

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**THE ADJUTANT GENERAL**

**STATE OF WYOMING**

**AND**

**COWBOY CHAPTER**

**ASSOCIATION OF CIVILIAN TECHNICIANS**

**EFFECTIVE**

**04 FEB 2016**

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## **ARTICLE 1**

### **GENERAL PROVISIONS**

#### **1-1 AGREEMENT**

Pursuant to the policy set forth in Public Law, the following articles constitute an agreement by and between the Adjutant General, State of Wyoming, hereinafter referred to as the Agency, and Cowboy Chapter, Association of Civilian Technicians, hereinafter referred to as the Technician Association (TA).

#### **1-2 MUTUAL COVENANTS**

It is the purpose and intent of this document to lay groundwork that will facilitate a spirit of partnership between management and the TA. Management and the TA agree that as much as possible the workplace should be completely free from favoritism, patronage, harassment, coercion, or indiscriminate reassignments, all of which have an adverse effect upon technician personnel. Management and the TA obligate themselves to uphold goals that support the accomplishment of the mission and through mutual understanding, clear communication, and good working relationships.

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

- a. Promote and improve the efficient administration of the Wyoming Air National Guard and the well-being of the technicians within the meaning of Public Law.
- b. Provide for the highest degree of efficiency in the accomplishment of the operations of the Wyoming Air National Guard.
- c. To establish a basic understanding relative to personnel policy, practices and procedures and matters affecting other conditions of employment within the jurisdiction of the Adjutant General.
- d. Promote technician and management communications and information sharing regarding personnel policy and procedures.

#### **1-3 COLLECTIVE BARGAINING AGREEMENT DISTRIBUTION**

- a. The agency will make initial distribution of the collective bargaining agreement (CBA) to all non-bargaining unit employees via electronic means. The agency will provide electronic access to this agreement to the TA for distribution to current and new bargaining unit employees. Any Memorandum of Understanding (MOU) jointly developed will be distributed in the same manner. TA officials and/or stewards will be allowed official time to distribute the CBA during duty time. The CBA will be available for access on the intranet/internet within 10 workdays of receipt by this agency.
- b. The agency agrees to provide access and training for all future electronic copies of collective bargaining agreements.

## **1-4 LABOR/MANAGEMENT TRAINING**

- a. The Agency agrees to develop a supervisors training program IAW 5 USC 4121. Agency will ensure supervisors attend an initial training within six months of appointment and refresher or continuation training every two years thereafter. This training will be optional for bargaining unit technicians qualified to assume a supervisory role. The Agency will publish a calendar of training events on the 153AW HRO SharePoint.
- b. The Agency and TA will ensure that all Management and TA representatives are trained as to the provisions of this agreement. Agency will ensure that supervisors and managers receive training on this contract, the TA will ensure bargaining unit members receive training; bargaining unit members are allowed 2 hours of excused absence per calendar year to attend contract training.

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

### **1-5 BARGAINING UNIT**

It is recognized by the agency that the Association of Civilian Technicians has been designated and selected by a majority of the technicians of the Wyoming Air National Guard, as their representative for purposes of exclusive recognition, and that pursuant to Title 5 USC 71, subchapter II, the TA is the exclusive representative of all technicians in the bargaining unit.

**INCLUDED:** All technicians in bargaining unit positions, both wage grade and general schedule technicians employed by the Wyoming Air National Guard.

**EXCLUDED:** All managerial and supervisory technicians to include those technicians involved with federal personnel work in other than purely clerical capacity, and all others excluded by Title 5 U.S.C.7112.

### **1-6 APPLICATION**

This agreement, to include all articles herein, is applicable to bargaining unit technicians, permanent, indefinite, and temporary, as employed by the Wyoming Air National Guard.

## **SECTION III - TECHNICIAN RIGHTS**

### **1-7 EMPLOYEE RIGHTS**

- a. Parties to this agreement recognize that, IAW 5 USC 7102 "Each employee shall have the right to form, join, or assist any TA, 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".
- b. Nothing in this agreement shall require a technician to become or to remain a member of a TA, or to pay money to the TA except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions (Electronic Fund Transfer).



## **1-8 TECHNICIAN PARTICIPATION**

The agency and TA recognizes: the right of technicians to organize and express their views collectively or to refrain from such activity; that collective technician participation in the formulation and implementation of personnel policies affecting the technicians, contributes to the effective conduct of operations and the efficient administration of the Wyoming Air National Guard; and the well-being of the technicians requires that orderly and constructive relationships be maintained.

## **1-9 MANAGEMENT RIGHTS (5 U.S.C.7106)**

Subject to subsection (b) of 5 USC 7106, nothing in this chapter shall affect the authority of any management official of any 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 action against such employees;
  - (2) To assign work, to make determination with respect to contracting out, and to determine the personnel by which the agencies operations shall be conducted;
  - (3) With respect to filling positions, to make selection for appointments from;
    - (A) 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.

## **1-10 PARTNERSHIP**

Management recognizes the option is available to bargain on those matters included in 5 USC 7106(b) (1) and seeks to work in partnership with the local chapter of the Association of Civilian Technicians on matters of mutual concern.

## **1-11 EXCLUSIVE REPRESENTATIVE**

The TA is the exclusive representative of the bargaining unit and is entitled to act for, and to negotiate collective bargaining agreements covering all technicians in the bargaining unit. The TA is responsible for representing the interests of all technicians of the bargaining unit it represents without discrimination and without regard to TA membership.

## **1-12 REPRESENTATION RIGHTS**

An exclusive representative of the local TA 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. An exclusive representative of the local TA shall be given the opportunity to be present at any examination of a technician in the unit by a

representative of the agency in connection with an investigation if the technician reasonably believes that the examination may result in disciplinary action against the technician and if the technician requests the representation.

- a. The supervisor will review Weingarten rights with the employee during their annual performance appraisal. This will be documented on HRO SWF Form 3 and placed in the supervisor's work folder. A copy of the Weingarten Rights Notification, TAG WY Form 131-E, will also be maintained in the supervisor's work folder.
- b. When the Employer interviews employees in preparation for an unfair labor practice, hearing, and an arbitration proceeding, the Employer will: (1) inform the employee who is being questioned of the purpose of the questioning, assure the employee that no reprisal will take place if he or she refuses to answer questions, and obtain the employee's participation on a voluntary basis; (2) the questioning must occur in a context which is not coercive in nature; and (3) the questions must not exceed the scope of the legitimate purpose of the inquiry or otherwise interfere with employee's statutory rights.

### **1-13 INDIVIDUAL RIGHT TO REPRESENTATION**

A technician is not precluded from;

- a. being represented by an attorney or other representative, other than the TA, of the technician's own choosing; or
- b. exercising grievance or appellate rights established by law, rule or regulation; except in the case of grievance or appeal procedures negotiated within this agreement.

### **1-14 TECHNICIAN RIGHTS**

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

### **1-15 CONTRACT ENFORCEMENT**

The TA recognizes joint responsibility with the agency for the administration and enforcement of this agreement.

### **1-16 INTERNAL LABOR ORGANIZATION BUSINESS**

Any activities performed by an employee relating to internal business of a TA (including the solicitation of membership, elections of TA officials, and collection of dues) shall be performed during time the employee is in a non-duty status.



## **1-17 BULLETIN BOARDS**

The agency agrees that the TA shall be afforded a bulletin board in each Air National Guard building in a common area in shared sections. Additionally, the agency agrees to allow access to the ACT website at [www.cowboyact.com](http://www.cowboyact.com), and will ensure the TA website is accessible from a military computer.

## **1-18 DISTRIBUTION**

All mail for the TA will be sent directly to the individual or TA representative.

## **1-19 DEFINITIONS**

Refer to Title 5, USC, chapter 21 for specific definitions relating to federal employees and Title 32, section 709 as it pertains to military technicians.

Agency: The Adjutant General, State of Wyoming, the employer.

Internal TA business: See article 1-16. Any activities performed by an employee relating to internal business of a TA (including the solicitation of membership, elections of TA officials, and collection of dues) shall be performed during time the employee is in a non-duty status.

Official TA business: As defined in 5 USC, chapter 7131. Official business is considered term negotiations, mid-term bargaining, labor-management relations such as meetings, training, formal discussions and other representational matters, and time spent to prepare or present a grievance or appeal.

Supervisor or Management: non-bargaining unit members of the agency.

Technician Association (TA): The representative of the Bargaining Unit, the Union.

## **ARTICLE 2**

### **PERTINENT INFORMATION AND DIRECTIVES** **APPLICABLE TO THE AGENCY AND THE LABOR ORGANIZATION**

## **2-1 ORGANIZATION INFORMATION**

The TA and agency agree to share and exchange any pertinent labor/management relations publications and directives they receive. The agency agrees to provide and maintain a single local network location (153AW SharePoint page) to access all instructions, regulations, publications, and policies pertaining to the employment, supervision, or management of bargaining unit employees. The agency agrees to provide the TA a copy of any supervisory guides, handbooks, or instructions provided to supervisors intended for use in the supervision of bargaining unit employees.

## **2-2 BARGAINING UNIT MEMBERS**

The agency agrees to supply the TA with a current list of names of all bargaining unit members, subject to the accuracy of the information that the agency has in its database. The agency agrees to furnish the TA a copy of appropriate employee documentation when requested. Frequency of requests should be limited to an as needed basis. The TA recognizes that it is responsible for maintaining the confidentiality of the provided information.

## **ARTICLE 3**

### **APPROPRIATE BARGAINING (IMPACT BARGAINING)**

#### **3-1 PURPOSE**

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

#### **3-2 APPROPRIATE MATTERS FOR BARGAINING**

Matters appropriate for negotiations between the parties include, but are not limited to, personnel policies, practices and matters which affect working conditions, to include such matters as safety, labor management cooperation, employee services, methods of grievance adjustments, appeals, leave policy, promotion plans, reduction in force procedures, hours of work, and TDY assignment procedures.

#### **3-3 CHANGES AFFECTING WORKING CONDITIONS**

Management agrees to provide to the TA by email or hand deliver, draft copies of appropriate regulations/policies affecting working conditions for review prior to implementation. If the TA desires formal discussion concerning contents of the drafts, normally management will be contacted within ten (10) working days after receipt to establish a meeting time/place to discuss the matter.

#### **3-4 MEETINGS**

- a. Upon notification by the TA, management agrees to meet and confer as soon as practicable, date and time will be by mutual consent.
- b. The employer and the TA agree to render decisions on issues not resolved at the meetings, within five (5) working days unless it is mutually agreed otherwise.
- c. Consistent with the above, and within the authority to do so, the employer agrees not to make changes in personnel policies, practices, and working conditions, without prior negotiations/consultations with the TA.



## **ARTICLE 4**

### **LABOR ORGANIZATION SHOP STEWARDS**

#### **4-1 SHOP STEWARDS**

The shop steward is an official TA representative. The supervisor of the section concerned will consult with the steward designated for their area on matters, which will affect the conditions of employment of the bargaining unit technicians within their section prior to any notification of the technicians concerned. It is understood that the steward may speak for the bargaining unit technicians of the section, but will not make decisions on contractual intent.

#### **4-2 STEWARDS**

The TA assigns stewards, as needed, to ensure adequate representation of bargaining unit employees not to exceed (NTE) 8% of bargaining unit members.

#### **4-3 LIST OF OFFICERS AND STEWARDS**

The Human Resources Office will be furnished a complete list of officers and stewards and their designated areas after each election or anytime a change occurs.

## **ARTICLE 5**

### **LABOR ORGANIZATION BUSINESS OFFICE**

#### **5-1 OFFICE**

The agency will continue to provide the TA with reasonable office space for files storage. The TA will be allowed access to local reproduction machines, computers, local telephone service, and the local area network (LAN) for email, digital file storage and collaboration; i.e. a shared folder on a local network drive and a site on the 153AW SharePoint with a direct link located on the 153AW SharePoint home page. Access will be on an as needed basis for official business.

## **ARTICLE 6**

### **PAYROLL DEDUCTION**

#### **6-1 WITHHOLDING FORM**

The Standard Form (SF) 1187 for dues deduction will be supplied by the TA and will be used as the authorization of payroll deduction for dues.

## **6-2 PROCESSING**

The completed standard form will be given by the TA to the Customer Service Representative (CSR) within the pay entitlements branch of the Finance Office.

- a. The standard form will be completed and certified as to the amount of withholding.
- 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 CSR. Adjustments to dues allotments will occur within two (2) pay periods after a member's rate of base pay changes.
- c. An allotment shall be terminated when the technician leaves the bargaining unit as a result of any type of separation, transfer, or other personnel action; upon loss of exclusive recognition by the TA; when the agreement providing for dues withholding is suspended or terminated by an appropriate authority outside DOD; or when the technician has been suspended from the TA.

(1) Upon a technician's return to a bargaining unit position, management agrees to notify the technician of their bargaining unit status.

(2) It is the technician's responsibility to maintain dues payments.

## **6-3 DUES REVOCATION**

- a. The individual will turn the completed standard form in to the CSR.
- b. The CSR shall date and initial all copies of the standard form upon receipt from the technician. The second copy of the standard form shall be forwarded by the CSR to the TA within one (1) pay period after receipt of the signed form from the technician.
- c. The first day of September shall be the annual dues revocation date established by this agreement. All dues revocation forms must be received by the CSR not later than 15 August. 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 technician's election to participate. Dues revocation form must be submitted to the CSR not later than the last work day in the month preceding the technician'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 6-3c above.

## **6-4 EXCLUSIONARY PROVISIONS FROM LABOR MANAGEMENT AGREEMENT (LMA)**

The Agency and the TA agree that the expiration of the labor-management agreement shall not terminate, or in any manner affect, dues withholding established under this article. The parties agree that dues withholding shall continue under the procedures set forth in this article during re-negotiations of the LMA or until otherwise changed by mutual written consent of the parties. This article may only be terminated by written consent of the parties and in compliance with the requirements set forth in PL 95-454.



## **ARTICLE 7**

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

#### **7-1 OFFICIAL TIME**

Official time will be made available, without charge to annual leave, during normal duty hours for TA representatives to conduct business that is of mutual interest to the employing agency, the TA and as defined in 5 USC, Chapter 71. Official time provisions encompass negotiations between a TA representative and an agency representative, regardless whether such negotiations pertain to negotiation or re-negotiation of a basic collective bargaining agreement. This provision includes attendance at impasse proceedings, participating for, or on behalf of the TA in any phase of proceedings before the Federal Labor Relations Authority, or any activity relating to labor-management relations.

#### **7-2 APPROPRIATE USE OF OFFICIAL TIME**

Official time will be granted in the following manner. The TA representatives will notify their immediate supervisor(s) and obtain concurrence prior to conducting official business. The supervisor must concur unless the mission of the section cannot be accomplished without the presence of that representative. Normal workload will not constitute denial for these purposes. The supervisor may delay the representative for only the length of time that the mission requires the presence of that representative. The time spent will be properly coded on the technician's time card. Official time provisions include, but shall not be limited to:

- a. Stewards(s) conferring with technicians and/or supervisors on grievances.
- b. Labor management meetings. Meetings will be held as necessary, to meet and confer; or when required to bargain procedures and implementation of policies which affect working conditions; or for the TA to make recommendations to management. Generally, an agenda will be prepared.
- c. Preparatory time for pre-negotiation, negotiation, appeal(s), grievances, complaints or scheduled meeting(s).
- d. Travel. Entitlement for pre-arranged meetings with the Adjutant General or other management officials outside the local area will be in accordance with applicable JTR/regulations.
- e. To prepare and maintain records and reports required of the TA by federal agencies.
- f. TA officials when representing Federal Employees by visiting, phoning and writing to elected representatives concerning desired legislation, which would impact the working conditions of employees represented by ACT.
- g. Up to fifteen (15) minutes will be allowed TA officials and employees to change clothes prior to and subsequent to the situations contained in the civilian attire section below.

### **7-3 REPRESENTATIVE TRAINING**

The TA is authorized official time to train TA representatives. Each authorized TA representative is authorized four (4) days of training every even calendar year. The TA will request official time by letter, including the agenda of training, for approval by the HRO (agency). Other additional training days may be authorized as the need arises.

### **7-4 CIVILIAN ATTIRE**

TA representatives are not required to wear the military uniform while performing representational functions or other TA activity related functions. These functions include but are not limited to the following:

- a. While engaged in negotiations of any kind with agency officials.
- b. Labor/Management meetings with agency representatives.
- c. Labor/Management seminars in state.
- d. Labor/Management seminars at commercial facilities sponsored or hosted by the National Office of the Association of Civilian Employees, U.S. Department of Labor, Department of Defense, Wage Setting Authority, etc.
- e. Performing representational duties on behalf of bargaining unit members, to include OSHA inspections, investigations of complaints, etc.
- f. When representing the TA on committees, at hearings, or at third party proceedings.
- g. Employees in the Bargaining Unit will not be required to wear the military uniform while processing a grievance beyond the first step of the negotiated grievance procedure; or, appearing as a grievant or witness in any third-party proceeding.

### **7-5 REPRESENTATIVE TITLE**

The employer agrees to address TA representatives by their civilian title during the period they are performing representational duties. All correspondence from management concerning labor management issues will be addressed to the Association representative with their civilian title. Military titles will not be used to address TA representatives during the performance of their representational duties or when receiving correspondence from management. As a matter of professional courtesy, TA representatives will address management officials by their military rank and title during the performance of their representational duties or when sending correspondence. Management and the TA will work together to set the example of a positive, professional working environment

## **ARTICLE 8**

### **WAGE-BOARD COMMITTEE REPRESENTATION**

#### **8-1 NOTIFICATION**

The agency agrees to advise the TA of the receipt of official notification if and when preliminary



preparations are being made for a full-scale wage survey. Such notification to the TA will be made within five (5) working days after receipt by the agency.

## **8-2 TECHNICIAN PARTICIPATION**

In the event the agency is requested by a higher authority to furnish technicians as Wage Data Collectors incident to a full scale wage survey, the TA may submit a list of names of technicians in the unit to the agency for nomination as data collectors. It is agreed that the agency will give serious consideration to those technicians on the list of names submitted by the labor organization. The nominated data collectors should be representative of all sections affected by the survey.

## **8-3 OFFICIAL TIME FOR SURVEYS**

Reasonable time off during work hours may be authorized without loss of pay or benefits, to permit the appropriate committee of the TA, composed of not more than three members, to appear before the area Wage Survey Committee for the purpose of making representation in behalf of the technicians in the unit. The agency may, upon advance notification by the TA, make necessary arrangements for such TA representatives to be absent from their work assignment for this purpose.

# **ARTICLE 9**

## **NEW TECHNICIAN ORIENTATION AND INPROCESSING PROCEDURES**

### **9-1 PROCEDURE**

New employees are assessed into the agency using a two part process. On the first day of work, they are in processed using a checklist to ensure basic information is provided to ensure pay, insurance, and standards of conduct are explained. Orientation, the second part of the process, occurs at a later date and is explained below in paragraph 9-3.

### **9-2 CHECKLIST USED DURING INPROCESSING**

**INPROCESSING:** The agency will establish procedures to ensure that a new technician is in processed and counseled on aspects of technician employment usually within one (1) pay period after the effective date of employment.

- a. A three-phase checklist will be used to cover all items that each new technician must be made aware of. Phase I is HRO in processing completed on their first day of work, Phase II are Finance and payroll procedures covered by the Finance office and Communication briefings. Phase III is specific information to the employees work center and is covered by the immediate supervisor.
- b. After the technician has been counseled, the technician and the supervisor will sign the checklist. The signed checklist will then be sent back to the HRO Benefits Section by the member for filing in the employees personnel file.

### **9-3 NEW EMPLOYEE ORIENTATION**

Agency agrees to make new employee orientation mandatory. The TA agrees to participate in and support this program.

ORIENTATION: New employee orientation is offered by HRO on a quarterly basis; new employees should attend the first orientation after their date of hire. New employee orientation is a one day training course which is more in depth than the initial in-processing and covers topics such as PAA/performance, Ethics and Standards of Conduct, Labor Management training and other topics to reinforce the information received on the first day of work. The agency agrees to publish an orientation-training schedule on the 153AW SharePoint HRO Calendar.

## **ARTICLE 10**

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

#### **10-1 FOCUS**

The following work schedules are authorized for the bargaining members of the Wyoming Air National Guard here at home station. These options are for the purpose of providing flexibility to supervisors in scheduling their employees for the most efficient management of the workforce while still providing the opportunity for quality of life for our members. In ALL cases, mission accomplishment remains the primary focus.

#### **10-2 RESPONSIBILITY**

- a. It is the responsibility of the direct Supervisor to efficiently manage the personnel under his/her supervision to ensure effective accomplishment of required tasks in their shop or section to meet mission needs, and to provide the necessary services to keep the operational capability of the Wyoming Air National Guard at peak efficiency. The supervisor, with input from the respective employees under their control, will assess mission requirements and choose a work schedule option that maximizes mission accomplishment while providing each employee sufficient time off to be with family and friends.
- b. It is recognized that due to the number of employees in a particular section, the nature of the work being done, or the mission focus within a particular work center/section, that not all of the available work schedule options will be practical or useable. It is up to the section supervisor to determine what schedules will be used/offered. Regardless of what work schedules are implemented by a particular supervisor, they should be done so in a manner which is fair and equitable to all employees within that supervisor's control.
- c. It is the responsibility of the supervisor to assure that the TAG form 15-E will be completed and on file in the supervisor folder for each individual they supervise. In certain circumstances, employees may request a schedule change to accommodate their changing needs. Under conditions of significant personal hardship, non-standard schedules may be considered and approved as long as required work can still be completed.



### 10-3. WYMD STANDARD WORK SCHEDULE

- a. The 5-4/9 “Phoenix” work schedule is the standard for the WYMD; it is the expected core hours most employees will work. It is clearly defined and the scheduled work days are published annually by HRO. In each two week pay period, employees will work eight 9-hour days, one 8 hour day, and have every other Friday off. Employees may elect one of the following lunch break schedules:
  - 0700 to 1700 with a 1 hour lunch break
  - 0700 to 1630 with a 30 minute lunch break
  - 0730 to 1700 with a 30 minute lunch break.Variations up to 2 hours in start times may be considered.
- b. It is expected that all work centers/sections will have coverage in their respective sections during the times outlined as the WYMD standard work schedule. These should be considered the core hours. Exceptions may be sought through the 153AW/CC for certain “non-service” oriented functional sections for mission needs.

### 10-4 OPTIONAL WORK SCHEDULES

- a. The **optional** 5-4/9 work schedule is described as follows. In each two week pay period, employees will work eight 9-hour days, one 8 hour day, and have a declared (not necessarily Friday) day off during the pay period. Employees may elect one of the following schedules:
  - a. 0700 to 1700 with a 1 hour lunch break
  - b. 0700 to 1630 with a 30 minute lunch break
  - c. 0730 to 1700 with a 30 minute lunch break.
  - d. Variations in start time up to 2 hours may be considered.
- b. The 10/8 work schedule is described as follows. In each two week pay period, employees will work ten 8-hour days. Employees may elect one of the following schedules:
  - a. 0700 to 1600 with a 1 hour lunch break
  - b. 0700 to 1530 with a 30 minute lunch break
  - c. 0730 to 1600 with a 30 minute lunch break.
  - d. Variations in start time up to 2 hours may be considered.
  - e. Note: This work schedule meets the core hour requirement for shop coverage.
- c. Starting and ending shift times can be negotiated as long as the correct number of hours per day are worked and will result in a full 80-hour pay period.
- d. Lunch breaks will be taken between the hours of 1100 and 1300 daily when using the core or optional work schedules. Once an employee elects one of these schedules, it becomes their daily schedule. Employees may not change schedules or lunch breaks on a day-to-day basis.
- e. Section supervisors may require a change in standard work schedules for their employees if it becomes apparent that their work center is not meeting mission requirements. A change to standard work schedules may also be dictated by mission requirements for deployments away from home station. Employees may request a schedule change to accommodate their changing needs or in circumstances of personal hardship. Supervisors are encouraged to work with their employees to agree on a work schedule that best meets the needs of the

agency and the desires of the employee. The TAG form 15-E will be completed and on file in the supervisor folder for each individual.

#### **10-5 MODIFIED START WORK SHIFT**

- a. Due to temporary fluctuations in needs of the Agency, the Section Supervisor may direct and schedule, a modified start shift. Under this provision, the supervisor may modify shift start time up to 5 working hours to extend coverage of a duty day for a particular section. (i.e. completion of HSC, Post Dock, ISO, exercise, or deployment). This decision should be made with the full knowledge and agreement of next higher level of supervision. Every effort will be made to give maximum notice. A situation, which imposes immediate and unforeseen work requirements as a result of natural phenomena, critical or emergency mission related circumstances beyond the agency's reasonable control or ability to anticipate, are excluded from the notice requirement. We agree to comply with the requirements of 5 CFR 610.121.
- b. The modified shift will not normally run more than five consecutive work days.
- c. The modified shift should be used minimally and as justifiable. It is the section supervisor responsibility to assure that all employees in their section(s) are treated equitably when using this provision.

#### **10-6 DUTY ON SCHEDULED DAY OFF**

Supervisors who occasionally require employees to report for duty on a scheduled day off, should ensure those employees are compensated in accordance with applicable personnel guidelines. If scheduled properly; Comp time, AT, UTA/AFTP can be authorized for use.

#### **10-7 SHIFT/SCHEDULE CHANGE NOTIFICATION**

The Agency may consider and institute alternative work shift/schedules to support mission requirements. The supervisor to the best of their knowledge will distinguish to the employee whether the shift/schedule change is temporary or permanent. The supervisor shall seek and select volunteers based on mission requirements and personnel availability prior to assigning individuals.

- a. Temporary - Technicians will be notified of temporary shift/schedule changes no less than one (1) pay period in advance.
- b. Permanent - Technicians will be notified of permanent shift/schedule changes no less than two (2) pay periods in advance.

#### **10-8 ON CALL**

An employee is considered to be on call status if they are: (1) required to remain within a reasonable call-back radius of the work site but is permitted to leave a telephone number or carry an electronic device for the purpose of being contacted; or (2) allowed to make arrangements with another employee to perform work that might arise during the call-back period. Time spent in an



on-call status does not constitute hours of work and technicians in this category are not entitled to additional compensation.

#### **10-9 CALL-BACK**

Call-back: Irregular or occasional overtime work performed by a technician on a day when work was not scheduled, or for which they are required to return to their place of employment, is deemed at least two (2) hours in duration for the purpose of compensation. If the employee can satisfy the requirements of the reason for callback from their current location (i.e. phone consultation), they are to be compensated with comp time for the time they actually spent conducting official business. There is no 2 hour minimum in cases where the employee did not return to their place of work.

#### **10-10 STANDBY**

An employee is considered to be on standby duty if they are: (1) restricted to the agency's premises, or so close to the premises that the employee cannot use the time effectively for their own purposes; or (2) restricted to their living quarters or designated post of duty, and has their activities substantially limited, and is required to remain in a state of readiness to perform work. Standby duty constitutes hours of work for which the employee is entitled to compensation.

#### **10-11 BREAK TIME**

Two (2) fifteen minute rest periods are authorized for each employee during the duty day. One rest period is authorized before the lunch break and one rest period is authorized after the lunch break. The mission of the work unit may dictate the timing of when an employee may take the aforementioned authorized breaks.

#### **10-12 PREMIUM PAY**

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

#### **10-13 ENVIRONMENTAL PAY**

Environmental differential pay requests will be handled IAW WY TPP 532 dated 29 June 1998. All differentials presently paid will remain in effect for the duration of this agreement unless it is agreed by the Human Resources Office and the TA that the hazard has been removed. The agency agrees to publish the EDP/HDP committee meeting schedule on the 153AW HRO SharePoint calendar. The TA President may send a delegate if unable to attend due to mission requirements.

## **ARTICLE 11**

### **POSITION DESCRIPTION**

#### **11-1 POSITION DESCRIPTION**

Position descriptions will be an accurate listing of the major duties that are required by the employer to be performed by the affected technician(s). Additional information contained in regulatory guidelines and this article will be used to ensure equal treatment of all employees covered by this agreement; both are available via electronic media.

#### **11-2 OTHER DUTIES AS ASSIGNED**

Any "other duties as assigned" will be assigned by or through the employee's immediate supervisor. The agency recognizes that the employee's workload increases when adding duties, and agrees to prioritize these duties with the employee upon request. "Other duties as assigned" as part of the position description (PD) should be reasonably related to the employee's position, and qualifications. This does not preclude management from assigning additional, though unrelated, duties. If unrelated duties are assigned on a routine basis, the PD should be amended to include such duties. Additional duties will be managed IAW NGB TPR 430.

#### **11-3 ADDITIONAL DUTIES**

Any additional duties will be assigned by or through the employee's immediate supervisor. There are vacancies that exist from time to time that are not or cannot be filled due to management decisions; these duties may be equitably distributed among the remaining work force within the area of concern on a fair and equitable basis. The agency will continue to exercise its efforts in good faith, subject to requirements of efficient operations.

## **ARTICLE 12**

### **DETAILING OF TECHNICIANS**

#### **12-1 DEFINITION**

Details are administered in accordance with WYMD 335, Merit Placement Plan and this agreement. The agency may detail employees for any legitimate management purpose, for example, to handle unexpected workloads or special projects; to fill in during another employee's absence; for training; or pending position classification, security clearance or investigation.

#### **12-2 PROCEDURE**

Management realizes and acknowledges that details of technicians out of their assigned positions must be used in a judicious manner. Detailing of employees will not be used to circumvent Article 17 of this contract, Discipline and Adverse actions.

### **12-3 RECORDING OF DETAILS**

The Agency will use a SF 52, Notification of Personnel Action, to document details more than 30 days. Copies of the SF 52 are available in My Biz.

### **12-4 TEMPORARY PROMOTION**

- a. When the agency requires the duties of a higher grade position, or one with known promotion potential to be performed for more than 120 days, Merit Placement procedures will apply.
- b. The Agency agrees that when budget and mission requirements permit, temporary promotions will be effected in lieu of details to higher graded positions.

## **ARTICLE 13**

### **TECHNICIAN PERFORMANCE MANAGEMENT SYSTEM**

#### **13-1 INTRODUCTION**

This article and NGB TPR 430 govern the Technician Performance Management System to ensure equitable treatment of all employees covered by this agreement; both are available via electronic media. The objective of the Technician Performance Management System is to 1) provide a meaningful and efficient method for the evaluation of individual and organizational performance; 2) to provide tools for executing management and supervisory responsibilities; 3) to communicate and clarify organizational goals and objectives to technicians; 4) to involve technicians in improving organizational effectiveness and in accomplishing organizational missions and goals; and 5) to assess individual and organizational effectiveness and performance. The performance management system will be accomplished in accordance with NGB TPR 430 as well as any other applicable Regulations, Laws, or Directives as agreed to and Impact and Implementation (I&I) bargained with the TA. The Wyoming National Guard Incentive Awards Program WYMD TPR 451 will be utilized in conjunction with the Performance Management System.

#### **13-2 THE APPRAISAL**

All bargaining unit employees will have their appraisals done in PAA (Performance Appraisal Application).

- a. Appraisals will not be back-dated.
- b. A rating of record shall be given to each employee NLT 30 days after the end of the appraisal period.
- c. Filing an Appeal. A bargaining unit member desiring to dispute a performance appraisal must use the negotiated grievance procedure in Article 19 of this Agreement, IAW NGB TPR 430.



### **13-3 APPRAISALS OF TA OFFICIALS**

The time spent by TA representatives in the performance of their representational duties will not be taken into account when accomplishing a performance appraisal. Rather, the performance appraisal will be based solely on performance of their officially assigned work.

### **13-4 UNACCEPTABLE PERFORMANCE**

- a. Performance appraisal programs require that managers and supervisors provide proactive assistance to technicians to improve unacceptable performance. Assistance should be provided at any time during the appraisal period that performance is determined to be unacceptable or faltering in one or more critical elements.
- b. Supervisors are required to provide assistance to non-probationary employees with performance problems **before** the employee's performance falls below 2, marginally acceptable. Employees with performance problems must be given the opportunity to demonstrate acceptable performance. Supervisors will use tools available to assist employee's performance success such as Individual Development Plan (IDP), counseling and mentoring, before a PIP is considered. Documentation of performance counseling sessions is required.
- c. Programs shall provide for reassigning, reducing in grade, or removing employees who continue to have unacceptable performance, but only after an opportunity to demonstrate acceptable performance. Programs shall also provide for review and approval of unacceptable ratings of record by a higher level management official. Supervisors are required to contact HRO before placing an employee on a PIP (performance improvement plan).

### **13-5 RECORDS**

Official performance records and other official employee records are available for review by the technician in My Biz. These include, but are not limited to, performance standards, appraisals, incentive awards, determinations, merit promotion material, trial/probationary period certification, and other related personnel management documents. During routing of performance appraisals, only individuals directly in the technician's chain of command, are permitted to review performance appraisals in the Performance Appraisal Application (PAA). This applies even after the final action has been accomplished.

## **ARTICLE 14**

### **TEMPORARY DUTY ASSIGNMENT (TDY)**

#### **14-1 GENERAL**

Temporary Duty Assignments performed in technician status are covered by this article and the applicable government regulations to ensure equal treatment of all employees covered by this



agreement; both are available via electronic media. TDY will be announced as soon as information on the assignment is available, providing as much notice to employees as possible. Selection of employees for temporary duty assignments will be based upon official necessity and qualifications of an individual who can best perform the mission required without regard to gender, race, religion or national origin. The use of "trip boards" are acceptable in order to assist employees with their scheduling needs. Employees are responsible for responding to temporary duty assignments in the same manner as to duties at their permanent duty station. The agency agrees to attempt to ensure that problems created by TDY assignments will have a minimum impact on the morale of the employee. Information on the assignment will be made known on a continuing basis to affected employee(s) as it becomes available.

#### **14-2 ASSIGNMENT OF QUALIFIED EMPLOYEE**

The Agency will determine what qualifications are required based on the mission requirements of the TDY. If a "trip board" is not applicable, qualified volunteer(s) will be sought before an employee is directed to go TDY. When no volunteer(s) or an inadequate number of volunteers are available, the agency will make a selection(s) based on the requirements of the mission. Other factors, such as military leave availability (if applicable), will be considered when these decisions are made, if possible.

#### **14-3 STATUS**

Employee will designate what status they desire for the TDY unless status is not optional. If necessary, leave status in technician position will be in accordance with the leave articles of this agreement.

#### **14-4 WORK SCHEDULES**

If available, a proposed work schedule and schedule of events for the TDY will be announced. TDY work schedules will be based on known work requirements. Employees in a military status will be on appropriate leave (military, annual, compensatory, or LWOP) from their technician positions. Work schedules will not be adjusted to avoid charging military leave.

#### **14-5 WORKING CONDITIONS**

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

#### **14-6 COMPENSATORY TIME**

Time spent on actual work when directed and performed while supporting the mission when away from the permanent duty station is "hours worked" not only on normal workdays during normal working hours but also during non-work days. Compensatory time will not be granted solely for the purpose of compensating employees for being away from their home or official duty station during a non-duty day when not performing actual work. Time involved while traveling will be compensated as hours of work when permitted by governing regulations. When the work schedule or the administration of work cannot be controlled, any technician required to work or travel on other than

normal duty hours will receive hour-for-hour compensatory time. Travel will be arranged within the employee's scheduled hours of work if at all possible.

## **ARTICLE 15**

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

#### **15-1 GENERAL**

It is acknowledged that certain tasks necessarily performed involve a degree of hazard. The agency agrees to make every reasonable effort to provide briefings, instructions, training, or schooling, and to make available safety devices or precautions prior to requiring employees to perform duties of a hazardous nature in accordance with OSHA and AFOSH Standards and regulations.

#### **15-2 153 AW ENVIRONMENTAL SAFETY AND OCCUPATIONAL HEALTH COUNCIL**

- a. The 153 AW Environmental Safety and Occupational Health Council has been established to provide a forum for discussion of safety/health problems and to make recommendations to the Air Commander on safety/health related matters.
- b. The Council meets quarterly to discuss safety/health problems and to resolve Hazard Reports, AF Form 3s, and related issues that are not resolved at a lower level.
- c. The TA is authorized to have a representative attend these meetings in order to provide input and discussion regarding employee oriented safety/health issues or Hazard Reports. The agency will publish the meeting schedule on the 153AW SharePoint Wing calendar.

#### **15-3 WORKERS COMPENSATION**

- a. Technicians will immediately report job related injuries or illness to their supervisor. The supervisor and the technician will insure proper reporting procedures are followed and that all necessary documents are completed. When the technician is incapacitated and unable to notify the supervisor of injury or illness, the immediate supervisor will initiate required procedures as soon as they are aware that a situation of this type has occurred. Local processing of workers compensation claims will be coordinated with the HRO. HRO will be available to assist the employee in all situations involving federal worker's compensation issues. The agency will advise the employee of entitlements and obligations under the Federal Employee's Compensation Act (FECA) in the event of a worker's compensation claim.
- b. It is understood that the Labor Organization and the Agency wish to promote a safe and healthy environment for the entire workforce. To this end, the Agency and the TA will participate in and support the FECA council.

#### **15-4 EXTREME COLD**

The agency and the TA mutually recognize the hazards of working in extremely cold temperatures and acknowledge that, under extenuating circumstances, the necessity for accomplishing mission



essential tasks even in the most extreme temperatures. Each employee is responsible to ensure the adequacy of cold weather gear worn and to make full and proper use of all such protective equipment prior to venturing out in extreme temperatures. The agency will provide authorized foul/cold weather protective gear to technicians at no cost.

- a. It is agreed that the Operations Supervisor in conjunction with the Flight Line Supervisor and the MOC may cancel flight line operations for local training/proficiency if the wind chill falls below -20 degrees Fahrenheit or the static temperature falls below 0 degrees Fahrenheit.
- b. The official temperature and wind velocity will be obtained from the Bio-environmental Office or Control Tower.
- c. Management acknowledges that there are certain cold factors beyond which employees are incapable of performing sustained work. 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.

#### **15-5 EXTREME HEAT**

The employer and the TA mutually recognize the hazards of working in extremely hot temperatures, while at the same time acknowledge the necessity for accomplishing certain tasks to varying degree even in the most extreme temperatures. Heat index notification will be by the Bio-environmental Office.

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

#### **15-6 TDY SAFETY**

When technicians are sent out to repair an aircraft or other equipment at other than home station, full consideration will be given by the agency to the method, the means, and the appropriate number of personnel needed to accomplish the repair. Consideration will be given to both expeditious job accomplishment and safety of personnel.

#### **15-7 SAFETY GLASSES AND PROTECTIVE EQUIPMENT**

The agency will furnish at no cost to the employee, safety eyeglasses, including those with prescription lenses if needed, when requested and approved by the Base Safety Office. The technician will furnish a current eyeglass prescription for initial use or a new prescription for an updated pair if their vision changes. Issued safety glasses will be supplied or replaced at no cost to the employee in accordance with appropriate regulations. The individual may select either plain or tinted lenses. The agency will provide all safety clothing and equipment necessary to safely perform assigned duties. To the extent possible, ease of use and technician comfort should be considered when selecting personnel protective equipment.



## **15-8 UNIFORMS AND PROTECTIVE CLOTHING AND EQUIPMENT**

- a. The employer will furnish to each bargaining unit employee, except an employee who is a military officer, uniforms (including headgear, belts, and footwear) which the employer requires the employee to wear on duty.
- b. If clothing becomes contaminated to the extent that it requires removal to prevent injury or physical harm to the employee, the employer will replace or have cleaned the affected clothing. The employer will inform employees that such contaminated clothing should never be removed from the work site.

## **15-9 HAZARDOUS MATERIAL TRAINING**

- a. Hazardous material information and training will be made available IAW current DOD directives and AFOSH standards.
- b. The agency agrees to make a reasonable effort to provide all personnel with the training required by the directives and standards 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 on-the-job training on the specific hazards in their work areas. This training will be conducted upon initial work area assignment and whenever a new hazard is identified or introduced into a work area. Initial training will be provided in accordance with OSHA and AFOSH regulations.
- c. All training will be documented.
- d. Manufacturer Safety Data Sheets (MSDS) will be available to all supervisors, all employees exposed to any chemical hazard, and/or the individuals requesting such information in an official capacity. The MSDS will be on file in a known location and accessible to all the above individuals.

## **15-10 SAFETY SURVEY**

A TA representative shall be given official time to be present during a safety survey, if officially requested by a member of the bargaining unit, due to a potential impact on working conditions for employees. The representative will contact the individual responsible for the safety survey prior to its initiation and inform them of their intent to observe the survey.

## **15-11 HAZARD REPORTING**

- a. A hazard may be reported by any person and may be submitted on any event or condition that affects safety.
- b. Reportable hazards include, but are not limited to, unsafe procedures, practices, or conditions in the following areas:
  - (1) Ground operation and maintenance of aircraft.
  - (2) Ground operation and maintenance of vehicles.
  - (3) Operation and maintenance of facilities.
  - (4) Training and education programs.
  - (5) Work environment.
- c. Hazards should be reported to the responsible supervisors so action can be taken. Oral

reports for imminent danger situations are mandatory. In such situations the Wing 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. Supervisors will notify the organization safety NCO, who will coordinate with the Wing Safety Office. Hazard Reports may be submitted anonymously directly to the Wing Safety Office.

- d. The Safety Office will review and evaluate the report IAW appropriate directives/regulations.
- e. If after review and processing of the report by the Wing Safety Office, the originator is not satisfied, the technician may appeal IAW AFI 91-202, The US Air Force Mishap Prevention Program, or file a grievance, but not concurrently.

**NOTE:** Applicable Safety Regulations are on file in the Wing Safety Office and are available to all employees.

- f. The term "imminent danger" means any conditions or practices in any work place that could reasonably be expected to cause death or serious physical injury.
  - (1) In the case of imminent danger situations, employees shall make reports by the most expeditious means available.
  - (2) The technician 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 physical injury, 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 their supervisor or the next immediately available higher level supervisor.
  - (3) If the supervisor believes the condition or corrected condition still poses an immediate danger, the supervisor shall request an inspection by the Wing Safety Office.
  - (4) Every attempt will be made to correct the condition to the mutual satisfaction of all concerned. The supervisor will work closely with the employee and the Wing Safety Office to ensure that imminent danger threats are eliminated. The Wing Safety Office will be the final authority regarding employee safety concerns and will ensure potentially unsafe working conditions are corrected before work resumes.

## **15-12 HIGH RISK OPERATIONS**

If a member has a reasonable belief that they are in imminent risk of death or serious bodily harm from a work assignment, and do not have sufficient time to remove the hazard through normal hazard reporting procedures, they may decline to perform the assignment. They must report the safety issue to the supervisor and directly to the safety office. The supervisor and the safety office will evaluate the report in an effort to determine the described hazard and to help achieve a solution. Members have additional rights established by law. Employees who decline to perform any assignment due to the previously mentioned reasons shall not be subject to any form of reprisal or discipline.

## **15-13 PHYSICAL FITNESS**

Technicians are authorized, at the discretion of the Agency, three (3) hours of official time per week to participate in the physical fitness program in accordance with the established policy of the agency.



## **ARTICLE 16**

### **LEAVE**

#### **16-1 GENERAL**

The provisions of this article and WY TPR 630 establish the basic leave policies for employees of the Wyoming Air National Guard to ensure equal treatment of all employees covered by this agreement; both are available via electronic media.

#### **16-2 ANNUAL LEAVE**

- a. Purpose: Annual leave is provided for two general purposes: to allow for rest and relaxation, and to provide time off for personal and emergency purposes.
- b. Use: Annual leave is a benefit provided by law and accrues automatically. However, supervisors are responsible to approve and monitor leave usage. The decision to approve/disapprove leave will take into consideration mission requirements of the Wyoming Military Department and the desires of the technician. Supervisors will encourage technicians to schedule annual leave so as to prevent unintended loss of leave at the end of the leave year. Supervisors have the option of requiring employees to request leave using the OPM Form 71 (Application for leave).
- c. Maximum accumulation: Normally, technicians may accumulate and carry forward into the next year a maximum of 240 hours of annual leave. Under certain circumstances the 240 hour limit may be exceeded. These circumstances are outlined in the NGB TPR 630. If situations meeting the outlined circumstances occur, a letter explaining the situation and requesting restoration of forfeited leave will be sent through supervisory channels to the HRO for approval.

#### **16-3 SICK LEAVE**

- a. Purpose: Sick leave is for use when a technician is physically incapacitated to do their job, or for related reasons such as:
  - (1) Exposure to contagious diseases that would endanger the health of coworkers.
  - (2) Presence of a contagious disease in the technician's immediate family which requires their personal care.
  - (3) Dental, optical, or medical examination or treatment.
  - (4) Purposes relating to the adoption of a child. This includes appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel; and other activities required to allow the adoption to proceed.
  - (5) Family Friendly Leave Act provisions.
- b. Use: Sick leave will be authorized only in bona fide cases and may be granted orally or in writing. The immediate supervisor is responsible for verifying that absences are properly charged to sick leave.
- c. Medical Certificates: Medical certificates are required to support requests for advance sick leave. They may also be required under the following conditions at the discretion of the supervisor:



- (1) For absence in excess of three (3) workdays.
- (2) For absences of short periods at frequent intervals whenever there is reason to believe that the sick leave privilege is being abused. Whenever there is reason for the Employer to believe that a technician may be abusing sick leave, the technician will be advised through counseling that there is concern and that sick leave controls may be imposed. When sick leave controls are imposed the technician will be informed in writing. When controls are imposed the technician will be informed as to the duration for the controls and in normal circumstances controls should not exceed one (1) year.

#### **16-4 COMPENSATORY TIME**

- a. Whenever possible, employee requests to work beyond the normal duty day should be obtained in advance from their supervisor and properly documented on applicable form. The approving official is the second level supervisor. To the maximum extent possible, work schedules and planning will be used to avoid the need for working beyond the normal duty day.
- b. Supervisors may request employees work beyond the normal duty day based on unforeseen circumstances for mission accomplishment. This will not be done when the tasks do not have immediate mission impact. The approving official is the second level supervisor. To the maximum extent possible, work schedules and planning will be used to avoid the need for working beyond the normal duty day.
- c. Compensatory time must be taken within 26 pay periods from the pay period in which it was earned. Compensatory time not used within 26 pay periods will be forfeited.
- d. It is a supervisor and technician responsibility to ensure comp time is scheduled for use to avoid forfeiture. Compensatory time will be taken before annual leave except where annual leave would be lost.
- e. Compensatory time is granted and taken in hourly increments.
- f. When the employee is required to return to work outside of normal duty hours a minimum of two (2) hours of compensatory time will be granted.
- g. Non-duty days during TDY will not be considered work days. Compensatory time will not be granted solely for the purpose of compensating employees for being away from their duty station. Compensatory time is only authorized for non-duty days during a TDY when actual work is directed and performed.

#### **16-5 FAMILY AND MEDICAL LEAVE (FMLA)**

- a. Purpose: This leave provides up to 12 (twelve) weeks of unpaid leave during any 12- month period for one or more of the following reasons:
  - (1) The birth of a child and post-natal care.
  - (2) The placement of a child with an employee for adoption or foster care.
  - (3) The care of a spouse, son, daughter, or parent of an employee for a serious health condition.
  - (4) Serious health condition of an employee that makes the employee unable to perform essential functions of his/her position.
- b. The employee may substitute paid leave (annual leave, sick leave, or compensatory time) for this unpaid leave, but must notify their supervisor prior to using paid leave for these

purposes.

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

LWOP is a temporary non-pay status and absence from duty granted upon an employee's request. The authorization of leave without pay is a matter of administrative discretion. Technicians cannot demand to be granted leave without pay. The agency agrees to consider leave without pay upon request of the employee for situations such as job related training/education which would be of benefit to the agency. Leave without pay requested by a technician must be approved or disapproved in advance by the Adjutant General or designated representative (HRO).

#### **16-7 LEAVE FOR BLOOD DONATION**

The agency and the TA recognize the importance and humanitarian need for community blood donors. When community need for blood donors arises and work requirements allow for agency donors to be released, the technician(s) will be in an excused absence status. Depending on the community needs and consistent with safe medical practices, excused absences will be a minimum of two (2) hours for donation and recovery and may be allowed up to four (4) hours.

#### **16-8 MILITARY LEAVE**

- a. Military Leave (ML) with respect to 5 U.S.C. 6323 (a) is for use when a technician performs annual training, active duty for special work/full time training duty, inactive duty training, or active duty training. A member of the National Guard who is a Federal employee is entitled to leave of absence from his/her duties, without loss of pay grade, leave time or efficiency rating. Each technician will be credited with one hundred twenty (120) hours of ML, 6323 (a), at the beginning of each fiscal year. The maximum allowable balance of ML is two hundred forty (240) hours. One hundred twenty (120) hours of ML may be carried over from one fiscal year to the next. ML is charged in hourly increments.
- b. While an employee is on ML 6323(a) the employee collects their civilian and military pay. For further information, see Department of Defense Instruction Number 1215.19, March 14, 1997; Uniform Reserve, Training and Retirement Category Administration; Enclosure 4, Definitions; E4.1.15.
- c. 5 U.S.C. 6323(d) provides forty four (44) days (workdays) per calendar year for active duty to be performed outside of the United States, its territories or possessions. The employee still receives their military entitlements: military retirement points, per diem and military Hazardous Duty pay. The employee still receives their civilian pay.
- d. In very limited emergency cases technicians may perform technician and active duty on the same calendar day. When this occurs, the technician will not be charged leave for hours worked in technician duty status. Additionally, the hours of the work shift in active duty status will be charged to military leave (6323(a)), annual leave, compensatory time, or leave without pay. HRO will be notified immediately when this possibility arises. EXAMPLE: Technician begins technician duty day. The unit receives an emergency call requiring personnel in an active duty status for mission accomplishment. No other individuals are available to participate in the mission. The technician is placed on active duty orders. This active duty mission begins at 1100. The technician may use military



leave, annual leave, compensatory leave, or leave without pay from 1100 to the end of the technician duty day. No leave would be charged from beginning of duty day until 1100. ML, if available, may be used for the remainder of the active duty period.

- e. Minimum charge for military leave 6323(a) is one (1) hour.
- f. Exchange for forty four (44) military leave 6323(d) will be workday for workday.
- g. ML 6323(a) is only charged for the hours that the employee would otherwise have worked and received pay.
- h. ML 6323(a) and 6323(d) are not charged on non-workdays or holidays.
- i. ML 6323(a) when used in U.S. may be co-mingled with annual leave, compensatory time, time off award, and LWOP.
- j. ML 6323(a) and 6323(d) when used OCONUS, may be co-mingled with each other, annual leave, compensatory time, time off award, and LWOP.

## **ARTICLE 17**

### **MERIT PROMOTION AND TECHNICIAN PLACEMENT**

#### **17-1 PURPOSE**

Established procedures within the merit placement plan (WYMD 335) will be adhered to for promotion, reassignment, and placement procedures for bargaining unit employees. Management agrees to notify the TA any time an initial announcement is to be published nationwide.

#### **17-2 VACANCY ANNOUNCEMENTS**

REQUEST FOR FILLING VACANCY. The following procedures are used when requesting to fill position vacancies:

- 1. Submit requests to fill positions, through Command channels, to the HRO utilizing the Standard Form (SF) 52, Request for Personnel Action.
- 2. The requesting office initiates the SF 52 with the following required information:
  - (a) Title, series, grade, and salary range of the position;
  - (b) Type of appointment (DS, NDS, or AGR), temporary, indefinite or permanent;
  - (c) Compatible Military Assignment (MOS or AFSC);
  - (d) Organizational and geographical location of the position;
  - (e) Open and Closing dates;
  - (f) How to apply;
  - (g) Special conditions of employment, or developmental training, if applicable; forwarding for other action;
  - (h) Information regarding other concurrent announcements for the same vacancy;
  - (i) Area of consideration;
  - (j) Minimum qualification requirements, general and specialized;
  - (k) Minimum and maximum military grades;
  - (l) Statement that an enlisted applicant's military grade cannot exceed the maximum



military grade authorized. Over-grade applicants must provide a written statement of understanding with the application, indicating a willingness to be administratively reduced in grade (state specific grade) if selected for the position;

- (m) Description and summary of duties;
- (n) Equal employment opportunity statement;
- (o) Reasonable accommodation statement.
- (p) Nominating/Selecting Official's name and title. (AGR Only)
- (q) Required documents to complete application.

### **17-3 VACANCY POSTING**

- a. Vacancy announcements will be posted to ensure all persons in the area of consideration are made aware of the vacancy. Announcements may be posted on the Local Area Networks (LAN) or any other available electronic means. If an announcement is found to be in error it will be amended or rescinded and republished. If necessary, the closing date will be extended.
- b. Vacancy announcements will normally be posted for the minimum number of calendar days per the table below. Job opportunity announcements will be open over a UTA weekend; however, in-service job announcements need not be open over the UTA

<b>Area 1 – In-service Restricted Technician/AGR</b>	7 days
<b>Area 2 – In-service Dual Status (DS) Technician/AGR</b>	14 days
<b>Area 3 – In-service Non-Dual Status (NDS) Technician</b>	14 days
<b>Area 4 - Job Opportunity Technician/AGR</b>	14 days
<b>Area 5 - Indefinite Job Opportunity Technician</b>	14 days
<b>Area 6 – Nationwide Job Opportunity Technician</b>	14 days
<b>Area 7 - Nationwide Technician/AGR</b>	14 days

- c. Vacancy announcements will be posted in a manner to ensure all deployed persons are reasonably enabled to submit in a timely manner.

### **17-4 HUMAN RESOURCES PROMOTION AND PLACEMENT RECORDS**

Placement Records will be filed a minimum of two years in HRO and will contain the following:

- a. Provide a clear record of the actions taken;
- b. Are maintained to evaluate the placement program;
- c. Document that placement actions are being made on a fair and equitable basis and in accordance with this plan.

- d. Will be maintained for a minimum of two (2) years. If a grievance or other action is pending, records will be maintained until resolution.
- e. Consist of (at a minimum) the following:
  - (1) Copy of the vacancy announcement;
  - (2) Listing of all applicants;
  - (3) Individual application packets;
  - (4) Forms used by HRO personnel and/or rating panels in the evaluation and rating process;
  - (5) Copy of the certificate of eligibles;
  - (6) Recommendation by nominating official;

## **17-5 GRIEVANCES**

While violations of Merit Placement and Promotion procedures are proper subjects for complaints or grievances, non-selection from among a group of properly referred, fully qualified candidates is not a basis for a complaint or grievance. Management has the right to determine qualifications and the appropriate source of applicants most likely to best meet mission needs.

The agency agrees that merit principles are essential to a productive workforce and will not condone illegal hiring practices. A bargaining unit member who believes that proper procedures were not followed, or an illegal hiring practice occurred in a particular placement action for which they were an applicant, have the following options for remedy:

- a. An applicant who believes proper procedures were not adhered to during the application and interview process may present a grievance. A grievance will not be considered when it is based solely on a non-selection.
- b. Discrimination Complaints: Allegations of discrimination based on race, color, religion, gender, age, non-disqualifying handicap, or national origin during any phase of the selection process will be directed to the State Equal Employment Manager (SEEM).

## **17-6 INQUIRIES**

- a. Should a non-selected technician wish to know the possible reason(s) for non-selection, and after conferring with the nominating official, they may request an administrative review of their rating. The HRO will address the areas where improvement can be made to enhance the individual's promotion potential.
- b. The intent herein is not for the employee to grieve non-selection but to provide the employee an awareness of potential weakness. This will not preclude an employee from filing a grievance under article 19 of this contract.



## **ARTICLE 18**

### **NON-DISCIPLINARY, DISCIPLINARY, AND ADVERSE ACTIONS**

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

- a. This article applies to matters of **CONDUCT** only; actions that relate to **JOB PERFORMANCE** will be accomplished in accordance with the agency performance appraisal system and contract modifications (Article 13). It is acknowledged that in some cases, corrective actions are necessary to ensure good order and discipline. The parties agree that discipline and adverse actions will be based on just cause and be consistently applied to promote the efficiency of the federal service. The progressive discipline concept shall be considered when determining a course of action against an employee. When situations arise that may benefit from mediation, it will be considered as an option to resolve the issue.
- b. Before taking disciplinary or adverse action against an employee, the supervisor considering the action will gather all available facts and discuss them with the employee, will inform the employee of the reason for the investigation, and will consider the employee's response.
- c. The employee may have a TA representative if so desired for any corrective, disciplinary or adverse action.

#### **18-2 NON-DISCIPLINARY ACTIONS**

- a. Non-disciplinary actions consist of counseling or oral admonishment with the employee by his supervisor. When appropriate, non-disciplinary action as described in this article should be the first step in taking corrective action against an employee. The employee will be advised in a timely manner of the specific infraction or breach of conduct and exactly when it occurred.
- b. Counseling should be recorded on HRO Form 904-1, the automated supervisor's brief, or MFR and referenced on the 904-1. Entries to the 904-1 must be done in pencil, and may remain in the employee's file for up to 6 months, longer for continuing or recurring problems.
- c. An oral admonishment is the most severe form of corrective, non-disciplinary action and notifies an employee to desist from a certain course of action. The supervisor will describe the offense in sufficient detail to enable the employee to understand why the admonishment is necessary. An oral admonishment should be recorded in pencil on the HRO Form 904-1, the automated supervisor's brief, or via MFR and referenced on the 904-1. Entries to the 904-1 must be done in pencil, and may remain in the employee's file for up to 6 months, longer for continuing or recurring problems.

#### **18-3 DISCIPLINARY/ADVERSE ACTION**

NGB TPR 752 defines the process for administering disciplinary and adverse actions and will be used when documented informal counseling is not sufficient to correct an employee's conduct or behavior. Supervisors will consult with HRO/Labor Relations Specialist before *taking disciplinary*



or adverse action against an employee. The parties recognize that there are two types of actions that may be appropriate; i.e., disciplinary action and adverse action. Disciplinary action will be for the sole purpose of correcting offending employees and problem situations and maintaining discipline and morale among other employees. A supervisor should consider a closer degree of individual supervision and/or warnings to effect corrective action prior to undertaking an action.

#### **18-4 DISCIPLINARY ACTION**

- a. Disciplinary action consists of written reprimands. In order to be effective, constructive discipline must be timely. Disciplinary action should be initiated within 10 workdays after the offense becomes known or should have become known to the individual's supervisor. Appropriate justification will be provided when this requirement cannot be adhered to.
- b. Any letter of reprimand (LOR) issued may remain in an employee's file between one and three years. Nothing prevents the supervisor from removing an LOR earlier than the expiration date after conferring with HRO/LRS.
- c. Written reprimand will:
  - (1) Normally be signed by the appropriate supervisor and coordinated with HRO for contract and regulatory compliance.
  - (2) Describe the offense in sufficient detail, to include the specific instruction, regulation, or policy paragraph, subparagraph, if applicable to enable the employee to understand why the reprimand is necessary
  - (3) Inform the employee that the letter will be filed as a temporary document in the Official Personnel Folder (OPF) until a specific date for removal. Retention period may not exceed three years. An appeal of 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.

#### **18-5 ADVERSE ACTIONS**

- a. Although these actions constitute discipline, only suspension, reductions in grade and removal actions, as described below, are considered adverse actions since they affect the pay of the employee.
- b. Adverse Action is an action that results in suspension without pay, change to lower grade, or removal of any employee.
  - (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 employee's ability to perform his duties; the agency's ability to fulfill its mission, etc.)
- c. Adverse actions are initiated by a proposed letter of adverse action. The initiator of the proposed action letter is someone in the technicians' supervisory chain. HRO approval for procedural correctness must be obtained before issuing proposed adverse action and

original decisions. The following, as required by agency regulation NGB TPR 752 will be the sequence of events for an adverse action:

- (1) After a proposed adverse action is issued, the employee and/or the representative will be given the opportunity to reply to the charges, in writing and/or in person, to the deciding official.
  - (A) The Employee will be given twenty (20) calendar days to reply to the proposed action. A maximum of two time extensions may be provided upon written justification, additional extensions will be considered only in extenuating circumstances.
  - (B) If requested by the employee through their HRO contact, all evidence and materials relied upon to support the action will be provided to the employee and their TA representative.
  - (C) A sufficient amount of excused absence will be provided to the employee and their TA representative to; (1) review all evidence and materials and (2) prepare the reply to the proposed action. A minimum of four hours will be granted; extensions will be considered when the circumstances require.
- (2) As soon as practical, and after expiration of the reply period, the employee 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 employee has twenty (20) calendar days to file for one of the three options 1) an appellate review by the Adjutant General, 2) an Administrative Hearing conducted by a National Guard hearing examiner or 3) an advisory non-binding arbitration hearing conducted by an FMCS arbitrator.
  - (A) Employees requesting an appeal or review shall submit their letter of intent to the HRO office within the timeframe established in the original decision. The appeal letter will also include whether or not the individual is represented by a third party.
  - (B) If the employee requests an administrative hearing, the HRO, will submit a written request to NGB for a list of examiners. Upon receipt of the NGB hearing examiner list, the HRO will contact the hearing examiners to determine availability, and request support from the states' TAG and provide the contact information to the employee. 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 the employer.
  - (C) If non-binding arbitration is requested by the TA on behalf of the employee, the cost of arbitration will be split 50% TA and 50% Agency. The Adjutant General will consider the non-binding arbitration recommendation in making the final decision.

## **18-6 REPRESENTATION**

- a. Prior to discussions that may reasonably lead to adverse actions, the supervisor or person/persons performing an investigation role for the agency will notify the employee of the right to TA representation. If the employee accepts representation, no further



questioning will take place until the representative is present. If the employee chooses not to have representation that a waiver (TAG WY Form 132-E) must be in writing, and the TA will receive a copy of this waiver.

- b. An investigatory interview will, if representation is requested, be delayed for a reasonable amount of time until the employee(s) representative can be present.

## **18-7 RECORDS**

- a. In any disciplinary or adverse action, an employee 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 any disciplinary or adverse action. Any such records, or journals shall not be used as a basis to support any disciplinary or adverse action against an employee unless the employee has been shown and provided a copy of such record, note or journal within a reasonable period of time after the date of the incident being recorded, or as part of the disciplinary or adverse action process.
- 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 the entry. The employee's initials acknowledge **ONLY** that the employee **KNOWS** that an entry was made, but in no circumstance may initialing the entry be considered as an agreement with the entry or an admission of guilt.

## **ARTICLE 19**

### **GRIEVANCE PROCEDURES**

#### **19-1 GENERAL**

- a. The TA will be given the opportunity to have a representative present during all grievance proceedings involving bargaining unit members to insure that adjustments of the grievance are consistent with the terms of this labor/management agreement.
- b. A grievance will be presented when the employee or TA becomes aware of events that constitute a grievance.
- c. All time limits in this article may be extended by mutual consent of the parties. Failure of the employer to observe processing time limits shall automatically entitle the grievant to advance the grievance to the next level/step.
- d. Failure of the grievant or TA to observe processing time limits shall result in the grievance not being presented or considered.
- e. The Agency and the TA encourage and support Alternative Dispute Resolution Techniques such as mediation, as a viable option for grievance resolution when practical.

#### **19-2 DEFINITIONS (5 USC 7103[a][9])**

A grievance is:

- a. Any complaint by any employee concerning any matter relating to the employment of the employee.

- b. Any complaint by the TA concerning any matter relating to the employment of any employee.
- c. Any complaint by any employee, the TA, or agency concerning:
  - (1) The effect of interpretation, or a claim of breach, of the collective bargaining agreement; or
  - (2) Any claimed violation, misinterpretation, or misapplication of any law, rule or regulation affecting conditions of employment.

### **19-3 REPRESENTATION**

- a. The TA is assured the right to represent itself and/or each technician in the bargaining unit in the presentation and processing of any grievance.
- b. The technician retains the right to request TA representation in the grievance procedure or to decline such representation. If the technician chooses not to have representation, that waiver must be made in writing. The Agency and the TA will be served a copy of this waiver, by the bargaining unit member.

### **19-4 EXCLUSIONS**

It is agreed that this negotiated procedure is a full coverage procedure except for those matters specifically excluded by law 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 Title 5 U.S.C. 7532.
- 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.

### **19-5 EXCLUSIVE PROCEDURE**

The Agency and the TA agree that the negotiated procedure is the exclusive procedure available to the TA and the technician(s) in the bargaining unit for processing of any grievance.

### **19-6 TECHNICIAN RIGHTS**

All technicians 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 technician(s) or TA grievances. In exercising this right, the technician(s) and the representative will be free from restraint, coercion, discrimination, or reprisal.

### **19-7 GRIEVANCE FILE**

A grievance file will be maintained by the HRO.



## **19-8 PRESENTING A GRIEVANCE**

- a. The TA has the right, on its own behalf or on the behalf of the bargaining unit member(s), to present and process grievances.
- b. If an employee or a group of employees elects to present their grievance without the assistance of the TA, the grievance process followed must be consistent with the provisions of this agreement.
- c. At any point in the process, all parties may agree to different approaches to the formal steps in 19-10 and 19-11, such as mediation or facilitation. The goal of these alternate methods is resolution of issues at the lowest possible level.

## **19-9 OFFICIAL TIME**

Official time, without charge to leave, will be afforded in accordance with the following:

- a. To the technician to discuss, informally, with his/her supervisor(s) and/or the TA representative, any dissatisfaction the technician may have.
- b. To a TA representative to discuss informally or formally with the appropriate management official any complaint the TA may have concerning matters under this agreement.
- c. To the technician and the designated TA representative for preparing and presenting the grievance at all levels.

## **19-10 BARGAINING UNIT MEMBER GRIEVANCE PROCEDURES**

### **STEP 1**

- a. It is agreed that the resolution of problems may be accomplished verbally before becoming formal. At this informal stage, the technician and the representative should meet with the supervisor/manager concerned and attempt to resolve the issue(s) that caused the grievance. This step is encouraged by both the agency and the TA.
- b. The grievant (and the representative, if used) will meet with the supervisor/manager concerned within thirty (30) calendar days after the technician learns of the matter from which the grievance arose.
- c. The supervisor/manager will respond to the grievant with a decision immediately, if possible, but not later than five (5) work days after the verbal discussion.
- d. The technician must accept or reject the decision of the supervisor/manager within five (5) work days.
- e. If a settlement cannot be verbally agreed upon, the following procedure will be utilized:

### **STEP 2**

The grievance will be prepared in writing and hand carried to the appropriate Director (Vice Air Commander, Director of Logistics, Director of Operations, Director of Support, Executive Support Staff Officer). The grievance and information will be discussed at the time of presentation of the grievance. The appropriate Group Director (Vice Air Commander, Director of Logistics, Director of Operations, Director of Support, Executive Support Staff Officer) will provide a determination of settlement, in writing, to the individual and the TA within five (5) work days.

### **STEP 3**

If the grievant is dissatisfied with the settlement offered at step 2, the grievance may be submitted to the Air Commander. A decision, in writing, will be rendered within ten (10) work days of receipt, to the grievant and the TA.

### **STEP 4**

If the grievant is dissatisfied with the settlement offered at step 3, the grievance may be submitted to the Adjutant General within ten (10) workdays. A decision, in writing, will be rendered within ten (10) workdays of receipt, to the grievant and the TA.

## **19-11 LABOR ORGANIZATION GRIEVANCE PROCEDURES**

### **STEP 1**

- a. The TA representative should meet with the supervisor/manager and attempt to resolve the issue(s) that caused the grievance, through verbal discussion. The meeting will occur within thirty (30) calendar days after the TA learns of the matter from which the grievance arose.
- b. The supervisor/manager will respond to the TA with a decision immediately, if possible, but not later than five (5) workdays after the discussion.
- c. The TA must accept or reject the decision of the supervisor/manager within five (5) workdays.
- d. If a settlement cannot be verbally agreed upon, the following procedure will be utilized:

### **STEP 2**

- a. The grievance will be prepared in writing and submitted to the Air Commander. The event(s) leading to the grievance will be discussed at the time of the presentation of the grievance. An information copy of the grievance as received will be forwarded to the HRO.
- b. The Air Commander will provide a decision, in writing, within ten (10) work days, to the TA representative. An information copy will be provided to the HRO.

### **STEP 3**

If the TA is dissatisfied with the decision at step 2, the grievance will be submitted to the Adjutant General within ten (10) workdays. A decision, in writing, will be rendered within ten (10) work days to the TA.

## **19-12 ARBITRATION PROCEDURES**

- a. The right of appeal which may exist with respect to 32 USC §709, (f), (1) through (5) of Public Law 90-486, shall not extend beyond the Adjutant General.
- b. Arbitration may be used to settle unresolved grievances.
- c. Only the TA or the Agency may invoke the provisions of this section.



- 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.

### **19-13 ARBITRATOR SELECTION**

- a. When arbitration is invoked, the party invoking arbitration may request a list of seven arbitrators from the Federal Mediation and Conciliation Service (FMCS) and concurrently inform the other party of its intent.
- b. Within ten (10) work days of receiving the list, both parties shall meet to select an arbitrator. If agreement cannot be reached regarding the selection of an arbitrator, then the parties will alternately strike the names from the list until only one (1) name remains. The individual's name remaining will be duly selected to hear the grievance.
- c. If either party fails to participate in the selection process, the arbitration action will proceed with requesting party accomplishing the selection. If either party refuses to participate in the scheduled hearing, an ex parte hearing may be held.
- d. The parties agree that 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 19-13 is to allow the parties to select from the remaining names on the list or request a list of seven (7) additional names.

### **19-14 ARBITRATION EXPENSES**

When it is determined to go to binding arbitration, the fees, per diem, and necessary travel expenses of the arbitrator and the transcriptions of said proceedings shall be borne equally by the agency and the TA.

### **19-15 DATE AND LOCATION**

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

### **19-16 FLRA EXCEPTIONS**

The parties understand the Federal Labor Relations Authority has published regulations providing for filing of exceptions to an arbitrators award. The period for filing of exceptions is no later than thirty (30) calendar days from the date the award is served on the parties. The date of service is the date the arbitration award is deposited in the U.S. mail or is delivered in person. It is understood that if no exceptions to an award are filed during this 30 calendar day period, the award shall be final, binding and effective on the thirty first (31<sup>st</sup>) calendar day.

## **19-17 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 20**

### **RADIOS AND TELEVISIONS IN WORK AREAS**

#### **20-1 RADIOS AND TELEVISION**

- a. The agency agrees to allow the playing of personal radios in work areas, i.e., shops, warehouse, and offices, with discretion, as long as they are played in such a manner as to not disturb work or cause a noise disturbance.
- b. Where agency owned media sources are installed, they may be used to monitor current events, news, and for training purposes only. Discretion will be used as to the appropriate use of such media sources.
- c. Cell phones may be used for personal business in areas that consist of authorized or designated break areas, office spaces, outside of buildings, and areas which are not considered industrial work areas. Cell phones, pagers, etc. used on the flight line or in maintenance work areas will only be used for official/authorized business. Cell phones will not be used while actively performing maintenance. The restriction does not apply to personnel performing management duties (e.g. Pro Super, Expeditor). Personnel will also comply with T.O. 00-25-172, AFMAN 91-201, AFI 91-207, AFI 31-218 and aircraft/equipment T.O.'s. Other command/base instructions may dictate additional restrictions.

## **ARTICLE 21**

### **REDUCTION IN FORCE**

#### **21-1 PROCEDURES**

- a. The Agency agrees to make every effort to avoid or minimize a Reduction in Force (RIF). Procedures relating to a reduction in force will be governed by provisions of NGB Regulation TPR 351 and Public Law 95-454. The Agency recognizing the responsibility of the TA, agrees to the terms of this article.
- b. Procedures relating to reduction in force will be governed by Public Law 95-454 and this article. The detailed procedure to effectuate this article will be accomplished in accordance with Article 20 (APPROPRIATE BARGAINING) of this Labor Management Agreement. Further it is agreed between the parties that procedures used by management officials in exercising their authority are negotiable and to that extent the Adjutant General in recognizing the responsibility of the TA to represent the bargaining unit, agrees to negotiate appropriate arrangements for the bargaining unit adversely



affected by implementation of this article.

## **21-2 DEFINITIONS**

- a. Reduction in Force (RIF): 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, transfer of function, or reassignment involving displacement of another technician due to lack of work or funds, reorganization, or the need to make room for a technician exercising restoration rights.
- b. Competitive Areas: The areas within which technicians compete during a reduction in force (RIF) and are described geographically, organizationally, or a combination of both. At the time a RIF notification is received, impact bargaining will take place to determine the portion of the bargaining unit affected.
- c. Competitive Levels: A competitive level consists of all positions within a competitive area, which are in the same service (Excepted or Competitive) and in the same grade 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. Supervisors/managers will not be placed in the same competitive levels as bargaining unit technicians. Non-bargaining unit technicians will not compete with bargaining unit technicians for bargaining unit positions.
- d. Tenure Groups:
  - (1) Group I - Technicians under career/permanent appointment who are not serving on probationary or trial periods.
  - (2) Group II - Technicians serving on probationary or trial periods.
  - (3) Group III - Technicians who have been given indefinite appointments in the excepted service.
- e. Retention Registers: A record which lists competing technicians, in descending order, within their competitive levels, as defined in Section 21-5.
- f. Voluntary RIFs: Voluntary RIFs shall be solicited among the bargaining unit within the competitive area to reduce the overall impact.

## **21-3 HRO RESPONSIBILITIES**

- a. Meet with the TA to explain the need for a reduction in force, and provide all documents and correspondence relative to the RIF action.
- b. After impact and implementation bargaining with the TA, notification of the RIF to the workforce will be in the form of a posted written general notice as far in advance as possible. In any case however, the notice will not be less than (sixty) 60 days. The general notice will contain as a minimum:
  - (1) The established competitive area.
  - (2) The date personnel actions are frozen, i.e., reassignments, promotions, Hiring's, Ratings of Records, etc.
  - (3) POC for counseling.
  - (4) Established date and times for appropriate briefings.
  - (5) Expiration Date.
- c. The parties agree to develop an aggressive placement program to include contact with other

- states, local federal activities, local government and private Employers.
- d. A separate written specific notice will be given to each affected technician to be RIF'd at least 60 days prior to the effective date of the action. This notice will state specific actions and known alternatives to be offered to the individual. Specific notices may run concurrent with a general notice.

#### **21-4 EMPLOYEE'S RIGHTS**

- a. Bargaining unit technicians will be entitled to representation by the TA.
- b. Acceptance of a temporary appointment with Wyoming Air National Guard (WYANG) will not affect a technician's right to be offered permanent employment.
- c. When WYANG decides to fill a vacant position within their respective service from which a technician has been demoted or RIF'd, the former technician will be entitled to their former position, provided the individual meets all appointment requirements in accordance with applicable federal regulations.
- d. In a situation where a technician is offered, and elects to take, a demotion in lieu of a separation, he/she will be entitled to grade/pay retention in accordance with applicable laws and regulation if his/her change to a lower grade has a positive effect on another technician.
- e. A technician affected by a reduction in force will receive a copy of a reduction in force notice. The TA will also receive a copy.
- f. Management may offer reassignment, retraining, and other actions that may be taken to retain career employees.

#### **21-5 RETENTION REGISTER**

- a. (1) Wyoming Technician Service Time Comp Date (tie breaker)  
(2) Service Comp Date (second tie breaker)  
(3) Rating of Record (last three on file)
- b. Recognizing the necessity to establish separate competitive areas for bargaining unit positions and non-bargaining unit positions, the Employer will create separate retention registers within each category. Technicians will compete within their respective categories and will have no impact on each other.

#### **21-6 PLACEMENT ACTION**

- a. The Employer will take positive action to assist employees affected by RIF or transfer of function to be placed within the Wyoming National Guard.
- b. Placement assistance will also include contacts with other states, local federal activities, local government and private employers.
- c. Reemployment Priority List. A reemployment priority list must be maintained for tenure groups I and II employees separated in a RIF. Upon receipt of a specific notice of separation, employees will be placed on this list, but only if they have not declined an offer that preserves a non-temporary, full-time position in their present grade, step, or equivalent salary. Employees will remain on this list for two (2) years, unless they decline in writing, accept a full-time position, or decline the offer of a full-time position in the Federal Government.



## **21-7 APPEALS**

- a. A competing employee may appeal to the Adjutant General when he/she has received a specific notice of reduction in force, and he/she has received a specific notice of reduction in force, and he/she believes that the Employer incorrectly applied the provisions of this contract Article, or applicable Regulation or Law.
  - (1) An appeal may be submitted upon receipt of a specific notice, but no later than thirty (30) calendar days before the effective date of the action.
  - (2) The appeal must be in writing and must include the following information: Name, SSAN, position title, series and grade, position description control number (PDCN), and the place of employment.
  - (3) The appeal must clearly state the reason the employee believes the action affecting him/her is inappropriate, and must show that the Employer failed to comply with the RIF procedures outlined in this Article (e.g., insufficient notice, improper tenure grouping, and errors in service computation date).
- b. Extension of Time Limit. The Adjutant General may extend the appeal time limit when the employee indicates that he/she was not notified of a time limit and otherwise was not aware of it, or that circumstances beyond his/her control prevented him/her from appealing within the time limit.
- c. Decision on Appeal. The Adjutant General will issue a written decision and, where applicable, direct the HRO to take any necessary corrective action. A copy of the decision stating what corrective action will be taken is then forwarded to the employee. The decision of the Adjutant General is final and there is no further right or appeal. A copy of the decision issued by the Adjutant General will be furnished to all interested parties.
- d. Corrective Action. The decision of the Adjutant General may require the HRO to take corrective action as follows:
  - (1) Correct the retention register.
  - (2) Correct the employee's specific notice.
  - (3) Restore the employee to his/her former grade/pay level or one of like seniority, status, and pay when the employee was reduced or separated improperly.
  - (4) Reimburse the employee for all pay lost as a result of any improper RIF action.
- e. When an employee's appeal uncovers an error that does not change the outcome of the RIF, the Adjutant General will correct the error without requiring restoration or recall of the employee or employees involved.

## **ARTICLE 22**

### **POSITION MANAGEMENT PLAN**

#### **22-1 GENERAL**

Positions are established by the NGB based upon established or projected organization needs or upon special request from the various states. Positions are reviewed periodically to determine if there is a valid need for that position, to insure that duties and responsibilities are accurately described, and to

ensure that the position is properly classified. These reviews may be done locally or by NGB. If a review results in a position being rewritten or reevaluated, the grade may stay the same or an upgrade or a downgrade may occur. Additional information contained in regulatory guidelines and this article will be used to ensure equal treatment of all employees covered by this agreement; both are available via electronic media. For most position management concerns, refer to the merit placement plan.

## **22-2 RECLASSIFICATION DOWNGRADE**

Downgrades resulting from reclassification are not adverse actions but are considered classification actions. The supervisor of the affected position will be contacted to arrange a meeting between the HRO, supervisor, and affected employee(s) to discuss the implications and or options available. The TA will be contacted and will be invited to attend this meeting; however classification actions are not grievable. Affected employee(s) will be given as much notice as possible, keeping in mind that the effective date to implement a new position description may be dictated by a higher authority.

Technicians may appeal the grade, title, series, and/or pay plan of the position they officially occupy. Duties and responsibilities of the position cannot be appealed. There must be agreement between the technician and supervisor that the position description is accurate. Appeals must be filed in writing. The HRO determines whether the submission meets the requirements of a classification appeal, furnishes guidance on format and documentation, and assures there is mutual agreement between the technician and supervisor regarding the statement of duties and responsibilities recorded in the official position description.

Supervisors (with assistance from the HRO) will inform technicians of their right to appeal the classification of their positions, resolve questions as to adequacy and accuracy of the duties and responsibilities as stated in the technician's official position description, process the appeal promptly, and inform the HRO of any significant changes in the duties and responsibilities in the position under appeal.

## **22-3 GRADE RETENTION**

A technician who is downgraded as a result of reclassification is eligible for grade retention for a period of two (2) years, if the position has been a higher grade continuously for at least one year. During this period, if a vacancy of equal or intervening grade occurs for which the technician is qualified, the technician will have priority consideration and be offered the position prior to advertising the vacancy. If there is more than one qualified eligible technician in grade retention, the position will be offered to the technician that has been placed in grade retention the longest.

# **ARTICLE 23**

## **EQUAL EMPLOYMENT OPPORTUNITY PROGRAM**

### **23-1 POLICY**

The Wyoming Air National Guard fully supports the requirements of national EEO policy and federal



EEO law. The agency assures equal opportunities for employment, development, promotion and treatment of the Air National Guard technicians. The Agency and the TA agree to cooperate to the fullest in providing equal employment opportunity for all qualified applicants and technicians and to prohibit discrimination based on age, race, color, religion, gender (including sexual harassment), national origin, retaliation, or non-disqualifying disability. Both parties agree to promote and support all programs for equal employment opportunity through a positive and continuing effort.

### **23-2 EEO COMPLAINT PROCEDURES**

Any technician who believes they have been discriminated against in any matter because of race, color, religion, gender (including sexual harassment), age, national origin, retaliation, or non-disqualifying disability) may file an EEO complaint through the statutory procedures by contacting a designated EEO counselor or EEO official for that specific area within 45 calendar days of the occurrence.

### **23-3 COMPLAINTS ALLEGING SEXUAL HARASSMENT**

- a. The Agency and the TA agree that sexual harassment in the workplace will not be condoned.
- b. Reported cases of sexual harassment will receive prompt and THOROUGH ATTENTION.
- c. Any technician who feels they have been the victim of sexual harassment may file a complaint through the statutory procedure by contacting an EEO counselor or EEO official within forty-five (45) days of the occurrence.
- d. The Agency and TA agree to work together to support programs that promote a work place culture that encourages mutual respect and discourages behaviors that demean the individual.

## **ARTICLE 24**

### **AGREEMENT ADMINISTRATION**

#### **24-1 EFFECTIVE DATE**

The effective date of this agreement shall be after execution by the parties and approval by the Head of the Agency, Department of Defense (DOD), Civilian Personnel Management Services/Field Advisory Services (CPMS/FAS). Both dates will be made part of the agreement prior to distribution.

#### **24-2 AGENCY APPROVAL**

- a. The Head of the Agency, Department of Defense (DOD), Civilian Personnel Management Services/Field Advisory Services (CPMS/FAS) shall approve the agreement within 30 days from the date the agreement is executed by the parties if the agreement is in

accordance with the provisions of applicable law, rule, or regulation.

- b. If the Head of the Agency, Department of Defense (DOD), Civilian Personnel Management Services/Field Advisory Services (CPMS/FAS) does not approve or disapprove the agreement within the 30 day period, the agreement shall take effect and be binding on the agency and the TA 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 Head of the Agency, Department of Defense (DOD), Civilian Personnel Management Services/Field Advisory Services (CPMS/FAS), the remainder of the agreement shall take effect as provided by law. The articles or sections of an article not approved by the Head of the Agency, Department of Defense (DOD), Civilian Personnel Management Services/Field Advisory Services (CPMS/FAS) shall later be incorporated as negotiations or appropriate remedies dictate and subsequent approval by the agency.

#### **24-3 AGREEMENT DURATION**

This agreement will remain in effect for three years from the date of approval by the Head of the Agency, Department of Defense (DOD), Civilian Personnel Management Services/Field Advisory Services (CPMS/FAS), or, under the provisions of PL 95-454, section 7114, (c) (3) whichever is applicable or until a new contract is approved by all parties.

#### **24-4 AGREEMENT PRECEDENCE**

Upon approval, this collective bargaining agreement takes precedent over any conflicting provisions in agency regulations that predate, as well as those that postdate this agreement. Provisions of this agreement will be held invalid only by changes in the law, applicable regulation or by mutual agreement of the TA and the agency. Both parties will be required to meet as soon as practical to bring the agreement into compliance with applicable laws and regulations.

#### **24-5 AGREEMENT AMENDMENTS/SUPPLEMENTS**

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. This agreement may be subject to amendments or supplements by the parties during the agreement lifetime as follows:

- a. Representatives of the agency and the TA will meet within 30 days to commence negotiations of the proposed amendment or supplement, unless a later date is mutually agreed upon.
- b. 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 25-2 of this article.



## **24-6 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, unless agreed upon by both parties.
- b. Approximately thirty (30) days prior to the start of negotiations of a new agreement, representatives of the Agency and representatives of the Association of Civilian Technicians will meet to initiate a memorandum of understanding establishing the ground rules for the conduct of negotiations.

### WEINGARTEN RIGHTS NOTIFICATION

Section 7114 (a)(2)(B) of the Civil Reform Act (P/L/95-454) establishes for bargaining unit technicians who are examined by an agency representative in connection with an investigation. In this situation, if the technician reasonably believes that he or she may be subjected to discipline, and if he or she requests union representation, the agency may proceed with examination (if it chooses to do so) only after the exclusive union has been afforded the opportunity to be present.

You should be aware of the following considerations relative to the representation right, which were effective January 11, 1979:

1. The Exclusive union has a right to be present during an examination of a technician conducted by and agency representative in connection with an investigation only when (a) the technician reasonably believes the investigation may result in disciplinary action and (b) the technician requests representation.
2. The law requires that the agencies notify bargaining unit personnel annually of their right to representation during investigatory examinations. Supervisors and other agency representatives are not required to notify technicians of this right on an individual basis before proceeding with an examination.
3. The purpose of the examination is basically to obtain information from the technician. When a union representative is present the technician should be permitted to consult the representative; however, the union representative is not entitled to answer on behalf of the technician or to bargain with management regarding the results of the investigation.
4. This right applies only where a technician is being questions or examined in connection with an investigation; it does not apply to everyday work-related communications between supervisors and technicians, nor to discussions concerning job performance.
5. The right of representative established by P.L. 95-454 applies to technicians in bargaining units, and permits representation only by the union holding exclusive recognition.

Supervisor

Employee

Date

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TAG WY Form 131-E  
24 SEP 01



### WAIVER OF WEINGARTEN RIGHTS

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4. This right applies only where a technician is being questioned or examined in connection with an investigation; it does not apply to everyday work-related communications between supervisors and technicians, nor to discussions concerning job performance.
5. The right of representative established by P.L. 95-454 applies to technicians in bargaining units, and permits representation only by the union holding exclusive recognition.

I \_\_\_\_\_, CERTIFY THAT I AM AWARE OF MY RIGHT TO LABOR ORGANIZATION REPRESENTATION AND WITH FULL KNOWLEDGE, CHOOSE NOT TO HAVE REPRESENTATION. A COPY OF THIS WAIVER WILL BE FURNISHED TO THE LABOR ORGANIZATION.

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(Signature of Employee)

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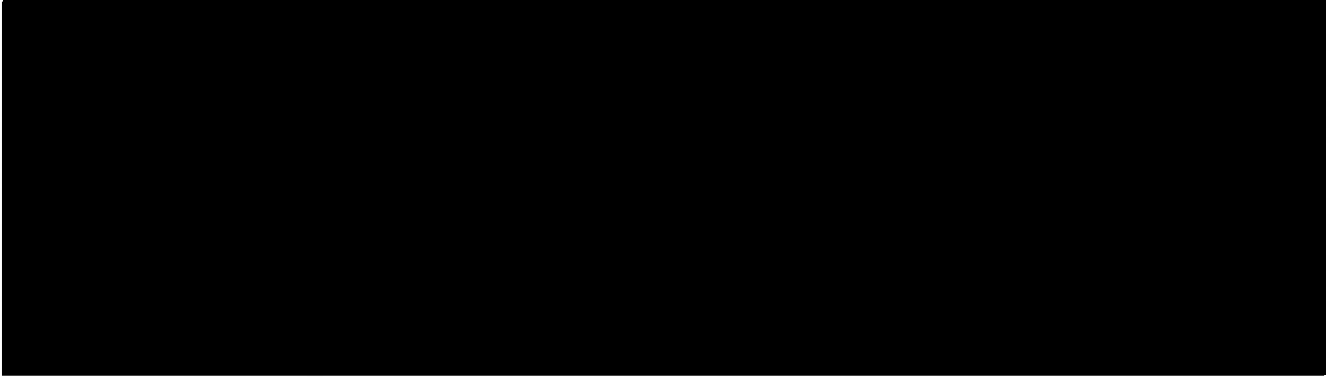
(Signature and Date of Supervisor/Investigator)

TAG WY Form 132- E  
24 SEP 01

**IN WITNESS WHERE OF  
THE PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT  
ON 04 FEBRUARY 2016**

**FOR THE WYOMING MILITARY DEPT**

**FOR THE COWBOY CHAPTER, ACT**



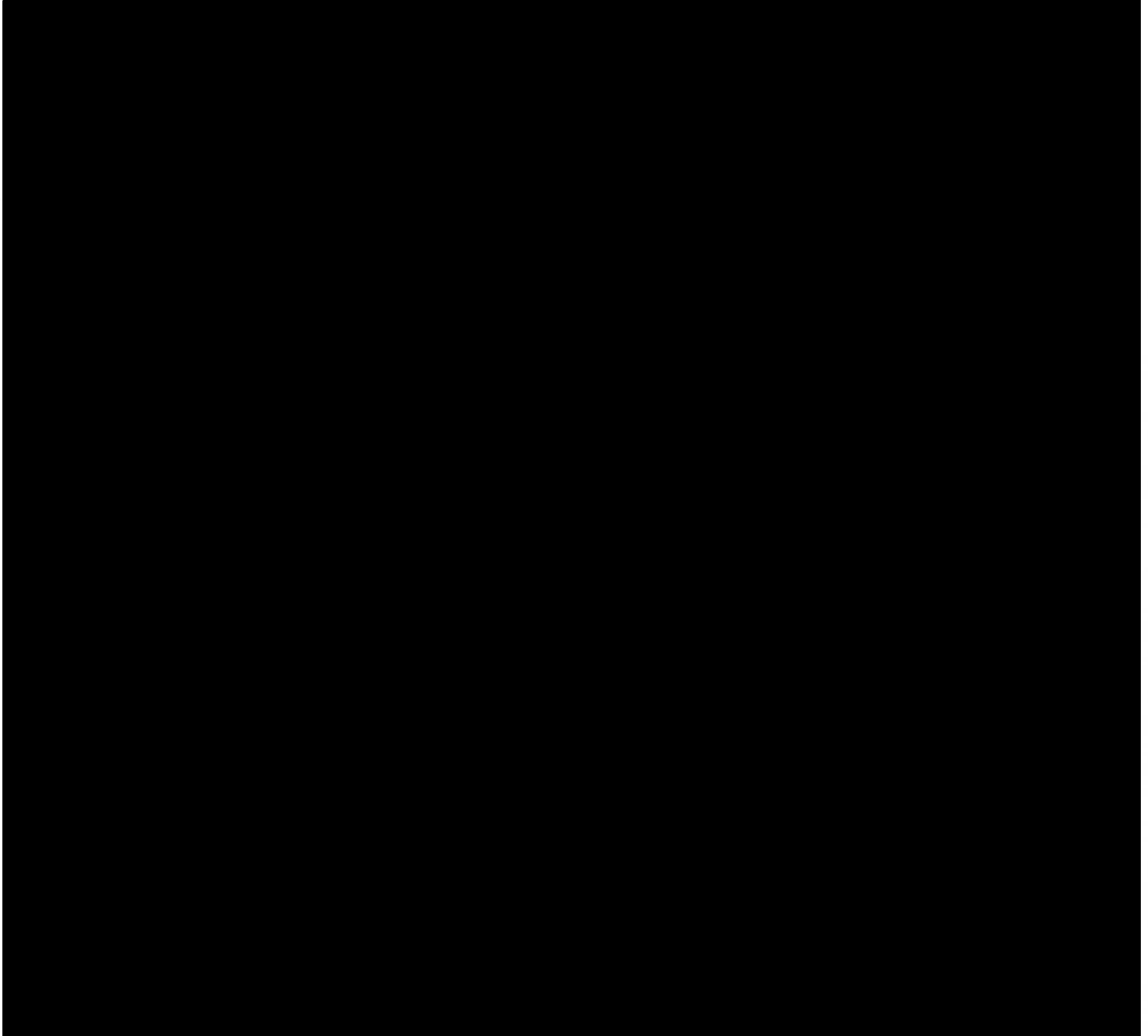
APPROVED BY THE DEPARTMENT OF DEFENSE ON \_\_\_\_\_.



**IN WITNESS WHERE OF  
THE PARTIES HERE TO HAVE NEGOTIATED THIS AGREEMENT  
ON 02 FEBRUARY 2016**

**FOR WYOMING MILITARY DEPARTMENT**

**FOR COWBOY CHAPTER, ACT**



## **ADDENDUMS**

12 Attachments (copies located on Air-Share Point under CBA Addendums):

1. NGB TPR 351
2. NGB TPR 430
3. NGB TPR 630
4. NGB TPR 752
5. WYMD 335
6. WYMD TPR 451
7. WY TPP 532
8. WT TPR 630
9. TAG FORM 15-E
10. TAG FORM 131-E
11. TAG FORM 132-E
12. HRO FORM 904-1