

Article I – Preamble

1.1 Preamble

This Agreement is entered into under the provisions of The Federal Service Labor-Management Relations Statute, 5 U.S.C. Sec. 7101 through 7135, by and between The Adjutant General (TAG) of the Maryland National Guard, hereinafter referred to as "Management" and the Chesapeake Chapter of the Association of Civilian Technicians, Inc., hereinafter referred to as "Labor."

The bargaining unit members of the Army Aviation Support Facility (AASF) formed the Chesapeake Chapter of the Association of Civilian Technicians (CCACT) to help foster a better working relationship between management and labor. Management and Labor (We) believe that cooperation may have a positive influence on the efficiency, effectiveness, morale, and overall day to day operation of the AASF. With mutual cooperation we will increase operational readiness and provide quality service to customers. We will strive to maintain a safer and more efficient work place and open new lines of communication within the facility between management and its employees. We are looking forward to a new and brighter future for the bargaining unit and customers of the AASF.

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

Management agrees to accept Labor as a partner in improving the efficiency and effectiveness of operations that affect the conditions of work for the bargaining unit.

It is understood, as primary tenets to this collective bargaining agreement, that Management and Labor have prescribed rights and obligations that should be interpreted in a manner consistent with the requirement of an effective and efficient Government, and the provisions of this agreement stem from the internal interests of the CCACT. This agreement will not replicate statute or regulation language, but may make reference to them with a general description of contextual use. Specific details of referenced statutes or regulations shall be described in the Employee Handbook.

1.2 Joint Goals and Commitments to Employees - The provisions of this collective bargaining agreement should be interpreted in a manner consistent with the requirement of an effective and efficient Government, fostering positive and productive Labor/Management Relations (LMR).

Article II – Exclusive Recognition and Coverage

2.1 Bargaining Unit Description - This agreement is applicable to all bargaining unit

personnel employed by the Adjutant General of the State of Maryland, that work at the AASF located at Weide Army Heliport, Edgewood, Maryland, excluding all managerial, supervisory, those engaged in Federal personnel work in other than a purely clerical capacity, confidential employees, and professional technicians, and including all Maryland Army National Guard wage grade and general schedule technicians employed at the above location.

2.2 Bargaining Unit Characteristics - The parties agree that the AASF is a tenant activity on the Edgewood Area of Aberdeen Proving Ground. That relationship places certain responsibilities on both management and employees of the AASF. Certain rules, directives, and restrictions dealing with installation security, the National Environmental Policy Act, military protocol, and safety are issued as needed by the installation commander that normally apply to all installation tenants. Management will determine applicability of such directives and ensure compliance when appropriate. Moreover, use of installation facilities by AASF personnel requires the normal military protocol and personal appearance standards applicable to the uniform of Army military personnel. Very specific requirements exist to address, for example, the high level of attention necessary for storm water management, hazardous waste handling, and pollution prevention.

Article III – Governing Authority

3.1 Law - It is agreed that in the administration of all matters covered by the agreement, Management and Labor are governed by the relevant statutes. Furthermore, it is agreed that existing or future regulations and policies govern administration of this collective bargaining agreement. Nothing in this contract shall affect the authority of the AASF Supervisor or designee to take whatever actions that may be necessary to carry out the mission during emergencies.

Article IV – Partnership

4.1 Management and Labor (CFACT Officers) Meetings - It is agreed that the Local Management Representative will meet at the request of Labor on a quarterly basis or at times mutually agreed to with the CFACT President or Labor representatives to confer and attempt to resolve appropriate matters. For quarterly meetings, subject matter will be exchanged at least three (3) working days in advance of the meeting. For other Labor and Management Meetings, the party requesting the meeting will furnish the subject matter at least one (1) working day in advance of the meeting.

4.2 Official Notification Procedures - Management and Labor will exchange notification on matters of mutual concern in memorandum format.

4.3 Correspondence - Correspondence between Management and Labor shall be answered by either party within ten (10) workdays of receipt of said correspondence. This time limit does not supersede other time requirements stated in the appropriate law, regulation, directives, this contract, or by mutual agreement.

Article V – Equal Employment Opportunity

5.1 Commitment - Management and Labor agree to cooperate to the fullest in providing equal employment opportunity and to prohibit illegal discrimination because of age, race, color, creed, sex, or national origin. Both parties agree to promote and support all programs of equal employment opportunity through a positive and continuing effort.

5.2 EEO Complaint Procedure - Any technician who believes they have been discriminated against in any matter because of race, color, religion, sex, age, national origin, or handicap may file an EEO complaint through the statutory procedures by contacting a designated EEO counselor for that specific area within forty-five (45) calendar days of the occurrence.

5.3 Complaints Alleging Sexual Harassment

a. The employer and the labor organization agree that sexual harassment in the workplace will not be condoned.

b. Any technician who feels they have been the victim of sexual harassment may file a complaint through the statutory procedures by contacting an EEO counselor within forty-five (45) calendar days of the occurrence.

c. Any documented complaint will be addressed in an expeditious manner.

Article VI - Glossary of Terms

6.1 Purpose - To provide definition for phrases, words, and/or clauses included in this contract to insure a common understanding between Management and Labor.

6.2 Glossary Terms - Items needing definition are underlined where required throughout the contract.

6.3 Terms and Definitions – See Annex B.

Article VII - Labor Organization and Shop Stewards

7.1 Executive Council - The CCACT Executive Council shall consist of President, Vice President, Secretary, and Treasurer.

7.2 Shop Steward - In order to maximize representation no more than three shop stewards shall represent the CCACT bargaining unit.

7.3 List of Officer and Stewards - Following an election of or a change in the officers and/or stewards a memorandum listing by names and position shall be provided to the AASF supervisor, the Director of Human Resources, and posted on the union bulletin board.

Article VIII - Union Activities

To the fiscal and physical extent possible, bargaining unit activities are encouraged when they positively affect the productivity and efficiency of the organization and ensure the rights and interests of Management and Labor.

8.1 Union Sponsored Training - Union sponsored training (exclusive of internal union training/activities) is appropriate and may be supported consistent with workload and mission when it is of benefit for professional development. Such training shall be paid for by labor and requested at least 45 calendar days in advance of the proposed training. Moreover, a memorandum signed by the local labor union President detailing the syllabus, organizational benefits, official leave requirement, as well as time and location of training shall be provided to the AASF supervisor and accompany the request for training.

8.2 Office Space for Labor - At this time office space is not available.

8.3 Use of Facilities and Communications Equipment - Until such time as facility space can be provided and labor can procure office furnishings and equipment, labor shall have access to telephone, the facsimile machine in the operations office, the copier in the flight planning room, a desk top computer, and the break room. A copy machine user code and a NETWORK user ID/password for the desktop computer shall be assigned to the labor organization. Except during scheduled lunch periods and before/after normal duty hours use of such equipment must be in an official time status.

8.4 Official Time - The union representative will submit a "Memorandum Thru" their immediate supervisor "For the Facility Supervisor" requesting official time. The memorandum shall include the following; when, where, how much time, and the purpose for the requesting time. On each occasion where official time is requested, a leave slip (SF 71) will be submitted to the first line supervisor.

8.5 Bulletin Board - One bulletin board location shall be designated for labor in each hangar. Labor will provide management a copy of articles posted on the bulletin board. No union information shall be posted on any other bulletin board unless approved in advance by the AASF Supervisor.

8.6 Distribution – Labor shall provide management copies of CCAT newsletters and flyers. Management shall provide labor with copies of proposed changes to working conditions. Management shall provide a mailbox used exclusively for labor.

Article IX- Employee Assistance Programs

9.1 Purpose - Management and Labor agree that the Technician Assistance Program (TAP) is concerned with alcohol and drug abuse prevention and control, and other problems not purely medical; i.e. financial, family, and emotional disturbances that adversely affect behavior and job performance. A continuation of support to the whole person enhances productivity and *morale*, and is encouraged.

9.2 Services - Management and Labor will work closely in implementing the program. A Technician Assistance Coordinator is appointed at the AASF to counsel and advise individuals seeking information about the program. The coordinator can provide information on any expense that may be associated with services. The authority that governs this program is cited in reference TPR Supplement 792-2 and Policy and Guidance Letter #24.

Article X - Payroll Deduction

10.1 Technician Eligibility - This article is applicable to all technicians of the bargaining unit (CCACT) who are members in good standing and who;

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

10.2 Dues Allotment

- a. Dues in the amount of 0.7% (seven tenths of one percent) of the member's base rate of pay will be deducted from the biweekly pay of any eligible technician of the unit who is a member of the CCACT and who has voluntarily authorized such deduction on a properly-executed Standard Form (SF) 1187. The base rate of pay shall be exclusive of any hazardous duty, overtime, shift differential, premium, or other related pay outside the technician's basic pay rate.
- b. A technician may have only one dues allotment per pay period payable to the CCACT.
- c. If the amount or rate of regular dues is changed, the CC ACT will notify management of the technician pay, in writing, of the change. This section would then be amended to reflect the revised amount (percentage) in accordance with regulations. Only one such change will be made in any period of 12 consecutive months.

10.3 Allotment Authorization Procedures

- a. The CCACT will inform each of its members of the voluntary nature of the authorization for payment of labor organization dues and of the prescribed procedure for revoking same.
- b. The CCACT agrees to distribute to its members in good standing the prescribed authorization form, SF 1187, Request for Payroll Deductions for Labor Organization Dues. The

CCACT chairman, secretary, or treasurer will be designated to receive properly executed forms, certify the labor organization portion of the forms, and submit the forms to management.

c. Allotments authorized on properly completed and certified forms received in the management will be processed to the servicing technician payroll office. The authorized amount shall be withheld from the technician's pay and will continue until the allotment is terminated under one of the conditions stated in section 10.4, below.

10.4 Terminating Allotments - Management will take action to terminate an allotment:

a. Within 15 days after the CCACT loses exclusive recognition under any of the conditions specified in PL 95-454, or other pertinent regulations, provided that during the 15-day period the CCACT has not reacquired its exclusive recognition.

b. At the end of the pay period when, or during which, a technician separates from the bargaining unit or moves to a position not serviced by the appropriate technician payroll office.

c. When the management receives written notice from the CCACT that the technician is no longer a member in good standing of the CCACT.

d. Upon receipt of a properly executed SF 1188 (provided by management), Cancellation of Payroll Deductions for Labor Organization Dues.

e. When the technician who authorized the allotment dies, retires, or separates from technician employment.

10.5 Voluntary Revocation by the Technician - Any technician who wishes to terminate his allotment may submit a properly executed SF 1188. Completed SF 1188 will be submitted to the management for processing to the servicing technician payroll office. After submission and verification by the Human Resources Officer/Office (HRO), voluntary revocations will become effective during the pay period in which received in the servicing payroll office. Upon receipt of a properly executed SF 1188, Cancellation of Payroll Deductions for Labor Organization Dues, providing such allotment was withheld from the technician's pay for a period of at least one-year.

10.6 Exclusionary Provisions From LMRA

a. The CCACT and Management recognize that the expiration of the Labor-Management Relations Agreement (LMRA) (contract) shall not terminate or in any way affect dues withholding under this article. The parties agree that dues withholding shall continue under the procedures set forth in this article during renegotiations of the LMRA or until otherwise changed by mutual, written consent of the parties.

b. This article shall be terminated:

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

(2) On the 151h day after the CCACT shall have lost its certification for exclusive recognition, provided that during the 15 day period the CCACT shall not have reacquired its status as exclusive representative.

Article XI - Hours of Work

A workweek that is conducive to increased productivity, operational readiness and continued customer support benefits all. Understandably, operational contingencies arise necessitating an alternate work schedule. To the extent possible, alternate work schedules and shift change notifications will be provided for in advance. When practicable, management and labor will work closely to provide information pertaining to these changes. Information on Hours of Work can be referenced in HRO Policy & Guidance Letter (PGL) #22.

11.1 Workweek - The administrative workweek will be seven consecutive days Sunday through Saturday. Normally, the basic workweek shall be four consecutive days, Tuesday through Friday at 10 hours each.

11.2 Workday - The normal workday will be 0630-1700.

11.3 In Lieu of Holidays - In accordance with PGL #22 TAG will determine In Lieu of Holidays.

11.4 Lunch Periods - Generally, a 30 minute duty free lunch break is authorized at midpoint of the day from 1130-1200 hours. Lunch breaks shall not normally be interrupted by work calls or other official business. Management will make every effort to coordinate the workload to allow uninterrupted lunch breaks.

11.5 Alternate Work Schedules - It is recognized by Management and Labor that in order to expedite the mission of the organization and maintain effective scheduled operations on a sound economic basis, it may be necessary to assign certain personnel to a tour of duty outside the basic workweek. On a case-by-case basis, management may assign an alternate work schedule based on the mission or emergency requirements of a temporary nature. Consideration for the suggestions, opinions and desired of the technicians involved will be given.

11.6 Shift Change Notification - Affected technicians will be notified no less than two weeks in advance of change. A situation which imposes immediate and unforeseen work requirements as a result of natural phenomena or mission related circumstances beyond reasonable control or ability to anticipate, *or when costs are substantially increased*, is excluded from the two-week notice requirements.

11.7 Overtime - AASF technicians are not entitled to overtime pay for overtime worked; they will however earn compensatory time.

11.8 Rest Periods - The AASF will have two 15 minutes rest periods. The normal rest period will be between 0900-0915 and 1430-1445. Rest periods shall not normally be interrupted by

work calls or other official business. Management will make every effort to coordinate the workload to allow uninterrupted rest periods.

11.9 Premium Pay - All shift, holiday, and Sunday premium pay will be paid as authorized by regulation for all technicians.

11.10 Compensatory Time - Technicians will be given compensatory time for the amount of time worked in excess of their scheduled workday. Technicians called in outside of their scheduled hours of work shall be credited with a minimum of two (2) hours of compensatory time regardless of whether the technician is required to work the entire two (2) hours.

Article XII – Leave

All leave should be planned for as far in advance as practicable, with sufficient notification to the supervisor, except in the case of a verifiable emergency. The policies established should be clear and concise, and easily understood by all. Agency policy will be followed as outlined in Public Law and HRO PGL #22.

12.1 Military and ADSW Leave - Bargaining members receive 15 days of military leave per fiscal year. Bargaining unit members will immediately notify their supervisors of all intended military training and/or mobilization. Immediate supervisor's approval will be required for training in excess of the required 15 days.

12.2 Inclement Weather/Emergencies - The AASF Supervisor or designee shall determine the necessary response to inclement weather and or emergencies. Such decisions shall include closure, early release, and late arrivals. The AASF Supervisor shall maintain a phone alert roster for use during emergencies and inclement weather. Bargaining unit members are responsible for maintaining current addresses and phone numbers on the alert roster.

12.3 Late Arrivals and/or Call Off - Except under verifiable circumstances an employee shall call their immediate supervisors within 30 minutes of the start of the duty day. Failure to comply shall result in an AWOL status until present for duty.

Article XIII - Merit Promotion and Internal Placement

It is the policy of the Maryland National Guard that all technician positions be filled by the best qualified individuals available and ensure that all technicians have an opportunity to develop and advance to their full potential. Maryland Army National Guard TPR 335-2 establishes procedures and provides information on the merit placement program for technician positions in the Maryland National Guard.

13.1 Vacancy Announcements - Bargaining unit members shall be given first consideration in the application, interview, and selection process for bargaining unit positions.

13.2 Grievances - A technician who believes that proper procedures were not followed in a particular placement action for which they were an applicant may present a grievance in accordance with the negotiated labor agreement if applicable. A grievance will not be considered when it is based on non-selection.

Article XIV - Appraisals and Recognition Programs

Timely and accurate performance appraisals are an invaluable tool for managing an employee's performance. Management and Labor understand that monitoring an employee's performance and providing guidance on improvement benefit themselves, the employee, and the customer. Recognizing employees for outstanding performance is the mark of a caring organization. The authority that governs this program is cited in reference TPR 430 (Technician Personnel Performance Appraisal System), 451 Technician Personnel National Guard Incentive Awards Program, 451-1 Technician Personnel On-the-Spot Awards, and 451-2 (Technician Personnel Time-Off Awards). Employees should become familiar with the above mentioned TPRs.

14.1 General - The bargaining unit member should carefully review their standards and provide feedback to their supervisors to ensure accuracy. Six-month counseling sessions will be annotated on the Technician's NGB Form 904-1.

Article XV – Training

All employees should be trained to meet present and future job requirements. Training requirements should be determined jointly between management and employees to meet the needs of the organization. Employee Training will be conducted according to HRO TPR 410, Army Aviation Doctrine, and the Army Aviation Support Facility SOP.

15.1 Employees should ensure, through periodic review that their Official Personnel File, located in HRO, is accurate and reflects their career training accomplishments.

15.2 All employees and supervisors shall support employee training that enhances the professional development of both the Army Aviation Support Facility and the respective employee.

15.3 Management and Labor shall mutually develop initial and periodic training that may be necessary for the effective and efficient implementation of this contract.

Article XVI - Health, Safety, and Welfare

A healthy and safe work environment is the cornerstone of a successful organization. Health and Safety should be a priority of both Management and Labor who should work together to provide a safe and healthy workplace. There will be a collective effort between Management and Labor

to ensure a workplace that is safety conscious and health concerned, with trained and informed employees. The provisions of current Laws and Regulations to protect the welfare of all technicians will be strictly adhered to.

16.1 Personal Safety Equipment - Failure to use the required safety equipment when performing a particular task may result in injury, death, or a personnel action.

16.2 Facility and Vending Machine Funds - Management and Labor will establish a welfare committee in accordance with Maryland Military Department Regulation 5-4.

16.3 Medical Surveillance Program - Incumbents of a position requiring medical surveillance must comply with the annual physical as a condition of employment. Failure to comply may result in denial of workplace related health claims, or a personnel action.

16.4 Break Room - First priority for use of the break room will be given to the bargaining unit members.

16.5 Designated Smoking Areas - Management and Labor will meet for the purpose of establishing designated smoking areas.

Article XVII – Compensation

17.1 Environmental Differential Pay - Management and labor will participate in reviewing conditions of work that may require Environmental Differential Pay. Such reviews shall be consistent with TPR 532/550 (EDP/HDP).

Article - XVIII - Discipline and Adverse Action

The parties agree that discipline and adverse actions will be based on just cause and be consistently and equitably applied to promote the efficiency of the federal service. Moreover, discipline and adverse actions shall be addressed consistent with MDNG TPR 752.

18.1 This article applies to matters of conduct only and not actions related to job performance. It is acknowledged that in some cases, disciplinary actions are necessary.

18.2 Disciplinary action will be for the sole purpose of correcting offending employees and problem situations and maintaining discipline and morale among other employees. Discipline and/or adverse actions *may* proceed in a progressive manner.

18.3 As a general rule, an individual who is charged with an adverse action will be retained in a paid status up to and including the entire appeal process. The proposed adverse action will not be effected until the Adjutant General has rendered a final decision. This rule does not apply to any possible appeal process beyond the final decision of the Adjutant General.

18.4 The exception to the rule indicated above is when management determines that the technician's presence at the work site is so disruptive that it would affect the safety and effectiveness of the workforce, or otherwise not be in the best interest of the Government.

Article XIX - Technician Travel

As necessary, bargaining unit members will be assigned travel to meet the mission of the AASF. Whenever possible, sufficient notification should be given to these members. The authority that governs this Article is cited in reference DOD Joint Travel Regulation Volume II and the HRO Policy Guidance Letter #17.

19.1 Government Travel Credit Card - Management and Labor will work together to educate bargaining unit members on the use of the Government Travel Credit Card.

Article XX - Reduction-In-Force (RIF)

20.1 General - The Adjutant General is responsible for implementing a reduction in force.

20.2 Procedures - Procedures relating to a reduction in force will be governed by NGB Technician Personnel Regulation (TPR) 300 (351), Maryland National Guard TPR 351, Public Law 95-454, and this Article. The Employer agrees to negotiate Impact and Implementation procedures and appropriate arrangements.

20.3 Definitions, Competitive Levels, and Retention Register

a. Reduction in Force (RIF). A RIF occurs when a technician is released from a competitive level by separation, change in lower grade, furlough for more than 30 days, or reassignment involving displacement of another technician, when lack of work or funds, reorganization, reclassification due to change of duties, or the need to make a place for a person exercising re-employment or restoration rights requires the agency to release the technician. Termination of temporary appointments or promotions and furloughs of less than 30 calendar days are not considered RIFs.

b. Competitive Levels.

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

(2) Only Maryland Army National Guard Technicians will compete for positions within their designated competitive area.

c. Retention Register. A retention register shall be established that reflects consideration for retention in priority of; Tenure Groups, Performance Appraisals, Maryland Army National

Guard Technician service, total accumulative military time, and total service time as determined by service computation date (SCD).

20.4 Management Responsibilities

a. Meet with the Association as soon as possible to explain the need for a RIF and negotiate Impact and Implementation procedures.

b. After Impact and Implementation bargaining with the Association, notification of the RIF will be in form of a posted written general notice as far in advance as possible.

c. Upon posting of a general notice a hiring freeze will be initiated on all technician vacancies for which employees affected by the RIF may qualify for.

d. The Employer will minimize displacement actions incurred by a RIF to the extent possible through reassignment.

e. A separate written notice will be sent via registered/certified mail to each affected technician to be RIF'd at least 60 calendar days prior to the effective date of the action. This notice will state specific actions and known alternatives to be offered to the technician.

f. Receipt of a new performance appraisal after a RIF has been authorized, will not affect the technician's retention standing.

g. Technicians RIF'd will be placed on a re-employment priority list for two years. Individuals will receive priority placement for all suitable vacancies, at the same grade or representative pay rate of their former position. Reasonable efforts will be made to notify the individuals of any position vacancies two years from the notification of the RIF action.

20.5 Appeals

a. A competing technician may appeal to the Employer if he believes that the Employer incorrectly applied the provisions of NGB TPR 300 (351), and MDNG TPR 351.

(1) An appeal may be submitted upon receipt of a specific notice, but not later than 30 calendar days before the effective date of the action.

(2) The appeal must clearly state the reason the technician believes the action affecting him is inappropriate, and must show that the Employer failed to comply with the RIF procedures outlined in NGB TPR 300 (351) and MDNG TPR 351; e.g., insufficient notice, improper tenure grouping, and errors in service computation date.

b. Extension of Time Limit. The employer may extend the appeal time limit when the technician indicates that he was not notified of a time limit and otherwise, was not aware of it, or that circumstances beyond his control prevented him from appealing within the time limit.

c. Decision on Appeal. The Employer will issue a written decision within eight working days and, where applicable, direct the management to take any necessary corrective action. A copy of the decision stating what corrective action will be taken is then forwarded to the technician. The decision of the Employer is final, and there is no further right of appeal. A copy of the decision issued by the Employer will be furnished to the Association.

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

- (1) Correct the retention register.
- (2) Correct the technician's specific notice.
- (3) Restore the technician to his former grade or pay level or one of like seniority, status, and pay when the technician was reduced or separated improperly.
- (4) Reimburse the technician for all pay lost as a result of any improper RIF action.

Article XXI - Grievance Procedures

Every effort should be made so that conflict resolution can occur at the lowest level. Management and Labor will resolve technician grievances, expeditiously and fair.

21.1 General – Bargaining unit members are required to use this negotiated grievance procedure as the sole means of resolving all grievances. The employee retains the right to request Labor Organization representation in the grievance process or to decline such representation. If the employee chooses not to have representation, that waiver must be in writing. The Labor Organization will be given the opportunity to have a representative present during all grievance proceedings to ensure that the adjustments of the grievance are not inconsistent with the terms of the agreement. In the absence of any party identified in this article, the responsibility for any action required by this article may be satisfied by the duly appointed designee of the responsible party. All time limits provided herein may be extended by mutual consent for good cause as shown by management or labor.

21.2 Definition – A grievance is :

- a. Any complaint by any employee concerning any matter relating to the employment of the employee.
- b. Any complaint by the labor organization concerning any matter relating to the employment of any employee.
- c. Any complaint by any employee, the labor organization, or agency concerning:
 - (1) The effect of interpretation, or a claim of breach of the collective bargaining agreement; or

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

21.3 Exclusions - It is agreed that this negotiated procedure is a full coverage procedure except for those matters specifically excluded by law (PL 95-454) from the coverage of this agreement. Matters excluded from the negotiated grievance procedure are:

- a. Any claimed violation relating to prohibited political activities (Hatch Act Violations).
- b. Retirement, life insurance, or health insurance.
- d. A suspension or removal under Paragraph 7532 (National Security) of Title 5, U.S.C.
- e. Any examination, certification, or appointment.
- e. The classification of any position which does not result in the reduction in grade or pay of an employee. This matter may be appealed under other procedures.
- f. An EEO complaint.

(added) g. Items that are identified by 32 U.S.C. 709(/)for which there is no appeal beyond the Adjutant General.

21.4 Employee Rights - All employees have the right to present their grievances to the appropriate management officials for prompt consideration. This procedure provides a means for the prompt and orderly consideration and resolution of employee(s) or labor organization grievances. In exercising this right, the employee(s) and the representative will be free from restraint, coercion, discrimination, or reprisal.

21.5 Grievance File – A grievance file will be maintained by the HRO on formal grievances.

21.6 Presenting a Grievance

- a. A grievance must be presented using the agreed to grievance form which is included as part of this article.
- b. The labor organization has the right, on its own behalf or on the behalf of the bargaining unit employee(s), to present and process grievances.
- c. If an employee or group of employees elect to present their grievance without the assistance of the Labor Organization, adjustments of the grievance may not be inconsistent with the provisions of this agreement.
- d. The appropriate supervisor or manager involved will notify the Labor Organization of grievance proceedings and inform them of the time and place of such proceedings. The point of contact will be a chapter representative.

21.7 Official Time - A reasonable amount of official time, without charge to leave, will be afforded in accordance with the following:

a. To the employee, through the labor organization, to discuss informally with his/her first line supervisor and/or their labor organization representative, any dissatisfaction the employee may have.

b. To a labor organization representative to discuss informally or formally, with the appropriate management official, any complaint the labor organization may have concerning matters under this agreement.

c. To the employee, through the labor organization, and the designated labor organization representative for preparing and presenting the grievance.

21.8 Employee Grievance Procedure – An employee shall present a grievance concerning a particular act or occurrence within 15 calendar days of the act or occurrence or the date he/she became aware of such act or occurrence.

STEP 1 (Informal Process)

a. **Form of Grievance** – An employee may present a grievance under the informal procedure either orally or in writing.

b. **Local Action** - The supervisor will take immediate action to arrange for a meeting with the employee (this meeting should be within three (3) working days, if possible) to discuss the matter. The supervisor has an obligation to act promptly and fairly on the matter, seeking advice and assistance of others when necessary, which may contribute to the resolution of the grievance objectively through informal discussion. Emphasis at this stage should be settlement of the matter at the lowest possible administrative level in the shortest possible time. The immediate supervisor will prepare a memo for the record, including a summary of the grievance, the consideration and alternative solutions reached, and action taken. A copy will be furnished to the employee, and the labor organization within five (5) working days.

STEP 2 (Formal Process) - If the grievance is not resolved at Step 1, the grievance will be submitted in writing within five (5) working days (see sample Grievance Form attached) to the next higher supervisor who has resolution authority. This supervisor will meet with the first-line supervisor, the grievant, and the representative within five (5) working days. A written decision will be furnished to the grievant within five (5) working days after the meeting.

STEP 3 - If the grievance is not resolved at Step 2, the grievance shall be referred by the grievant to the senior management official for the work location, or his designee, within five (5) working days after receipt of the decision in Step 2. This supervisor shall meet with the grievant, his representative, the CCACT president, and the supervisors concerned within five working days after receipt of the grievance. A written decision will be rendered within five (5) working days after the meeting, and will be provided to the aggrieved technician and the representative.

STEP 4 - If the grievance is not resolved at Step 3, the grievance shall be referred to the organization's Alternative Dispute Resolution (ADR) Staff through the MDARNG Chief of Staff, by the grievant within ten (10) working days of receipt of the Step 3 decision. A representative from the ADR Staff will meet with the designated CCACT official to discuss the grievance. The ADR Staff will then review the grievance and render a recommendation within fifteen (15) working days.

STEP 5 - If the grievance is not resolved at Step 4, the grievance shall be referred to TAG within ten (10) working days of receipt of the Step 4 decision. TAG's decision will be addressed to the grievant with copies to any cosigners and the CCACT President within five (5) working days. The decision of TAG is final unless arbitration is invoked.

STEP 6 - If the grievant is not resolved at Step 5, the Association or the Employer may invoke binding arbitration, but must do so within 30 calendar days of receipt of the response to the Step 5 grievance. Individual technicians do not have the right to invoke binding arbitration.

21.9 Labor Organization Grievance - CCACT shall present any grievance concerning a particular act or occurrence within fifteen (15) calendar days of the act or occurrence, or the date CCACT became aware of such act or occurrence.

STEP 1 (Informal Process) - CCACT agrees to consider an attempt to informally resolve the grievance at an appropriate level prior to formal presentation. The grievance will be prepared orally or in writing, and presented to the AASF Supervisor. The event(s) leading to the grievance will be discussed with the AASF Supervisor at the time of the presentation of the grievance. The AASF Supervisor will provide a decision, in writing, within five (5) working days, to the CCACT President.

STEP 2 (Formal Process) - A CCACT initiated grievance will name the AASF Supervisor as respondent. The grievance will be prepared in writing and submitted to the AASF Supervisor within five (5) working days after receipt of Step 1 decision. The event(s) leading to the grievance will be discussed with the AASF Supervisor at the time of the presentation of the grievance. The AASF Supervisor will provide a decision, in writing, within three (3) working days, to the CCACT President.

STEP 3 - If the grievance is not resolved at Step 2, the grievance shall be referred to the organization's Alternative Dispute Resolution (ADR) Staff through the MDARNG Chief of Staff, by CC ACT within ten (10) working days of receipt of the Step 2 decision. A representative from the ADR Staff will meet with the designated CCACT official to discuss the grievance. The ADR Staff will then review the grievance and render a recommendation within fifteen (15) working days.

STEP 4 - If the grievance is not resolved at Step 3, the grievance shall be referred to TAG within ten (10) working days of receipt of the Step 3 decision. TAG's decision will be addressed to CCACT President within five (5) working days. The decision of TAG is final unless arbitration is invoked.

21.10 Arbitration Procedures - It is intended that arbitration may be used to settle unresolved grievances as a last alternative.

21.11 Arbitration Selection - When arbitration is invoked, the party invoking arbitration may request a list of seven arbitrators from the Federal Mediation and Conciliation Service (FMCS) and concurrently inform the other party of its intent. Within seven (7) working days of receiving the list, both parties shall meet to select an arbitrator. If agreement cannot be reached regarding the selection of an arbitrator, then the parties will alternately strike the names from the list until only one (1) name remains. The individual's name remaining will be duly selected to hear the grievance. The parties agree that if the selected arbitrator is unavailable to hear the grievance within thirty (30) days, the parties may select a new arbitrator using the above procedures. If either party fails to participate in the selection process, the arbitration action will proceed with the requesting party accomplishing the selection. If the chosen arbitrator cannot hear the case within thirty (30) days, the intent of this section is to allow the parties to select from the remaining names on the list or request a list of seven additional names.

21.12 Arbitration Expenses - The employer and CCACT will share expenses incurred for arbitration equally. If a transcript is required or used during the arbitration proceedings, both parties will share the expense equally.

21.13 Date and Location - The arbitration hearing shall be held on a date and at a location mutually agreed upon by the parties.

Article XXII – Alternative Dispute Resolution

22.1 General - Before any formal third party action is invoked (i.e. unfair labor practices) a thirty (30) calendar days period will be allowed to resolve the dispute through ADR. The party filing an action has the right to request immediate action in serious situations, where substantial harm could occur to the employees' employment. The respondent must honor a request for immediate action or dispute the seriousness of the action. The ADR process for grievance is found in Article XXL

Article XXIII - Interest Based Bargaining

23.1 Interest-Based Bargaining - Interest-Based Bargaining shall be the primary method/technique used to facilitate Labor Management Relations (LMR).

23.2 Impact and Implementation Bargaining - In accordance with Public Law 95-454, Labor will be afforded its right to request impact and implementation (I&I) bargaining on conditions of employment, to include both personnel policies and practices and matters affecting working conditions at the local level. As a matter of practice, labor shall be provided five (5) working days to review proposed changes effecting conditions of employment. Any request for I&I must be submitted in writing and received by the local management representative within the established suspense date of the proposed change. Failure to provide written comment or request for I&I will be considered as CCACT concurrence with the proposed change [s].

Article XXIV - Uniforms and Equipment

24.1 Management and labor agree to work together to ensure the bargaining unit members have a standard issue of authorized uniforms and job related equipment. A listing of clothing and equipment shall be included in the employee handbook. Authorizations shall be developed within the limitation of Agency Policy if not already provided for in CTA 50-900.

24.2 Management shall reserve the right and responsibility for uniforms and equipment decision relating to safety.

24.3 Management will maintain four coveralls per unit member. Fair wear and tear of other uniforms and equipment will be addressed in the employee handbook.

24.4 Bargaining unit members shall be in the designated uniform while in the workplace or on military installation during the duty day.

24.5 All items of clothing and equipment not issued by units shall be issued on a hand receipt from the AASF. This will in no way alter the authorizations currently provided by the members respective military unit.

24.6 Provisions of this article may be reviewed for operational efficiency and effectiveness during mid-term bargaining.

Article XXV - Test Programs/Change of Working Conditions

Organizational changes effecting working conditions or programs are inevitable and necessary. Test programs should be implemented in the least disruptive manner. Such programs that involve bargaining unit members may be implemented to determine the feasibility of new programs, and will be partnered by management and labor. Such tests should not exceed a reasonable period of time, which may be determined by the cycles of equipment maintenance, supported unit training or seasons.

Article XXVI - Standards of Conduct

In order to maintain a climate of mutual respect and trust, all employees are compelled to abide by the Joint Ethics Regulation, (DOD Directive 5500.7), which requires all full time personnel to be informed of the Standards of Conduct. Inasmuch as the government entrusts all full time personnel with the custody of valuable equipment, it is imperative that these employees be of the highest ethical and moral standards.

Article XXVII - Communication Devices

The use of personal communication devices such as headphones and cellular phones disturbs the work place and/or create safety hazards. Communication devices will be provided as necessary by management to perform normal duties.

27.1 Employee Owned Personal Communication Devices

a. Computers: No employee may utilize a personal computer in the AASF. Personal computers may not be connected to the AASF network either at work or from home.

b. Cellular Phones & Pagers are prohibited from the work site except as directed by the AASF Supervisor.

27.2 Government Owned Employee Operated Communication Devices

a. Computers - "Official Use Only." At no time will personally owned software or personally developed data be installed or used on AASF computers.

b. Cellular Phones & Pagers - Are provided for official use only and will be used as directed by the AASF Supervisor.

Article XXIII - Agreement Administration

28.1 General - This agreement serves as the point of departure for all conditions of employment and serves as the standard for labor/management interaction regardless of past practices.

28.2 Effective Date - The effective date of this agreement shall be after execution by the parties and approval by the DOD. Both dates will be made part of the agreement prior to its distribution.

28.3 Agreement Duration

a. This agreement shall expire three (3) years after its signing by the parties. Further, the agreement will be terminated by The Adjutant General upon certification by proper authority that the association no longer represents the employees in the bargaining unit.

b. The term of this agreement may be extended beyond the expiration date for one year increments based on mutual agreement of the parties.

28.4 Agreement Precedence - The precedence of this agreement shall be governed by section 3 .1 of Article III. Changes to regulations and policies listed in the Reference Annex of this contract must afford consideration of CCACT interests and the effect that such changes may have on CCACT interests prior to implementation.

28.5 Agreement Amendments/Supplements

- a. This agreement may be subject to modification as a result of a change in or issuance of an appropriate new law, rule, or regulation by proper authority at a higher level.
- b. By mutual consent of the parties.
- c. A request for an amendment or modification of this agreement by either party shall be in writing, setting forth the need or reason for the proposed change, include a summary of the change, and have mutual acceptance.
- d. Representatives of Management and Labor will meet within 30 working days to commence negotiating the proposed amendment or modification, unless a later date is mutually agreed upon. No changes other than those specified in the summary will be considered.
- e. Approval of an amendment or modification to the agreement will be accomplished in the same manner as provided for approval of the basic agreement.

28.6 Negotiating a New Agreement

- a. Negotiations for a new agreement will commence no earlier than 180 days nor no later than 90 days prior to the termination of this agreement. In the event either party fails to request negotiations of a new agreement; this agreement will automatically extend for period of one (1) year.
- b. No less than thirty days prior to the start of negotiations of a new agreement, up to three representatives of Management and up to three representatives of Labor will meet to initiate a memorandum of understanding establishing the ground rules for the conduct of negotiations.

28.7 Final and Complete Agreement

- a. This agreement incorporates by reference the Memorandum of Understanding between Management and Labor dated 1 July 1999.
- b. The 1 July 1999 MOU and this Agreement are the final, complete agreement of the parties. No other terms, written or oral, exist except as referenced by the MOU or this contract.

28.8 Mid-term Bargaining - Management and CCACT may enter into mid-term bargaining 18 months after the effective date of this contract. Ninety (90) days prior to the 18 months point both management and CCACT shall meet to develop a list of traditional and IBB items that will be used as the sole basis of subjects for mid-term bargaining. This list will be developed in the same format as noted in the MOU dated 1 July 1999 enclosed.