

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE WASHINGTON NATIONAL GUARD &
THE ASSOCIATION OF CIVILIAN
TECHNICIANS**



**WASHINGTON NATIONAL GUARD
AIR & ARMY
EVERGREEN CHAPTER & RAINIER CHAPTER**



Insert Date of DoD Approval

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ARTICLE 1 – INTRODUCTION AND GENERAL PROVISIONS

1-1. AGREEMENT/PARTIES: This is an agreement between The Adjutant General of the State of Washington, referred to as the "Employer" and the Association of Civilian Technicians (ACT), Evergreen Chapter (Air) and Rainier Chapter (Army), referred to as the "Labor Organization". This Collective Bargaining Agreement (CBA) is entered into under the provisions of 5 U.S.C. Chapter 71 and 32 U.S.C. §709.

1-2. PURPOSE: This agreement identifies the mutual covenants of the parties hereto which have the intention and purpose to:

A. Promote and improve the efficient administration of the Washington National Guard (WNG) and the well being of its bargaining unit employees within the meaning of public law.

B. Provide for the highest degree of efficiency in the accomplishment of the mission of the agency and to advance Labor-Management forums, in accordance with Art. 30 of this Agreement.

C. Establish a basic understanding relative to personnel policy, practices and procedures and matters affecting other conditions of employment within the jurisdiction of the Employer.

D. Provide a means for amicable discussion and adjustment to matters of mutual interest.

E. Promote bargaining unit employee communications and information of personnel policy and procedures.

1-3. APPLICATION: This agreement is applicable to all bargaining unit employees of the WNG.

1-4. CBA ENFORCEMENT: The Employer and Labor Organization share joint responsibility for the administration and enforcement of this agreement, and both parties agree to support the rights established in this CBA.

1-5. CBA PRINTING AND DISTRIBUTION: The WNG will publish the CBA on the WNG's shared networks (including the HR Office Website). On a case-by-case basis, when an employee does not have access to the shared network, the Employer will provide a copy of the CBA. Employees are authorized to make one two-sided copy while on duty status.

1-6. CBA TRAINING: The Employer agrees to allow up to four (4) hours of official time to bargaining unit employees for the purpose of joint CBA training; with up to two (2) hours of official time for Employer/Labor Organization break-out training. Training of bargaining unit employees will be conducted jointly by the Labor Organization and the Employer. This is a one-time accommodation for training of the new contract to bargaining unit employees present at the time this Agreement goes into effect. The training of new bargaining unit employees will be conducted during the new employee orientation, as set forth in Art. 10 of this Agreement.

1-7. BARGAINING UNIT:

A. The Employer recognizes the Labor Organization as the exclusive representative of all bargaining unit employees. The bargaining unit includes all Wage Grade and General Schedule (permanent and indefinite) bargaining unit employees of the Washington Army and Air National Guard. The bargaining unit does not include military personnel (AGRs and Traditional Guardsmen), state employees, professional employees, Employer officials, supervisors and individuals described in 5 U.S.C. §7112(b) and as defined in §7103.

B. For additional information on bargaining unit employee and Employer rights, Labor Organization participation, negotiations and representation rights, see 5 U.S.C. Chapter 71.

1-8. EMPLOYEE RIGHTS (5 U.S.C. §§7102 and 7114):

A. Each bargaining unit employee shall have the right to form, join, or assist any labor organization, or refrain from any such activity, freely and without fear of penalty or reprisal, and each bargaining unit employee shall be protected in the exercise of such right. Except as otherwise provided under 5 U.S.C. Chapter 71, such right includes the right to:

- 1.** 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 the heads of agencies and other officials of the executive branch of the Government, Congress, or other appropriate authorities; and

- 2.** engage in the collective bargaining with respect to conditions of employment through representatives chosen by bargaining unit employees under 5 U.S.C. Chapter 71.

B. The rights of an exclusive representative shall not be construed to preclude a bargaining unit employee from:

- 1.** being represented by an attorney or other representative, other than the exclusive representative, of the labor employee's own choosing in any grievance or appeal action; or

- 2.** exercising grievance or appellate rights established by law, rule, or regulation; except in the case of grievance or appeal procedures negotiated under 5 U.S.C. Chapter 71.

1-9. BARGAINING UNIT EMPLOYEE PARTICIPATION (5 U.S.C. §7101): The statutory protection of the right of bargaining unit employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them: safeguards the public interest, contributes to the effective conduct of public business, and facilitates and encourages the amicable settlements of disputes between bargaining unit employees and their Employers involving conditions of employment. The public interest demands the highest standards of bargaining unit employee performance and the continued development and implementation of modern, safe and progressive work practices to facilitate and improve bargaining unit employee performance and the efficient accomplishment of the operations of the Government.

1-10. EMPLOYER RIGHTS AND AUTHORITY (5 U.S.C. §7106):

Subject to Art. 1-11 below, nothing in this chapter shall affect the authority of any Employer official of any agency:

A. to determine the mission, budget, organization, number of bargaining unit employees, and internal security practices of the agency; and

B. in accordance with applicable laws:

1. to hire, assign, direct, layoff, and retain bargaining unit employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such bargaining unit employees;

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

3. with respect to filling positions, to make selections for appointments from:

a. among properly ranked and certified candidates for promotion; or

b. any other appropriate source; and

4. to take whatever actions may be necessary to carry out the agency mission during emergencies.

1-11. NEGOTIATIONS (5 U.S.C. §7106): Nothing in this section shall preclude the Employer and the Labor Organization from negotiating:

A. at the election of the Employer, on the numbers, types, and grades of bargaining unit employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;

B. procedures which Employer officials of the agency will observe in exercising any authority under this section; or

C. appropriate arrangements for bargaining unit employees adversely affected by the exercise of any authority under this section by such Employer officials.

1-12. EXCLUSIVE REPRESENTATIVE (5 U.S.C. §7114): A labor organization which has been accorded exclusive recognition is the exclusive representative of the bargaining unit employees in the unit it represents and is entitled to act for, and negotiate collective bargaining agreements covering, all bargaining unit employees in the unit. An exclusive representative is responsible for representing the interests of all bargaining unit employees in the unit it represents without discrimination and without regard to labor organization membership.

1-13. REPRESENTATION RIGHTS (5 U.S.C. §7114): An exclusive representative of an appropriate unit in an agency shall be given the opportunity to be represented at:

A. any formal discussion between one or more representatives of the agency and one or more bargaining unit employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment (a formal discussion is not a discussion with an employee about personal matters that does not meet the statutory definition of a formal discussion); or

B. any examination of a bargaining unit employee in the unit by a representative of the agency in connection with an investigation if:

1. the bargaining unit employee reasonably believes that the examination may result in disciplinary action against the bargaining unit employee; and

2. the bargaining unit employee requests representation.

C. In addition to the provisions of 5 U.S.C. §7114, the Employer will ensure that all supervisors or persons performing an investigative role for the agency will be informed of the bargaining unit employee's representation rights and will allow such representation upon the request of the bargaining unit employee.

1-14. BULLETIN BOARDS:

A. The Employer will provide electronic space on WNG networks, the HR Office Website and existing bulletin board space in major buildings.

B. The Labor Organization is responsible for maintaining bulletin board space in a neat and orderly condition. Labor Organization officials, or their designated representatives, are the only personnel authorized to post or remove Labor Organization materials from designated bulletin board space.

C. Materials posted will not violate the law or impact security. Any posted information, which may be deemed by the Employer to have a negative impact on the Employer/Labor Organization relationship, shall be referred to the appropriate shop steward or chapter official for resolution.

D. WNG networks may be used for official Labor Organization communications.

1-15. COPIER USE: The Labor Organization will provide copier equipment and supplies for Labor Organization business. At Employer's discretion, the Labor Organization may use Employer copier equipment for official business.

1-16. DISTRIBUTION: The Labor Organization may have access to the interoffice mail system for official correspondence. A distribution box or slot will be provided for this purpose at distribution points.

1-17. EMPLOYER'S ASSIGNMENT OF WORK AND FUNCTIONS: It is agreed that the Employer retains the sole discretion to assign work.

ARTICLE 2 - PERTINENT INFORMATION

2-1. EMPLOYER INFORMATION: The Employer agrees to place the Labor Organization on distribution for all pertinent Technician Personnel Regulations (TPRs). Additional policies and directives of the agencies (NGB and OPM) in the possession of the Employer will be made available during normal duty hours.

2-2. BARGAINING UNIT EMPLOYEE MANNING DOCUMENT: The Employer agrees to furnish the Labor Organization officials with a current by name list of all technicians, which will include the following: authorized, filled or vacant positions, PD number and title, bargaining unit status, dues deduction, work section location (ORG Code), and status (permanent, indefinite, temporary or AGR). The labor organization recognizes that it is responsible for maintaining the confidentiality of the provided information. A current roster will be provided to the Labor Organization, upon written request to the Human Resources Office (HR Office). Frequency of requests should be limited to an as needed basis, normally not to exceed four (4) times a year.

ARTICLE 3 - IMPACT & IMPLEMENTATION (I&I) BARGAINING

3-1. APPLICABILITY: The Employer acknowledges that where actions, decisions, or changes are made which are nonnegotiable as an Employer right, the Employer nevertheless has the obligation to negotiate the appropriate arrangements and procedures to the extent they impact conditions of employment of bargaining unit employees as defined by 5 U.S.C. § 7103(a)(14).

NOTE: Employer officials should contact the HR Office for guidance on what may or may not be an impact or change in working conditions.

3-2. NOTIFICATION: The Employer shall notify the appropriate Labor Organization representative, of Employer-directed actions, including changes to regulations, policies, and practices, which impact bargaining unit employee working conditions, prior to implementation of such actions. The Employer will put oral notifications in writing upon request by a Labor Organization representative. The Employer will also delay announcement of such actions or changes until notification and bargaining has occurred.

3-3. PROCESS: The Labor Organization shall, within ten (10) workdays after a verified receipt of such notice, notify the Employer as to whether the Labor Organization desires to bargain the impact and implementation of such actions or changes. If the Labor Organization elects to bargain, it will provide a list of proposals, upon request, within seven (7) workdays after notifying the Employer of its intent to bargain, or seven (7) workdays after receipt of any requested data/information, under 5 U.S.C. §7114 (b)(4), from the Employer.

A. These proposals will form the basis of bargaining. Other proposals may be introduced that are relevant to the matter, by mutual consent. The parties acknowledge the obligation to bargain in a timely and expeditious manner. If the Labor Organization elects not to bargain, or has not responded in the allotted timeframes, the Employer is free to implement.

B. I&I bargaining teams will have an equal number of members, unless otherwise agreed by the parties, with the number being established by mutual agreement. Ground rules will be used upon request by either party. The terms of the ground rules will be expeditiously decided by mutual agreement.

C. The parties acknowledge that mission requirements and deployments may affect the established time limits and agree to extend any time limitations in situations where the mission, deployments or military obligations would prevent the party from meeting the established time limits.

D. Time periods may be extended by agreement of both parties.

3-4. EXCEPTIONS: The Labor Organization acknowledges that there may be limited occasions where implementation and/or announcement of actions or changes may be accomplished by the Employer prior to, or without, notification of bargaining, limited to when an exigent circumstance exists, and the underlying rationale for absence of notification will be provided as soon as practicable.

3-5. ACKNOWLEDGMENTS: The Employer acknowledges its obligation to bargain changes addressed by this article. The Labor Organization acknowledges that the Employer may not be required to bargain in the instances where there is no direct, immediate, or reasonably foreseeable impact on bargaining unit employee working conditions, or where such impact or effect is so inconsequential as to be considered "de minimus".

ARTICLE 4 - BARGAINING UNIT EMPLOYEE IDENTIFICATION

4-1. PURPOSE: The purpose of this article is to provide a means of personal and vehicle identification for bargaining unit employees.

4-2. PERSONAL IDENTIFICATION: Upon request, subject to availability, bargaining unit employees will be issued service specific civilian identification cards IAW applicable regulations.

4-3. VEHICLE IDENTIFICATION: Upon request, bargaining unit employees will be issued DoD vehicle decals for personally owned vehicles IAW procedures established by DOD regulations.

ARTICLE 5 - LABOR ORGANIZATIONS

5-1. LABOR ORGANIZATION REPRESENTATIVE RECOGNITION/NUMBERS: Employer agrees to recognize officials and shop stewards specifically designated by the Labor Organization to represent bargaining unit employees in dealings with Employer and Employer supervisory officials. The total number of representatives shall not exceed forty (40), except by mutual agreement, and will be designated by the Labor Organization as needed to provide adequate representation throughout the work force.

5-2. LIST OF LABOR ORGANIZATION REPRESENTATIVES: The Human Resources Officer (HRO) will be furnished with a current list of representatives and their designated areas. Frequency of requests should be limited to an as needed basis, normally not to exceed four (4) times a year.

ARTICLE 6 - LABOR ORGANIZATION BUSINESS OFFICE

6-1. OFFICE:

A. The Employer agrees to provide adequate space for Labor Organization at three primary locations for officers and their stewards to conduct representational duties and internal business. This space will only be used for official representational duties during duty hours, unless the Labor Organization representative is in an appropriate leave, or other non-duty status.

B. Use of office space after normal duty hours for internal business and official representational duties will be coordinated with and approved by the appropriate facility manager or other designated person. Office space will be utilized consistent with applicable rules and regulations. A facility manager may consider requests for temporary additional space on a case-by-case basis.

C. Union offices provided for exclusive Union use will not be entered unless advance notice is provided to the Union, except for emergency circumstances, when notice will be provided as soon as practicable. The Union will post contact information on the front door.

6-2. TELEPHONE: Labor Organization officers and stewards shall be authorized use of existing telephone/fax/scanner communications in Labor Organization offices for the purpose of conducting official representational duties. Telephone/fax/scanner services will be utilized consistent with current rules and regulations. The Labor Organization may request additional telephone lines to accommodate equipment needs in the chapter's main office when resources are available. Labor Organization officers/stewards shall be authorized reasonable use of telephone communications in work centers for the purpose of conducting representational duties in circumstances where it would be impracticable to return to the Labor Organization office, and where such use does not interfere with other work center requirements.

6-3. COMPUTER/NETWORK: Management agrees to provide existing network compatible computer equipment with network access for the Union offices: computers, monitors, fax/scanners and printers for use on the WA-ANG and/or WA-ARNG network.

6-4. FURNITURE/EQUIPMENT: Subject to USP&FO coordination and approval, the Employer will allow the Labor Organization the opportunity to screen and utilize excess office furniture and equipment prior to turn in to Defense Reutilization Marketing Office (DRMO). Written requests will be submitted through the HRO.

ARTICLE 7 - DUES DEDUCTIONS

7-1. WITHHOLDING FORM: SF 1187 for dues deduction will be supplied by the Labor Organization and will be used as the authorization of payroll deduction for dues.

7-2. PROCESSING:

A. The Labor Organization will enter the current amount of regular dues to be deducted for the member for each pay period, complete the required SF 1187 certification and submit the SF 1187 form to the USPFO Attn: Pay and Exam Branch, or respective wing comptroller, which will be referred to hereinafter as the "Civilian Pay Office" (CPO). The SF 1187 may be submitted at any time. The Employer will process claims expeditiously. The effective date for withholding will start no later than the second pay period after the form has been submitted to the CPO.

B. The CPO will withhold the amount prescribed by the Labor Organization from the pay for each bargaining unit employee from whom it has a properly executed allotment authorization. Adjustments to dues allotments will occur within two (2) pay periods whenever the member's rate of base pay changes. The Labor Organization withholding rate will only be adjusted annually. The Labor Organization will notify the HR Office in writing of such change.

C. An allotment shall be terminated when: the bargaining unit employee leaves the bargaining unit as a result of any type of separation, transfer, or other personnel action; upon loss of exclusive recognition by the Labor Organization; when the agreement providing for dues withholding is suspended or terminated by an appropriate authority outside DOD; or when the bargaining unit employee has been suspended from the Labor Organization.

NOTE: When a bargaining unit employee is no longer eligible for Union membership, the employee shall immediately notify the CPO to ensure that dues deductions terminate.

D. When a bargaining unit employee is temporarily promoted or detailed to a position outside of the bargaining unit, the Employer agrees to automatically reinstate the due's withholding of the bargaining unit employee upon the employee's return to the bargaining unit.

NOTE: It is the individual's responsibility when assigned outside the bargaining unit, to maintain dues payments, if the employee so desires, in order to protect Labor Organization associated insurance or other Labor Organization benefits.

7-3. DUES LIST: Upon disbursement for each pay period, Defense Finance and Accounting Service (DFAS) will certify for payment the net amount withheld. A check will be made out and sent to the appropriate financial office of the ACT. The check will be accompanied by a list, in duplicate, of the bargaining unit employees who have current allotment authorizations on file, the amount withheld from each person's pay, and a statement showing the total amount withheld.

7-4. DUES REVOCATION: The SF 1188 will be used for dues revocation and will be made available at the HR Office, CPO, or in the Labor Organization office to those individuals wishing to revoke their dues withholding.

A. The individual will turn the completed SF 1188 into the CPO.

B. Dues paying members may submit the SF 1188 at any time during the year; however, the Employer will ensure dues revocation shall not become effective until the first full pay period in March. The first day of March of each year will be the annual dues revocation date established by this Agreement. All dues revocation forms must be received by the CPO not later than 15 February.

C. The CPO shall date and initial all copies of the standard form upon receipt from individual. The second copy of the standard form shall be forwarded by the CPO to the Labor Organization within three working days after receipt by the CPO.

D. New members will have the option of dues revocation on the first annual anniversary date after the bargaining unit employee's election to participate (not to be less than one year). Dues revocation form must be submitted to the CPO not later than the last work day in the month preceding the bargaining unit 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 Art. 7-4.B. above.

NOTE: If this Agreement is not renegotiated prior to its termination date for any reason, including impasse, third party proceedings involving a negotiability dispute, or a unit representation question, dues withholding arrangements as set forth in this article will continue until the matter is resolved. Failure by the parties to agree on an extension to this Agreement will not terminate the dues withholding arrangements.

ARTICLE 8 - OFFICIAL TIME, TRAVEL AND PER DIEM, GOVERNMENT VEHICLES, COMPENSATORY TIME AND ATTIRE

8-1. GENERAL: Official time, as defined by 5 U.S.C. §7131, is duty time that is granted to a Labor Organization representative to perform designated functions without loss of pay or charge to that employee's leave account. Official time, regardless of medium (e.g. in person, by telephone, by e-mail, etc.), must be accounted for in fifteen (15) minute increments, annotated on employee time cards, and recorded on WNG Official Time Request Forms (Appendix A).

8-2. REPRESENTATION FUNCTIONS:

A. General: Labor Organization representatives will be authorized a reasonable amount of time during normal working hours to perform representation functions. Employer officials determine the section's mission. Official time will be granted, unless the Employer determines the mission cannot be accomplished without the presence of that representative. In making this determination, the Employer acknowledges the demands of ordinary workload alone are not normally grounds for refusal to permit representation time. The Employer may delay the representative only the length of time the mission requires the presence of that Labor Organization representative. If eight or more hours of official time are requested (per representational issue), additional coordination with the Labor Relations Specialist (LRS), or designated Employer representative, is required.

B. Request Procedure: Use the following procedure for arranging official time for officer or steward representation functions:

1. Request form/Approval process: The WNG Official Time Request (Appendix A) will be approved in advance by the immediate Employer supervisor, or if not available, the next available Employer official in the technician supervisory chain, whenever practicable. To the extent possible, requests for official time will be pre-scheduled, unless they are of an urgent nature. Representation functions will be conducted promptly.

2. Coordinating Visits: If the representation activity involves a visit with another employee, that employee's supervisor will be contacted by the Labor Organization representative and/or the employee to obtain approval and arrange for the timing of the visit. The meeting may be prolonged with concurrence of the respective supervisors. Concurrence must be obtained from the immediate Employer supervisor, or if not available, the next available Employer official in the technician supervisory chain, if the employee intends to leave the immediate work area with the Labor Organization representative. A reasonable amount of time will be granted, unless the Employer determines the mission cannot be accomplished without the presence of that employee.

3. Finalization/Distribution: Upon return to duty from official time, the immediate supervisor of the Labor Organization representative will be contacted, or if not available, the next available Employer official in the technician supervisory chain, and the official time slip will be finalized by the immediate supervisor, and will be forwarded to the LRS.

C. Provisions: Official time provisions include, but are not limited to:

1. Fact-finding: Labor Organization representatives conferring/fact-finding with bargaining unit employees and/or Employer officials on grievances;

2. Labor Organization/Employer meetings: Labor Organization/Employer meetings will be held as needed, with an agenda as necessary, to meet and confer about bargaining procedures, implementation of policies, which affect working conditions, or to make recommendations to the Employer. Additional meetings may be called by either party, as required.

3. Preparation time: Preparation time for pre-negotiation, negotiation, appeal(s), grievances, complaints or scheduled meeting(s), contract preparation time, mid-term bargaining, formal and informal meetings, seminars, third party hearings, adverse actions, (meetings held to hear bargaining unit employee's responses for preparation of appeal and hearing) and discrimination complaints.

4. Required records/reports: To prepare and maintain records and reports required of the Labor Organization by federal agencies. To maintain financial records and books required to complete IRS and Labor Department reports.

8-3. LABOR ORGANIZATION REPRESENTATIVE TRAINING:

A. General: The Employer recognizes the value of having well trained Labor Organization representatives. To this end, Labor Organization representatives will be authorized a reasonable amount of official time during normal working hours to conduct and attend training sessions in labor-management relations, to include travel time during normal working hours, provided that such sessions are designed to orient and brief participants in matters concerning; but not limited to:

1. basic statutes, regulations, policy;
2. negotiated agreements affecting representation functions; and
3. personnel policies, practices, and procedures.

B. Training request: An e-mail request for training, and attached training agenda, for such time will be submitted to the LRS at least two weeks in advance, whenever possible. Official Time Request Forms must have an activity approval letter from the LRS or designee attached when submitted to the Labor Organization representative's supervisor for approval, unless the approval letter from the LRS has not been received.

C. Approval process: The HRO will approve the request consistent with mission requirements. The demands of ordinary workload are not grounds for disapproval.

8-4. TRAVEL AND PER DIEM:

A. Labor Organization representatives must be on official government business to qualify for travel and per diem. Nothing in this agreement shall permit payment of travel and per diem in violation of law, rule, or regulation. The request and approval for travel and per diem will be in advance of the travel.

B. The Employer will authorize travel and per diem for the following official business:

- 1.** Collective bargaining agreement negotiations with Employer.
- 2.** Joint Employer-Labor Organization committees, meetings, discussions, training, and labor-management forums, when jointly scheduled.
- 3.** Other circumstances that arise will be handled on a case-by-case basis, subject to funding, with request for approval through the HRO. The request will be submitted at least seven days in advance of the travel, when practicable. These circumstances that require advance case-by-case approval include but are not limited to:
 - a.** Fact-finding;
 - b.** Impact and implementation proceedings; and
 - c.** Grievance or disciplinary proceedings.

C. Travel and per diem associated with Labor Organization functions, such as training sessions, meetings and seminars will be at Labor Organization expense.

8-5. GOVERNMENT VEHICLES: When approved for official time and subject to availability and vehicle-control official approval, Labor Organization representatives are permitted to use a government vehicle only as expressly approved by management on a case-by-case or as arranged basis. The request shall be made to the designated government vehicle authorizing official in advance of the time for intended use of the vehicle with an estimate of the duration of use and a usage time and shall be in accordance with pertinent rules, regulations and law and shall not impede the Government's mission. If no GOV/GSA vehicle is available, the Joint Travel Regulation-Volume II will apply.

8-6. CIVILIAN ATTIRE: Labor Organization representatives are not required to wear the military uniform while performing representational functions or other Labor Organization activity related functions.

8-7. COMPENSATORY TIME: Compensatory time is normally not authorized for Labor Organization activities outside the Labor Organization representative's normal daily work hours or workweek. An exception is if a representative is already in an overtime status, and is required to perform representational duties, that time will be charged to official time as appropriate.

ARTICLE 9 - WAGE BOARD COMMITTEE PARTICIPATION

9-1. NOTIFICATION: To the extent known, the Employer will notify the Labor Organization in advance of any Wage or COLA surveys.

9-2. PARTICIPATION: The Employer agrees, subject to mission requirements, that representatives of the Labor Organization, if requested by the Local Wage Survey Committee, through the Employer, will participate in accordance with 5 CFR 532 Subpart B, in Federal wage surveys. Employees serving as committee members or data collectors are considered to be on official assignment to an interagency function, rather than on leave. Funded travel orders will be prepared IAW JTR requirements.

ARTICLE 10 - NEW BARGAINING UNIT EMPLOYEE ORIENTATION

10-1. FREQUENCY: The Employer will normally provide New Employee Orientation at least once per month. Labor Organization will be notified of the time and place. If there is a change by the HR Office or the HR Office Remote Designee, the Chapter Presidents or their designee(s) will be notified at least two workdays in advance. Up to one hour will be provided for the Labor Organization for this orientation.

10-2. REPRESENTATION RIGHTS: The Employer recognizes that New Employee Orientation is a Formal Meeting; as such, the Labor Organization has a right to be represented.

10-3. PROCEDURE: The Employer agrees to continue utilizing a checklist to ensure that a technician will be informed on all aspects of technician employment within one (1) pay period after the effective date of employment. When a new technician is hired in the unit or into a new position, management agrees to provide a link to the electronic version of the contract, position description, insurance pamphlets, and information concerning the technician chain of supervision.

10-4. CHECKLIST:

A. The employee's "Weingarten Rights" will be included on the checklist. See Definitions.

B. After the new technician orientation briefing, the employee and the HR Office or the HR Office Remote Designee will sign the checklist and file it in the technician's personnel records (at the HR Office) as a temporary document. NOTE: Temporary in this case means indefinitely.

ARTICLE 11
HAZARDOUS DUTY PAY AND ENVIRONMENTAL DIFFERENTIAL PAY

11-1. PURPOSE: The purpose of this article is to define the situations under which Hazardous Duty Pay (HDP) and Environmental Differential Pay (EDP) are paid to bargaining unit employees employed by the WNG. Specific guidelines are established in 5 CFR Ch. I, Parts 532 and 550.

11-2. POLICY: HDP and EDP are additional compensation programs available to bargaining unit employees for actual exposure to hazards, physical hardships, or working conditions of an unusually severe nature which cannot be eliminated or significantly reduced by preventative measures (e.g., safety equipment, protective clothing, etc.). HDP/EDP is not a substitute for safe practice, nor is it paid for the customary hazards of a trade or craft. Authorization for these differentials does not eliminate the continuing responsibility of all concerned to initiate positive action to eliminate or reduce danger and risk, which contribute to or cause the hazard, physical hardship or working condition.

11-3. RESPONSIBILITIES:

A. Bargaining unit employees: Each bargaining unit employee is required to work within the dictates of sound safety and occupational health practices and procedures, which are under his/her control. In those instances where the application of these practices and procedures cannot eliminate a hazardous situation, the bargaining unit employee must take positive steps to report the situation immediately or, if unable, as soon as practicable, and if appropriate, request that it be reviewed for determination as an HDP/EDP situation. Recommendations, verbal or written, will be forwarded through Employer supervisory channels to the HRO. See Appendix B for the Request for Determination of HDP/EDP Form.

B. Employer officials, supervisors and managers: All Employer officials, supervisors and managers must ensure that safety practices and acceptable work procedures are followed. In those instances where the application of these practices and procedures cannot adequately alleviate a hazardous situation, the Employer official, supervisor or manager must take positive steps to report the situation immediately or, if unable, as soon as practicable, and if appropriate, initiate a request to establish an HDP/EDP situation. Upon receipt of a request to establish an HDP/EDP situation, the Employer official, supervisor or manager must examine the situation, provide recommendation, and forward the situation through Employer supervisory channels to the HRO office. Employer officials, supervisors and managers do not have authority to approve or disapprove a request to establish an HDP/EDP situation.

C. Human Resources Officer (HRO): The HRO is responsible for the management of the HDP and EDP programs. Upon receipt of HDP and EDP requests, the HRO will immediately forward a copy of the request to the HDP/EDP Committee, with an information copy to the Labor Organization.

D. HDP/EDP Committee: The HDP/EDP Committee consists of an HRO representative, a safety representative, and a bio-environmental engineering specialist. The Labor Organization will be afforded the opportunity to attend meetings of this committee prior to finalizing its findings. The HDP/EDP committee will document their findings and recommend concurrence or non-concurrence with the request in an expeditious manner. The HRO will provide the Labor Organization with a copy of the findings. The HDP/EDP committee shall conduct annual evaluations of approved situations to ensure that they are current and valid. New requests for HDP/EDP can be submitted as situations arise. Within fifteen (15) working days, the committee will document its findings and recommend concurrence or non-concurrence with the request.

11-4. DOCUMENTATION FOR HDP/EDP EXPOSURE: The supporting payroll office receives the documentation of HDP/EDP by use of an NGB Form 104 attached to the T&A card as prescribed by the DCPS pay manual.

11-5. HDP/EDP IN EFFECT: Prior to making changes to HDP/EDP in effect, the Employer will notify the Labor Organization. If the change to HDP/EDP is negotiable, bargaining will be conducted in an expedient manner.

ARTICLE 12 - BASIC WORK HOURS/WEEK

12-1. ADMINISTRATIVE WORKWEEK: The administrative workweek is established as Sunday through Saturday with Sunday as the first day.

12-2. BASIC WORKWEEK: The basic workweek is established as the hours scheduled for work during the administrative workweek. A compressed/flex/telecommute work schedule should be considered in reference to commute trip reduction. The Employer has the discretion to establish the hours of work for bargaining unit employees, subject only to impact and implementation bargaining (Art. 3), as appropriate. Employees will be in the duty uniform at the start of the duty day. Employees will then be given reasonable time to change into and out of appropriate Personal Protective Equipment (PPE), as needed.

12-3. LUNCH PERIOD:

A. The Employer shall provide an unpaid one-half ($\frac{1}{2}$) hour lunch period during each workday. The lunch period will normally be scheduled at the midpoint of the duty shift.

B. Bargaining unit employees scheduled to work through their normal lunch period due to mission requirements will be allowed to reschedule within +/- one hour of the scheduled lunch period.

C. If the bargaining unit employee is unable to take the lunch break within +/- one hour of the scheduled lunch period, the Employer will grant a reasonable amount of time on-the-clock to eat, subject to mission requirements and not to exceed fifteen (15) minutes, and the Employer will either release the employee one-half ($\frac{1}{2}$) hour early or grant compensatory time for the missed one-half ($\frac{1}{2}$) hour lunch period.

12-4. BREAKS: The Employer shall provide a 15-minute break period for each scheduled period of continuous work that is four (4) hours. Break times will be determined locally by the Employer consistent with the hours of duty at a specific location. Breaks shall not be scheduled at the beginning or end of a tour of duty, nor may they be accumulated or scheduled contiguous with the lunch period.

12-5. SPECIFIC SHIFT ASSIGNMENTS: The Employer agrees to consider bargaining unit employee requests to work a specific and established shift because of personal situations and/or family problems (e.g. to attend educational classes, single parents, daycare, vanpool, illness in the family).

12-6. SHIFT CHANGE NOTIFICATION:

A. Notice/Posting: Bargaining unit employees will be notified no less than seven (7) days in advance of a shift change. Work schedules will be posted, in each work area, no less than seven (7) days in advance.

B. Notice/Posting exemptions: When the Employer determines that the agency would be seriously handicapped in carrying out its functions or that costs would be substantially increased, the Employer is exempt from the seven (7) day notice requirement. When mission requires a change in reporting time, the Employer agrees to seek qualified volunteers prior to assigning non-volunteers to avoid disruption or a hardship in the employee's personal life, whenever practicable.

C. Individual shift change exemption requests: When the Employer requires an employee to change shifts, and the change adversely affects the employee because of personal situations and/or family problems (e.g. to attend educational classes, single parents, daycare, vanpool, illness in the family), the employee may request not to change shifts. Upon receiving the information relative to the request, the Employer will consider the merits of the request. The employee may request the Labor Organization to present the request to the Employer.

D. Established shift I&I exemption: Shift assignments and shift changes that have already been established do not require additional Art. 3 impact and implementation bargaining.

E. Established shift I&I exemption exception: Established shifts unique to an organization will not be implemented at another organization without impact and implementation bargaining.

12-7. TIME SPENT ON STANDBY DUTY OR IN AN ON-CALL STATUS:

A. Standby Duty: As defined by 5 CFR, Ch. I, §550.112(k), an employee is on duty, and time spent on standby duty is hours of work if, for work-related reasons, the employee is restricted by official order to a designated post of duty and is assigned to be in a state of readiness to perform work with limitations on the employee's activities so substantial that the employee cannot use the time effectively for his or her own purposes.

B. On-call status: As defined by 5 CFR, Ch. I, §550.112(l), an employee is off duty, and time spent in an on-call status is not hours of work if:

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

12-8. PREMIUM PAY: Premium pay will be paid as authorized by law, rule or regulation.

ARTICLE 13 - OFFICIAL RECORDS

(Official Personnel Folders and Supervisor Work Folders)

13-1. UNFAVORABLE INFORMATION IN OPF/SWF: Any record in the Official Personnel Folder (OPF) or Supervisor Work Folder (SWF) which has not been disclosed to the bargaining unit employee will not be used as a basis for disciplinary or adverse action. Except as provided by the Office of Personnel Management regulations, no material of an unfavorable nature, which might reflect on the bargaining unit employee's character or career will be placed in the OPF/SWF without the bargaining unit employee's knowledge.

13-2. REVIEW OF OPF/SWF: Each bargaining unit employee or designated representative who has been so authorized in writing by the bargaining unit employee, shall, upon request, be permitted to review any document appearing in the OPF or SWF. Bargaining unit employees will be provided copies of documents if so requested.

13-3. SUPERVISOR WORK FOLDERS: Bargaining unit employee SWFs will normally be maintained by the immediate Employer supervisor in a secured location. The following documents will be maintained in the SWFs:

A. NGB Form 904-1: When any entries are to be recorded on the 904-1, the Employer supervisor shall advise the bargaining unit employee and date entries made on the 904-1. The bargaining unit employee will initial the posted entry on the 904-1. Initials are not an admission or concurrence, but only an acknowledgment of the entry. Attachments to the 904-1 are permissible if referenced on the 904-1 and removed if the corresponding 904-1 entry is removed. Each page of any attachment will also be initialed by the employee. All entries or attachments will be legible. During a change in Employer supervisors/work centers, the bargaining unit employee's 904-1 will be reviewed and may be purged at the discretion of the Employer.

B. Other Documents: Relevant training documents, Performance Improvement Plans, performance award submissions, and other similar documents that relate to performance, achievements, or personnel actions, should be placed in SWFs to assist the Employer in managing employee training, performance, behavior, and career progress.

ARTICLE 14 - EQUAL EMPLOYMENT OPPORTUNITY (EEO) PROGRAM

14-1. EEO COUNSELOR LISTS: Upon request, the Employer agrees to supply the Labor Organization with a list of the EEO counselors, who administer the Federal Technician EEO program.

14-2. EEO TRAINING: The Employer agrees to give Labor Organization representatives an opportunity to attend EEO training when such training is held at the facility at which the particular Labor Organization representative is assigned. The purpose of this training is intended to have Employer and Labor Organization representatives become familiar with EEO regulatory requirements, and to help all Labor Organization representatives to recognize and direct EEO complaints to the proper channels.

14-3. EEO ADDITIONAL INFORMATION: For additional information on the EEO process, refer to NGR 600-22/ANGI 36-3. Other additional resources can be found at <http://www.deomi.org/EOAdvisorToolkit/armynationalguard.cfm>.

14-4. EEO POC INFORMATION: For EEO POC information, refer to the EEO handout provided during the New Employee Orientation process.

ARTICLE 15 - MERIT PLACEMENT PLAN

15-1. PURPOSE: This article establishes procedures and provides information for the Merit Placement Plan (MPP) covering all excepted and competitive bargaining unit technician positions in the WNG. This plan will be used for filling bargaining unit technician positions in the excepted and competitive service through initial appointment, promotion, reassignment, reinstatement, re-promotion, and transfer.

15-2. POLICY:

A. General Policy: It is the policy of the WNG that the best qualified applicants fill bargaining unit technician positions, and that they have an opportunity to develop and advance to their full potential. Technician vacancies will be filled on the basis of merit, job related factors, and mission requirements. For purposes of this plan, requirements of military membership are job-related qualifying factors for positions in the excepted service.

B. Discrimination Forbidden: Actions under this plan will be made without discrimination, totally or in part, for reasons such as race, color, national origin, religion, sex, marital status, political affiliation, membership or non-membership in a labor organization, age, non-disqualifying physical handicaps, or current employment with the WNG.

C. Pre-selection Forbidden: All placements and promotions for bargaining unit technician positions will result from the competitive process detailed in this article, with the exceptions identified in Art. 15-6. Employer officials will refrain from acts and language which may give the appearance or perception that pre-selection is encouraged, condoned, or practiced. Personnel subject to this Agreement should not spread rumors of pre-selection. Any evidence of pre-selection should be brought forward through appropriate channels.

D. Training: The Labor Organization will have up to one-hour annually to train bargaining unit employees concerning merit placement, along with Weingarten rights.

15-3. MANAGEMENT'S RIGHTS: It is essential to the accomplishment of the mission of the WNG that technician positions be filled with the best qualified individuals available, from any appropriate source most likely to best meet the mission objectives of the WNG per Art. 1-10.B.2 and 3.

15-4. OBJECTIVES:

A. To present for the Employer's consideration, qualified applicants.

B. To give bargaining unit technicians an opportunity to receive fair and appropriate consideration for higher level jobs.

C. To provide an incentive for technicians to improve their performance and develop skills, knowledge, and abilities.

- D. To provide attractive career opportunities for technicians.

15-5. TECHNICIAN RESPONSIBILITIES: Technicians are responsible for familiarizing themselves with the provisions of this article, pursuing developmental opportunities in preparing to assume higher level duties, ensuring applications contain accurate, current, and complete information concerning qualifications and self-development activities, arranging for others to submit applications for vacancies when the technician is temporarily absent from his/her job, and ensuring that applications are accurate and complete in relation to the present duties being accomplished and the position for which they are applying.

15-6. EXCEPTIONS TO COMPETITIVE PROCEDURES:

- A. Placement of over-graded technicians entitled to grade retention as a result of reduction in force (RIF) reclassification or management-directed change-to-lower-grade.
- B. Promotion when competition was held earlier (e.g. a position advertised with known promotion potential)
- C. Re-promotion to a grade, intervening grade, or position from which a technician was demoted without personal cause and not at the individual's request.
- D. Promotion resulting from a technician's position being reclassified at a higher grade because of additional duties and responsibilities.
- E. Position change to a position having the same grade IAW TPR 715 or by lateral reassignment, either by direction of the Employer, or at the request of the employee. Employees considered for lateral reassignment must meet the qualification requirements of the new position.
- F. Temporary promotion of 120 days or less.
- G. Detail to a higher graded position or a position with known promotion potential for 70 days or less.
- H. Temporary promotions and details to higher grade positions for up to 179 days as a result of closing activities or a major reduction in force (RIF). This exception may only be used within two years of the effective date of the RIF or closure.
- I. Selection of a former technician from the Priority Placement List for a position at the same or lower grade than the one last held.
- J. Exercise by a technician of restoration rights, in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA), following no more than 5 years of continuous active military duty, and the individual is restored to a position (the same or like job), when the record shows that the individual was selected in accordance with this restoration.

K. Temporary appointments with a Not To Exceed (NTE) date of twenty continuous pay periods.

L. Position change required by RIF action.

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

N. Promotion due to issuance of new classification standards (without significant change in duties and responsibilities), or the correction of a classification error.

15-7. TENURE STATUS:

A. Permanent: An appointment which does not have a NTE date and for which tenure is not subject to release due to another employee invoking their restoration rights. Permanent authorizations may not cross service boundaries or funding categories.

B. Indefinite: Indefinite appointments arise when the need for an individual normally will exceed one year or more or when funding for the position may not continue into the future. If the permanent employee invokes their restoration rights to the position, or at the agency's discretion, the indefinite employee may be released with proper notification. Should the indefinite position subsequently be converted to permanent status, the incumbent may be converted without further competition because the technician received the indefinite appointment through the competitive process.

C. Temporary: An appointment with a NTE date. Temporary appointments with a NTE date of twenty continuous pay periods do not need to be filled competitively. Temporary appointments over twenty continuous pay periods shall be filled competitively.

15-8. VACANCY ANNOUNCEMENTS: As a minimum, the vacancy announcement will contain the following information:

A. Title, series, grade, and salary range of the position;

B. Type of appointment - competitive or excepted;

C. Military Grade requirement and military technician compatibility criteria, if applicable;

D. Military requirements - applicant does not have to be assigned to the position or possess the AFSC/MOS to apply or be considered for selection;

E. Tenure status of the position - Permanent, Indefinite, or Temporary;

F. Summary of duties and minimum qualification, general and specialized experience requirements;

- G. Organization and geographical location of the position;
- H. Information regarding known promotion potential, if any;
- I. Opening and closing dates;
- J. Equal Employment Opportunity (EEO) statement;
- K. Selective Placement Factors (SPFs) to include knowledge, skills, and abilities factors by which applicants will be rated for the position;
- L. Conditions of employment, to include applicable required developmental training, and whether trainees will be accepted;
- M. Instructions on how to apply;
- N. Areas of consideration as referred to in Art. 15-10;
- O. SF 181 (Race and National Origin Identification) (This form is voluntary);
- P. Medical standards, physical requirements, and/or requirement for periodic physical evaluation, when appropriate;
- Q. Permanent Change of Station (PCS) information, if applicable; and
- R. Required security clearance, if applicable.

15-9. VACANCY POSTING:

A. Posting: Vacancy announcements will be posted electronically, via-email, to all bargaining unit employees, and in hardcopy form in a central location, at each of the major work facilities. An electronic copy will be forwarded to the Chapter Presidents.

B. Posting Duration: Vacancy announcements will be posted for a minimum of fifteen (15) calendar days.

C. Corrections: If a vacancy announcement is found to be in error, it should be amended as a corrected copy and republished or rescinded. If necessary, the closing date may be extended.

D. Extension Requests: The Labor Organization may request that the vacancy announcement be extended.

E. USA Jobs/Staffing: Nothing in this Agreement precludes the use of USA Jobs/Staffing for posting vacancy announcements. The parties agree at the time of signing, the WNG use of USA Jobs/Staffing is not mature. The parties agree to an interim period of

evaluation of USA Jobs/Staffing where both the current system and USA Jobs/Staffing postings will be in effect. When appropriate, HR Office Employer officials and the Labor Organization Chapter Presidents or their designees may negotiate changes to Art. 15 if required to implement full use of USA Jobs/Staffing, without the requirement of any other amendment provisions.

15-10. AREAS OF CONSIDERATION: The areas of consideration are as follows:

A. Area 1 – In-service Excepted (dual status technicians): All permanent WNG excepted and competitive bargaining unit civil service technicians and those with excepted technician reemployment rights to the WA-ARNG and/or WA-ANG.

B. Area 2 – In-service Competitive (non-dual status technicians): All presently employed permanent competitive technicians and those with competitive technician reemployment rights to the WA-ARNG and/or WA-ANG.

C. Area 3 – In-state Excepted (dual status technician positions): All participating members of the WA-ARNG and/or WA-ANG.

D. Area 4 – Nationwide Excepted (dual status technician positions): Anyone eligible for immediate enlistment and/or commissioning in the WA-ARNG and/or WA-ANG.

E. Area 5 – Nationwide Competitive: Anyone eligible for Federal employment in the competitive service, including in-service technicians who are not covered by in the bargaining unit, and indefinite employees.

15-11. APPLICATION PROCEDURES: The application package is the documentation by which an individual's qualifications for a position is determined. To be properly considered, it must reflect the applicant's relevant employment data, to include military duty assignments, qualifications, and training. Applicants must provide a written explanation of how their experience and background meets the general and specialized experience and qualifications specified in the Selective Placement Factors (SPFs). Response to the SPFs is critical to the evaluative process. Complete and accurate data is essential to ensure fair evaluation of candidates. It is the applicant's responsibility to ensure the data is provided, accurate, and complete.

A. Receipt: Applicants must ensure that the application reaches the HRO, or the HRO designee, no later than the date and time specified in the vacancy announcement.

B. Proxy: Individuals whose absence precludes them from personally applying for a vacancy may have another person (examples: spouse, friend, supervisor, Union) submit an application on their behalf, as long as it can be verified that the applicant has reviewed the information in the application for accuracy and accepts responsibility for the information provided. Ultimately, it is the responsibility of the applicant to ensure information is correct, and the applicant will be held responsible for any misinformation.

C. Application Format: Individuals may submit any form of application that meets the criteria listed on the vacancy announcement. A separate application must be submitted for each position for which an individual applies.

D. Initial Consideration: The HRO or the HRO designee will determine whether applications were received on or before the closing date.

E. Forwarding of Vacancy Announcements: Technicians scheduled for TDY may notify the HRO Representative in writing of their temporary address and request vacancy announcements be forwarded to them with appropriate application forms.

15-12. SELECTIVE PLACEMENT FACTOR (SPF) REVIEW AND DETERMINATION:

A. SPF Review: SPFs should be based upon the knowledge, skills, and abilities (KSAs), and the personal characteristics that are necessary to successful performance in the position to be filled. The KSAs (minimum of three, maximum of eight) are based upon the critical elements in the position's PD. SPFs based on personal characteristics must be reasonable, necessary for the position, non-discriminatory, and don't give the appearance of pre-selection; such SPFs must have written justification and become part of the merit placement record.

B. SPF Determination: The HR Office will review the Selecting Official's SPF recommendations, to ensure compliance with the preceding Art. 15-12.A. The HR Office will then determine the SPFs to be used for the vacancy announcement, making modifications, additions, or deletions, as necessary or appropriate.

15-13. EVALUATING APPLICATIONS: The HR Office will evaluate applications to determine completeness. Incomplete applications will be returned to the applicant without action. After the closing date, the HR Office will review each application package to determine if the application meets the eligibility requirements specified in the vacancy announcement. An applicant must meet all basic eligibility requirements, general and specialized experience requirements, conditions of employment, and any other requirements specified in the vacancy announcement to be an eligible candidate for the position. Those applicants who do not meet all conditions of employment will be considered ineligible. Ineligible applicants will be notified as to what eligibility criteria is lacking in their application package. The HR Office makes these determinations based solely upon the information provided in the application. Subject Matter Experts (SMEs) or rating panels may participate in this process when deemed necessary by the HR Office. The selecting official should not be the participating SME.

15-14. EVALUATING AND RANKING APPLICANTS FOR COMPETITIVE CIVIL SERVICE POSITIONS (Non-dual Status): This section of the article applies to the evaluation and ranking of applicants for positions in the WNG competitive service.

A. All candidates' applications meeting basic eligibility for placement from within the area of consideration will be presented for evaluation by the rating panel.

B. The rating panel shall establish and shall evaluate and rank candidates according to standards that comply with 5 CFR Ch. I, Part 300, §§300.101-300, and any changes thereto.

15-15. REFERRAL OF CANDIDATES: The HR Office will forward the bargaining unit in-service selection certificate to the selecting official before other certificates are forwarded. After interviewing all the bargaining unit in-service candidates, the selecting official may request the selection certificate with all other applicants.

15-16. SELECTING OFFICIALS' ACTIONS: Selecting officials have the right to select or not select any of the candidates referred to them. The selecting official will proceed as follows:

A. Conduct Interviews: Provide a fair and impartial interview of each eligible candidate listed on the selection certificate. This provides another means of evaluating and comparing and gives eligible candidates a chance to discuss the position and their qualifications. This will be accomplished either by the selecting official, or by an interview panel of at least three impartial members. If a panel is used, the selecting official must be a member of the panel. The selecting official will consider the input of the panel when making his/her decision. If personal interviews are not possible, telephone interviews may be conducted.

B. Consider Relevant Factors: In addition to the candidate's performance in the interview, the selecting official should consider the following when evaluating candidates and making a selection. The selecting official is not prohibited from considering other information or analyses regarding the qualifications of these applicants, provided consideration of the other information or analyses is consistent with law, rule, and regulation.

1. Length of Service and Experience: Relevant when there is a clear relationship with the quality of expected performance and experience.

2. Education: Relevant when it is job-related or provides evidence of learning ability necessary to the position being filled.

3. Self-developmental Training: Relevant when it is job-related or provides evidence of learning ability necessary to the position being filled.

4. Volunteer Activities: Relevant when these have increased the candidate's potential for effective performance in the position being filled.

5. Awards: Relevant when these demonstrate planning ability, initiative, and resourcefulness as they relate to the requirements of the position.

6. Information from Previous Supervisors: Relevant as it relates to past performance and conduct.

7. Military Criteria: Consider such items as military grade, compatibility, assignment, and force management.

8. Response to SPFs: Relevant when these address the critical elements of the position and the personal qualities necessary to be successful in the position.

C. Make a Selection Recommendation: Make a selection recommendation and return the selection certificate, with all original enclosures through normal channels to the HR Office within 45 days of receipt of the selection certificate. Approval by all applicable senior supervisors is required before the HR Office will accept the recommendation. It is highly recommended that the selecting official keep a ranked list of their candidates (maximum of three) in the event that the selected applicant later refuses the position.

15-17. THE HR OFFICE'S ACTIONS:

A. Make Notification: Notify the selecting official that they may notify the candidates of selection/non-selection. Notify the supervisor of the selected candidate (if applicable) of the selection or non-selection.

B. Arrange Release/Hire Date: The selecting official will coordinate with the candidate and supervisor (if applicable) to suggest a release/hire date; however, the HR Office will determine the actual release/hire date.

C. Create a Promotion/Placement Record: A record of the actions taken will be maintained by the HR Office for a minimum of two years. If a selected applicant enters continuous active military duty, that individual's records will be maintained for five years from the time the applicant enters active military duty. If a grievance or other action is pending, records will be maintained until resolution. The record should consist of (at a minimum) the following:

1. Copy of the vacancy announcement;
2. Listing of all applicants;
3. Individual application packets (including a copy of the selected candidate's application packet);
4. Forms used by the HR Office and/or SMEs or rating panel in the evaluation process, as described in Art. 15-13;
5. Selection certificate with the recommendation of the selecting official;
6. Approvals and endorsements by the supervisory chain; and
7. Any other record or document necessary to reconstruct the action.

15-18. PRIVACY PROTECTION: Information relating to individual placement action or to an applicant will not be discussed with or shown to unauthorized individuals. Employer officials and personnel specialists participating in merit placement actions will not disclose information concerning the action or any of the applicants to persons not involved in the placement action or who otherwise do not have a need to know.

15-19. GRIEVANCES AND COMPLAINTS:

A. Grievances: A bargaining unit employee who believes that proper procedures were not followed in a placement action for which they were an applicant may file a grievance. A grievance will not be considered when it is based solely on non-selection. The Employer, upon request of the Labor Organization, shall provide the Labor Organization chapter president/designee the opportunity to review the placement/ promotion records utilized in a placement action, in accordance with established grievance procedures, law, rule, or regulation. Interviewee's personally identifiable information will be redacted upon the interviewee's request.

B. Discrimination Complaints: Allegations of discrimination because of race, color, religion, sex, age, handicapped condition, or national origin made during any phase of the selection process will be directed to the Equal Employment Manager (EEM) and considered under the WNG Equal Employment Opportunity Program, or other applicable procedures.

C. Other: Other complaints made by non-bargaining unit applicants, or inquiries, should be directed to the HR Office. All such inquiries will be considered, and every effort made to resolve such complaints.

ARTICLE 16 - EMPLOYEE DEVELOPMENT AND TRAINING

16-1. GENERAL: The parties agree that while the Employer has a quality, competent bargaining unit employee work force, training and bargaining unit employee development are essential to workforce efficiency. The Employer agrees to recognize the merit of, need and provision for the aforementioned.

16-2. DOCUMENTATION OF FORMAL TRAINING: The Employer agrees to document training in the bargaining unit employee's supervisor work folder (SWF) IAW Art. 13-3.B.

16-3. TRAINING OPPORTUNITIES: Each bargaining unit employee shall receive fair and equitable consideration to participate in training consistent with his/her qualifications and work experience, course requirements, and the needs of the Employer. Training, in which the bargaining unit employee desires to participate which will increase his/her competence and usefulness to the government, shall be considered by the Employer.

16-4. MILITARY SCHOOLS:

A. Bargaining unit employees would not normally be required to attend military service schools in technician status. To the extent practicable, bargaining unit employees will be advised of a school's requirements.

B. Bargaining unit employees will be expected to perform duties expected of any civilian class member.

ARTICLE 17 - POSITION DESCRIPTION AND DETAILS

17-1. POSITION DESCRIPTION: It is recognized by the parties that position descriptions are established for the purpose of determining the title, series and grade of positions and to describe major duties and responsibilities. When a new or revised Position Description (PD) is implemented, the HRO will provide the Labor Organization and the affected bargaining unit employee(s) with a copy. Bargaining unit employees may appeal their title, series and grade IAW applicable regulations (CFR and TPR). Bargaining unit employees may obtain information relative to classification appeals and regulatory procedures from the HR Office.

17-2. OTHER DUTIES AS ASSIGNED: The Employer agrees that when such terms as "other duties as assigned" are used in bargaining unit employees' position descriptions, these terms are reasonably related to the duties of the positions but are also incidental as to not be controlling of the positions' series and grade. If additional duties are assigned on a routine basis, the PD should be amended to include such duties. When a bargaining unit employee believes that the other duties and responsibilities performed are significantly different from the position description, the bargaining unit employee may request through the Employer a review of the position description for title, series, and grade. If an employee is assigned a duty they are unfamiliar with, necessary training should be provided as soon as practicable.

17-3. ADDITIONAL DUTIES: It is acknowledged that there are additional duties determined by mission requirements and vacancies. The Employer will request volunteers for additional duties, but absent volunteers, as practicable, the Employer may distribute additional duties among the full-time workforce as necessary on a fair and equitable basis.

17-4. DETAILS: Details will be accomplished as required for mission requirements. A detail is an official personnel action temporarily assigning a bargaining unit employee to a different established position for a specified period of time, with the bargaining unit employee returning to the original position at the conclusion of the detail per regulation. Details are intended to meet temporary workload situations.

17-5. DETAIL PROCEDURES:

A. Details of bargaining unit employees are at the discretion of the Employer, but should be limited to the extent necessary to accomplish the mission. The Employer will determine qualifications of prospective personnel to be detailed.

B. Of those personnel, volunteers for details will be considered before non-volunteers are assigned. Selection of qualified non-volunteers over qualified volunteers will be made only for mission-related reasons.

C. When an inadequate number of bargaining unit employees volunteer for a detail, the Employer agrees to consider rotating assignments among the qualified individuals.

D. When practicable, the Employer will attempt to fill bargaining unit employee position vacancies that may impact bargaining unit members, rather than using details.

E. Official details will be recorded on an SF Form 50 at the time the action occurs.

F. SF 50 information relative to details will be permanently recorded on the bargaining unit employee's NGB Form 904-1.

17-6. TEMPORARY PROMOTIONS: Temporary promotions will be made in accordance with the Employer Merit Placement Plan, or the merit placement procedures contained within this Agreement, as applicable. If a temporary promotion of more than one hundred and twenty (120) days is made, it must be made under merit promotion procedures. All temporary promotions will be executed by using the appropriate form(s) and will be compensated according to law and regulations. Temporary promotions of 120 days or less will be offered impartially.

17-7. ESSENTIAL PERSONNEL: When recurring or reasonably predictable events are forecasted (e.g. winter weather, spring floods, government shutdown, or other events of state or local impact), which may result in requirements for limitation to "Essential Personnel Only" to report for work, each Labor Organization's Chapter President or designee may request meetings between Labor Organization representatives at the appropriate local level and Employer officials. The Adjutant General (TAG) or at TAG's discretion, the Assistant Adjutant Generals (ATAGs) or lower ranking supervisors may designate or authorize local management (Employer) officials to determine, with consideration of Labor Organization suggestions, lists of appropriate essential and non-essential personnel. Lists are predictive only, and events at the time of occurrence of the forecasted event will control the ultimate determination.

ARTICLE 18 - PERFORMANCE APPRAISAL SYSTEM

18-1. GENERAL: This article and WNG HRR 430 dated 15 September 2002 establishes the Performance Appraisal System for WNG bargaining unit employees and is consistent with the requirements of the Civil Service Reform Act of 1978 and Title 5, Ch. I, Part 430, Code of Federal Regulations.

18-2. DEFINITIONS:

A. Appraisal: The continuing process by which the bargaining unit employee is kept informed of how his/her performance compares against established performance standards which results in a final Rating of Record at the end of the appraisal period.

B. Appraisal Period: The period of time, normally one year, but not less than 120 days, for which the bargaining unit employee's performance will be appraised.

1. Annual Appraisal Period: Close-out will be the last day of the bargaining unit employees' birth month. The annual performance appraisal will be rendered within thirty (30) days of the close-out.

2. Close-out Appraisal: Required when the appraiser changes after 120 days or more of supervision has occurred and/or when an incumbent leaves a position after performing the duties for a period of 120 days or more.

C. Appraiser: The individual most responsible for the bargaining unit employee's performance appraisal, for establishing performance standards, for counseling the bargaining unit employee on the critical elements of the job, and for appraising the bargaining unit employee based on pre-established mutually understood performance standards normally the bargaining unit employee's immediate Employer supervisor.

D. Approving Official: An Employer supervisor in the bargaining unit employee's supervisory chain who is at a higher level than the reviewer.

E. Critical Elements: Bargaining unit employee performance plans may contain any combination of critical, non-critical, and additional elements reasonably related to the job and related performance standards. However, each performance plan shall have at least one critical element that addresses individual performance.

F. Element Rating: The Employer has adopted a performance evaluation system comprised of three rating level. So long as the WNG continues to use a three-tier rating system, the ratings as defined below will be used to determine the overall rating of record score.

1. Unacceptable: A bargaining unit employee who falls below the fully acceptable standard. For any critical element rated unacceptable, written documentation is required.

2. Fully Successful: An employee who meets the level of performance established by the fully successful standard. Meets or exceeds expectations in all elements as established by the fully acceptable standard. No written justification is required.

3. Outstanding: An employee who meets all manners of performance established at the fully acceptable and outstanding standards. Must be fully documented to substantiate performance that clearly exceeds the Fully Successful level.

G. Employee Performance File (EPF): A file maintained by the HR Office containing performance related documents and serves as an official historical record of performance. This file is consolidated with the bargaining unit employee's OPF when the bargaining unit employee separates or transfers to another agency.

H. Official Personnel Folder (OPF): A folder maintained in the HR Office on each bargaining unit employee as required by Title 5, Ch. I, Part 293 of the Code Of Federal Regulations. Folders contain personnel actions identified in Title 5, Part III, Subpart A, Ch. 29, Subch. 2, §2951 of U.S.C..

I. Performance Standard: A description of the minimum level of achievement for determining fully successful performance concerning the duties and responsibilities of the position.

J. Rating of Record: The rating assigned at the end of the appraisal period that describes the overall performance.

K. Reviewer: An individual in the bargaining unit employee's supervisory chain who is the appraiser's immediate Employer supervisor.

L. Supervisor's Work Folder (SWF): A file maintained by the first level Employer supervisor that contains documents to assist in tracking performance, recording recognition, achievement, training, and for annotating conduct deficiencies in the work place in need of correction. This file contains the NGB 904-1 and contains historical and current information on a bargaining unit employee regarding personnel actions.

M. Trial/Probationary Period: A bargaining unit employee's first twelve (12) months of employment.

N. Trial/Probationary Appraisal: The appraisal rendered on new bargaining unit employees not earlier than the 5th month and not later than the 10th month of employment. This evaluation is not considered a Rating of Record. Its purpose is to evaluate work performance to determine if a bargaining unit employee should be retained or released from service.

18-3. REQUIREMENTS:

A. Standards/Critical Elements: Written performance standards and critical elements will be established by the Employer for each supported position.

B. Employee Input to Standards/Critical Elements: Bargaining unit employees will provide input into the development of performance standards and critical elements.

C. Updates/Changes to Standards/Critical Elements: Bargaining unit employees will be consulted upon any element or standard update of requirements which reflect significant changes in a position that occurs during the appraisal period. A complete copy of the performance standard form will be given to the bargaining unit employee at the beginning of the appraisal period, and as changes occur. A copy of the performance standards will be furnished to the HRO upon establishment.

D. Disagreements over Standards/Critical Elements: Every effort will be made to resolve performance standard disagreements through discussion as follows:

1. First, with the Appraiser;
2. If not resolved with the Appraiser, then with the Reviewer;
3. If not resolved with the Reviewer, then with the Approving Official; and
4. If not resolved with the Approving Official, then through a formal grievance to determine if standards are in violation of law, rule, regulation or the provisions of this article.

E. Performance Counseling: Bargaining unit employees will be kept informed as to how they are performing with regard to the established standard for their position. Bargaining unit employees, who are performing at the fully successful or outstanding levels of performance will be counseled at least semi-annually as to their progress. Bargaining unit employees performing below the fully successful level will be counseled as necessary to give the employee an opportunity to improve their performance. During counseling sessions, any training, specialized needs or a Performance Improvement Plan (PIP) should be initiated as required. All counseling sessions will be documented and initialed on the NGB 904-1. The bargaining unit employee will be provided a copy of any counseling which involves performance below the fully acceptable level.

F. Performance Appraisal Results: Results of performance appraisals will be used as the basis for awarding within grade step increases, promotions, or determining incentive awards. Results of performance appraisals are also used to determine the need for training, reassigning, reducing in grade or removing bargaining unit employees as a result of unacceptable performance.

G. No Quotas: No predetermined statistical distribution will be used that would prevent a fair appraisal based on established performance standards.

18-4. RESPONSIBILITIES:

A. The Adjutant General: The Adjutant General is responsible for:

1. Establishing responsibilities within the WNG for proper administration and operation of the appraisal system.
2. Ensuring that all managers and Employer supervisors are adequately trained in all aspects of the Rating of Record procedures.
3. Ensuring that Rating of Records do not conform to any predetermined statistical distribution or other arbitrary control that would prevent a fair evaluation of a bargaining unit employee's performance.
4. Ensuring that written performance standards are established for all bargaining unit employee positions encumbered by permanent, indefinite, and temporary bargaining unit employees hired for one or more years.

B. The HR Office: The HR Office is responsible for:

1. Administering the appraisal system within the WNG.
2. Providing advice and assistance to Employer supervisors and managers during the appraisal process.
3. Developing and conducting training necessary to ensure that all individuals involved in the appraisal process are adequately trained.
4. Notifying Employer supervisors and managers of the close, interim, and overdue dates for Rating of Records.
5. Reviewing completed appraisals for timeliness, completeness, and conformance with the requirements of this system.
6. Designating an HR Office staff member (excluding clerical staff) to be responsible for the appraisal system.

7. Maintaining necessary records, evaluating the effectiveness of the program and bringing to the attention of The Adjutant General those areas in need of refinement or improvement.

8. Ensuring that necessary personnel actions or decisions based on performance evaluation are implemented.

C. Employer supervisors (Appraisers): Employer supervisors (Appraisers) will:

1. Establish written performance standards and critical elements for each bargaining unit employee. Performance standards will be written for fully successful and outstanding. A copy of the established standards and critical elements will be provided to the bargaining unit employee and the HR Office within 30 workdays of the assignment to the position.

2. Personally inform bargaining unit employees of the performance required to achieve a fully successful and/or outstanding performance rating.

3. Provide bargaining unit employees with counseling as necessary, but not less than semi-annually, on how their performance relates to the critical elements. Counseling will be conducted quarterly if requested by bargaining unit employees. Counseling will be documented on NGB 904-1 and initialed by both the bargaining unit employee and the appraiser.

4. Give guidance and assistance to each bargaining unit employee, as necessary, on how performance can be improved.

5. Assign an overall Rating of Record in accordance with established standards.

6. Coordinate the annual Rating of Record with the Reviewer and Approving Official prior to discussion with the bargaining unit employee.

7. Forward completed Rating of Record to the HR Office to arrive NLT 60 days after the close-out of the appraisal period.

D. Reviewers: Reviewers will:

1. Participate with subordinate Employer supervisors and bargaining unit employees to resolve any disagreements over critical elements, performance standards, or the bargaining unit employees' Rating of Records.

2. Review overall performance standards and appraisals.

3. Have the authority to non-concur with the Appraiser's rating and change the overall rating. However, justification for non-concurrence must be provided.

E. Approving Official: Approving Officials will:

1. Make a comprehensive review of all Ratings of Record at the end of the appraisal period, including the written appraisal and discussion with the appraiser and reviewing official, if necessary.
2. Review overall Ratings of Record to ensure these are accurate, fair, and complete.
3. Have the authority to non-concur with the Appraiser and Reviewer's rating and change the overall rating. However, justification for non-concurrence must be provided.
4. Approve or recommend personnel actions and decisions resulting from the Rating of Record in accordance with established procedures.

F. Bargaining unit employees: Bargaining unit employees are responsible for:

1. Providing input into the development of performance standards and critical elements.
2. Advising their Employer supervisor of the need, if necessary, to revise performance standards and critical elements during the appraisal period.
3. Requesting clarification of any element of the job or performance standards not clearly understood.
4. Identifying work problems and cooperating with the Employer supervisor in resolving any problems, advising the Employer supervisor on special factors and circumstances that should be considered in the appraisal process and discussing objectives for improving job performance.
5. Participating actively with the Employer supervisor during the discussion of performance throughout the appraisal period.

18-5. PERSONNEL DECISIONS AND ACTIONS BASED ON PERFORMANCE:

A. General: Appropriate consideration must be given to the bargaining unit employee's Rating of Record, when making certain personnel decisions. At the end of the appraisal period (or at any time during the appraisal period), the appraiser will make recommendations involving personnel actions or decisions listed in B through F below. The recommendations are subject to review by the next higher level Employer supervisor and the approving official.

B. Within-Grade and Step Increases: To be eligible for a within-grade increase (for GS personnel) or a step increase (for FWS personnel), overall performance must be at the fully acceptable level of performance or higher.

C. Rewards: Based on a level of performance, bargaining unit employees may be recommended for monetary or honorary awards in accordance with the WNG's Incentive Awards Program.

D. Promotions: Promotions are generally based upon merit, wherein the best qualified and best suited individual is selected through competitive process to fill an open vacancy; however, a promotion may also occur based upon the results of a desk audit or NGB upgrade of a position wherein the incumbent is qualified and performing at the next higher level.

E. Training: The performance evaluation process, including counseling sessions, between the Employer supervisor and the bargaining unit employee may result in identification of specific training needs. Recommendations for training should not be limited to less than fully acceptable bargaining unit employees. Recommended training may be remedial or developmental in nature to help any bargaining unit employee achieve a higher level of job performance and proficiency.

F. Trial/Probationary Period Completion: Information gained during the appraisal process will provide the necessary information to assist the Employer supervisor in deciding whether or not to retain a bargaining unit employee beyond the trial probationary period. A decision to terminate a bargaining unit employee during this period may be made at any time.

G. Reassignments, Reduction in grade, or Removal:

H. Reduction in Force (RIF): See Art. 19.

I. Actions based on an Unacceptable Performance:

1. Counseling/Performance Improvement Plan (PIP): Bargaining unit employees will be counseled regarding the critical elements and expected performance standards for their position and will be informed when their performance is unacceptable in any element of their job. Bargaining unit employees will be assisted in improving areas of unacceptable performance by counseling, increased Employer supervisory assistance, additional training, mentoring, or entering into a PIP. If after a bargaining unit employee is placed in a PIP, and the bargaining unit employee's performance in any critical element continues to be unacceptable despite the effort of the Employer to improve performance, the bargaining unit employee may be reassigned, reduced in grade (demoted), or removed from employment. Before initiating an action to reassign, reduce in grade (demote) or remove from employment based on unacceptable performance, the bargaining unit employee will be placed in a closely supervised PIP. The PIP will normally be for a period not less than thirty (30) days but not more than ninety (90) days. It will consist of the Employer supervisor identifying in writing the performance deficiencies of the bargaining unit employee and what steps are needed to correct these. The PIP will also outline what additional training or assistance will be afforded the bargaining unit employee to assist him/her in improving job performance to the fully acceptable level or better. The bargaining unit employee will also be put on notice that failure to bring performance to the fully acceptable level during the PIP period could result in reassignment, reduction in grade (demote), or removal.

2. Time Periods and Advance Notice Requirements: An action to reassign, reduce in grade (demote), or remove from employment may be initiated any time by the bargaining unit employee's immediate Employer supervisor, if the bargaining unit employee's performance continues to be unacceptable in one or more critical elements. The Employer supervisor does not have to wait until the end of the appraisal period to initiate these actions. A bargaining unit employee against whom such an action is planned is entitled to a minimum of thirty (30) days advance written notice of the action to be taken (reassignment, reduction in grade or removal) which identifies the critical elements and unacceptable performance upon which the action is based. The advance written notice must have the concurrence of the reviewer and approving official. This advance notice is not a proposed notice. It is the final notice of the action to be taken because the bargaining unit employee would have already received adequate assistance and an opportunity to improve performance.

18-6. DISAGREEMENTS WITH PERFORMANCE APPRAISALS: Bargaining unit employees not agreeing with their performance appraisal may appeal their performance evaluation using the negotiated grievance process established within this contract.

18-7. RECORDS: When a performance-based action is taken against a bargaining unit employee, all relevant documentation will be placed in the SWF. This file is maintained by the Employer supervisor and will contain any records of counseling, the PIP, and documentation of deficiencies. This documentation will be maintained by the Employer supervisor for a period of one year, for situations other than removal, following any action based on performance.

18-8. APPRAISAL PROCESS:

A. Performance Planning: At the beginning of the appraisal period, each Employer supervisor will (with bargaining unit employee input) identify critical elements and performance standards. Although bargaining unit employees will participate in the process, final determination will be made by the immediate Employer supervisor with the concurrence of the reviewer, and, if necessary, the approving official. Critical elements and performance standards will be recorded. These will be updated to reflect significant changes in duties during the appraisal period.

1. Identification of Critical Elements: Identification of critical elements is accomplished through an analysis of duties and responsibilities of each bargaining unit employee's job. At a minimum, the official position description will be used. Critical elements will be identified.

2. Establishing Expected Performance Standards: After establishment of critical elements, develop expected performance standards. The standard will describe what a bargaining unit employee must do to be appraised at the fully successful and outstanding levels of performance. Performance standards need to be consistent with the bargaining unit employee's position description.

B. The Rating of Record: At the end, of the appraisal period, the Employer supervisor will review the bargaining unit employee's performance in relation to the established standards and assign an element rating for each individual element. The rating for each element will be determined by comparing observed performance with the stated manner of performance standards. All ratings must be approved by the reviewer and approving official. The reviewer and/or approving official may concur with the appraised element ratings and/or the overall Rating of Record or change the ratings. Ratings that are received by the HR Office will not be accepted until processed through the appropriate full-time channel, i.e., appraiser, reviewer, and approving official.

C. Trial/Probationary Period Appraisals and Removal: New bargaining unit employees are to be carefully observed and appraised during the trial/probationary period to determine whether they have the qualities needed for permanent Government service. Performance standards and critical elements for new employees will be presented to the employee NLT 30 business days of assignment. During this period, Employer supervisors shall provide specific training and assistance to improve the bargaining unit employee's work performance, if needed and practicable. For retention beyond the trial/probationary period, the bargaining unit employee's work performance must minimally be at a fully successful level. Probationary employees shall receive their first probationary appraisal NET than five (5) months and NLT ten (10) months in the position. Initiation of a removal action may be taken anytime during the trial/probationary period. When there is a decision to terminate an employee, who is serving a probationary or trial period, because the employee's work performance or conduct during this period fails to demonstrates the employee's fitness or qualifications for continued employment, there shall be notice to the employee in writing as to why the employee is being terminated and the effective date of the termination. A bargaining unit employee serving a trial/probationary period is not to be given an official performance appraisal (Rating of Record) until after completing the required 12 months of Federal service. After completing their 12 months of Federal service, the employee shall be given an official performance rating in accordance with the established performance period.

D. Rating of Record While on Detail: When a bargaining unit employee has been officially detailed to another position, whether with the same or a different Employer supervisor, for a period of 120 days or more, written performance standards and critical elements will be established for this position, and the bargaining unit employee's performance (while on detail) will be appraised.

E. Postponement of Annual Rating of Records: Annual Rating of Records may be postponed in circumstances when the immediate Employer supervisor has not had enough time to observe the bargaining unit employee's performance in the present assignment because:

1. The Employer supervisor or bargaining unit employee is newly assigned;
2. The bargaining unit employee has not been performing the regularly assigned work because of extended details or absences;
3. The performance or critical elements were changed during the appraisal period; or

4. The PIP extends beyond the annual appraisal period.

F. Records: Official performance records are available for review by the bargaining unit employee concerned. These include, but are not limited to, performance standards, appraisals, certifications in connection with within-grade or step increases, incentive award determinations, trial/probationary period certifications, and other related personnel Employer documents. Any documents that are used in support of a Rating of Record will be maintained by the Employer supervisor and kept in the SWF. During the processing phase of Rating of Records, only the individuals directly in the bargaining unit employee's supervisory chain and those with an official need to know in the performance of assigned duties will be permitted to review performance-related documents.

G. Evaluating the Effectiveness of the Appraisal System: The records and information outlined in paragraph F will be used to monitor the effectiveness of the appraisal system. The HRO is responsible for evaluating appraisal results to ensure that the system is in conformance with this article. Evaluations should include, but not be limited to:

1. Timeliness and completeness of appraisals;
2. Proper use of critical elements and performance standards;
3. Ensuring that appraisals are valid and not required to conform to any predetermined statistical distribution; and
4. Ensuring that recommended personnel actions are consistent with the overall Rating of Record assigned.

ARTICLE 19 - REDUCTION-IN-FORCE

19-1. GENERAL: The Adjutant General is responsible for implementing a reduction-in-force.

19-2. PROCEDURES: Procedures relating to reduction in force (RIF) will be governed by provisions of National Guard Bureau Regulation TPR 300(351), dated 22 November 1993, 5 CFR, Ch. I, Part 351 and Public Law 95-454. The Employer in recognizing the responsibility of the Labor Organization to represent the bargaining unit, agrees to negotiate appropriate arrangements for the bargaining unit adversely effected by the RIF implementation of this article.

19-3. DEFINITIONS/PROCESS:

A. Definitions:

1. Reduction In Force: Occurs when a bargaining unit employee is released from a competitive level by separation, change to lower grade, furlough for more than thirty (30) calendar days, or reassignment involving displacement of another bargaining unit employee, when lack of work or funds, reorganization, or the need to make a place for a person exercising re-employment or restoration rights.

2. Competitive Areas: The boundary within which bargaining unit employees compete for retention and receive placement offers. A competitive area may be defined in terms of organization and/or geographical location. It may be restricted to the commuting area or one organization or expanded to cover the entire state. The area may also include both ARNG and ANG or be restricted to one service. The competitive area should be identified during advance planning for the RIF.

3. Competitive Levels: A competitive level consists of all positions within a competitive area, which are in the same grade and are so alike in qualification requirements, duties, and responsibilities that the incumbents can be moved from one (1) position to another without undue interruption to the work program.

4. Tenure Groups: Bargaining unit employees are divided into three (3) Tenure Groups:

a. Group I: Bargaining unit employees under permanent appointment who are not serving on probation or trial periods.

b. Group II: Bargaining unit employees serving on probation or trial periods.

c. Group III: Bargaining unit employees who have been given indefinite appointments in the excepted service.

5. Retention Register: A list of competing bargaining unit employees within a competitive level grouped by Tenure Groups I, II, and III in descending order. Within each Tenure Group, bargaining unit employees are listed in order of their retention standing; those with the highest score will be listed first followed by those with lower scores.

B. Process:

1. Competitive Areas: At the time a RIF notification is received, impact bargaining will take place, to determine the portion of the bargaining unit affected.

2. Competitive Level: The position Classification Specialist, with assistance from the Personnel Staffing Specialist, will establish the competitive level of each position far in advance of the RIF. Separate competitive levels will be established as follows:

a. Employer supervisory positions will not be placed in the same competitive level as bargaining unit employees.

b. Non-bargaining unit employees will not compete with the bargaining unit employees for bargaining unit positions.

3. Retention Registers:

a. Bargaining unit employees are listed in descending order, within their competitive levels, starting with the bargaining unit employee with the most points. They shall be classified on a retention register on the basis of their tenure of employment, length of service, and performance in descending order as follows:

(1.) By Tenure Group I, Group II, Group III, and

(2.) Within each group by years of service as augmented by credit for performance beginning with the earliest service date (Service Computation Date):

(a.) A bargaining unit employee's entitlement to additional service credit for performance shall be based on the bargaining unit employee's three most recent annual performance ratings.

(b.) The additional service credit for bargaining unit employee's performance shall be expressed in additional years of service, and shall consist of the mathematical average of the bargaining unit employee's last three annual performance ratings of record computed on the following basis:

(1.) Twenty (20) additional years of service for each performance rating of outstanding,

(2.) Twelve (12) additional years of service for each performance rating of fully successful, and

(3.) No service credit for an unacceptable performance rating.

(c.) Tie-breaker will be the WNG Technician Service Computation Date.

4. Voluntary RIFs: Prior to issuing specific written notices, voluntary RIFs shall be sought among the bargaining unit within the competitive area to reduce the overall impact.

19-4. HRO RESPONSIBILITIES:

A. Establish Need: The first step is to notify the Labor Organization to explain the need for a reduction in force, upon request provide documents and correspondence relative to the RIF action and bargain on negotiable proposals. To alleviate anxiety and control rumors, the HR Office staff and managers should also conduct briefings, publish information about proposed changes, and distribute information about regulations and the location of where these may be reviewed.

B. General Notice: After impact and implementation bargaining with the Labor Organization, notification of the RIF to the workforce will be in the form of a posted written general notice as far in advance as possible. The general notice will contain as a minimum:

1. The established Competitive Area;
2. The established date all appraisals are to be/have been frozen;
3. The date personnel actions are frozen, i.e. reassignments, promotions, hiring, etc.;
4. Point of contact for counseling;
5. Established dates and times for appropriate briefings, etc.; and
6. Whether or not voluntary RIFs will be accepted.

C. Determine Vacancies: Screen the manning documents to determine which vacancies will be needed for placement action.

D. Develop Placement Plan: The parties agree to develop an aggressive placement program to include contact with other states, local federal agencies, local government and private employers.

E. Notify Labor Organization: The Employer agrees to notify the Labor Organization immediately upon receiving correspondence from higher authority concerning a possible RIF. This is necessary so that a general notice may be issued as soon as possible.

F. Individual Notification: A separate written notice will be given to each affected bargaining unit employee to be RIF'd at least sixty (60) days prior to the effective date of the action. This notice will state specific actions and known alternatives to be offered to the individual. Specific notices may run concurrent with a general notice.

ARTICLE 20 - TDY and TRAVEL

20-1. GENERAL: The Employer will determine what qualifications are needed for the TDY based on the mission requirements. Bargaining unit employees are responsible for responding to temporary duty assignments in the same manner as to duties at their permanent duty station. The Employer recognizes that TDY assignments may create hardships to employees and agrees to attempt to minimize any adverse impact on bargaining unit employees. Information on the assignment will be made known on a continuing basis to the affected bargaining unit employees, as it becomes available.

20-2. TEMPORARY LABOR ORGANIZATION REPRESENTATIVE

APPOINTMENTS: As soon as practical, a temporary labor representative, from among the TDY bargaining unit employees, may be appointed by the Labor Organization for the period of the TDY. The appointed representative will be the Labor Organization point of contact. The Labor Organization must provide the name of the temporary representative to the Employer in writing.

20-3. ASSIGNMENT OF QUALIFIED BARGAINING UNIT EMPLOYEES:

A. TDY Schedule Announcement: TDY Schedules will be announced at least fifteen (15) days in advance of required travel, if information on the TDY is available.

B. Short-notice/Emergency Situations: If a specific TDY, or an emergency situation, arises where the above timeline cannot be met, the information will be made available to the affected bargaining unit employee(s) as soon as possible.

C. Selection of Personnel for TDY: Sending bargaining unit employees TDY is at the discretion of the Employer, but should be limited to the extent necessary to accomplish the mission. The Employer will determine qualifications of prospective personnel for a given TDY. Of those personnel, volunteers for the TDY will be considered before non-volunteers are assigned. Selection of qualified non-volunteers over qualified volunteers will be made only for mission-related reasons.

20-4. STATUS: If the Employer makes the option of TDY status available, bargaining unit employees will be allowed to choose their TDY status.

20-5. MODE OF TRANSPORTATION: Bargaining unit employees will use the administratively authorized method of transportation on travel orders, which is most advantageous to the Government. Any additional cost or time resulting from use of a method of transportation other than specifically authorized, will be the bargaining unit employee's responsibility. Travel by privately owned conveyance may be authorized when bargaining unit employees are on official business. Travel by privately owned vehicles will not be directed but may be authorized at the Employer's discretion. When a bargaining unit employee uses a privately owned conveyance, as a matter of personal preference while traveling, reimbursement will be in accordance with applicable regulations and JTRs.

20-6. TRAVEL PER DIEM/VOUCHERS: Per diem for travel or temporary duty as a bargaining unit employee shall be paid at the allowable maximum rate in accordance with the JTR, Volume 2. The bargaining unit employee will submit a travel voucher to the appropriate finance office in all cases when travel is completed. The voucher should be submitted within five (5) workdays after completion of travel. The filing of travel vouchers and time spent obtaining per diem/travel arrangements, may be accomplished while on duty status. The employee's designated Defense Travel Administrator will provide advice/assistance to the bargaining unit employee, upon request, with such vouchers during normal duty hours.

20-7. WORK SCHEDULES: A proposed work schedule and schedule of events for the TDY will be posted a minimum of seven (7) days in advance, if the information is available. Bargaining unit employees' work schedules should reflect known work requirements of the TDY.

20-8. HOME STATION WORKLOAD: The Employer will monitor and consider augmenting the home station workforce, as required, to ensure that work is accomplished in a safe manner.

20-9. PRUDENCE IN TRAVEL/ORDERS:

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

B. The Employer is responsible to ensure that bargaining unit employees who are required to perform duties under this article will have appropriate orders prior to departure or as soon as practicable, except if prevented by situations identified in Art. 20-3.B.

ARTICLE 21 – ABSENCE AND LEAVE ADMINISTRATION

21-1. TPR 630 (27 August 2010) sets forth absence and leave administration provisions with exception of the following sub-articles.

21-2. TPR 630, Ch. 2 Annual Leave is replaced with:

A. Approval: Every effort will be made to honor bargaining unit employee leave requests. In situations where there are more bargaining unit employees requesting leave for a particular period than can be approved due to mission requirements, the bargaining unit employee(s) with the greatest amount of lead time will be given preference, then in case of a tie seniority will be used. Normally, the bargaining unit employee will be notified within one week as to the approval or disapproval of their leave requests.

B. Chargeable increments: Annual leave will be charged to a bargaining unit employee's account in fifteen (15) minute increments.

C. Extensions: Consistent with workload and mission requirements, attempts will be made to satisfy the desires of the bargaining unit employee with respect to granting leave extensions while in a leave status.

D. Cancellation: Should it become necessary to cancel previously approved leave because of workload and mission requirements, the individual(s) concerned will be notified in writing. Should it become necessary to cancel previously approved leave because of circumstances beyond the control of the Employer supervisor, the individual(s) concerned will be notified as soon as possible after the Employer supervisor becomes aware of the circumstances, and such leave will be rescheduled as soon as possible. The Employer will make every reasonable attempt to avoid canceling the bargaining unit employee's leave that would result in forfeiture of personal deposits associated with the leave.

E. Unscheduled Annual Leave: The bargaining unit employee will contact the Employer supervisor before the start of the shift. The Employer agrees to grant the request for unscheduled annual leave, if possible, with regard to mission requirements. In situations where the bargaining unit employee finds it impossible to contact the Employer supervisor, up to a two hour grace period may be granted with no disciplinary action, unless it is determined that there was not a legitimate basis for the unscheduled annual leave request. Should the bargaining unit employee not notify their appropriate Employer supervisor within the two-hour grace period, the individual may be recorded in a AWOL status, subject to a later change, if circumstances warrant. Voice mail, or other types of electronic messages (to include email), do not constitute notification to the Employer. The employee should make every effort to make actual voice contact with an Employer supervisor.

F. Carry-over: A maximum of 240 hours of accumulated leave may be carried forward to the new leave year without forfeiture. The employee may request that annual leave in excess of 240 hours also be carried over. Requests will be accomplished in accordance with regulations. Employee requests will be submitted through their Employer supervisor to HRO no later than 30 days prior to the end of the current leave year

G. Dispute Resolution: Bargaining unit employees who believe that their leave has been improperly administered may have the matter resolved under the grievance procedure established in this Agreement.

21-3. TPR 630, Ch. 4 Sick Leave is replaced with:

A. Eligibility: Bargaining unit employees, regardless of work schedule (full or part-time), are eligible to earn and are entitled to use sick leave. Sick leave will not be advanced for probationary employees. Unused sick leave accumulates without limit.

B. Granting Sick Leave: Sick leave is appropriate when any of the following circumstances cause absence. Employees must request sick leave within two hours after commencement of the employee's duty day. The minimum charge for sick leave will not be less than 15 minutes.

1. Medical, dental or optical examination or treatment.
2. Incapacitation for the performance of duties by physical or mental illness, injury, pregnancy, or child birth.
3. Care of a family member as a result of physical or mental illness.
4. To make arrangements necessitated by the death of a family member or attend the funeral of a family member. Family members include spouse, parent, children, to include adopted children, brothers and sisters and any individual related by blood or affinity whose close association with the employee is equivalent of a family relationship.
5. The presence of the employee would jeopardize the health of others by presence on the job by exposure to a communicable disease, or as determined by the health authorities having jurisdiction or by a health care provider.
6. Any activities relating to adoption of a child, including appointments with social workers, adoption agencies, travel, court proceedings etc.

C. Leave Abuse: If a supervisor identifies a pattern of sick leave usage which may be indicative of sick leave abuse, the supervisor will counsel the employee and may implement restrictions. Such restrictions will be documented on the NGB 904-1.

D. Advancement of Sick Leave: A maximum of 240 hours of sick leave may be advanced to a permanent technician with a medical emergency, for purposes related to the adoption of a child, for family care or bereavement purposes, or to care for a family member with a serious health condition. Sick leave may be advanced subject to the following conditions:

1. Request for advancement of sick leave will be supported by a medical certificate.
2. Available accumulated sick leave will be exhausted before advancement.
3. Annual leave that would otherwise be forfeited will be used.
4. There is reasonable assurance the technician will return to duty to earn and repay advanced credits.

21-4. TPR 630 Para. 11-1.c. is replaced with:

A. Work Performed on Holidays or Sundays: A technician who works on a holiday, as approved by their supervisor, may not earn compensatory time for the hours worked and will receive holiday premium pay. A technician who works on a Sunday falling outside their normal workdays, as approved by their supervisor, will earn compensatory time for the hours worked.

B. Callback: A technician who has left the workplace at the conclusion of a shift with no intent to return to the workplace and is called back to work outside the regular hours of a work shift is entitled to a minimum of two hours of compensatory time, or actual hours worked if in excess of two hours.

21-5. TPR 630 Para. 12-3.d. is replaced with: Physical Examinations:

Examinations are required as a condition of technician employment in the National Guard. Technicians will be excused, without charge to leave or loss of pay, for periodic, baseline, or annual physical examinations which are required service or component-wide, by the HRO or for safety. Administrative leave is also authorized for physical examinations required for military membership taken during regularly scheduled tour of duty hours. This will also apply for dental examinations required for military duty. Administrative leave shall be limited to four hours per examination.

ARTICLE 22 - HEALTH, SAFETY AND WELFARE

22-1. GENERAL:

A. The Employer agrees to make every reasonable effort to provide safe and healthy working conditions in compliance with applicable laws and regulations. The Union recognizes its responsibility to encourage all technicians to observe safety policies and procedures, and that the Employer is responsible to provide required safety training. Appropriate actions to correct the unsafe situation must be taken by both the Employer and employees. The Union and Technicians may also assist by suggesting methods of improving safety conditions. The Employer and the Union agree to analyze all situations relating to hazardous exposure, particularly in a winter environment. Parking lots and walkways should be cleared of snow as soon as practicable.

B. The Labor Organization also plays an integral part in safety and agrees to make a reasonable effort to encourage all bargaining unit employees to work in a safe manner.

C. Bargaining unit employees share responsibility for their own safety. They have an obligation to know and observe safety rules and practices so they do not jeopardize the safety of themselves or others.

D. The Employer agrees to provide custodial and sanitary services within available resources. When such services cannot be made available, the Labor Organization supports the concept that bargaining unit employees may be used on a required basis to assist in maintaining custodial and sanitary services in the building and areas utilized by bargaining unit employees. Before implementing such services, the area supervisor and the Labor Organization representative will discuss the matter.

22-2. OCCUPATIONAL SAFETY AND HEALTH COUNCILS:

A. Occupational Safety and Health Councils (OSHCs) have been established by the Employer to provide a forum for discussion of occupational safety and health considerations and to supply the Employer with recommendations concerning occupational safety and health matters.

B. The Employer will notify the appropriate chapter president or designee of the local council of OSHC agenda items or matters and local Labor Organization sponsored reports that concern local bargaining unit employees. The designated representative should be present when these agenda items are discussed.

22-3. WORKER'S COMPENSATION:

A. Worker's compensation benefits are provided to bargaining unit employees through the Federal Employee's Compensation Act. This program will be administered according to appropriate law, rule and regulation.

B. The Employer HR Office will assist in providing information, forms and procedures for compensation claims upon request.

C. Bargaining unit employees will immediately report job-related injuries or illnesses to their Employer supervisor. The bargaining unit employee will initiate CA-1 action for job-related injuries or illnesses. If the bargaining unit employee is unable to personally complete the CA-1, the Employer and the Labor Organization, or the Employer may act on the bargaining unit employee's behalf and complete the form.

22-4. EXTREME WEATHER AND EMERGENCY CONDITIONS:

A. Responsibilities: The Employer and the Labor Organization acknowledge that there are certain hazards associated with outdoor operations. It is a joint responsibility of the Employer and bargaining unit employees to ensure outdoor work is performed in a safe manner, particularly in extreme weather.

B. Wind Chill and Heat Index (Wet Bulb Index): The Employer will monitor outdoor working conditions for bargaining unit employees exposed to wind chill effects of 0 degrees or lower. Wind chill will be determined using the chart in Appendix D. Please refer to the military service-specific safety center for work/rest considerations.

C. Procedures:

1. Bargaining unit employees will not work in outdoor areas where the wind chill is at or below minus 40 degrees Fahrenheit, except for essential mission requirements (e.g. launch and recovery of aircraft as well as movement or maintenance of track and other vehicles).

2. The Employer will use a work/rest cycle. The work/rest cycle will be determined in accordance with the work/rest cycle maintained in the appropriate unit safety office.

D. Emergency Conditions:

1. An emergency condition may prevent employees from reporting for work or may require the closing of selected WNG facilities in total or in part. Significant emergency situations may induce the declaration of emergency or disaster by appropriate state authority, in which the WNG may be ordered into state active duty.

2. Employer officials and bargaining unit employees are to presume, unless otherwise notified, that their office or activity will be open each regular workday. However, emergency situations occasionally arise that may be beyond the control of the Employer or employees. These emergencies may prevent employees from arriving at work on time, or at all, or create a necessity to dismiss employees during the workday. Employer officials are expected to be proactive whether from home or the workplace, to obtain and pass on guidance in accordance with the severity of the emergency condition.

E. Essential Operations: It may be necessary for certain employees to remain at work or report for work during an emergency situation.

F. Emergency Assessment: The actions taken by the WNG during emergency situations are not necessarily related to or correspond with the actions taken by Joint Base Lewis-McChord (JBLM) or Fairchild AFB, or other state locations with federal and state employees. In certain instances, a specific location in the state may be adversely affected. For example, the Employer, after consideration of weather advisories for travel conditions or road closures allowing only emergency vehicular travel issued by state officials (i.e. Washington State Patrol), determines whether to place employees in that geographical location on telephone standby until determined safe for normal traffic to travel. If an emergency condition exists that constitutes a safety hazard for employees during the duty day, the Employer will determine when a release from duty is appropriate. Such release will be in an administrative leave status. Station commanders/ Employer officials will provide their chain of command/supervision with recommendations to dismiss, close stations, remain open, or use their best judgment in accordance with State warnings and this article.

1. During non-working hours, notification will flow from Employer officials at each level of supervision. Employer officials, in turn, will inform the employees under their control; or employees may call their supervisors to obtain guidance. Primary means of notification will be by telephone. The Employer must establish an emergency telephone notification procedure to satisfy the requirements of this paragraph. The Employer will disseminate information on facility closings or early dismissal to local radio and television stations.

2. During work hours, notification of dismissal will flow from Employer officials at each level of supervision. Employer officials, in turn, will inform the employees under their control.

3. In the event of emergency conditions or severe weather and/or road conditions, caused by unavoidable delays, short periods of tardiness (two hours or less) may be an excused absence without charge to leave or loss of pay and deemed administrative leave. Employees should notify their Employer supervisor if they will report late to work. Tardiness of longer periods may also be excused without charge to loss of pay in cases that are reviewed and approved by the second level Employer supervisor. Prudent judgments in relation to safe driving conditions are key factors when making this decision.

4. When a WNG activity or station must be closed early, or for the entire day, employees will be excused without charge to leave or loss of pay and placed on administrative leave.

22-5. PERSONAL PROTECTIVE EQUIPMENT (PPE):

A. General PPE Considerations: Authorized PPE will be provided by the Employer to those employees whose work requires these safety measures. Employees will use the authorized safety clothing and equipment that is provided by the Employer when performing work in these situations. At a minimum, Employees will wear protective clothing and equipment listed in the Material Safety Data Sheets (MSDS) particular task or work environment. The Employer may direct the wearing of additional PPE as deemed necessary for operational risk management mitigation.

B. Specific PPE Considerations - Safety Glasses:

1. Policy: Employees will wear authorized safety glasses when performing work requiring eye protection; one (1) set of safety glasses will be authorized and issued by the Employer.

2. Issue: Initial issue of safety glasses and replacement of safety glasses broken on the job will be provided at no cost to the employee. Employees will be authorized corrective lenses when required by medical prescription at no cost to the employee. In addition, employees will be authorized tinted safety glasses in the following situations:

a. When an employee is diagnosed with an eye condition which requires tinted lenses, and the Employer is provided with a medical prescription indicating such a requirement, or,

b. When an employee notifies the Employer of a working condition requiring tinted lenses, and the Employer determines –

(1.) the request is for the primary benefit of the Government, and

(2.) tinted glasses are not a personal item that should be furnished by the employee.

C. Specific PPE Considerations - Cleaning and Disposal:

1. Cleaning/Storage: PPE that is reused will be cleaned before storage.

2. Exposure/Disposal: If PPE has been exposed to materials in such quantities or duration that the employee believes the PPE has become hazardous waste-making and cleaning is unsafe, the employee will immediately contact a supervisor, identify the situation and recommend disposal. Employees who become excessively soiled due to work conditions are authorized to clean up as appropriate.

3. Cleaning Provisions: Cleaning provisions for PPE or work clothing (e.g. ABUs/ACUs), when worn in lieu of PPE, (including coveralls) that has been contaminated by a hazardous substance, as defined in Army, Air Force or other DOD Directives, will be provided

by the Employer at no cost to the employee. Each facility will establish a program to ensure cleaning of contaminated work clothing or PPE is accomplished.

D. Safety Footgear: Each employee will receive safety footgear (summer and/or winter), as determined by the local work centers. Determinations to supplement or not supplement initial issue at the local unit/organization level will be based on safety, health, or environmental factors, and unit/organizational funding, and will not set precedence for other units/organizations. The Employer agrees, with preapproval, to allow employees who are required to wear safety footgear and have a demonstrated medical foot problem, to locally purchase suitable approved safety footgear and/or inserts at no cost to the employee.

22-6. SAFETY SURVEYS: A representative of the official in charge of a workplace and a Labor Organization representative of employees shall be given an opportunity to accompany safety and health inspectors during the physical inspection of any workplace, both to aid the inspection and to provide such representatives with more detailed knowledge of any existing or potentially unsafe or unhealthy working conditions. The representative shall be selected by the Labor Organization from bargaining unit employees assigned to the facility or activity when possible.

22-7. HAZARD, HAZARDOUS MATERIAL, TRAINING, REPORTING AND OTHER PROCEDURES:

A. Hazardous Material Training Program:

1. The Hazardous Material Training Program will be administered according to Army or Air Force directives, command guidance, and other DOD directives, as applicable.

2. All personnel will receive the training required by the directives and standard detailing the hazards associated with chemicals used in their respective shops. As soon as practicable, formal training will be completed when required by applicable law or regulation. Employees will not handle, use, or be exposed to hazardous materials without appropriate training and/or proper supervision. All required training will be properly documented.

3. Material Safety Data Sheets (MSDS) will be available to all supervisors, bargaining unit employees and the Labor Organization. The MSDS will be on file in a known location and readily accessible.

B. Who may report a hazard: A hazard may be reported by any person(s) and may be submitted on any event or condition that affects safety.

C. What is a reportable hazard: Reportable hazards include, but are not limited to, unsafe procedures, practices, or conditions in the following areas:

1. Ground operation and maintenance of aircraft;
2. Ground operation and maintenance of vehicles;

3. Training and education programs;
4. Work environment; and
5. Operation and maintenance of facilities.

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

E. Report evaluation: The Safety Office will review and evaluate the report in accordance with applicable directives.

F. Dissatisfaction with evaluation: If, after review and processing of the report by the Safety Office, the originator is not satisfied, the employee may grieve under the negotiated grievance procedure of Art. 25.

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

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

1. Reporting imminent danger situations: In the case of imminent danger situations, employees shall make reports by the most expeditious means available.

2. Employee right to refuse to perform task involving imminent danger: The employee has the right to decline to perform assigned tasks because of a reasonable belief that, under the circumstances, the task pose an imminent danger. In these instances, the employee must report the situation to their Employer supervisor or the next immediately available higher level supervisor.

3. Safety Office/Supervisor concurrence: If the Employer supervisor believes the condition or corrected condition does pose an immediate danger, the Employer shall request an expeditious inspection by the Safety Office. The Labor Organization will be contacted regarding the condition as soon as practicable.

4. Safety Office/Supervisor non-concurrence: Should the Safety Office decide the condition does not pose an imminent danger, or if the supervisor gives the instruction to return to work, with or without attempted corrective action, the employee must choose between:

a. Obeying the order, while setting aside his or her concerns, and performing the work; or

b. Disobeying the order and risking disciplinary action, for example, insubordination.

5. Non-compliance with return to work order: Continued refusal by the employee to return to work after being so ordered would be justified if there was a reasonable basis for the employee to believe that imminent danger was present.

6. Refusal justification: The threat must be immediate and pressing rather than merely likely. The harm with which employees are threatened must present a risk of serious bodily harm or be life threatening. A risk of injury of any sort is not sufficient. The threat must be so pressing and severe that it is not possible to deal with it in time to prevent harm. Problems which may be resolved before they result in serious bodily harm would not justify the employee's stopping work. When there is clear evidence to support the employee's belief, the employee will not be subject to reprisal actions.

22-8. TOBACCO USE: The Employer shall designate outdoor areas where employees may use tobacco products. The areas should be reasonably accessible to employee work sites and that provide a reasonable measure of protection from the elements. Tobacco use will be consistent with applicable federal and state laws, regulations and policies. Existing structures will not be removed without complying with Art. 3. WNG is not required to buy or build structures for smoking purposes.

22-9. LIMITED DUTY/DISABILITIES:

A. Limited Duty: Consistent with law, rule and regulation, an employee, who has been injured or temporarily incapacitated and is able to perform limited duty, may be afforded the opportunity to perform alternate duties, at the immediate supervisor's discretion, until they have recovered from the injury or incapacitation. Employees serving in a temporary limited duty status may apply for and will be considered for promotion, if otherwise eligible.

B. Disabilities: For any covered incapacitating injury incurred while in a duty status, bargaining unit employees may be authorized continuation of pay (COP) status for a period not to exceed forty-five (45) days. Early filing of a worker's compensation claim form (CA-1 for an injury and CA-2 for illness/disease), is essential to ensure full coverage for any job-related injury or illness.

22-10. MEDICAL SURVEILLANCE: The Employer and Labor Organization acknowledge the need for a comprehensive medical surveillance program for the health and well-being of the employees and to abide by established service regulations and safety standards. Medical information that is essential to work site safety will be provided to the Employer/supervisor by the employee with the medical condition. Personal medical information having no impact on other workers or work site safety will not be provided to the Employer/supervisor without written approval of the employee.

22-11. EMERGENCY MEDICAL ASSISTANCE: Whenever a technician needs to leave work due to medical reasons, the Employer/supervisor will assist in making arrangements for transportation to the technician's home or medical facility, as appropriate. In cases where adequate medical assistance is not available, or where the injury is believed to be life threatening, local emergency aid will be summoned.

22-12. RETIREMENT BRIEFING: The Employer agrees to provide a retirement briefing for retiring technicians and accompanying spouses, upon request and within a reasonable amount of time of the request, subject to resource and personnel availability. The briefing shall be held during normal duty hours. The briefing should consist of related topics, such as: Retirement Preparation, FEGLI Life Insurance, Survivor Benefits, Total Retirement Benefits, and Disability/Medical Benefits.

22-13. MOTORCYCLE SAFETY TRAINING: For bargaining unit employees, who use motorcycles for transportation on federal facilities where motorcycle safety training is required, training will be accomplished in a duty status when conducted during the employee's normal duty hours.

ARTICLE 23 - LABOR ORGANIZATION REPRESENTATIVE LEAVE OF ABSENCE

Authorizing leave is a matter of administrative discretion. The Employer agrees that when adequate advance written notice is given, a bargaining unit employee in the unit who has been elected or appointed to a Labor Organization office, or as a delegate to an ACT activity, may be authorized up to 180 days of leave without pay (LWOP) with the possibility of an additional 180 days LWOP. Every reasonable effort will be made to grant annual leave and/or leave without pay, dependent upon mission requirements. The Labor Organization agrees that if 180 days of LWOP is commenced, not less than 120 days will be taken, and if extended, all days of the granted extension will be taken.

ARTICLE 24 – DISCIPLINE AND ADVERSE ACTION

24-1. GENERAL: This article applies to matters of conduct. Actions that relate specifically to job performance where the bargaining unit employee is making a good faith effort to perform his duties will be accomplished in accordance with the agency performance appraisal system and contract modifications. Non-disciplinary actions (oral counselings and admonitions), disciplinary actions (letters of reprimand) and adverse actions shall be imposed in accordance with this article, TPR 752 (27 August 2010) and other applicable laws, regulations and policies. Disciplinary actions shall be undertaken for such cause as will promote the efficiency of the agency's mission. Actions taken under this article must be justified by facts and circumstances. Appeals of adverse actions will be in accordance with this article and TPR 752-1 (27 August 2010).

A. Progressive Actions: The Employer recognizes that the concept of progressive actions under this article shall be applied when appropriate. Actions will normally be undertaken at the lowest supervisory level. Disciplinary action will be for the purposes of promoting the efficiency of the agency's mission, correcting offending bargaining unit employees and problem situations, and maintaining discipline, safety and morale among other bargaining unit employees. An Employer supervisor should consider a closer degree of individual supervision and/or counselings or warnings to effect corrective action prior to undertaking a disciplinary action.

B. Timeliness/Pattern of Misconduct: Disciplinary action should be initiated within a reasonable period of time after the offense becomes known to and has been investigated by the Employer. The parties also recognize that discipline will sometimes appropriately result from a series of a bargaining unit employee's actions which, although the individual actions may be minor, amount to an appropriate basis for discipline.

C. Categories of Actions: For purposes of this Agreement, actions shall be categorized as non-disciplinary (oral counseling or admonition) or disciplinary (letter of reprimand or adverse action encompassing suspension without pay, a reduction to a lower grade or removal from technician employment).

D. Records: Employer supervisors will protect the confidentiality of employee records (NGB Form 904-1) and will preserve employee privacy. Records will be maintained and secured by an employee's immediate supervisor and access will be limited to appropriate Employer officials, the employee, employee-authorized (official email authorization is sufficient) labor representatives and individuals to whom the bargaining unit employee has given written permission. The employee may, at any time, request to review their Supervisor Work Folder and request that their supervisor consider removal of any NGB Form 904-1 entries.

24-2. NON-DISCIPLINARY ACTIONS (Oral Counselings/Admonitions):

A. Oral Counseling: Where non-disciplinary action is appropriate, counseling is normally appropriate in the first instance. Counseling is oral and is not recorded in the Supervisors Work Folder. The bargaining unit employee will be advised of the specific infraction or breach of conduct and when it occurred.

B. Admonition with NGB Form 904-1 Entry: If after counseling, the conduct continues or is repeated, but non-disciplinary action is still appropriate, admonition is warranted. The admonition is written and recorded on the NGB Form 904-1, in pencil, to include any attachments as described in Art. 13, in the Supervisors Work Folder. The bargaining unit employee has the right to have a Labor Organization representative present, if so desired. The Labor Organization will make every reasonable effort to have the closest available representative present. Prior to discussions which the bargaining unit employee reasonably believes may lead to disciplinary or adverse actions, the bargaining unit employee may request Labor Organization representation.

C. Appeals: An appeal of a non-disciplinary action may be made through the negotiated grievance procedure. A successful appeal could cause any record of the action to be modified or deleted.

24-3. DISCIPLINARY ACTION (Letter of Reprimand):

A. General: A letter of reprimand is a disciplinary memorandum which notifies the employee of one or more acts of misconduct. Prior to the imposition of a letter of reprimand, the Employer supervisor must conduct an investigation of relevant facts. The bargaining unit employee has the right to have a Labor Organization representative present, if so desired, during the investigation, questioning and/or discussion. The Employer supervisor will advise the bargaining unit employee of this right to have a Labor Organization representative present during any discussion or questioning pertaining to the letter of reprimand. The Employer supervisor will discuss the facts with the employee, giving the employee an opportunity to express views or provide explanations. After considering the bargaining unit employee's response, the Employer supervisor will then advise the bargaining unit employee if the discussion resolved the matter, or if a letter of reprimand is warranted.

B. Presentation: When an appropriate Employer supervisor decides to impose a letter of reprimand, the Employer supervisor will describe in the letter the offense(s) in sufficient detail to enable the bargaining unit employee to understand why the reprimand is being imposed, sign the reprimand, and present it to the bargaining unit employee after notifying the employee of his/her right to have Labor Organization representation at the presentation.

C. Issuing Official: A letter of reprimand is normally issued by the first-line Employer supervisor. If someone else in the bargaining unit employee's Employer supervisory chain issues a reprimand, it should be endorsed through the first-line Employer supervisor to the bargaining unit employee.

D. Documentation: The issuing official will inform the bargaining unit employee that the letter will be filed as a temporary document in the Official Personnel Folder (OPF) until a specific date and annotate the NGB Form 904-1 accordingly. The retention period for having the letter of reprimand in the employee's file may not exceed twenty four (24) months, unless related to a recurring problem.

E. Appeals: An appeal of a letter of reprimand may be made through the negotiated grievance procedure. A successful appeal could cause the action to be withdrawn and any record of the action to be modified or deleted.

24-4. ADVERSE ACTIONS:

A. General: Adverse Action is an administrative action under this article, TPR 752 and 752-1, if applicable, that results in suspension without pay, a reduction to a lower grade or removal from technician employment. Prior to the imposition of an adverse action, the Employer supervisor must conduct an investigation of relevant facts. The bargaining unit employee has the right to have a Labor Organization representative present, if so desired, during the investigation, questioning and/or discussion. The Employer supervisor will advise the bargaining unit employee of this right to have a Labor Organization representative present during any discussion or questioning pertaining to the adverse action.

1. Must be for cause: There must be a reason for taking adverse action; that reason is commonly referred to as a "cause" and is defined as "an offense against the Employer/bargaining unit employee relationship." What constitutes a "cause" is a decision that must be made on the merits of each situation.

2. Must promote the efficiency of the service: Having a "cause" is not sufficient to warrant an adverse action. Employer must also conclude that taking an adverse action will promote the efficiency of the service. This is done by establishing a relationship between the "cause" and its impact or effect upon the efficiency of the service (i.e., the bargaining unit employee's ability to perform his duties; the agency's ability to fulfill its mission, etc.).

3. Off-duty misconduct: When a "cause" involves off-duty misconduct, the Employer must establish an adequate relationship between the grounds for the adverse action and the efficiency of the service (i.e. the employee's ability to perform his/her duties and the agency's ability to fulfill its mission).

B. Process: The HR Office's clearance on the procedural aspects of the action must be obtained before issuance of a proposed adverse action notice, original decision, or final decision. TPR 752, TPR 752-1 and this article are the official sources for procedures for all adverse actions. The following is a summary of the process for adverse actions.

1. Notice/Reply: The bargaining unit employee will be given written notice of proposed adverse action, signed by the individual proposing the action. The bargaining unit employee will be given the opportunity and a reasonable amount of excused absence to reply to the charges, in writing and/or in person, to the deciding official.

2. Decision/Appeal: The bargaining unit employee will be given the Original Decision Letter, signed by the Deciding Official that will state the specific action being taken. Upon receipt of the decision, the bargaining unit employee has twenty (20) days to file for appellate review by the Adjutant General or an Administrative Hearing conducted by a National Guard hearing examiner, but not both.

a. Additional appellate evidence: Bargaining unit employees, when requesting an appeal, may include with the appeal any proof or other documents.

b. Appellate review by The Adjutant General: If the bargaining unit employee requests an appellate review by The Adjutant General, at the employee's request, the appeal will include a meeting with The Adjutant General.

c. Administrative Hearing by a Hearing Examiner: If the bargaining unit employee requests a hearing, the HRO will submit a written request to NGB for a list of NGB Hearing Examiners. Once availability of NGB Hearing Examiners is determined, the Employer's representative and employee's representative will discuss the selection of the hearing examiner and mutually agree on the selection. A letter will be sent advising the appellant of the name of the NGB Hearing Examiner. The hearing will be before the selected NGB Hearing Examiner who will provide a recommendation to The Adjutant General. The Adjutant General will consider the recommendation in making the final decision. The NGB Hearing Examiner's per diem and travel expenses will be paid by the Employer.

C. Delay of Imposition of Adverse Action:

1. Removal cases: Where the original decision letter imposes removal, imposition of removal should be held in abeyance pending the final decision of The Adjutant General. However, the Employer may still impose removal notwithstanding the appeal if the bargaining unit employee's presence is undesirable, or disruptive to the workplace, or presents a threat to the government's property, or presents a threat to the well-being of the bargaining unit employee, co-workers, or the public. In this situation, the Employer agrees to consider: a) detailing the bargaining unit employee to other duties, or b) in the best interest of the government, place the bargaining unit employee in a non-duty pay status for all or part of the time it takes to process the action, or c) place the bargaining unit employee in a non-duty non-pay status (indefinite suspension).

2. Suspension/Change to lower grade cases: When the original decision imposes a suspension or change to lower grade, the bargaining unit employee may request that the penalty be held in abeyance pending a final decision by The Adjutant General.

3. Consideration of Request to Delay: The Adjutant General's representatives will meet and confer with the bargaining unit employee and the employee's representative(s) on the merits of the request.

4. Decision by The Adjutant General: The Adjutant General will render a written decision within 10 working days on whether or not the request will be granted. The Adjutant General's decision on the request for abeyance is not grievable.

24-5. REPRESENTATION:

A. Prior to discussions which the bargaining unit employee reasonably believes may lead to disciplinary or adverse actions, the bargaining unit employee may request Labor Organization representation.

B. If an Employer supervisor or official conducts an investigative interview of a bargaining unit employee, and the bargaining unit employee requests representation, the investigative interview of that employee will be delayed for a reasonable amount of time to allow for the employee's representative to be present. Management's investigation will not, however, be unreasonably delayed by this action. The Labor Organization will make every reasonable effort to have the closest available representative present.

24-6. RECORDS:

A. In any disciplinary action, a bargaining unit employee will, upon written request, be furnished a copy of all written documents in the Employer's files which contain evidence used by the Employer to support the disciplinary action, consistent with the Privacy Act.

B. Written entries in a bargaining unit employee's files concerning disciplinary matters will comply with Art. 13-3.A. provisions.

C. During a change in Employer supervisors/work centers, the bargaining unit employee's NGB Form 904-1 will be reviewed and may be purged.

ARTICLE 25 - GRIEVANCE PROCEDURES

25-1. GENERAL: The Labor Organization, Employer and bargaining unit employees are required to use this exclusive agreed to grievance procedure as the sole means of resolving all complaints covered by this article. Bargaining unit employees retain the right to request Labor Organization representation in the grievance procedure or to decline such representation. However, the Labor Organization will be given the opportunity to have a representative present during all grievance proceedings to ensure that the adjustments of the grievance are not inconsistent with the terms of the Agreement. A grievance will be formally presented not later than twenty (20) workdays after the events underlying the grievance took place, or twenty (20) workdays after the individual becomes aware, or should have become aware, of the events, whichever is later. The twenty (20) workday period may be extended upon mutual agreement by the parties. Either party may seek interpretation of the meaning or intent of the agreement from representatives of the negotiating teams.

25-2. TIME LIMITS AND EXTENSIONS:

A. Time Limits: If the grievant fails to initiate action to carry the grievance to each succeeding step within the time periods specified, the previous decision rendered will become final and shall not be appealed. If the grieved party fails to answer the grievance at any step within the specified time limits, the grievant may advance the grievance to the next step of the procedure.

B. Extensions: By mutual agreement, an extension of the time limitations noted in these procedures may be extended by the parties. The agreement to extend time limitations will be in writing stating the specific extension period.

25-3. DEFINITIONS OF GRIEVANCE:

A. Any complaint, by any bargaining unit employee, concerning any matter relating to the employment of the employee.

B. Any complaint by the Labor Organization concerning any matter relating to the employment of any bargaining unit employee.

C. Any complaint by any bargaining unit employee, the Labor Organization, or the Employer concerning:

1. The effect of interpretation or a claim of breach of this Agreement; or
2. Any claimed violation, misinterpretation, or misapplication of any law, rule or regulation affecting conditions of employment.

25-4. EXCLUSIONS: It is agreed that this negotiated procedure is a full coverage procedure except for those matters specifically excluded by applicable law from the coverage of this Agreement. Excluded from the negotiated grievance procedure include matters relating to:

- A. Violations concerning prohibited political activities;
- B. Retirement, life insurance, or health insurance;
- C. A suspension or removal under 5 U.S.C. §7532 (National Security);
- D. Any examination, certification, or appointment;
- E. The classification of any position which does not result in the reduction in grade or pay of a bargaining unit employee; appeal procedures are provided in the appropriate TPRs; and
- F. An Equal Employment Opportunity discrimination complaint.

25-5. BARGAINING UNIT EMPLOYEE RIGHTS: Bargaining unit employees have the right to present their grievances to the appropriate Employer officials for prompt consideration. The procedures set forth in this article provide a means for the prompt and orderly consideration and resolution of bargaining unit employee and Labor Organization grievances. In exercising this right, the bargaining unit employee(s) and the Labor Organization representative will be free from restraint, coercion, discrimination, or reprisal. The parties acknowledge that when one or more bargaining unit employees have a grievance involving the same Employer action, facts, and evidence, the grievances may, by mutual agreement of the grievants and the Employer, be joined together and processed as a group, rather than having separate meetings or hearings for each grievance.

25-6. GRIEVANCE FILE: A grievance file will be maintained by the Human Resources Office.

25-7. PRESENTING A GRIEVANCE:

- A. A grievance must be presented using the agreed to grievance form provided in Appendix C.
- B. The Labor Organization has the right, on its own behalf or on the behalf of the bargaining unit employee(s), to present and process grievances.
- C. If a bargaining unit employee or group of bargaining unit employees elects to present their grievance without the assistance of the Labor Organization, the adjustments of the grievance may not be inconsistent with the provisions of this Agreement.
- D. The appropriate Employer official involved will notify the Labor Organization of grievance proceedings and inform them of the time and place of such proceedings. The point of contact will be a Labor Organization representative.

25-8. OFFICIAL TIME: A reasonable amount of official time, without charge to leave, will be afforded, in accordance with Art. 8 and the following:

A. To a Labor Organization representative to discuss informally or formally with the appropriate Employer official any grievable complaint that the Labor Organization may have concerning matters under this Agreement.

B. To the designated Labor Organization representative for preparing and presenting the grievance, to include fact-finding time encompassing research of laws and regulations, informal interviews, and reasonable telephone usage.

25-9. BARGAINING UNIT EMPLOYEE GRIEVANCE:

A. Informal Resolution:

1. It is agreed that normally the informal resolution of complaints should be attempted before a formal grievance is filed. At this informal stage, the grievant may meet with the appropriate Employer officials(s) and attempt to resolve the complaint(s) that caused the grievance.

2. If a settlement cannot be informally agreed to, the formal resolution procedures will be followed, as outlined in below Art. 25-9.B.

B. Formal Resolution:

1. Step 1: Presenting A Formal Grievance: The grievance will be prepared in writing, utilizing the agreed upon form. The grievance will specify the underlying facts and basis for the complaint, and the resolution sought. The grievance will be presented to the Employer official who allegedly took, or was responsible for, the grieved action. An information copy of the grievance will be forwarded to the HR Office-Labor Relations Specialist. The Employer may inquire into the matter in order to ascertain sufficient information with which to take action. Such inquiry may involve discussion of matters underlying the grievance with persons with relevant information. The grievant, the designated representative (if any), and Labor Organization representative (at the election of the Labor Organization) may meet with the Employer official to discuss the grievance and attempt to reach resolution. Such meeting shall occur within five workdays of the presentation of the grievance. The Employer official will, within ten workdays of any such meeting, or within ten workdays of presentation of the grievance if no meeting occurs, advise the grievant, the designated representative (if any), and the Labor Organization of her/his decision in writing concerning the grievance.

2. Step 2: Appeal Of A Grievance Response: If the grievant is dissatisfied with the decision made by the grieved Employer official, the grievant or the Labor Organization, as applicable, will, within ten workdays of receipt of the decision, submit the grievance to the next appropriate Employer official level, as determined by mutual agreement of the grievant, the Labor Organization, and the Employer. The grievant and designated representative (if any) may meet with this Employer official to discuss the grievance and attempt to reach resolution. Such

meeting shall occur within five workdays of the presentation of the grievance. The Employer official will, within ten workdays of any such meeting, or within ten workdays of presentation of the grievance if no meeting occurs, advise the grievant, designated representative (if any), and the Labor Organization of her/his decision in writing concerning the grievance.

3. Step 3: Appeal To The Adjutant General: If the grievant is dissatisfied with the decision made by the Step 2 Employer official, the grievant or the Labor Organization, as applicable, will, within ten workdays of receipt of the decision, submit the grievance to The Adjutant General, Attn: HR Office - Labor Relations Specialist. The Adjutant General, or designee, if a designee is appointed, will render a written decision to the grievant and the Labor Organization representative within twenty workdays of receiving the grievance.

25-10. LABOR ORGANIZATION GRIEVANCE:

A. Informal Resolution:

1. It is agreed that the Labor Organization should normally attempt to informally resolve the grievance at an appropriate level prior to filing a formal grievance.
2. The procedures in below Art. 25-10.B. will be utilized for all Labor Organization formal grievances.

B. Formal Resolution:

1. Step 1: Presenting A Formal Grievance: The grievance will be prepared in writing, utilizing the agreed upon form. The grievance will specify the underlying facts and basis for the complaint and the resolution sought. The grievance will be presented to the appropriate Employer official. An information copy of the grievance will be forwarded to the HR Office-Labor Relations Specialist. The Employer may inquire into the matter in order to ascertain sufficient information with which to take action. Such inquiry may involve discussion of matters underlying the grievance with persons having relevant information. The Labor Organization may meet with the Employer official to discuss the grievance and attempt to reach resolution of it. Such meeting shall occur within five workdays of the presentation of the grievance. The grievant Employer official will, within ten workdays of any such meeting, or within ten workdays of presentation of the grievance if no meeting occurs, advise the Labor Organization of her/his decision in writing, concerning the grievance.

2. Step 2: Appeal Of A Grievance Response: If the Labor Organization is dissatisfied with the Step 1 decision, the grievance will be forwarded to The Adjutant General Attn: The HR Office-Labor Relations Specialist within ten workdays. The Adjutant General or designee, if a designee is appointed, shall provide a decision within twenty workdays to the Labor Organization Chapter President.

3. Step 3: Invocation Of Arbitration: If the Labor Organization is dissatisfied with the decision of The Adjutant General, the Labor Organization may invoke arbitration.

25-11. EMPLOYER GRIEVANCE:

A. Informal Resolution:

1. It is agreed that the Employer should normally attempt to informally resolve the grievance prior to filing a formal grievance.

2. The procedures in below Art. 25-11.B. will be utilized for all Employer formal grievances.

B. Formal Resolution: The grievance will be prepared in writing and submitted to the applicable Labor Organization Chapter President. The grievance will specify the underlying facts and basis for the complaint and the resolution sought. The Labor Organization will provide a decision, in writing, within ten workdays, to the HR Office. If the Employer is dissatisfied with the decision of the Labor Organization Chapter President, the Employer may invoke arbitration.

25-12. RIGHT TO INFORMATION: Upon request and subject to law, rule or regulation, the Employer will supply the Labor Organization with any investigation reports and/or documents used in the original action underlying the matter grieved, as defined by 5 U.S.C. §7114(b)(4). This is to ensure that the Labor Organization has all the necessary information for a determination to invoke or not invoke the provisions of arbitration.

25-13. ARBITRATION PROCEDURES:

A. General: Arbitration may be used to settle unresolved grievances. Only the Labor Organization or the Employer may invoke arbitration under the provisions of this section. The decision to refer the grievance to arbitration shall be submitted to the other party as soon as practicable after the final decision on the grievance.

B. Arbitrability: If either party questions the arbitrability of a matter because of alleged conflicts with applicable existing laws or circumstance(s), the arbitrator will simultaneously hear the question of arbitrability and the merit(s) of the case. The arbitrator will then rule on the question of arbitrability and when applicable, the issues raised by the facts and merits of the case.

C. Appeals: Appeals that may exist to the final decisions of the Employer pursuant to the provisions of Public Law 90-486 and 32 U.S.C. §709 (f)(1) through (5) are excluded from this arbitration procedure.

25-14. ARBITRATOR SELECTION: When arbitration is invoked, the party invoking arbitration may request a list of seven arbitrators from the Federal Mediation and Conciliation Service (FMCS) and concurrently inform the other party of its intent. Within seven workdays of receiving the list, both parties shall meet in person or by telephone to select an arbitrator. If mutual agreement cannot be reached regarding the selection of an arbitrator, then the parties will alternately strike the names from the list until only one name remains. The individual's name remaining will be duly selected to hear the grievance. The parties agree that, if the selected

arbitrator is unavailable to hear the grievance within thirty days, the parties may select a new arbitrator using the above procedures. If either party fails to participate in the selection process, the arbitration action will proceed with the requesting party accomplishing the selection. The arbitration hearing shall be held on a date and at a location mutually agreed upon by the parties.

NOTE: If the chosen arbitrator cannot hear the case within thirty days, the intent of the above paragraph is to allow the parties to select from the remaining names on the list or request a list of seven additional names.

25-15. ARBITRATION EXPENSES: Expenses incurred for arbitration will be shared equally by the Employer and the Labor Organization. If either party elects to have transcripts made of the hearing, the opposing party may request a copy of the transcript, but only if they agree to split the costs.

25-16. FLRA EXCEPTIONS: The parties understand the Federal Labor Relations Authority has promulgated regulations providing for the filing of exceptions to an arbitrator's award. The period for filing of exceptions is not later than thirty days from the date the award is served on the parties. The date of service is the date when the arbitration award is deposited in the U.S. mail or delivered in person. It is understood that if no exceptions to an award are filed during this thirty-day period, the award shall be final, binding and effective on the thirty-first (31st) day.

25-17. CERTIFICATE OF COMPLIANCE: A certificate of compliance with the decision of the arbitrator, to include corrective action where appropriate, shall be provided to the other party as soon as practical.

ARTICLE 26 - CLASSIFICATION ACTIONS

26-1. GENERAL: It is agreed that prior to assigning an effective date for any downgrade resulting from reclassification or management directed reassignment, the Employer will, after impact and implementation bargaining with the Labor Organization, provide the affected bargaining unit employee(s) with:

- A. A notice, no less than 30 days in advance of the effective date, with a copy of the new position description (PD) or, the current PD if no changes are being affected;
- B. The OPM - Civil Service Classification Standards by which the position was graded; and
- C. Further information, knowledge and assistance on rights and appeal preparation.

26-2. RECLASSIFICATION DOWNGRADE: A position downgraded as a result of a reorganization, when applicable, will be considered a reduction in force (RIF), and existing law and policy RIF procedures will apply, in accordance with Art. 19 of this Agreement. In all other cases, downgrades resulting from reclassification will be considered as classification actions. In some cases, a technician may be entitled to grade retention. Grade retention is covered by 5 U.S.C. §5362, which provides for grade retention for two years for employees who are downgraded through no fault of their own as the result of reclassification of their positions, reduction in force, or transfer of function, provided they held one or more positions at a grade or grades higher than the new position for at least 52 weeks. It is the policy of DoD, NGB, and the Employer to provide aggressive priority placement assistance to those technicians in grade-retention status.

ARTICLE 27 - DAY CARE

GENERAL: The Employer acknowledges that the care and welfare of a bargaining unit employee's child(ren) are an important responsibility of the bargaining unit employee. The Employer will continue to consider a bargaining unit employee's child care arrangements when assigning and scheduling work, in accordance with applicable policy.

ARTICLE 28 - UNIFORMS

28-1. UNIFORMS: The fair wear and tear turn-in system will be used for replacing issued duty uniforms, organizational clothing, and individual equipment.

28-2. SEWING: The Employer will provide, at no cost to the bargaining unit employee (including indefinite appointment bargaining unit employees) sewing service for all uniforms and uniform items furnished by the Employer. Sewing services consist of the attachment of appropriate rank insignia, patches, any other required cloth attachment, and alterations for those uniforms, which require alterations by regulation. Bargaining unit employees who elect to purchase additional uniforms or uniform items normally not designated as standard issue will incur the cost of sewing for those uniforms.

28-3. UNIFORM ALLOWANCE – OFFICERS: Members of the bargaining unit who are officers shall receive uniform allowances as authorized by 37 U.S.C. §§415 through 417.

28-4. FOOTWEAR: See Art. 22-5.D.

ARTICLE 29 – TELEVISIONS, RADIOS, CELLULAR TELEPHONES AND OTHER MOBILE ELECTRONIC DEVICES

29-1. TELEVISIONS AND RADIOS:

A. The Employer agrees to consider authorizing the use of radios and televisions on its premises on a case-by-case basis.

B. If the Employer permits such use, it retains the right to determine placement and utilization of such devices, and may revoke such privileges.

C. If a change or revocation constitutes a change in working conditions, Impact and Implementation bargaining procedures of Art. 3 will apply.

29-2. CELLULAR TELEPHONES:

A. Limited use of personal cellular phones is authorized by this Agreement. However, calls are not to exceed reasonable duration and frequency, and whenever possible, are to be made during the employee's personal time, such as breaks or lunch periods. Extended calls are only authorized during breaks, unless related to an emergency or government business. The parties acknowledge that such use should not interfere with productivity, violate safety or security.

B. Use of Employer-provided cellular phones is restricted to official business. Employees will follow Employer-developed guidance concerning use of Employer-provided cellular phones.

C. Labor Organization representatives are authorized the use of personal or Union cell phones in the performance of their representational duties, in accordance with Art. 8. The parties acknowledge that calls should not violate safety or security.

ARTICLE 30 – LABOR-MANAGEMENT FORUMS

30-1. PURPOSE AND INTENT. The WNG and the Labor Organization have agreed to establish Labor-Management Forums at the state level and, if mutually agreed to by the HR Office and the appropriate labor official, as designated by the chapter president, at the local level. It is the intent to involve labor organization officials, as soon as possible and to the extent practicable, and insofar as information is not classified or subject to a nondisclosure agreement, in decisions which affect bargaining unit members. Management's intent is to discuss workplace challenges and problems with labor representatives and endeavor to develop solutions jointly, rather than advise labor representatives of predetermined solutions to problems. Management recognizes involvement of the Labor Organization can be helpful in avoiding disputes between the parties during implementation of Agency policies or decisions.

30-2. LABOR-MANAGEMENT FORUMS. The details of the Labor-Management Forum, such as meeting frequency, forum procedures, location, travel and per diem, and other matters to be discussed or related to the administration of the forums are the subject of the "LABOR-MANAGEMENT FORUM AGREEMENT BETWEEN THE WASHINGTON NATIONAL GUARD AND THE ASSOCIATION OF CIVILIAN TECHNICIANS EVERGREEN/RAINIER CHAPTERS", dated 15 February 2012 signed by the HR Officer and labor representatives from both chapters. That agreement, or successor agreements negotiated in accordance with the provisions of the agreement or its successors, is adopted by reference into this article. This article does not replace the impact and implementation provisions of Art. 3 or the negotiated grievance procedures of Art. 25.

ARTICLE 31 - AGREEMENT ADMINISTRATION

31-1. EFFECTIVE DATE:

A. The effective date of this Agreement shall be after the execution of this Agreement by the parties and approval by the Head of the Agency at DoD, in accordance with 5 U.S.C. §7114(c). All relevant approval dates will be made part of the Agreement prior to distribution.

B. In the event that a particular article or section of an article is not approved by the Head of the Agency, the remainder of the Agreement shall take effect, as provided by law. The articles or sections of an article not approved by the Head of the Agency shall later be incorporated after negotiation or other appropriate procedures are completed and such articles or sections are approved by the Head of the Agency.

31-2. AGREEMENT DURATION: This Agreement will remain in effect for three years from the date of approval by the Head of the Agency, or, under the provisions of 5 U.S.C. §7114(c), whichever is applicable.

31-3. AGREEMENT PRECEDENCE: Upon approval, this Collective Bargaining Agreement takes precedence over conflicting provisions in regulations, except for government-wide regulations or regulations that implement 5 U.S.C. §2302.

31-4. AMENDMENTS DURING THE LIFE OF THE AGREEMENT: This Agreement may be subject to amendments or supplements by the parties during the Agreement lifetime under one of the following procedures:

A. By mutual agreement, the parties, at midterm, may submit subjects for negotiations for the purpose of supplementing this Agreement with provisions not covered by or contained within this Agreement.

B. Either party may initiate negotiations, at the midterm of this Agreement, after service of notice no later than 60 days prior to the midterm of this Agreement where legislative or judicial changes by a court of competent jurisdiction, in law, or government-wide regulations substantively impact the subject(s) covered by the Agreement.

C. A request for an amendment or supplement to this Agreement by either party shall be in writing setting forth the need or reason for the proposed change and a summary of the change.

D. Representatives of the parties will meet within 30 days to commence negotiations of the proposed amendment or supplement, unless a later date is mutually agreed upon. No change other than those specified in the summary provided for in paragraph C of this section will be considered.

E. Approval of an amendment, modification, or supplement to the Agreement will be accomplished in the same manner as provided for approval of the initial Agreement as specified in Art. 31-1.A.

31-5. NEGOTIATING A NEW AGREEMENT: If either party desires to renegotiate or renew this Agreement after three years, written notice of election to renegotiate or renew shall be given to the other party not earlier than 100 calendar days nor later than 45 calendar days prior to the anniversary date of the Agreement. If notice of renegotiation is given, representatives of the parties shall meet at least 60 calendar days prior to the start of negotiations to agree to a memorandum of understanding establishing ground rules for the conduct of negotiations. If the parties agree to renew the Agreement without negotiation, the parties shall execute the necessary documents and submit these for approval as specified in Art. 31-1.A., at least 30 calendar days prior to the termination date of the agreement. This Agreement will remain in effect during the negotiation period or until a new Agreement is approved in accordance with 5 U.S.C. §7114 (c).

APPENDIX A

WASHINGTON NATIONAL GUARD OFFICIAL TIME REQUEST FORM

SECTION I: Advanced Coordination

A. Labor Organization Representative Information (completed by Labor representative)

Name/Title: _____

Work Area: _____

Submission Request Date: _____

Official Time Use Date/Time: _____ Estimated Length: _____

Purpose: _____

Contact Information for representative, Location/Phone: _____

Note 1: If eight (8) or more consecutive hours of official time are requested (per representational issue) additional coordination with the Labor Relations Specialist (LRS), or designated Employer representative, is required.

Note 2: Normally, this form will be filled out prior to the representative departing the work area. However, a verbal request may be approved in urgent cases where time is of the essence. When a verbal approval is used, this form must be completed upon return to the work area.

Signature of Representative: _____

B. Employer Coordination (completed by representative's supervisor)

Name of Supervisor/Title _____

Approval Date: _____

Justification if delayed: _____

Signature of Supervisor: _____ Date: _____

SECTION II: Actual Official Time Usage (completed by the Labor Representative)

Actual official time start date/time: _____ / _____
Hrs

Date/Time returned to duty: _____ / _____ Hrs

Total Official Time Used: _____ (hours and minutes)

Signature of Representative: _____

SECTION III: Official Time Reporting (completed by the Employer)

Official Time Leave Code (circle one)

BA - Union Negotiations

BD - Labor/Management Relationship

BK - Grievance and Appeals

Signature of Supervisor: _____ Date: _____

Distribution:

1 copy ea. – Labor representative, timekeeper, Original – HRO-Labor Relations

APPENDIX B – Page 1

REQUEST FOR DETERMINATION OF HDP/EDP SITUATION FORM

FROM: _____

THRU: _____

TO: Military Department, State of Washington

ATTN: AGO/HRO, Camp Murray, WA 98430

TYPE OF EXPOSURE:

POSITION TITLE, SERIES AND GRADE OF ALL AFFECTED POSITIONS:

TOTAL NUMBER OF ABOVE POSITIONS: _____

SITUATION (Clearly state the hazard, physical hardship, or working condition):

APPENDIX B – Page 2
REQUEST FOR DETERMINATION OF EDP/HDP SITUATION FORM

DESCRIPTION OF CORRECTIVE ACTION TAKEN TO ELIMINATE OR REDUCE SITUATIONS (e.g., if protective clothing, devices or equipment are provided, specify type, etc.) (Continue on additional pages if necessary):

DEGREE TO WHICH EXPOSED:

PERIOD OF TIME DURING WHICH THE EXPOSURE WILL CONTINUE TO EXIST:

**DEGREE TO WHICH CONTROL MAY BE EXERCISED OVER THE SITUATION –
RATE OF EDP/HDP RECOMMENDED:**

FOR MORE INFORMATION CONTACT: Human Resources Officer, Camp Murray,
Tacoma, WA 98430

APPENDIX C - Page 1

**WASHINGTON NATIONAL GUARD
GRIEVANCE COMPLIANCE FORM**

NAME: _____
(Last, First Middle Initial)

ADDRESS: _____
(Street, City, State Zip Code)

Type of Grievance:

INDIVIDUAL ☐ MULTIPLE INDIVIDUALS ☐ UNION ☐

TELEPHONE NO. (Work) _____ TELEPHONE NO. (Home - optional) _____

UNIT OF ASSIGNMENT: _____ BRANCH: ARMY ☐ AIR ☐

POSITION TITLE: _____ GRADE: _____

NATURE OF COMPLAINT: _____

COMMENTS: _____

CONCLUSION: _____

APPENDIX C - Page 2

**WASHINGTON NATIONAL GUARD
GRIEVANCE COMPLIANCE FORM**

RESOLUTION DESIRED: _____

SIGNATURE OF GRIEVANT

SIGNATURE OF LABOR REPRESENTATIVE

DATE

DATE

SIGNATURE OF RECEIPT BY EMPLOYER OFFICIAL DATE

EMPLOYER OFFICIAL'S REPLY DUE BY (UNLESS EXTENDED): _____

EMPLOYER'S REPLY: _____

DATE OF EMPLOYER OFFICIAL'S REPLY: _____

DISPOSITION: _____

APPENDIX D

WINDCHILL IN METRIC UNITS

Wind Speed (KPH)	Local temperature (°C)										
	0	-5	-10	-15	-20	-25	-30	-35	-40	-45	-50
Calm	0 C	-5	-10	-15	-20	-25	-30	-35	-40	-45	-50
8	-2	-7	-12	-17	-23	-28	-33	-38	-44	-49	-54
16	-8	-14	-20	-26	-32	-38	-44	-51	-57	-63	-69
24	-11	-18	-25	-32	-38	-45	-51	-58	-65	-72	-78
32	-14	-21	-28	-36	-42	-49	-57	-64	-71	-78	-85
40	-16	-23	-31	-39	-46	-53	-61	-68	-76	-83	-90
48	-17	-24	-33	-41	-48	-56	-63	-72	-78	-86	-94
56	-18	-26	-34	-42	-49	-57	-65	-73	-81	-88	-97
64	-19	-27	-35	-43	-51	-59	-66	-74	-82	-91	-98
72	-19	-28	-36	-43	-52	-59	-67	-76	-83	-91	-99
80	-20	-28	-36	-44	-52	-60	-68	-76	-84	-92	-100
Little danger For properly clothed persons			Considerable danger			Very great danger Danger of freezing of exposed flesh					

WINDCHILL IN NON-METRIC UNITS

Wind Speed (MPH)	Local temperature (°F)										
	32	23	14	5	-4	-13	-22	-31	-40	-49	-58
Calm	32	23	14	5	-4	-13	-22	-31	-40	-49	-58
5	29	20	10	1	-9	-18	-28	-37	-47	-56	-65
10	18	7	-4	-15	-26	-37	-48	-59	-70	-81	-92
15	13	-1	-13	-25	-37	-49	-61	-73	-85	-97	-109
20	7	-6	-19	-32	-44	-57	-70	-83	-96	-109	-121
25	3	-10	-24	-37	-50	-64	-77	-90	-104	-117	-130
30	1	-13	-27	-41	-54	-68	-82	-97	-109	-123	-137
35	-1	-15	-29	-43	-57	-71	-85	-99	-113	-127	-142
40	-3	-17	-31	-45	-59	-74	-87	-102	-116	-131	-145
45	-3	-18	-32	-46	-61	-75	-89	-104	-118	-132	-147
50	-4	-18	-33	-47	-62	-76	-91	-105	-120	-134	-148
Little danger For properly clothed persons			Considerable danger			Very great danger Danger from freezing of exposed flesh					

APPENDIX E - Page 1

GLOSSARY OF TERMS

Admonition: A non-disciplinary written warning against fault or oversight annotated in the NGB Form 904-1.

Agency: The “Agency” means an Executive agency.

Agreement: (see Collective Bargaining Agreement)

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

Bargaining Unit: The bargaining unit includes all Wage Grade and General Schedule bargaining unit employees of the Washington Army and Air National Guard. The bargaining unit does not include military personnel (AGRs, FTNGD-OS and Traditional Guardsmen), state employees, professional employees, employer officials, supervisors and individuals described in 5 U.S.C. §7112(b) (2), (3), (4), (6) and (7).

Collective Bargaining Agreement (CBA): A written Agreement between an Employer 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. (also Agreement, Contract)

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

Conditions of Employment: personnel policies, practices, and matters, whether established by rule, regulation, or otherwise, affecting working conditions, except as exempted or prohibited by statute (also Working Conditions)

Contract: (see Collective Bargaining Agreement)

Employer: The Adjutant General (TAG) of the State of Washington.

Employer Official: an individual employed by TAG in a position the duties and responsibilities of which require or authorize the individual to formulate, determine, or influence the policies of the agency (*also* Supervisor)

APPENDIX E - Page 2

Employer Supervisor: an individual employed by TAG 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.

Exclusive Representative: A labor organization which has been accorded exclusive recognition is the exclusive representative of the bargaining unit employees in the unit it represents and is entitled to act for, and negotiate collective bargaining agreements covering, all bargaining unit employees in the unit. An exclusive representative is responsible for representing the interests of all bargaining unit employees in the unit it represents without discrimination and without regard to labor organization membership.

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.

Grievance: 1. Any complaint, by any bargaining unit employee, concerning any matter relating to the employment of the employee. 2. Any complaint by the labor organization concerning any matter relating to the employment of any bargaining unit employee. 3. Any complaint by any bargaining unit employee, the labor organization, or the Employer concerning the effect of interpretation, or a claim of breach of the collective bargaining agreement; or any claimed violation, misinterpretation, or misapplication of any law, rule or regulation affecting conditions of employment.

Impact & Implementation (I&I) Bargaining: Collective bargaining over procedures which Employer officials of the agency will observe in exercising their statutory authority, or appropriate arrangements for bargaining unit employees adversely affected by the exercise of any statutory authority by Employer officials.

Impasse: The inability of the representatives of the parties to arrive at a mutually agreeable decision concerning negotiable matters, through the collective bargaining process.

Labor Organization: The Association of Civilian Technicians (ACT), Rainier (Army) and Evergreen (Air) Chapters. *(also Union)*

Labor Organization Official: An elected or appointed official in the Labor organization, which may or may not be a labor organization representative, at the election of the labor organization.

Labor Organization Representative: One of the forty (40) authorized officials or shop stewards designated by the labor organization to represent the bargaining unit in its dealings with the Employer or Employer officials/supervisors. *(also Shop Steward)*

APPENDIX E - Page 3

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

Management Rights: A specific list of Management authorities which are not subject to Collective Bargaining, or are only subject to Collective Bargaining at the election of the Agency. (see Art. 1, Sections 1-10 and 1-11)

Mutual Agreements: Any agreements between the parties not contained in the Collective Bargaining Agreement. Such agreements are binding on the parties.

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: Duty time that is granted to a labor organization representative to perform designated functions without loss of pay or charge to that employee's leave account.

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

Shop steward: A labor organization representative that is not also an official.

Supervisor: (see Employer Supervisor)

Working Conditions: (see Conditions of Employment)

