may mutually agree to permit selected individuals to attend designated sessions.

(3) With mutual concurrence each side has the right to call subject matter specialists, on official time, for the express purpose of providing information on a particular area of concern. Neither subject matter specialists nor observers may participate in actual negotiations except upon concurrence of both parties. Subject matter specialist will depart upon completion of their presentation.

c. Place and Time of Meeting: Negotiation sessions will be convened at a time and place as agreed to by the Chief Negotiators. It is agreed that in the interest of efficiency and consistent with statutory intent in order to approach the negotiations with a sincere resolve to reach a collective bargaining agreement, negotiation sessions will be accomplished as frequently as possible, to avoid unnecessary delays

(1) The place of negotiations will be a private setting in St. Augustine, Florida. Both teams will have access to a copy machine, fax machine, local telephone, and like office machines. The Parties recognize a mutual obligation to conduct negotiations in the spirit of "Good Faith" bargaining with an objective toward reaching a meaningful agreement on all negotiable issues presented. Additional negotiation days/dates may be added by mutual consent of the chief negotiators.

(2) Negotiations will be held on

Tuesday May 14, 2019, 8:00 a.m. to 11:30 a.m. and 1:00 p.m. to 4:30 p.m.

Wednesday May 15, 2019, 8:00 a.m. to 11:30 a.m. and 1:00 p.m. to 4:30 p.m.

Thursday May 16, 2019, 8:00 a.m. to 11:30 a.m. and 1:00 p.m. to 4:30 p.m.

Tuesday May 28, 2019, 8:00a.m. to 11:30 a.m. and 1:00 p.m. to 4:30 p.m.

Wednesday May 29, 2019, 8:00 a.m. to 11:30 a.m. and 1:00 p.m. to 4:30 p.m.

Thursday May 30, 2019, 8:00 a.m. to 11:30 a.m. and 1:00 p.m. to 4:30 p.m.

Tuesday June 4, 2019, 8:00 a.m. to 11:30 a.m. and 1:00 p.m. to 4:30 p.m.
Wednesday June 5, 2019, 8:00 a.m. to 11:30 a.m. and 1:00 p.m. to 4:30 p.m.
Thursday June 6, 2019, 8:00 a.m. to 11:30 a.m. and 1:00 p.m. to 4:30 p.m.

Sessions will be conducted until negotiations have covered all proposals. Except by mutual consent, not more than two (2) weeks will elapse between the conclusion of one negotiating week and the commencement of another preferably at the earliest opportunity for both parties, except that negotiations will not be scheduled for the weeks that include holidays. Cancellation of any negotiation session will only be by mutual concurrence or unless the required five (5)-member quorum is not present. Chief Spokespersons must reach agreement on adjusted schedule(s) if required and will, in any case, agree as to the schedule for the next session prior to the cancellation of any scheduled negotiations session.

(3) Clerical and administrative support to incorporate agreements into a contract will be provided by the Employer.

d. Use of official Time:

(1) Primary Negotiators and Alternate Negotiators will be authorized official time during negotiating sessions for the time such employees would otherwise be in a duty status.

(2) A total of 162 hours of official time is provided to the First Coast Chapter and 162 hours for the Hurricane Chapter for preparations and Agreement negotiations. In addition, each primary negotiator will be provided a total time of one (1), nine (9) hour days of official time to review the Employer's initial proposals. Official time will be requested in accordance with Section 3.1 - 4 of the current CBA. All negotiators and observers will be on official time for attendance at negotiation sessions and preparation for negotiations, provided they are otherwise in a duty status. If a negotiation session is postponed or recessed, the Union negotiators will have the remainder of any such session on official time for preparation for the next session.

(3) The Employer recognizes the need for additional official time during the negotiation process to include before and after scheduled negotiation sessions and during any periods between scheduled weekly sessions to review and develop counter proposals. The Chief Negotiators will agree to this additional time on an as needed basis.

(4) Union negotiators shall wear civilian attire while engaged in, or preparations for, collective bargaining as a representative of the labor organization.

(5) All official time will be documented on the Optional Form 71 submitted by each employee to the employee's immediate supervisor along with approval notice

from HRO.

e. Session Records:

(1) No complete transcript of proceedings of negotiation sessions will be maintained, but each party reserves the right to make written notes as they desire.

(2) Electronic recording devices will not be used.

f. Recording Agreements:

(1) Upon reaching agreement on specific article or section, the Chief Negotiator of each party will date and initial each page agreed upon. This initialing is done with the understanding that a complete article will not be revisited without the agreement of both chief negotiators.

(2) The Employer will furnish to each Chief Negotiator a copy of the articles agreed upon and initialed by the end of each day's negotiation session.

g. Caucuses:

(1) Either Party may call for a caucus at any time if it becomes necessary in the course of negotiations. The calling Party will withdraw to a mutually suitable location provided by The Employer.

(2) Each caucus will be limited to thirty (30) minutes.

(3) A commercial telephone will be made available, which may be used providing there is no additional expense to the government.

(4) During a caucus, access to computer, printer, copy machine, and access to a FAX machine will be provided by the Employer.

(5) A concerted effort will be made to keep interruptions of negotiation sessions to a minimum. All communication devices will be silenced, throughout the negotiations sessions.

h. **Proposal Validity:** If, in connection with negotiations, an issue develops as to whether a proposal is contrary to law, regulation, controlling agreement, or Public Law 95-454 and therefore not negotiable, it shall be resolved in accordance with Section 711?(c) of Public Law 95-454.

5. CONTRACT APPROVAL AND EXECUTION:

a. Upon conclusion of negotiations, including resolution of any impasse by the FSIP, all articles will be typed in final draft format. Within ten (10) working days of completion, the agreement will be executed by affixing the signature of the Adjutant General and all available

members of the respective negotiating teams. Signature of Union members will signify that the agreement has been ratified by the union and has been reviewed by ACT National.

b. The Employer is responsible for delivering the new agreement to the Department of Defense (DOD), Defense Civilian Personnel Advisory Service (DCPAS) within two (2) days working days of execution for approval in accordance with 5 USC Section 7114(c). The chief spokespersons of each party shall jointly prepare and sign the cover letter that shall accompany the executed agreement. A copy of this MOA shall also accompany the agreement and will remain in effect for the life of the Agreement. Should DCPAS disapprove any provision(s) of the agreement, the current CBA will remain in effect until DOD approves the CBA in whole (consistent with law and government wide regulation).

c. Specific provisions not approved by DOD shall later be incorporated when approved by DOD after the parties have discussed and made appropriate revisions, if required. The chief spokespersons will jointly prepare the letter to DOD, which submits the parties' changes or disagreements with the disapproved provisions. The letter will be mailed within three (3) days. The effective date of these revisions shall be the 31st day from the execution by the parties, or the date of DOD approval, whichever comes first. These provisions shall expire on the same date as the basic agreement, unless otherwise provided for.

d. Referral of a proposal to the FLRA due to a negotiability dispute shall not affect the obligation of a party to execute the contract described in paragraph a, b and c above. Nor shall such referral affect the effective date of the contract or the effective date of any other contract provision or portion thereof.

6. MISCELLANEOUS:


a. The employer will make available, all basic governing rules and regulations for technician employment. These will include the Code of Federal Regulations (CFR) and any Federal Personnel Manuals and applicable National Guard Technician Regulations.

b. Following DCPAS approval of the new CBA, a team consisting of at least one representative from each Labor Organization and at least one from the Employer will be formulated for the purposes to train all personnel affected by the new agreement. Such training sessions will be conducted jointly and will be on official time. The parties will jointly prepare the training materials that will be utilized during the training sessions.

7. EFFECTIVE DATE: This MOA, establishing the ground rules for negotiations between the parties shall be effective on the date of execution between the parties. This MOA will remain in effect for the duration of the CBA and by reference is incorporated therein. Any negotiations between the parties occurring during the period in which this MOA is in effect shall be governed by the procedures outlined in this MOA.

Date: 26 March 2019

MANAGEMENT

 Digitally signed by

LABOR ORGANIZATION
