

**AGREEMENT  
BETWEEN  
THE ADJUTANT GENERAL,  
STATE OF MARYLAND  
AND  
ASSOCIATION OF CIVILIAN  
TECHNICIANS  
CHESAPEAKE AIR CHAPTER 125**

**NOVEMBER 2008**

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**AGREEMENT  
BETWEEN  
THE ADJUTANT GENERAL, STATE OF MARYLAND  
AND  
ASSOCIATION OF CIVILIAN TECHNICIANS  
CHAPTER 125**

**BASIC AGREEMENT**

**PREAMBLE**

a. Recognizing the benefits to be derived from a mutual interest in maintaining a strong Maryland Air National Guard, (MDANG) the Parties assume the responsibility for encouraging all Practices which promote efficient operations. In fulfilling this responsibility, the Parties do affirm that all efforts will be made to insure a full day's work on the part of all employees in the unit, to improve the quality of workmanship, to encourage the submission of constructive work improvement and cost reduction ideas, to vigorously promote accident prevention and exert concerted effort to strengthen good relations between Management, employees and the local community. Both parties are committed to continuing with the development of a strong Labor Management Partnership that will act in the best interest of our unit and all of its members.

b. The intent and purpose of this Agreement is to promote and improve the effectiveness and efficiency of the MDANG at Warfield Air National Guard Base, Baltimore, Maryland, and the well-being of the employees' within the scope of the Civil Service Reform Act (CSRA of 1978). The Parties concur this purpose can best be accomplished by mutual interest and through the establishment of basic understanding and adherence relative to personnel policies and practices and matters affecting working conditions of employees in the unit.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

**ARTICLE I**

**GENERAL PROVISIONS**

**SECTION I – PURPOSE**

**1-1 AGREEMENT**

Pursuant to the policy set forth in Public Law, the following Articles constitute an Agreement by and between The Adjutant General, (TAG), MDNG, referred to as the Employer, the Association of Civilian Technicians Chapter 125, referred to as the Labor Organization, and the Department of Defense, referred to as the Agency. Authorized representatives of the Employer are referred to as Management.

**1-2 MUTUAL COVENANTS**

This Agreement identifies the mutual covenants of the Parties which have the intention and purpose to:

- a. Promote and improve the efficient administration of the MDANG, 175th Wing (WG), and the well being of its employees within the meaning of Public Law.
- b. Provide for the highest degree of efficiency in the accomplishment of the mission of the Employer.
- c. To establish a basic understanding and adherence relative to personnel policy, practices and procedures and matters affecting other conditions of employment within the jurisdiction of TAG pertaining to Warfield Air National Guard Base.

d. To provide means for amicable discussion and adjustment to matters of mutual interest.

e. Promote employee communications and information of personnel policy and procedures.

#### 1-3 CONTRACT DISTRIBUTION

The Employer will ensure a copy of this agreement in PDF format (to include signatures) will be made available on the local area network (within 30 days of the effective date of the agreement). A printed copy of the Agreement will be furnished to all technicians at their request. The cost of publishing the Agreement will be borne by the Employer. The Labor Organization will provide a welcome letter to be included in the new hire package.

#### 1-4 LABOR MANAGEMENT AGREEMENT TRAINING

Following completion of the final agreement a team consisting of representatives from labor and management will be formulated for the purpose of publishing a training program. Such training sessions will be conducted jointly and will be on official time. The parties will jointly prepare the training materials that will be utilized during the training sessions. Curriculum and schedule will be completed within 90 calendar days after Field Advisory Service approval of this agreement. The training schedule will be published online.

### **SECTION II - BARGAINING UNIT/EXCLUSIVE RECOGNITION**

#### 1-5 BARGAINING UNIT

It is recognized by the Employer that the A.C.T. has been designated and selected by a majority of the Military Technicians as their representative for purposes of exclusive recognition, and that pursuant to Public Law 95-454, the said Organization is the exclusive representative of all Military Technicians in the bargaining unit.

INCLUDED: All wage grade, (WG) and general schedule, (GS) Civilian Technicians.

EXCLUDED: All managerial and supervisory technicians, to include those technicians involved with Federal personnel work in other than purely clerical capacity. Active Guard/Reserves (AGR) personnel are excluded from this agreement by law.

NOTE: In applying this paragraph, §7112 Public Law 95-454 pertaining to supervisors and others who must be excluded from the bargaining unit will prevail. Any changes to the bargaining unit, after the effective date of this Agreement, will be through mutual agreement or a clarification/determination filed with the Federal Labor Relations Authority.

#### 1-6 APPLICATION

This Agreement, to include all articles, is applicable to all bargaining unit technicians, whether Labor Organization members or not.

#### 1-7 GENDER REFERENCES

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

### **SECTION III – TECHNICIAN RIGHTS**

#### 1-8 PUBLIC LAW 95-454

Parties to this Agreement recognize that, "each employee shall have the right to form, join, or assist any labor Organization, or to refrain from such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right". Nothing in this Agreement shall require an employee to become or to remain a member of a Labor Organization,

or to pay money to the Labor Organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions. In addition, the employee is not precluded from:

- a. Being represented by an attorney or other representative, other than the Labor Organization, of the employee's own choosing; or
- b. Exercising grievance or appellate rights established by law, rule or regulation except in cases of negotiated grievance or appeal procedure, negotiated within this Agreement.

#### 1-9 EMPLOYEE PARTICIPATION

The Employer recognizes the right of employees to organize and express their views collectively or to refrain from such activity.

### **SECTION IV - MANAGEMENT RIGHTS**

#### 1-10 ADMINISTRATION

In the administration of all matters covered by this agreement, officials and employees are governed by existing or future laws and regulations of appropriate authorities including policies set forth in the Code of Federal Personnel Regulations; by published agency policies and regulations in existence at the time the agreement was approved; and by subsequently published agency policies and regulations required by law or by the regulations of appropriate authorities, or authorized by the terms of a controlling agreement at a higher agency level.

Management officials of the Agency retain these rights in accordance with 5 USC 7106:

- a. To determine the mission, budget, organization, number of employees, and internal security practices of the Employer.
- b. To hire, assign, direct, layoff and retain employees of the Employer, 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 the Employer's operations shall be conducted.
- d. With respect to filling positions, to make selection for appointments from:
  - (1) Properly ranked and certified candidates for promotion; or
  - (2) Any other appropriate source.
- e. To take whatever actions may be necessary to carry out the Agency mission during emergencies.

### **SECTION V - LABOR ORGANIZATION RIGHTS**

#### 1-11 EXCLUSIVE REPRESENTATIVE

The Labor Organization is the exclusive representative of the bargaining unit and is entitled to act for, and to negotiate Agreements covering all Technicians in the bargaining unit. The Labor Organization is responsible for representing the interests of all Technicians of the bargaining unit it represents without discrimination and without regard to Labor Organization membership.

#### 1-12 TECHNICIAN RIGHTS

- a. The Labor Organization will not interfere with, restrain, or coerce any employee in the exercise of their rights under law. The Labor Organization will not coerce, discipline, fine, or attempt to coerce a member of the Labor Organization as punishment, reprisal, or for the purpose of hindering or impeding the member's work performance or productivity as an employee, or the discharge of the member's duties as an employee.
- b. The Labor Organization will not discriminate against an employee with regard to the terms or conditions of membership in the Labor Organization on the basis of race, color, creed, national origin, sex, age, political affiliation, marital status or handicapping condition.

#### 1-13 REPRESENTATION RIGHTS

a. An exclusive representative of the Labor Organization shall be given the opportunity to be present at any formal discussion between one or more representatives of the agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policies or practices, or other general conditions of employment. An exclusive representative of the Labor Organization shall be given the opportunity to be present at any examination of an employee in the unit by a representative of the Employer in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee and if the employee requests the representation.

b. Officially requested or approved consultations and meetings other than the negotiations meetings, between the Labor Organization and Employer will be conducted during regular working hours. Reasonable time also will be granted an employee labor organization representative without charge for leave to draw up requests of recommendations in connection with officially requested or approved consultations or meetings, other than negotiation meetings, with the Employer.

#### 1-14 PROHIBITED PRACTICES

The Labor Organization will not call or participate in, a strike, work stoppage, or slowdown, or in the picketing of the Employer. The Labor Organization will not condone any activity described in this section by failing to take action to prevent or stop such activity.

#### 1-15 CONTRACT ENFORCEMENT

The Labor Organization recognizes the joint responsibility with the Employer for the administration and enforcement of this Agreement.

#### 1-16 INTERNAL LABOR ORGANIZATION BUSINESS

It is agreed that internal Labor Organization business such as soliciting membership, collecting dues, electing officers, meetings, and distributing union specific literature will be conducted during non-duty hours of the employees involved.

#### 1-17 BULLETIN BOARDS

The Employer agrees that the Labor Organization shall be afforded bulletin board space for the display of Labor Organization material as follows:

a. On existing "consolidated" bulletin boards, sufficient space to allow for posting of Labor Organization material. Labor Organization agrees to send to the Management POC items that may be of mutual interest.

b. If sufficient space is not available or there is no "consolidated" bulletin board in the facility or building, the Labor Organization may place one bulletin board per building.

c. On other existing electronic bulletin boards and Closed Circuit Television (CCTV) as appropriate.

d. If a shop/work area does not have a bulletin board, wall space will be made available in a high visibility area for the purpose of identifying the shop steward only. The Labor Organization agrees that if such additional space is required, agreement will be reached with the area supervisor(s) and the shop steward as to appropriate location, size and type.

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

#### 1-18 DISTRIBUTION

A distribution box will be provided to the Labor Organization at the central distribution point.

### **ARTICLE II**

#### **PERTINENT INFORMATION AND DIRECTIVES**

## 2-1 EMPLOYER INFORMATION

The Employer agrees to place the Labor Organization on distribution for Technician Personnel Regulations (TPR) and assure that additional policies and directives of the agencies National Guard Bureau (NGB) and Office of Personnel Management (OPM) are made available during normal duty hours.

## 2-2 LABOR MANAGEMENT RELATIONS INFORMATION

Management and the Labor Organization will exchange notification on matters of mutual concern.

## 2-3 TECHNICIAN MANNING DOCUMENT

The Employer agrees to furnish the Labor Organization a copy of the applicable Technician Manning Document and the managers list as updated.

## 2-4 BARGAINING UNIT MEMBERS

The Employer agrees to supply the Labor Organization with a current list of names and squadron only of all bargaining unit members. The Labor Organization recognizes that it is responsible for utilizing the provided information for official purposes only. The current list is to be provided to the Labor Organization each April and October.

# **ARTICLE III**

## **LABOR ORGANIZATION**

### 3-1 SHOP STEWARDS

The Employer will recognize stewards duly appointed by the union to represent employees under provisions of this Agreement. The union shall determine the number of stewards and their location/representational area. It is understood that the steward may speak for the employees of the section, but will not make decisions on contractual intent.

### 3-2 CHIEF STEWARD(S)

Pursuant to this Agreement, The Labor Organization will designate a chief steward(s) as it deems necessary.

### 3-3 LIST OF OFFICERS AND STEWARDS

The HRO and the Management POC will be furnished with a complete list of officers and stewards and their designated areas after each election or anytime a change occurs.

### 3-4 LEAVE OF ABSENCE

The Employer agrees that when a sixty (60) day written notice is given, a technician in the unit who has been elected or appointed to an Association office, or as a delegate to an A.C.T. activity requiring an extended leave of absence may be granted, with approval of the supervisor, AL and or LWOP. Such leave of absence shall not exceed one year for each application. Such action is limited to one individual at a time. The HRO will provide written notification to the technician of approval or denial within 15 days of receipt of the written request for leave. The technician's rights and privileges will be protected under the provisions of the applicable portions of the CFR.

# **ARTICLE IV**

## **LABOR ORGANIZATION BUSINESS OFFICE**



### 4-1 OFFICE

The Employer will continue to provide the Labor Organization with an adequate office area.

### 4-2 TELEPHONE

The Employer will provide telephone service.

#### 4-3 ENVIRONMENTAL SUPPORT

The office space will be environmentally supported in the same manner as the rest of the building.

#### 4-4 MEETING SPACE

The Employer agrees to provide meeting space on an equal basis and in the same manner as any other base organization.

#### 4-5 OFFICE EQUIPMENT

- a. Management agrees to supply the labor organization office with equipment comparable to that in use at Warfield ANGB.
- b. The following equipment shall be provided either separately or jointly, where local networking and full time access is available.
  1. Computer system
  2. Laser or inkjet printers
  3. Fax machines
  4. Email system
  5. Internet access
  6. Copy machine
- c. Maintenance of the above equipment shall be performed in the same manner as the Employer's office equipment.
- d. The Labor Organization agrees to comply with appropriate regulations regarding use of office automation equipment. The Employer agrees to allow the Labor Organization use of existing equipment providing such use is limited to labor relations issues between the parties or general information of interest to bargaining unit members.

### **ARTICLE V**

#### **PAYROLL DEDUCTION**

##### 5-1 WITHHOLDING FORM

The Request for Payroll Deductions or Labor Organizational Dues, Standard Form (SF) 1187 for dues deduction will be supplied by the Labor Organization and will be used as the authorization of payroll deduction for dues.

##### 5-2 PROCESSING

The completed SF 1187 will be given by the Labor Organization to the Customer Service Representative at the Accounting and Finance Office.

a. The SF 1187 will be completed and certified as to the amount of withholding and that the member has been advised of the contents of the form.

b. The SF 1187 may be submitted at any time. The effective date for withholding will start the first pay period beginning after the submission of the form to the Finance Customer Service Office.

c. A Labor Organization officer will notify the Finance Customer Service Office when an allotment shall be terminated for the following reasons; upon loss of exclusive recognition by the Labor Organization; when the Agreement providing for dues withholding is suspended or terminated by an appropriate authority outside Department of Defense (DOD); or when the employee has been suspended from the Labor Organization.

(1) When a technician is temporarily promoted or detailed to a position outside of the bargaining unit, the Employer agrees to automatically reinstate the dues withholding of the employee upon the employee's return to the bargaining unit.

(2) The Labor Organization agrees to provide the HRO with SF 1187 when requested.

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

#### 5-3 DUES LIST

A listing in two copies will be provided to the Labor Organization, of those persons from whom a payroll deduction was made. The listing will contain the name and Social Security Account Number (SSAN) of the technicians of the Labor Organization having current dues withholding allotments on file, the amount withheld from each member's pay, and a statement showing the total amount withheld.

#### 5-4 DUES REVOCATION

The Employer agrees to provide the Labor Organization with copies of the Cancellation of Payroll Deduction for Labor Organizational Dues, SF 1188, for use in revoking dues allotments. These forms will be available in the Labor Organization office to those individuals wishing to revoke their dues withholding.

a. The individual will provide the completed standard form to a union officer. After being reviewed and initialed by a union officer the form will be turned into the Finance Customer Service Office.

b. The Finance Customer Service Office shall date and initial all copies of the SF 1188 upon receipt from individual. The second copy of the SF 1188 shall be forwarded by the Finance Customer Service Office to the Labor Organization within three (3) working days after receipt of the signed form from the employee.

### **ARTICLE VI**

#### **OFFICIAL TIME FOR EXCLUSIVE REPRESENTATIVES**

##### 6-1 OFFICIAL TIME

Official time will be made available (and documented as administrative leave using appropriate Time and Attendance codes if duration is over one hour) without loss of leave during normal duty hours for the Labor Organization representatives to carry on business that is of mutual interest to the employing Agency and the Labor Organization. Official time provisions encompass negotiations between an exclusive representative and an agency representative, regardless of whether such negotiations pertain to the negotiation or re-negotiation of a basic collective bargaining Agreement. Official time will be documented using the time and attendance codes:

BA - Term Negotiations

BB - Mid-Term Negotiations

BD - Labor/Management Relationships

BK - Grievance and Appeals

##### 6-2 GRANTING OF OFFICIAL TIME

Official time will be granted in the following manner: The Labor Organization representatives will notify their immediate supervisor and obtain concurrence prior to leaving their assigned area. The supervisor must concur unless the mission of the section cannot be accomplished without the presence of that representative. The supervisor may delay the representative for only the length of time that the mission requires the presence of that representative. Official time provisions include, but shall not be limited to:

a. Stewards(s) conferring with employees and/or supervisors on grievances.

b. Labor management meetings may be called by either party as required, with an agenda as necessary, to meet and confer, and/or bargain procedures and implementation of policies, which affect working conditions, or for the Labor Organization to make

recommendations to Management. Management will designate a point of contact for meetings on general labor management issues. Either Party, as required, may call additional meetings.

c. Preparatory time for pre-negotiation, negotiation, appeal(s), grievances, complaints, and reports required by Federal Agencies or scheduled meeting(s).

d. Travel time to and from prearranged meetings with TAG or other management officials. In accordance with applicable Joint Travel Regulations (JTR) the Labor Organization representatives will receive full travel and per diem allowances when these meetings are scheduled out of the representative's immediate area.

#### **6-3 OFFICERS AND STEWARDS TRAINING**

The Labor Organization is authorized official time to train officers and shop stewards. Normally each officer/steward is authorized four days of official time for training per calendar year for the duration of this Agreement. An officer may be granted additional administrative leave, for Labor Organization sponsored training, or outside training programs. It is understood that this training will be of mutual benefit to Management and the employee as a representative of the Labor Organization. The Labor Organization will request this leave with supervisor's concurrence by letter, including the agenda of the training, forwarded to the Management POC for review and submission to HRO for final approval.

#### **6-4 CIVILIAN ATTIRE**

Labor Organization Officials may wear civilian attire while performing certain representational functions or Labor Organization activities. Civilian attire is generally appropriate in instances of negotiations (contract/policies), seminars, conferences, formal meetings with senior leadership (TAG/HRO/Wing CC), hearings, third party proceedings and training. Civilian attire is generally not appropriate for day-to-day representational duties and informal/routine meetings with local management.

### **ARTICLE VII**

#### **WAGE SURVEYS**

##### **7-1 LABOR ORGANIZATION PARTICIPATION**

It is agreed that the labor organization will be notified of any locality wage survey in which the Maryland Air National Guard is involved. It is also agreed that the Employer will inform the labor organization of the purpose of the survey, methods of operating and dates of any survey in which Employer will participate that may affect employees covered by this Agreement.

##### **7-2 RECRUITMENT, RELOCATION, & RETENTION PAYMENTS**

Management retains the right to pay recruitment, relocation, and retention payments as authorized by 5 CFR 575 for the positions that would be otherwise difficult to fill or retain personnel. These positions may be paid a bonus up to 25% of basic pay and are at the sole discretion of management and availability of funds.

These payments were originally and primarily intended for general schedule positions, the Office of Personnel Management also has approved them for certain other positions, including federal wage systems employees. OPM approves categories upon written request from the head of the employing agency.

### **ARTICLE VIII**

#### **BASIC WORK WEEK HOURS OF WORK**

#### 8-1 ADMINISTRATIVE WORK WEEK

The administrative workweek is established as Tuesday through Friday with Tuesday as the first day.

#### 8-2 BASIC WORK WEEK

The basic workweek is established as forty (40) hours worked during the administrative workweek by each technician.

#### 8-3 BASIC WORK DAY

Standard shifts are ten and one-half (10 1/2) hours in length from 0630-1700. The lunch break will normally be for a thirty minute duration. The Employer retains the right to establish any other shift required, if mission requirements or special projects dictate a needed change and after coordination with the Labor Organization. As soon as mission requirements allow or special projects are completed, the Employer will reinstate the standard schedule.

#### 8-4 ADJUSTMENTS TO BASIC WORK DAY

The Employer agrees that any employee who requests to work an adjusted schedule because of personal and/or family situations (i.e. to attend educational classes, single parents, and sickness in the family) may be granted special consideration.

#### 8-5 SHIFT CHANGE NOTIFICATION

Shift changes will be kept to a minimum. Technicians will generally be given two weeks notice or as much advance notice as possible. A situation that imposes immediate and unforeseen work requirements as a result of natural phenomena or mission-related circumstances beyond the Employer's reasonable control or ability to anticipate, or the Employer determines that the activity would be seriously handicapped in carrying out its function or that costs would be substantially increased, the Employer is excluded from the above agreed to notice requirements. Management will notify the effected technician as soon as possible. Shift differential, if authorized, will be paid as applicable.

#### 8-6 STANDBY/ON-CALL

In the event technicians are placed in standby status such technicians shall be granted an amount of compensatory time off from their scheduled tour of duty equal to the amount of any time spent by them in irregular or overtime work.

An employee is on duty, and time spent on standby duty is hours of work if, for work-related reasons, the employee is restricted by official order to a designated post of duty and is assigned to be in a state of readiness to perform work with limitations on the employee's activities so substantial that the employee cannot use the time effectively for his or her own purposes. A finding that an employee's activities are substantially limited may not be based on the fact that an employee is subject to restrictions necessary to ensure that the employee will be able to perform his or her duties and responsibilities, such as restrictions on alcohol consumption or use of certain medications.

An employee will be considered off duty and time spent in an on-call status shall not be considered hours worked if: the employee is allowed to leave a telephone number or to carry an electronic device for the purpose of being contacted, even though the employee is required to remain within a reasonable call-back radius; or employee is allowed to make arrangements such that any work which may arise during the on-call period will be performed by another person.

#### 8-7 LUNCH/BREAK TIME

Lunch: Each technician is normally allowed thirty (30) minutes duty free time for a lunch break each day, normally scheduled between 1130 and 1200. It is understood that unscheduled

events may disrupt this time, but this shall not be a continual (normal) practice. Shift workers normally will be allowed their 30-minute lunch break midpoint in the shift. Management will make every effort to coordinate the workload to allow the uninterrupted lunch break.

Break time: One fifteen (15) minute uninterrupted break period is authorized for each five hour period of continuous work. Supervisors can adjust break times one half hour either way from scheduled break times. Normal break is 0930 and 1430. Rest periods are recognized as necessary in that they promote productiveness and quality of work performance.

Cleanup: A sufficient amount of time is allowed for personal cleanup, storage and protection of government property, equipment and tools immediately prior to the lunch break and dismissal time.

#### **8-8 PREMIUM PAY**

Premium pay will be paid as authorized by law.

### **ARTICLE IX**

#### **POSITION DESCRIPTION**

##### **9-1 POSITION DESCRIPTION**

a. Position descriptions (PD) will be an accurate listing of the major duties that are required by the Employer to be performed by the affected technician(s). When a new or revised PD is implemented, the Labor Organization and the affected technician(s) will receive a copy.

b. An employee may request his supervisor, in writing, to initiate action to insure that a request is forwarded through channels to the HRO for a review of his duties and PD or pay grade for content, title and level when he believes that the duties and responsibilities of the PD are not in agreement with the duties assigned and performed.

c. The employee may obtain information relative to classification appeals and the regulatory procedures to be followed from the HRO. The Employer assures the employees of the right to appeal the correctness of the position classification without restraint, prejudice or reprisal.

d. When a change to a Bargaining Unit member's PD is proposed, the Labor Organization will be notified of the intended action in accordance with Article XX.

##### **9-2 OTHER/ADDITIONAL DUTIES AS ASSIGNED**

It is acknowledged that there are vacancies that exist from time to time that are not or cannot be filled due to management decisions; these duties may be equitably distributed among the remaining work force within the area of concern on a fair and equitable basis. Work assignments shall not be in violation of prohibited personnel practices nor any relevant law, rule, regulation of this agreement. Additional duties will be annotated on the employee's 904-1 at the employee's request and may only be removed with the employee's consent.

### **ARTICLE X**

#### **DETAILING OF TECHNICIANS**

##### **10-1 DEFINITION**

a. A detail is an official personnel action temporarily assigning a technician to the duties of a different established or pending position for a specified period of time.

b. Details are intended to meet temporary emergency workload situations, absences of employees, pending authorization and classification of new positions or other types of operational manpower needs that cannot be met by normal personnel placement actions.

c. It is recognized that there may be isolated instances when Management cannot apply these procedures. In those instances, Management agrees to explain the circumstances to the affected employees.

#### 10-2 PROCEDURE

Management realizes and acknowledges that details of technicians out of their specialty must be used in a judicious manner. Therefore the following procedures are established:

- a. Qualified volunteers for details will be sought before non-volunteers are assigned.
- b. When no qualified volunteers or an inadequate number of qualified volunteers are available, Management will make selection(s) based on mission requirements.

#### 10-3 RECORDING OF DETAILS

Official details will be recorded on Standard Form 52 (SF-52) at the time the action occurs and maintained as a permanent record in the employee's Official Personnel File (OPF).

#### 10-4 TEMPORARY PROMOTION

When the employer requires an employee to perform the duties of a higher grade position within the bargaining unit, to be performed for greater than 15 days, the employee will be considered for a temporary promotion, and if granted, the employee will be compensated at a higher rate of pay. Management will submit a request for all temporary promotions. If the request is denied, the employee will be notified of the reason for the decision.

### **ARTICLE XI**

#### **PERFORMANCE APPRAISALS**

##### 11-1 GENERAL

The Maryland National Guard Performance Appraisal System is designed to provide expeditious feedback to subordinates and improve individual/organizational performance. Management and the Labor Organization agree that the Technician Performance Appraisal is an entitlement and not at the discretion of the supervisor. MDNG TPR 430 gives structure and guidance to the application of this system. Due to the appraisal's high importance, Management and the Labor Organization have agreed upon the following statements:

- a. All technicians will be given an annual performance appraisal. New employees will receive their first technician performance appraisal after their trial period ends IAW MDNG TPR 430.
- b. The employee has the right to appeal aspects of the performance management program IAW the following:
  - (1) The Adjutant General is the final appellate authority on removal and change to lower grade proposals resulting from performance based personnel actions. These appeals will utilize the procedures set forth in MDNG TPR 430.
  - (2) The negotiated grievance procedure is the final appellate authority for issues concerning appraisal ratings, procedural compliance with the regulation and all other aspects of the performance management program not covered by the conditions set forth in this Article 11-1, b (1) above. These appeals will utilize the procedures set forth in Article XIX (Grievance Procedures) of this collective bargaining agreement.
- c. The performance appraisal system is not a means to punish or discipline an employee.
- d. Any rewrite or changes to MDNG TPR 430 will be coordinated with the Labor Organization for review and, if necessary, impact and implementation bargaining before being implemented.
- e. Any time spent by members of the Labor Organization performing representational duties will not be taken into account when accomplishing a performance appraisal. Rather, the performance appraisal will be based solely on performance of their officially assigned duties.

### **ARTICLE XII**

#### **TECHNICIAN TEMPORARY DUTY (TDY)**

#### 12-1 GENERAL

A TDY will be announced as soon as information on the assignment is available. Selection of employees for TDY assignments will be based upon official necessity and qualifications of the individual to best perform the mission required without regard to sex, race, religion or national origin. So far as necessary in the full performance of their position duties, employees are responsible for responding to TDY assignments in the same manner as to duties at their permanent duty station. Information on the assignment will be made known on a continuing basis to the affected technicians as it becomes available. Employee work schedules should reflect known work requirements of the TDY.

#### 12-2 ASSIGNMENT OF QUALIFIED TECHNICIANS

Management will determine what qualifications are required based on the mission requirements of a particular TDY assignment. Qualified volunteers for a TDY will be sought and accepted before non-volunteers are assigned. When no qualified volunteers or an inadequate number of qualified volunteers are available, Management will make selection(s) based on mission requirements.

#### 12-3 WORKING CONDITIONS

The Employer agrees that every reasonable effort will be made to insure that adequate numbers of personnel will support each TDY to insure the health, safety, and welfare of each technician.

#### 12-4 COMPENSATORY TIME

Time spent traveling (but not other time in travel status) away from the permanent duty station is considered hours worked when it cuts across the employee's workday and is in accordance with 5 CFR 550. Time spent traveling (but not other time in travel status) on non-workdays (Saturday, Sunday, Monday and holidays) is also hours worked and the employee will receive compensatory time for these periods IAW applicable regulations, instructions and TPRs.

#### 12-5 PRUDENCE IN TRAVEL/ORDERS

An employee on TDY will exercise the same care in incurring expenses and accomplishing a mission that a prudent person would exercise if traveling on personal business. TDY orders will be prepared and delivered in advance of departure when possible, dependent on mission requirements. Technician status TDY orders will reflect both the technician and military grade of the individual concerned IAW ANGI 33-101.

#### 12-6 REPRESENTATION DURING TDY

In the event of a TDY, when there are bargaining unit technicians participating (in a technician status) a member of the Labor Organization may be designated to serve as a point of contact for the participating unit member(s). This representative will be responsible to assist the member(s) to secure information relative to problems experienced during the course of the TDY. The designated Labor Organization representative will have the authority to bring such concerns to the attention of the designated mission commander for resolution. When a problem or concern surfaces during the TDY that cannot be resolved, it may be processed using the negotiated grievance procedure upon return to home station. If the issues concerning the technician are military in nature, the Labor Organization will refrain from action on such matters and therefore such matters will not be open for negotiation or filing of grievances or ULPs. If a Labor Organization representative or steward is TDY, the Labor Organization retains the right to appoint someone to temporarily assume his duties in his absence.

### **ARTICLE XIII** **TRAVEL**

### 13-1 AUTHORIZATION

All travel on military aircraft shall be by those employees and persons authorized to do so under proper DOD Directives, which governs that type of travel.

### 13-2 PER DIEM

Per Diem for travel or TDY as a technician will be paid in accordance with the Joint Federal Travel Regulation (JFTR) as applicable.

### 13-3 ALTERNATE TRAVEL

Any person authorized to travel by an alternate mode of transportation shall be paid only for the constructive cost of the mode that would have been provided by the transportation office. When the actual POV costs are less than the constructive costs, reimbursement will be in the amount of the actual costs. Additional time needed for alternate travel will be in an authorized-leave status, if warranted by duty schedule.

## **ARTICLE XIV**

### **ENVIRONMENTAL DIFFERENTIAL PAY/HAZARDOUS DUTY PAY**

#### 14-1 EDP/HDP REQUESTS

a. The 175 Wing will establish a local committee of equal numbers of labor and management representatives to review situations, which may qualify for EDP under CFR 532.511 Appendix A. The committee will meet as necessary but at least annually and make recommendations to the HRO for such qualifications. Such reviews shall be consistent with MDNG TPR 532-550 (EDP/HDP).

b. Environmental differential pay (EDP) and hazardous duty pay (HDP) requests will be handled in an expedient manner in accordance with CFR 532.511 and MDNG TPR 532-550.

c. This article applies to all Maryland Air National Guard civilian technician employees whether they are employed on a full-time, part-time, indefinite, temporary or intermittent basis. HDP applies only to general schedule employees. EDP applies only to Wage Grade employees. HDP/EDP may not be paid to an employee when the duty has been taken into account in the classification of the employee's position, unless the circumstances of the specific hazards of physical hardships have changed from those identified in the controlling position description.

## **ARTICLE XV**

### **HEALTH, SAFETY, AND WELFARE**

#### 15-1 GENERAL

a. The Employer will continue to make every reasonable effort to provide and maintain safe working conditions for technicians.

b. The Labor Organization will cooperate to that end, and will encourage all technicians to work in a safe manner. It is further agreed that each employee has a primary 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. Management has the responsibility to provide all safety equipment and proper training. Employees are responsible to use said safety equipment. The Employer will welcome, at any time, suggestions that offer practical ways of improving safety conditions.

c. In the event working conditions are considered unsafe, an employee shall immediately notify their first level supervisor who shall, in turn, correct the deficiency or initiate a request for assistance or take appropriate actions as deemed necessary. If the supervisor is in doubt, he will immediately seek assistance and guidance from appropriate safety and technical personnel. Hazardous material information and training will be made available in accordance with current DOD directives and Air Force and Occupational Health (AFOSH) Standard Form, SF 161-21

Hazard Communication. A hazard may be reported by any person and may be submitted on any event or condition that affects safety.

d. Management will furnish, at no cost to the technicians, safety eyeglasses to include prescription lenses to technicians who are required by medical prescription to wear glasses, upon furnishing a request and justification and upon approval of the base safety officer. The technician will furnish a current eyeglass prescription or a new prescription as vision changes occur. All issued safety glasses broken on the job will be replaced at no cost to the technician.

e. All protective clothing and equipment authorized by applicable regulations and TA's, tables of allowances, will be provided by Management at no cost to any technician.

f. Management acknowledges an employee has the right to decline to carry out a task when the employee has a reasonable belief that "the task poses an imminent risk of death or serious bodily harm coupled with a reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting to supervisors".

g. Management agrees to make every effort to secure emergency medical aid and transportation for ill or injured employees.

h. Management agrees to make every reasonable effort to insure there are traditional standards of heat, ventilation, lighting and sanitary facilities commensurate with the task being performed at the work site.

i. The Labor Organization shall be granted representation of the following committees/programs. Management may refuse to appoint the same employee to more than one such committee if Management believes that appointment will impair efficiency of operation of employee's work section.

- (1) Occupational Safety and Health Council
- (2) Equal Employment Opportunity
- (3) Federal Women's Program
- (4) Environmental Differential Pay

j. Management agrees that when an employee is recommended for light duty by their personal physician, Management, if possible, will assign employee to light duty in accordance with the employee's physician's recommendation. Such assignment need not be continued for a prolonged period and is subject to availability of appropriate work within the employee's capabilities. Employee on light duty will not be coerced by management to perform work beyond the physician's recommendation.

## 15-2 WORKERS COMPENSATION

Employees shall immediately report job connected injuries or illness to their supervisor. The supervisor, with the employee, shall insure proper procedures are followed and that all necessary documents are completed. When the employee is incapacitated and unable to notify the supervisor of injury or illness, it shall be Management's responsibility to initiate required procedures as soon as they are aware an incident has occurred. Local processing of workers compensation claims will be coordinated with the HRO. In all situations involving federal workers compensation, the HRO is available to assist the employee and; if necessary, ensure all required procedures are accomplished. In the event of a workers compensation claim, Management will advise the employee as to their entitlements and obligations under the Employee's Federal Compensation Act.

## 15-3 EXTREME WEATHER

The Employer and the Labor Organization mutually recognize the hazards of working in extreme weather conditions, while at the same time, acknowledge the necessity for accomplishing certain tasks to varying extent even in the most extreme temperatures. It is acknowledged that it is the responsibility of each employee to insure the adequacy of cold weather gear worn and to make full and proper use of all such protective equipment prior to venturing out into extreme temperatures. The Employer at no cost will furnish authorized foul/cold weather protective gear to the employees.

- a. When the Employer decides during normal duty hours to release personnel on administrative leave, employees will be notified without delay.
- b. During non-duty hours when it has been determined that activities must be curtailed due to adverse weather conditions. Mission essential employees, as identified by supervision, are expected to make every reasonable effort to report for duty. If it is impossible for mission essential employees to report for duty they may be excused.
- c. Except for mission essential personnel, administrative dismissal due to inclement weather will be granted to Air National Guard Technicians under the following procedures:
  - (1) Automated recall system.
  - (2) Weather Line 410-918-6210
- d. The weather line will be updated as conditions change.

#### 15-4 SAFETY SURVEY

A Labor Organization representative shall be given an out brief of any safety survey conducted by any agency or persons contracted by the Employer to conduct the surveys. This out brief can be either oral or written.

#### 15-5 PHYSICAL FITNESS

Personnel are authorized official time to participate in the physical fitness program in accordance with The Adjutant General's Policy.

#### 15-6 DESIGNATED SMOKING AREAS

Management, Labor, Public Health and the Fire Department will meet for the purpose of identifying designated smoking areas.

#### 15-7 RADIOS

The Employer agrees to allow the playing of radios in work areas, i.e., shops, warehouse, and offices, with discretion, as long as they are played in such a manner as not to disturb work or cause a noise disturbance. The wearing of head phones are prohibited in the work area unless required for the performance of official duties.

#### 15-8 UNIFORM REQUIREMENTS

Military technicians in the excepted service are required by federal statute to wear the military uniform and will comply with appropriate standards and regulations for personal grooming and wear of the uniform. Management shall provide uniforms in accordance with AFMAN 23-110, Vol 1, Part 1, Chapter 17. Consistent with Wing policy, the Employer intends to provide for the sewing on of the Wing patch, Major Command patch, if desired, and most current specialty badge for all BDUs issued to all bargaining unit members. It is understood that this service is contingent on the availability of unit funds due to unforeseen circumstances.

### **ARTICLE VI** **LEAVE**

#### 16-1 GENERAL

Maryland HRO (in accordance with the Code of Federal Regulation 630 and Policy Guidance Letter 22) establishes the leave policies for technicians of the MDANG. The Employer will make no changes to any provision of the policy without first consulting and negotiating with the Labor Organization.

#### 16-2 ANNUAL LEAVE (AL)

- a. AL will be administered on a uniform and equitable basis within the scope of applicable regulations. Management agrees not to cancel previously approved leave except for reasons of

mission accomplishment. Such cancellation will be in writing to the affected employee indicating the basis of the cancellation.

b. The only basis for refusal of AL is mission accomplishment. In situations where there are more employees requesting leave for a particular period than can be approved due to mission requirements, the supervisor may consider urgency of need, date of request and seniority based on Civil Service Computation Date (CSCD).

c. **Unscheduled AL:** The employee will contact the supervisor before the start of the shift. The Employer agrees to grant the request for unscheduled AL, if possible, with regard to mission accomplishment. In situations where the employee finds it impossible to contact the supervisor, a two-hour grace period is in effect whereby no disciplinary action may be considered unless circumstances warrant. Notification that does not meet the two-hour criteria will be dealt with on a case-by-case basis. The supervisor may request documentation to substantiate an emergency.

d. AL will be charged to a technician's account in one-hour increments.

e. Individual requests for carry over of AL in excess of 240 hours will be accomplished in accordance with 5 USC, Code of Federal Regulation (CFR) 630. Supervisory recommendations to do so must be in writing and forwarded to the HRO 30 days prior to the end of the current leave year.

f. Employees who are dissatisfied with the administration of their leave may have the matter resolved under the grievance procedure established in this Agreement.

#### 16-3 LEAVE TRANSFER PROGRAM

The Leave Transfer Program is a program designed to help employee's who are experiencing a medical or family emergency and who have exhausted all of their available leave. All technicians are eligible for the leave transfer program. This program allows a technician to receive donated annual leave from other technicians to be used as sick leave. Donated leave can not be used until you have exhausted all existing sick leave and all annual leave you will accrue through the end of the leave year. You do not have to use your advanced sick leave.

#### 16-4 SICK LEAVE (SL)

a. SL will be authorized only in bona fide cases and may be granted verbally or may require acceptable evidence. It is the responsibility of the supervisor to ascertain whether absences are properly chargeable to SL. Medical certificates may be required under the following conditions:

(1) For absence in excess of three workdays may require a medical certificate. A medical certificate must contain the following:

(a) The date(s) the employee was incapacitated for duty and the estimated date of return to duty.

(b) The doctor's name, address, and telephone number.

(c) Signature of the attending physician.

(2) For absences for short periods at frequent intervals whenever there is reason to believe that the SL privilege is being abused. In such cases, the technician will be advised in writing after counseling that a medical certificate will be required to support any future grants of SL regardless of duration.

b. SL is authorized upon request for all dental, optical, and doctor appointments including reasonable travel time as necessary for both local and non-local appointments.

c. SL is authorized for employees who may be required to provide care for a family member, bereavement, including medical/dental/optical examination of family member.

d. The Family and Medical Leave Act of 1993 or the Federal Employees Family Friendly Leave Act will be used as appropriate. Specific guidance can be found in 5 CFR 630L, 29 CFR 825 and 29 USC 2601.

e. Absence with out charge to leave is authorized for physical examinations when required for continued employment or for military membership. (Reference PGL #22)

#### 16-5 COMPENSATORY TIME

a. Compensatory time is a paid leave status and will be given to technicians on a hour-for-hour basis in accordance with applicable regulations.

b. Compensatory time work assignments shall be scheduled equitably on a rotational basis among qualified employees. Factors which may be considered include: the nature of the work, need for special skills, priority of production or support effort, the numbers of technicians required and qualified volunteer availability.

c. Employer agrees to make every effort to give employees notice by noon of the previous workday before directing an employee to work preplanned compensatory time. Each Management Official responsible for assignment of compensatory-time work shall give due consideration to the employee's personal circumstances.

d. Technicians retiring or resigning must use accrued compensatory time prior to termination. Lump sum payment for unused compensatory time is not authorized.

e. Compensatory time should be taken within twenty-six (26) pay periods from the pay period in which it was earned. At the end of the twenty-sixth pay period in which it is earned, the compensatory time will be forfeited. It is the technicians' responsibility to request use of the compensatory time to avoid its loss.

#### 16-6 LEAVE WITHOUT PAY (LWOP)

It is requested by the individual and considered for approval by Management.

#### 16-7 LEAVE FOR BLOOD DONATION

The Employer and the Labor Organization recognize the importance and humanitarian need for community blood donors. A technician who makes a blood donation without compensation may be excused for time necessary to travel, rest, and recuperate from donating blood. Such time will be consistent for all employees and normally will not exceed four (4) hours. If the donation is made at a location other than Warfield ANGB, the individual must be in a documented Administrative Leave status. The supervisor and employee will coordinate to schedule routine donations so as to minimize workplace disruptions, or adverse impact on work scheduling or requirements. Emergency requests for donations will receive priority, and every effort will be made to meet time constraints established by the requestor. Supporting documentation may be requested by management.

#### 16-8 BONE MARROW/ORGAN DONATION

An employee may be granted up to seven (7) days paid leave each year to serve as a marrow donor, and up to thirty days (30) paid leave each year to serve as an organ donor. Leave for bone marrow and organ donation is a separate category of leave that is in addition to annual and sick leave, and would normally fall under the administrative leave category.

#### 16-9 MILITARY LEAVE

Military leave is a special form of administrative leave granted to government employees for the purpose of performing military duty/training on an annual basis. The Employer agrees that no employee may be required to use military leave prior to use of other appropriate leave. Technicians are provided the option of using other available leave first or commingling types of leave. It is recognized that the employee may carry over up to 120 hours of unused military leave from one fiscal year to the next not to exceed a total of 240 available hours for use in any fiscal year.

An additional category of military leave (formerly referred to as Law Enforcement Leave) is an additional 22 workdays (176 hours for CWS employees). Technicians may use this leave to perform military duties in support of civil authorities in the protection of life and property, or perform full-time military service as a result of a call or order to active duty in support of a contingency operation. (Reference 5 USC 6323 (b))

## 16-10 CLOSURES DUE TO INCLIMENT WEATHER/MISCELLANEOUS EMERGENCIES

The Assistant Adjutant General for Air or designee shall determine the necessary response to facility (Warfield Air National Guard Base) closures for inclement weather or miscellaneous emergencies. Such decisions could include closure, early release and late arrival. Employees will normally be granted administrative leave as determined by management. At the time of notification leave status will be determined by the Human Resources Office (HRO).

When the facility is closed (time will be designated) all affected non-mission essential employees will be placed in the appropriate leave category without loss of pay, whether or not other leave was previously approved. An employee that is on duty and requests to depart after the official announcement but before the designated time of departure, may be granted leave up to the official dismissal time. If the facility opens late personnel may be contacted by automated recall or utilize 410-918-6210, Item #2, for updated facility status. Liberal Leave or administrative leave will be determined by management. Management has the right to designate Mission Essential employees. Mission Essential employees who are required to remain on location after normal duty hours will receive Compensatory Time.

## 16-11 COURT LEAVE

**Leave/Duty Status:** An employee is considered to be in official duty status when appearing as a witness in his or her official capacity, or, when appearing on behalf of a Federal, State or Local government. An employee is entitled to Court Leave when he or she appears as a witness in an unofficial capacity, not on behalf of a Federal, State, or Local Government, and when said government is a party to the case. An employee is entitled to Court Leave when participating in Jury Duty. An employee must be in a paid leave or LWOP status to appear as a witness when a Federal, State, or Local Government is not a party.

### a. Witness:

(1) **Attendance Fees:** An employee who appears on behalf of the Federal Government and is in an official duty or court leave status, is not entitled to receive an attendance fee. An employee who appears on behalf of a party other than the Federal Government, while in official duty or court leave status, should request an attendance fee from the court, authority, or party which caused the employee to be summoned. Such fee shall be remitted to the employing agency. An employee who is in a paid leave status or LWOP may retain an attendance fee that he or she receives.

(2) **Travel Expenses Official Capacity:** An employee is entitled to travel expenses in connection with any judicial or agency proceeding when the employee is summoned, or assigned by his or her agency to testify or produce official record on behalf of the US Government, or other party.

(3) **Travel Expenses Unofficial Capacity:** An employee is entitled to travel expenses in connection with any judicial or agency proceeding when the employee is summoned to testify on behalf of the US Government in an unofficial capacity. If an employee is summoned to testify on behalf of a party other than the US Government, the employee's travel expenses shall be payable by the court, authority, or party that caused the employee to be summoned.

### b. Jury Duty:

(1) **Exemption:** Based on military membership, technicians may be exempted from State or Local Government Jury Duty. Military Commanders must contact the State JAG for procedural guidance.

(2) **Fees and Allowances:** Technicians may not accept jury fees for service performed in a Municipal, State, or Federal Court during the regularly scheduled workweek. Fees and allowances payable as a result of service in State or Municipal Courts shall be collected and turned into USP&FO or the Comptroller of the MDANG. Technicians performing jury duty on non-scheduled workdays may retain all fees and allowances.

(3) Additional information regarding Court Leave will be found in HRO/OPM directives.

c. Evidence of Court Service: Requests to appear in court should be presented to the supervisor as far in advance of the actual court date as possible. Upon return to duty, the technician will submit written evidence from the court reflecting the dates/hours of his attendance in court. If a technician is released by the court prior to the end of the normal workday, the technician must report to work, or contact the supervisor and be placed in Annual, Comp or LWOP status.

#### 16-12 VOTING LEAVE

Employees are encouraged to vote after normal duty hours when polls remain open and sufficient time is available to arrive at the assigned polling location prior to closing (normally 8 pm in Maryland). If exceptional circumstances warrant, and if absence is not detrimental to mission accomplishment, an employee may be excused to vote so as to permit him or her to report to work up to three hours after the polls open, or, to leave work up to three hours before the polls close. Time will be documented as Administrative Leave. Supervisors are responsible for determining reporting and release times for this purpose, based on individual circumstances, scheduled work shifts and time/distance requirements.

#### 16-13 RELIGIOUS HOLIDAYS

An employee may request an adjusted work schedule when personal religious beliefs require that he or she abstain from work at certain times of the workday or workweek. This may be accomplished by permitting the individual to work alternate work hours agreed to prior to the event, and after a written request has been approved by the supervisor. Employee should specifically state that his or her request for an adjusted work schedule is for religious purposes and should provide acceptable documentation of the need to abstain from work. A supervisor may disapprove an employee's request if modifications to an employee's work schedule would interfere with the accomplishment of mission requirements. Application of normal leave policies is an alternative.

### **ARTICLE XVII** **EMPLOYEE PROGRAMS**

#### 17-1 GENERAL

The Parties recognize the importance of programs established for the welfare of employees. The Employer and the Labor Organization agree to encourage employee participation in appropriate programs.

#### 17-2 TECHNICIAN ASSISTANCE PROGRAM

The Technician Assistance Program (TAP) is to identify and assist employees with behavioral or personal problems that impact upon work performance or disrupt interpersonal relations with other employees in the immediate work environment.

#### 17-3 FEDERAL EMPLOYEE'S COMENSATION ACT

Civilian Employee's are entitled to a continuation of pay status (COP) for a period not to exceed forty-five (45) days for any covered incapacitating injury or recovery period required by a doctor. NOTE: Early filing of a workman compensation claim form (CA-1 for an injury, CA-2 for illness/disease), is essential to assure full coverage for any job related injury or illness.

#### 17-4 RIDESHARING

Management will encourage participation in ridesharing by as many employee's as possible. When overtime is required, especially when short notification occurs, consideration shall be given by management to employee's who rideshare.

## **ARTICLE XVIII**

### **DISCIPLINE**

#### **18-1 GENERAL**

Matters of failure to adhere to written regulations, rules, or breach of security regulations or practices, will be addressed by TPR 752 and/or TPR 430. All other job performance related issues will be accomplished in accordance with TPR 430. Discipline and adverse actions are covered in NGB TPR 752 and supplemented by Maryland National Guard Technician Personnel Regulation (MDNG TPR) 752. The Parties recognize that there are two types of disciplinary actions that may be taken against a technician, i.e. informal disciplinary action and formal disciplinary action. Disciplinary actions should be taken for the purpose of correction of offending technicians and problem situations, maintaining the efficiency of the federal service, as well as discipline and morale among other technicians. Relevant factors will be considered for any disciplinary action to determine the extent of the offense and what degree of disciplinary action will be initiated. A supervisor should consider a closer degree of individual supervision and/or warnings to effect corrective action prior to undertaking a formal disciplinary action. Such action shall be taken within a reasonable amount of time after the infraction has occurred. Appropriate justification will be provided when this condition cannot be adhered to i.e. completion of an investigation, coordination with HRO, or availability of parties concerned. Normally, the concept of progressive discipline will be followed. A logical disciplinary sequence would include: counseling; warning; oral admonishment; letter of reprimand; suspension; etc. Guidance on the application of relevant factors can be found in MDNG TPR 752. In accordance with the guidelines of MDNG TPR 752, it is understood that management retains the right to determine appropriate disciplinary actions.

#### **18-2 INFORMAL DISCIPLINARY ACTIONS**

a. This type of action will consist of an oral admonishment and is the first step in progressive discipline. An oral admonishment will consist of a counseling interview with the employee by the supervisor. The employee is advised of the specific infraction or breach of conduct and exactly when it occurred. The technician will be given an opportunity to provide an explanation of the event in question. When an individual, who is a member of the bargaining unit, believes that a formal discussion with a supervisor may lead to disciplinary action or adverse action, then the individual may request a labor organization representative be present. In this event the employee shall advise the supervisor is required to permit the individual time to secure representation.

b. Oral admonishments/counseling will be posted to the employee's NGB Form 904-1 with a date, subject and a summation of the oral admonishment. The entry will be made in pencil and should remain as official documentation for a period not to exceed nine months unless the individual's behavior on related matters would warrant further retention. To protect the confidentiality of the Technician's work folder and to preserve the privacy of the individual, records will be maintained at the lowest level of supervision excluded from the bargaining unit and access will be limited to management officials, employee concerned and individuals to whom the employee has given written permission (i.e. EEO Counselor, Labor Representative)

c. An appeal of an oral admonishment may be made through the negotiated grievance procedure and a successful grievance would cause any record of the admonishment to be deleted.

#### **18-3 FORMAL DISCIPLINARY ACTIONS**

a. Formal disciplinary actions consist of written reprimands, changes to lower grade, suspensions, and removals. Even though these actions constitute formal discipline, only suspension, change to lower grade and removal actions are considered adverse actions since they affect the pay and employment of a technician.

b. Written Reprimand: In accordance with MDNG TPR 752, a letter of reprimand is issued when oral admonishments have proven ineffective. It can also be used when the nature of the violation warrants more than counseling, warning, or oral admonishments but does not warrant an adverse action. Before disciplining a technician in this manner, a supervisor will gather available information and discuss it with the technician, informing him of the reason for the proposed action. After considering the technician's response, the supervisor will advise the technician of his/her decision either that the situation has been resolved or of his/her intention to proceed. If a letter of reprimand is decided upon, it must:

(1) Describe the offense in sufficient detail to enable the technician to understand why the reprimand is being given.

(2) Inform the technician that the letter will be filed as a temporary document in the OPF until a specific date. Retention period may not exceed two years unless the individual's behavior on related matters would warrant further retention.

(3) Inform the technician that he/she may file a grievance through the negotiated grievance procedures.

c. An appeal of a letter of reprimand may be made through the negotiated grievance procedures. A successful appeal would cause the reprimand to be withdrawn and any record of the reprimand to be deleted. Once the reprimand is withdrawn from the OPF, it may not be referenced as a previous disciplinary action, nor may it be used to support any later adverse action.

#### 18-4 ADVERSE ACTIONS

##### a. Disciplinary Adverse Actions:

(1) Disciplinary adverse actions consist of change to lower grade, suspension, or removal. It will be accomplished in accordance with MDNG TPR 752 and the provisions of this article.

(2) Appeals of disciplinary adverse actions will be forwarded to: The Adjutant General. TAG is the final appeal authority for adverse actions taken against Excepted or Competitive technicians of the Maryland National Guard. There are two types of appeals available to the technicians: an appellate review or administrative hearing. The technician may choose one or the other, but not both.

(a) Appellate review. The appeal will be submitted to the TAG in accordance with NGB TPR 752, who will issue the final, appellate decision.

(b) Administrative hearing. The request for an administrative hearing will be submitted in accordance with NGB TPR 752. The HRO will obtain a register of current, qualified NGB Hearing Examiners and furnish a copy to the Labor-Management Representative and Union. Management and Labor will mutually agree upon a short list of three examiners who will be able to hear the case within the time frames necessary while establishing with all parties, a mutually acceptable date, time and location for the hearing. If none of the examiners on the short list are available to hear the case in a timely manner, management and labor will work closely to select another mutually agreeable Hearing Examiner from the remaining list. TAG, after reviewing the findings and recommendation report of the hearing examiner, will render the final decision. The technician and the technician's representative, if appropriate, will be furnished a copy of the Hearing Examiner's findings and recommendations.

#### 18-5 STAY OF ADVERSE ACTIONS

a. If a technician appeals an adverse action other than removal, through an applicable appeal procedure, the adverse action will be stayed pending the final decision of TAG. Refer to NGB TPR 752, Chapter Three, for duty status.

b. The fact that an adverse action is being proposed does not in itself mean that the technician should not be allowed to continue performing his/her normal duties. However, if there is a reason to keep the technician away from his/her normal duties, the Employer may detail the technician to other duties.

c. When the Employer determines that the technician's presence at the work site may not be in the Government's best interest, (i.e. criminal; felony charges or a danger to other technicians or government property) the technician may be placed in a non-duty pay status for all or part of the time it takes to process the action.

#### 18-6 NON-DISCIPLINARY ADVERSE ACTIONS

a. Non-disciplinary adverse action means a personnel action taken as a result of an administrative decision, such as a termination, furlough without pay, or the reduction in pay or compensation of a technician. The Parties recognize that this type of adverse action is not taken as a result of disciplinary action against a technician.

b. A technician may appeal certain non-disciplinary actions to the TAG.

#### 18-7 REPRESENTATION

When a technician believes that a formal discussion/investigatory interview with a supervisor may lead to disciplinary or adverse action against the employee, the technician has a right to request a Labor Organization Representative be present by invoking their Weingarten Rights. The discussion with this individual will not move forward until a qualified representative is present. In the event locally qualified representation is not available, coordination will be made on a case-by-case basis through the Labor Organization and the HRO to obtain the representation. The HRO notifies employees annually of their Weingarten Rights through bulletin board postings or electronic means. Representation will be provided in accordance with 5 USC 7114 (a)(2) and (a)(3).

#### 18-8 RECORDS

a. In any disciplinary action an employee will, upon request, be furnished a copy of all written documents in the Employer's files that contain evidence used by the Employer to support the disciplinary action. Notes/records/diaries kept by the supervisor (memory jogger, trend indicators) may be used to support any disciplinary or adverse action, and, if used, will be shown to the employee as a means of support for the recommendation of the supervisor. These notes/records/diaries used for disciplinary action, however, may not be used as a basis for a performance evaluation of marginal and unacceptable, denial of a career ladder promotion or denial of a within grade increase unless such notes indicate performance issues and these would support counseling for performance on the NGB Form 904-1.

b. No written entry will be made in an employee's technician folder concerning disciplinary matters without the knowledge of the employee. The employee will initial the entry. The employee's initials acknowledge ONLY that the employee KNOWS that an entry was made, but in no way will initialing the entry be considered as an agreement with the entry or an admission of guilt.

### **ARTICLE XIX**

#### **GRIEVANCE PROCEDURES**

##### 19-1 GENERAL

Technicians within the bargaining unit are required to use this grievance procedure as the sole means of resolving all complaints covered by this Article. The employee retains the right to request Labor Organization representation in the grievance procedure or to decline such representation. If the technician chooses not to have representation, that waiver must be in writing. The Labor Organization will be served a copy of this waiver. However, the Labor Organization will be given the opportunity to have a representative present during all grievance proceedings to ensure that the adjustments of the grievance are not inconsistent with the terms of the Agreement. A grievance will be formally presented, normally not later than thirty (30) days after the grievance took place or the individual becomes aware of the events that constitute the

grievance, which ever is later. Either Party may seek interpretation of the meaning or intent of the Agreement from representatives of the negotiating teams.

#### 19-2 DEFINITIONS OF A GRIEVANCE:

- 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.

#### 19-3 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.
- c. A suspension or removal under Para. 7532 (National Security) of Title 5, U.S.C.
- d. Any examination, certification, or appointment.
- e. The classification of any position that does not result in the reduction in grade or pay of an employee. This matter may be appealed under other procedures. For GS employees TPR 500 (511.6); for WG employees TPR 531-1. S7, (531-1) are the applicable references.
- f. An Equal Employment Opportunity (EEO) complaint.
- g. Provisions of Title 32, Section 709(f) are excluded from binding arbitration.

#### 19-4 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.

#### 19-5 PRESENTING A GRIEVANCE

- a. A grievance must be presented using the agreed to grievance form which is attached at the end of this contract and may also be found on the Warfield web or may be available from any shop steward.
- 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 elects 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 POC will be a chapter officer.

#### 19-6 OFFICIAL TIME

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

- a. To the employee 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 and the designated Labor Organization representative for preparing and presenting the grievance.

#### 19-7 GRIEVANCE PROCEDURE

Informal Grievance: It is agreed that settling of problems may be accomplished verbally before becoming formal. At this informal stage, the employee and the representative will meet with the supervisor/manager concerned and an attempt will be made to resolve the issue(s) that caused the grievance. Both the Employer and the Labor Organization encourage this step. Throughout this process, all time frames may be extended by mutual consent.

a. Individual will go to the first line supervisor within 30 calendar days of the event that gives rise to the grievance. It is understood that the individual has the option to include their Labor Organization representative in this process.

b. The supervisor will render his/her decision within 5 working days.

Formal Grievance: This procedure will be used when there has been no satisfactory resolution using the informal grievance process. Throughout this process, all time frames may be extended by mutual consent. It is understood that the individual has the option to include their Labor Organization representative in this process.

Step 1: A grievance will be submitted in writing to the Functional Manager within 4 working days of the response of the informal process. The employee or Functional Manager may request a meeting prior to a decision being rendered. A written decision will be furnished to the grievant within 8 working days. A Functional Manager is defined as Group Commander level or technician equivalent.

Step 2: If the grievance is not resolved at Step 1, the grievance shall be referred to the Air Commander within 4 working days. The Air Commander will meet with the grievant and his/her representative and provide a written decision within 8 working days.

Step 3: If the grievance is not resolved in Step 2, if appropriate, the grievance shall be referred for either Alternative Dispute Resolution (ADR) or Grievance Mediation by the Federal Mediation and Conciliation Service (FMCS) or the Federal Executive Board's Mediation Service Panel or other acceptable mediator by the agreement of both parties. The referral will be made within 4 working days of the decision made in Step 2. In the interest of both parties, either process will be completed within 12 working days.

Step 4: If the grievance is not resolved at Step 3, the grievance shall be referred to the Adjutant General within 4 working days. The Adjutant General or designated representative will meet with the grievant and his/her representative and provide a written decision within 8 working days. The decision of the TAG is final unless arbitration is invoked.

Step 5: If the grievance is not resolved in Step 4, the Labor Organization or the Employer may invoke binding arbitration, but must do so within 45 calendar days of receipt of the response of the Step 4 grievance. Individual technicians do not have the right to invoke binding arbitration.

Labor Organization initiated grievances will name the Air Commander or The Adjutant General as respondent. The Labor Organization agrees to consider an attempt to informally resolve the grievance at an appropriate level prior to formal presentation.

#### 19-8 RIGHT TO INFORMATION

Upon request and subject to law, rule or regulation Management will provide the Labor Organization with any investigation reports and/or documents used in the original action when denying a grievance. This is to insure the Labor Organization has all the necessary information for a determination to invoke or not invoke the provisions of paragraph 19-9.

#### 19-9 ARBITRATION PROCEDURES

- a. Arbitration may be used to settle unresolved grievances.
- b. Only the Labor Organization or the Employer may invoke the provisions of this Section.
- c. If either Party questions the arbitrability of a matter because of alleged conflicts with applicable existing law or circumstance(s), the arbitrator will simultaneously hear the question of arbitrability and the merit(s) of the case. The arbitrator will then rule on the question of arbitrability and, when applicable, the subsequent question(s) on the merits of the case.

#### 19-10 ARBITRATOR SELECTION

When arbitration is invoked, the party invoking arbitration may request a list of seven arbitrators from the Federal Mediation and Conciliation Service (FMCS) and concurrently inform the other party of its intent. Within seven 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 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 30 days, the Parties may select a new arbitrator using the above procedures. The requesting party will make the selection if the other party chooses not to participate.

#### 19-11 ARBITRATION EXPENSES

Expenses incurred for the arbitration, including transcripts, if required, will be shared equally by the Employer and the Labor Organization.

#### 19-12 DATE AND LOCATION

The arbitration hearing shall be held on a date and at a location mutually agreed upon by the Parties.

#### 19-13 FEDERAL LABOR RELATIONS AUTHORITY (FLRA) EXCEPTIONS

The Parties understand the FLRA has promulgated regulations providing for filing of exceptions to an arbitrator's award. The period for filing of exceptions is not later than 30 days from the date the award is served on the Parties. The date of service is the date the arbitration award is deposited in the U.S. mail or is delivered in person. It is understood that if no exceptions to an award are filed during this 30-day period, the award shall be final, binding and effective on the thirty first (31st) day.

#### 19-14 COMPLIANCE

Certificate of compliance with the decision of the arbitrator, to include corrective action where appropriate, shall be provided to the other Party as soon as practical.

### **ARTICLE XX**

#### **IMPACT BARGAINING**

##### 20-1 PURPOSE

Prior to implementation of any action that could adversely affect one or more members of the bargaining unit, Management will negotiate with the Labor Organization appropriate arrangements regarding the impact of the event(s). Such negotiations will take place prior to any announcement of the proposed Management action that could adversely affect a bargaining unit member's condition of employment.

##### 20-2 APPROPRIATE MATTERS FOR IMPACT AND IMPLEMENTATION BARGAINING

Matters appropriate for negotiations and or consultation between the Parties shall include, but are not limited to, personnel policies, practices and matters which affect working conditions, to include such matters as safety, labor/management cooperation, employee services, methods of

grievance adjustments, appeals, granting/denial of leave, promotion plans, demotion practices, reduction-in-force (RIF) procedures, hours of work and TDY assignment procedures.

#### 20-3 CHANGES AFFECTING WORKING CONDITIONS

Management agrees to deliver to a Labor Organization Official draft copies of appropriate regulations/policies affecting working conditions for review prior to implementation. If the Labor Organization desires formal discussion concerning contents of the drafts, Management should be contacted within five working days after receipt to establish a meeting time/place to discuss the matter.

#### 20-4 MEETINGS

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

b. The Employer and the Labor Organization agree to render decisions on issues not resolved at the meetings within four working days unless it is mutually agreed otherwise.

c. Consistent with the above, and within the authority to do so, the Employer agrees not to make changes in personnel policies, practices and working conditions, without prior negotiations/consultations with the Labor Organization.

### **ARTICLE XXI**

#### **REDUCTION IN FORCE (RIF)**

##### 21-1 GENERAL

TAG is responsible for implementing a RIF.

##### 21-2 PROCEDURES

Provisions of NGB Regulation TPR 351, CFR 351 and Public Law 95-454 will govern procedures relating to RIF. The detailed procedure to place this Article into effect will be in accordance with Article 20 (IMPACT BARGAINING) of the Labor/Management Agreement. Further it is agreed between the Parties that procedures used by Management officials in exercising their authority are negotiable and to that extent TAG in recognizing the responsibility of the Labor Organization to represent the bargaining unit, agrees to negotiate appropriate arrangements for the bargaining unit adversely affected by implementation of this Article.

##### 21-3 RIF PROCEDURAL ENHANCEMENT COMMITTEE

The Parties mutually agree to form a committee comprised of key base personnel and Labor Organization officials. The purpose of the committee will be to study and recommend appropriate arrangements to be utilized should the implementation of this Article become necessary.

### **ARTICLE XXII**

#### **MERIT PROMOTION AND INTERNAL PLACEMENT**

##### 22-1 GENERAL

Maryland HRO (in accordance with the Code of Federal Regulations and Personnel Guidance Letters and MDNG TPR 335-2) establishes the Merit promotion and internal placement program for technicians of the MD ANG. The Employer will make no changes to any provision of the program without first consulting and negotiating with the Labor Organization. The provisions of these Regulations are subject to this Agreement.

##### 22-2 GRIEVANCES

a. 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 under the grievance procedures agreed to in this Contract. A grievance will not be considered when it is based solely on non-selection.

b. The Employer, upon written request, will make available to the Labor Organization the occupational series qualification criteria used to determine eligibility for a placement action.

#### 22-3 INQUIRIES

A non-selected technician may request to meet with the selecting official to address areas where improvement can be made to enhance the individuals placement potential in the future.

NOTE: The intent is not for the employee to grieve his non-selection but to provide the employee an awareness of areas for improvement.

### **ARTICLE XXIII**

#### **CLASSIFICATION ACTIONS**

##### 23-1 GENERAL

It is agreed that before Management assigns an effective date for any downgrade resulting from reclassification, Management will, after impact bargaining with the Labor Organization, provide the affected technician with:

- a. A notice, no less than 30 days in advance of the effective date, with a copy of the new PD or the current PD if no changes are being effected.
- b. Make available the OPM - Civil Service Classification Standards that the position was graded by.
- c. Further information, knowledge and assistance on rights and appeal preparation.

##### 23-2 RECLASSIFICATION DOWNGRADE

- a. If any position is downgraded with a substantial change of duties resulting in a PD number change, such action should be considered a RIF and existing contract RIF procedures (Article 21) will apply. In all other cases, downgrades resulting from reclassification will be considered as classification actions.
- b. No personnel actions resulting directly from downgrading/RIF will be taken until Management and the Labor Organization negotiate the impact of the proposed action(s). The Parties will meet within one week after advance notice of the action(s) is provided to the Labor Organization.
- c. The Employer will not utilize classification actions for the purpose of either awards or punishment.

##### 23-3 GRADE RETENTION

During the grade retention period (two years) if a vacancy of equal or intervening grades exists for which the technician is fully qualified, the technician will be offered the position. If there is more than one fully qualified eligible technician in grade retention, the internal placement plan will be utilized. For any other positions that become available that no one on the retention roster is fully qualified for, the merit promotion plan will be utilized. The people on the retention roster shall be given priority consideration, in accordance with MDNG TPR 351.

### **ARTICLE XXIV**

#### **EEO PROGRAM**

##### 24-1 POLICY

The MDANG Technician EEO Affirmative Action Plan establishes the requirements of national policy and federal law. It assures equal employment, development, promotion and treatment of the National Guard Technicians. The Employer and the Labor Organization agree to cooperate to the fullest in providing EEO for all qualified applicants and technicians and to prohibit discrimination because of age, race, color, creed, sex, national origin or handicap. Both Parties agree to promote and support all programs for EEO through a positive and continuing effort.

#### 24-2 EEO COMPLAINT PROCEDURES

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 45 calendar days of the occurrence.

#### 24-3 COMPLAINTS ALLEGING SEXUAL HARASSMENT

a. The Employer and the Labor Organization support The Adjutant General's policy and agree that sexual harassment in the workplace will not be condoned and/or tolerated.

b. Reported cases of sexual harassment will receive prompt and positive action.

c. Any technician who feels they have been the victim of sexual harassment may file a complaint through the statutory procedure by contacting an Equal Employment Opportunity (EEO) counselor within 45 days of the occurrence.

d. IAW Applying the Requirements of the Federal Service Labor-Management Relations Statue to Processing Equal Employment Opportunity Complaints and Bargaining over Equal Employment Opportunity Matters, "dated 26 Jan 99, page 30, Part III, "A Union's Right to be Represented at Meetings involving EEO Matters" states the following: "The Authority has held that a mediation/investigation session to resolve formal EEO complaints is a statutory formal discussion where an exclusive representative has the right to be represented and actively participate". If the union president or their designee is requested to participate in an EEO procedure the chapter representative will be on official time status.

### **ARTICLE XXV**

#### **EDUCATION AND TRAINING**

#### 25-1 TRAINING PROGRAMS

Management and the Labor Organization agree that the Labor Organization has an interest in the content of general interest training that would include members of the collective bargaining unit. Management will inform the Labor Organization when training is planned and will consider input provided by the Labor Organization. Training of interest includes but is not limited to OSHA, Safety/ORM, and EEO training. After prior coordination with Management, the Labor Organization may have a representative attend the HRO sponsored Supervisors Development Course.

#### 25-2 FEDERAL BENEFITS INFORMATION

Annually, the HRO will sponsor a "Federal Employee's Benefits Fair" at the Warfield Air National Guard Base. The fair will include FEHB Representatives as well as Employee Benefits and Service Specialists from the HRO. The Specialists will be on hand to specifically address questions concerning Retirement Planning, Benefits, FEGLI, FEHB, TSP, etc. Employees will be able to attend this fair on duty time. Individual questions can be directed to the HRO at anytime and additional information may be obtained from the OPM website.

### **ARTICLE XXVI**

#### **AGREEMENT ADMINISTRATION**

#### 26-1 EFFECTIVE DATE

The effective date of this Agreement shall be after execution by the Parties and approval by the Agency. Both dates will be made part of the Agreement prior to distribution.

#### 26-2 AGENCY APPROVAL

a. The head of the Agency shall approve the Agreement within 30 days from the date the Agreement is executed by the Parties if the Agreement is in accordance with the provisions of applicable law, rule, or regulation.

b. If the Agency does not approve or disapprove the Agreement within the 30-day period, the Agreement shall take effect and be binding on the Employer and the Association subject to the provisions of applicable law, rule, or regulation.

c. In the event that a particular Article or Section of an article is not approved by the Agency, the remainder of the Agreement shall take effect as provided by law. The articles or sections of an article not approved by the Agency shall later be incorporated as negotiations or appropriate remedies dictate and subsequent approved by the Agency.

#### 26-3 AGREEMENT DURATION

This Agreement will remain in effect for three years from the date of approval by the Agency, or, under the provisions of PL 95-454, section 7114, (c) (3) whichever is applicable.

#### 26-4 AGREEMENT AMENDMENTS/SUPPLEMENTS

a. This Agreement may be subject to modifications as a result of a change in or issuance of an appropriate new law, rule, or regulation after appropriate consultation and agreement on implementation.

b. This Agreement may be subject to amendments or supplements by the Parties during the Agreement lifetime under one of the following procedures:

(1) Either Party may initiate negotiations at the midpoint of this Agreement, after service of notice no later than 60 days prior to the midpoint of this Agreement.

(2) At any time, by mutual consent, for the purpose of amending or providing supplements to this Agreement.

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

d. Representatives of Management and the Labor Organization will meet within 30 days to commence negotiations of the proposed amendment or supplement, unless a later date is mutually agreed upon. No changes other than those specified in the summary provided for in paragraph 26-4c of this Article will be considered.

e. Approval of an amendment or supplement to the Agreement will be accomplished in the same manner as provided for approval of the basic Agreement as specified in paragraph 26-2 of this Article.

#### 26-5 NEGOTIATING A NEW AGREEMENT

a. Requests for negotiating a new Agreement will be submitted no earlier than one hundred fifty (150) calendar days and no later than ninety (90) calendar days prior to the termination of this Agreement with negotiations commencing as early as practical. In the event neither party requests negotiation of a new Agreement within the established time frame, this Agreement will automatically extend for a period of one year.

b. Prior to the start of negotiations of a new Agreement, representatives of the Employer and representatives of the Labor Organization will meet to initiate a Memorandum Of Understanding establishing the ground rules for the conduct of negotiations.



**ARTICLE XXVII**  
**SIGNATURE PAGE**

IN WITNESS THEREOF, the Parties have entered into this Agreement on the 11th day of January 2009.

FOR THE LABOR ORGANIZATION

FOR THE EMPLOYER

PRESIDENT  
A.C.T. CHAPTER 125  
LABOR ORGANIZATION

BG (MD), MDNG  
THE ADJUTANT GENERAL