

Labor Relations Agreement

Between

The Adjutant General of Kansas

Kansas Air National Guard

And

Forbes Chapter

Association of Civilian Technicians

Executed on 7 December 2006

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ARTICLE 1

GENERAL PROVISIONS

1-1 Agreement

Pursuant to policy set forth in Public Law, and subject to all applicable existing or future Federal statutes and currently existing government wide rules and regulations issued by controlling authorities, the following articles constitute an agreement by and between The Adjutant General of Kansas, Topeka, Kansas, hereinafter referred to as the "employer", and the Local #129, Association of Civilian Technicians representing Kansas Air National Guard technicians (Forbes), hereinafter referred to as the "labor organization".

1-2 Mutual Covenants

This agreement identifies the mutual covenants of the parties here to which have the intention and purpose to:

a. Promote and improve the efficient administration of the Kansas Air National Guard 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 agency.

c. To establish a basic understanding relative to personnel policy, practices and procedures and matters affecting conditions of employment within the jurisdiction of the Adjutant General.

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

1-3 Bargaining Unit

It is recognized by the employer that the Association of Civilian Technicians has been designated and selected by a majority of the employees as their representative for purposes of exclusive recognition, and that pursuant to 5 USC Chapter 71, the said organization is the exclusive representative of all technicians in the bargaining unit.

INCLUDED: All Title 32 non-supervisory General Schedule, Wage Grade, and indefinite employees of the Kansas Air National Guard, located at Forbes Field.

EXCLUDED: All managerial, supervisory, and temporary employees, to include those employees excluded for other reasons as listed in 7112 (b) of 5 USC. **NOTE:** In applying this paragraph, §7112 of 5 USC 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 determined by mutual consent or a FLRA clarification of unit.

1-4 Application

This agreement, to include all articles herein, is **applicable** to all bargaining unit employees, whether labor organization members or not.

1-5 Contract Enforcement

The labor organization recognizes the joint responsibility with the employer for the administration and enforcement of this agreement.

1-6 Gender Reference

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 therein.

1-7 Contract Distribution

The employer agrees to provide 30 agreements, (printing to occur approximately thirty (30) calendar days after the effective date of the agreement) and a copy will be furnished to each bargaining unit technician currently employed, as well as new bargaining unit technicians hired. This contract will also be available on the intranet. The cost of printing the contract will be borne by the employer.

ARTICLE 2

EMPLOYEE RIGHTS

2-1 Statutory Provisions

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 bargaining unit 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 in any grievance or appeal action; 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.

2-2 Employee Participation

The employer recognizes the right of employees to organize and express their views collectively or to refrain from such activity. In addition this agreement does not preclude any employee, regardless of union membership, from bringing matters of personal concern to the attention of the appropriate officials in accordance with applicable law, rule, regulation or policy.

ARTICLE 3

Employer Rights

3-1. Statutory Provisions

Nothing in this agreement shall affect the authority of any management official of this agency -

a. To determine the mission, budget, organization, number of employees and internal security practices of the agency; and

b. In accordance with applicable laws -

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

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

(3) With respect to filling positions, to make selections for appointments from -

(a) Among properly-ranked and certified candidates for promotion; or

(b) any other appropriate source; and

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

ARTICLE 4

LABOR ORGANIZATION RIGHTS & DUTIES

4-1. Exclusive Representation:

An exclusive representative of an appropriate unit in an agency shall be given the opportunity to be represented at:

a. Any formal discussion between one or more representatives of the agency and one or more employees in the bargaining unit or their representatives concerning any grievance or any personnel policy or practices, or other general conditions of employment; or

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

1. The employee reasonably believes that the examination may result in disciplinary action against the employee and;
2. The employee requests the representation.

The employer shall annually inform it's employees of their rights as stated above.

4-2. Representation Rights:

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

4-3. National Representation:

Upon written notification by the local labor organization president, an assigned ACT National Field Representative may represent the bargaining unit in negotiations, third party proceedings or other matters.

a. The employer recognizes the right of the Labor Organization's National Organization to visit the installation for which the Local #129, Forbes Chapter has exclusive recognition.

b. Notification will include the identity of the visitor, the expected date of arrival, the approximate duration of meetings and the purpose of the visit.

c . Full compliance with security regulations of the agency will be maintained.

4-4. Labor Organization Employee Obligation:

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 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.

4-5. Internal Labor Organization Business:

It is agreed that internal labor organization business such as soliciting membership, collecting dues, electing officers, meetings, posting and distributing literature (unless the literature concerns conditions of employment) will be conducted during non-duty hours of the employees involved.

ARTICLE 5

LABOR ORGANIZATION SHOP STEWARDS

5-1 Shop Stewards

The shop steward is an official labor organization representative. The supervisor of the section concerned will consult with the steward designated for an area on matters that will affect the conditions of employment of the employees within the section prior to notification of the employees concerned. It is understood that the steward may speak for the employees of the section, but will not make decisions on conflicting contractual intent. The employer agrees that there will be no interference or coercion against any Labor Organization Official and/or Shop Steward because of his performance of official functions in accordance with Public Law.

5-2 Number Of Stewards

A reasonable number of stewards, (based at 12), will be designated by the labor organization, so that each employee of the unit will have reasonable access to a steward.

5-3 Steward Representation

Time will be allowed for officer(s)/steward(s) to consult with appropriate officials or aggrieved employees to accomplish representational duties. This time is not limited to the confines of the activity, subject to the acknowledgment of the Labor-Management Officer and approval of supervision. Within the confines of the activity the steward will obtain approval from their supervisor. It is agreed that time used will be the minimum amount required to complete their business.

5-4 List Of Officers And Stewards

The labor organization will furnish the Human Resources Office/LRS a current list of officers and stewards and their designated areas after each election or anytime a change occurs. To ensure currency the list will be dated.

ARTICLE 6

LABOR ORGANIZATION BUSINESS OFFICE

6-1. Office:

a. The employer will provide the labor organization with an adequate office / storage area, mutually agreed upon, not to hinder mission. The office space will be environmentally supported in the same manner as the rest of the building.

b. The labor organization may be afforded the opportunity to screen and utilize excess office furniture.

6-2. Communications For Labor Organization Representatives (Telephone/FAX/Copier/LAN):

a. The employer will provide telephone service, to include DSN capability and the public address system, for official business.

b. The employer agrees to allow the labor organization use of existing copier/fax equipment for official use only.

c. Access to the LAN system will be available when possible, with the following conditions.

1. All use of the LAN will be monitored IAW applicable current laws, regulations and policies.
2. The LAN will be used for official business only on official time, when conducted from union office.

6-3. 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.

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.

6-4. Mail Distribution:

a. A mail distribution box may be provided to the labor organization.

b. Labor representatives may use their government email address for official labor organization communications (official business only).

ARTICLE 7 **PERTINENT INFORMATION AND DIRECTIVES** **LABOR / MANAGEMENT COOPERATION**

7-1. Employer Information:

The employer agrees pertinent Technician Personnel Regulations and additional policies and directives of the agency (**DOD**), (to include NGB and OPM), as well as other Labor/Management relations' information, are made available during normal duty hours.

7-2. Labor Organization Information:

The labor organization agrees to provide the Human Resources Office, Labor Relations Specialist with any pertinent labor/management relations' information that they receive.

7-3. Bargaining Unit Members:

The employer agrees to furnish the labor organization, upon request, a list of bargaining unit members by location, which reflects the most current technician assignments.

7-4. Committee Membership:

The labor organization may request participation on committees as appropriate.

7-5. Wage-Board Committee Representation:

a. The employer agrees to notify the labor organization when they are in receipt of a notification of a pending wage survey from DOD. The labor organization will be permitted to participate in wage surveys in accordance with applicable regulations following coordination with HRO/LRS and concurrence of the lead agency.

b. Representatives of the labor organization, following coordination with HRO/LRS and concurrence of the lead agency, may be afforded time to meet with and discuss overall concerns with personnel conducting the survey. Official Time may be used to perform said duties.

ARTICLE 8

OFFICIAL TIME FOR LABOR ORGANIZATION REPRESENTATIVES

8-1 Official Time:

Official time will be made available without loss of annual leave during normal duty hours for the labor organization representatives. Supervisors will attempt to adjust labor organization representatives' normal work schedule to provide for utilization of the approved official time provisions contained within this article except for mission requirements. The employer agrees that there will be no interference or coercion against any Labor Organization Official and/or Shop Steward because of his performance of official functions in accordance with the Federal Labor Management Relations Statute.

8-2 Appropriate Uses Of Official Time:

Labor organization representatives will request official time for official business by notifying their supervisor and obtaining concurrence prior to leaving their work area. Labor organization representatives will provide adequate information to the supervisor so the AGKS-HRO/LRS Form 1 can be filled out in total. Unless mission requirements preclude concurrence, the supervisor will concur with the request for official time. The delay should be only for the time that the mission requires the presence of that representative. After completion of the

representational activity, the labor organization representative will notify his supervisor of his return by the most appropriate means. Official time provisions, in accordance with the Federal Service Labor-Management Relations Statute, 5 USC 7131, include:

- a. Steward(s) conferring with employees and/or supervisors on grievances.
- b. Labor management meetings.
- c. Preparation time for negotiations, appeal(s), grievances, complaints or scheduled meeting(s).
- d. To prepare and maintain records and reports required of the labor organization by federal agencies. i.e. to maintain financial records and books required by the Department of Labor, IRS, etc.
- e. Travel time to and from prearranged meetings with the Adjutant General or other management officials. In accordance with applicable JTR/regulations the Labor Organization representatives will receive full travel and per diem allowances when these meetings are scheduled outside of the Topeka area.

8-3 Representative Training:

- a. The labor organization is authorized official time for training of officer and shop stewards. It is understood that this training will be of mutual concern to management and necessary to the employee as a representative of the labor organization. Supervisor approval will be granted unless there are mission-related reasons requiring mandatory coverage and/or mission of the functional area precludes such release. If the representative is required to remain on duty to support mission essential requirements, official time will be denied.
- b. The labor organization will request this official time by letter, including a copy of the agenda or program and a description of the training for which the official time is requested, through their supervisor, to the Human Resources Office/Labor Relations Officer for approval at least 15 calendar days prior to the training.
- c. Normally, no more than 10 days per year, per person, of training (excluding travel to the training) may be authorized for labor organization officers and stewards.

ARTICLE 9

NEW EMPLOYEE ORIENTATION PROCEDURES

9-1 Procedure:

a. The employer will establish procedures to assure that a new employee will be counseled on all aspects of employee employment, normally within one (1) pay period after the effective date of employment.

b. The agency will notify the Labor Organization of new Bargaining Unit employees and provide the new Bargaining Unit Employees with a copy of the Collective Bargaining Agreement and a current list of Officers and Stewards.

ARTICLE 10

DUES WITHHOLDING

10-1. Withholding Form:

The 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.

10-2. Processing:

The completed standard form will be given by the labor organization to the Technician Pay Office.

a. The standard form will be completed and certified as to the amount of withholding and that the member has been advised of the contents of the form, and the individual's earliest date of dues revocation will be annotated on the form and initialed by the individual.

b. The standard form 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 Technician Pay Office. Adjustments to dues allotments will occur within two (2) pay periods whenever the member's rate of base pay changes.

c. Automatic dues deductions shall be terminated when the employee is excluded from the bargaining unit. 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 union associated insurance, or other union benefits.

10-3 Dues Revocation:

The employer agrees to provide the labor organization and/or employees with the standard form SF 1188 for use in revoking automatic dues allotments. These forms will be available in the HRO or labor organization office for those individuals wishing to revoke their dues withholding.

a. The individual will turn the completed standard form into the Technician Pay office.

b. The Civilian Pay Office shall date and initial all copies of the standard form upon receipt from the individual. The second copy of the standard form shall be forwarded by the Civilian Pay Office to the labor organization within three (3) working days after receipt of the signed form from the employee.

c. The first full pay period in September shall be the annual dues revocation date established by this agreement. All dues revocation forms must be received by the Civilian Pay Office not later than August 15th. Dues revocation shall not become effective until the first full pay period in September.

d. New members shall have the option of dues revocation on the first annual anniversary date after the employee's election to participate. Dues revocation form must be submitted to the Civilian Pay Office not later than the last work day in the month preceding the employee's anniversary date. Effective date of revocation will be the first full pay period after the anniversary date. After the first anniversary date, revocation may only be made in accordance with paragraph 4c above.

ARTICLE 11

WORK REQUIREMENTS

11-1 Medical Reassignment

If an employee is permanently unable to perform all or part of their assigned duties they may voluntarily request permanent lateral reassignment or change to lower grade to a vacant position, that has not yet been advertised, which they are qualified for. However, the employee must be medically qualified to remain in the Kansas Air National Guard as a dual status excepted technician and meets the medical requirements for any required retraining or tasking.

11-2 Required Clothing

- a. The employer will furnish each bargaining unit employee, except an employee who is a military officer, uniforms (including, headgear, belts and foot wear) which the employer requires the employee to wear on duty. The employer will provide replacement of uniforms and any mandatory accouterments. The employer will furnish a number of uniforms that is adequate to enable compliance with the employer's requirement for wear of the uniform, IAW law, rule, or regulation. The employer will furnish uniforms with fair wear and tear replacement, and sewing of accouterments at no cost to the employee.
- b. The employer will furnish to bargaining unit members who are military officers the maximum allowances at no cost to the employee.
- c. The Agency will provide bargaining unit members adequate Personal Protective Equipment (PPE) as prescribed by law, rule, or regulation.
- d. Bargaining unit members may report any lost or stolen clothing to their supervisor. The items may be replaced depending on the outcome of the ensuing investigation, if an investigation is deemed necessary. If an investigation is necessary the bargaining unit members may be required to submit supporting documentation to their supervisor to assist in the investigation process.

11-3 U.S. Government Identification

The Agency will issue a U.S. Government I.D Card, (CAC) to all bargaining unit technicians.

ARTICLE 12

GYM FACILITIES/WORKOUT

Employees may be authorized up to three (3) hours per week of duty time to participate in a physical fitness program in accordance with the established Agency policy.

ARTICLE 13

HEALTH SAFETY AND WELFARE

13-1 General:

The employer and the labor organization will continue to make every reasonable effort to provide, coordinate and maintain safe working conditions for employees. Rules, laws and regulations related to safety shall be available to all employees

and departments and shall be adhered to. It is recognized that each employee has a primary responsibility for his own safety and an obligation to himself and others. In the event that a specific hazard is encountered, or a specific condition is considered unsafe, an employee shall immediately notify his supervisor. It is acknowledged that certain tasks necessarily performed involve a varying degree of hazard. Employees assigned to perform hazardous tasks should receive briefings, instructions, training, or schooling pertinent to the task to be performed. The types of employees normally assigned to perform hazardous tasks shall be those who have received appropriate briefings, instructions, training, or schooling pertinent to the hazardous task to be performed. The employer shall provide appropriate safety and health training for employees. The performance of hazardous tasks shall incorporate all required Personal Protective Equipment, (PPE)

13-2 Occupational Safety And Health Council:

a. The Kansas Air National Guard Occupational Safety and Health (OSH) Council has been established to provide a forum for discussion of OSH problems and to make recommendations to the Commander on OSH related matter.

b. The Council meets quarterly to discuss OSH problems and to resolve Hazard Reports, AF Form 457, that are not resolved at a lower level.

c. A labor organization representative will be a member of the council and will be notified of Council agenda items.

13-3 Workers Compensation:

a. 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 the employer's responsibility to initiate required procedures as soon as they are aware an incident has occurred. The Human Resources Office is available to advise the employee as to their entitlements and obligations under the Employee's Federal Compensation Act. Technicians are entitled to a continuation of pay status (COP) for a period not to exceed forty-five (45) calendar days for any covered incapacitating injury or recovery period required by a doctor.

NOTE: Early filing of worker compensation claim forms is essential to assure full coverage for any job related injury or illness.

b. Management will ensure all supervisors are well versed in what forms are needed and that these forms are properly used and filled out completely.

13-4 Extreme Temperature Conditions:

The employer and the labor organization recognize the hazards of working in extremely cold/hot temperatures, while at the same time, acknowledge the necessity for accomplishing certain tasks to varying extent even in the most extreme temperatures. Employee’s health will be protected from weather extremes.

EXTREME HEAT -

a. Management acknowledges that there are certain heat factors beyond which employees are incapable of performing sustained work.

b. The employer will use the wet bulb method of determining exposure to extreme heat and the chart below using temperature (Ta) and relative humidity (RH) in accordance with appropriate guidance.

c. The following hot-weather work/rest criteria as based on government guidance will be followed. Supervisors should allow the rest periods necessary to prevent heat injuries for the person or persons affected.

PHYSICAL WORK INTENSITY

ACTIVITY

VERY LIGHT	Sitting in/moving Equipment Equipment Road Tests
LIGHT	Lifting less than 40 lbs per person Walking Hard Surface/Carrying Less than 30 lbs Operator Maintenance of Equipment
MODERATE	Lifting 40-50 lbs per person Walking Loose Surface/No load Walking Hard Surface/Carrying 30-50 lbs Servicing/Overhaul of Equipment
HEAVY	Lifting 50-60 lbs per person Walking Loose Surface/Carrying 30 lbs or Less Walking Hard Surface/Carrying more than 50 lbs Major Overhaul of Equipment/Component Replacement

Number of Minutes of Work per Hour in Sustained Work-Rest Cycle

WB GT	T _a	RH	BDU				BDU + Coveralls				Aircrew Flight Suit			
			VL	L	M	H	VL	L	M	H	VL	L	M	H
75	75	75	NL	NL	NL	29	NL	NL	NL	28	NL	NL	NL	31
80	80	75	NL	NL	NL	25	NL	NL	39	24	NL	NL	NL	27
84	85	75	NL	NL	31	20	NL	NL	30	19	NL	NL	35	22
89	90	75	NL	NL	21	14	NL	NL	21	13	NL	NL	24	16
88	95	50	NL	NL	26	18	NL	NL	26	17	NL	NL	29	19

KEY TO TABLE

WBGT	- Wet Bulb Globe Temperature (°F)
T _a	- Ambient Temperature (dry bulb - °F)
VL	- Very Light Work Intensity
L	- Light Work Intensity
M	- Moderate Work Intensity
H	- Heavy Work Intensity
BDU	- Battle Dress Uniform
NL	- No Limit (continuous work possible)

d. It is realized that tolerance between individuals differ and that type of outside work being accomplished affects the body heat generated by a worker, therefore, common sense must be applied when considering maximum exposure time.

EXTREME COLD -

a. 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 to the employees, will furnish authorized foul/cold weather protective gear. During conditions of extreme cold weather, employees will not be required to perform work in unheated areas without warming periods. This will be permitted as often as necessary to protect the health and well being of the employee. Work that is not mission essential that must be performed out of doors may be deferred.

b. The employer will use the chart below to determine exposure time during periods of extreme cold when employees are working continuously outdoors.

Wind Chill Chart

WIND SPEED (IN MPH)	ACTUAL TEMPERATURE (□F)												
	50	40	30	20	10	0	-10	-20	-30	-40	-50	-60	
	EQUIVALENT CHILL TEMPERATURE (□F)												
CALM	50	40	30	20	10	0	-10	-20	-30	-40	-50	-60	
5	48	37	27	16	6	-5	-15	-26	-36	-47	-57	-68	
10	40	28	16	3	-9	-21	-33	-46	-58	-70	-83	-95	
15	36	22	9	-5	-18	-32	-45	-58	-72	-85	-99	-	112
20	32	18	4	-10	-25	-39	-53	-67	-82	-96	-110	-	124
25	30	15	0	-15	-29	-44	-59	-74	-89	-104	-118	-	133
30	28	13	-2	-18	-33	-48	-63	-79	-94	-109	-125	-	140
35	27	11	-4	-20	-35	-51	-67	-82	-98	-113	-129	-	145
40	26	10	-6	-22	-37	-53	-69	-85	-101	-117	-132	-	148

(WIND SPEEDS GREATER THAN 40 MPH HAVE LITTLE ADDITIONAL EFFECT)	LITTLE DANGER (In less than 5 hrs with dry skin. Greatest hazard from false sense of security)	INCREASING DANGER (Exposed flesh may freeze within 1 minute)	GREAT DANGER (Exposed flesh may freeze within 30 seconds)
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Cold-Weather Operational Guidelines

Windchill Category (see Windchill table)

Work Intensity

- Lifting 50-60 lbs per person
- Walking Loose Surface/Carrying 30 lbs or Less
- Walking Hard Surface/Carrying more than 50 lbs
- Major Overhaul of Equipment/Component Replacement
- Lifting 40-50 lbs per person
- Walking Loose Surface/No load
- Walking Hard Surface/Carrying 30-50 lbs
- Servicing/Overhaul of Equipment
- Lifting less than 40 lbs per person
- Walking Hard Surface/Carrying Less than 30 lbs
- Operator Maintenance of Equipment

Little Danger	Increased Danger	Great Danger
Increased surveillance by small unit leaders; Black gloves optional - mandatory below 0 °F; Increased hydration	ECWCS or equivalent; Mittens with liners; No facial camouflage; Exposed skin covered and kept dry; Rest in warm, sheltered area; Vapor barrier boots below 0 °F	Postpone non-essential activity; Essential tasks only with <15 minute exposure; Work groups of no less than 2; Cover all exposed skin
Increased surveillance; Cover exposed flesh when possible; Mittens with liner and no facial camouflage below 10 °F; Full head cover below 0 °F. Keep skin dry - especially around nose and mouth.	Restrict Non-essential activity; 30-40 minute work cycles with frequent supervisory surveillance for essential tasks. See above.	Cancel Outdoor Activity if possible.
See above; Full head cover and no facial camouflage below 10 °F; Cold-weather boots (VB) below 0 °F; Shorten duty cycles; Provide warming facilities.	Postpone non-essential activity; 15-20 minute work cycles for essential tasks; Work groups of no less than 2 personnel; No exposed skin	Cancel Outdoor Activity if possible.

c. It is realized that tolerance between individuals differ and that the type of outside work being accomplished affects the body heat generated by a worker, therefore, common sense must be applied along with the above indicated maximum exposure time.

d. The official temperature and wind velocity (wind-chill factor) will be obtained from the nearest National Weather Service facility.

13-5 Wind

NOTE: Wind causes fatigue and other safety consideration, such as static electricity.

a. Refueling/Defueling operations, use of maintenance stands, and loading/unloading of munitions will cease when wind speeds exceed applicable technical order limits.

b. Supervisors will monitor wind speed and ensure employees who show signs of fatigue are allowed to take a rest period away from the wind.

c. During any fuel transfer operation, any visual or audible signal of excess static electricity will be interpreted to mean the existence of extremely hazardous conditions. The operation will be stopped immediately and corrective measures will be taken to prevent ignition and/or explosion. All personnel will follow up with the appropriate Operational Risk Management (ORM) assessment in order to eliminate or prevent future like occurrences.

13-6 Severe Weather

a. During an official Tornado Warning issued at Forbes Command Post, employees will be allowed to take cover and not be required to perform outside work, unless overriding considerations dictate such actions. Example of overriding conditions would be recovery of airborne aircraft.

b. When an electrical storm (thunderstorm) approaches the near vicinity, personnel conducting outside activities will be allowed to take cover and not be required to perform outside work, unless overriding considerations dictate such actions. Example of overriding conditions would be recovery of airborne aircraft.

13-7 TDY Safety

When technicians are sent to repair an aircraft or other equipment out of commission at other than home station, full consideration will be given by the employer to the method, the means, and the appropriate number of personnel, by which such repair should be accomplished, to insure both expeditious job accomplishment and safety of personnel.

13-8 Safety Glasses And Protective Clothing:

a. The employer will furnish safety glasses, including prescription lenses, at no cost to the bargaining unit members whose duties require safety glasses. The requirement will be based on industrial safety standards as determined by the unit commanders. The unit will provide the employee the means to obtain prescription safety glasses at no cost to the employee. The employee is responsible for obtaining a current eye glass prescription in order to obtain unit funded prescription safety glasses. The employer will fund new prescription safety glasses if the employees vision changes or if the issued glasses are broken on the job at no cost to the employee. The individual may select either plain or tinted lenses, as required by the workcenter.

b. All protective clothing equipment required by applicable regulations and the employer will be provided by the employer at no cost to any technician.

13-9 Hazardous Material Communication Training Program

a. Hazardous material information and training will be made available IAW current DoD directives and AFOSH Standard 161-21.

b. As required by law, rule and regulation and changes thereto, the employer will ensure effected personnel receive the training required, detailing the hazards associated with chemicals used in their respective shops. Employees who handle, use, or are potentially exposed to hazardous materials in the course of official duties, will receive training on the specific hazards in their work area. This training should be conducted upon initial work area assignment and whenever a new hazard is identified or introduced into a work area.

c. Training will be documented on AF Form 55 or in the computerized training record.

d. Manufacturer Safety Data Sheets (MSDS) will be available to employees exposed to any chemical hazard, and/or the employee representative. The MSDS will be on file in a known location and accessible to employees.

13-10 Industrial Hygiene Surveys And Workplace Environmental Evaluations

A Labor organization representative shall be given, on official time, the right to be present during any survey or evaluation.

13-11 Hazard Reporting

a. A hazard may be reported by any person and may be submitted on any event or condition that effects safety.

b. Reportable hazards include, but are not limited to, unsafe procedures, practices, or conditions in any area on base.

c. Hazards should be reported to responsible supervisors so action can be taken. Oral reports for imminent danger situations are mandatory. In such situations the Safety Office will be immediately notified. If the hazard is eliminated on the spot, no further action is required. If the hazard is not or cannot be corrected within the work center, an AF Form 457, Hazard Report, will be prepared and given to the section supervisor. Hazard Reports may be submitted anonymously, and/or directly to the Safety Office.

d. The Safety Office will review and evaluate the report IAW AFI 91-301 and AFI 91-202.

e. If after review and processing of the report by the Safety Office, the originator is not satisfied, the employee may appeal IAW AFI 91-301 and AFI 91-202.

NOTE: Applicable Safety Regulations are on file in the Base Safety Office and are available to all employees. The procedures outlined in AFI 91-301 and AFI 91-202 do not preclude us of the negotiated grievance procedure.

f. The term “imminent danger” means any conditions or practices in any work place which could reasonable be expected to cause death or serious physical harm (a risk of injury of any sort is not sufficient) immediately or before there is sufficient time for imminence of such danger to be eliminated through normal procedures.

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

(2) The employee has the right to decline to perform assigned tasks because of a reasonable belief that, under the circumstances, the tasks pose an imminent risk of death or serious bodily harm, coupled with a reasonable belief that there is insufficient time to effectively seek corrective action through hazard reporting and abatement procedures. In these instances, the employee must report the situation to his supervisor or the next immediately available higher level supervisor.

(3) If the supervisor believes the condition or corrected condition does pose an immediate danger, then management shall request an inspection by the Safety Office as well as contact the labor organization, who shall be afforded the opportunity to be present at the time the inspection is made.

(4) Should the Safety Office decide the condition does not pose an immediate danger or if the supervisor gives the instruction to return to work, with or without attempted corrective action, upon written request, the labor organization will be provide with a document stating why the situation was not a hazardous condition, the employee must choose between:

Setting aside his or her concerns and perform the work or;

Disobey the order and risk disciplinary action, for example, insubordination.

13-12 High Risk Operations:

Under normal conditions in the absence of extenuating circumstances, employees will be assigned to work in management-defined high-risk operations in accordance with safety directives applicable to the operations. To ensure the safety of all personnel, management should not require, other than qualified personnel to perform repair, work on or about moving or operating machines while in motion or in operation, nor shall any employee be required to work in areas where unsafe conditions have been identified to management and necessary corrective action has not been taken.

13-13 Transportation To Medical Facilities

When a technician requires transportation for immediate medical attention, management will ensure that appropriate assistance is requested. The technician, if able, will specify the medical facility of their choice.

ARTICLE 14

BASIC WORK WEEK – HOURS OF WORK

14-1 Administrative Workweek

The administrative work week is established as Sunday through Saturday with Sunday as the first day.

14-2 Basic Work Tour

The basic work tour is established as eighty (80) work hours per bi-weekly pay period.

14-3 Standard Schedules

Standard work hours will be 0700 to 1600. It is recognized, however that it may be necessary to establish different hours depending on the mission or work area. The employer will establish work center hours to meet mission requirements.

14-4 Special Shift Assignments

The employer agrees that any employee who requests to work a specific shift because of personal and or family problems will receive consideration in shift selection. The technician will make this request using the form at Appendix A. The supervisor and the employee will establish the duration of shift change and the time frame for review for continuation.

14-5 Shift Reassignment

When an employee's basic workday or workweek change is required by management, volunteers will be considered.

14-6 Hours Of Work

The standard workweek shall consist of forty (40) hours spread over a maximum of five (5) consecutive days. The standard workweek will be the period for which an employee is paid his/her straight-time pay rate. The Employer should give the employee as much notice as possible prior to the first administrative workweek in which the change in tour occurs, except in emergencies.

14-7 Rest Period Duration

a. Every employee shall be afforded the opportunity for a scheduled fifteen (15) rest period during each four-hour period that he works. Unforeseen circumstances may cause the break to be rescheduled. The scheduled rest period may not be a continuation of the lunch period and is provided for:

- (1) Reduction of accident potential by elimination of fatigue.
- (2) Increase in, or maintenance of, high quality and/or quantity production traceable to the rest period

b. Rest period granted in accordance with these provisions are included in the daily tour of duty. Rest periods other than those provided herein may not be considered as part of the daily tour of duty; such periods must be charged to the appropriate type of leave.

14-8 Clean Up

The employer agrees to provide a reasonable amount of time, normally a five (5) to fifteen (15) minute period for employees engaged in dirty, toxic, or hazardous substances for personal clean-up prior to the lunch period and at the end of the workday. In the same manner, a reasonable time will be allowed for the employees to clean, store and protect government property, equipment, and tools prior to the end of the workday.

14-9 Excused Absences

See article 20, Leave, for inclement weather and other excused absences.

14-10 Standby And On-Call

a. Standby status is when an employee is on paid duty status and the employee is restricted by official order to a designated duty post ready to perform work.

b. On-call status is when an employee is off duty in a non-pay status if the employee is allowed to leave a telephone number or carry an electronic device and remain within a reasonable callback radius and the employee is allowed to make arrangements for another person to perform any work that may arise during the on-call period.

14-11 Premium Pay

All shift, holiday and Sunday premium pay will be paid as authorized by law, regulation or CFR.

ARTICLE 15

POSITION DESCRIPTION

15-1 Position Description

Position descriptions should be an accurate listing of the major duties that are required by the employer to be performed by the affected technician(s)

a. Whenever action is proposed to modify a bargaining unit Position Description the labor organization and the affected employee will be notified prior to implementation. Whenever a Position Description is changed locally or by NGB, the affected employee and the labor organization will receive a copy.

b. Any employee in the unit who feels that he/she is performing duties outside to scope of the position description or that his/her position is inaccurately described or classified, may request, through the supervisor, that the position description be reviewed. The employer may conduct an audit of the employees' duties and responsibilities to determine the proper description and classification. During the audit, the employer's representative shall normally discuss the audit with the employee and the supervisor. In such discussions, the employee shall have the right to be accompanied by a labor representative, if requested. Upon completion of the audit, the findings shall normally be discussed with the employee and the representative, if employee requests. If the position is accurately described and the employee is still unhappy over the classification of the position, the employee may appeal as follows:

1. Wage grade employees may appeal through the agency wage grade appeals procedure and then to the Office of Personnel Management.

2. General schedule employees may appeal to the agency first and then to the OPM if dissatisfied, or may go directly to the Office of Personnel Management.

c. When an employee indicates that he may file an appeal, he shall be furnished information on the appeal rights and procedures set forth in applicable regulations.

15-2 Other Duties As Assigned

Duties reasonably related to the job/position, and should be of the same level and classification that the individual is currently graded. This does not preclude management from assigning additional, though unrelated, duties. If unrelated duties are assigned on a routine basis, the position description should be amended to include such duties.

Article 16

DETAILING OF TECHNICIANS

16-1 Definition:

- a. A detail is an official personnel action temporarily assigning an employee to a different position, duties or location for a specified period of time, with the employee returning to the original position or location at the conclusion of the detail.
- b. Details are intended to meet temporary emergency workload situations, absences of employees, pending permanent authorization and classification of new positions or other types of manpower needs that cannot be met by normal personnel placement actions.

16-2 Procedure:

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

- a. Qualified volunteers for details may be sought and accepted before non-volunteers are assigned.
- b. When an adequate number of qualified technicians volunteer for a detail, the employer agrees to rotate the assignment among the qualified individuals in the area of concern.
- c. To the extent possible the employer agrees to fill all technician position vacancies that may impact on bargaining unit members rather than use details.
- d. 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.

16-3 Recording of Details:

Official details will be recorded on SF Form 52 prior to the individual performing the

detail and maintained as a permanent record in the employee's Official Personnel File (OPF).

16-4 Temporary Promotion:

When the employer requires an employee to perform the duties of any position of a higher grade for one pay period or greater the employee will be temporarily promoted rather than detailed. Rotation among all qualified interested employees will be considered. A SF 52 will be submitted and approved no later than the first working day of the temporary promotion.

ARTICLE 17

JOB PERFORMANCE STANDARDS AND PERFORMANCE RATING

17-1 Introduction

The employer and the labor organization recognize the vital nature of the performance evaluation process to the entire Kansas Air National Guard, Topeka. The effectiveness of the performance evaluation system is a combined responsibility of each permanent employee and their supervisor.

17-2 Appraisal Period

- a.** A minimum of one hundred twenty (120) calendar days of supervision is required before an appraisal can be rendered.
- b.** Technicians will receive an appraisal under their old job standard when transferring jobs, at the time of the transfer, provided a minimum of one hundred twenty (120) calendar days has elapsed since the previous appraisal.
- c.** When a major change (a change in any critical element) to the job standard occurs within one hundred twenty (120) calendar days before the anniversary, a close out appraisal shall be accomplished on the affected technician based on the old standards.
- d.** Adjusting the appraisal period.
 - 1.** A close-out appraisal will be rendered when there is a change in the immediate supervisor, provided that there are less than one hundred twenty (120) calendar days remaining in the appraisal period.

2. If an employee has been placed under new supervision a periodic performance counseling shall occur three (3) months prior to an appraisal by the new supervisor.

17-3 Identification Of Performance Standards And Critical Elements

a. NGB TPR 430 will be used to develop performance standards and identification of critical elements.

b. The supervisor with employee participation will establish performance standards and critical elements that are an accurate reflection of duties to be performed, and then sign and date the performance standards and critical elements form, NGB Form 430.

c. When a supervisor and technician cannot agree on critical job elements and performance standards the reviewer (that individual available within the supervisory chain of command) participating with the appraiser will attempt to resolve any disagreement.

d. The employee has the right to grieve at any time the content of a performance standard, which:

1. Is not consistent with law, rule, or regulation.
2. Does not correspond to the position description.
3. Does not accurately reflect the actual duties performed.

e. A complete copy of the performance standard will be provided to the technician at the beginning of the appraisal period and whenever a revision occurs.

17-4 Union Officials

The time spent by labor organization representatives in the performance of their representational duties should not be taken into account when accomplishing a performance appraisal. But rather, the performance appraisal should be based solely on performance of their officially assigned work.

ARTICLE 18

TECHNICIAN TDY

18-1 General

a. A TDY will be announced as soon as information on the assignment is available. Temporary duty assignments normally will be announced not less than thirty (30) calendar days before projected deployment.

b. Selection of employees for temporary duty assignments will be based upon official necessity and qualifications of the individual to best perform the mission.

c. Supervisors will consider extenuating circumstances that may create a hardship for a technician assigned to TDY.

1. Technicians that claim a hardship may be required to provide written documentation to the appropriate supervisor.

2. If written documentation was required by the employer a written response will be provided if the employee is required to go TDY.

d. Information on the assignment will be provided to the affected technicians on a continuing basis, as it becomes available.

e. Any employee selected by management to perform scheduled TDY will, normally be given a minimum of ten (10) Calendar days advance notice of his/her selection, except during unusual mission requirements.

f. Orders will be prepared and delivered in advance of departure, except during unusual mission requirements.

g. Technician status TDY orders will reflect technician and military grades of the individual concerned.

18-2 Assignment Of Qualified Technicians

The employer will make every effort to rotate TDY's among all qualified employees. 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 volunteers or an inadequate number of volunteers are available, management will make selections based on mission requirements.

18-3 Mode Of Transportation

a. Official TDY travel may be authorized/approved on any combination of the following:

1. Government (including foreign Government) aircraft, train, bus, vehicle, or vessel (ocean, waterway or ferry).
2. Commercial (including Government-contracted) aircraft, train, bus, vehicle, or vessel (ocean, waterway or ferry).
3. POC.
4. Special conveyance.
5. Taxicab, bus, streetcar, subway or other public conveyances.
6. Airport limousine or courtesy conveyance.

b. Employees will use the method of transportation administratively authorized on travel orders as most advantageous to the Government. Any additional cost or time resulting from use of a method of transportation other than specifically authorized will be the employees' responsibility. Travel by privately owned vehicles will not be directed but may be authorized at the Employer's discretion for official business. When an employee uses a privately owned conveyance as a matter of personal preference while traveling on official business, reimbursement will be in accordance with applicable regulation and JTR'S. Employees traveling by privately owned conveyance will earn the same amount of comp time earned as those employees traveling by government conveyance, not to exceed the government owned vehicle scheduled travel time.

c. When travel orders direct a specific transportation mode use, but traveler travels by POV, payment of mileage is prohibited unless the order issuing official certifies that the mode directed was not available at the time and place required, and it was necessary for the traveler to use a POV.

18-4 Travel Vouchers

The employee will submit a travel voucher, DD Form 1351-2, to the Accounting and Finance Office. The filing of travel vouchers and time spent obtaining per diem/travel arrangements may be accomplished on duty status. A trained individual is available to advise/assist the technician with such vouchers during normal duty hours. Finance will inform the technician of any deficiencies within submitted travel voucher normally within five(5) business and allow technician to make appropriate corrections. Reimbursement of travel expenses will normally be received within thirty (30) days of submission of the voucher.

18-5 Government Charge Card

In accordance with AFI-65-104, technicians eligible for the Government Charge Card (excluding any member whose card has been revoked or cancelled) are not eligible for a cash advance of travel and per diem through the Accounting and Finance Office. Cash advances, if necessary, are to be obtained by utilizing the ATM feature of the Government Charge Card.

18-6 Work Schedules

A proposed work schedule and schedule of events for the TDY will be available to affected technicians as soon as it is available normally no later than ten(10) calendar days in advance of the deployment.

18-7 Working Conditions

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

18-8 Compensatory Time

a. Time spent traveling (but not other time in travel status) away from the permanent duty station is “hours worked” when it cuts across the employee’s workday. The time is not only “hours worked” on regular work days during normal working hours but also during the corresponding hours on non-workdays. Thus, if any employee regularly works from 0800 to 1630 from Monday to Friday, the time spent traveling during these hours is “hours worked”. Time spent traveling during corresponding hours on non-workdays is also “hours worked”. And the employee will receive compensatory or holiday pay as appropriate for these periods. Travel performed prior to 0800 and after 1630 would not be considered as “hours worked”. In some circumstances compensatory time may be granted for time spent traveling outside of scheduled duty hours on the scheduled workday.

b. Any overtime worked on a technician TDY beyond a normal basic workweek will be documented in accordance with applicable directives. Compensatory time may be used during the TDY if approved by the On-Site Supervisor.

c. When management is unable to schedule or control the administration of work, any technician required to work or stand by will receive hour for hour compensatory time.

Note: When practical, travel will normally be scheduled within the employees regular work hours.

18-9 Home Station Workload

The employer acknowledges that a TDY may create additional work loads for technicians who remain at home station. Every effort will be made to keep workloads and special details to minimum.

ARTICLE 19

ENVIROMENTAL DIFFERENTIAL PAY

19-1 EDP Pay

Air National Guard technicians paid under a Federal Wage System (FWS) may be authorized Environmental Differential Pay (EDP) in accordance with CFR 532.511. If such pay is authorized for a particular category and the employee is exposed to a situation under that category but the agency does not identify the situation to the category until a later date, the employee is entitled to the differential, retroactive to the date that the technician was exposed to the hazard for which EDP is payable or the date the category was established by OPM, whichever date is later, not to exceed the six year statute of limitations on pay as established in 5 USC 5596, The Back Pay Act.

19-2 Establishing EDP Eligibility

The employer will, as necessary, establish a 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 make recommendations to the HRO for such qualifications.

Note: Nothing in this article shall preclude the above committee from reviewing interim changes to the EDP situations based on changes in, processes, or procedural requirements.

19-3 Reviews

The HRO or designated representative and representatives of the labor organization shall conduct evaluations of the program and the approved situations to ensure that they are current and valid, as required.

ARTICLE 20

LEAVE

20-1. General:

The provisions of this article establish the basic leave policies for employees of the 190th ARW. The employer will notify the labor organization of changes to leave policies. The supervisory chain will be primarily responsible for approving leave.

20-2. Annual Leave:

a. Annual leave will be administered on a uniform and equitable basis within the scope of applicable regulations. (Whenever possible, vacation leave may be scheduled so that employees are permitted at least two (2) consecutive weeks annual leave during each calendar year. The scheduling supervisor will make every effort to assure that an employee will not lose annual leave.)

b. Each employee will normally be allowed to schedule/use annual leave in the amount that will normally accrue during the current leave year. The supervisor, based on the mission, will endeavor to afford each employee leave at the time the employee considers convenient and desirable. Leave shall be granted on a first come, first served basis. However, in situations where there are more employees requesting leave simultaneously for a particular period than can be approved due to mission requirements, the supervisory chain will determine based on employee qualifications and capabilities as well as items such as use or lose annual leave, comp time balances etc. Should the leave approving official deem it necessary to cancel previously approved leave, the supervisor will inform the employee of the reasons for such action as soon as the requirement for such action is known.

c. Unscheduled annual leave. The employee will contact the supervisor before or as soon as possible after the start of the shift. The employer agrees to grant the request for unscheduled annual leave if possible based on mission requirements. In situations where the employee finds it impossible to contact the supervisor immediately following the start of the shift, a one hour notification grace period is in effect. Notification that does not meet the one hour criteria will be dealt with on a case by case basis. The supervisor may require documentation to substantiate an emergency.

d. Employer agrees to maintain a reasonable leave policy and will not unreasonably restrict employees from taking short periods of annual leave. Annual leave may be granted for miscellaneous uses in increments of one tenth of an hour (.1). This grant will normally be made to permit employee to conduct personal obligations that cannot be accomplished during non-working hours. The employer agrees to follow a liberal annual leave policy for all employees with regard to holidays not designated as Federal holidays.

e. A maximum of 240 hours of accumulated leave may be carried forward to the new leave year without forfeiture. Leave forfeited under Title 5 USC 6304, may be restored if it meets the criteria of Title 5 USC 630.311. Requests will be forwarded by the supervisory chain to HRO for approval.

f. To enable supervisors to properly schedule their workload, it is necessary that employees submit their request for annual leave on a timely basis.

g. An employee may request to cancel previously requested leave or reschedule the leave unless the cancellation will create a lost leave situation. Notification to the supervisor should be provided as early as possible.

20-3. Leave Sharing:

The leave sharing program is a program to donate annual leave to another employee's leave account. When need arises, this program will be implemented in accordance with AGO TPP 630.

20-4. Sick Leave:

a. Sick leave will be authorized only in bona fide cases and may be granted orally or may require acceptable evidence. It is the responsibility of the supervisor to ascertain whether absences are properly chargeable to sick leave. Sick leave is authorized upon request for dental, optical, and doctor appointments, including reasonable travel time as necessary for both local and non-local appointments.

b. An employee will normally, within one (1) hours after the beginning of the work day, notify the official designated by the responsible management official, when he is unable to report to work because of an illness or injury. It is the employee's responsibility to keep the employer informed of the date on which he expects to return to duty.

c. No employee will be required to submit a physician's certificate to substantiate an absence of sick leave of three (3) days or less, except as provided in existing regulations. Employees suspected of abusing sick leave privileges may be required to submit a medical certificate in substantiation of each future absence due to claimed illness regardless of duration. In such cases, the technician will be orally counseled (see Article 23-3) regarding sick leave abuse. Further infractions may initiate a requirement for a medical certificate to support any future grants of sick leave regardless of duration. Continuation of this requirement will be reviewed. This requirement will be reviewed with the employee after 6 months, and a determination will be made if this requirement is to continue. Any continuance of the requirement must be supported with evidence of continued abuse.

d. The employer, in lieu of a doctor's certificate may accept an employee's written statement of the reason for an illness that exceeds three (3) days when the employee's illness did not require the services of a doctor, or a doctor was not involved due to remoteness of the locality or an inability to secure medical services. Acceptance shall be made on an individual basis. A technician with a light-duty slip from their doctor may be allowed to return to his place of employment and work at a job which he can perform, if such a job is available.

e. Employees who may be required to provide care for an immediate family member with an illness, injury or other condition are authorized sick leave within the guidelines of TPP 610 or CFR 630.

20-5. Compensatory Time:

a. Overtime pay is not authorized for National Guard Employees. Compensatory time may be given to employees on an hour for hour basis, for the amount of time spent by them in overtime work in excess of their scheduled tour of duty, in accordance with applicable regulations. In the event an employee is called back, a minimum of two hours will be considered standard. The employee is to document or explain circumstances which would justify a greater amount of compensatory time.

b. The assignment of any necessary compensatory time is solely a function of the employer. Factors which will be considered include: the nature of the work, the need for special skills, the priority of productive or support effort, and the numbers of employees required. Management may also consider

qualifications of the employees in the functional area currently assigned a particular job, and outside activities of the employee. When volunteers cannot be utilized employees will be selected for compensatory work in a fair and equitable basis consistent with job and skill requirements.

c. Positive steps will be taken by supervisors and employees to insure that accrued compensatory time is scheduled for use to avoid forfeiture. Such time will be administered in the same manner as annual leave. Compensatory time must be taken within twenty six (26) pay periods from the pay period in which it was earned to avoid forfeiture. Compensatory time cannot be reinstated.

d. Employees retiring or resigning should use accrued compensatory time prior to leaving employment. Lump sum payment for unused compensatory time is not authorized.

20-6. FMLA & FFLA:

Leave is authorized, within the guidelines of TPP 610 or CFR 630, for family care, funeral arrangements or serious health conditions per The Family and Medical Leave ACT (FMLA) of 1993 and Sick Leave for Family Care and Bereavement Purposes. The doctor shall determine the basis for a reasonable length of maternity leave.

20-7. Continuation of Pay (COP):

Civilian Employees are entitled to a continuation of pay status (COP) for a period not to exceed forty-five (45) consecutive calendar days for any covered incapacitating injury or recovery period if supported by medical documentation.

20-8. Leave Without Pay (LWOP):

LWOP is an approved absence without pay upon the employee's request. The employer agrees to consider LWOP upon the request of the employee for situations such as;

- a. Job related training/education which would be of benefit to the agency.
- b. Recovery from illness and/or disability.
- c. Personal/family emergencies.
- d. LWOP will not be used as disciplinary action.

Employees may be granted leave of absence without pay in accordance with applicable Federal laws and regulations. All requests for a leave of absence in excess of 30 calendar days must be forwarded to the HRO for approval.

20-9. Leave For Blood Donation:

The employer and the Labor Organization recognize the importance and humanitarian need for community blood donors. When work requirements allow for donors to be released, the employee(s) will be in an administrative leave status. Depending on the community needs, travel requirements, and consistent with safe medical practices, administrative leave absences up to four (4) hours of administrative leave may be authorized. If an employee is compensated for his blood, administrative leave will not be used.

20-10. Military Leave:

Military leave is a special form of leave granted to government employees for the purpose of performing military duty/training. The employee will determine the type of leave to request for military duty. Employees are provided the option of using other available leave, i.e. annual, compensatory time earned or LWOP first or co-mingling types of leave. Military leave is earned at 120 hours per fiscal year for full time technicians and is charged on an hour for hour use. Up to 120 hours may be carried to the next fiscal year by full time employees.

20-11. Administrative Dismissals:

When the employer authorizes the shutdown or closure of an activity or unit because of weather conditions or emergencies, i.e.; loss of heat, water, power, employees may be granted administrative leave **IAW AGO TPP 610**.

In the event of unanticipated curtailment of operations based on extreme weather, natural disasters, and unforeseen interruptions of transportation or building services (potential health or safety risk), the following will apply:

- (a) When an activity is closed or operations are suspended, all affected non-emergency employees should be excused (placed on administrative leave) without loss of pay, personnel scheduled but not on leave will not be charged leave, personnel already on leave will be charged for leave.
- (b) When an activity is open but some employees might be prevented from reporting to work or returning home safely, an unscheduled annual leave policy may be instituted.
- (c) When an employee requests leave after receiving official word of the pending dismissal but before the time set for dismissal (with supervisory approval), annual leave, compensatory time earned, or LWOP may be charged as appropriate for the period of time remaining until the employee's official departure time, i.e., the authorized dismissal time.

20-12 Holidays:

a. Employees shall be entitled to all holidays established by Federal Law and all holidays that may be designated by Executive Order.

b. Holidays will be observed in accordance with Civil service and National Guard Bureau regulations. An employee required to work on a holiday or the day designated as his observed holiday will be paid in accordance with applicable rules and regulations.

c. Subject to mission requirements, every effort will be made to ensure employees are free to observe holidays. However, when such requirements exist, a rotational schedule will be established to ensure equitable distribution of holiday work among the qualified employees so affected.

d. Individual records for holiday work assignments for employees will be maintained by agency, and these records will be made available for review upon request, in the event of a grievance.

20-13. Other Leave.

a. Court leave is leave with pay for the period of time an employee spends in court for jury duty as a juror or as a witness. Court leave will be extended to an employee when summoned to appear, as a witness in judicial proceedings on behalf of the federal, state, or local government or when required to perform jury duty in a federal, state, or municipal court. Documentation ordering the employee to court will be given to the supervisor.

b. It is agreed that the employer will give due consideration to individual requests for leave without pay for educational purposes, when the course of study or research is compatible with the type of work being performed by the employee and the completion of such study or research is in the best interest of the government.

c. Voting. Excused absence may be granted to permit an employee to report to work 3 hours after the polls open or leave work 3 hours before the polls close, whichever involves less time away from work. For example, if polls are open at 6:30 am to 6:30 pm, an employee with duty hours of 9:00 am to 5:30 pm may report to work at 9:30 am. The 30 minutes of excused absence would permit the employee to report to work 3 hours after the polls open.

d. Emergency Situations. Excused absence may be granted to employees to assist in emergency situations. This provision does not

cover employees who respond to emergencies in National Guard/Reserve status

- e. The employer will excuse absence to personnel who stop and render assistance in highway accident or other emergency conditions if such assistance caused tardiness on the employee's part.

ARTICLE 21

NATIONAL LABOR REPRESENTATION

21-1 Application Procedure

The employer agrees that when adequate advance written notice is given, an employee in the unit who has been elected or appointed to a labor organization office, or as a delegate to an ACT activity requiring an extended leave of absence, may be granted annual leave and/or leave without pay.

ARTICLE 22

MERIT PROMOTION AND INTERNAL PLACEMENT

22-1 Purpose

To provide upward mobility for all bargaining unit technicians by giving full consideration to the on-board Technician workforce. To provide procedures that will insure that each technician receives full consideration for all bargaining unit position vacancies for which they qualify.

22-2 Objectives

- a. This article will be used for filling all bargaining unit vacancies in the technician work force and will be used for all bargaining unit promotions and competitive reassignments.
- b. To present for the employer's consideration qualified applicants.
- c. To give technicians an opportunity to receive fair and appropriate consideration for higher level jobs.
- d. To insure maximum utilization of technicians.
- e. To provide an incentive for technicians to improve their performance and develop Knowledge, Skills, and Abilities.

22-3 Definitions

a. Promotion is the movement of an employee, while serving continuously within the same agency, to a position at a higher grade level within the same occupational series and pay schedule, or to a position with a higher rate of basic pay in a different occupational series and pay schedule.

b. Internal Placement: Changing of a technician from one position to another through the competitive process, limited to those technicians currently employed by the unit at the time of the advertisement of the position.

22-4 Employee Responsibilities

Individuals are responsible for familiarizing themselves with the provisions of this article and assuring that applications are accurate and complete in relation to the present duties being accomplished and the position being applied for.

22-6 Indefinite Positions

Appointments with indefinite time limitations will be announced and filled using the procedures within this article.

22-7 Vacancy Announcements

As a minimum, the technician vacancy announcement will contain the following information:

- a.** Title, series, grade, and salary range of the position.
- b.** Type of appointment.
- c.** Military Grade – Officer, Enlisted
- d.** Military Requirements - applicant does not have to be assigned to the position or possess the AFSC to apply or be considered for selection.
- e.** Summary of duties and minimum qualification, general and specialized experience requirements.
- f.** Organization and geographical location of the position.
- g.** Information regarding known promotional potential, if any.
- h.** Opening and closing dates and how to apply.
- i.** Equal employment opportunity statement.

- j. Whether or not trainees will be accepted.
- k. Required application forms.
- l. Area of consideration.
- m. Selection Placement Factors: Any special job requirements, i.e., security clearance, driver's license, pre-employment physicals, etc.
- n. Required military rank to prevent grade inversion.

22-8 Vacancy Posting

Vacancy announcements will be posted for a minimum of ten (10) calendar days, on the Internet. FTM will email to base population and will post in MPF.

22-9 Area Of Consideration

For all bargaining unit positions the areas of consideration for each specific position vacancy announcement will be in the following manner and sequence:

NOTE: The Labor Organization will be informed of any limitations to the area of consideration.

a. Area one (1): Technicians currently employed at the 190th Air Refueling Wing.

b. Area two (2): All members of the Kansas Air National Guard or those eligible for membership.

c. Area three (3): Competitive positions will be filled IAW applicable laws, regulations, and directives.

d. For vacant bargaining unit positions, the initial area of consideration will be onboard technicians. In any event, area two (2) and area three (3) candidates will not be submitted to the selecting official for consideration until those qualified bargaining unit employees, if any, have been given first consideration.

NOTE: A Reduction in Force re-employment priority list (RPL) should be cleared prior to issuance of a vacancy announcement.

22-10 Application Procedures

Applicants will follow the instructions as listed on the job vacancy announcement. Applicants must specifically address the basic eligibility factors (which include general and specialized experience).

22-11 Time Limits

The selection process will be concluded in a timely manner.

22-12 Processing Applications

The 190th Full Time Manning (FTM) will insure only applications received no later than the closing date and time as indicated on the job vacancy announcement will be forwarded for consideration to HRO. HRO will determine which applicants meet the basic requirements.

22-13 Selecting Official Actions

Selecting officials have the right to select or not select any of the candidates referred to them in a timely manner. The selecting official will proceed as follows:

a. Provide for a fair and impartial interview of each eligible candidate listed on the referral and selection certificate who is available for interview. If personal interviews are not possible telephone interviews will be conducted. This provides another means of evaluating and comparing and gives eligible candidates a chance to discuss the position and their qualifications.

b. If a selection is made from any Area 1 promotion certificate, the selecting official will sign and return the certificate to the FTM/HRO.

c. Insure employees hired in a trainee status are informed of the approximate duration of the training necessary to become fully qualified.

d. If for some reason the selection process can not be completed the selection package will be returned to the HRO.

e. If the selecting official non-selects the entire promotion certificate they may request to re-advertise the position.

22-14 HRO Action

a. The Selecting Official will notify the individuals on the certificate (NGB Form 300-6) of the selection.

b. Coordinate a release date of selectee.

c. FTM/HRO will advise, in writing (NGB Form 300), those individuals who did not meet the qualifications required for the position.

d. Reference 22-13d above. The FTM/HRO will notify the candidates as to the reason for the delay.

22-15 Release Of Selectee

After selection for promotion/placement, technicians must be released promptly from their present position. Release should be within two (2) weeks after the selection, or the fill date as specified on the vacancy announcement.

22-16 Records Required

Sufficient records are required to allow reconstruction of the placement action to provide; for an evaluation of the merit promotion/placement plan, for a clear record of the actions taken, for proof that the filling of technician vacancies are being made on a fair and equitable basis in accordance with this Article.

a. The following records are to be maintained in the HRO:

1. Copy of the vacancy announcement.
2. Copy of NGB Form 300, and NGB Form 300-6.
3. Copy of all SF 171, OF 612, resume, and attached documents.
4. Forms used in the evaluation and rating process.

b. Records are to be maintained for a minimum of two (2) years. If a grievance is pending, records will be maintained until resolution.

22-17 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. After preliminary review by the labor organization, the employer, upon written request, will provide the labor organization copies of the documentation utilized in assessing the qualifications of the eligible candidates in an alleged or formal promotion action. Confidentiality will be maintained by the labor organization.

c. If a grievance concerning merit promotion has been initiated, no action to cancel the vacancy announcement will take place until the grievance is resolved.

22-18 Inquiries

Selecting supervisors if asked by non-selected employees should provide to that individual ideas or inputs in regards to what they might do to increase their chances for future promotions.

NOTE: The intent herein is not for the employee to grieve his non-selection, but to provide the employee an awareness of potential weakness. This will not preclude an employee from filing a grievance under the provisions of Section 22-17 of this Article.

ARTICLE 23

DISCIPLINE

23-1 General

a. This article applies to matters of **CONDUCT** only. It is acknowledged that in some cases, disciplinary actions are necessary: However, they should always be of a constructive nature, seldom punitive, and will not be used as a means of harassment to personnel. The agency will adhere to the provisions outlined in Article 4 Paragraph 4-2.

b. Disciplinary action will be for the purpose of correcting offending technicians and problem situations and maintaining discipline and morale among other technicians. A supervisor should consider a closer degree of individual supervision and/or warnings to effect corrective action prior to undertaking a formal disciplinary action.

c. In order to be effective, constructive discipline must be timely. Disciplinary action must be initiated within a reasonable period of time after the offense becomes known to the individual's employer. All known violations of an incident will be presented at the same time.

d. 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. Guidance on the application of relevant factors can be found in TPR 752.

23-2 Technician Counseling

a. This type of action will consist of a counseling interview with the technician by his supervisor. The technician will be advised of the specific infraction or breach of conduct and exactly when it occurred. The technician may have a labor organization representative present.

b. Counseling interviews may be recorded. If recorded on NGB Form 904-1 it must be in pencil and initialed by both parties. Any record of the interview must be evaluated at the next periodic counseling session. At that time it will be determined whether the situation warrants further continuation of the entry.

c. To protect the confidentiality of the records (NGB Form 904-1) 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/technicians concerned and individuals to whom the technician has given written permission.

d. Any complaints of a counseling interview may be made through the negotiated grievance procedure. A successful appeal could cause any record of the counseling to be deleted.

23-3 Disciplinary Action

a. Disciplinary action consists of oral admonishments through written reprimands.

b. In situations where an employee is represented by the labor organization in disciplinary proceedings, the labor organization is required to be present when disciplinary action is given to the employee.

c. Before disciplining a technician, the supervisor will gather pertinent facts and inform the technician of the reason for the investigation. After considering the technician's response, the supervisor will then advise the technician if the discussion resolved the matter. If an oral admonishment or letter of reprimand is decided upon the following procedure will apply.

1. An oral admonishment:

(a) In a disciplinary action that notifies a technician to desist from a certain course of action. The supervisor will describe the offense in sufficient detail to enable the technician to understand why the admonishment is necessary. The technician may have a labor organization representative present.

(b) The oral admonishment may be recorded. If recorded on NGB Form 904-1, it must be initialed by both parties. Any record of the admonishment must be evaluated at the next periodic counseling session.

(c) In order to protect the confidentiality of the records (NGB Form 904-1), 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/technicians concerned and individuals to whom the technician has given written permission.

2. Written reprimand will:

(a) Normally be signed by the appropriate supervisor and coordinated with HRO for contract and regulatory compliance.

(b) Describe the offense in sufficient detail to enable the technician to understand why the reprimand is necessary.

(c) Inform the technician that the letter will be filed as a temporary document in the Official Personnel Folder (OPF). The actual suspense date

established in the letter will not exceed twelve (12) months. The letter must be reviewed at each periodic counseling session. If the letter is no longer required the supervisor should remove the letter from the technician's file.

3. An appeal of an oral admonishment or a letter of reprimand may be made through the negotiated grievance procedure. A successful appeal could cause the action to be withdrawn and any record of the action to be deleted.

4. Once the reference to an oral admonishment is erased, or a letter of reprimand is removed from the OPF it is regarded as never having occurred. Reference may not be made to the withdrawn record, and it may not be used or relied on to support any subsequent actions (i.e. appraisals, etc.).

5. If adverse action is decided upon the procedure in Section 23-4 applies.

23-4 Adverse Actions

a. Adverse Action is an administrative action that results in removal, suspension, or reduction in grade.

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

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

b. Adverse actions will not be initiated by any supervisor without consulting with the HRO before issuing proposed adverse action and original decisions. The following, as required by agency regulation TPR 752, will be the sequence of events for an adverse action:

1. Technicians will be given at least ten (10) working days notice of proposed adverse action, signed by the individual proposing the action. The technician or the representative will be given the opportunity to reply to the charges, in writing and/or in person, to the deciding official.

2. The technician will be given a Notice of Original Decision, signed by the deciding official that will state the specific action being taken. Upon receipt of the decision the technician has twenty (20) calendar days to file for an appellant

review by the Adjutant General or an Administrative Hearing conducted by a National Guard hearing examiner, but not both.

(a) Technicians or their representative, designated by letter, requesting an appeal shall state the following in writing:

(1) Type of appeal (review or hearing).

(2) If representative desired, name and address of representative.

(3) Where copies of documents and/or correspondence to be sent (labor representative, attorney, individual).

(b) If the technician requests a hearing, the HRO, will submit a written request to NGB-HR for a list of examiners. In-turn, the NGB-HR will provide a list of hearing examiners from which the Adjutant General may make a selection. A letter will be sent advising the appellant of the name of the hearing examiner. The hearing will be before the selected hearing examiner who will provide a recommendation to the Adjutant General. The Adjutant General will consider the recommendation in making the final decision. The hearing examiners per diem and travel expenses will be paid by management.

(c) In any disciplinary/adverse action resulting in removal or suspension without pay, such action shall not be effected against the employee until his/her rights to appeal are fully exercised and a decision rendered. This does not apply to situations where the technicians continued presence at work constitutes a serious detriment to life, government property, government interests, or to himself or other technicians.

(d) During the Adverse Action process, the employer may agree to meet with the technician and his representative to discuss the facts surrounding the adverse action.

23-5 Representation

Representation rights will be handled IAW Article 4 section 4-2. If representation is requested for a disciplinary action/adverse action meeting, during which a discussion is being held between an agency representative and a bargaining unit member, further discussion with the employee will be delayed for up to 2 work days to allow the employee to arrange for representation to be present.

23-6 Records

a. In any disciplinary/adverse action, an employee or his representative (designated in writing) will, upon written request, be furnished a copy of all written

documents in the employer's files which contain evidence used by the employer to support the action.

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

c. During a change in supervisors/workcenters, the employees 904-1 or OPF will be reviewed and may be purged.

ARTICLE 24

GRIEVANCE PROCEDURES

24-1 General

Technicians within the bargaining unit are required to use this agreed to 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, the supervisor will annotate the technician's 904-1 and the technician will initial accordingly.

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 this Labor/Management agreement.

24-2 Definition

A grievance is any complaint by any Employee, the Labor Organization, or Agency concerning:

a. The effect of Interpretation, or a Claim of Breach, of the collective bargaining agreement; or

b. Any claimed Violation, Misinterpretation, or Misapplication of any law, rule or regulation affecting conditions of employment.

24-3 Representation

The labor organization is assured the right to represent itself and/or each and any employee in the bargaining unit in the presentation and processing of any grievance. The duly elected/appointed Officers and Stewards are afforded certain rights designated for the purpose of investigating, presenting and adjusting grievances. It shall be a grievable item if a manager/supervisor, whether on or off duty makes any statement or comment which interferes with, restrains, or coerces any Officer and/or Steward in exercising their rights accorded them by the Federal Service Labor-Management Relations Statute. This being the right to act for a labor organization in the capacity to present the views of the labor organization to the appropriate authorities, as provided for by law. Also, a Steward, Chief Steward, or other labor organization representative properly certified by the Chapter, may request and may obtain access through the appropriate channels to review the documents, files, and other records necessary for processing a grievance or determine if a grievance exists, and shall have the right to interview the aggrieved employee(s), and witness(es) during working hours if otherwise in a duty status. Such requests shall not be unreasonably denied.

24-4 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 which 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 532-1. S7, (532-1) are the applicable references.
- f. Title 32, USC, 709(f).

24-5 Exclusive Procedure

The employer and the labor organization agree that the negotiated procedure is the exclusive procedure available to the labor organization and the employee(s) in the bargaining unit for processing of any grievance. All time limits in this article

may be extended by mutual consent. Failure of the employer to observe the time limits shall advance the grievance to the next step.

24-6 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.

24-7 Grievance File

A grievance file will be maintained by the HRO.

24-8 Presenting A Grievance

NOTE: 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. **This step is encouraged by both the employer and the labor organization.**

a. A grievance must be presented using the agreed to grievance form which is included as part of this article.

b. The labor organization has the right, on its own behalf or on the behalf of the bargaining unit employee(s), to present and process grievances.

c. If an employee or group of employees 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 Group or Squadron Commander/Director will inform the labor organization of the official filing of any grievance and inform them of the time and place of such proceedings. The point of contact will be the Chapter President or his designated representative.

24-9 Employee Grievance Procedure

a. The grievance must be presented within forty-five (45) calendar days of the occurrence of the event that gives rise to the grievance. The steward may be present if the employee so desires when presenting a grievance. However, if an employee(s) presents a grievance directly to agency management for adjustment consistent with the terms of this agreement, labor organization shall have an observer present at the adjustment on official time. Within fifteen (15) calendar

days following the conclusion of the oral grievance discussion, the supervisor will notify the employee of the determination.

b. If a settlement cannot verbally be agreed to, the following procedure will be utilized

STEP 1

The grievance will be prepared in writing, utilizing the agreed to form (see Appendix B). The grievance will be presented to the appropriate commander. An information copy of the grievance will be forwarded to the HRO. The grievance and information will be discussed at the time of presentation of the grievance. That commander will provide a determination of settlement, in writing, to the individual and the labor organization within fifteen (15) calendar days.

STEP 2

If the grievance is not settled following the procedures in Step 1, the aggrieved employee(s), with labor organization assistance, may within fifteen (15) calendar days, forward the grievance to the Air Commander for further considerations. The Air Commander or designated representative will review the grievance, consult with the appropriate commander, the aggrieved employee(s) and their labor representative, if the employee(s) elected labor representation, and give their written answer within fifteen (15) calendar days after receipt of the grievance. If the employee does not elect labor representation, the labor organization will be granted the right of an observer.

STEP 3

If the grievance is not satisfactorily settled following the procedures outlined in Step 2, the employee and/or his representative may, within fifteen (15) calendar days, inform the Air Commander and forward the grievance to the Adjutant General for consideration. The Adjutant General will meet with the aggrieved employee and Chapter President within fifteen (15) calendar days after receipt of grievance. The Adjutant General will inform the aggrieved employee of the decision within fifteen (15) calendar days following the grievance meeting. All time limits in this article may be extended by mutual consent.

24-10 Labor Organization Grievance

a. Labor organization initiated grievances will name the Air Commander as respondent, unless the grievance is against the HRO or Adjutant General, who will be named as the respondent. The grievance must be presented within forty-

five (45) calendar days of the occurrence of the event that gives rise to the grievance. The labor organization agrees to consider an attempt to informally resolve the grievance at an appropriate level prior to formal presentation

b. The following procedures will be utilized for all labor organization grievances.

STEP 1

The grievance will be prepared in writing and submitted to the Air Commander. The event(s) leading to the grievance will be discussed with the Air Commander at the time of the presentation of the grievance. An information copy of the grievance as received will be forwarded to the HRO. The Air Commander will provide a decision, in writing, within fifteen (15) calendar days, to the labor organization Chapter President.

STEP 2

If the labor organization is dissatisfied with the decision of the Air Commander, the Air Commander will be notified, and the appeal will be forwarded to Adjutant General within fifteen (15) calendar days. The labor organization will be provided a decision within fifteen (15) calendar days. If the Adjutant General does not sustain the grievance a reason, in writing, will be provided to the labor organization.

24-11 Employer Grievance Procedure

Employer grievances are submitted in writing to the Chapter President within forty-five (45) calendar days of the occurrence of the event that gives rise to the grievance. The Chapter President and the employer or his designee will meet within fifteen (15) calendar days after receipt of the grievance to discuss it. The Chapter President shall give his written decision within fifteen (15) calendar days after the meeting. If the decision does not resolve the grievance, then arbitration procedures may be invoked.

24-12 Right To Information

If a grievance is denied, management will immediately supply the labor organization with any reports and/or documents relied on in the original action. This is to insure the labor organization has all the necessary information for a determination to invoke or not invoke the provisions of paragraph 24-14.

24-13 Arbitration Procedures

a. The right of appeal which may exist with respect to clause (1), (2), (3), or (4) of Section 709(f) Public Law 90-486 shall not extend beyond the Adjutant General.

b. Arbitration may be used to settle unresolved grievances.

c. Only the local labor organization or the employer may invoke the provisions of this section. Arbitration procedures must be invoked within forty-five (45) calendar days of the disputed resolution.

d. 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.

24-14 Arbitrator Selection

When arbitration is invoked, the party invoking arbitration may request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS) and concurrently inform the other party of its intent.

Within seven (7) working days of receiving the list, both parties shall meet to select an arbitrator. This meeting shall be arranged by the party invoking arbitration. If agreement cannot be reached regarding the selection of an arbitrator, then the parties will alternately strike the names from the list until only one (1) name remains. The winner of the traditional coin toss has the option of striking first. The individual's name remaining will be duly selected to hear the grievance. If either party fails to participate in the selection process, the arbitration action will proceed with the requesting party accomplishing the selection. The parties agree if the selected arbitrator is unavailable to hear the grievance within thirty (30) calendar days the parties may select a new arbitrator using the above procedures.

NOTE: If the chosen arbitrator cannot hear the case within thirty (30) calendar days the intent of Section 24-14 is to allow the parties to select from the remaining names on the list or request a list of seven (7) additional names.

24-15 Arbitration Expenses

Expenses incurred for the arbitrator and the transcript, (to include a court reporter, unless not required upon mutual consent), will be borne equally by the Employer and the Labor Organization. Upon request, a copy of the transcript will be provided to the labor organization.

24-16 Date And Location

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

24-17 FLRA Exceptions

The parties understand the Federal Labor Relation Authority has promulgated regulations providing for filing of exceptions to an arbitrators award. The period for filing exceptions is thirty (30) calendar days beginning on the date the award is served on the filing party. 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 thirty (30) day period, the award shall be final, and binding, effective on the thirty first (31st) day.

24-18 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 25

IMPACT BARGAINING

25-1 Appropriate Matters For Impact And Implementation Bargaining

Management and the labor organization, through designated representatives, shall meet when appropriate and discuss, in good faith, the impact and implementation of changes to personnel policies and practices and matters affecting working conditions which are within the discretion of management. Such negotiations, if requested, will take place prior to a proposed management action which could adversely affect an employee's condition of employment. If requested by the labor organization, management must meet its obligation to negotiate prior to making changes in conditions of employment. If an emergency situation dictates a management directed re/assignment, management has the right to enact said action. This does not, however, preclude management's obligation to impact and implementation bargain with the labor organization.

25-2 Management Initiated Changes Affecting Working Conditions

a. Management agrees to deliver to the labor organization draft copies of management proposed changes 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 fifteen (15) calendar days after receipt to establish a meeting time/place to discuss the matter.

b. Management agrees to deliver to the labor organization, if requested, all appropriate regulations, policies, documents, and any other information relative to and affecting management proposed change to working conditions immediately but not less than fifteen (15) calendar days prior to impact and implementation bargaining.

25-3 Meetings

a. Upon notification by the labor organization, management agrees to meet and negotiate within fifteen (15) calendar days after receipt of all documentation requested by the labor organization.

b. 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, as per Article 25-2.

c. It is agreed that a Joint Labor-Management Advisory Committee shall be established consisting of three (3) members of management and three (3) employee representatives as selected by the employer and Union, respectively. Said committee will meet once each quarter at times and locations mutually agreed to by both parties. A brief summary of each meeting will be prepared by the employer and a copy furnished the Union within five (5) working days following the meeting. Agenda items will be exchanged between the quarterly meetings. If agenda items are not submitted by either party, such meeting will not be scheduled.

d. The Joint Labor-Management Advisory Committee shall have as its purpose the objective of maintaining good communications and understanding between the employees and management. Subject matter appropriate for committee meetings shall include those problems and matters of general concern and interest to the respective parties. However, it is agreed that formal grievances will not be a subject for discussion during these meetings.

ARTICLE 26

EMPLOYEE ASSISTANCE PROGRAM

26-1 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. The employer agrees to provide the assistance program to employee's IAW law, rule and regulation. Employees will not have their job security or promotion opportunities jeopardized by their request for counseling or referral assistance, providing they accept the counseling assistance or treatment offered.

26-2 Objectives

The objective of the Employee Assistance Program (EAP) 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.

26-3 Program Scope

The scope of this program includes, but is not limited to, substance abuse, emotional, financial, marital, legal and physical problems.

26-4 Confidentiality

An employee whose performance or conduct indicates a problem may be referred to the Employee Assistance Program Coordinator (EAPC). The confidential aspects of employees with medical/behavioral problems shall be maintained. Neither, EAP personnel, counselor, or management officials shall reveal the name of a person, seeking assistance, being assisted or having been assisted, or the nature of the assistance/progress, without the employee's written consent in accordance with the Privacy Act and AGO SPP 792.

ARTICLE 27

PERSONNEL FACILITIES

27-1 Tools

Management agrees to provide, at Government expense, authorized tools required to perform assigned duties and employees will be held responsible for losses in accordance with applicable directives.

27-2 Personnel Lockers

As appropriate space and funds become available, management agrees, if requested, to provide an individual locker for protection of clothing and equipment. Each employee agrees to maintain the security and cleanliness of

the wall locker in accordance with applicable directives. It is further understood that lockers will be subject to inspection by appropriate authorities. When the employees are on station, the employer agrees that every possible effort will be made to have the employee present at inspections of their lockers.

27-3 Radios And Television

The employer agrees to allow the playing of radios and televisions in work areas, ie., 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.

27-4 Workstation Computers

a. Employees are allowed to play audio Compact Disks (CDs) on workstation computers that are audio CD capable, in the work areas, i.e., shops, warehouse, and offices, with discretion, so long as they are played in such a manner as to not interfere with work or cause a disturbance.

b. If Internet access is available, employees may be authorized its use to accomplish their assigned duties. Inappropriate use of the Internet may result in loss of access authorization and/or disciplinary/adverse action.

27-5 Emergency Contact Process

To expedite contact for emergency situations, the Maintenance Operations Center (MOC) is designated as the primary point to receive emergency telephone messages for technicians. Upon receiving an emergency telephone call or message for an employee, MOC personnel will immediately initiate notification to the employee by telephone, radio, or messenger. MOC personnel will not attempt to evaluate whether or not the situation is an emergency. MOC will handle all messages declared to be an emergency as an emergency. It is recommended that personnel creating Voice Mail answering messages ensure that the MOC's current phone numbers are included as emergency access numbers. After duty hours, the Command Post is the primary point of contact.

27-6 OPF Review

When OPF reviews are conducted, they will be held during normal duty hours. Compensatory time will be awarded if the reviews cannot be scheduled during normal duty hours for each shift.

ARTICLE 28

MORALE

a. The employer and the union agree that good morale is a leading factor in maintaining unity, understanding, and a sense of belonging between the employer and the employees of the unit.

b. It is further agreed that no employee should be publicly reprimanded. If the need arises for a reprimand, it will be given privately.

c. It is further agreed that personal likes or dislikes will not be considered when selecting an employee(s) for additional training or possible promotion.

d. It is further agreed that periodic meetings will be held with employees in the unit informing them of proposed changes, training to be given and discussions on how to improve overall efficiency.

ARTICLE 29

Training

Section 1: The employer may provide employees on-the-job cross training to the extent that such training is in the best interest of both the employer and the employees and the duties of the employees concerned are compatible to interchange.

Section 2: When changes in function, organization and mission affect the work force, employees so affected shall receive the necessary retraining as determined by Management. However, under such circumstances, the employer may exert its authority to waive qualification requirements in order to place employees in lines of work where their services can best be utilized.

Section 3: Supervisors will identify those situations in the specific work environment where additional training can aid in achieving the mission of the employer. Available training programs will be discussed with the employees who are eligible for such training.

Section 4:

- a. An employee may attend a training course in a technician status as prescribed in current regulations and subject to budgetary constraints. Upon request, the employer will furnish the procedures for applying for

- training when such training is job connected and is to be paid by the employer.
- b. Prior to attendance at such training the employee will be given a briefing to HRO to include all requirements, rights and privileges as defined by current regulations (TPR 400).

ARTICLE 30

UNFAIR LABOR PRACTICE

30-1 General

In an ongoing effort to resolve problems at the lowest possible level, the labor organization and management will meet, to afford each other an opportunity to resolve an Unfair Labor Practice Charge. This meeting will not prevent either party from going formal with the charge.

ARTICLE 31

CLASSIFICATION ACTIONS

31-1 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 thirty (30) calendar days in advance of the effective date with a copy of the new position description (PD) or, the current PD if no changes are being effected.
- b. Make available the Classification Standards that the position was graded by.
- c. Further information, knowledge and assistance on rights and appeal preparation.

31-2 Reclassification Downgrade

- a. If any position is downgraded with a substantial change of duties and job number, such action is NOT considered a reduction in force (RIF). In all cases, downgrades resulting from reclassification will be considered as classification actions.

b. No individual will be downgraded as a result of a local classification action until an on site classification desk audit of the duties being performed, has been accomplished by HRO. This audit shall take place before the effective date of the proposed action(s). The annual position description review shall not fulfill the requirements of this desk audit

c. The employer will not utilize classification actions for the purpose of either awards or punishment.

31-3 Grade Retention

If there is more than one fully qualified eligible technician in grade retention the Re-employment Priority List (RLP) and/or internal placement plan will be utilized. Qualified technicians on the retention register shall be given priority consideration for vacant positions (SEE ALSO RIF ARTICLE 32).

ARTICLE 32

REDUCTION IN FORCE

32-1 General:

The Adjutant General is responsible for implementing a reduction in force (RIF).

32-2 Authority

A RIF will be accomplished in accordance with the procedures outlined in NGB TPR 351, PL 95-454, and the specific terms of this Agreement.

32-3 Definitions

a. **Reduction-in-Force (RIF):** A reduction in force occurs when a technician is released from his/her competitive level by separation, change to lower grade, furlough for more than thirty (30) calendar days, or reassignment of technicians to other positions which involve the displacement of the incumbent. Reductions may occur because of lack of work or funds, reorganization, abolishment of positions, transfer of function, or the need to provide a job placement for a former technician exercising restoration rights. Termination of temporary appointments or temporary promotions; furloughs for less than thirty (30) calendar days, or reclassification actions (unless part of reorganization) are not considered reduction in force actions. The decision to implement a reduction in force will be made by the Adjutant General.

b. Competitive Areas: The competitive area for the reduction in force that affects the bargaining unit technician(s) covered by this agreement will be determined by the RIF Team, in conjunction with the HRO. At the time a general RIF notification is received, impact bargaining will take place to determine that portion of the bargaining unit affected, and the boundary within which employees compete for retention and receive placement offers.

c. Competitive Levels:

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

2. AGR personnel will not compete for bargaining unit positions.

d. Tenure Groups: Technicians are divided into three (3) Tenure Groups:

Group I Technicians under permanent appointment who are not serving on probation or trial periods.

Group II Permanent technicians serving on probation or trial periods.

Group III Technicians who have been given indefinite appointments in the excepted service (Temporary Employees).

e. Retention Registers: A record that lists technicians in descending order, within their competitive levels, starting with the technician with the highest score first.

1. A technician retention standing will be based on the average score of the last three (3) official performance appraisals. Appraisals will be scored as follows:

Exceeds Standards	3
Meets Standards	2
Does Not Meet Standards	1

(a) Technicians who do not have three (3) appraisals on file will be credited with a Meets Standards (2) for any missing appraisals.

(b) First tie-breaker will be Civil Service Computation

Date.

(c) Second tie-breaker will be Technician Service Computation Date.

32-4 RIF Procedures

Management will:

a. Meet with the labor organization to explain the need for a reduction in force and negotiate procedures to be used. Once a RIF has been implemented by the Adjutant General, the agency may establish a RIF team to negotiate the detailed procedures that will be used to accomplish the RIF. The RIF team will be comprised of an equal number (six to ten) of representatives from management (designated by the Wing Commander) and the labor organization (designated by the Union President). The HRO will advise and assist the RIF team.

Note: All information that will be relied on/or used to effectuate the RIF will be provided to the labor organization prior to accomplishing the required negotiations in paragraph "a" above.

1. The competitive area will be established before the General Notice is posted. A General Notice will be posted a minimum of 120 calendar days prior to the effective date of the RIF action. The notice will contain as a minimum:

- (a) The competitive area.
- (b) The date appraisals are to be/have been frozen.
- (c) The date that personnel actions are frozen, such as reassignments, promotions, hiring, etc.
- (d) POC for information on placement/counseling programs.
- (e) Dates and times for appropriate briefings dealing with separation benefits.

2. A specific written notice will be given to each technician to be RIF'd as far in advance as possible but not later than sixty (60) calendar days prior to the effective date of the action. This notice will state specific actions and known alternatives to be offered the individual.

b. The parties agree these procedures shall remain in effect during the lifetime of this agreement, subject to federal law or government wide regulation changes. Any change that may become necessary will be by mutual agreement of the parties.

ARTICLE 33

AGREEMENT ADMINISTRATION

33-1 Effective Date

The effective date of this agreement shall be after execution by the parties and approval by the agency (DOD). Both dates will be made part of the agreement prior to distribution.

33-2 Agency Approval

a. The head of the agency shall approve the agreement within thirty (30) calendar 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 thirty (30) calendar day period, the agreement shall take effect and be binding on the employer and the labor organization 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 or the labor organization membership, the remainder of the agreement shall take effect as provided by law. The articles or sections of an article not approved by the agency or the labor organization membership shall later be incorporated as negotiations or appropriate remedies dictate and subsequently approved by the agency and the labor organization.

33-3 Agreement Duration

This agreement will remain in effect for three (3) years from the date of approval by the agency and ratification by the labor organization membership, or under the provisions of PL 95-454, section 7114 (c) (3) whichever is applicable.

33-4 Agreement Precedence

Upon approval, this collective bargaining agreement takes precedent over any conflicting provisions in agency regulations which predate, as well as those that postdate this agreement, subject to 5 USC 7117 (a) (2).

33-5 Agreement Amendments/Supplements

a. This agreement may be subject to amendments or supplements during the agreement lifetime under one of the following procedures:

1. Either party to this agreement may submit proposals at any time for negotiations for the purpose of supplementing this agreement with provisions not covered by or contained within this agreement.

2. When agreement provisions require amendment due to law, rule, or regulation changes that affects the provisions of this agreement.

3. At any time, by mutual consent, for the purpose of amending or providing supplements to this agreement.

b. 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.

c. Representatives of the employer and the labor organization will meet within thirty (30) calendar 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 29-5b of this article will be considered.

d. 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 29-2 of this article.

33-6 Negotiating A New Agreement

a. Negotiations for a new agreement will commence no earlier than one hundred fifty (150) calendar days nor later than ninety (90) calendar days prior to the termination of this agreement.

b. Thirty (30) calendar days prior to the start of negotiations of a new agreement, representatives of the employer and representatives of the Association of Civilian Technicians will mutually agree to meet to initiate a memorandum of understanding establishing the ground rules for the conduct of negotiations.

ARTICLE 34

EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

34-1 Policy

Federal law and national policy establishes the requirements of the Kansas National Guard Technician Equal Employment Opportunity Affirmative Action Plan. 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 equal employment opportunity for all qualified applicants and technicians and to prohibit discrimination because of age, race, color, creed, sex, national origin, religion or handicap to include sexual harassment. Both parties agree to promote and support all programs for equal employment opportunity through a positive and continuing effort. All ANG Employees will be held responsible and accountable in assuring the policy on EEO, to include sexual harassment and illegal discrimination will be adhered to.

34-2 EEO Complaint Procedures

Any technician who believes they have been discriminated against in any matter because of race, color, sex, age, national origin, religion or handicap may file an EEO complaint through the statutory procedures by contacting a designated EEO counselor for that specific area within forty-five (45) calendar days from time complainant(s) reasonably became aware of the occurrence, or exercising the grievance procedure outlined in Article 24.

34-3 Complaints Alleging Sexual Harassment

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

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 of contacting an EEO counselor or state EEO counselor within forty-five (45) calendar days from time complainant(s) reasonably became aware of occurrence.

ARTICLE 35

Personal Statement of Benefits

Upon request HRO will provide information that will aid technicians in planning for retirement. This information may include, but not limited to, life insurance, retirement planning, thrift savings, leave, survivor and retirement benefits.

Appendix A

Request For Special Shift Assignment

NAME:	SHOP:	SHIFT:
SUPERVISOR:	DATE OF REQUEST:	
SPECIFIC REASON FOR REQUEST (Be Detailed):		
SUPV CONCURRENCE: Yes/No	SUPERINTENDENT: Yes/No	
TEMPORARY SHIFT CHANGE DATE: _____		
REEVALUATION DATE: _____		
<i>SUPERVISOR USE</i>		
1. Has NGB 904-1 entry been made?		
2. Consider referral to EAP.		
3. Have other supervisors been notified?		
4. Duration of shift change.		
EMPLOYEE SIGNATURE:	DATE:	
SUPERVISOR SIGNATURE:	DATE:	

Appendix B

KANSAS AIR NATIONAL GUARD, TOPEKA NEGOTIATED GRIEVANCE FORM

Grievant will complete items 1-11, 13, or 14, and 15 if applicable

1. Date	2. Name:	3. Position:
4. Duty Location:	5. Duty Phone:	6. Incident Date:
7. Grievance Addressed To:		8. Grievance Presented To: Signature _____ Date _____
9. Contract/Regulation Reference		
10. Details of Grievance (State in detail the incident/action on which this grievance is based providing names, dates, and locations, if applicable. Continue on separate sheet(s), if necessary.)		
11. Proposed Resolution (Continue on separate sheet(s), if necessary)		
12. Grievance Steps (Initial, Date, and attach previous decisions)		
Informal _____ Date _____	Step 1 _____ Date _____	Step 2 _____ Date _____
	Step 3 _____ Date _____	Arbitration Yes No
13. Union Representing (Grievant's Signature)		14. Union Not Representing (Grievant's Signature)
15. Representative		
16. Record of Receipt (Recipient must sign and date for each step)		
Step 1 _____	Date _____	
Step 2 _____	Date _____	
Step 3 _____	Date _____	

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 7th Day of December 2006.

Employer

Union

The Adjutant General

Coyote Chapter,
Association of Civilian Technicians

Approved by the Department of Defense on January 3rd, 2007.

Signature pages on file in HRO/LR.