

**AGREEMENT
BETWEEN
THE ADJUTANT GENERAL
OF
MASSACHUSETTS
AND
THE NATIONAL ASSOCIATION OF
GOVERNMENT EMPLOYEES
LOCAL R1-154
ARMY NATIONAL GUARD TECHNICIANS**



2015-2018

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GLOSSARY

If not included below, terms used in this Agreement are accorded their common usage or dictionary definitions.

AGENCY: Department of Defense, Department of the Army, National Guard Bureau or The Adjutant General, as appropriate.

DISCUSSION: A process whereby either party expresses its views to the other party for consideration provided the subjects discussed are within the scope of bargaining.

DUAL STATUS: An employee hired under the provision of Title 32 U.S. Code, Section 709(f) ,known as the Technician Act of 1968, who must maintain military membership as a condition of employment.

DUES: The regular periodic amount required to maintain a member in good standing in the employee organization.

ELIGIBLE EMPLOYEE: A permanently employed technician who is a member of the bargaining unit in which the labor organization has been accorded exclusive recognition and whose net salary after other legal and required deductions is regularly sufficient to cover the amount of an authorized allotment for Union dues.

EMERGENCY: An unforeseen combination of circumstances or the resulting state that calls for immediate action as identified or defined by the employer.

EMPLOYEE: Permanent, Tenure I or Tenure II bargaining unit technician personnel of the Massachusetts Army National Guard.

EMPLOYER: The Adjutant General, as outlined in Title 32 U.S. Code, Section 709(f), known as the Technician Act of 1968, his management officials, supervisors, and other representatives of management having authority to act for The Adjutant General in matters governed by Chapter 71 of Title 5 U.S. Code, hereinafter referred to as the Statute.

FAMILY MEMBER: Spouse and their parents, children, parents, siblings, their spouses, and anyone related by blood or affinity whose relationship to the employee is the equivalent of a family relationship.

FORMAL MEETING: A meeting between management and one or more member of the bargaining unit where the subject is policies, practices or working conditions.

GRIEVANCE: A grievance is any complaint by any bargaining unit technician which concerns policies, practices or working conditions.

HE/HIM/HIS: As used throughout this Agreement, the words "he", "him" and "his" include both the masculine and feminine genders unless otherwise specifically stated.

LABOR ORGANIZATION: NAGE Local R1-154.

MANAGEMENT: See EMPLOYER.

NEGOTIATIONS: A good faith effort between the employer and the labor organization to reach an agreement wherein neither party is required to make concessions.

NON-DUAL STATUS EMPLOYEE: An employee hired under the provisions of Title 32 U.S. Code, Section 709(f), known as the Technician Act of 1968, who is exempt from the provision of Military membership.

THE AUTHORITY: The Federal Labor Relations Authority or FLRA.

THE STATUTE: Chapter 71 of Title 5 U.S. Code.

UNION: See LABOR ORGANIZATION.

UNION OFFICERS: Elected Officials of NAGE, Local R1-154 who are identified in writing by the union to the employer.

UNIT: The bargaining unit certified by the FLRA on 8 October 1980.

UNION STEWARDS: Legal representatives appointed or elected by the labor organization.

Note: Any information on websites referenced in this contract can be accessed via the Massachusetts National Guard Knowledge Online website: (<https://states.gkoportal.ng.mil/states/ma/SitePages/Home.aspx>)

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EMPLOYEE RIGHTS

SECTION 1. When a union employee is questioned in connection with an investigation and if the employee reasonably believes that the examination may result in disciplinary action against the employee, the employee may request union representation. These are known as Weingarten Rights. Management is required to publish these Weingarten Rights annually. This information will also be posted on the Massachusetts National Guard HRO web site.

SECTION 2. The employer agrees to publish information concerning what it considers to be major changes in retirement laws and benefits. This information will also be posted on the Massachusetts National Guard HRO web site.

SECTION 3. The employer agrees to provide such supplies, tools and equipment as it deems necessary for employees to accomplish their duties. Dialogue for changes in requirements is encouraged between employees and management.

SECTION 4. Supervisor's Employee Brief is a confidential form supervisors use to track personnel actions.

SECTION 5. Notation of admonishments (date and subject) will be made in pencil on the Supervisor's Employee Brief and may be deleted at the discretion of the supervisor. Annotation of the admonishment should be reviewed after 1 year, and will be deleted if it does not relate to a continuing problem. Employees will initial entries pertaining to admonishments recorded on the remarks portion of the Supervisor's Employee Brief. The employee's initials indicate that he is aware of such entries and do not necessarily indicate concurrence or non-concurrence.

SECTION 6. Individuals receiving Letters of Reprimand are eligible for union representation if requested by the employee.

SECTION 7. The employee may appeal his job classification without fear of restraint, prejudice or reprisal.

SECTION 8. When a technician is presented with an action such as reduction in force, furlough without pay, or an adverse action pursuant to applicable law, if union representation is requested, the nearest union steward will be summoned by the technician or union officer. However, if the nearest union steward is not available, the technician will be allowed to contact a union officer. If the technician is unable to contact the union officer, he will be presented with two (2) copies of the proposed action.

ARTICLE 2

RIGHTS OF THE UNION

SECTION 1. The employer agrees to recognize duly elected officials and stewards specifically designated in writing by the union to represent the union in dealing with management and supervisory officials. The names and positions of these elected union officers and stewards will be published annually and updated when changes become effective.

SECTION 2. Union stewards have the right to discharge their duties and responsibilities without undue restraint, interference, coercion, or discrimination from management in the exercise of their right to collective bargaining handling grievances and appeals, or acting in accordance with applicable regulations and agreements on behalf of an employee or group of employees with the bargaining unit. The number of union officers and/or stewards shall not exceed the number of management representatives at any meeting except when prior arrangements have been made.

SECTION 3. The union will be notified of changes in laws, rules and regulations of appropriate authority, or decision, which require changes over which the employer has no control. When the law or regulation leaves administrative discretion to the employer in the implementation of the required change, the parties will discuss or negotiate as appropriate.

SECTION 4.

a. Except for changes otherwise provided for in this Agreement, the employer agrees to provide the union with proposed changes which would result in substantive changes in working conditions or personnel policies. The union agrees to respond to such changes within 10 work days if they desire to bargain on the impact/implementation of such changes, unless operational necessity requires a shorter notice period. If, after the expiration of 10 work days, the union has not responded, the employer may then implement the proposed changes. It is agreed that longer notice periods are in the best interest of the Parties and should be provided whenever feasible.

b. Management reserves the right to act without delay in response to an emergency. However, an elected union official will be notified of the emergency as soon as possible.

SECTION 5. The employer agrees to provide space at each work site upon which to erect one bulletin board for the posting of union literature. Literature posted by the union will not violate any law, applicable provisions of this Agreement, or the security of the activity. The literature shall not contain scurrilous, libelous, or false material. Bulletin board size shall not be larger than 5 feet by 4 feet.

SECTION 6. It is mutually agreed that the responsibilities of the union officials and stewards shall include:

a. Seek to determine the merits of an employee's complaint through the collection and consideration of facts.

b. Evaluate the merits of the complaint to determine whether or not the complaint is frivolous and/or unwarranted.

c. Encouraging employees to seek resolution of complaints through open and frank discussion with

their immediate supervisor.

d. Informing the employee that the steward will accompany him if desired in the preparation of a grievance.

e. Informing management and supervisory personnel of specific circumstances surrounding potential problem areas with a view to improving working conditions and preventing employee complaints.

SECTION 7.

a. Union officers and stewards shall notify their supervisors of the need to represent before leaving the job to consult or meet with other employees or union officers to investigate, present a complaint, grievance, or appeal. Approval will normally be granted except in cases of emergency or essential work requirements. If immediate approval cannot be granted, arrangements will be made to allow time later to the official/steward. Prior to leaving the work location to visit another location, advanced approval will be requested from the supervisor prior to releasing the employee from his work assignment. The responsible supervisors will try to release personnel involved in order to preclude unnecessary delays and to provide any clarifying explanations pertinent to the issues at hand. Employees will notify their respective supervisors when they return to their assigned work areas.

b. Any employee representing the union in the negotiation of a collective bargaining agreement shall be authorized official time for such purposes, including attendance at impasse proceedings during the time the employee otherwise would be in a duty status. The number of representatives for whom official time is authorized under this subsection shall not exceed the number of agency representatives for such purposes.

c. Official time that does not interfere with the agency's mission will be granted to union officials for attendance at union sponsored training conferences.

d. Any request for Official time will be made using an OPM Form 71 and the form titled "Use of Official Time for Representational Functions".

e. It is understood by the union that work breaks (rest periods) cannot be used to conduct internal union business.

SECTION 8. Written requests for official time for attendance at conferences and training will be submitted through supervisory channels to HRO Labor Relations at least ten work days in advance. The request will contain information pertaining to the duration and purpose, and it will contain a copy of the agenda.

SECTION 9. Union officers and stewards work hours will normally permit them to accomplish their representational functions. Union Representatives and supervisors share responsibility for recording official time.

SECTION 10. In order not to breach the statutory duty to fair representation to bargaining unit employees, the parties agree that officers and stewards may wear civilian attire. The attire will be appropriate for an office environment when representing the union at representational proceedings, arbitration, FLRA and other party proceedings, collective bargaining, on committees or boards established by the agency.

SECTION 11. The employer agrees to provide a folder on the shared drive solely for official union

business and executive committee use. The employer agrees to provide to union officials access to computer, FAX, copier, scanner, and telephone assets where available. Use of this equipment will be limited to official union business and any cost incurred will be borne by the employer.

ARTICLE 3

GENERAL PROVISIONS

SECTION 1. Subjects appropriate for negotiation between the Union and Employer are personnel policies, practices, and matters related to general working conditions that are within the discretion of the employer of the unit.

SECTION 2. The union agrees to join with the employer in urging employees to abide by appropriate regulations and procedures for seeking prompt and effective treatment of injuries. The union agrees to work with the employer on programs aimed to reduce injuries and promote workplace safety.

SECTION 3. The employer agrees to the enforcement of sanitary conditions and the maintenance of sanitary facilities to ensure cleanliness. The union agrees to exert efforts among employees in stressing the need for maintaining the cleanliness of sanitary facilities as well as immediate work areas.

SECTION 4. Nothing in this agreement shall affect the authority of any management official to take whatever action may be necessary to carry out the agency mission during emergencies. The employer agrees to notify the union as soon as possible once the emergency is declared.

SECTION 5. It is agreed that internal union business such as soliciting union membership, collection of union dues, electing union officers and stewards, conducting union meetings and distributing union literature will be conducted outside the work hours of the employees involved.

SECTION 6. The beneficiary of a deceased employee may request counseling from the HRO on benefits to which they are entitled as a result of the deceased employee having been a technician. The Army Benefits Center will coordinate all benefits for beneficiaries.

SECTION 7. The employer agrees to attempt to assign light duty for an employee who has been out of work as a result of a work related injury and agrees to consider the assignment of light duty for an employee who has suffered a non-work related injury.

SECTION 8. Employees shall be entitled to holiday benefits consistent with applicable federal laws.

SECTION 9. The employer agrees to provide the Union with a Bus Code Listing on a quarterly basis, to include name, position title, and email address, of all bargaining unit employees, in electronic format, for the purposes of communication with the membership.

ARTICLE 4

CIVIC RESPONSIBILITIES AND COMMUNITY RELATIONS

SECTION 1. The union recognizes the responsibility of employees to participate in civic activities. Accordingly, it agrees to support civic activities and community relations which the employer supports.

SECTION 2. The union will support employer approved fundraisers. The employer or the union will conduct fund-raising campaigns on a truly voluntary basis without coercion overt or implicit. The employer will notify the union in advance of any fund-raising drive to be conducted among the employees of the unit. The employer agrees that the immediate supervisor may not personally solicit pledges or contributions from an individual employee under his supervision, except for the Combined Federal Campaign.

SECTION 3. Employees are encouraged to serve as blood donors and may be excused from work without charge to leave only for the time necessary to donate the blood, for recuperation following blood donation, and for necessary travel time to and from the donation site. The maximum excused time will not exceed 4 hours on the date of blood donation. This information will also be posted on the Massachusetts National Guard HRO web site.

ARTICLE 5

UNFAIR LABOR PRACTICE CHARGES

SECTION 1. Neither the union nor the employer will file an Unfair Labor Practice (ULP) charge or lodge a complaint against the employer with any higher authority, including the Governor of Massachusetts, a member of the Massachusetts legislature, or a member of Congress, until the following requirements are satisfied:

a. The charging party will provide the respondent with a written summary of the complaint in sufficient detail so that the employer can clearly identify the nature and extent of the problem; and

b. The respondent will be allowed thirty calendar days from the date of receipt of the summary to resolve the conflict to the satisfaction of the both parties.

SECTION 2. The charging party will notify the respondent of its intent to file a ULP charge with the FLRA a minimum of 30 calendar days before such filing.

SECTION 3. If a complaint is determined not to be an Unfair Labor Practice as defined by 5 U.S.C. § 7116, the complaint can be addressed using the grievance procedures as outlined in Article 14.

SECTION 4. If after the charging party provides a written summary of the complaint and if the charging party determines that such time constraints creates an unsafe environment, the Union reserves the right to file such charges, with no regard for the time frame set forth in the previous provisions.

ARTICLE 6

SAFETY

SECTION 1. The employer will provide and maintain safe working conditions for employees. The union will cooperate to that end and will encourage all employees to work in a safe manner. It is further recognized that each employee has a responsibility for his own safety and an obligation to know and observe safety rules and practices as a measure of protection for himself and others. The employer will welcome suggestions, which offer practical and economically feasible ways of improving safety conditions. In the event working conditions are considered unsafe, the employee will notify his first level supervisor, who shall in turn notify their chain of command who will in turn notify the appropriate safety officials, so that an evaluation may be made.

SECTION 2. A supervisor may excuse an employee from performing duties when those duties are the subject of a safety complaint and a safety evaluation has not been accomplished by Massachusetts National Guard Safety Officer or local Safety Officer. Depending upon available work, the supervisor may assign the affected individual(s) to leave the premises in an annual leave or leave without pay (LWOP) status until the safety evaluation is accomplished. If the safety evaluation determines that the work was unsafe, the annual leave or LWOP status will be converted to administrative leave. In the event of a local dispute, either party may call the Massachusetts National Guard Safety Officer, which will serve as the final authority on the means and methods of resolving the dispute.

SECTION 3. Employees shall be provided with proper protective equipment and safety devices as determined to be necessary by the appropriate regulations. The union agrees that employees have a duty to utilize proper protective clothing, devices or safety equipment where such have been provided by the employer. The union also agrees to actively support management's efforts to enforce the wear of protective equipment and safety devices by employees who have been provided such items. Repeated failure by employees to utilize protective equipment and safety devices may be a proper cause for disciplinary action in accordance with TPR 752, Discipline and Adverse Action.

SECTION 4. All accidents and injuries will be reported and processed in accordance with applicable regulations. Repeated failure by employees to promptly report an injury or accident may be sufficient cause for disciplinary action in accordance with TPR 752, Discipline and Adverse Action.

SECTION 5. The union agrees to share with the employer the responsibility to enforce safety practices and to prevent safety violations.

SECTION 6. When an employee reports to the work place without required safety clothing, equipment, or devices, the supervisor can give the employee other appropriate duties or the supervisor can enforce leave in accordance with current Massachusetts National Guard policy on Hours of Duty, Attendance and Leave. The supervisor may allow the technician to obtain the needed safety item(s) and return to a duty status for the remainder of the workday. If the employer deems that an employee is not ready, or willing, or able to perform their duties, the employer may enforce leave in accordance with current Massachusetts National Guard policy on Hours of Duty, Attendance and Leave. The employer will notify the employee of the reason for this action.

SECTION 7. The union will be represented at all safety councils, when available.

SECTION 8. Smoking is prohibited in all buildings, government vehicles and aircraft. Smoking is prohibited near air intake ducts. Smoking is allowed only in designated areas. Designated smoking areas will be posted and located where non-smokers are not forced to cross or enter. No additional breaks will be given to smokers.

a. The employer will make a reasonable effort to sponsor programs that will encourage employees to discontinue use of tobacco products.

b. Where the need exists, the agency agrees to provide space for the construction of smoking shelters.

SECTION 8. The employer will make a reasonable effort to provide an assistant driver to motor vehicle operators who are required to perform over the road driving for any period of time longer than four (4) hours or more during an eight (8) hour period.

SECTION 9. Severe weather closings are addressed in the MANG Inclement Weather Policy. The decision for a delayed report time or an early dismissal will be based on applying a sound composite risk management assessment to the weather and travel conditions as they apply to their employees, as well as the need to initiate facility snow/ice removal procedures. This information will also be posted on the Massachusetts National Guard HRO web site.

SECTION 10. The State Safety and Occupational Health Office is responsible for providing functional knowledge and guidance regarding heat / cold injuries.

a. The State Safety and Occupational Health Office will provide instruments to test temperature and humidity levels to determine “heat index” levels. As requested, the State Safety and Occupational Health Office will provide instruction on the use and upkeep of these testing instruments.

b. Supervisors are responsible to ensure that available testing instruments are used to measure and evaluate the “heat index” during hot weather days are taken. On days that recognized heat danger is apparent, the facility Safety Officer or designee these readings should be taken every hour.

c. Supervisors are responsible for being knowledgeable in the recognition, prevention, and treatment of hot and cold weather injuries.

d. The work area is defined as the location where a majority of daily assigned tasks need to be accomplished.

e. Supervisors will ensure “heat index” readings are taken in each work area and take appropriate action (work/rest and fluid intake) based on heat index chart (Table 1) below. As the heat index level increases, the supervisor will attempt to modify the work area location to reduce the risk of heat injury to the employee. If the heat index level reaches a category 5 (Black), work may require close monitoring to ensure employee safety and health. In the event that the safety or health of employees are in jeopardy within Category 5 (Black) and no modification of the work area can reduce heat injury, the Employer may grant administrative leave in this instance.

Easy Work	Moderate Work	Hard Work
<ul style="list-style-type: none"> • Weapon Maintenance • Walking Hard Surface at 2.5 mph, < 30 lb Load • Marksmanship Training • Drill and Ceremony 	<ul style="list-style-type: none"> • Walking Loose Sand at 2.5 mph, No Load • Walking Hard Surface at 3.5 mph, < 40 lb Load • Calisthenics • Patrolling • Individual Movement Techniques, i.e. Low Crawl, High Crawl, etc. 	<ul style="list-style-type: none"> • Walking Hard Surface at 3.5 mph, ≥ 40 lb Load • Walking Loose Sand at 2.5 mph with Load • Field Assaults

Heat Category	WBGT Index, F°	Easy Work		Moderate Work		Hard Work	
		Work/Rest	Water Intake (Qt/H)	Work/Rest	Water Intake (Qt/H)	Work/Rest	Water Intake (Qt/H)
1	78° - 81.9°	NL	½	NL	¾	40/20 min	¾
2 (GREEN)	82° - 84.9°	NL	½	50/10 min	¾	30/30 min	1
3 (YELLOW)	85° - 87.9°	NL	¾	40/20 min	¾	30/30 min	1
4 (RED)	88° - 89.9°	NL	¾	30/30 min	¾	20/40 min	1
5 (BLACK)	> 90°	50/10 min	1	20/40 min	1	10/50 min	1

* In accordance with TB MED 507

f. Supervisors will apply sound composite risk management assessment to mitigate cold weather injuries in accordance with the cold weather index chart (Table 2).

Air Temperature - Sunny Sky		No Noticeable Wind		Wind 8 km/h (5 mph)		Wind 16 km/h (10 mph)		Wind 24 km/h (15 mph)		Wind 32 km/h (20 mph)	
°C (approx.)	°F (approx.)	Max. work Period	No. of Breaks**	Max. Work Period	No. of Breaks	Max. Work Period	No. of Breaks	Max. Work Period	No. of Breaks	Max. Work Period	No. of Breaks
-26° to -28°	-15° to -19°	(Norm breaks) 1		(Norm breaks) 1		75 min.	2	55 min.	3	40 min.	4
-29° to -31°	-20° to -24°	(Norm breaks) 1		75 min.	2	55 min.	3	40 min.	4	30 min.	5
-32° to -34°	-25° to -29°	75 min.	2	55 min.	3	40 min.	4	30 min.	5	Non-emergency work should cease	
-35° to -37°	-30° to -34°	55 min.	3	40 min.	4	30 min.	5	Non-emergency work should cease			
-38° to -39°	-35° to -39°	40 min.	4	30 min.	5	Non-emergency work should cease					
-40° to -42°	-40° to -44°	30 min.	5	Non-emergency work should cease							
-43° & below	-45° & below	Non-emergency work should cease									

* 2008 TLVs and BEIs - Threshold Limit Values for Chemical Substances and Physical Agents and Biological Exposure Indices. Cincinnati: American Conference of Governmental Industrial Hygienists (ACGIH), 2008 - page 213

1. Schedule applies to any 4 hour work period with moderate to heavy work activity, with warm-up periods of ten (10) minutes in a warm location and with an extended break (e.g. lunch) at the end of the 4-hour work period in a warm location. For light to moderate work (limited physical movement): apply the schedule one step lower. For example, at -30° F with no noticeable wind, a worker at a job with little physical movement should have a maximum work period of 40 minutes with four breaks in a 4 hour period.

2. The following is suggested as a guide for estimating wind velocity if accurate information is no available: 5 mph: light flag moves; 10 mph: light flag fully extended; 15 mph: raises newspaper sheet; 20 mph blowing and drifting snow.

3. TLV's apply only for workers in dry clothing.

ARTICLE 7

PERFORMANCE STANDARDS

SECTION 1. The technician performance appraisal system shall be administered in accordance with National Guard Bureau policy (TPR 430), current Massachusetts National Guard policy on the Performance Appraisal Program, and applicable law. Prevailing law will be the deciding factor when conflict arises. Current Massachusetts National Guard policy on performance appraisals was the result of a collaborative effort on the part of the union and the employer. This information will also be posted on the Massachusetts National Guard HRO web site.

ARTICLE 8

FACILITIES AND SERVICES

SECTION 1. The employer agrees to consider recommendations of the union concerning adequacy of, or need for, space in work areas for use by employees as lunch rooms as allowed by NG PAM 415-5, Army National Guard Military Construction Program Execution and NG PAM 415-12, Army National Guard Facilities Allowances. The Union agrees that policing of the area provided will be the responsibility of its users. Repeated failures by the users to maintain any such area in a clean and sanitary condition may be sufficient cause to discontinue its use.

SECTION 2. Upon request by the union, the employer will make reasonable accommodations for union meetings outside regular work hours. Both parties agree that the employees will comply with all security rules applicable to the area and perform such housekeeping duties as necessary.

SECTION 3. An appropriate facility may be made available for meetings of the union's officers and stewards outside regular work hours under the provisions of applicable rules and regulations.

SECTION 4. The employer recognizes the need for the union to have secure space to file its records and have private authorized discussions between employees and the union. When space is provided, it will afford as much privacy as possible.

ARTICLE 9

HOURS OF WORK

SECTION 1. The work period will normally consist of one bi-weekly pay period. The pay period will normally contain 80 hours and not more than five days or less than four days per week. The procedures of how hours and days of work are set will be established in accordance with current Massachusetts National Guard policy on Hours of Work, Attendance and Leave. Changes to current Massachusetts National Guard policy on this subject will be made only upon completion of Impact and Implementation Bargaining with the Union and approval of The Adjutant General.

SECTION 2. Compensatory Time is authorized for work performed in excess of normal work hours in any one day or in any week.

SECTION 3. If a grievance with regard to the distribution and assignment of compensatory time reaches the formal stage, the designated representative of the grievant may review existing records of such compensatory time, subject to Privacy Act restrictions.

SECTION 4. Telework is a management tool that allows members of the Massachusetts National Guard to work away from their official duty location. Telework allows for completion of duty requirements while authorizing employees to work in an alternate location. Policies and procedures associated with this section are listed in current Massachusetts National Guard Regulations on Telework.

ARTICLE 10

ABSENCES AND LEAVE

SECTION 1. A union member, elected or appointed to a union position at national level, may apply for one period of leave without pay to accept such position. The employer agrees to consider such leave for a period not to exceed one year. Extensions of the initial grant may be allowed on a year to year basis subject to the needs of the agency. The employee must provide the employer with at least a 45 day written notice of intent to return and must specify the expected date of return.

SECTION 2. An employee returning to duty from approved LWOP (Leave without Pay) will be returned to the job, grade, or equivalent position he held at the time his leave commenced in accordance with existing regulations.

SECTION 3. An employee in an approved leave without pay status shall accrue all rights and privileges provided by law and regulations.

SECTION 4. Dual Status Employees must take leave for the hours they are absent to perform State Active Duty (SAD). Employees who perform SAD may elect Annual Leave, Compensatory Time, Leave without Pay, or Law Enforcement Leave (LEL) to cover the absence by submitting an OPM Form 71.

SECTION 5. When an employee does not report for work and fails to notify the first line supervisor, (or in his absence the person designated by the first line supervisor to act on his behalf, or the second line supervisor), of the absence, he will be carried in an absence without leave (AWOL) for ten days and the employee will be notified on abandonment of position action in accordance with TPR 715. If the employee returns and submits appropriate leave documentation, the AWOL leave status will be changed but the employee may be subject to disciplinary action in accordance with TPR 752.

SECTION 6. Annual leave will be administered in accordance with current Massachusetts National Guard policy on Hours of Duty, Attendance and Leave. Unless otherwise established by the National Guard Bureau, the minimum charge for annual leave is one hour, with additional charges in multiples of one hour. All leave taken will be recorded in full hours. A supervisor may excuse tardiness or unavoidable absences from duty of less than one hour, if he believes the technician has adequate reasons, or he may charge annual leave, leave without pay, or AWOL in multiples of one hour when absences or tardiness are chronic or not excused. If a technician is charged an hour of annual leave, LWOP, or AWOL in multiples of one hour for any reason, that technician will not be required to work the difference between the time tardy and the hour deducted.

SECTION 7. Annual leave may be requested in such a manner that employees are afforded at least two consecutive weeks of their available annual leave during each calendar year. When necessary, the supervisor will schedule an employee's leave to ensure that an employee will not lose annual leave due to expiration of the leave year. If the person approving leave deems it necessary to cancel previously approved leave, he will inform the affected employee of the reasons as soon as the requirement for such cancellation is known.

SECTION 8. If the same annual leave period is chosen at the same time by more employees than can be spared because of work load or other valid reasons, the supervisor will make the determination to resolve conflicts in scheduling leave.

SECTION 9. The employer agrees to allow short periods of annual leave. Employees are expected to submit requests for periods of more than one day of annual leave at least three days in advance, when possible. When an employee submits a request for annual leave for two days, to be used for other than an unforeseen reason, his first level supervisor will attempt to inform the employee of acceptance or denial within four work hours. Annual leave may be granted for miscellaneous reasons in hourly increments to permit employees to discharge minor personal obligations that cannot be accomplished during non-working hours.

SECTION 10. A request for unscheduled annual leave will be made directly to the first line supervisor not later than two hours after the start of the scheduled work shift. When the first line supervisor cannot be reached, the request will be made to the person designated by the first line supervisor to act on his behalf. If both individuals are not available then the request will be made to the second line supervisor.

SECTION 11. Court leave for jury duty will be administered in accordance with current Massachusetts National Guard policy on Hours of Duty, Attendance and Leave.

SECTION 12. The employee will submit verification of juror performance received from the court to the supervisor.

SECTION 13. Employees will accrue sick leave in accordance with current Massachusetts National Guard policy on Hours of Duty, Attendance and Leave.

SECTION 14. Employees not reporting to work because of reasons falling within the scope of sick leave will directly notify his first line supervisor not later than 2 hours after the start of the scheduled work shift. When the first line supervisor cannot be reached, the notification will be made directly to the person designated by the first line supervisor to act on his behalf. If both individuals are not available, then the notification will be made directly to the second line supervisor. If unable to notify his supervisor within two (2) hours because of extenuating circumstances, the employee shall give notice as soon as possible, normally not later than the close of the workday.

SECTION 15. Employees suspected of abusing sick leave should be counseled regarding the suspected abuse. The employer may review the employee record to determine if medical documentation will be required for subsequent absences. When the Employer suspects sick leave abuse or when the agency determines it is necessary, the Employer may require the employee to provide medical certification to substantiate a sick leave request for any duration.

SECTION 16. The employer will require a medical certificate for an employee's fitness for work if he has suffered a disabling injury or illness and if he has been on extended sick leave, before the employee reports for duty. This medical certification must be provided to the Massachusetts National Guard Occupational Nurse who will clear the employee prior to returning to duty. Additionally, the employer may also require a medical certificate or other administratively acceptable evidence as to the reason for an absence for any of the purposes described in § 630.401(a) for an absence in excess of 3 workdays, or for a lesser period when the agency determines it is necessary.

SECTION 17. Employees desiring medical, dental or optical examinations or treatment, who cannot arrange appointments outside of work hours, may be granted the amount of sick leave required to complete the medical appointment and travel to work. The employee will make all attempts to return to duty upon completion of appointment.

ARTICLE 11

WAGE SURVEY

SECTION 1. The employer agrees to notify the union when officially notified by the survey committee of information relating to the scheduling of a pending wage survey.

SECTION 2. When notified to do so by the agency responsible for conducting the wage survey, the employer agrees to invite the union to participate in the survey.

SECTION 3. Selection of unit members to participate on Wage Survey Team will be made by the union. Management reserves the right to deny participation when that technician's absence would adversely affect the mission or job requirements.

SECTION 4. The employer will grant Official Time to one official of the union presenting testimony to the local wage survey committee. Technician(s) involved in the official conduct of survey will be in a duty status.

ARTICLE 12

TECHNICIAN TRAINING AND TRAVEL

SECTION 1. Prior to planned travel in technician status, an employee must request a Government Travel Card and complete Defense Travel System (DTS) authorization process. An employee will be aware of Joint Travel Regulations prior to completing travel.

SECTION 2. Management understands that certain circumstances associated with temporary travel may cause a personal hardship. The employee may submit a request to change training based on this hardship.

SECTION 3. Employees participating in travel are entitled to the benefits allowable under applicable regulations. Compensatory time for travel outside of normal working hours will be authorized in accordance with current Massachusetts National Guard policy on Hours of Duty, Attendance and Leave.

SECTION 4. Employees will attend or participate in required training as identified by the employer.

ARTICLE 13

DEDUCTION OF UNION DUES

SECTION 1. Policies

a. Local R1-154, NAGE members who are eligible employees in the unit may make voluntary allotments from their pay to Local R1-154, NAGE only. Any allotment so made may be revoked, subject to provisions herein.

b. Local R1-154, NAGE will:

(1) Procure Standard Form 1187.

(2) Distribute Standard Form 1187 to its members.

(3) Certify as to the amount of its biweekly dues.

(4) Assume all responsibilities for retroactive adjustments of dues.

(5) Submit completed Standard Form 1187 to the Human Resources Office.

(6) Inform and educate its members on the program for allotments for payment of dues, the use and availability of the required form and comply with the intent of this agreement, to assure that allotments on the part of its members are voluntary.

(7) Notify the Human Resources Office in writing, when a member of Local R1-154, NAGE is expelled or for any reason ceases to be a member in good standing.

(8) Inform its members fully of the conditions governing revocation of allotments.

(9) Designate the specific payee to whom the USPFO-Technician Pay will remit dues on a biweekly basis.

SECTION 2. Dues Deductions:

a. The union shall forward Standard Form 1187 to the Human Resources Office. These forms shall be properly completed, using social security under "Identification Number", indicating unit of employment in "Agency" block, signed by the union officials designated to do so, and properly signed by the employee.

b. USPFO-Technician Pay shall deduct dues from the pay of all eligible employees who voluntarily authorize such deductions and who are employed within the appropriate unit in which the union holds exclusive recognition.

c. Union dues shall be deducted from the employee's pay each biweekly payroll period when the following conditions have been met:

- (1) The employee is a member in good standing with the union.
- (2) The employee's earnings are regularly sufficient to cover the amount of the allotment.
- (3) The employee has voluntarily authorized such a deduction on Standard Form 1187.

(4) The appropriate local union official has signed Standard Form 1187 and forwarded same to Human Resources Office.

d. Deduction of dues shall begin with the first pay period which occurs after receipt of the Standard Form 1187 by the Human Resources Office provided that Standard Form 1187 is received not later than noon Wednesday preceding the beginning of the biweekly pay period.

e. USPFO-Technician Pay will remit dues withheld after each payday to the designated office. This remittance shall be accompanied by a listing of participating employees from whose salaries deduction have been made.

f. The union shall submit a specimen signature of each current official authorized to certify dues and membership on Standard Form 1187 to the Human Resources Office.

g. The amount of the union dues to be deducted each biweekly pay period shall remain as originally certified on such allotment forms until a change in the amount of such dues is certified to by the authorized official of the union and such certification is transmitted to the Human Resources Office by the union. Such change shall begin with the first pay period after receipt of the notice of change by the Human Resources Office, or at a later date if mutually agreed to by the parties.

SECTION 3. Termination and Revocation of Dues Deductions:

a. An employee's voluntary allotment for payment of his union dues shall be terminated with the start of the first pay period following the pay period in which any of the following occur:

(1) Loss of exclusive recognition by the union.

(2) Separation of an employee from the bargaining unit for which the union holds exclusive recognition or upon promotion or other change to a position which is otherwise excluded from dues deduction. Termination in such cases will be effective as of the end of the pay period in which the Human Resources Office is notified of the action. If an administrative oversight allows dues withholding to continue, upon discovery the agency is authorized to deduct dues erroneously withheld from the next union check for refund to the technician.

(3) Receipt by the Human Resources Office of notice from Local R1-1545, NAGE that the employee has been expelled or has ceased to be a member in good standing of the union. Such notice shall be promptly forwarded to the Human Resources Office.

(4) When this agreement for dues withholding is terminated or suspended by an appropriate authority.

(5) An allotment for the deduction of an employee's union dues may also be terminated when an employee submits a properly executed Standard Form 1188 or written request for revocation in duplicate to

the Human Resources Office. The duplicate shall be promptly forwarded by the Human Resources Office to the President, Local R1-1545, NAGE. Standard Form 1188 will be made available to employees through the Human Resources Office. A termination of an allotment under this Section shall be effective with the first full pay period following 1 September provided the revocation is received by the Human Resources Office no later than 1 September, and provided the individual has been a dues paying member for more than one year.

(6) As an exception to the 1 September termination date, an employee may terminate dues withholding on the first pay period following the anniversary date of original dues withholding. After the first year has gone by dues withholding can only be terminated on the first full pay period following 1 September of any year as explained in paragraph (5) of this section.

b. Non Pay Status: When an employee is in a non-pay status for an entire pay period, no withholding will be made from future earnings nor will employee deposit the amount which would have been withheld if he had been in a pay status during that period. In the case of an employee who is in a non-pay status for only part of such a pay period and the salary is not sufficient to cover the full withholding, no deduction will be made. In this connection all other legal and required deductions have priority over deductions for union dues.

ARTICLE 14

GRIEVANCES

SECTION 1. The employer and the union recognize the importance of settling disagreements and misunderstandings promptly, fairly, and in an orderly manner. To accomplish this, every effort will be made to settle grievances at the lowest level of supervision. Employees may present their grievances without fear of restraint, coercion, discrimination, or reprisal. The purpose of this Article is to provide for a mutually acceptable method for the prompt and equitable settlement of bargaining unit technician grievances, union grievances, and employer initiated grievances.

SECTION 2. The procedures contained in this Article are the exclusive procedures for resolving grievances which fall within its coverage, provided such resolution is within the authority of the employer, and not otherwise excluded herein. The negotiated grievance procedure contained in this Article does not apply with respect to any grievance concerning matters excluded by 5 U.S.C. § 7121(c), 32 U.S.C. § 709(f), 5 U.S.C. § 3321 and 5 C.F.R. Part 315, Subpart H.

SECTION 3. Grievances may be filed by fax or e-mail when agreed to by all parties. When email is used electronic signature will be authorized. When email is used without a signature, a signed grievance will be faxed within twenty-four hours.

SECTION 4. The union may, on its own behalf or on behalf of any technician in the exclusive unit represented present or process grievances. Furthermore, this Article assures bargaining unit employees the right to present grievances on their behalf so long as the exclusive representative is afforded the opportunity to exercise its right to be present during the grievance proceeding at any level of supervision. Any item subject to and not settled under this negotiated grievance procedure shall be subject to binding arbitration, which may be invoked only by the union or the employer. The arbitrator will resolve all questions before considering the merits of the grievance.

SECTION 5. For the purposes of this Agreement, the following procedures apply in processing a grievance. All references to supervisors within the grievance procedure should match the supervisory chain used in the performance appraisal process. The grievance process contains the following four steps. The procedures and time frame of each step should be met before escalating to the next step.

STEP 1: INFORMAL GRIEVANCE – FIRST LEVEL SUPERVISOR

a. *Step 1: Informal Grievance Procedures.*

- Contact representative
- Put grievance in writing
- Initiate and present to First Level Supervisor within ten (10) work days of the incident giving rise to the grievance
- Get written decision from First Level Supervisor in seven (7) work days

The informal grievance shall be presented in writing to the technician's first level supervisor. The technician

may have the work area steward accompany the technician in presenting of the grievance if so desired. Only one union representative will represent a bargaining unit technician in the presentation of the grievance. The informal grievance must be initiated and presented within ten (10) work days of the incident giving rise to the grievance, or from the date the technician became or should reasonably have become aware of the incident. An informal grievance may be presented concerning a continuing practice or condition at any time. In order to avoid misunderstanding, the technician or his representative must make clear to the supervisor that an "Informal Grievance" is being presented at the initial presentation in writing.

(1) An informal grievance will identify the grieving technician(s) or, if submitted as a union grievance, will identify technicians concerned by name, and will contain specific information to enable resolution with the parties concerned at the lowest possible level of supervision. It will also specify the remedy deemed acceptable.

(2) The first level supervisor shall make a prompt effort to reach a settlement of the grievance at the informal stage. In order to attempt to resolve a problem before it becomes a formal grievance, the supervisor should meet with the affected technician and/or the steward and will render his decision within seven (7) work days of receipt of the grievance.

STEP 2: FORMAL GRIEVANCE - SECOND LEVEL SUPERVISOR

b. *Step 2*: Formal Grievance Procedure-Second Level Supervisor:

- The formal grievance will be presented in writing
- Presented to Next Level Supervisor in five (5) work days
- Written decision from Next Level Supervisor due in seven (7) work days

(1) If the aggrieved technician is dissatisfied with the decision reached through the informal procedure (Step 1), the grievance will be submitted to the next higher level of supervision within five (5) work days after receipt of the first level supervisor's written decision on the informal grievance. The written formal grievance will be appropriately identified as such and will contain as a minimum the following information:

(a) Specifics of the matter or incident of the formal grievance to include names, dates, times, places, a complete and factual statement of the event or events giving rise to the grievance to include name(s) or witnesses if any.

(b) A statement that the informal step has been processed to include a summary of the efforts by parties concerned to informally resolve the issue.

(c) The date the informal grievance was initiated, the date of supervisor's reply, the date of formal grievance, the name of technician(s), the position held, and location of duty station.

(d) The decision of the first level supervisor at the informal stage of the grievance.

(e) The personal relief sought.

(2) The second level supervisor will review all material submitted by the grievant. He may call for an interview of the grievant accompanied by a union representative, if desired. This supervisor shall render his decision in writing within seven (7) work days following receipt of formal grievance. All parties will cooperate by responding to a meeting if requested to try to resolve the issue through discussion at this stage.

In the event a satisfactory settlement is reached at this stage it shall be reduced to writing with copies furnished to all parties concerned, including the Human Resources Office.

STEP 3: FORMAL GRIEVANCE - THIRD LEVEL SUPERVISOR (NOT LOWER THAN HEAD OF DIRECTORATE)

c. *Step 3: Formal Grievances Procedure-Third Level Supervisor:*

- The grievance will be presented in writing to the Next Level Supervisor in five (5) work days of receipt of step two level supervisor
- Level three supervisor issues written decision in seven (7) work days

If the grievance is not resolved at Step 2, the technician (or the union representative at the technician's request) may forward the formal grievance to the next higher level of supervision official within five (5) work days after receipt of the second level supervisor's written decision on the formal grievance and will contain the information required at Step 2. This supervisory official will follow those procedures established at Step 2 in an effort to resolve the grievance.

STEP 4: FORMAL GRIEVANCE-THE ADJUTANT GENERAL

d. *Step 4: Formal Grievances Procedure-The Adjutant General:*

- Forward formal grievance to The Adjutant General within five (5) work days
- Written decision from The Adjutant General due within fifteen (15) work days

If the grievance is not satisfactorily resolved at Step 3, the technician (or the union representative at the technician's request) may forward the formal grievance to The Adjutant General within five (5) work days after receipt of the decision at Step 3, to include copies of all previous correspondence and any other pertinent material or information. The Adjutant General will render his written decision within fifteen (15) work days after receipt of the formal grievance at this stage of the grievance proceeding.

e. When the grievance reaches Step 4, a formal grievance file will be maintained by the Human Resources Office consisting of all correspondence pertinent to or generated in the matter and will be maintained and retained pursuant to regulations governing files disposition. Information in the grievance file will be made available to the union, upon written request, if permissible under applicable law.

f. If at any time in the formal stage the grievant freely chooses to terminate the grievance, he will do so by a written statement of termination to the employer with a copy to the union. Such a termination action will be binding on the technician, the union, and the employer.

g. A grievance which must be sent through the mail will be considered timely filed if a copy is given to the local supervisor for notation thereon of the date mailed (presented). However, the time for agency response shall not commence until the mailed grievance is received by the addressee.

h. Failure to timely file or to timely process a grievance to the next step automatically terminates the grievance. Failure by a supervisor to respond to the grievance within the required time limit will automatically authorize the grievant to proceed to the next step.

i. If the grievance is not resolved at Step 4, the union may, within 15 calendar days, inform the employer that the grievance will be submitted to arbitration.

SECTION 6. EMPLOYER GRIEVANCES: The following procedures apply to grievances initiated by the employer:

- a. The grievance will be presented by the local agency official to the local steward (or chief steward if one has been identified) either orally or in writing within ten (10) work days of the incident or of the date the incident became known. It will contain specific facts regarding the grievance to enable resolution by the parties.
- b. The steward will meet with the agency official within five (5) work days after receipt of the grievance in an effort to informally resolve the grievance.
- c. The steward will provide a written decision no later than fifteen (15) work days after the meeting.
- d. If the grievance is not resolved at this step, it may be reduced to writing (if not already in writing) and the agency may forward the grievance to the union President.
- e. Within seven (7) work days, the parties will meet to attempt to resolve the grievance. A written decision will be rendered by the union no later than fifteen (15) work days following the meeting.
- f. The employer may within fifteen (15) calendar days from the date of receipt of the decision, inform the union that the grievance will be submitted to arbitration.

SECTION 7. UNION GRIEVANCES:

- a. The grievance must be filed, in writing, by the union President, or in his absence, his designated representative, with the Head of Directorate who made the administrative decision and who has the authority to resolve the grievance within ten (10) calendar days after the date of the incident or from the date the union became or should reasonably have become aware of the incident. The grievance will contain specific facts and the adjustment expected. The Head of Directorate will meet with the union official within five (5) work days after receipt of the grievance in an effort to settle the grievance and will render his written decision to the union official no later than fifteen (15) work days after the meeting.
- b. If the grievance is not settled at the Head of Directorate level, the union official may submit the grievance in writing, including the Head of Directorate's decision, to the Chief of Staff (COS) within ten (10) calendar days after receipt of the Head of Directorate's decision. The COS may meet with the union official within five (5) workdays after receipt of the grievance. The COS will render his written decision to the union official no later than fifteen (15) work days after receipt of the grievance.
- c. If the grievance is not settled at the COS level, the union may refer the grievance, including the Head of Directorate's and the COS's decisions, to The Adjutant General within ten (10) calendar days after receipt of the COS's decision. The Adjutant General will render his decision within fifteen (15) workdays after receipt of the grievance.
- d. If the grievance is not satisfactorily resolved at The Adjutant General's level, the union President may, within fifteen (15) calendar days after receipt of The Adjutant General's decision, inform the employer that the grievance will be submitted to arbitration in accordance with Article 15.

ARTICLE 15

ARBITRATION

SECTION 1. If the employer and the union fail to settle any grievance processed under the negotiated grievance procedure, such grievance may be submitted by either party to arbitration within fifteen (15) calendar days of the issuance of the final decision by the party against whom the grievance has been filed. Arbitration may be invoked only by the union or the employer without regard to the wishes of the employee. The moving party must notify the other party of its intent within the 15 day time limit.

SECTION 2. When arbitration is involved by either party to this Agreement as a result of a grievance, the moving party will within fifteen (15) calendar days request the Federal Mediation and Conciliation Service to submit a list of five impartial persons qualified to act as arbitrators. Within ten (10) calendar days after receipt of the list, representatives of the employer and the union shall meet and attempt to agree upon an impartial arbitrator from the list submitted. Failing to agree, each party shall strike one name from the list; the name remaining after each has struck two (2) shall be the nominee.

SECTION 3. If the question before the arbitrator is to determine the ability to grieve or arbitrate, or timeliness, the arbitrator shall be limited to this determination and shall be prohibited from hearing the case until the threshold questions are resolved.

SECTION 4. The arbitrator shall be requested to render his decision as quickly as possible, but in no event later than thirty (30) calendar days after the hearing has been completed.

SECTION 5. Expenses of arbitration shall be shared equally by the employer and the union. Arbitration expense will include, if appropriate, the basic fee, travel and per diem costs of recorder and transcript, room facilities, official time, if any, for the grievant, witnesses, etc. Travel allowances will be limited to the provisions in Volume II Joint Travel Regulation.

SECTION 6. The provisions of Title 32 USC Section 709 f are expressly excluded from arbitration. However, either party may file exceptions to an award with the FLRA under regulations prescribed by the Authority.

SECTION 7. The arbitrator's authority is limited to that of interpretation of the contract and its intent. The arbitrator is prohibited from rewriting or amending the contract.

ARTICLE 16

MERIT PLACEMENT

SECTION 1. This article provides instruction for the administration of the Massachusetts National Guard Technician Merit Placement Plan for bargaining and non-bargaining unit employees via current policy for the Massachusetts National Guard on Merit Placement Plan. This information will also be posted on the Massachusetts National Guard HRO web site.

ARTICLE 17

MANAGEMENT RIGHTS

SECTION 1. In accordance with Section 7106 of the Statute, management officials of the agency retain the following rights:

- a. To determine the mission, budget, organization, number of employees, and internal security practices of the agency.
- b. 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.
- c. To assign work, to make determination with respect to contracting out, and to determine the personnel by which agency operations shall be conducted.
- d. For filling positions, to make selections for appointments from:
 - (1) among properly ranked and certified candidates for promotion.
 - (2) or any other appropriate source.
- e. To take whatever actions may be necessary to carry out the agency mission during emergencies.
- f. To determine the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or the technology, methods, and means of performing work.

SECTION 2. The employer retains all other rights in accordance with law and regulations except for those specific modifications contained in this Agreement.

SECTION 3. During a period of emergency declared by the employer or higher authority, the employer may take whatever actions may be necessary to carry out the agency mission during emergencies.

ARTICLE 18

REDUCTION IN FORCE

SECTION 1. All Reductions in Force (RIF) will be carried out in strict compliance with applicable laws and regulations as required by National Guard Bureau directives.

SECTION 2. The employer agrees to meet and confer with the union regarding the implementation of those RIF actions which are negotiable.

ARTICLE 19

EMPLOYEE ASSISTANCE PROGRAM

SECTION 1. The employer agrees to continue its participation in the Employee Assistance Program (EAP) and to make employees and supervisors aware of the program.

SECTION 2. The parties recognize that the program is a professional service that provides problem solving, coaching, information, consultation, counseling, resource identification, and support to all employees. If an employee requests assistance under the EAP and participates in the program, the responsible supervisory official may give consideration to this fact in determining any appropriate disciplinary or adverse action.

SECTION 3. If an employee requests assistance and is undergoing a prescribed program of treatment and care, earned sick leave shall be granted in accordance with this Agreement.

ARTICLE 20

WORKER'S COMPENSATION

SECTION 1. Employees must report all on-the-job injuries to their supervisor immediately. Employees will electronically complete and submit OSHA-301, Injury and Illness Incident Report, Form CA-1, Federal Employee's Notice of Traumatic Injury, or CA-2, Notice of Occupational Disease, utilizing the Employees' Compensation Operations & Management Portal (ECOMP) no later than 48 hours to receive the Office Workers Compensation Program (OWCP) Claim number. Employees are responsible for submitting proper medical documentation, CA-16, Authorization for Examination or Treatment, and CA-17, Duty Status Report, within 10 working days of injury. All medical reports must be signed or co-signed by a physician (MD) as defined by the Federal Employees' Compensation Act (FECA).

ARTICLE 21

ADMINISTRATIVE FURLOUGHS

SECTION 1. When an administrative furlough is announced by the Federal Government, a list of excepted positions during the furlough will be provided to the Union upon request.

ARTICLE 22

DURATION OF AGREEMENT

SECTION 1. This contract will remain in effect for a period of not less than three years from the date of its approval by the Approving Authority or until the next contract is approved.

SECTION 2. This Agreement may be opened at any time for amendment by agreement of the parties. Any request shall be in writing and will be accompanied by the proposed amendments and the reasons therefore.

BETWEEN

THE ADJUTANT GENERAL

MASSACHUSETTS

AND

NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES LOCAL R1-154

17 Sep 2015

FOR THE UNION:

FOR THE EMPLOYER:

