



KENTUCKY NATIONAL
GUARD
Joint Labor-Management
Agreement (2020)

**ASSOCIATION OF CIVILIAN
TECHNICIANS
BLUEGRASS CHAPTER
AND
KENTUCKY ARMY CHAPTER**

TABLE OF CONTENTS

| Article | Section | Page |
|--|---|------|
| 1 – Parties | | 5 |
| | 1. Parties Defined | 5 |
| | 2. Scope | 5 |
| | 3. Good Faith Practices | 5 |
| | 4. Mutually Agreed | 5 |
| 2 – Scope and Coverage | | 6 |
| | 1. Exclusive Recognition | 6 |
| | 2. Unit of Recognition | 6 |
| 3 – Purpose | | 7 |
| 4 – Administration | | 8 |
| | 1. Governing Mandates | 8 |
| | 2. Matters Appropriate for Negotiations | 8 |
| 5 – Employee Rights and Obligations | | 9 |
| | 1. Association Membership | 9 |
| | 2. Informal Discussions | 9 |
| | 3. Personnel Data | 9 |
| 6 – Labor Organizations Rights and Obligations | | 10 |
| | 1. Exclusive Recognition | 10 |
| | 2. Representational Rights | 10 |
| | 3. Labor Organizations Commitment | 10 |
| 7 – Employer Rights and Obligations | | 11 |
| | 1. Retained Rights | 11 |
| | 2. Authority to Make Rules/Regulations | 11 |
| | 3. Notification of Rights | 11 |
| 8 – Labor Organizations Officials | | 12 |
| | 1. Recognition | 12 |
| | 2. Designation of Officials | 12 |
| | 3. Association Presidents | 12 |
| | 4. Obligations of Officials | 12 |
| | 5. Other Association Representatives | 12 |
| | 6. Formal Discussions | 12 |

| | |
|---------------------------------------|----|
| 9 – Taxpayer Funded Union Time (TFUT) | 13 |
| 1. General | 13 |
| 2. Requesting Procedures | 13 |
| 3. Limits | 13 |
| 4. Administrative Hearings | 13 |
| 5. Prohibited Use | 14 |
| 6. Obligations of Officials | 14 |
| 7. Representative Training | 14 |
| 8. Contract Negotiations | 14 |
| 10-Annual Leave | 16 |
| 1. General Provisions | 16 |
| 2. Submission Requirements | 16 |
| 3. Cancel/Rescheduling | 16 |
| 4. Disciplinary Actions | 16 |
| 11-Sick Leave | 17 |
| 1. General Provisions | 17 |
| 2. Submission Requirements | 17 |
| 3. Family Care or Bereavement | 17 |
| 4. Medical Documentation | 18 |
| 12-Other Types of Leave | 19 |
| 1. General Provisions | 19 |
| 2. LWOP | |
| 13-Hours of Work | 20 |
| 1. Scheduling of Work | 20 |
| 2. Rest Period | 20 |
| 3. Compensatory Time | 20 |
| 14 – Grievance Procedures | 21 |
| 1. Grievance Defined | 21 |
| 2. Scope | 21 |
| 3. Exceptions | 21 |
| 4. General | 22 |
| 5. Identical Grievances | 22 |
| 6. Established Policies | 23 |
| 7. Time Period | 23 |
| 8. Grievance Procedures | 23 |
| 9. Time Limits | 23 |
| 10. Termination | 24 |

| | |
|--|----|
| 11. Unresolved Issues | 24 |
| 12. Procedures for Grievance Presented by Labor Organizations or the Employer | 25 |
| 13. Unfair Labor Practice (ULP) | 25 |
| 14. Right to Information | 25 |
| 15 – Arbitration | |
| 1. General | 26 |
| 2. Notification | 26 |
| 3. Selection of Arbitrator | 26 |
| 4. Meeting Place | 26 |
| 5. Unresolved Issues | 26 |
| 6. Travel Expenses | 26 |
| 7. Arbitration Fees | 26 |
| 8. Issues | 27 |
| 9. Modification | 27 |
| 10. Decision | 27 |
| 11. Appeal | 27 |
| 16 – Unfair Labor Practice Notification | 28 |
| 1. Notice | 28 |
| 2. Method | 28 |
| 17 – Disciplinary and Adverse Actions | 29 |
| 1. Authority | 29 |
| 2. Union Representation | 29 |
| 18-Reduction in Force | 30 |
| 1. Procedures | 30 |
| 2. Statutory Rights | 30 |
| 3. Priority Placement | 30 |
| 19-Placement Actions | 31 |
| 1. General Provisions | 31 |
| 2. Policy | 31 |
| 3. Management Rights | 31 |
| 20 – Dues Withholding | 32 |
| 1. Eligibility | 32 |
| 2. Scope | 32 |
| 3. Administration | 32 |

| | |
|--|----|
| 4. Procedures | 32 |
| 5. Termination | 32 |
| 6. Association Notification | 32 |
| 7. Revocation | 32 |
| 8. Governing Directive | 32 |
| 21 – Facility Use and Employer Services | 33 |
| 1. Employer Services | 33 |
| 22 – Duration and Terms of Agreement | 34 |
| 1. Term | 34 |
| 2. Entire Agreement | 34 |
| 3. Agreement Duration, Expiration, Automatic Renewal, Extension During Renegotiations | 34 |
| 4. Requirements of Law | 34 |
| 5. Agreed Upon Amendments | 34 |
| 6. Rights | 35 |
| Appendix A-Glossary | 36 |
| Appendix B-TFUT Request Form | 37 |

ARTICLE 1 – PARTIES

SECTION 1. PARTIES DEFINED:

a. This agreement is entered into under the provisions of Chapter 71 of Title 5 United States Code (USC), by and between The Adjutant General, Commonwealth of Kentucky, hereinafter referred to as the “Employer”, and the Bluegrass Chapter and the Kentucky Army Chapter, Association of Civilian Technicians (ACT), hereinafter referred to as the “Labor Organizations.”

b. Wherever language in this agreement refers to specific duties or responsibilities of specific employees or management officials, it is intended only to provide a guide on how a situation may be handled. It is agreed that the Employer retains the sole discretion to assign work and to determine who will perform the function discussed as stated in Section 7106, Chapter 71 of Title 5 of USC subject to the limitations created by the Technician Act, 32 USC 709.

SECTION 2. SCOPE: This agreement, together with any amendments, constitutes the entire agreement between parties hereto and is referred to herein as the “agreement.” Any previous MOUs, MOAs and past practices are null and void. Both parties agree to abide by the practices and terms of this agreement.

SECTION 3. GOOD FAITH PRACTICES: The Employer and Labor Organizations agree to consider the other’s issues/concerns in the workplace and resolve to seek solutions in a conscientious and timely manner. To the extent possible, correspondence between the parties will be reviewed and acted upon in a timely manner.

SECTION 4. MUTUALLY AGREED: Mutually agreed upon items that are repetitive in nature will be documented by both parties signing a memorandum of record. These items will be considered during the next contract renewal negotiations.

ARTICLE 2 – SCOPE AND COVERAGE

SECTION 1. EXCLUSIVE RECOGNITION: The Employer acknowledges that the Labor Organizations are the exclusive representative of employees in the unit of recognition. The Labor Organizations accepts the responsibility and agrees to represent in good faith the interests of all employees in the unit of recognition without discrimination IAW applicable law(s).

SECTION 2. UNIT OF RECOGNITION: Included in the unit are: All wage grade and general scheduled employees employed by the Kentucky National Guard, which includes both Army and Air Employees that are in a bargaining unit eligible position. Excluded from the unit are: All professional employees, management officials, supervisors, and employees described in 5 USC 7112(b)(2),(3),(4),(6) and (7).

ARTICLE 3 – PURPOSE

PURPOSE OF AGREEMENT: The purpose of this agreement is to identify the parties to this agreement and define their responsibilities under the agreement, and to state the personnel policies, practices and matters affecting conditions of employment as provided by this agreement and applicable laws and regulations. This agreement is intended to meet the following purposes:

- a. Promote programs designed to assist the Employer and employees in achieving their acknowledged and recognized objectives.
- b. Provide for employee participation in the establishment and implementation of personnel policies, practices, and procedures affecting their conditions of employment.
- c. Promote the highest degree of efficiency, morale, and responsibility to the Kentucky National Guard.
- d. Provide prompt reconciliation of any differences arising between the parties on matters covered by this agreement.
- e. Promote harmonious labor-management relations.
- f. Promote and provide a safe and healthful work environment consistent with mission requirements.

ARTICLE 4 – ADMINISTRATION

SECTION 1. GOVERNING MANDATES: In the administration of all matters covered by this agreement, the Employer and employees are governed by existing and future laws and the regulations of appropriate authorities, including polices set forth in the Code of Federal Relations (CFR), and by published policies and regulations of the Department of Defense (DoD) and National Guard Bureau (NGB) and the Office of Personnel Management (OPM) in existence at the time this agreement is approved; and by subsequently published polices and regulations of DoD, OPM and NGB required by law or appropriate authorities. If these should come in conflict with the language of this agreement during the life of the agreement, the parties may negotiate over and reconcile the language of the agreement with the appropriate regulation

SECTION 2. MATTERS APPROPRIATE FOR NEGOTIATIONS:

a. Impact and Implementation Bargaining: When the Employer wishes to change a condition of employment such change is subject to impact and implementation bargaining.

b. Change precluded by 5 USC 7116(a) (7) or this Agreement:

(1) In situations where 5 USC 7116(a) (7) applies: absent union consent, the rule or regulation may not be enforced during the time this agreement is in effect.

(2) If the Employer wishes to make a change in a condition of employment, the change will not occur, unless the change is required to end an unlawful practice, or occurs through mid-point bargaining authorized by this agreement, or bargaining by consent.

ARTICLE 5 – EMPLOYEE RIGHTS AND OBLIGATIONS

SECTION 1. ASSOCIATION MEMBERSHIP:

a. All employees have the right, freely and without fear of penalty or reprisal to form, join, and assist the Labor Organizations or to refrain from any such activity, and each employee will be protected in the exercise of this right, except where prohibited by law.

b. Nothing in this agreement will require an employee to become or to remain, a member of the Labor Organizations, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions. This does not preclude members from paying dues by cash payment or by other means.

SECTION 2. INFORMAL DISCUSSIONS: An employee has a right to engage in informal discussions with supervisory officials without the presence of the Labor Organizations representative provided that such discussions do not lead to formal discussions. The right to representation does not extend to informal routine worksite discussion, counseling sessions, or performance evaluations between the employee and the supervisor.

SECTION 3. PERSONNEL DATA: Employees may request, at any time, personal review of official personnel data concerning their assignment, classification, benefits, or any other aspects of employment.

ARTICLE 6 –LABOR ORGANIZATIONS RIGHTS AND OBLIGATIONS

SECTION 1. EXCLUSIVE RECOGNITION: The Labor Organizations have been accorded exclusive recognition and are the exclusive representative of employees in the unit, without regard to an employee's membership in the Labor Organizations, and is entitled to act for and negotiate collective bargaining agreements covering all employees in the unit.

SECTION 2. REPRESENTATIONAL RIGHTS:

a. Each employee has the right to be represented by the Union at an examination of the employee by a representative of the Employer in connection with an investigation if:

(1) The employee reasonably believes that the examination may result in disciplinary action against the employee; and

(2) The employee requests representation.

b. The right to representation does not extend to informal routine worksite discussions, counseling sessions, or performance evaluations between the employee and the supervisor. If a Union representative is requested, and present at the investigatory meeting, the representative is not entitled:

(1) To official time to prepare for the meeting;

(2) To bargain with the Employer regarding the investigation itself; or

(3) To interfere with the investigation.

However, this does not preclude the employee from consulting with the Union representative present during the investigation.

c. The Employer reserves the right to cancel the investigative interview at any time. A decision by the Employer to cancel an investigative meeting or interview need not be justified in any way. The Employer may proceed with its investigation and with proposed disciplinary action on the basis of information from other sources.

d. The Union agrees to provide a representative, if requested by the employee, who is reasonably available and whose selection would not result in an undue delay to the Employer in conducting the examination.

SECTION 3. LABOR ORGANIZATIONS COMMITMENT: The Labor Organizations agree to promote the performance of loyal and efficient services by employees of the unit in which it represents. Further, the Labor Organizations agree to encourage such employees and to use its influence and best efforts, to protect the property of the Employer, and to cooperate in promoting and advancing the welfare of the Employer and mission to which it is committed.

ARTICLE 7 – EMPLOYER RIGHTS AND OBLIGATIONS

SECTION 1. RETAINED RIGHTS: Management officials of the agency retain the right:

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

(2) in accordance with applicable laws under 5 USC 7106

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

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

(C) with respect to filling positions, to make selections for appointments from-

(i) among properly ranked and certified candidates for promotion; or

(ii) any other appropriate source; and

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

SECTION 2. AUTHORITY TO MAKE RULES/REGULATIONS: The Employer maintains the right and authority to make rules and regulations. The employer has chosen not to negotiate over the substance of any subjects set forth in section 7106(b)(1) matters of title 5 United States Code. This includes the numbers, types and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work.

SECTION 3. NOTIFICATION OF RIGHTS: The Employer will annually inform employees of their representational rights.

ARTICLE 8 –LABOR ORGANIZATIONS OFFICIALS

SECTION 1. RECOGNITION: The Employer will recognize the elected officers and stewards duly designated by the Labor Organizations as Labor Organizations officials.

SECTION 2. DESIGNATION OF OFFICIALS: The Labor Organizations will prepare and submit to the HRO current listings of all duly elected or appointed Labor Organizations Officers and authorized stewards on a yearly basis or as changes occur, but no later than ten (10) business days after a change has been made.

SECTION 3. ASSOCIATION PRESIDENTS: The representatives of the Labor Organizations for administration and implementation of this agreement are the President, Bluegrass Chapter and President, Long Rifle Chapter, Association of Technician Employees for their specific chapters, or other elected officials in descending order.

SECTION 4. OBLIGATIONS OF OFFICIALS: The Labor Organizations Officers and stewards are obligated to:

- a. Conduct all internal business of the Labor Organizations during non-duty hours;
- b. Make a diligent and serious attempt to resolve issues at the lowest level possible; and
- c. Review the facts and determine if the employee has a bona fide grievance.

SECTION 5. OTHER ASSOCIATION REPRESENTATIVES: Non-employee representatives of the Labor Organizations, as designated in writing by the National, Bluegrass, or Association of Civilian Technicians (ACT) Chapter of the Association, will be allowed to visit Kentucky National Guard facilities with not less than a five (5) business day notice prior to arrival. The following information and procedures will be coordinated with HRO by a local Labor Organizations Official:

- a. Name of visitor;
- b. Association position held;
- c. Expected time of arrival and approximate duration of stay; and
- d. General reason for visit.

SECTION 6. FORMAL DISCUSSIONS: The Employer agrees to provide the Union the opportunity to be represented at formal discussions between the Employer and employees concerning grievances, personnel policies and practices, and other matters affecting general condition of employment of employees. The Union's right to be present does not extend to informal discussions between an employee and supervisory personnel. Informal discussions include, but are not limited to: daily work performance and routine communications between employer and employee

ARTICLE 9 – TAXPAYER FUNDED UNION TIME (TFUT)

SECTION 1. GENERAL: With prior supervisory approval, union representatives may request and be granted reasonable amounts of Taxpayer-Funded Union Time (TFUT) under the provisions of 5 USC 7131(a) and (c). Individual employees shall spend at least 75% of their paid time each year performing agency business,

SECTION 2. REQUESTING PROCEDURES: All requests for TFUT must be approved in advance and for the purposes specifically authorized by management.

a. Requests will be submitted by the employee directly to their immediate supervisor using the Appendix B, TFUT request form and will record such time in ATAAPS (or the time management software in use at the time of request).

b. On the form the requestor will state their name, job title, date, phone number destination, time of departure, estimated time of return, identify the specific purposes for which the time will be used and provide sufficient detail to identify the tasks the employee will perform. This information will allow the authorizing official to determine whether the requested time is reasonable, necessary and in the public interest to accomplish the identified task(s).

c. If the request cannot be accommodated due to mission requirements, the representative will be informed of the earliest possible time when the employee will be able to leave their work site.

d. The union representative will be available for call back due to mission requirements.

e. The TFUT request form will be submitted by the supervisor to HRO not less than once a pay period. A separate advance authorization will be required for any use of TFUT in excess of previously authorized hours or for purposes for which time was not previously authorized. Representatives are responsible for accurately recording TFUT in the appropriate pay and attendance program for pay purposes.

SECTION 3. LIMITS: TFUT requested for representative purposes under 5 USC 7131(d), combined with approved or anticipated time under provisions of 7131(a) or (c), shall not exceed an aggregate total of one hour, per member of the bargaining unit, per fiscal year (as calculated by a count of bargaining unit employees during the first full pay period in October of each fiscal year). Once this calendar limit is reached, representatives may not use TFUT under provisions of 7131(d).

SECTION 4. ADMINISTRATIVE HEARINGS: If a Representatives of the union is summoned to appear in an administrative hearing (i.e., FLRA, FSIP, MSPB), the representative will be granted TFUT for that purpose provided the time occurs during the representatives scheduled tour of duty. Serving in this capacity cannot result in a requirement for compensatory

time or overtime. An employee witness who has direct knowledge of the circumstances and factors bearing on the case will be in a regular duty status.

SECTION 5. PROHIBITED USE: Union representatives may not use TFUT to prepare or pursue grievances (Including arbitration of grievances) brought IAW the procedures of this CBA on behalf of another employee. Employees may be granted TFUT to prepare for or present a grievance on their own behalf, to appear as a witness in a grievance proceeding, or to challenge and adverse action taken against the employee in retaliation for federally protected whistleblower activity.

a. Employees are prohibited from using TFUT to engage in lobbying activities to include those that are either in support or in opposition to any legislation or appropriation of Congress.

b. TFUT will not be granted for conducting internal union business, collection of dues, preparation of dues withholding forms, solicitation of membership, solicitation of grievances, campaigning for the union elected office, or distribution of Labor Organizations material. Such activities will be performed in a non-duty status.

SECTION 6. OBLIGATIONS OF OFFICIALS: Union officials may request annual leave and/or leave without pay to assist employees in filing grievances under the negotiated grievance procedures or may assist those employees during non-duty hours.

a. Any travel or other expenses associated with performing representational duties will be the responsibility of the union.

b. Employees will not be reimbursed for expenses incurred during TFUT while conducting non-agency business unless required by law.

c. Employees who use TFUT without advance written agency authorization, or for purposes not specifically authorized shall be considered Absent Without Leave (AWOL) and subject to discipline.

SECTION 7. REPRESENTATIVE TRAINING: Union officials may provide two weeks advance request to the HRO to attend representative training (if the calendar year limit has not been reached). The request for TFUT will be in coordination with the immediate supervisor and will include the dates of the training, the names of attendees and the agenda. The agency will consider the request by determining if the time is reasonable, necessary, and in the public interest in accordance with 5 USC 7131(d).

SECTION 8. CONTRACT NEGOTIATIONS: Negotiating team members for the union will be entitled to TFUT up to the number of members of the agency negotiation team provided the bargaining unit employees are otherwise in a duty status. This included TFUT for such things as preparations, contract related activities between sessions, including any third party proceedings and negotiations, and travel to and from any of the above in accordance with 5 USC 7131(a). A

union representative cannot receive any type of compensation or premium pay (overtime, compensatory time etc.) for hours performing union representational duties that occur outside of their scheduled tour of duty. While work schedules may be adjusted to incorporate the hours of the negotiations into a work schedule, should negotiations go outside of those hours the employee cannot be legally compensated for those hours.

ARTICLE 10-ANNUAL LEAVE

SECTION 1. GENERAL PROVISIONS: Employees will earn, accrue, and use annual leave in accordance with applicable laws and regulations. Annual leave will be charged in 30-minute increments. The use of annual leave is an entitlement of the employee, subject to the leave being scheduled and approved in advance.

SECTION 2. SUBMISSION REQUIREMENTS: All annual leave requests will be submitted at least fourteen (14) calendar days in advance, unless leave is required due to a valid personal or family emergency situation. Requests for annual leave will be submitted in accordance with policies established by the employer.

Requests for unscheduled annual leave will be held to a minimum, except for valid personal or family emergency situations. When circumstances arise requiring the use of annual leave not previously approved, the employee may not presume automatic approval of requests for annual leave. The employee must contact their supervisor via telephone, or speak with him/her in person, to request and obtain approval of the use of annual leave within thirty minutes before the beginning of the employee's scheduled tour of duty. If the immediate supervisor is not available, the next level supervisor will be contacted. Telephone calls from other than the employee themselves will not meet the requirements of this notification. Employees may not use texts or emails for this required contact unless specifically authorized by their supervisor. If there is doubt as to the validity of the emergency request, the supervisor may require the employee to submit documentation to support the approval of leave for that purpose. The employer reserves the right to disapprove a request for emergency annual leave and may place the employee in an AWOL status. This status may be changed to approved leave if the employee provides acceptable justification, as determined by the supervisor, for the absence upon return to duty. Emergency leave requests will be considered on an individual basis.

SECTION 3. CANCEL/RESCHEDULING: The Employer reserves the right to cancel previously scheduled or requested annual leave in accordance with appropriate laws and regulations when a work requirement necessitates such action. The supervisor will notify the employee(s) affected as soon as possible after a situation develops which requires rescheduling or cancellation of leave and will provide the employee(s) specific reasons as to the need for these actions. Employees whose leave is canceled under this section may reschedule their leave in accordance with Section 2, of this Article.

SECTION 4. DISCIPLINARY ACTION: Failure to obtain approval for use of annual leave as established by this Article may result in the employee being charged absent without leave and appropriate disciplinary action being initiated.

ARTICLE 11 – SICK LEAVE

SECTION 1. GENERAL PROVISIONS: Employees will earn, accrue, and use sick leave in accordance with applicable laws and regulations. Sick leave will be charged in 30-minute increments, and is subject to the approval of the appropriate supervisor or designee.

SECTION 2. SUBMISSION REQUIREMENTS: Employees must personally contact their supervisor via telephone to obtain approval of the use of sick leave within thirty minutes before the beginning of the employee's scheduled tour of duty. If the immediate supervisor is unavailable, the next level supervisor or designee will be contacted. Employees will not presume their request for sick leave is approved by merely leaving a message for their supervisor, they must speak with him/her. Telephone calls from other than the employee themselves will not meet the requirements of this notification unless the employee is incapable of calling themselves. Employees may not use texts or emails for this required contact unless specifically authorized by the supervisor. Upon returning to work after an injury or illness, it is the employee's responsibility to inform his/her supervisor of any medical condition (including use of medications) which may affect the employee's ability to perform their assigned duties or would impact the health, safety, and security of others.

SECTION 3. FAMILY CARE OR BEREAVEMENT: Employees requesting Sick leave for medical appointments that cannot otherwise be scheduled outside the employee's tour of duty will submit sick leave requests to their supervisor not less than 14 days in advance of the planned sick leave. The Employer will approve, disapprove, and/or adjudicate leave requests as required and resolve schedule conflicts. Employees may be required to provide medical documentation showing they attended an appointment.

1. In accordance with Title 5, Code of Federal Regulations (CFR), section 630, an employee may use up to 104 hours (13 days) of sick leave per leave year for Family Care or Bereavement. This leave may be used to:

a. Provide care for a family member, as referenced in Office of Personnel Management (OPM) Guidance, who is incapacitated as a result of physical or mental illness, injury, pregnancy, or childbirth;

b. Attend to a family member receiving medical, dental, or optical examination or treatment;

c. Provide care for a family member who would, as determined by the health authorities having jurisdiction or a licensed health care provider, jeopardize the health of others by that family member's presence in the community because of exposure to a communicable disease;

d. Or make arrangements necessitated by the death of a family member or attend the funeral of a family member.

An employee is entitled to use up to 12 weeks (480 hours) of sick leave each leave year to provide care for a family member with a serious health condition. If the employee previously used any

portion of the 13 days of sick leave for general family care or bereavement purposes in a leave year, that amount must be subtracted from the 12-week entitlement. If an employee has already used 12 weeks of sick leave to care for a family member with a serious health condition, he or she cannot use an additional 13 days in the same leave year for general family care purposes. An employee is entitled to no more than a combined total of 12 weeks of sick leave each leave year for all family care purposes.

SECTION 4. MEDICAL DOCUMENTATION: Periods of absence on sick leave in excess of three (3) consecutive work days must ordinarily be supported by a medical certificate to be filed upon return to duty. In lieu of a medical certificate and at management's sole discretion, an employee's signed statement explaining the nature of his/her illness may be accepted when it is unreasonable to require a medical certificate because the illness does not require the services of a physician or other extenuating circumstances considered valid by the approving official. In accordance with 5 CFR § 630.405, management may also require a medical certificate or other administratively acceptable evidence for an absence of any duration when management determines it is necessary. An employee must provide administratively acceptable evidence or medical certification for a request for sick leave no later than 5 calendar days after the date the agency requests such medical certification. An employee who does not provide the required evidence or medical certification within the specified time period may not be entitled to sick leave. Administratively acceptable medical documentation will typically include date(s), time(s), and duration of medical appointments, date(s) of incapacitation and the medical reason why the employee was incapacitated.

ARTICLE 12 – OTHER TYPES OF LEAVE

SECTION 1. GENERAL PROVISIONS: Employees may request and use annual leave, sick leave, and leave without pay as a result of their own illness, or the illness of others, or for other purposes as prescribed by applicable laws and regulations, such as the Family and Medical Leave Act (FMLA) and Title 5, CFR, section 630.

SECTION 2. LWOP: Granting LWOP is a matter of supervisory discretion and may be limited by agency internal policy. Employees, however, have an entitlement to LWOP in the following situations:

a. The Family and Medical Leave Act of 1993 (FMLA) (Public Law 103-3, February 5, 1993), provides covered employees with an entitlement to a total of up to 12 weeks of unpaid leave (LWOP) during any 12-month period for certain family and medical needs. (See 5, CFR, part 630, subpart L.)

b. The Uniformed Services Employment and Reemployment Rights Act of 1994 (Pub.L. 103-353) provides employees with an entitlement to LWOP when employment with an employer is interrupted by a period of service in the uniformed service. (See 5, CFR 353.106.)

c. Executive Order 5396, July 17, 1930, provides that disabled veterans are entitled to LWOP for necessary medical treatment.

d. Employees may not be in a pay status while receiving workers' compensation payments from the Department of Labor.

e. Employees should be aware that LWOP affects their entitlement to, or eligibility for, certain federal benefits.

ARTICLE 13 – HOURS OF WORK

SECTION 1. SCHEDULING OF WORK:

a. The Employer and Labor Organizations agree that the facility/work centers will be operational and effectively manned Monday through Friday, 0800-1630 local standard time. The Employer has the right to continue all presently established work shifts (i.e. eight (8) ten (10) hour days, eight (8) nine (9) hour days – one (1) eight (8) hour day, and ten (10) eight (8) hour days) and to establish new work shifts as required by the mission.

b. The Employer retains the right to schedule irregular work shifts throughout the administrative work week, as mission dictates.

c. All work shifts may be covered through the use of split schedules; however, certain functional areas may be required to work a five (5)-day, eight (8)-hour schedule. The Employer will set work shifts to best accomplish the mission and within reason accommodate employee needs. To the extent possible, days off will be consecutive.

d. Employees will be notified no less than two (2) weeks in advance of a work shift change except when the head of an agency determines that the agency would be seriously handicapped in carrying out its functions or that costs would be substantially increased if such changes were not made. Shift changes will become effective as of the beginning of a pay period. A situation which imposes immediate and unforeseen work requirements as a result of a natural phenomenon or mission related circumstances beyond the Employer's reasonable control or ability to anticipate are excluded from the two (2) week notice requirement. Management agrees to consider individual requests for shift assignment changes.

SECTION 2. REST PERIODS: Employees may receive two 15 minute breaks on duty time during the duty day. One will be in the first half of the day and the second will be in the second half of the duty day. If an employee is scheduled to work less than four hours during a shift, he/she is not entitled to a break. Breaks on duty time will not be combined with non-duty lunch periods and will not be taken in conjunction with the start or end of the duty day. Employees are subject to assignment of work during breaks when mission workload, or customer support requirements dictates. An effort will be made to provide a break at a later time during that duty day; however, in rare circumstances, it may not be guaranteed.

SECTION 3. COMPENSATORY TIME: The Employer reserves the right to require employees to report for compensatory time and to recall employees back to work. The Employer and the Labor Organizations recognize a mutual responsibility for expeditious and efficient accomplishment of the mission, including the need for a willingness on the part of employees to be available when workloads require the assignment of compensatory time. IAW applicable laws, rules, and regulations such employees shall be granted appropriate compensation.

ARTICLE 14 – GRIEVANCE PROCEDURES

SECTION 1. GRIEVANCE DEFINED: A grievance means any complaint:

- a. By an employee concerning any matter relating to the employment of the employee;
- b. By the Labor Organizations concerning any matter relating to the employment of any employee; or
- c. By any employee, the Labor Organizations, or the Employer concerning:
 - (1) The effect or interpretation, or claim of breach, of this agreement; or
 - (2) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

SECTION 2. SCOPE: The negotiated procedure shall be the exclusive procedure for resolving grievances not excluded under Section 3. The negotiated procedure, notwithstanding the provisions of 5 USC 2302(b), shall be the exclusive procedure available to the Labor Organizations and the employees in the unit for resolving such grievances. However, any employee or group of employees may present such grievances to the Employer and have the Employer attempt to adjust them without the intervention of the Labor Organizations, as long as the adjustment is not inconsistent with the provisions of this agreement.

SECTION 3. EXCEPTIONS:

- a. Questions involving the interpretation of published agency policies above state level, provisions of law, or regulations of appropriate authorities outside the agency will not be subject to this grievance procedure, regardless of whether such polices, laws, or regulations are quoted, paraphrased, or cited in this agreement.
- b. Matters specifically excluded from the negotiated grievance procedure are:
 - (1) Any claimed violation relating to prohibited political activities (Hatch Act violations);
 - (2) Retirement, life insurance, or health insurance;
 - (3) A suspension or removal under Section 7532 (National Security) of Title 5, USC;
 - (4) Any examination, certification, or appointment specific to conditions of employment;
 - (5) The classification of any position which does not result in the reduction in grade or pay of an employee;
 - (6) Informal communications that do not lead to disciplinary actions: i.e., verbal counseling, admonitions, letter of instructions;

(7)The assignment of ratings and records;

(8)The award of any form of incentive pay, including cash awards, quality step increases; or recruitment, retention, or relocation payments;

(9) Resignation, termination or removal of temporary employees, termination of probationary or trial period employees;

(10) Any action under Title 5 Chapter 43 procedures to include removal an employee for unacceptable performance (to include any performance assistance period or similar informal period to demonstrate improved performance prior to the initiation of an opportunity period under section 4302(c)(6) of title 5, USC).

(11) The provisions of 32 USC 709(f)(4) are expressly excluded from the negotiated grievance procedure and binding arbitration. The foregoing language reserves to The Adjutant General the final level of appeal in those items covered by 32 USC 709(f)(4) as required by statute.

(12) Agency investigations into loss or damage to government appropriated property to include findings of pecuniary liability for damages to government property.

(13) Any matter appealable to the Merit Systems Protection Board;

(14) Complaints over which management has no obligation to consult with the union, any matter raised as an Unfair Labor Practice charge, and any matter not subject to the controls of management.

SECTION 4. GENERAL:

a. Every effort will be made by the Employer and the aggrieved party to settle grievances at the lowest possible level. The filing of a grievance shall not reflect unfavorably on an employee's good standing, performance, or loyalty as an employee of the federal government. Reasonable and necessary time will be allowed for the employee to prepare and present the grievance.

b. Employees may be represented by the Labor Organizations or choose to represent themselves in any grievance or appeal action. Resolution of grievances by unrepresented employees must be consistent with the provisions of this agreement.

SECTION 5. IDENTICAL GRIEVANCES: Where more than one (1) employee is pursuing an identical grievance, the Labor Organizations shall:

a. Select one (1) grievant and one (1) representative to pursue the grievance;

b. Provide a list of other grievants to the Employer; and

c. Agree to be bound, in all cases, by the outcome of the grievance of the selected grievant and representative.

SECTION 6. ESTABLISHED POLICIES: It is understood that an employee cannot file a grievance for the purpose of having an established policy, standard, or procedure changed; however, the Labor Organizations may file a grievance for the purpose of having an established policy, standard, or procedure changed.

SECTION 7. TIME PERIOD: Grievances must be directly addressed with the immediate supervisor or designee within fifteen (15) workdays after the point of discovery/awareness in order to be considered.

SECTION 8. GRIEVANCE PROCEDURES:

a. At any stage of the grievance procedure, the parties to the grievance may request mediation. Mutual consent is necessary. Mediation will be requested through the HRO.

b. Grievance procedures will be suspended during the mediation process. If mediation is successful, the grievance will be cancelled. If mediation is not successful, the grievance procedure will be reinstated at the level at which it was suspended.

c. Written grievances will be presented using the current chapter grievance form or letter format.

d. The employee or aggrieved party representative may provide the Labor Organizations a copy of the grievance. The management official who receives or files a written grievance will provide a copy to the Labor Relations Specialist in the HR office. HRO will notify the Labor Organizations of a filed grievance concerning bargaining unit members and the subject matter. The union official who receives or files a written grievance will provide a copy to the Labor Relations Specialist in the HR office.

e. If a resolution is not reached, the following procedure will be utilized:

(1) Step 1. Employee - Supervisor(s): The Employer and the Labor Organizations expect employees and supervisors to make a sincere effort to reconcile differences and resolve complaints at the lowest possible level. Labor Relations Specialist assistance may be requested, but is not required in this step. When such efforts fail, however, the following procedure is established for the settlement of grievances:

(i). A grievance will be addressed orally or in writing by the employee with the immediate supervisor. If addressed orally, the employee or their representative will follow up with the supervisor in writing stating the grievance within five (5) workdays.

(ii) The supervisor will render a decision, in writing, to the employee within five (5) workdays of written notification of the grievance. The date of delivery of the grievance does not count in the five (5) workday limit.

(iii). The employee has five (5) workdays to reject, in writing, the immediate supervisor's decision. If the employee fails to respond within five (5) workdays, acceptance of the supervisor's decision is assumed.

(iv). If rejected or no decision by supervisor, proceed to Step 2.

(v). If either party is unable to respond due to unforeseen circumstances, additional time may be allotted in writing.

(2) Step 2. Employee - Supervisory Chain: The management official who receives or files a written grievance will provide a copy to the Labor Relations Specialist in the HR office.

(i). If the grievance is not resolved in Step 1, the employee may present the grievance in writing to the next level supervisor within five (5) workdays. The original written grievance and all responses and rejections will be provided to the next level supervisor.

(ii). Within five (5) workdays of the date of delivery of the grievance, the supervisor may meet with the aggrieved employee and the Labor Organizations representative, if applicable, to discuss and attempt to resolve the grievance. The supervisor will provide a written decision within five (5) workdays.

(iii). The employee has five (5) workdays to reject, in writing, the supervisor's decision. If the employee fails to respond within five (5) workdays, acceptance of the supervisor's decision is assumed.

(iv). If rejected, proceed to next supervisory level and repeat Step 2. When next supervisory chain is TAG level, proceed to Step 3.

(3) Step 3. Employee - The Adjutant General:

(i). If the grievance is not resolved in Step 2, the employee or Labor Organizations Representative, if applicable, may within five (5) workdays present the grievance in writing to The Adjutant General. The original grievance, along with all supervisor responses, and the employee's rejections will be presented to The Adjutant General.

(ii). The Adjutant General will render a written decision within twenty (20) workdays from receipt of the grievance. The decision of The Adjutant General is final, unless arbitration is invoked.

SECTION 9. TIME LIMITS: If the prescribed time limits are not observed by the grievant or the Labor Organizations representative, then the grievance will be terminated. If the Employer fails to meet the prescribed time limits, the grievance automatically will advance to the next step. However, the prescribed time limits set forth will be extended by written mutual agreement for valid cause (i.e. awaiting requested information, TDY, schools, etc.) provided such extension is requested prior to the expiration of the prescribed time limits.

SECTION 10. TERMINATION: A grievance will be canceled/terminated under the following conditions:

- a. At the request of the aggrieved party at any time; or
- b. Upon death of the aggrieved employee unless the grievance involved a question of pay and/or benefits.

SECTION 11. UNRESOLVED ISSUES: Disagreements as to whether a subject is grievable may be referred by mutual consent to non-binding mediation or an arbitrator IAW Article 15 of this agreement for determination.

SECTION 12. PROCEDURES FOR GRIEVANCE PRESENTED BY LABOR ORGANIZATIONS OR THE EMPLOYER: Problems involving the interpretation and application of this agreement, law, or policy between the Employer and the Labor Organizations, including grievances that affect all bargaining unit employees, will be resolved as follows:

a. Grievances submitted by the Employer will be in writing and addressed to the appropriate president of the respective Association of Civilian Employees.

b. Grievances submitted by the Labor Organizations will be in writing and addressed to: Human Resources Officer, 100 Minuteman Parkway, Frankfort, Kentucky 40601-6168.

c. The written grievance will specify the section or sections of the agreement, law, or policy alleged to have been misinterpreted or misapplied, the nature of the incident, and the desired corrective action by the grievant.

d. The party to whom the grievance was submitted will inform the other party of its decision regarding the grievance within ten (10) workdays following receipt of the initial correspondence. If the grievance is not resolved satisfactorily it will be forwarded to TAG for decision.

e. The ten (10) workday prescribed time limit in this section may be extended by mutual agreement for valid cause, provided such extension was requested prior to the expiration of the original time limit.

f. TAG will render decision within twenty (20) workdays. TAG's decision is final unless arbitration is invoked IAW Article 15.

SECTION 13. UNFAIR LABOR PRACTICE (ULP): An unfair labor practice issue, which can be raised under a negotiated grievance procedure and those which can be raised under an agency grievance procedure, may be processed under whichever is appropriate or may be processed under the procedures set forth in Chapter 71 of Title 5 USC, at the discretion of the aggrieved party. No unfair labor practice charge, complaint, grievance, or appeal involving the same individual(s) and substantially the same facts, will be processed under more than one (1) procedure either concurrently or sequentially.

SECTION 14. RIGHT TO INFORMATION: Both parties are required to share all documents, reports, and evidence pertaining to the grievance prior to arbitration IAW applicable laws. All information will be considered privileged and confidential and will not be used for any other purpose except for invoking arbitration. If the document is sensitive or contains PII it must be redacted.

ARTICLE 15 – ARBITRATION

SECTION 1. GENERAL: Prior to entering arbitration, upon agreement from both parties, mediation, Alternate Dispute Resolution (ADR), or other resolution avenues are strongly encouraged to resolve the issue. A grievance or dispute involving the interpretation and application of or compliance with this agreement not satisfactorily settled under Article 14 (Grievance Procedures) may be submitted to arbitration unless otherwise provided for in this agreement. Actions taken pursuant to the provisions of 32 USC 709(f)(4) as amended, and Office of Personnel Management regulations are expressly excluded from binding arbitration.

SECTION 2. NOTIFICATION: Only the Employer or the Labor Organizations may invoke arbitration. An employee grievance arbitration may be invoked by the Labor Organizations, only with the approval of the employee, unless the grievance applies to other employees in the work force. Submission will be in writing and be delivered to the appropriate party not later than thirty (30) calendar days from the date of decision under Article 14 (Grievance Procedures).

SECTION 3. SELECTION OF ARBITRATOR: Within ten (10) workdays after date of receipt of an arbitration request, the parties will jointly request the Federal Mediation and Conciliation Service (FMCS) to submit a list of seven (7) impartial persons qualified to act as arbitrators. Either party may require that the request to the FMCS state that each of the seven (7) persons must be a lawyer, if allowed by FMCS. The parties will meet within ten (10) workdays after receipt of the list. If the parties cannot mutually agree upon one of the listed arbitrators, the Employer and the Labor Organizations will alternately strike one arbitrator's name from the list of seven (7) until a single name remains on the list. The Labor Organizations will strike first and the sole remaining name will be the selected arbitrator. Both parties agree that an arbitrator cannot be selected unless they are willing to register in the appropriate agency programs necessary to receive payment. If the selected arbitrator refuses, both parties will select the last name stricken prior to the final selection.

SECTION 4. MEETING PLACE: To the extent possible, the arbitration hearing will be held at a place mutually determined by the Employer and the Labor Organizations. The arbitration hearing or inquiry will be held during the regular day shift hours of the basic workweek.

SECTION 5. UNRESOLVED ISSUES: Questions that cannot be resolved by the parties as to whether or not a grievance is on a matter subject to arbitration under this agreement will be referred to an arbitrator as a threshold issue for resolution at the discretion of the aggrieved party.

SECTION 6. TRAVEL EXPENSES: Each Labor Organizations representative who is an employee of the Employer and each employee of the Employer who is designated by the Labor Organizations as a hearing witness will be entitled to payment, IAW the JTR, of travel expenses for potential or actual participation in the arbitration hearing.

SECTION 7. ARBITRATION FEES:

a. The cost for obtaining the list of arbitrators will be borne by the party filing the grievance. Arbitration fees shall be divided by the Technician Association and the Employer. If the arbitrator findings are split, the fees are divided evenly between the Technician Association

and the Employer. If the arbitrator findings are completely in favor of one party, that party pay 25% of the fees and the other party pays the remaining 75%.

SECTION 8. ISSUES: The arbitrator is bound by written issues submitted by the parties. If the parties cannot agree and different issues are forwarded that are not resolved at the arbitrator's hearing, the arbitrator will frame the issue to be resolved within the confines of the written grievance. The arbitrator will send the interpretation of the issue(s) back to both parties for approval.

SECTION 9. MODIFICATION: The arbitrator's award will not add to, detract from, or modify the terms of this agreement but is binding. However, either party may file an exception to an award with the Federal Labor Relations Authority under applicable regulations and procedures. The party taking exception will assure notification to the other party, including service of applicable documents as required by regulation or procedures.

SECTION 10. DECISION: The arbitrator will be requested to render their award within thirty (30) calendar days after the conclusion of the hearing, unless the parties otherwise agree. The arbitrator's decision will be furnished to the Employer with a copy to the Labor Organizations. Such decision shall be final and binding on all parties concerned except when modified by the Federal Labor Relations Authority, upon an exception filed by either party. Exceptions must be filed within thirty (30) calendar days after the date of service of the award.

SECTION 11. APPEAL: In the event a monetary award by an arbitrator is appealed, by either party, to the Authority or Comptroller General, the award will be stayed or delayed until final ruling of the Authority or Comptroller General is received.

ARTICLE 16 – UNFAIR LABOR PRACTICE NOTIFICATION

SECTION 1. NOTICE: In order to resolve problems at the lowest level, the Labor Organizations and the Employer will honor a ten (10) workday pre-charge notice period prior to filing any unfair labor practice charge, unless honoring this period would preclude the filing of a timely charge. The ten (10) day working period will commence on date of receipt. Within the ten (10) day working period, the Labor Organizations and the Employer will attempt to resolve the problem by determining applicability and identifying key issues, events, or alleged offenders so as to allow for corrective action and the elimination of any unfair labor practice, action, or condition. This time period may be extended by mutual agreement of both parties.

SECTION 2. METHOD: The notification of pre-charge will be provided in writing by the Labor Organizations to the HRO or by the Employer to the president of the respective chapter. The notification will include:

- 1) The exact section of the statute which is alleged to be violated;
- 2) A clear and concise statement of facts concerning the alleged violation;
- 3) The date, time, and place of the incident, in applicable; and
- 4) The relief sought.

ARTICLE 17 – DISCIPLINARY AND ADVERSE ACTIONS

SECTION 1. AUTHORITY: Disciplinary and Adverse Actions will be consistent with applicable laws and regulations and will be taken to promote the efficiency of the service.

SECTION 2. UNION REPRESENTATION: It is the employee's responsibility to request representation if they reasonably believe that an examination may result in disciplinary action.

ARTICLE 18-REDUCTION IN FORCE (RIF)

SECTION 1. PROCEDURES: The Employer agrees the following procedures will be used in the accomplishment of a Reduction-in-Force (RIF):

a. The Union will be informed in writing of an impending RIF as early as possible.

b. The notice to the union will include the reason(s) for the RIF; the approximate number and types of positions possibly effected; and the planned effective date of the action.

SECTION 2. STATUTORY RIGHTS: The Employer agrees employees effected by RIF will be afforded all applicable statutory and regulatory rights and privileges. ,

SECTION 3. PRIORITY PLACEMENT: The Employer agrees eligible Employees have the right to be registered in the Employer's Priority Placement Program in accordance with applicable regulations.

ARTICLE 19- PLACEMENT ACTIONS

SECTION 1. GENERAL PROVISIONS: Actions will adhere to all applicable rules, regulations and hiring practices (governed by National Guard Bureau (NGB) the Office of Personnel Management [OPM], and Merit Promotion Plan).

SECTION 2. POLICY: Actions taken under the Merit Promotion and Placement Plan and, whether identification, qualification, evaluation, or selection of candidates or any other phase of the promotion and placement process, will be made without bias for any reason. In accordance with applicable laws, regulations, policy and this plan, management makes determinations/decisions regarding how positions will be filled from all available sources. Vacancies are filled by selection from among the best qualified candidates available, based on application of merit principles without regard to such factors as: political, religious, or Labor Organizations affiliation or non-affiliation, marital status, race, color, sex (except where military requirements limit fill of the position), national origin, non-disqualifying physical disability, genetic information,, or age; to ensure that qualified applicants receive equitable consideration for positions filled under competitive processes. Disputes arising out of failure to follow applicable rules and regulations and hiring practices will be processed in accordance with the negotiated grievance procedure. Non-selection is excluded as a grievable matter.

SECTION 3. MANAGEMENT RIGHTS: Nothing in this article, either implied or expressed, will affect the authority of the Employer to fill positions from among properly ranked and certified candidates for promotion or from any other appropriate source, in accordance with applicable rules and regulations.

ARTICLE 20 – DUES WITHHOLDING

SECTION 1. ELIGIBILITY: The Employer agrees that employees of the bargaining unit may authorize the payment of their dues to the Association of Technician Employees through payroll withholding by the Defense Civilian Pay System (DCPS). Employees who are excluded from the bargaining unit are not eligible for payroll withholding.

SECTION 2. SCOPE: Employees have the right to make a voluntary allotment from their pay for the payment of dues to the Labor Organizations, as well as the right to revoke such allotment if they so desire.

SECTION 3. ADMINISTRATION: Where such allotment has been made by an employee, dues will be withheld from their pay each pay period except that no dues will be withheld for any pay period in which the net salary wages, after other legal and required deductions, is insufficient to cover the amount of the allotment for dues.

SECTION 4. PROCEDURES:

- a. The Labor Organizations are responsible for procuring the prescribed allotment form (Standard Form 1187), distributing the form to its members, and certifying as to the percent of dues.
- b. Normally, dues withholding will begin no later than one (1) pay period after payroll office receives the verified SF 1187.
- c. The union representative will receive a verification once the SF 1187 has been received and processed.

SECTION 5. TERMINATION: An allotment will be terminated when the employee leaves the bargaining unit as a result of any type of separation or promotion to a supervisor position, upon loss of exclusive recognition by the Labor Organizations, when the provisions providing for dues withholding are suspended or terminated by an appropriate authority outside the Department of Defense, or when the employee is suspended or expelled from the Labor Organizations. The allotment suspended by a temporary promotion will be restarted by the Employer when and if the employee returns to a bargaining unit position.

SECTION 6. ASSOCIATION NOTIFICATION: The respective Labor Organizations President will promptly notify the respective finance office when a member who has authorized dues withholding is suspended or expelled from the Labor Organizations.

SECTION 7. REVOCATION: Employees have the option of dues revocation as follows:

- a. Individuals will submit a completed SF 1188. The Agency will provide the Labor Organizations, within five (5) working days, a signed copy of the SF 1188.
- b. New dues paying bargaining unit members have the option of dues revocation twelve (12) months after their initial allocation. Dues revocation will become effective the first full pay period after the anniversary date.

SECTION 8. GOVERNING DIRECTIVE: The respective finance office will process and administer dues withholding allotments as prescribed by applicable directives and this agreement. Management will make a concerted effort to adjust payroll deduction of dues by the payroll office within two (2) pay periods after employee's new rate of pay takes effect.

ARTICLE 21 – FACILITY USE AND EMPLOYER SERVICES

SECTION 1. EMPLOYER SERVICES:

a. Quarterly Listing of Unit Members: The HRO will provide the Labor Organizations quarterly a listing of the names of all employees and office symbol within the collective bargaining unit.

b. Regulations: Local regulations and policies will be available online.

c. Publications Library Access: All employees are authorized access to the publications maintained by HRO.

ARTICLE 22 – DURATION AND TERMS OF AGREEMENT

SECTION 1. TERM: This agreement will take effect upon the date of Department of Defense approval (Head of the Agency) or as otherwise provided by Chapter 71 of Title 5 USC and will remain in full force and effect for five (5) years from such date. If the final agency head decision is that one or more sections of the agreement are disapproved or otherwise deemed nonnegotiable, those sections will be severed from the remainder of the labor management agreement and all other sections of the agreement will go into effect.

SECTION 2. ENTIRE AGREEMENT: This contract contains the entire agreement between the parties and cannot be renegotiated or reopened except as provided herein.

SECTION 3. AGREEMENT DURATION, EXPIRATION, AUTOMATIC RENEWAL, EXTENSION DURING RENEGOTIATIONS

a. The duration of this agreement, or any portion thereof, will be from its effective date to the end of the expiration date stated below in paragraph b.

b. This agreement expires at the end of five (5) years after the approval date as stated on the signature page, unless before then the Federal Labor Relations Authority issues a final decision terminating exclusive recognition, in which case the agreement expires on the date of that decision.

c. If during the period that is not more than 105 days and not less than sixty (60) days before the expiration of this agreement neither party notifies the other in writing that it desires to negotiate a new agreement, this agreement automatically will be renewed for one year. The date referred to in paragraph b will be the renewal date of this agreement. Any automatic renewal of this agreement will expire at the end of the renewal date in the last month of the automatic extension.

d. If during the period that is not more than 105 days and not less than sixty (60) days before the expiration of this agreement a party notifies the other in writing that it desires to negotiate a new agreement, this agreement automatically will be renewed effective on the start of the renewal date following the notice of desire to negotiate and will expire at the end of the renewal date that is one (1) year later.

SECTION 4. REQUIREMENTS OF LAW: It is understood that if a particular provision of this agreement is subsequently found to be contrary to the requirement of law, Chapter 71 of Title 5 USC, 32 USC 709, other laws and case law, or regulations of appropriate authorities, such provisions of this agreement will be deemed void and unenforceable. In such event, the parties agree to meet within fifteen (15) calendar days to determine whether or not negotiations are appropriate. Any resulting changes or amendments must be approved by the Department of Defense.

SECTION 5. AGREED UPON AMENDMENTS:

a. This agreement may be amended or supplemented during its life by any of the following procedures:

(1) Either party may require negotiations to amend no more than five (5) articles of this agreement if written notice identifying the articles proposed to be amended is provided to the other party no earlier than sixteen (16) months and no later than eighteen (18) months after the date this agreement was executed.

(2) At any time, by mutual consent, for the purpose of amending or supplementing this agreement.

b. When a party by written notice requires negotiations to discuss matters contained within this article, the other party will agree to meet within thirty (30) days after the notice to negotiate ground rules, unless the notifying party consents to meet later.

c. An amendment or supplement to the agreement will have the same expiration date as the other provisions of this agreement.

SECTION 6. RIGHTS: When the parties negotiate, neither party will be compelled to agree to any specific proposals advanced during the negotiations or required to make a concession on any specified matters.

APPENDIX A

GLOSSARY

ACT – Association of Civilian Employees
ATAAPS – Automated Time and Attendance Production System
AWOL – Absent Without Leave
DCPS – Defense Civilian Pay System
DOD – Department of Defense
HRO – Human Resources Office
IAW – In Accordance With
MOA – Memorandum of Agreement
MOU – Memorandum of Understanding
NG – National Guard
NGB – National Guard Bureau
OPM – Office of Personnel Management
TAG – The Adjutant General
TFUT-Taxpayer Funded Union Time
ULP – Unfair Labor Practice
USC – United States Code

APPENDIX B
Taxpayer-Funded union Time (Official Time) Request Form

Pursuant to Section 4(b) of Executive Order 13837, employees may not use taxpayer-funded union time without advance written authorization from their agency, except where obtaining prior approval is deemed impracticable under regulations. Any employee who uses taxpayer-funded union time without advance written agency authorization, or for purposes not specifically authorized by the agency, shall be considered absent without leave and subject to appropriate disciplinary action.

For continuing or ongoing requests, requests for authorization renewals will be required to be submitted not less than once per pay period. A separate advance authorization will be required for any use of taxpayer-funded union time in excess of previously authorized hours or for purposes for which such time was not previously authorized. Representatives/employees are responsible for accurately recording union time on their time and attendance for pay purposes. Supervisors are responsible for managing taxpayer-funded union time and accurately certifying time in accordance with DoD policy and Federal law.

Part 1: To be completed by the representative/employee requesting taxpayer-funded union time and submitted in advance to the supervisor/manager.

Name:

Job Title:

Date:

POC Phone:

Specific Location of union time:

Purpose (Check Applicable)

- Term Negotiations (BA) § 7131(a) Mid-Term Negotiations (BA) § 7131(a)
- Dispute Resolution proceedings before FLRA during time employee would normally be in a Duty status (BK) § 7131(c)
- Employee initiated grievance. Preparing for or conferring with exclusive representative regarding a grievance or presenting a grievance brought on the employee's own behalf (BD) § 7131 (d)
- Appearing as a witness in any grievance proceeding (BD) § 7131 (d)
- Employee challenging an adverse personnel action taken against the employee in retaliation for engaging in federally protected whistleblower activity. (BD) § 7131 (d)
- Preparing for term or mid-term bargaining, formal meetings or representational activities authorized under (BD) § 7131(d)

NOTE: "B" codes are those codes associated with certain time and attendance systems that utilize those codes.

While providing enough detail to identify the tasks the representative/employee will undertake; what are the specific purposes for which such union time will be used?

Time Requested

1. How many taxpayer funded union hours are being requested?

2. What is the requested start date and time for the hours?

Requesters Signature

Part 2: To be completed by authorizing supervisor/manager.

Approved

Disapproved

Yes

No

1. Has representative/employee performed 75% of paid time (FY to date), performing agency business?

2. Are the number of hours requested, within the total amount of hours authorized by the agency for the fiscal year?

3. Is the amount of time considered for approval; reasonable, necessary, and in the public interest?

Explanation of disapproval:

Alternative date/time approved by supervisor/manager if operational needs does not allow representative/employee to use union time as requested:

Date:

Time:

Supervisor First Name

Supervisor Last Name

Supervisor Signature:

Time Out

Time In

Total Union Time Used

Union Time Used FY to date § 7131(a)&(c)

Union Time Used FY to date § 7131(d)

IN WITNESS WHEREOF, the parties hereto have entered into this agreement on this 1st day
of April 2020.



