

Collective Bargaining Agreement

between

The Adjutant General of Indiana

&

A.C.T.

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LABOR/MANAGEMENT AGREEMENT

BETWEEN THE

Adjutant General of Indiana

AND THE

Association of Civilian Technicians

PREAMBLE/PREFACE

Pursuant to the policy set forth in Chapter 71 of Title 5 U.S. Code, and subject to all currently applicable statutes, regulations issued by the U.S. Office of Personnel Management, Department of Defense, National Guard Bureau or other higher authority, the following articles constitute an agreement by and between the Adjutant General, Indiana National Guard, hereinafter referred to as the Employer and the Association of Civilian Technicians, hereinafter referred to as the Union/Labor Organization.

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

- 1) Promote and improve the efficient administration of the Federal services and the well being of employees within the meaning of Chapter 71 of Title 5 U.S. Code.
- 2) Provide and improve the highest degree of efficiency in the accomplishment of the mission of the 122^d Fighter Wing, Fort Wayne, IN.
- 3) 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.
- 4) Provide means for amicable discussion and adjustment to matters of mutual interest.
- 5) Promote employee communication and information of personnel policy and procedures.

ARTICLE 1
GENERAL PROVISIONS

1-1 DEFINITIONS:

- A. “Admonition” – To warn, caution or reprove mildly.
- B. “Adverse Actions” – Suspension, removal, reduction in grade or compensation of an employee.
- C. “Agency” – Indiana National Guard.
- D. “Amendment” – Modification of the basic agreement by adding, deleting or changing portions, sections or articles of the Agreement.
- E. “Arbitration” - An issue between parties engages in a dispute or controversy to which an arbitrator is chosen to settle.
- F. “Bargaining Unit” – All wage grade and general schedule technicians employed by the 122d Fighter Wing, with the exception of employees described in 5 U.S.C., 7112(b)(2)(3)(4)(6)(7).
- G. “Collective Bargaining Agreement” – An agreement entered into between Management and the Association.
- H. “Consult” – To meet so as to consider non-binding views or ideas.
- I. “Counseling Session” – An exchange of information guided by Management. It is a private matter between the technician and Management concerning conduct or knowledge or a particular subject. It is not a disciplinary action.
- J. “Days” – Calendar days unless otherwise noted.
- K. “Disciplinary Action” – Letters of reprimand.
- L. “Employee” – An individual employed by the Adjutant General of the State of Indiana under the supervision of the 122d Fighter Wing.
- M. “Employer (Agency)” – The Adjutant General, Indiana National Guard.
- N. “Exclusive Representative” – The labor organization is the exclusive representative of the bargaining unit and is entitled to act for, and to negotiate agreements covering all technicians in the bargaining unit.

- O. “Formal Discussion” – A discussion between one or more representatives of the agency and one or more employees in the bargaining unit or their representatives concerning any grievance or any personnel policy or practices or other conditions of employment.
- P. “Grievance” – Any complaint:
1. by any bargaining unit employee concerning any matter relating to the employment of the employee(s); or
 2. by any labor organization concerning any matter relating to the employment of any employee(s); or
 3. by any employee, labor organization or agency concerning-
 - a. the effect or interpretation, or a claim or breach, of a collective bargaining agreement; or
 - b. any claimed violation, misinterpretation, or misapplication of any law, rule or regulation affecting conditions of employment.
- Q. “HRO” – Human Resources Officer. The designee of The Adjutant General assigned the responsibility to carry out technician personnel functions.
- R. “Labor Organization” – Association of Civilian Technicians.
- S. “LRS” – Labor Relations Specialist
- T. “Management Official” – An individual employed by an agency in a position of which the duties and responsibilities require or authorize the individual to formulate, determine, or influence the policies of the agency. Where language in this agreement refers to specific duties or responsibilities of specific employees or Management officials, it is intended only to provide a guide as to how a situation may be handled. It is agreed that Management retains sole discretion to assign work and to determine who will perform the function required.
- U. “Mission Essential” - Requirements that are paramount to the mission of the entire unit to include the 122d Fighter Wing and the 163d Fighter Squadron. This will not be limited to sortie generation only.
- V. “Negotiate” – Negotiate means to confer so as to compare views in an effort to come to terms or reach an agreement.
- W. “Tax Payer Funded Union Time” - Time granted to employees who are local association Officers, Stewards, or mutually acknowledged representatives to exercise all rights contained in the Agreement and to perform and fulfill all aspects of his or her labor-management obligations, including time authorized and approved by Management to attend and receive any training from appropriate sources to enhance one’s ability in the performance of his or her labor-management relations functions.
- X. “OWCP” – Office of Workers’ Compensation Program (FECA Act)

- Y. “Promotion” – The movement of an employee, while serving continuously within the same agency, to a position at a higher grade level within the same job classification system and pay schedule, or to a position with a higher rate of basic pay in a different job classification system and pay schedule.
- Z. “Promulgated” – Put (a law or decree) into effect by official proclamation.
- AA. “Steward” – An elected or appointed union member who represents the interests of the Union and members covered by the bargaining unit.
- BB. “Supervisor” – An individual employed by Management in the interest of Management to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, prepare performance appraisals, or remove employees, to adjust their grievances or to effectively recommend such action, if the exercise of the authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgement.
- CC. “Technician” – An excepted or competitive federal civil service employee employed by the Adjutant General of the State of Indiana.
- DD. “Union Official” – Chapter officers and representatives. This would include a Union representative appointed in writing.
- EE. “Selecting Official” – The immediate supervisor.
- FF. “Certificate of Eligibles” – A list of qualified applicants referred to the selecting supervisor for consideration for a position.

1-2 CONTRACT PRINTING:

Management will ensure that all Bargaining unit members will have access to the 122d Fighter Wing Air Force Portal page and the internal 122d Fighter Wing SharePoint site for the purpose of reading the agreement. Management will provide a hard copy in book form to any Bargaining unit member upon written request from the member. The Chapter President will receive 10 copies of the contract.

ARTICLE 2
LABOR MANAGEMENT RELATIONS

2-1 RIGHTS AND PRIVILEGES:

There shall be no procedure of policy negotiated in the Agreement that would diminish or impair any right or privilege, which would otherwise be available to any technician in the absence of this Agreement.

2-2 MANAGEMENT'S RIGHTS: 5 U.S.C. Section 7106:

Subject to subsection (b) of this section, nothing in this chapter shall affect the authority of any management official of any agency-

(1) to determine the mission, budget, organization, number of employees, and internal security practices of the agency; and

(2) in accordance with applicable laws-

(A) 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;

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

(C) with respect to filling positions, to make selections for appointments from-

(i) among properly ranked and certified candidates for promotion; or

(ii) any other appropriate source; and

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

(b) Nothing in this section shall preclude any agency and any labor organization from negotiating-

(1) at the election of the agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;

(2) procedures which management officials of the agency will observe in exercising any authority under this section; or

(3) appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

2-3 LABOR ORGANIZATION’S RIGHTS 5 U.S.C. Section 7114:

A. EXCLUSIVE REPRESENTATIVE:

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

B. REPRESENTATION RIGHTS:

An exclusive representative of the local labor organization shall be given the opportunity to be represented at any formal discussion between one (1) or more representatives concerning any grievance or any personnel policies or practices, or other general conditions of employment. The Union has a right to have an individual present at a formal discussion in accordance with 7114(2).

2-4 TECHNICIAN’S RIGHTS 5 U.S.C. Section 7114:

Parties to this agreement recognize that, “each employee shall have the right to form, join, or assist any labor organization, or to refrain from such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right.” Nothing in this agreement shall require an employee to become or to remain a member of a labor organization, or to pay dues to the labor organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.

2-5 INDIVIDUAL RIGHT TO REPRESENTATION:

A technician is not precluded from:

1. Being represented by an attorney or other representative, other than the labor organization, of the employee’s own choosing; or
2. Exercising grievance or appellate rights established by law, rule or regulation, except in the case of grievance or appeal procedures negotiated within this agreement.
3. Prior to discussions that may lead to any disciplinary or adverse actions, the technician may request union representation as outlined in the Disciplinary and Adverse Action article. If the employee requests representation, Management will notify the labor organization of the request, will grant tax payer funded union time for the labor organizations representative to represent the employee, and not question the employee further until either the labor organization representative is present or agreed upon reasonable amount of time after notification and grant of tax payer funded union time has been afforded but the representative has not arrived. If the technician chooses not to have representation, the waiver must be in writing and signed in the presence of a union representative (see Appendix C). The labor organization and management will maintain a copy of the waiver.

2-6 RECOGNITION OF UNION OFFICIALS/STEWARDS:

Management agrees to recognize the elected and appointed officers and stewards duly designated by the Union. Unless so designated by the Union in writing, no technician will be recognized as a Union Officer or Steward. The ratio of stewards shall be one steward for each 40 Bargaining Unit Employees. The Union agrees to provide Management with an annual list of its appointed Officers and Stewards.

2-7 REPRESENTATION AT FORMAL DISCUSSIONS:

Management agrees that the Union has the right to be present at formal discussions/formal meetings between Management and a technician or technicians of the unit. Such discussions must deal with personnel practices and policies and/or matters affecting working conditions, so far as may be appropriate under applicable laws, rules, and regulations. Technicians have the right to union representation prior to any such formal discussions. The Union will be notified of all such meetings affecting working conditions and invited to attend.

2-8 STEWARDS LEAVE

Stewards may be granted preference for use of annual leave within the section; however, it is understood that due to operational necessity, and/or their personal qualification is needed. Management does not guarantee that the steward will be granted leave on the date requested.

ARTICLE 3
IMPACT AND IMPLEMENTATION BARGAINING

PURPOSE

A. Management recognizes the Association's right to initiate Impact and Implementation (I&I) bargaining in accordance with Chapter 71 of Title 5 U.S. Code.

B. Management agrees to provide as far in advance as possible a written notification to the Association of any changes to personnel policies, practices, and/or working conditions, so that the Association may decide whether or not to request negotiation prior to implementation of the change.

C. It is understood that topics of negotiation of a Management initiated change in personnel policy, practice, or condition of employment that is expressly non-negotiable under Chapter 71 of Title 5 U.S. Code will only concern procedures which Management will observe in exercising its rights, or appropriate arrangements for employees adversely affected by Management's exercise of its rights.

D. If request for I&I bargaining has not been received by the Management within ten (10) duty days after receipt of the notice of change, Management will assume the Association's concurrence, and the change will occur as planned.

E. A reasonable amount of taxpayer funded union time will be allotted to the elected officials or stewards of the Association to prepare for I&I bargaining.

F. Management will meet with the Association within ten (10) duty days after the Association's request for I&I bargaining.

ARTICLE 4
WAGE AND COLA SURVEYS

ASSOCIATION PARTICIPATION

The Employer shall notify the Association as soon as practical when information is received that higher authority has directed the start of an official wage survey in this area. When the wage survey lead agency requests the Employer to participate in the wage survey, the Employer will notify the Association who will nominate bargaining unit members for appointment to the wage survey data collection team. The number of personnel to be appointed to the data collection team will be determined by the lead agency. The Employer agrees to nominate to the lead agency at least one representative of the Association to the team.

ARTICLE 5
TAXPAYER FUNDED UNION TIME FOR EXCLUSIVE REPRESENTATIVES

5-1 TAXPAYER FUNDED UNION TIME

A. A reasonable amount of taxpayer funded union time may be made available without loss of annual leave or pay during normal duty hours for employees who are local Association Officers, Stewards, negotiators, or mutually acknowledged representatives to execute their representational functions. "Representational function" means those activities undertaken by Association representatives, who are Employees, acting on behalf of other Employees pursuant to such Employee's right to representation under Statute. The representational functions for Association officials and Stewards include but are not limited to:

1. Serving as an Association representative of an Employee in the investigation and/or representation of the Employee in a complaint/grievance/appeal. This includes preparation for representation.
2. Attending formal meetings or examinations between Management officials and Employees when such meetings are called by Management and meet the criteria found in 5 USC 7114.
3. Participating in arbitration hearings in either a representational capacity or as a witness subject to the provisions of the Arbitration article of this agreement.
4. Consulting with Management officials over grievances, personnel policies or practices, or matters affecting working conditions of unit Employees in the assigned area.
5. Participating in various committees or meetings agreed to in this agreement.
6. Appearing at third party hearings proceedings. In such capacity, Association representatives on taxpayer funded union time shall not exceed the number of individuals designated as representatives of the Employer for such purposes.
7. Preparing and maintaining records and reports required of the Association by federal agencies. Maintaining records and books required to complete IRS records.

B. Taxpayer funded union time for representational functions will be granted in the following manner:

The Association representatives responding to a request for representation will notify their immediate supervisor and obtain permission for absence prior to leaving their assigned area. (The Association understands that extension of the service may cause a delay in the representative's request). Both supervisors involved must be informed of the nature of the request, where the Association official or steward may be reached, and approximately how

much time will be used. The steward/official will conduct his business in a reasonable amount of time, and then return to his workplace. He will notify his supervisor immediately upon his return. It is agreed that the amount of time used will not result in serious interference with assigned work responsibilities of the technician and the representative involved.

C. An employee who is an official or representative of the Association may be excused without charge to leave in order to attend a training session sponsored by the Association, provided the subject matter of such training is of mutual concern to the Employer and the Employee in his capacity as the labor organization representative, and the training is also in the public interest.

1. Each calendar year, the Association will receive a block of 200 hours of taxpayer funded union time to be used for the purpose outlined above. It is agreed upon that Union Officers and representatives of the 122d Fighter Wing attending any training shall be in an official duty status for travel. Additional time may be granted if requested.
2. When such taxpayer funded union time is requested, the Association will furnish the Air Commander a detailed agenda for the training session normally ten (10) working days in advance of the training date.

5-2 RECORDING OF TIME

All taxpayer funded union time by Association representatives will be appropriately recorded and accounted for by the supervisor *or his or her representative*. *

5-3 UNIFORM WEAR

Association representatives are not required to wear the military uniform while performing representational functions or other Association related functions.

**DODCPAS Requested change on 21 March 2019*

ARTICLE 6
LABOR ORGANIZATION BUSINESS OFFICE

- A. **OFFICE:** Management will provide the Association with a private and secure office area. Association business should normally be conducted in the labor organization business office.
- B. **TELEPHONE:** Management, for official Association use, will provide single line base telephone service with voice mail. Management will ensure local area network (LAN) access is provided.
- C. **ENVIRONMENTAL SUPPORT:** The office space will be environmentally supported in the same manner as the rest of the building.
- D. **FURNITURE:** The Association will be afforded the opportunity to inspect and use base office furniture considered excess for its office. All furniture used by the Association will be properly maintained and accounted for.
- E. **RESERVED PARKING SPACE:** Management will provide the Association with two (2) reserved parking spaces--one in close proximity to the office of the Association, and one in close proximity to the work station of the president.
- F. **OFFICIAL USE BULLETIN BOARDS:** The Association will be provided no less than 1/3 of the space on bulletin boards located in common areas of any building at the 122d Fighter Wing for the purpose of posting Union information. This 1/3 area will be designated "For Official Union Use." It will be the Association's responsibility to provide proper marking.

ARTICLE 7
NEW TECHNICIAN PROCEDURES

7-1 PROCEDURES:

The Employer agrees to continue utilizing a checklist to ensure that a technician will be counseled on all aspects of technician employment within one (1) pay period after the effective date of employment. When a new technician is hired in the unit or into a new position, management will provide insurance pamphlets.

7-2 CHECKLIST:

A. After the technician has been counseled, the employee and the counselor will sign the checklist and file it in the supervisor's work folder as a temporary document.

B. Management shall also inform the new technician of opportunities for schooling, training and working policies.

7-3 NOTIFICATION:

The ACT president will be notified in writing of all new bargaining unit technicians, within one pay-period. Newly hired bargaining unit technicians will clear through the ACT president, or designated representative, by using the base clearance sheet. The new technician may accomplish this meeting in a duty status.

7-4 NEW TECHNICIAN RETIREMENT TRAINING:

All newly hired full time technicians will be afforded the opportunity to attend training on the federal retirement system before the completion of their first year as a federal employee.

ARTICLE 8
PERTINENT INFORMATION

8-1 EMPLOYER INFORMATION:

The Employer agrees to make available pertinent Technician Personnel Regulations and additional policies and directives of the agencies (NGB, DOD, and OPM) during normal duty hours. The Labor Organization will also be placed on the direct distribution list for Technician Handbooks and Adjutant General Policy letters concerning technician issues.

8-2 MANNING DOCUMENT:

A. The Employer agrees to furnish the labor organization a copy of the 122d Fighter Wing Bargaining unit list (to include work e-mail addresses) manning document and changes as they occur. The Employer agrees that public law 7106 requires them to notify the Union prior to changing structure that affects the size of the bargaining unit to permit I&I bargaining.

B. 8-2 A. is not meant to preclude the labor organization from receiving a fulltime manning list that includes non-bargaining unit employees when it is requested through a statutory process such as 5 U.S.C §7114(b)(4).

8-3 DISTRIBUTION:

A. A distribution box will be provided to the union office.

B. The Employer agrees to allow the Union to use internal distribution to perform representational duties.

ARTICLE 9
PERIODIC TRAINING/BRIEFING

9-1 EMPLOYEE TRAINING:

Employee Benefits Training shall be conducted by management, provided personnel and funding are available. Training will include the latest information regarding employee benefits, Technicians responsibility as a Federal Technician of the Indiana National Guard, and entitlements and responsibilities under OWCP, and retirement benefits.

9-2 FORMAL TRAINING:

Any formal training offered to 122d Fighter Wing Management to include, but not limited to, personnel performance plans, personnel development, personnel discipline and personnel hiring practices, should also be offered to a sitting union board member. This will allow for an understanding of Management's position on personnel issues. The attending union board member will be in this class only in observation and not in active participation in the offered class.

Any formal local training offered to a union official may be attended by a representative of 122d Fighter Wing Management or State Labor Relations Specialist.

ARTICLE 10
OFFICIAL RECORDS

10-1 UNFAVORABLE INFORMATION IN eOPF:

It is agreed that any record in the Official Personnel Folder, which has not been disclosed to the technician, will not be used as a basis for disciplinary or adverse action. Except as provided by the Office of Personnel Management Regulations, no material of a derogatory nature, which might reflect adversely upon the technician's character or government career, will be placed in the Official Personnel Folder without the technician's knowledge.

10-2 RECORD REVIEW OF eOPF:

Each technician, and/or designated representative who has been so authorized in writing by the technician shall, upon request, be permitted to review any document appearing in his/her electronic Official Personnel Folder. Technicians will be provided copies of documents from their electronic Official Personnel Folder if so requested.

10-3 SUPERVISOR'S EMPLOYEE BRIEF:

The Supervisor's Employee Brief will be maintained by the technician's immediate supervisor in a secured location. When any unfavorable entries are to be recorded on the Supervisor's Employee Brief, the supervisor shall advise the technician and date entries made. If the technician refuses to initial the entry, the supervisor will call a union representative or a witness of the employee's choice to the office to observe the supervisor initialing and dating the entry. The union representative or witness will initial alongside the supervisor's initials. In no instance will this be viewed as the Union's or witness' concurrence or approval of the entry.

ARTICLE 11
TECHNICIAN IDENTIFICATION

11-1 PERSONAL IDENTIFICATION:

Bargaining Unit Employees shall be issued service-specific civilian identification cards upon request.

11-2 AREA SPECIFIC BADGES:

Area specific badges shall be issued with civilian identification (CIV-ENL, CIV-OFF) upon request.

ARTICLE 12
EMPLOYEE ASSISTANCE PROGRAM

12-1 GENERAL:

The parties recognize the importance of programs established for the welfare of employees. The Employer and the labor organization agree to encourage employee participation in appropriate programs. Sick leave may be used for Employee Assistance Programs (EAP) in accordance with applicable directives. The parties agree not to coerce, intimidate or harass the employee after the completion of the rehabilitation program.

12-2 OBJECTIVES:

The objective of the EAP is to identify and assist employees with behavioral or personal problems, which impact work performance or disrupt interpersonal relations with other employees in the immediate work environment.

12-3 TRAINING:

Management will provide a briefing on the EAP during the Union officers' annual training session, when requested.

ARTICLE 13
EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

13-1 POLICY:

A. The Union and Employer agree to comply with all applicable federal, state, and local laws, regulations, rules, directives, and orders, without discrimination because of race, color, national origin, mental or physical disability, religion, age, or sex. The Employer and the Labor Organization agree to cooperate to the fullest in providing equal employment opportunity for all qualified applicants and technicians. Both parties agree to promote and support programs for equal employment opportunity through a positive and continuing effort.

B. Technicians are covered by the Americans with Disabilities Act (ADA) by accommodations as long as they remain qualified within the confines of laws currently governing Technician employment.

13-2 EEO COMPLAINT PROCEDURES:

Any technician who believes they have been discriminated against in any matter may file an EEO complaint through the statutory procedures by contacting an EEO counselor.

13-3 EEO COUNSELOR LISTS:

The Employer agrees to supply the Union with a list of technician EEO counselors as changes occur.

ARTICLE 14
MERIT PLACEMENT AND PROMOTION

14-1 PURPOSE:

This article establishes procedures and provides information for the Merit Placement and Promotion Program covering bargaining unit positions in excepted and competitive areas of the 122d Fighter Wing.

14-2 OBJECTIVES:

A. This article will be used for filling bargaining unit vacancies that the Employer elects to fill at the 122d Fighter Wing and will be used for bargaining unit vacancy promotions and competitive reassignments. The language in Indiana Joint Forces Headquarters Human Resource Directive 18-001 shall be followed, except where noted.

B. To present for the Employer's consideration qualified applicants for bargaining unit vacancies.

C. To bring to the attention of the Employer, on a timely basis, qualified applicants from which to choose for bargaining unit vacancies.

D. To ensure maximum utilization of technicians.

E. To provide an incentive for technicians to improve their performance and develop skills, knowledge and abilities.

14-3 TECHNICIAN RESPONSIBILITIES:

The technicians must ensure that applications for position vacancies are accurate and complete and in compliance with the subject position vacancy announcement for positions being applied for.

14-4 VACANCY ANNOUNCEMENTS:

Vacancy announcements will be posted on the 122d Fighter Wing SharePoint site.

14-5 SELECTION PROCEDURES:

All selections will be reviewed by the Air Commander. If the Air Commander does not concur with the selection, they will attempt to resolve differences with the selecting official. Final decision of the selection action at the airbase location rests with the Air Commander. Following the Air Commander action, the remote designee will forward the selection to the HRO for Appointing Authority approval and processing. Notification by email or memorandum will be used.

14-6 GRIEVANCES:

A bargaining unit technician who believes that proper procedures were not followed in a placement action for which they were an applicant may file a grievance. A grievance will not be considered when it is based solely on non-selection. The Employer, upon receipt of a properly articulated request, shall provide the Chapter President or their designee the opportunity to review data IAW 5 USC Chapter 71, Section 7114 (b)(4).

ARTICLE 15
TECHNICIAN DEVELOPMENT AND TRAINING

15-1 CONSIDERATION OF TRAINING AND EXPERIENCE:

The parties agree the prior training that a technician has received, is important and valuable. The Employer agrees that full consideration of the technician's qualifications resulting from training, experience or schooling shall be given when selecting for details, promotion and temporary duty. Technicians are employed as basically qualified and will be given full credit for their training. A need for additional training may exist to improve the productivity and efficiency of the work force, such as when new equipment or systems are introduced in the work center. Training will be based upon the availability of resources and mission requirements.

15-2 DOCUMENTATION OF FORMAL TRAINING:

A. Management agrees to formally document eight (8) or more hours and any mandatory training on Standard Form 182. The employee shall complete the Standard Form 182 to be forwarded to the supervisor within ten (10) workdays. After receiving the Standard Form 182 from the employee, the supervisor shall complete the Standard Form 182 and forward it to the HRO training staff member within five (5) working days, for credit in the employee's eOPF. Employees will update their training in MyBiz and send training certificates to the HRO Training Manager for verification in DCPDS.

B. Individual Development Planning (IDP): If required, Management and the technician will complete an IDP at the beginning of the fiscal year. The purpose of the planning is to ensure that the appropriate training/development is identified.

15-3 SPECIAL CERTIFICATES:

When a technician's duties require special certification and licensing and a renewal of that certification, Management agrees to provide duty time to take the examination and fund approved costs as certified on the Standard Form 182.

15-4 TRAINING OPPORTUNITIES:

Management agrees that all bargaining unit members will have an opportunity to attend civilian and military service schools or other courses of instruction to improve their job skills or knowledge, if funds are available. Management agrees to provide information on school availability and status, when requested by a bargaining unit member.

15-5 EMPLOYMENT EXAMINATION STUDY TIME:

Bargaining Unit Members required to take examinations related to their official duties will be given reasonable time to study for the examination during duty hours.

ARTICLE 16
POSITION DESCRIPTION

16-1 POSITION DESCRIPTION (PD):

Official Position descriptions (PD) will be an accurate listing of the major duties that is required by the Employer to be performed by the affected technician. When a new or revised PD is implemented, the affected technician(s) will receive the new/amended PD as soon as possible. An additional copy of the PD may be provided to the chapter upon request. Any new performance standards *constructed by the agency will be given to employees as soon as practicable and in accordance with applicable laws, rules and regulations.**

16-2 OTHER DUTIES AS ASSIGNED:

A. The term “other duties as assigned” as part of the position description is included to cover unexpected tasks or situations of an emergency, temporary or developmental nature that arise from time to time in any organization. Generally such duties are related to the job/position usually assigned to that person, but in some circumstances may be completely unrelated. This statement is not intended to cover training requirements, details, or reassignments of personnel to other positions for extended periods of time without proper personnel action, or to avoid proper classification of a position. A technician given an assignment not part of the position description is expected to perform the assignment. When a technician believes that the other duties and responsibilities performed are significantly different from the position description or are assigned frequently, the technician may request that the duties be added to his/ her PD and that Management perform a review of the position description. If the technician is still dissatisfied, the matter may be addressed under the applicable classification appeal procedures. These duties may be equitably distributed among the remaining work force on a fair and equitable basis.

B. Assignment of Other Duties

1. Consideration should be given to the assignment of other duties to all shops/sections at the 122d Fighter Wing to ensure mission accomplishment.
2. Management agrees to provide adequate time to train for other assigned duties in accordance with the Air Force Training Program.
3. Participation in other duties by an employee should be considered during development and completion of their annual performance appraisal with concurrence between the supervisor and employee.
4. Other duties should not be assigned so regularly or reoccurring as to constitute a major duty. Other duties should not be used to circumvent the use of a detail. In these circumstances a desk audit should be requested.

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5. Other duties shall not require a non-supervisor to assume a role of a supervisor. In this circumstance a detail would be more appropriate.

16-3 DEFINITION OF DETAILING OF TECHNICIANS:

- A. A detail is the temporary assignment of technicians to different positions of an equivalent, higher, or lower pay grade, for a specified period of time, with the technician returning to the original position at the conclusion of the detail.
- B. Details are intended to meet temporary workload situations; absences of employees pending authorization and classification of new positions or other types of manpower needs that cannot be met by normal personnel placement actions.
- C. Management officials may detail employees when such action will relieve a temporary shortage of personnel, will reduce an exceptional volume of work, or will enable more effective administration by permitting necessary flexibility in utilizing the work force.

16-4 DETAIL PROCEDURES:

- A. Per Management's discretion, volunteers for details will be considered before non-volunteers are assigned.
- B. When an inadequate number of technicians volunteer for a detail, Management agrees to rotate the assignment among the individuals in the area.
- C. When practical an SF 52 for details will be prepared prior to detailing employees:
 1. Details of thirty (30) days or less will be recorded on Supervisor's Brief.
 2. Details of more than thirty (30) days will be accomplished on an SF 52 with the reason(s) for the detail.
- D. Management should develop and distribute schedules for details assigned to bargaining unit personnel. Deviations to this schedule are authorized in the event of unforeseen circumstances.

16-5 TEMPORARY PROMOTION:

Generally, a temporary promotion is the appropriate way to meet a situation requiring the temporary service of a technician in a higher graded position. Promoting a technician recognizes the increased responsibility and properly compensates them for the level of work being performed. Normally, temporary promotions are not made unless the promotion will last for more than 30 days. In cases where the assignment is for 30 days or less, a detail would be more appropriate.

16-6 JOB ENHANCEMENT:

Considering the details to be performed, Management will ensure that the selection of volunteers allows for equitable opportunities to gain experience and/or training as a result of the detailed assignment. In the case of no volunteers, see 16-4 B.

ARTICLE 17
JOB PERFORMANCE STANDARDS AND PERFORMANCE RATING

17-1 INTRODUCTION:

The Employer and the labor organization recognize the vital nature of the performance evaluation process. The appraisal is the continuing process by which the technician is kept informed of how their performance compares against established performance standards and results in a final performance appraisal at the end of the appraisal period. The procedures for performance evaluations will be administered in accordance with *applicable laws, rules, and regulations*.*

17-2 APPRAISALS OF UNION OFFICIALS:

The time spent by union representatives in the performance of their representational duties will not be taken into account when accomplishing a performance appraisal. The performance appraisal will be based solely on the performance standards established in their performance plan.

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ARTICLE 18 **RECOGNITION SYSTEM**

18-1 PURPOSE:

The Indiana Air National Guard Recognition System is designed to motivate technicians to increase productivity and creativity and to achieve greater efficiency, economy, and improvement of operations. It provides a method for rewarding technicians whose job performance and ideas are substantially above normal job requirements and performance standards, and provides for consideration of performance contributions throughout the Indiana Air National Guard. The recognition system is supported by all levels of Management, and will be administered in a fair, objective, timely and equitable manner.

18-2 CATEGORIES OF AWARDS:

- A. SUGGESTION & INVENTION AWARDS
- B. SPECIAL ACT OR SERVICE AWARDS (e.g., Time Off Award, On-the Spot Cash Award)
- C. SUSTAINED EXCELLENT OR OUTSTANDING PERFORMANCE AWARDS
- D. QUALITY SALARY INCREASES
- E. LENGTH OF SERVICE RECOGNITION
- F. HONORARY AWARDS AND OTHER METHODS OF RECOGNITION

18-3 NOMINATION:

Any employee having direct knowledge of a special act or service resulting in savings and/or benefits to the Indiana Air National Guard may recommend awards to the appropriate supervisor for submission in accordance with proper guidance.

18-4 OTHER METHODS OF RECOGNITION:

Letters of appreciation or commendation may be granted by supervisors for specific instances of above-standard performance or work achievements by an individual technician or a team of technicians that warrant special recognition but does not meet the criteria for a special type award.

ARTICLE 19
REDUCTION IN FORCE

19-1 GENERAL:

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

19-2 PROCEDURES:

Procedures relating to reduction in force will be *administered in accordance with applicable laws, rules and regulations.* *

19-3 DEFINITIONS:

A. Reduction in Force (RIF): RIF occurs when a technician is released from a competitive level by separation, change to lower grade, furlough for more than thirty (30) calendar days, or reassignment involving displacement of another technician, caused by lack of work or funds, reorganization, or the need to make a place for a person exercising reemployment or restoration rights.

B. Competitive Areas: At the time a RIF notification is received, impact and implementation bargaining will take place to determine the appropriate arrangements concerning 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 grade, same service, 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.

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

1. Group I – Technicians under permanent appointment that are not serving on probation or trial periods.
2. Group II – Technicians serving on probation or trial periods.
3. Group III – Technicians who have been given indefinite appointments in the excepted service.

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

1. Once authority for a reduction in force has been received, performance appraisals will be frozen. Receipt of a new performance appraisal will not affect the technicians standing in the current reduction in force.
2. A technicians retention standing will be computed using the following:
 - a. Tenure Group
 - b. Technician Performance Appraisal
 - c. Service Computation Date
 - d. Technician Service Date
3. Technicians with an overall performance rating of “Fail” and are on a Performance Improvement Plan (PIP) at the time a General Notice is posted, may only compete with or displace other technicians on a PIP.

19-4 HRO RESPONSIBILITIES:

- A. The HRO will consult with the Union on all aspects of a RIF.
- B. Provide notification of the RIF in the form of a written general notice as far in advance as possible.
- C. Screen the manning documents to determine which vacancies will be needed for placement action.
- D. Develop an aggressive placement program to include:
 1. Establish re-employment priority lists (RPL) to document separation of individuals and to provide a tool for orderly re-employment consideration.
 2. Technicians who qualify, may be registered for placement in other agencies through the DoD and OPM priority placement programs.
- E. A separate written notice will be given to each affected technician at least 30 days prior to the effective date of the action. This notice will state specific actions and known alternatives to be offered to the individual.

ARTICLE 20
TDY AND TRAVEL

20-1 GENERAL:

Selection of the employees for temporary duty assignments will be based upon official necessity and qualifications of the individual to best perform the mission required without regard to sex, race, religion or national origin. It is agreed when practical that time spent by a technician in travel status away from their duty station, will be performed within the regularly scheduled work week and work hours. So far as necessary in the full performance of their position duties, employees are responsible for responding to temporary duty assignments in the same manner as their permanent duty station. Management agrees to attempt to ensure that problems created by TDY assignments will have a minimal impact on the morale of the technician. Finance office personnel are available to advise, assist the technician regarding travel entitlements and reimbursements during normal duty hours. Per Diem for travel or temporary duty as a technician shall be paid in accordance with the Joint Travel Regulations, Volume II.

20-2 ADVANCE NOTICE:

TDY schedules and sequence of events should be announced as soon as information on the TDY is available, but not less than fifteen (15) work days before required travel. It is acknowledged that there will be specific TDY's or emergency situations where this time limit may not be met due to lack of details, although the information will be made available to the affected technician(s) as soon as possible.

20-3 ASSIGNMENT OF QUALIFIED TECHNICIANS:

Management will determine what qualifications are required based on the mission requirements of a particular TDY assignment. Qualified volunteers for a TDY will be sought and accepted before non-volunteers are assigned. *(Deleted sentence)**

20-4 UNION NOTIFICATION:

A Union officer will be informed of the deployment requirements when four (4) or more technicians are scheduled for deployment TDY.

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20-5 PER DIEM/TRAVEL ADVANCES:

The government-sponsored, contractor-issued travel card shall be used by all U.S. Government personnel (civilian and military) to pay for costs incidental to official business travel. Unless otherwise exempted, all DoD personnel are required to use the travel card for all lodging and rental car expenses arising from official government travel. Government travel cardholders shall obtain cash, as authorized, through automated teller machines (ATMs), rather than obtaining cash advances from a DoD disbursing officer.

Individuals exempted from use of the travel card, for example infrequent travelers that do not travel more than two times per year, are authorized to request an advance from the Finance office of up to 80% of anticipated travel expenses.

20-6 MODE OF TRANSPORTATION:

Technicians will be authorized the method of transportation most advantageous to the government. A technician may request a mode of transportation that is not most advantageous to the government. The technician will be reimbursed according to the elected mode of transportation not to exceed the cost of the transportation most advantageous to the government.

20-7 TRAVEL ORDERS:

A. TDY/Travel orders will be issued to the technician no later than five (5) working days prior to departure to ensure that necessary arrangements for obtaining transportation requests and advancement of per diem allowances can be accomplished during working hours prior to the TDY. It is acknowledged that there may be emergency or unforeseen circumstances. In these situations, travel orders should be issued as soon as possible after the situation is known.

B. TDY/Travel orders will reflect the employees' civilian grade when traveling in a civilian status.

C. Technicians will not be required to travel without published TDY orders, however in those cases where verbal orders are given, the published TDY orders will be transmitted in the most expeditious manner possible to the technician.

20-8 TDY QUARTERS:

A. In accordance with Joint Travel Regulation (JTR), Volume 2, Chapter 2, Part H, technicians will not be directed to use government quarters, be limited to the government quarters cost for lodging reimbursement, or in most circumstances, be told what lodging to use.

B. A technician traveler may voluntarily use/accept, and the government may furnish, accommodations that do not meet minimum standards if the traveler's or Service's needs require use of these accommodations. Involuntary acceptance of substandard accommodations is not required.

C. In accordance with JTR, Volume 2, technicians accepting government quarters are not required to eat in a military dining facility and will be compensated the full meals and incidental expenses per diem rates. Appropriate arrangements will be made prior to deployments to ensure that transportation is available to technicians for meals.

D. The technician traveler is personally financially responsible for any expense accrued by not complying with the JTR.

20-9 COMPENSATORY TIME:

See Article 21, Compensatory Time

20-10 TRAVEL OUTSIDE THE CONTINENTAL UNITED STATES (OCONUS):

Bargaining unit technicians should consult with the HRO Remote Designee prior to deploying OCONUS for leave options available for the deployed location.

20-11 EXCEPTIONS TO THIS ARTICLE:

The Association recognizes that occasions may occur where Management will request exceptions to the JTR government quarters/lodging directives in paragraph 20-8 A. These occurrences will normally be requested due to fiscal restrictions. Government quarters offered by Management will be used only if mutually agreed to by Management and the Association. The outcome of bargaining will not preclude the traveling technician from accepting substandard quarters as long as the technician signs the Waiver to Substandard Quarters for TDY (see Appendix D) provided by management. A detailed description of the government quarters available at the TDY location will be provided at least 30 days in advance, whenever possible, prior to the scheduled TDY. Off-base transportation will comply with safety regulations/laws.

ARTICLE 21 **COMPENSATORY TIME**

21-1 COMPENSATORY CREDIT:

In accordance with current public law, overtime pay is not authorized for National Guard Title 32 technicians. Overtime requests from Title 5 employees will be considered by management on a case by case basis. Authorized time worked in excess of the normal hours of work shall be considered compensatory time. Compensatory time shall be granted for approved work in excess of the normal daily or weekly hours. Fifteen (15) minutes is the minimum period of compensatory time that will be authorized. Effort will be made to schedule compensatory time in one (1) hour increments.

21-2 BASIC WEEK-HOURS OF WORK:

Compensatory time assignments *may be rotated among all qualified technicians in an assigned work center deemed by the agency to be equally qualified for the assignments.* * A register of qualified technicians may be established from which compensatory time assignments shall be made. Except in uncommon or emergency situations, a technician may arrange for suitable qualified replacement for compensatory time assignments, subject to Supervisor approval. The shop steward may consult with the supervisor concerning the assignments of compensatory time in an effort to keep the compensatory time equal among all technicians. Supervisors will not assign compensatory time to technicians as a reward or penalty.

21-3 ASSIGNMENT OF COMPENSATORY TIME:

The supervisor agrees to notify technicians when compensatory work is available as soon as possible after receipt of authorization. *When compensatory time is scheduled, employees concerned will be provided advance notice to the extent possible.* * A technician, who is directed to work compensatory time by a supervisor, will not be responsible for pre-approval of the compensatory time. Management agrees to give consideration to all circumstances including the technician's personal problems, when directing a technician to work compensatory time. Compensatory time should not be used for normal day-to-day operations or be used as an award or penalty.

21-4 CANCELLATION OF COMPENSATORY TIME:

Management agrees to notify the technician as soon as possible when the requirement to work compensatory time no longer exists.

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21-5 CALL BACK COMPENSATORY TIME:

A. Irregular or occasional overtime work performed by a technician on a day for which work was not scheduled for the technician, or for which the employee is required to return to his place of employment, will be compensated at least two (2) hours.

B. Technicians called in to work outside their basic workweek, and/or technicians called back after their basic workday may be excused immediately upon completion of the task they were called in to perform.

21-6 COMPENSATORY TIME FOR TRAVEL:

A. To the maximum extent possible, travel during non-duty hours shall not be required of an employee. When it is essential that this be required and the employee may not earn compensatory time under this chapter, the supervisor shall record his or her reasons for ordering travel at those hours and shall furnish a copy of this statement to the employee concerned.

B. Time spent in travel status away from the official duty station shall be considered hours of work only when:

1. An employee is required to travel during regular working hours.
2. An employee is required to drive a vehicle or perform other work while traveling.
3. An employee is required to travel as a passenger on a one-day assignment away from the official duty station.
4. An employee is required to travel as a passenger on an overnight assignment away from the official duty station during hours on non-workdays that correspond to the employee's regular working hours.
5. An employee is ordered to return to the duty station to report to work at the beginning of the next work day when such an order necessitates travel that does not meet the criteria listed in subparagraphs (1) – (4) above.
6. The travel results from a required event which could not be scheduled or controlled administratively, including travel to such an event and the return to the official duty station.

C. An employee who travels from home before the regular workday begins and returns home at the end of the workday is engaged in normal "home to work" travel; such travel is not hours of work. When an employee travels directly from home to a temporary duty location outside the limits of his/her official duty station, the time the employee would have spent in normal home-to-work travel shall be deducted from hours of work.

D. An employee who is offered one mode of transportation, and who is permitted to use an alternative mode of transportation, or an employee who travels at a time other than that selected by the agency, shall be credited with the lesser of:

1. The actual travel time which is hours of work under this section; or
2. The estimated travel time which would have been considered hours of work under this section had the employee used the mode of transportation offered by the agency, or traveled at the time selected by the agency.

E. Travel which is performed within the regularly scheduled duty hours on a holiday or on a day designated as the “in lieu of” holiday is not compensatory time earned. Required travel within regularly scheduled duty hours on a holiday will be compensated by premium pay.

F. Refer to CNGBN 1408 and CNGBI 1400.25, Vol 630, Enclosure H for examples.

21-7 COMPENSATORY TIME USAGE:

Compensatory time is subject to the same requesting and supervisor approval procedures as that of annual leave. Compensatory time may be utilized in quarter hour or greater increments.

21-8 RETENTION OF COMPENSATORY TIME:

Compensatory time must be utilized within twenty-six (26) pay periods from the time it is earned. Lump sum payments for unused compensatory time are not authorized.

ARTICLE 22
BASIC WEEK - HOURS OF WORK

22-1 BASIC WEEK-HOURS OF WORK:

TAG has established the following schedules of work hours that apply to technicians at the 122d Fighter Wing:

1. “Basic” – Monday-Friday, consisting of eight (8) work hours each day (normally 0730-1600).
2. “5-4-9 Compressed Work Schedule” - The 5-4-9 compressed work schedule refers to five (5) days of work one week, four (4) days the next, consisting of nine (9) work hours each day (normally 0700-1630 Tuesday-Friday and 0800-1630 on the Mondays that are scheduled work days).
3. “4-10 Work Schedule” – Monday-Thursday or Tuesday-Friday, consisting of ten (10) work hours each day (normally 0630-1700).

22-2 BASIC WEEK - POSTING HOURS:

The basic work week, and any deviations thereof, should be posted as far in advance as possible, but will be posted at least two weeks before the start of the administrative work week. Management retains the right to deviate from normal work schedules without providing advance notice when it is determined that Management or the agency would be seriously handicapped in carrying out its functions or costs would be substantially increased.

Complaints or disagreement concerning the changes of individual assignment of tours shall be brought to the attention of Management and the Union representative, for resolution.

22-3 WORK HOURS DEVIATION:

It is understood that in some circumstances (which include support for flying requirements) a deviation from the normal workday or work week may be necessary. Prior to adopting new work schedules, Management will meet with the Association to discuss the feasibility and impact of such changes on the employees. Normally deviations made to published work schedules will be coordinated between supervisor and steward of the personnel involved. Any differences which cannot be resolved will be brought to the attention of the Labor Management Representative.

The above language will not preclude Management from initiating progressive work schedules such as compressed work weeks, in an attempt to maximize efficiency at 122d Fighter Wing, promote employee morale, and contribute to the participation in conserving our Nation’s energy resources.

22-4 BREAKS:

Management shall provide a 15 minute break period for each scheduled period of continuous work that is four (4) hours. Break times will be determined locally by Management consistent with the hours of duty at a specific location. Breaks shall not be scheduled at the beginning or end of a tour of duty, nor may they be accumulated or scheduled continuous with the meal period.

22-5 MEAL PERIOD:

Management shall provide an unpaid one-half (1/2) hour meal period during each workday. The meal period will be consistently scheduled at the midpoint of the duty shift plus or minus one (1) hour. Emergency requirements may preclude granting a meal period. In such unique circumstances, employees' work schedules will be adjusted accordingly and compensatory time provided.

22-6 CLEAN UP TIME:

A reasonable amount of time will be allowed for employees to store, clean, and secure government property, equipment, and tools prior to the end of the workday. Normally, 15 minutes should be allotted.

22-7 SPECIFIC WORK SCHEDULE ASSIGNMENTS:

Management agrees to consider bargaining unit employee requests to work a specific and established work schedule because of personal commitments (e.g., education, childcare, community service).

22-8 TRANSFERRING STEWARDS:

If, due to mission requirements, a shop steward must be transferred or detailed to another work shift, the President of ACT will be advised in order that arrangements can be made to designate another employee of the unit as the Steward. Management retains the right to assign or transfer employees if mission requirements dictate such action.

22-9 TRAVEL TIME:

Whenever possible, travel will be scheduled during the basic work week. It is understood, however, that certain exercises and training assignments may dictate that travel be conducted during time outside the basic work week. Compensatory time will be awarded IAW federal law refer to Article 21.

ARTICLE 23
LEAVE STATUS

23-1 GENERAL:

Management has the responsibility to decide when leave may be taken, and to equitably administer the leave program. If an employee works a scheduled shift for which a differential pay is authorized, any leave taken during that scheduled shift shall include a continuation of differential pay.

23-2 RESTORATION OF DUTIES UPON RETURN:

A technician who has been granted approved leave of absence will, upon its expiration, be restored to duties within the scope of their position, providing the technician reports to work within the limits of the approved leave, unless the technician has been notified of a reduction in force during this period of absence.

23-3 ENTITLEMENT TO RIGHTS AND PRIVILEGES:

A technician, on approved leave of absence with or without pay, shall accrue all rights and privileges. No leave will be accrued in leave without pay status.

23-4 COURT LEAVE:

Court leave is leave with pay for a period of time spent in Federal, State, or Municipal court by a technician for duty as a juror, witness, or for attending court at the direction of the agency. The technician will obtain an attendance slip from the court that will be provided to their supervisor and/or timekeeper in order to verify appearance at the court session. If a technician is a witness in an unofficial capacity for a private party, the absence shall be charged to annual leave, compensatory leave, or leave without pay.

23-5 ANNUAL LEAVE AUTHORIZATION AND APPROVAL:

Approval or request for annual leave will be the lowest level of supervision practical, normally by the immediate supervisor. Annual leave will be approved based on workload and mission requirements. The supervisor agrees to inform the technician as soon as possible whether the leave request is approved or disapproved.

A. Management agrees to make an effort to ensure that use or lose annual leave is scheduled in such a manner the technicians will have the opportunity to take accrued annual leave. When there is a conflict between two (2) technicians of the same work section desiring the same leave period, the conflict shall be decided on a first requested basis.

B. In all instances, leave will be requested and approved in advance. For absences of forty (40) hours or more, Management may require technicians to submit a written request for annual leave in advance of the proposed leave period.

C. In an emergency, leave may be requested by the technician from the supervisor or supervisor's designated representative. In unusual cases, when the notification is not possible, the technician may be charged AWOL/LWOP as appropriate subject to a later change, depending on the circumstances.

D. Consistent with workload and mission requirements, attempts will be made to satisfy the requests of the technicians with respect to granting leave extension while in a leave status.

E. Employees, who are dissatisfied with the administration of their leave, may grieve using the procedure established in this agreement.

23-6 CANCELLATION OF APPROVED LEAVE:

When Management finds it necessary to cancel approved leave due to unusual circumstances, the reason for such action will be explained to the affected technician(s). Upon request by the technician, Management agrees to provide a written explanation for cancellation.

23-7 FAMILY AND MEDICAL LEAVE:

Family and medical leave *will be administered in accordance with applicable laws, rules and regulations.* * The FMLA provides entitlement to twelve (12) workweeks of unpaid leave during any twelve (12) month period. The employee can elect to substitute paid time off for the unpaid leave.

23-8 MILITARY LEAVE:

Military leave is leave granted to government employees for the purpose of performing military duty/training on an annual basis.

23-9 SICK LEAVE AUTHORIZATION AND APPROVAL:

A. The agency shall grant sick leave to an employee when the employee:

1. Receives medical, dental, or optical examination or treatment;
2. Is incapacitated for the performance of duties by physical or mental illness, injury, pregnancy, or childbirth;
3. Provides care for a family member as a result of physical or mental illness, injury, pregnancy, childbirth, or medical, dental, or optical examination or treatment;
4. Makes arrangements necessitated by the death of a family member or attends the funeral of a family member;

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5. Would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by his or her presence on the job because of exposure to a communicable disease; or
6. Must be absent from duty for purposes relating to the adoption of a child, including appointments with adoption agencies, social workers, and attorneys; court proceedings, required travel, and any other activities necessary to allow the adoption to proceed.

This also includes any disease or injury that is contracted while engaged in any military training, even though entitlement to military pay and allowances exist for the same period. It is the responsibility of the supervisor to ascertain whether absences are properly charged to sick leave.

- B. Technicians not reporting for work, due to the reasons cited above, shall request sick leave from the appropriate supervisor or supervisor's designated representative. In unusual cases, when the required notification cannot be met, the technician may be charged AWOL/LWOP as appropriate, subject to a later change depending on the circumstances.
- C. Consecutive days of sick leave will require daily notification unless the technician's physician directs that the technician be excused for a period beyond one (1) week, or the supervisor has approved leave for an extended illness.
- D. Sick leave will be authorized only in bona fide cases and may be granted orally or may require acceptable evidence. It is the responsibility of the appropriate supervisor to ascertain whether absences are properly chargeable to sick leave. Medical certificates may be required for absences in excess of three (3) workdays.
- E. Sick leave may be requested and utilized in time increments of fifteen (15) minutes.
- F. Administrative leave may be authorized for job related medical appointments.
- G. When sickness occurs within a period of annual leave, an agency shall grant sick leave for the period of sickness (subject to restrictions of 5 CFR 630-405).

23-10 SICK LEAVE ABUSE:

Although Management has the right to require an employee to furnish a medical certificate any time there is a question concerning the inappropriate use of sick leave, Management may choose to counsel the technician prior to imposing the requirement for medical documentation.

23-11 EXCUSED ABSENCE FOR VOTING:

Technicians may be excused for a reasonable time to vote or register in Federal, State, county, or municipal elections. Generally, employees are excused from duty to permit them to report for work 3 hours after the polls open or to leave work 3 hours before the polls close, whichever results in the lesser amount of time off.

23-12 LEAVE TRANSFER:

The leave transfer program is a program to donate annual leave to another technician's leave account. When the need arises, the program will be administered in accordance with applicable regulations by the HRO.

23-13 REQUEST FOR LEAVE WITHOUT PAY:

All requests for more than forty (40) hours of LWOP for personal reasons will be submitted in writing through channels to the HRO for approval. LWOP of less than forty (40) hours may be approved by the technician's supervisor.

23-14 DONATION OF BLOOD:

Management may grant a reasonable amount of excused absence to any employee for the time used to donate blood.

23-15 BONE MARROW/ORGAN DONATION:

An employee who is a bone marrow or organ donor is entitled to seven (7) days of paid leave each year to serve as a bone marrow donor. Organ donors may receive up to thirty (30) days paid leave. The length of the paid leave period, of up to a maximum of seven (7) days for bone marrow and up to thirty (30) days for organ donor, will be determined by the civilian medical facility.

23-16 LEAVES OF ABSENCE FOR UNION OFFICIALS:

Workload permitting, Management agrees that when adequate advance written notice is given, an employee of the bargaining unit elected or appointed to a labor organization office, or as a delegate to an ACT activity requiring an extended leave of absence, may be granted annual leave and/or leave without pay. Such leave of absence shall not exceed one (1) year for each application. One-year extensions of such leave of absences may be requested.

23-17 DENTAL AND PHYSICAL EXAMINATIONS:

Examinations are required as a condition of technician employment in the National Guard. Technicians will be excused, without charge to leave or loss of pay, for periodic, baseline, or annual physical examinations as required by the military commander, HRO or safety. Administrative leave may be authorized for physical examinations required for military membership as directed by the agency during regularly scheduled tour of duty hours. This will also apply for dental examinations required for military duty. Documentation must be provided to Management to verify the technician's dental and medical evaluation/examination.

ARTICLE 24 **HEALTH AND SAFETY**

24-1 GENERAL:

Management agrees to make every effort to provide safe and healthful working conditions in compliance with applicable laws and regulation. The Union recognizes its responsibility to encourage all technicians to observe safety policies and procedures. Management will provide appropriate safety training. Appropriate actions to correct the unsafe situation must be taken by both Management and the employees. The Union and technicians may also assist by suggesting methods of improving safety conditions. Management and the Union agree to analyze all situations relating to hazardous exposure, particularly in a cold and heat environment.

24-2 SAFETY FACTORS:

Management has the responsibility to ensure that the working conditions are as safe as possible and that all technicians observe safety rules and procedures. All technicians should report violations and hazards as soon as they are noticed and take appropriate actions to correct the unsafe situation. When necessary to accomplish work in an isolated hazardous area, the work will be accomplished utilizing all available safety rules. The employee should report any unsafe condition to their supervisor.

24-3 HAZARDOUS MATERIAL:

COMMUNICATIONS TRAINING: Management agrees to provide HAZCOM/HAZMAT training in accordance with Federal and State laws and will be implemented in accordance with DoD directives. Safety Data Sheets (SDS) shall be available to the employees affected and be in close proximity and available for the technicians' use.

24-4 PERSONAL PROTECTIVE EQUIPMENT:

A. Management will provide Personal Protective Equipment (PPE) when needed. This equipment will be made readily available for use. Exchange for unserviceable PPE will be at no charge to the employee. PPE required for each work center will be determined by the supervisor after consultation with the Safety Office in accordance with 29 CFR, Sections 1910.120 App. B and 1926.65 App. B and 1910.132-138. Provisions will be made for cleaning and care of the equipment at the facility or another suitable facility at no cost to the employee, so as not to introduce hazards outside the work place. Lockers and/or storage space shall be provided for PPE.

B. Management will furnish at no cost to the technicians, safety eyeglasses to include prescription lenses to technicians who are required by medical prescription to wear glasses, upon furnishing a request and justification, and upon approval of the Base Safety Officer. The technician will furnish a current eyeglass prescription and new prescriptions as their vision changes. Safety glasses inclusive of double-D bifocals for those people that must perform tasks

above eye level. All issued safety glasses broken on the job will be replaced at no cost to the technician. Photosensitive lenses may be requested if desired.

C. If the Bargaining Unit Member states that standard issue equipment or clothing (e.g. APECS, thermal underwear, non-insulated coveralls, winter parka) is insufficient to perform the job in inclement weather, Management and the Association will discuss potential solutions. The Base Safety Office will evaluate the proposed solution IAW 29 CFR. Upon approval by management, organizational funds will be allocated accordingly.

24-5 LIMITED DUTY/DISABILITIES:

A. Consistent with law, rule, and regulation, an employee who has been injured or temporarily incapacitated, but is able to perform limited duty, may be afforded the opportunity to perform alternate duties, at Management's discretion, until they have recovered from the injury or incapacitation. Employees serving in a temporary limited duty status may apply for, and will be considered for promotion, if otherwise eligible.

B. OWCP Continuation of Pay: For any covered incapacitating injury incurred while in a duty status, technicians may be authorized continuation of pay (COP) status for a period not to exceed forty-five (45) days. Early filing of a Worker's Compensation Claim Form CA-1 for an injury/CA-2 for illness/disease is essential to ensure full coverage for any job-related injury or illness.

24-6 IMMINENT DANGER:

A. Applicable safety directives will not be violated in the performance of a technician's duties. Assigned duties that violate safety directives will be brought to the immediate attention of a Management official.

B. The term 'imminent danger' means any conditions or practices in any workplace which could reasonably be expected to cause death or serious physical harm. If a technician perceives 'imminent danger,' they should stop all work; notify their supervisor for an official determination and report. Technicians that exercise this right shall not suffer any sort of reprisal.

24-7 TEMPERATURE RESTRICTIONS:

A. The Union and Management acknowledge the potential of the hazards of working in extreme temperatures, both cold and hot; and, of the necessity for accomplishing mission-related tasks even in the most extreme temperatures. It is each employee's responsibility to maintain and ensure the serviceability of any inclement weather gear that may be issued by Management. It is also the employee's responsibility to utilize inclement weather gear issued by Management only when accomplishing mission related tasks. An employee whose primary duty requires work out of doors, with repetitive and prolonged exposure to extreme temperatures, will be furnished approved inclement weather gear (i.e., total body thermal protection), at no cost to the employee.

B. Management acknowledges that certain extreme temperature conditions could arise, which would preclude the performance of work on a sustained basis. During these situations, the Management will comply with the thermal stress work/rest cycles and, in cases where a gust factor exists, will use the gust factor in determining wind chill. Weather forecasts which potentially influence the effectiveness of the work/rest cycle to accomplish the mission should be considered.

C. Extreme cold:

1. Wind Chill Index/Equivalent Chill Temperature (WCI/ECT) procedures will be managed IAW WI 10-301.
2. No outside washing of aircraft below fifty (50) degrees Fahrenheit.

D. Extreme heat: Heat stress prevention and recommended work/rest cycles will be managed IAW WI 10-301.

24-8 SEVERE WEATHER:

A. Extra caution and risk management (RM) shall be used when aircraft surfaces are wet or covered with snow, frost or ice; when winds are 20 knots or greater; or other adverse environmental conditions exist. Any technician exercising their right of “Imminent Danger” as defined in paragraph 24-6 of this contract, shall not suffer any reprisal.

B. No personnel allowed on top of aircraft if freezing precipitation is present not to include snow.

24-9 TRAVEL TO AND FROM WORK:

An emergency weather condition may prevent or require employees to report to work. Significant emergency situations may induce the declaration of an emergency or disaster by the appropriate state authority. In such circumstance the following guidelines shall be applied.

1. Management and bargaining unit employees are to presume, unless otherwise notified, that their office or activity will be open each regular workday. However, emergency situations occasionally arise that may be beyond the control of management or employees. These emergencies may prevent employees from arriving at work on time, or at all, or create a necessity to dismiss employees during the workday.
2. **Essential Operations:** It may be necessary for certain employees to remain at work or report for work during an emergency situation.
3. **Emergency Assessment:** If an employee not listed on the Mission Critical Emergency list, has a normal commuting route requiring them to drive through any county on the way to work that is under a weather emergency and designated by proper authority as a ‘no-drive county’, the Agency may choose to grant excused absence (i.e. no charge of leave).

24-10 EXCUSED ABSENCE DUE TO WEATHER EMERGENCY:

- A. When a National Guard activity or station must be closed early, or for the entire day, employees will be excused without charge to leave or loss of pay (i.e., excused absence).
- B. When the Adjutant General announces a delayed arrival policy, employees will be granted excused absence for the number of hours designated by the Adjutant General. Employees are expected to report for work no later than the designated number of hours past their normal arrival time. Employees should plan their commutes accordingly.

24-11 SEVERE WEATHER SOURCES AND DISSEMINATION:

Access to timely, accurate weather information and forecasts is essential to safe operation both in the air and on the ground. Severe Weather bulletins and travel warnings will be obtained by all available sources including local radio and television broadcasts.

24-12 TDY SAFETY:

When technicians are sent to repair/retrieve an aircraft or other equipment out of commission at other than home station, full consideration will be given by Management to the method, the means, and the appropriate number of personnel by which such repair should be accomplished, to ensure both expeditious job accomplishment and safety of personnel. Weather condition restrictions in this contract will apply at all TDY locations where 122d Fighter Wing has sole Command and Control.

24-13 EMERGENCY MEDICAL ASSISTANCE:

When medical assistance is available, Management agrees to provide medical assistance to injured technicians. If capable, the employee may request any suitable medical facility for medical emergencies. Immediate medical assistance will be provided without delay if available.

24-14 PHYSICAL FITNESS TRAINING PROGRAM:

Allowing for job requirements, technicians may be permitted to participate in physical fitness programs in accordance with Indiana National Guard Human Resource Directive 14-001.

24-15 ADVERSE WEATHER WING INSTRUCTION

This Article frequently references the 122d Adverse Weather Wing Instruction (i.e. 10-301). To avoid any future conflict, Management recognizes The Association's right to initiate Impact and Implementation (I&I) bargaining in accordance with Chapter 71 of Title 5 U.S. Code with regard to modifications of the Adverse Weather Wing Instruction.

ARTICLE 25
HAZARDOUS DUTY PAY AND ENVIRONMENTAL DIFFERENTIAL PAY

25-1 PURPOSE:

The purpose of this article is to define the situations under which Hazardous Duty Pay (HDP) and Environmental Differential Pay (EDP) is paid to technicians employed by the 122d Fighter Wing. Specific procedures and guidelines are established in 5 CFR Part 532 and 550.

25-2 COVERAGE:

- A. This article applies to all 122d Fighter Wing civilian technicians whether they are employed on a full time, temporary, part time, or intermittent basis.
- B. HDP applies only to General Schedule (GS) technicians.
- C. EDP applies only to Wage Grade technicians.
- D. HDP may not be paid to a technician when the duty has been taken into account in the classification of the technician's position, unless the circumstances of the specific hazards or physical hardships have changed from those identified in the controlling position description.

25-3 POLICY:

- A. HDP and EDP are additional compensation programs available to technicians for actual exposure to various degrees of hazard, physical hardship, and working conditions of an unusually severe nature. Authorization for these differentials does not eliminate the continuing responsibility of all concerned to initiate positive action to eliminate or reduce danger and risk, which contribute to or cause the hazard, physical hardship or working condition.
- B. The existence of HDP and EDP differentials is not intended to condone work practices, which circumvent Federal safety laws, rules or regulations.
- C. When potential hazard or actual discomfort is identified in a work assignment, first consideration must be given to the protection of the technician. Protective measures, which reduce the hazard to the technician and relieve his discomfort, must be made available if at all possible and the application of these measures enforced. The payment of HDP and EDP is a measure, which recognizes that no available means can reasonably be employed to adequately or where appropriate, practically eliminate the hazard or discomfort to reasonably tolerable levels.
- D. Burden of Proof:
In determining eligibility for Environmental Differential Pay (EDP), devices or measures may not be found to have practically eliminated the potential for injury or serious injury unless the agency proves facts justifying the findings by clear and convincing evidence.

25-4 RESPONSIBILITIES:

A. **Technicians:** Each technician is required to work within the realm of sound safety and occupational health practices and procedures that are under his/her control. In those instances where the application of these practices and procedures cannot practically eliminate a hazardous situation, the technician must take positive steps to report the situation, and if appropriate, initiate a request through his/her supervisor to establish an HDP/EDP situation. Requests to establish HDP/EDP situations will utilize Appendix B.

B. **Supervisors:** All supervisors and managers must ensure that safety practices and acceptable work procedures are followed. In those instances where the application of these practices and procedures cannot practically eliminate a hazardous situation, the supervisor or manager must take positive steps to report the situation, and if appropriate, initiate a request to establish an HDP/EDP situation. Upon receipt of a request to establish an HDP/EDP situation, the supervisor must examine the request, provide recommendations, and forward the request using Appendix B within ten (10) working days of receipt. Base personnel that are signatures to the request shall forward the request for EDP within ten (10) workdays to the State EDP Committee.

C. **HRO:** The HRO's responsibility for the Management of the HDP/EDP program has been delegated to him/her by the Adjutant General of Indiana. The HRO shall review and disseminate all appropriate regulations from the Office of Personnel Management (OPM) and the National Guard Bureau as it relates to this article. The HRO will convene a State HDP/EDP Committee to conduct annual evaluations of the HDP/EDP program and the approved requests to ensure that they are current and valid. The local union will have representation in the State EDP/HDP Committee. Upon receipt of HDP/EDP requests, the State EDP/HDP Committee shall meet within fifteen (15) working days for the purpose of recommending the approval/disapproval of the requests. The State EDP/HDP Committee will evaluate all situations and determine if they meet the parameters of the appropriate C.F.R. for approval. The final approval authority for all requests is the HRO.

25-5 HAZARDOUS DUTY PAY (HDP):

Hazardous Duty Pay will be implemented in the 122d Fighter Wing as authorized by Title 5 of the Code of Federal Regulations (C.F.R.), Section 550.901, Subpart I. Accordingly, 5 C.F.R., Subpart I, and Appendix A provides guidance on all aspects of the 122d Fighter Wing's HDP Program.

25-6 ENVIRONMENTAL DIFFERENTIAL PAY (EDP):

Environmental Differential pay will be implemented in the 122d Fighter Wing as authorized by Title 5 C.F.R, Chapter 1, Sec. 532.511. Accordingly, 5 C.F.R. 532 and Appendix A provides guidance on all aspects of the 122d Fighter Wing's EDP Program.

25-7 DEFINITION OF “PRACTICALLY ELIMINATED”:

Practically Eliminated: When a hazard has been eliminated in a practical (sensible) manner.

A situation covered by one or more of the defined categories in Appendix A for 5 CFR part 532 or 550 will be considered “practically eliminated” when the potential hazard has been contained or eliminated by a practical means. The situation would not be considered “practically eliminated” if the hazard is present and equipment, PPE or other devices would put the employee in greater danger or an unusual degree of discomfort to accomplish the required procedure in a timely manner. If the definition shows that a hazard has not been practically eliminated, HDP/EDP would be warranted for the situations defined in 5 CFR part 532 or 550 Appendix A.

25-8 APPROVED SITUATIONS:

A master list of approved and/or disapproved situations will be published annually by the HRO and provided to the Association and Management.

ARTICLE 26
COUNSELING, ADMONITION, DISCIPLINE, AND ADVERSE ACTIONS

26-1 GENERAL:

This article applies to matters concerning disciplinary and adverse actions under Title 32, Title 5, and NGB TPR 752. It is acknowledged that in some cases, disciplinary actions are necessary, however, they are of a constructive nature, seldom punitive, and are not used as a means to harass technician personnel. Conduct may be improved through counseling, admonitions or disciplinary actions. Counseling a technician can normally resolve a problem without the need for disciplinary or adverse action. Disciplinary actions are taken for the purpose of correcting offending technicians, problem situations, and maintaining discipline and morale among other technicians. Adverse actions are used to remove, suspend, or change to lower grade, technicians whose conduct or capacity is such that their removal, suspension, or demotion will promote the efficiency of the service. Disciplinary and adverse actions will be fair and only for just cause.

26-2 COUNSELING/ADMONITIONS:

A. Counseling: This action will consist of a counseling session with the technician and Management. The employee will be advised of the specific infraction or breach of conduct and exactly when it occurred. Counseling is an exchange of information guided by Management. It is a private matter between the technician and Management and has the specific purpose of improving the technician's conduct or knowledge of a particular subject, and is not a disciplinary action.

B. Admonitions: If after counseling the misconduct continues or is repeated, but non-disciplinary action is still appropriate, admonition is warranted. The admonition is written in the Supervisors Work Folder on the Supervisor's Employee Brief for the technician. The employee must be allowed to write on the brief his or her reply to the facts and reasons stated by the supervisor. If the employee replies orally and declines to reply in writing, the supervisor will write on the brief a summary of the reply. The supervisor will state the date on which the admonition and reply will be expunged, absent continuation or repetition of the misconduct. This date may not be more than one year after the date of the admonition. Expungement eliminating all record of the occurrence of the admonition will be accomplished on that date absent continuation or repetition of the misconduct. Unlike counseling, an admonition has more serious intent because it may serve notice that Disciplinary or adverse action may be imminent should conduct not improve.

C. Admonition sessions will be recorded in pencil, on the Supervisor's Brief including date and precise subject matter. The employee will be advised as to what is expected of them in order to correct the problem and that the record may remain for a period up to a year.

D. To protect the confidentiality of the records (Supervisor's Brief) and to preserve the privacy of the individual, records will be maintained in a secured container, excluded from the bargaining unit. Access will be in accordance with the privacy act, to include the employee.

Management, and individuals, to which the employee has given written permission, may also have access to this file.

26-3 DISCIPLINARY ACTION:

A. Formal disciplinary actions consist of written reprimands. Reductions in grade and removal are considered adverse actions since they can affect the pay of the technician and are punitive in nature.

B. Constructive discipline, in order to be effective, must be timely and done as soon as possible after the problem or offense occurs. This includes the time necessary to gather all available facts for an appropriate decision in order to avoid a procedural error, which could later prove harmful to the technician.

C. Written reprimand:

1. May normally be issued by the first line supervisor.
2. Will be coordinated with HRO and cleared for procedural and contract compliance.
3. The employee will be offered the opportunity to have a Labor Organization Representative if so desired before counseling. See Article 26-5.
4. Describes the offense in specific detail to enable the employee to understand why the reprimand is necessary.
5. Informs the employee that the letter will be filed as a temporary document in their Electronic Official Personnel Folder (eOPF) for up to three years.
6. An appeal of a letter of reprimand may be made through the negotiated grievance procedure. A successful appeal/grievance will cause the action to be withdrawn and any record of the action to be deleted.

26-4 ADVERSE ACTIONS:

A. An adverse action is an administrative action that results in removal, suspension, or change to lower grade.

1. There must be a reason for taking an adverse action; that reason is commonly referred to as a “cause” and is defined as “an offense against the management/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 (nexus) between the “cause” and its impact or effect upon the efficiency of the service. For example, the efficiency of the service requires technicians to be present to perform the duties of their positions as scheduled. Therefore, tardiness, AWOL, or failure to request prior approval for leave has an adverse effect on the efficiency of the service.

B. Management agrees that:

1. Technicians will be given adequate notice of proposed adverse action, signed by the individual proposing the action. The technician or the representative will be advised of their right to reply, who to make that reply to, time limits involved, and how to request an extension of time.
2. The technician will be given the original decision signed by the deciding official, stating the specific action to be taken, the appeal rights available, how to appeal, and time limits involved after the employee's response, or after the reply period has ended. Upon receipt of the decision, the employee has fifteen (15) duty days to file for one (1) of the following: an appellant review by the Adjutant General; an administrative hearing conducted by a National Guard Hearing Examiner. Regardless of the appeal method selected, a final decision on the appeal is issued by the State Adjutant General.

C. Technicians requesting an appeal shall state their dissatisfaction and include with the appeal any proof or other supporting documents. The appeal letter will also include whether or not the individual requests representation.

D. Under ordinary circumstances, an employee whose removal or suspension has been proposed shall remain in a duty status in his/her regular position during the advance notice period. When an adverse action is proposed and it is thought to be in the best interest of the government to keep the individual from the work site, Management may take any action determined appropriate. This includes placing the technician in a non-duty pay status during the investigation of the facts up to the time of the effective date of the penalty. If it is learned that the charges are false, or the facts were not as adverse as originally thought, the individual will not have lost any income.

E. When a technician has allegedly committed an act requiring removal, and Management believes that the technician's presence would not be in the best interest of the government, or safety of other employees, Management may propose an indefinite suspension placing the employee on notice leave or investigative leave. This suspension will cover the processing period of the removal action (to include the proposed notice, investigation, reply and decision). Since the indefinite suspension cannot be effective prior to the original decision, which implements it, Management may place the individual in a non-duty pay status until the effective date. The technician has the same rights under the proposed indefinite suspension as they would during any other adverse action.

26-5 REPRESENTATION:

A. Prior to discussions that may lead to disciplinary or adverse actions, the technician has the right to request labor organization representation. If the employee accepts representation, no further questioning will take place until the representative is present. If the technician chooses not to have representation, the waiver must be in writing and signed in the presence of a union representative. The waiver is attached as Appendix C. The labor organization and management will maintain a copy of the waiver.

B. An investigation session will, if representation is requested, be delayed for a reasonable amount of time until the employee(s) representative can be present.

C. Employees shall be granted a reasonable amount of time to prepare, respond and defend against any disciplinary or adverse actions.

26-6 ADMINISTRATION:

A. In any disciplinary/adverse action an employee will, upon written request, be furnished a copy of all written documents in the Management's files which contain evidence used by the Management to support a disciplinary action.

B. No written entry will be made in the employee's files concerning any adverse or disciplinary action without the knowledge of the employee. The employee's initials on the Supervisor's Brief acknowledges that the employee knows that an entry has been made, but in no circumstance will initialing the entry be considered an agreement with the entry or an admission of guilt.

26-7 TIME FRAMES:

All response time frames for the employee in this article may be extended by mutual agreement.

26-8 RIGHTS TO INFORMATION

All rights to information in accordance with Chapter 7114(b)(4) of Title 5 shall flow to the Union representative during all phases of the adverse action.

ARTICLE 27
GRIEVANCE PROCEDURES

27-1 GENERAL:

Grievances must be resolved as promptly as possible in order to correct any problems or misunderstandings that might exist between parties. The employee retains the right to request Labor Organization representation in the grievance procedure or to decline such representation. If the technician chooses not to have representation, that waiver must be in writing. The Labor Organization will be served a copy of this waiver. Technicians may pursue their grievances through each step of the grievance process without fear of restraint, coercion, discrimination or reprisal. Each grievance will be carefully considered on its own merits. The parties may agree to cooperate in a joint fact-finding study to resolve their grievances.

27-2 DEFINITIONS:

“Grievance” means any complaint:

- A. By a technician concerning any matter relating to the employment of the technician;
- B. By the Union concerning any matter relating to the employment of any technician, or;
- C. By the Employee Labor Organization, or Agency concerning –
 - 1. The effect or 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.
- D. The preceding subsections of this section shall not apply with respect to any grievance concerning—
 - 1. any claimed violation of subchapter III of chapter 73 of Title 5 (relating to prohibited political activities);
 - 2. retirement, life insurance, or health insurance;
 - 3. a suspension or removal under section 7532 of Title 5
 - 4. any examination, certification, or appointment; or
 - 5. the classification of any position which does not result in the reduction in grade or pay of an employee.

27-3 REPRESENTATION:

The Union, on its own behalf of the bargaining unit personnel, may present and process a grievance. Bargaining unit personnel may present and process grievances on their own behalf as long as the Union is granted its right to be present during all grievance proceedings to ensure that the adjustments of the grievance are not inconsistent with the terms of the agreement.

Management shall notify the Union of grievance proceedings, under this article, and inform them of the time and place of such proceedings.

27-4 EXCLUSIONS:

It is agreed that this negotiated procedure is a full coverage procedure except for those matters specifically excluded below, and by law (Chapter 71 of Title 5 U.S. Code), from the coverage of this agreement. Matters excluded from the negotiated grievance procedures are:

- A. Retirement, life insurance, or health insurance.
- B. A suspension or removal under Para. 7532 (National Security) of Title 5, U.S.C.
- C. 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. Classification appeals will be done in accordance with appropriate procedures and directives.
- D. An EEO complaint.
- E. Any claimed prohibited political activity.
- F. Any examination, certification or appointment.
- G. Grievances based on termination of employment for temporary, indefinite, or probationary/trial period technicians.
- H. The selection of any position.
- I. Any actions taken pursuant to the provisions of Public Law 90-486 (Technician Act) Section 709 (f) 1-5.

27-5 TAXPAYER FUNDED UNION TIME:

See Taxpayer funded union time --Article 5.

27-6 TIME LIMITS:

Failure of Management to observe time limits specified in this article will automatically advance the grievance to the next step of the procedure. All time limits provided herein may be extended by mutual agreement.

27-7 FORMAL GRIEVANCE:

The following procedures shall be the exclusive procedures available to the bargaining unit technician for resolving grievances:

Step 1 – First Level Supervisor:

A. The grievance will be documented on the Grievance Form in the Appendix and be taken up with the appropriate first level supervisor within forty (40) working days of the incident or when the action giving rise to the grievance became known to the grieving party. This time limit will, upon mutual agreement, be extended upon written agreement.

B. If the grievance is not settled within five (5) working days from the time it was received by the first level supervisor, or if the Grievant is not satisfied with the decision, the grievant may within five (5) working days proceed to Step Two (2). Both the first level supervisor and the Grievant will annotate Block Seven (7) on the Grievance Form in the Appendix.

Step 2 – Second Level Supervisor:

If the grievance is not settled within five (5) working days from the time it was received by the second level supervisor, or if the Grievant is not satisfied with the decision, the grievant may, within five (5) working days, proceed to Step Three (3). Both the second level supervisor and the Grievant, will annotate Block Eight (8) on the Grievance Form in the Appendix.

Step 3 – Group Commander:

If the second level supervisor cannot resolve the grievance, the Grievant may then present the grievance to the Group Commander. An information copy of the grievance will be forwarded to the HRO/Labor Relations Specialist by the Union. The grievance and information will be discussed at the time of presentation of the grievance. If the grievance is not settled within five (5) working days from the time it was received by the Group Commander, or if the Grievant is not satisfied with the decision, the grievant may, within five (5) working days, proceed to Step Four (4). If the Group Commander cannot resolve the grievance, both the Group Commander and the Grievant will annotate Block Nine (9) on the Grievance Form in the Appendix.

Step 4 – Air Commander:

A. The Air Commander will review all material submitted by the grievant and investigate reports made at this step of the grievance procedure and will call for an interview of the grievant and/or the Union representative. All parties cooperate by responding to any requested meeting, and by making every effort to resolve the issue through their discussions.

B. The Air Commander shall provide a determination of settlement, in writing, to the individual and the Labor Organization within five (5) working days. Copies of the written decision will be furnished to the first and second level supervisors, appropriate Group Commander, and the HRO at the same time as a copy is forwarded to the grievant.

C. If the Air Commander cannot resolve the grievance, both the Air Commander and the Grievant will annotate Block Ten (10) on the Grievance Form in the Appendix and proceed to Step Five (5).

Step 5 – Adjutant General:

A. If the Grievant is not satisfied with the decision at Step Four (4), the grievant may, within five (5) working days, present the grievance to the Adjutant General or designated

representative, which will include the previous correspondence and any other pertinent material or information.

B. A decision by the Adjutant General or designated representative, in writing, shall be rendered within five (5) working days to the grievant and the Labor Organization. It is understood that when the designated representative forwards the written decision he/she is signing for the Adjutant General.

C. If the Grievant is not satisfied with the decision of the Adjutant General, the Union or Management may proceed to the Arbitration Article in this agreement within thirty (30) working days. Ensure that Block Eleven (11) on the Grievance Form in the Appendix is annotated by the Adjutant General and the Grievant.

27-8 RIGHT TO INFORMATION:

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

ARTICLE 28
ARBITRATION PROCEDURES

28-1 PURPOSES:

A. Any grievance not satisfactorily settled under the negotiated grievance procedure shall be subject to binding arbitration. Arbitration will be invoked only by Management or the Union. The parties agree to assist the arbitrator by making complete case presentations and by fully laying out applicable laws, regulations, and other precedent cases which are appropriate to the case being heard.

B. 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.

28-2 ARBITRATOR SELECTION:

A. Within five (5) work days from the date of the request for arbitration, either party or both parties together shall request the Federal Mediation and Conciliation Service (FMCS) to provide a list of seven (7) available arbitrators. FMCS will be notified on the request for arbitration panel of any special requirements to include the procedures for arbitration agreed to by the parties in accordance with Section 3 below. The parties shall meet within fifteen (15) workdays after both parties have received the list of arbitrators. If the parties cannot mutually agree upon one of the listed arbitrators, a toss of a coin will determine which party will be selected to strike a name from the list first, with each party alternately striking a name until only one (1) name remains. The remaining arbitrator will be contacted to hear the grievance. The parties agree that if the selected arbitrator is unavailable to hear the grievance within thirty (30) days, the parties may select a new arbitrator using the above procedure. A copy of any material or information furnished to the arbitrator will be given to the other party five (5) working days prior to the arrival of the arbitrator.

B. If either party fails to participate in the selection process, the arbitration action will proceed with the requesting party accomplishing the selection.

C. The parties agree to make known to the Federal Mediation and Conciliation Service the requirements placed on an arbitrator to include the method desired to process the case as detailed under Section 3 below, so that only those arbitrators who will abide by the procedure selected by the parties will be referred.

28-3 EXPEDITING PROCEDURES:

The parties may employ any of the following procedures, upon mutual agreement, in order to expedite an arbitration case. The procedure utilized will depend on the nature of the case at hand

and what will produce a timely decision. Failure of the parties to mutually agree on one (1) of the following procedures will automatically implement procedure six (6) below:

1. Request an arbitration hearing by teleconference.
2. Request arbitration without a hearing by making a joint stipulation of facts and requesting a decision based on the information presented within twenty (20) days after selection of the arbitrator. Prior to the arrival of the list of arbitrators, the parties will meet to explore their respective positions and stipulate, where possible, to an agreement of facts and issues in the case. If the parties fail to agree on a joint submission of the facts or issues for arbitration, each will prepare them separately. The statement of facts and issues will be mailed by the parties jointly or individually to the selected arbitrator before the date of the hearing. A copy of any material or information furnished the arbitrator will be given to the other party.
3. Request the arbitrator give a “grievance granted or denied” award without supporting opinion based upon the submission of the parties within fifteen (15) days after selection of the arbitrator.
4. Request a full arbitrator give a “bench decision” at the conclusion of the hearing.
5. Request the arbitrator to enter into a mediation effort to resolve the issues prior to conducting an arbitration hearing.
6. Request a full hearing with a written award within sixty (60) days after the hearing or submission date of post hearing briefs, whichever is later.

28-4 LOCATION OF THE HEARING:

Arbitration hearings will be held, if possible, on the Management’s premises during the regular day shift hours of the basic workweek. Technicians of the agency who participate in the hearing will be in a technician pay status.

28-5 ARBITRATION EXPENSES:

Expenses incurred for the arbitrator will be shared equally by the Management and the Labor Organization. Arbitration under this article will normally be conducted as oral proceedings with no verbatim transcript; however, either party may file a post-hearing brief. It is understood that in some cases, a verbatim transcript may be necessary, and if so, will be paid for by the party requesting the transcript. If the parties mutually agree that a transcript is necessary, or the arbitrator objects to oral proceedings due to the complexity of the case, the cost will be shared equally by the parties.

28-6 FLRA EXCEPTIONS:

The parties understand the Federal Labor Relations Authority has promulgated regulations providing for filing of exceptions to an arbitrator’s award. The period for filing of exceptions is not later than thirty (30) days from the date the award is served on the parties. The date of service is the date the arbitration award is deposited in the U.S. mail or is delivered in person. It is

understood that if no exceptions to an award are filed during this thirty (30) day period, the award shall be final, binding and effective on the thirty-first day.

28-7 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 29
DUES DEDUCTION AND REVOCATION

29-1 WITHHOLDING FORM:

The Standard Form 1187 for dues deduction will be supplied by the Labor Organization and will be available at the Labor Organization Office and HRO. The Standard Form 1187 written or in electronic form will be used as authorization for payroll deductions for dues.

29-2 PROCESSING:

A. The completed Standard Form 1187 will be given by the Labor Organization to the Civilian Pay Office.

B. The Standard Form 1187 will be completed and certified as to the amount of withholding as established by the National ACT Constitution, and that the member has been advised of the contents of the form. The individual's earliest date of dues revocation will be annotated on the form and initialed by the individual.

C. The Standard Form 1187 may be submitted at any time. Adjustments to dues allotments will occur within two (2) pay periods whenever the member's rate of base pay changes.

D. An allotment shall be terminated when the employee leaves the bargaining unit as a result of any type of separation, transfer, or other personnel action; upon loss of exclusive recognition by the Labor Organization; when the agreement providing for dues withholding is suspended; or terminated by an appropriate authority outside DOD; or when the employee has been suspended from the Labor Organization.

1. When a technician is temporarily promoted or detailed to a position outside of the bargaining unit, Management agrees to automatically reinstate the employee's dues withholding upon return to the bargaining unit. The dues withholding will begin the first partial/full pay period the employee returns to the bargaining unit.
2. It is the individual's responsibility to maintain dues payments, if the employee so desires, in order to protect union associated insurance or other union benefits.

29-3 DUES LIST:

A listing in two (2) copies will be provided to the Labor Organization of those persons from whom a payroll deduction was made. The listing will contain the name of the technicians having current dues withholding allotments on file, the amount withheld from each member's pay, and a statement showing the total amount withheld. Bargaining unit members entering into an unpaid leave status for more than one (1) pay period will remain on the dues check-off listing. The technician's name will be provided on the listing, with indication that no monies were withheld and why. The remittance check and one (1) copy of the listing will be forwarded to the mailing address as designated in writing by the Labor Organization. The second copy of the listing will be provided to the Labor Organization at its local address or distribution point.

29-4 DUES DEDUCTION AND REVOCATION: DUES REVOCATION:

- A. Management agrees to provide the Labor Organization with copies of the Standard Form 1188 (or electronic means) for use in revoking dues allotments. These forms will be available in the Labor Organization Office and Civilian Pay Office for those individuals wishing to revoke their dues withholding. The Standard Form 1188 will be the only form used for dues revocation.
- B. The individual will turn the completed Standard Form into the Civilian Pay Office.
- C. The Civilian Pay Office shall date and initial all copies of the Standard Form upon receipt from individual. The second copy of the Standard Form shall be forwarded by the Civilian Pay Office to the Labor Organization within three (3) working days after receipt of the signed form from the employee.
- D. Dues revocation by a technician shall be effective as of the first pay period after the anniversary date of the technician's commencement of dues withholding, and each March 1st thereafter.

29-5 EXCLUSIONARY PROVISIONS FROM CBA:

- A. The Association and Management recognize that the expiration of the Collective Bargaining Agreement (CBA) 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 CBA or until otherwise changed by mutual, written consent of the parties.
- B. This article may only be terminated by mutual consent of the parties, and in compliance with the requirements set forth in Chapter 71 of Title 5 U.S. Code.

ARTICLE 30
UNIFORMS

30-1 NUMBER OF DUTY UNIFORMS:

Technicians are required by federal statute to wear the military uniform. In doing so, Management agrees that uniforms will be provided by the Indiana Air National Guard in the amount of four (4) sets of duty uniforms for each bargaining unit enlisted technician. This number of uniforms includes the normal military issue of duty uniforms for the technician while they are serving in the capacity of an enlisted traditional Guardsman.

30-2 ACCOUTERMENTS:

All nametags, military rank insignias, and other accouterments shall be provided by Management.

30-3 UNSERVICEABLE UNIFORMS:

Unserviceable uniforms will be traded in for new uniforms on a one-on-one basis as needed *in accordance with applicable laws, rules and regulations.* *

**DODCPAS Requested change on 21 March 2019*

ARTICLE 31
RIDESHARING

31-1 DEFINITION:

Any mode of commuting which does not involve driving alone in one's own personal vehicle.

31-2 PURPOSE:

To save energy Management and the Association should encourage participation in ridesharing by as many employees as possible.

31-3 COMPENSATORY TIME CONSIDERATION:

Bargaining unit members that rideshare with bargaining unit members from the same section should be considered for compensatory time before bargaining unit members who rideshare with bargaining unit members from different sections. Bargaining unit members should declare a primary rideshare status to their supervisor. If there are changes to their primary rideshare status, they should notify their supervisor at the beginning of their shift.

ARTICLE 32
OCCUPATIONAL PHYSICALS AND HEARING TESTS

32-1 MEDICAL SURVEILLANCE PROGRAM:

A. Management understands the importance of a Medical Surveillance Program and will continue testing the health of technicians whose occupation exposes them to various toxic, hazardous, hearing and/or other accumulative hazardous working conditions.

B. These technicians include, but are not limited to:

1. Technicians who work on the flight line and in back shops that produce loud or high frequency noises to include, but not limited to the following:
 - a. Sheet Metal Shop
 - b. AGE Shop
 - c. Vehicle Maintenance
 - d. Engine Shop
 - e. Fuel Cell
 - f. Phase Dock
 - g. Fuel Shop
 - h. Hydraulic Shop
2. All technicians who work in areas that have or work with paints, hydraulic fluids, fuel (fuel tanks), x-rays, radar, and other hazardous materials or agents according to all SDS.

C. All bargaining unit technicians will be given physical/hearing tests as required. The results of these physical/hearing tests will be maintained by the 122MDG on DD Forms 2215/2216. Medical records are for official use only and will not be released to unauthorized personnel.

D. Medical information essential to work site safety will be provided to the supervisor. Personal medical information having no impact on other workers or work site safety will not be required to be provided to the supervisor.

ARTICLE 33
AGREEMENT ADMINISTRATION

33-1 EFFECTIVE DATE:

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

33-2 AGENCY APPROVAL:

A. The head of the Agency shall approve the agreement within thirty (30) days from the date the agreement is executed by the parties--if the agreement is in accordance with the provisions of applicable law, rule, or regulation.

B. If the Agency does not approve or disapprove the agreement within the thirty (30) day period, the agreement shall take effect on the thirty-first (31st) day and be binding on the Employer and the Association subject to the provisions of applicable law, rule, or regulation.

C. In the event that a particular article or section of an article is not approved by the Agency, the remainder of the agreement shall take effect as provided by law. The articles or sections of an article not approved by the Agency shall later be incorporated as negotiations or appropriate remedies dictate, and if required, subsequently approved by the Agency. These articles shall expire on the same date as the basic agreement, unless otherwise specifically provided for.

33-3 AGREEMENT DURATION:

This agreement will remain in effect for three (3) years from the date of approval by the Agency, or under the provisions of Chapter 71 of Title 5 U.S. Code, whichever is applicable.

33-4 AGREEMENT PRECEDENCE:

Upon approval, this collective bargaining agreement takes precedent over any conflicting provisions in Agency regulations which pre-date, as well as those that post-date this agreement.

33-5 AGREEMENT AMENDMENTS/SUPPLEMENTS:

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

1. Either party, during the life of this agreement, may submit proposals for negotiations for the purpose of supplementing this agreement with provisions not covered by or contained within this agreement.
2. Either party may initiate negotiations at the mid-point of this agreement, after service of notice. Either party may introduce up to four (4) articles.

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

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

C. Representatives of Management and the Association will meet within ten (10) days to commence negotiations of the proposed amendment or supplement, unless a later date is mutually agreed upon. No changes other than those specified in the summary will be considered.

D. Approval of an amendment or supplement to the agreement will be accomplished in the same manner as provided for approval of the basic agreement as specified in this article.

33-6 NEGOTIATING A NEW AGREEMENT:

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

B. Thirty (30) days prior to the start of negotiations of a new agreement, representatives of the Employer 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.

ARTICLE 34
ESTABLISHMENT OF A LABOR – MANAGEMENT COUNCIL

Management recognizes the importance of establishing a Labor – Management Council which has resulted in a Labor – Management Forum established at the 122d Fighter Wing. Additionally, the Adjutant General or his designated representative agrees to meet personally with ACT officials to hear local labor concerns on a semi-annual basis.

**APPENDIX A
GRIEVANCE FORM**

1. Date of Incident:	3. Type of Grievance:	4. Employee(s) Involved:
<input type="text"/>	<input type="checkbox"/> Employee Initiated	<input type="text"/>
2. Date of Presentation:	<input type="checkbox"/> Association Initiated	
<input type="text"/>		

5. What/who caused this grievance (Complaint)?

CLICK TO OPEN FILLABLE FORM

6. What action will resolve this grievance (Remedy)? Note: Request for disciplinary action is not an appropriate remedy.

CLICK TO OPEN FILLABLE FORM

Initiator Signature:	Date:	Representative Signature:	Date:
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

OUTCOME OF GRIEVANCE FORM

7. Step 1 - First Level Supervisor:

Comments:

CLICK TO OPEN FILLABLE FORM

Resolution/Determination/Decision:

CLICK TO OPEN FILLABLE FORM

First Level Supervisor Signature:

Date:

Grievant Resolution:

Grievance Resolved?

Grievant Comments:

Yes

No

Grievant Signature:

Date:

OUTCOME OF GRIEVANCE FORM

8. Step 2 - Second Level Supervisor:

Comments:

CLICK TO OPEN FILLABLE FORM

Resolution/Determination/Decision:

CLICK TO OPEN FILLABLE FORM

Second Level Supervisor Signature:

Date:

Grievant Resolution:

Grievance Resolved?

Grievant Comments:

Yes

No

Grievant Signature:

Date:

OUTCOME OF GRIEVANCE FORM

9. Step 3 - Group Commander:

Comments:

CLICK TO OPEN FILLABLE FORM

Resolution/Determination/Decision:

CLICK TO OPEN FILLABLE FORM

Group Commander Signature:

Date:

Grievant Resolution:

Grievance Resolved?

Grievant Comments:

Yes

No

Grievant Signature:

Date:

OUTCOME OF GRIEVANCE FORM

10. Step 4 - Air Commander:

Comments:

CLICK TO OPEN FILLABLE FORM

Resolution/Determination/Decision:

CLICK TO OPEN FILLABLE FORM

Air Commander Signature:

Date:

Grievant Resolution:

Grievance Resolved?

Grievant Comments:

Yes

No

Grievant Signature:

Date:

OUTCOME OF GRIEVANCE FORM

11. Step 5 - Adjutant General:

Comments:

CLICK TO OPEN FILLABLE FORM

Resolution/Determination/Decision:

CLICK TO OPEN FILLABLE FORM

Adjutant General Signature:

Date:

Grievant Resolution:

Grievance Resolved?

Grievant Comments:

Yes

No

Grievant Signature:

Date:

Union or Management:

Is grievant taking complaint to arbitration? Yes No

Does management deem grievance non-arbitrable (state reason below)? Yes No

APPENDIX B

REQUEST FOR HAZARDOUS DUTY OR ENVIRONMENTAL DIFFERENTIAL PAY FOR DETERMINATION

Double-click the following picture for an electronic/fillable Request for Hazardous Duty or Environmental Differential Pay for Determination Form:

APPENDIX B

**REQUEST FOR HAZARDOUS DUTY OR
ENVIRONMENTAL DIFFERENTIAL PAY FOR DETERMINATION**

TO: **FROM:**

The Adjutant General of Indiana

The following local work situation is submitted in accordance with LMA, Hazardous Duty and Environmental Differential Pay Article, for determination of entitlement to differential pay under provisions:

Hazardous Duty Differential	Environmental Pay Differential
1. Is there an identical HDP/EDP work situation at/near the immediate location/work site?	
Yes (provide an explanation)	No Unknown
2. Is there an identical HDP/EDP work situation elsewhere in Indiana that you are aware of it?	
Yes (identify the location/work site)	No Unknown
Indicate the classification and grade levels of the technicians performing the work.	
3. Indicate the applicable technical instructions covering the work situation.	
4. List the applicable safety regulation(s) covering the work situation.	
6. Has there been a safety or environmental health report prepared for the situation?	
Yes (provide copy as attachment)	No Unknown
7. What is the approximate length of time the situation is expected to exist?	
Months	Years Indefinitely

APPENDIX C

WAIVER TO REQUEST UNION REPRESENTATION

I, _____, hereby waive my right to Labor Organization Representation by a Representative of the Association of Civilian Technicians, Chapter 72, as afforded to me by the current CBA, Article 2-3, Paragraph B, Article 26-5, Paragraph A, and 5 USC Chapter 71, Section 7114(a)(2)(B).

Employee Signature

Date

ACT Witness

Date

This signed waiver will be maintained by ACT Chapter 72 and Management.

