

LABOR- MANAGEMENT AGREEMENT
BETWEEN
THE ADJUTANT GENERAL OF ARKANSAS
AND
THE LABORERS INTERNATIONAL UNION OF
NORTH AMERICA (LIUNA)
LOCAL 1776

November 18, 2015

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PREAMBLE

This agreement is executed between the Arkansas Army National Guard (AR ARNG), hereafter referred to as the “employer” or “Agency,”¹ by and through the Adjutant General (TAG) of Arkansas, and the Laborers International Union of North America (LIUNA), hereafter referred to as the “Union,” and collectively referred to as the “Parties.” The agreement is made for all non-supervisory and non-managerial Army National Guard Technicians employed by the Arkansas Army National Guard (AR ARNG), hereafter referred to as “Technicians” or “Employees.”

The Parties recognize the mutual benefits to be derived from the maintenance of a strong, progressive and professional AR ARNG that strengthens the existing bond among AR ARNG, Technicians and the community to which AR ARNG serves. The Parties also recognize that

¹ When used throughout this agreement the terms “Selecting Official”, “supervisor”, “Manager” or “HRO” are also generic references to the agency, or employer’s representatives, and do not assign work to specific individuals. All other terms used within this agreement shall have the meaning ascribed to them as per Federal Court Decisions, United States Code, Federal Labor Relations Authority Decisions, Code of Federal Regulations, Office of Personnel the agency, National Guard Bureau Technician Personnel Regulations, or Blacks’ Law Dictionary. Whenever a dispute arises as to the meaning of a particular term, the Parties will attempt to reach agreement by referencing the sources cited above, in that specific order.

cooperation encourages practices and performance that promote efficient and safe operations. The Parties to the negotiation do affirm that a successful negotiation requires modification of many traditional roles and methods to enhance an effective, efficient and responsible organization.

The Parties agree to work together to resolve problems by developing solutions to better serve the AR ARNG customers, accomplish the mission, and improve working conditions through a spirit of cooperation that involve non-military aspects of employment. All efforts will be made to ensure a full day's work on the part of all Technicians within the AR ARNG, improve the quality of Technician's work product and encourage Technician submission of constructive work improvement and cost reduction ideas.

The Parties recognize that it is in their mutual interest that the Agency, the Union, and Technician relationships are strong and viable. Therefore, all parties are committed to carrying out the letter and spirit of this Agreement and to building and maintaining a good working relationship. In this spirit we agree that the collective bargaining agreement:

1. Promotes harmonious relations between the Agency and the Union.
2. Provides for an equitable and peaceful procedure for the resolution of differences.
3. Establishes good faith collective bargaining negotiations between the parties.
4. Supports the development and implementation of modern and progressive work practices to facilitate and improve organizational performance and the efficient accomplishment of Agency operations.

As a result, the Parties hereto agree within the intent, spirit, and meaning as follows:

ARTICLE 1 - RECOGNITION AND UNIT DESIGNATION

Section 1.1 – Recognition and Included Positions

In accordance with the Federal Labor Relations Authority (FLRA) Amendment of Recognition Case Number DA-RP-80029 dated May 6, 1999, LIUNA is the exclusive representative for all non-supervisory and non-managerial Army National Guard Technicians employed in the of the AR ARNG bargaining unit.

Section 1.2 - Excluded Positions

1. Excluded from the Bargaining Unit are the Agency officials, Supervisors (as defined in 5 USC 7103(a)(10)), Management Official (as defined in 5 USC 7103(a)(11)), Confidential Employee (Technician) (as defined in 5 USC 7103(a)(13)), Personalists, employees (Technicians) engaged in personnel work in other than a purely clerical capacity, Confidential employees (Technicians) as defined in 5 USC 7112(b)(3), National Security Personnel (as defined in 5 USC 7112(b)(6)), Investigators/Auditors (as defined in 5 USC 7112(b)(7)), and Administering a relations statute, any employee who is engaged in administering any provision of law relating to labor management relations, (as defined in 5 USC 7112(c)).

2. The Parties agree that as a result of reductions, reorganizations, reclassifications, and changes to the Agency's mission, it may become necessary to modify the bargaining unit status of a Technician's position that is not normally covered by one of categories listed in Paragraph 1 (above). The Employer will notify the Union when it determines to change a given positions bargaining unit status. If the Parties are unable to resolve a dispute over whether a given position is included or excluded from the bargaining unit, the matter will be referred to the FLRA in accordance with law, regulation and this agreement. The position in dispute will not be moved until a final resolution is achieved between the Agency and Union or a resolution at the FLRA.

3. The Parties understand that the movement of an individual technician from a position that is included in the bargaining unit to a position excluded from the bargaining unit is not subject to this provision.

Section 1.3 - Bargaining Unit employees

The Agency shall provide to the Union, upon identification of a particularized need, a list of bargaining unit employees showing the name, pay plan, series, grade, position title, and organization. The Union will safeguard this information against unauthorized access.

ARTICLE 2 - PURPOSE

Section 2.1 – Purpose of Agreement

1. The purpose of this contract is to identify the Parties to this agreement, define their responsibilities under the agreement, and to state the non-military personnel policies and practices and matters affecting non-military conditions of employment as provided by this agreement and applicable laws and regulations.

2. It is intended that this agreement will meet the following purposes:

a. To promote programs designated to assist the Agency and employees in achieving their acknowledged and recognized objectives.

b. To promote the highest degree of efficiency, morale, and responsibility to the AR ARNG.

c. To provide for the prompt adjustment of any differences arising between the Parties on matters covered by this agreement.

d. To promote harmonious Labor/the Agency relations between the Agency and its employees.

e. To promote and provide a safe and healthful work environment consistent with mission requirements.

Section 2.2 – Distribution of Contract

1. The contract will be made available electronically on the AR ARNG official public/internal access internet site.
2. The Union will make the contract available on their internet, and will also provide a printed or other type of media, copy of the contract if an employee should require it.

ARTICLE 3 - DURATION AND CHANGES TO THE AGREEMENT

Section 3.1 – Effective Date

Providing that the Defense Civilian Personnel Advisory Service (DCPAS) approves the body of this agreement, the effective date of the contract shall be thirty-one (31) days after execution by the Parties hereto. Both dates (execution and approval) will be made a part of the agreement prior to distribution.

Section 3.2 – Agency Approval

1. DCPAS shall approve the agreement within thirty (30) days from the date the agreement is executed by the Parties, provided the agreement is in accordance with the provisions of applicable law, rule, or regulation.
2. If DCPAS neither approves nor disapproves the agreement within the thirty (30) day period, the agreement shall take effect and be binding on the Agency and the Union on the thirty-first (31st) day, subject to provisions of applicable law, rule, or regulation.
3. In the event that a particular article, or section of an article, is not approved by DCPAS, the remainder of the agreement shall take effect. The article or section of articles, not approved by DCPAS will be incorporated into the contract after negotiations or appropriate remedies are reached by the Parties and only after subsequent approval by DCPAS.

Section 3.3 – Agreement Duration

This agreement will be effective for three (3) years from the date of approval by DCPAS, or, under the provisions of 5 USC Section 7114, (c)(3) whichever comes first.

Section 3.4 – Agreement Amendments/Supplements

This agreement may be subject to amendments or supplements during the agreement duration under the following procedure:

1. At any time, by mutual consent, for the purpose of amending or providing supplements to this agreement.
2. A request for an amendment or supplement to this agreement by one party shall be submitted in writing to the other party, setting forth the proposed change to the labor/the Agency Agreement.
3. Representatives of the Agency and the Union will meet within thirty (30) days of the written

proposal, to commence negotiations on the proposal, unless a later date is mutually agreed upon.

4. Approval of an amendment or supplement to the agreement will be accomplished in the same manner provided for approval of the basic agreement as specified in Section 3.2 of this Article.

Section 3.5 – Renewal of Agreement

Barring any changes, proposed changes, or pending negotiations related to the provisions of Section 3.6 of this Article, the contract will be automatically renewed for a period of one (1) year to take effect immediately following the expiration of the current three (3) year period and will be renewed for one (1) year each year thereafter.

Section 3.6 – Negotiating a New Agreement

Should either party wish to change the agreement prior to automatic renewal provisions in Section 3.5 of this Article, the following shall apply:

a. Negotiations for a new agreement will commence no earlier than one hundred and five days (105) nor later than sixty (60) days prior to the termination of the current agreement, unless.

b. Sixty (60) days prior to the start of negotiations of a new agreement, representatives of the Agency and representatives of Union will meet to initiate a memorandum of understanding (MOU) establishing the ground rules for conduct of negotiations.

Section 3.7 – Termination of Agreement

This Agreement may also be terminated by mutual consent of both Parties, or at any time it is determined and established that the Union is no longer entitled to Exclusive Recognition under Chapter 71 of Title 5 U.S. Code.

ARTICLE 4 - MANAGEMENT RIGHTS

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

4.2 Management Rights: The employer retains the right:

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

b. In accordance with applicable laws –

1. to hire, assign, direct, lay off, and retain employees in the Agency, or to

suspend, remove, reduce in grade or pay, or to take other disciplinary action against such employees;

2. to assign work, to make determinations with respect to contracting out, and to determine the personnel by which Agency operation shall be conducted;

3. with respect to filling positions, to make selections for appointments from:

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

(b) any other appropriate source; and

4. to take whatever actions may be necessary to carry out the Agency mission during emergencies.

c. 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.

ARTICLE 5 – EMPLOYEE RIGHTS

Section 5.1 - Awareness

The Agency and the Union will ensure:

a. employees are fully aware that the provisions of this contract prevail in the workplace.

b. this contract receives the widest possible dissemination.

c. employees will receive educational sessions regarding the contents and applicability of the contract.

Section 5.2 - Official Personnel Files

An employee's official personnel files will be made available for review in a timely manner. Employee will access MyBiz for SF 50 and completed appraisals. All other information can be requested from the Human Resources Office.

Section 5.3 - Conduct and Right to Privacy

1. An employee is accountable not only for the performance of their official duties, but also for compliance with the Standards of Conduct for Federal employees.
2. Neither the Agency nor the Union will coerce or in any manner require employees to invest their money, donate to charity, or participate in activities, meetings or undertakings not related to their performance of official duties.
3. Any search of employer issued equipment in conjunction with an investigation shall be conducted in accordance with applicable DoD regulations and current AR ARNG Activity directives.
4. Searches related to disciplinary actions, the search of work areas must be reasonable in scope, balancing the employee's expectation of privacy against the Agency's need to supervise and operate the workplace. Absent employee consent, searches must be based on a reasonable suspicion and the employee may request a Union representative be present at the search.
5. In the case that the employee is unable to be present, a Union representative will be present provided that the supplying of such representative by the Union shall not unduly delay the search or impede the purpose for which the search is conducted.

Section 5.4 - Representation

1. Employees have a basic right to representation in matters regarding conditions of employment, working conditions, and matters that could have an adverse impact or effect on their employment, such as disciplinary actions.
2. The Parties agree of the importance to ensure that employees are aware and understand their Weingarten Rights and their rights to have and retain representation. Further, the Parties agree to the following:

a. The Agency will inform all employees of their right to Union representation (Weingarten Right) IAW 5 USC § 7114:

(1) A labor organization which has been accorded exclusive recognition is the exclusive representative of the employees in the unit it represents and is entitled to act for, and negotiate collective bargaining agreements covering, all employees in the unit. An exclusive representative is responsible for representing the interests of all employees in the unit it represents without discrimination and without regard to labor organization membership.

(2) An exclusive representative of an appropriate unit in an Agency shall be given the opportunity to be represented at:

(A) any formal discussion between one or more representatives of the Agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment; or

(B) any examination of an employee in the unit by a representative of the Agency

in connection with an investigation if—

(i) the employee reasonably believes that the examination may result in disciplinary action against the employee; and

(ii) the employee requests representation.

(3) Each Agency shall annually inform its employees of their rights under paragraph (2)(B) of this subsection.

(4) Any Agency and any exclusive representative in any appropriate unit in the Agency, through appropriate representatives, shall meet and negotiate in good faith for the purposes of arriving at a collective bargaining agreement. In addition, the Agency and the exclusive representative may determine appropriate techniques, consistent with the provisions of section 7119 of this title, to assist in any negotiation.

(5) The rights of an exclusive representative under the provisions of this subsection shall not be construed to preclude an employee from—

(A) being represented by an attorney or other representative, other than the exclusive representative, of the employee's own choosing in any grievance or appeal action; or

(B) exercising grievance or appellate rights established by law, rule, or regulation; except in the case of grievance or appeal procedures negotiated under this chapter.

(b) The duty of an Agency and an exclusive representative to negotiate in good faith under subsection (a) of this section shall include the obligation—

(1) to approach the negotiations with a sincere resolve to reach a collective bargaining agreement;

(2) to be represented at the negotiations by duly authorized representatives prepared to discuss and negotiate on any condition of employment;

(3) to meet at reasonable times and convenient places as frequently as may be necessary, and to avoid unnecessary delays;

(4) in the case of an Agency, to furnish to the exclusive representative involved, or its authorized representative, upon request and, to the extent not prohibited by law, data—

(A) which is normally maintained by the Agency in the regular course of business;

(B) which is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining; and

(C) which does not constitute guidance, advice, counsel, or training provided for

management officials or supervisors, relating to collective bargaining; and

(5) if agreement is reached, to execute on the request of any party to the negotiation a written document embodying the agreed terms, and to take such steps as are necessary to implement such agreement.

(A) An agreement between any Agency and an exclusive representative shall be subject to approval by the head of the Agency.

(B) The head of the Agency shall approve the agreement within 30 days from the date the agreement is executed if the agreement is in accordance with the provisions of this chapter and any other applicable law, rule, or regulation (unless the Agency has granted an exception to the provision).

(C) If the head of the Agency does not approve or disapprove the agreement within the 30-day period, the agreement shall take effect and shall be binding on the Agency and the exclusive representative subject to the provisions of this chapter and any other applicable law, rule, or regulation.

(D) A local agreement subject to a national or other controlling agreement at a higher level shall be approved under the procedures of the controlling agreement or, if none, under regulations prescribed by the Agency.

(E) The Agency will provide the Union with a list of all **newly hired bargaining unit employees** on a reasonable basis. The list will include name, position and organization.

(F) The Agency and the Union will both brief new employees at their respective new hire orientation on Weingarten Rights and rights to representation.

(G) The Agency shall grant 15 minutes of Official Time annually to Union representatives and/or shop stewards at each work location for the purposes of briefing all employees of their Weingarten Rights and rights to representation.

3. An employee who requests to have representation must do so in writing and must include the representative's name and contact information. Furthermore, an employee may request that all communication be made with or furnished to their representative. When this choice is made, the Agency proceeds under the premise that all communication with the representative reaches the employee.

4. Consistent with law and regulation, the Agency may provide legal representation, within the purview of applicable State and Federal Law, for those employees who, within the scope of their official duties, are accused of violating a law.

Section 5.5 - Right to Organize and discuss Matters of Concern

1. Each eligible employee shall have the right to form, join or assist the officially recognized Union, or to refrain from any such Activity, freely and without fear of penalty or reprisal. Each

eligible employee shall be protected in the exercise of such right in accordance with 5 USC §7102.

2. Nothing in this agreement shall require an employee to become or remain a member of the Union, or to pay money to the Union except pursuant to a voluntary written authorization by a member for the payment of dues through payroll deductions in accordance with 5 USC §7115 .

3. The employee shall not be disciplined nor otherwise discriminated against based on having filed a formal grievance, complaint, or for giving testimony under Title VII CSRA 1978.

4. No employee shall be precluded, regardless whether or not he is a member of the Union, from bringing matters of personal concern to the attention of appropriate officials under applicable law, rule, regulation, or published policy; or from choosing his own representative for an appellate or grievance action based on law, regulation, or this agreement.

Section 5.6 - Employee Treatment

1. All AR ARNG employees deserve to be treated with common courtesy and consideration.

2. Counseling and warning sessions involving employees should be conducted privately in a manner that provides professional feedback to the employee.

ARTICLE 6 - UNION RIGHTS

Section 6.1 - Recognition and Representation

1. The Agency will recognize the Union as the representative of bargaining unit employees. This includes the Union's right to be represented in negotiations, formal discussions and meetings between employees and the Agency, with regard to matters affecting conditions of employment concerning grievances, personnel policies and practices or other matters affecting general working conditions (as identified in Article 1). This would include Agency sponsored Committees/Meetings dealing with the above subjects. When the Agency meets with any other labor organization and the subject of such meeting concerns conditions of employment or working conditions of bargaining unit employees which LIUNA represents, a Union representative shall be allowed to participate and express the Union's position on such matters.

2. The Agency will recognize all Local Union Officers and Representatives designated by the Union:

a. The Union will supply the Agency, in writing, and will maintain on a current basis, a list of the Union Officers and Representatives. Copies of the list will be furnished to the HRO-LRS.

b. The Agency acknowledges that the Union's primary point of contact for all Union matters is the State Representative, or any other representative delegated by the Union.

c. The Agency agrees that there will be no restraint, interference, coercion or discrimination against Union representatives while performing their authorized duties

under the Statute.

3. The Union, in agreement with its right to represent, may propose new policy, changes in policy, or resolutions to issues involving local condition of employment or working conditions. This right shall apply at all levels of the Agency within the Agency and the Union, starting with the Steward and the first level supervisor.

Section 6.2 - Matters Appropriate for Negotiations

1. Matters appropriate for negotiations between the parties are personnel policies and procedures and matters affecting working conditions of members of the unit, so far as may be appropriate under the Statute.

2. The employer agrees to negotiate with the Union concerning the impact and implementation of any new regulations, directive, or policy which will affect employees in the unit so far as may be appropriate under applicable laws, regulations and the Statute. The employer will notify the Union of any changes in working conditions. Upon receipt by the Union of any new regulation, directive or policy not prohibited in 5 USC 7117 from bargaining, notification will be furnished the employer of intention to bargain on impact within seven (7) workdays. The employer agrees that any impact bargaining will delay implementation of a change of working conditions or personnel policy affecting the bargaining unit unless required by law or regulation; until such time as agreement has been reached or such change has been submitted to impasse.

Section 6.3 - Negotiation Procedures

Negotiations may be requested in writing by either party. Requests for negotiations will state the specific subject matter to be considered at such sessions. The Parties should then agree to meet to discuss the rules for such negotiations which will be codified in a memorandum of understanding. Further, the Parties should agree to the specific approach to negotiations, i.e. IBB or interest based bargaining, positional bargaining, etc; and whether or not pre-decisional involvement is appropriate.

Section 6.4 – Past Practice (Established Practice)

1. Laws, regulations, and this Agreement take precedence over past practice and tradition when there is a contradiction.

2. Past practices will not be arbitrarily terminated by either party until resolution is achieved.

3. Past practices can be enforced under the negotiated grievance procedure because they are considered part of the agreement. It is the burden of the party claiming the past practice to prove its elements.

Section 6.5 - Unfair Labor Practices (ULP)

1. The Agency and the Union agree that prior to either party submitting an Unfair Labor Practice (ULP) charge to the Federal Labor Relations Authority (FLRA), the charging Party will notify the other and request a meeting in an attempt to resolve a suspected ULP. The meeting will be an

informal attempt to resolve the matter(s) in dispute.

2. If after fifteen (15) days from the initial notice a solution agreeable to both Parties has not been reached, the charging party will then be allowed to file a formal ULP charge.

Section 6.6 - Steward Program

1. The employer agrees that the Union may appoint stewards and designate their area of representation. The Union will supply the employer, in writing, and shall maintain on a current basis a list of authorized stewards and their area of representation. Stewards will represent employees of their area in formal discussion with the supervisor concerned, about the application of personnel practices and policies, and other matters affecting general working conditions of employees in the area of representation.

2. If requested by the employee concerned, the steward will be allowed up to eight (8) hours of official time to investigate and prepare grievances, appeals of unacceptable performance, and appeals of Adverse Actions, excluding reclassification actions. Additional time will be granted when justified to the Labor Relations Specialist (HRO-LRS). Stewards shall be granted whatever official time is needed to present a grievance or appeal to the appropriate official.

a. Stewards will not use official time for solicitation of membership, campaign for offices, distribution of literature, or other internal Union business.

b. Stewards will obtain permission from their appropriate supervisor or his/her representative before leaving the work area, stating their purpose and where they desire to go. Permission will be granted except in emergencies or periods of unusual workloads. The steward will be available for call back in the event of emergencies. Stewards will report to their supervisor immediately upon return. Permission will also be obtained from the supervisor of the employee being contacted. Permission will be granted except in emergencies or periods of unusual workloads.

c. Stewards and the appropriate supervisor will informally discuss items of concern, in the application of policies and this agreement, to avoid misunderstanding and deter formal complaints of either party.

d. The Union recognizes that the transfer of employees is a management function. However, the employer agrees that stewards will not be transferred or detailed more than two (2) weeks without the Union being given one (1) week notice except where the steward initiates the transfer action, this being for the purpose of appointing a new steward.

Section 6.7 - Official Time and Travel of Union Representatives

1. Union Representatives may be permitted a reasonable amount of official time to effectively represent employees in accordance with this agreement.

2. Official time will be requested through appropriate supervisor and properly recorded on time and attendance records in accordance with time and attendance policy and procedure.

3. Reasonable time for representational activities (i.e., discussions, meetings, and investigations) shall be that amount of time determined by both parties to effectively resolve a matter of concern or review, evaluate a proposed policy change and formulate a recommendation, or negotiate a given proposal.
4. The Agency agrees to allow the Union a reasonable amount of time for negotiation preparation, to be defined by the memorandum of understanding (MOU) prior to the negotiation process.
5. Union Representatives will obtain supervisory approval before leaving their work areas. The request should state their destination, estimated time of return, and the nature of Union business. Requests for prolonged absences (longer than 24 hours) will be made by using an official memorandum on Union letterhead. Request of short duration (less than 24 hours) may be made by the requesting representative either verbally or in writing. Use of email is acceptable.
6. If the request cannot be accommodated due to mission requirements, the representative will be informed of the earliest possible time when they will be able to leave his/her work site.
7. Representatives will be available for call back due to mission requirements and will report to their supervisor immediately upon return.
8. If a Union representative's activities (i.e., meeting with an employee about a work issue) are going to be conducted during duty hours then notification shall be provided to the immediate supervisor of any employee being contacted. No notice is required when representational activities take place during no-duty hours (i.e., before and after regular duty hours, or during the lunch period).

Section 6.8 - Internal Union Business and Limitation of Activities

1. It is agreed that internal Union business such as, soliciting membership, collecting dues, campaigning for office, electing officers, attending Union meetings, and posting or distributing Union literature, will be conducted during the non-duty hours of the employee involved.
2. There will be no restraint, coercion, or discrimination against any Union official because of the performance of duties in consonance with this agreement, Title VII, CSRA 1978, directives, etc., pertaining to employees rights and labor the Agency relations; or against any employee for filing a complaint or acting as a witness under this agreement or applicable regulations.
3. Upon request and approval, and subject to normal security limitations, the Union will be granted authority to conduct membership drives. The Union's request to conduct membership drives shall not be unreasonably delayed or denied.

ARTICLE 7 - VOLUNTARY ALLOTMENT OF UNION DUES

Section 7.1 - Arrangements for Dues Deductions

1. Dues deduction will be accomplished in accordance with 5 USC §7115.

2. Technicians eligible for bargaining unit membership may elect to pay Union dues by having the Agency deduct a pre-specified amount of monies from the employee's regular paycheck. This will be accomplished by filling-out form *SF 1187 Request for Payroll Deduction for Labor Organization Dues* form and forwarding the completed form to the Union. The Union will certify the amount of dues while completing the appropriate portions of the form and then forward the form to the Agency.
3. Allotments will become effective on the first full pay period commencing after receipt of the applicable form by the employee Payroll Office.
4. An allotment shall terminate when the employee leaves the bargaining unit as a result of any type of separation, transfer, reassignment, promotion or other action which would exclude the employee from the bargaining unit; upon loss of exclusive recognition by the Union; when the agreement providing for dues withholding is suspended or terminated by an appropriate authority outside DoD, or when the employee has been suspended or expelled from the Union. A Technician that is no longer eligible for dues allotments must terminate those allotments within one pay period of the effective action.
5. An employee may voluntarily revoke his allotment for the payment of dues by submitting an *SF 1188 Cancellation of Payroll Deduction for Labor Organization Dues* form directly to Agency. Once the action is completed, copies will be provided to the Technician, the Union, and to HRO (Labor Relations). By statute, dues allotments must be made for no less than one year.
6. Employees may cancel their dues on their one year anniversary date. After their first year, Employees may only cancel allotments during the first full pay period in April of each year.
7. Dues withholding arrangements as set forth in this Article will continue if this Agreement is not renegotiated by its termination date because of impasse, third party proceedings involving a negotiability dispute, or unit representation.
8. Any allotments for non-bargaining unit employees for supplemental pension plans or other benefits may not be processed via SF 1187. The Union will be notified of any employees who will have their dues allotments terminated under this provision prior to effectuating such termination. Employees affected by this provision will be notified in writing that their dues allotment will be terminated, and allowed 30 calendar days to make arrangements with the Union for other methods of payment (i.e., personal check, debit, or allotment through MyPay). The provisions of Article 1 Section 1.3 must be observed.

ARTICLE 8 - HOURS OF WORK AND COMPENSATION

Section 8.1 - Basic Workweek and Workday

1. The Agency will establish specific work schedules at each AR ARNG Activity necessary to accomplish the Agency's mission IAW 5 CFR §550.103. Employer shall consider employee's effectiveness, efficiency, professional development and morale in establishing employee's specific workweek schedule. Changes to the work schedule policy that occur over the life of the contract must be bargained, prior to implementation, and shall be incorporated as an Amendment to this Agreement.

2. The Agency has the right to establish each employee's workweek to ensure cost effective and timely compliance with operational requirements. Subject to these requirements, the Agency in establishing an employee's work schedule shall take into consideration any personal hardship made known to the Agency by an employee and shall make every reasonable effort to provide each employee a work schedule fourteen (14) calendar days in advance of its effective date. It is agreed that work schedules shall remain in effect for at least two (2) pay periods.

3. Alternate Work Hours: The employer and Union agree that one (1) hour may be added or subtracted to the starting time. Request to utilize, or be removed from the alternate work hours will be submitted to the appropriate management official at least five (5) workdays in advance. Provided there are no unusual workloads, the supervisor may approve the alternate work hours, but may restrict such use to fifty percent (50%) of the work force. Where a single technician is involved, the alternate work hours will be at the discretion of the supervisor. In the event of emergencies, as determined by the supervisor, and employee may be required to return to the regular schedule.

Section 8.2 - Reporting For Duty

1. Employees have a responsibility to report to work ready, willing, able, and in proper attire, promptly at the beginning of their scheduled work period.

2. Except in the case of an emergency, employees will notify their immediate supervisor as soon as possible, but not later than two (2) hours after beginning of the work shift, of the reason that prevented them, or will prevent them, from reporting to work on time. If the reason provided is illness of the employee or qualified family member, supervisors cannot request that an employee elaborate on the specifics of the medical condition. If the employee is incapacitated and/or physically unable to initiate contact, then the Agency may accept tardiness or absence notice from an employee's next of kin.

3. When an employee cannot establish positive contact with their first level supervisor, then employees should attempt to make contact with their next level of Supervision, and continue to do so, until the Agency representative is reached, in order to provide notice. Co-workers cannot be used to relay information concerning tardiness or absence.

4. Tardiness and absence notices, regardless of the circumstances, should be provided verbally by the employee directly to an Agency official. However, employees may use other modes of acceptable modern communication, such as voice mail, email, and/or text, as a secondary method of attempting to provide notice, or when all efforts to verbally contact the Agency representative have been reasonably exhausted by the employee.

5. Supervisors and employees will refer to TPR 630 (Absence and Leave Program) and NGAR Joint Regulation 600-8-10 (Leave and Passes for Full-Time Personnel) in regards to tardiness and absences from duty.

6. The employee will not be permitted or be required to work during any period for which leave is charged.

Section 8.3- Lunch Periods and Breaks

1. Employees are authorized a thirty (30) minute consecutive and uninterrupted lunch period every workday. A lunch period is a time during which an employee is entirely free from his work responsibilities. During this time the employee is considered to be off-duty.
2. When Agency mission requirements do not allow an employee a full thirty (30) minute consecutive and uninterrupted lunch period, the employee will be compensated for his/her missed lunch period with thirty (30) minutes of Compensatory Time.
3. In lieu of receiving Compensatory Time, and when mission requirements allow, an employee may opt to shorten his/her duty day by thirty (30) minutes on the same day during which they were not able to enjoy a full thirty (30) minute consecutive and uninterrupted lunch period. The choice as to whether receive Compensatory Time or to shorten the duty day is for the employee to make, and is only available on the same day on which the employee's lunch is interrupted. Employees may not accumulate or carry over missed lunch periods to another duty day. Supervisors may not force an employee to choose one option over the other.
4. Fifteen (15) minute rest periods or breaks, during the first half and the second half (i.e., before and after lunch) of an employee's shift, will be granted. Rest breaks will not be taken in conjunction with the lunch period, or at the beginning or end of the work day.

Section 8.4 - Overtime Time

1. The Parties, in agreement with applicable laws and regulations, agree that occasionally the Agency will need employees to work in excess of their regular work hours in order to meet mission requirements. Employees will be compensated for overtime work IAW 32 USC § 709(h), TPR 630, and NGAR Joint Regulation 600-8-10, regardless of whether the work is performed on a voluntary basis, or as directed (involuntary) by the Agency in order to support the Agency's mission.
2. Overtime work is any activity that an employee is required to accomplish or participate in, including mandatory meetings or events scheduled and/or hosted by the Agency or its representatives, which require an employee to be present at the worksite prior to their regular duty day begins, or require an employee to remain at the worksite after their regularly duty day ends.
3. Requiring employees to arrive at the worksite prior to start of their shift in order to make ready for work, or causing employees to remain at the worksite beyond the end of their shift in order for them to accomplish personal or shop clean-up and tool turn-in is considered compensable overtime work. These types of activities are considered part of the work process and should be accomplished during regular duty hours.
4. Overtime requirements will be announced as far in advanced as possible to allow employees the opportunity to make suitable arrangements in order to perform the overtime work.
5. The Agency will make every effort to direct or assign employees overtime on an equal basis. In no case will overtime work be directed or assigned to any employee as a reward or

punishment.

6. The Agency should make every effort to seek volunteers prior to mandating that an employee perform overtime work. In the event there are insufficient employee volunteers willing to perform overtime work, the Agency has the authority to direct an employee to work overtime to meet the Agency's mission requirements.

7. Supervisors will also take into consideration any personal hardships that overtime work may cause the affected employee(s) and will make every effort to accommodate said hardships. These include issues such as child care, school, transportation to and from the workplace (especially if an employee participates in car-pooling), and distance from the employee's home of record to the worksite.

8. Employees scheduled to work overtime will be notified of any cancellation of the overtime requirement by the end of the preceding workday. Employees scheduled to work overtime on any non-duty day will be notified of any cancellation as soon as it is known but not later than 1200 hours on the preceding duty day.

9. It is agreed that when overtime follows a regular work shift, the employee will be given a fifteen (15) minute paid break at the beginning of the overtime period and, at the employees request, a thirty (30) minute non-paid meal break to begin no later than two (2) hours after the overtime period begins if the overtime is expected to continue on past the two (2) hour point.

Section 8.5 - Call Back

1. Call Back is the act or an instance of requesting that an off-duty employee report to work and perform his duties on a day when work was not scheduled, or after his regular work day is over.

2. Unscheduled call back work entitles an employee to at least two (2) hours of compensatory time.

3. If an employee is on scheduled leave and called back to work, a corrected OPM 71 Leave Request Form will be submitted to the Timekeeper upon the employee reporting to work.

Section 8.6 - Stand-By and On-Call Duty Compensation

1. In order to deal with situations occurring after regular duty hours, employees may be placed on either a stand-by or on-call duty status.

2. The Agency may establish routine prohibitions regarding alcohol consumption, and may restrict the use of specific prescription or over the counter drugs, in order to ensure employees maintain the ability to perform work.

3. Stand-By Duty. An employee is on duty, and time spent on standby duty is hours of work if, for work related reasons, the employee is restricted to a designated post of duty and is assigned to be in a state of readiness to perform work with limitations on the employees activities so substantial that the employee cannot use the time effectively for his own purpose. The Parties agree that compensatory time shall be used in standby time situations.

a. The Agency shall make every reasonable effort to provide an employee advance notice specifying the beginning and ending period that he is on standby status.

b. The Agency agrees that when an employee is placed on standby time, compensatory time shall be granted for the standby period provided the following are apparent:

- (1) The employee is restricted to his living quarters or designated post of duty;
- (2) Has his activities substantially limited; and
- (3) Is required to remain in a state of readiness to perform work.

c. The Agency shall notify any employee who is on standby status of its cancellation as soon as possible.

d. Employees will be given compensatory time in equal amounts spent by them in irregular or overtime work.

4. On-Call Duty. An employee will be considered off duty and time spent in an on-call status shall not be considered hours of work if:

a. The employee is allowed to leave a telephone number or to carry an electronic device for the purpose of being contacted, even though the employee is required to remain within a reasonable call-back radius; or

b. The employee is allowed to make arrangements such that any work which may arise during the on-call period will be performed by another person.

c. Once an employee responds to a call and required to work (call back), he shall be granted compensatory time from the moment the work begins. The employee shall be minimally compensated for two hours.

8.7 - Other Pays

Night Shift Differential, Night Pay Differential, Sunday and Holiday Premium pay will be computed IAW 5 CFR §532, §550, TPR 630, and NGAR Joint Regulation 600-8-10.

ARTICLE 9 - LEAVE

Section 9.1 - General Provisions

1. Leave will be IAW TPR 630 – Absence and Leave Program, NGAR 600-8-10 – Leave and Passes for Full-Time Personnel and NGAR 600-8-10 Sup 1 – Management of Arkansas National Guard Personnel during Inclement Weather.

2. Employees are encouraged to apply for leave as far in advance as possible. Approval or denial of leave requests are based on the Agency's mission requirements at the time the request is

submitted. If an employee has sufficient leave to cover the period of absence, and their absence will not negatively impact the Agency's mission then the Supervisor shall approve the request.

3. An employee may cancel previously requested leave at any time

4. All leave requests will be submitted using an OPM 71 form.

5. Leave entitlements not addressed in the contract will be done IAW TPR 630, NGAR Joint Regulation 600-8-10 and NGAR Joint Regulation 600-8-10 Supplement 1 (Management of Arkansas National Guard Personnel During Inclement Weather).

Section 9.2 - Annual Leave

1. Employees shall earn annual leave in accordance with regulations specified in Section 9.1.

2. A supervisor will approve or disapprove a properly submitted request for annual leave as soon as possible. If the request is disapproved, the reason will be documented on the OPM 71 and the employee will be notified. The supervisor will work with the affected employee to reschedule the disapproved leave as necessary.

3. Annual leave requests for emergency reasons will be considered on an individual basis. Employees will notify their supervisor as soon as possible of the emergency situation stating the reason for the request and the approximate time they desire to be absent from work.

4. When two or more employee's from the same work section desire the same period of programmed leave and mission requirements precludes approval of all requests, supervisors should consider prior leave requests and approvals of employees affected.

5. Employees may exhaust all of their annual leave balance during one continuous period of absence and for any reason, insofar as mission requirements permit. Supervisors cannot require that employees maintain a minimum annual leave balance. Supervisors also cannot require that an employee provide a reason or justification for annual leave in order to approve their request.

Section 9.3 - Sick Leave

1. Employees shall earn and be granted sick leave, or advanced sick leave, in accordance with TPR 630 and NGAR Joint Regulation 600-8-10.

2. Employees shall earn and be granted sick leave, or advanced sick leave, in accordance with applicable law, rule, and regulation. Employees must receive approval for sick leave to be granted.

3. A supervisor may require a medical certificate to support use of sick leave for three days or more, or for a lesser period when the Agency determines it necessary. An employee's signed statement certifying that the period of absence is chargeable to sick leave may be accepted when it is unreasonable to require a medical certificate. Circumstances under which an employee's signed statement is acceptable in lieu of a medical certificate are:

a. Inability to secure an appointment with a medical professional during the period of incapacitation.

b. Remoteness of the medical facility.

c. Temporary illnesses if the nature of illness would not necessarily require the services of a medical professional (e.g., common cold or other instances of temporary non-emergency conditions)

d. If acquiring a medical certification would cause a financial hardship.

4. Supervisors will review the sick leave record of those employees required to present a medical certificate IAW with sub-paragraph 3 (above) every six months to determine if this requirement should continue. The employee will be advised, in writing, of the supervisor's determination.

Section 9.4 - Maternity and Paternity Leave:

1. Employees who are pregnant will be allowed to work as long as their physician certifies they are able to perform the duties of their position prior to delivery of the child. Maternity leave in the form of sick leave, annual leave, and/or leave without pay will be granted during delivery, confinement and for a period determined by her attending physician while incapacitated for maternity reasons. The employee shall be returned to her position or a like position at the end of authorized maternity leave.

2. Technicians may be granted annual leave or leave without pay in order to care for their newborn child, the child's mother, or other minor children. The amount of time allowed should be consistent with the employer's policy for granting leave in similar situations, and each leave request should be considered on its own merits. Sick leave may be granted in accordance with FMLA.

3. An employee, male or female, adopting a child may be granted time off, IAW FMLA and TPR 630, in order to make necessary family adjustment and to make arrangements for child care.

Section 9.5 - Compensatory Time

1. Compensatory time shall be earned and granted in accordance with applicable law, rule, and regulation.

2. Compensatory time should be used before Annual Leave unless the employee is in a use/lose leave status.

3. Additional guidance for Compensatory Time (Overtime Work) is addressed in Article 8.4.

Section 9.6 - Leave Without Pay (LWOP)

1. When it is determined that it is in the best interest of the Agency, leave without pay may be granted upon request, subject to approval by the Agency, for the purpose of:

- a. Serving on a temporary basis as an officer, employee, or representative of the Union.
 - b. Serving on Active Duty.
 - c. Attending job-related training while on military orders.
 - d. Recovery from illness when sick leave has been exhausted or where there is insufficient accrued leave and the employee is authorized to be absent from work due to illness, injury, pregnancy, or medical confinement.
 - e. Personal emergencies.
2. Requests for extensions may be submitted up to 60 days prior to the expiration of the period of leave without pay.
 3. A determination on such requests will be made no later than 30 days prior to the expiration date.
 4. Employees will be granted LWOP for the following purposes IAW, Chapter 3, TPR 630:
 - a. To cover a disabled veteran's absence for medical treatment.
 - b. To cover an employee's absence to perform Military Duty not covered by some form of paid leave.
 - c. To cover an absence under the provisions of the FMLA.

Section 9.7 - Excused Absences

1. Excused absences may be granted in accordance with applicable law, rule, and regulation. The intent of an excused absence is to provide for authorized brief absences from duty without loss of pay and without charge to other paid leave.
2. The Agency has the authority to grant or disapprove requests for excused absences.
3. Excused absence may be granted for the following reasons:
 - a. To comply with an examination (medical or academic) directed by the Agency.
 - b. Technicians may be granted excused absence to attend medical appointments for combat-related injuries that meet the following criteria:
 - (1) The medical appointment must be at a facility approved or designated by the Veterans Administration (VA) to evaluate or treat the technician.
 - (2) The medical appointment must be related to an injury or illness incurred in a combat zone as a result of active service in the Armed Forces of the United States.

(3) The request for excused absence must be submitted using OPM Form 71, Request for Leave or Approved Absence, and must be accompanied with written documentation from the VA to verify that the appointment meets the criteria set forth in this policy. Each request for excused absence must be submitted separately.

(4) The amount excused absence granted shall be the amount of time needed to cover the medical appointment, plus the amount of time needed to cover travel to and from the technician's assigned duty station and the medical facility.

(5) The technician is responsible for providing the required documentation to justify an excused absence request IAW this policy. Excused absence cannot be granted unless the criteria in 1-4 are satisfied. When the criteria cannot be satisfied prior to attending a VA medical appointment, the employee shall be placed in an appropriate leave status to cover the period of absence. However, a technician may subsequently provide the required documentation at which point their time and attendance record shall be promptly corrected to reflect the appropriate duty status.

c. To vote or register in civic elections or in civic referendums which directly affect the town, ward/precinct, district, county, or state in which the employee's home-of-record is located.

(1) An employee may be excused from duty up to three (3) hours after the polls open, or to leave work three (3) hours before the polls close, whichever results in the lesser amount of time off.

d. To volunteer as blood or apheresis (i.e., plasma) donor, without compensation, to the American Red Cross, to military hospitals, or other blood banks, or in response to emergency calls for needy individuals or national catastrophes.

(1) Employees may be authorized a maximum of one-half day excused absence for blood donations.

(2) This excused absence is authorized once every sixty (60) days and is for the express purpose of donating blood or blood products and recuperation.

(3) Any leave granted must be utilized at the time of the donation and may not be taken at a later date.

(4). A longer period may be authorized only when required for donor recuperation purposes.

e. To review their personnel records located at HRO or to fulfill administrative responsibilities in connection with transfers or separations within the National Guard.

(1) This excused absence will be approved by the Agency or designated representative (immediate supervisor).

(2) The time and date of the personnel action will be coordinated with HRO.

(3) Review of personnel records will not exceed six hours review time on an annual basis for any Military Technician.

(4) Travel time will be authorized and excluded from the time allotted for the excused absence.

f. To present a grievance or complaint IAW Article 12 of this agreement.

Section 9.8 - Hazardous Weather and Other Emergency Conditions

When hazardous weather or other emergency conditions are affecting, or are forecasted to affect, an employee's home of record, surrounding community or worksite, reference Arkansas National Guard NGAR Joint Supplemental 1 Regulation 600-8-10 "Management of Arkansas National Guard Personnel During Inclement Weather" dated 17 December 2014.

Section 9.9 - Voluntary Leave Bank Program: Within sixty (60) days of this agreement's approval, the Agency shall establish and administer a Voluntary Leave Bank Program IAW 5 USC § 6361-6373.

Section 9.10 – Funeral Leave (Title 5 U.S.C. Section 6326 and 5 CFR 630 Subpart H)

1. An employee is entitled up to three (3) consecutive or non-consecutive workdays to make arrangements for, or to attend, the funeral or memorial service for a qualifying family member who died as a result of wounds, disease, or injury incurred while serving in a combat zone as a member of the Armed Forces of the United States. The employee shall furnish justification for scheduling nonconsecutive days.

2. Qualifying family member is defined as an employee's:

- a. Spouse and his or her parents
- b. Children, including adopted children, and their spouses
- c. Parents
- d. Brothers and sisters, and their spouses
- e. Any person related by blood or affinity whose close association with the deceased was the equivalent of a family relationship.

Section 9.11 – Military Funerals

Technicians may perform military funeral honors duty while in an administrative leave (excused absence) status.

1. Administrative leave for the purpose of military funeral honors may be granted to cover each period of travel to and from the burial site, and the performance of funeral honors.

2. Employees may be reimbursed for travel and transportation incurred IAW the DoD Joint Travel Regulations.

3. Employees may be eligible for a stipend for performing funeral honors duty, but may only collect the stipend if they are in an approved leave status (i.e., annual leave, compensatory time, or LWOP). An employee must be in a funeral honors duty status for a period of at least 2 hours in order to receive a stipend. Employees performing funeral honors duty while on an administrative leave status may not collect a stipend.

ARTICLE 10 – DUEL STATUS TECHNICIAN REQUIREMENTS

Section 10.1 - Responsibilities

1. The Parties agree that performing duties as a dual status (DS) technician requires wear of the uniform appropriate for the member's grade. Technicians will adhere to appropriate appearance standards, customs, and courtesies of the US Army.
2. Employees are not required to wear the military uniform under the following situations:
 - a. During non-duty hours
 - b. When on Official Time acting as a Union Representative.
 - c. While appearing as an aggrieved employee or Union witness before a third party proceeding.
3. Management recognizes their requirement to provide sufficient uniforms for Employees to accomplish their duties. Employees will get their normal issue of military apparel as required of their technician position through their membership in the Arkansas Army National Guard. If the Employee is unable to obtain the required military apparel through the Arkansas Army National Guard supply system, the Employee will work with their technician Supervisor to coordinate with the member's unit to satisfy the requirement. If the Supervisor cannot get the affected Employee the required uniforms, the Supervisor will go through the Supervisory chain of command to correct the uniform deficiency.
4. Dual Status Technicians shall be given priority over all other members of the Arkansas Army National Guard in regard to issuance of required uniform items.

Section 10.2 – Medical Requirements

1. Under no circumstances will an employee be directed or required to receive immunizations in a civilian status in order to maintain worldwide medical qualifications or military duty assignments.
2. Employees cannot be weighed, have urinalysis or drug testing performed while in a technician status.
3. An employee who is pending disability retirement may be retained until the disability retirement process has been completed. The supervisor will make a recommendation based upon each individual situation. The recommendation will be forwarded up the supervisory chain of

command and the Director, with HRO concurrence, will make the final determination. If the employee is retained, he/she may be reassigned to a position which may be in a different work area or result in a reduction in grade.

Section 10.3 – Exemption from Consideration by Qualitative Retention Boards (QRB)

1. A military technician (dual status) not selected for retention may submit a request for retention IAW AR 135-205 paragraph 2-17, which provides: A military technician may request retention in a current assignment provided they are not eligible for an immediate unreduced retirement annuity, have at least 15 years of service creditable toward such an annuity on the date they would otherwise be removed from the unit, and will become eligible for such unreduced annuity on or before the last day of the month in which they become 64 years of age. Requests must be submitted through the military chain of command to The Adjutant General within 15 days of announcement of the board results.

2. This section does not create a new entitlement and is not grievable.

ARTICLE 11 – SAFETY AND OCCUPATIONAL HEALTH

Section 11.1 - Responsibilities

1. It shall be the responsibility of the Agency and employee to observe all safety precautions and maintain the standard of safety established in accordance with applicable regulations and safety and occupational health policies.

2. The Parties agree to exert every reasonable effort to provide and maintain a work environment conducive to the safety and well-being of all employees, and to provide safety and health training for all employees in accordance with applicable laws, rules, and regulations.

3. All rules, laws, and regulations pertaining to safety and health shall be on-hand within the employees work center and will be adhered to by all employees.

4. Hazardous tasks will normally be assigned and performed by employees who have received appropriate briefings, instructions, and training pertinent to the hazardous tasks to be performed. The performance of hazardous tasks shall incorporate all immediately available safety precautions and devices.

5. The Union agrees to cooperate in these efforts and encourage employees to work in a safe manner, obey established safety policies, and directives, and wear the required safety equipment.

6. The Union shall be allowed to be present at local and state level Safety Council meetings. The Agency agrees to consider all recommendations of the Union relative to basic policy on safety and health.

7. The cleaning and repair of protective clothing and equipment contaminated with or by controlled waste material shall be provided by the Agency.

8. The Agency will make every reasonable effort to provide employees access to personal

hygiene facilities. These may include latrine and shower facilities, segregated by gender, that are adequately powered and stocked with supplies, and which have ready access to potable drinking water. When forecasted, the Agency will make available portable latrine, shower, and mobile drinking water units prior to requiring employees to work out of said locations.

9. An employee under the care of a physician shall promptly inform his supervisor of any prescribed medication that his physician or pharmacist has advised him will impair his ability to safely perform assigned work. Information provided by an employee shall include the limiting effects of the medication and expected duration of prescription. The Agency shall make every reasonable effort to find a safe, temporary assignment for the employee. However, such accommodation is not an entitlement. In cases where impairment caused by medications cannot be accommodated, employees will be allowed to return to work until a medical professional has cleared the employee to return to full duty.

Section 11.2 - Safety and Protective Clothing/Equipment

1. The Agency, in accordance with applicable laws and regulations, agrees to provide all appropriate safety and protective clothing, and equipment to employees during the performance of their assigned duties.

2. An employee who, after evaluation from an optometrist, is required to wear prescription eyeglasses and is required to wear these eyeglasses in order to safely accomplish their assigned duties, may provide their prescription to the Agency who will then provide the employee with one pair of prescription safety glasses or goggles at no personal expense to the employee, but not to exceed the amount allotted by the Agency. Employees will be responsible for paying any amount which exceeds the allowance provided by the Agency.

3. Employees will be issued protective footwear that conforms to OSHA standards as outlined in 29 CFR 1915.156.

Section 11.3 - Procedure for Unsafe/Hazardous Assignments

1. The Agency will give full consideration to the need to adhere to established safety directives in the assignment of work, and shall consider the safety factors that address time, duration, frequency of exposure, and the wearing of additional personal protective equipment before directing any employee to perform function-specific tasks. Function-specific tasks may include, but are not limited to, welders, painters, radiation protection personnel, calibration personnel, auto rebuild employees, etc. These tasks shall comply with applicable state or federal OSHA standards.

2. Should an employee observe or reasonably believe a work assignment is unsafe or involves a potential hazard to their health, the employee should report the circumstances to the Agency immediately. This includes work assignments that are inside or outside scope of the employee's position description (PD) for which they have yet to receive training.

3. Any person may report an unsafe or hazardous condition, or one that places an employee in imminent risk of death or serious bodily harm.

4. Upon receiving such a report, the Agency will ensure the work is being performed in accordance with the proper procedures and safety directives or, in the case of imminent risk of death or serious bodily harm, immediately cease the work process until the appropriate safety procedures and directives are affected to assure the safety of the employee.

5. The employee may decline to perform assigned tasks due to imminent risk of death or serious bodily harm until those risks are mitigated through appropriate safety precautions.

Section 11.4 - Employees Free From Reprisal

Employees who file a safety complaint or who request OSHA to inspect a facility, and employees who decline to perform a task under the provisions of Section 11.3, Paragraph 5 (above), shall be free from reprisal, harassment, or unwarranted disciplinary action.

Section 11.5 - Clothing Change during Duty Hours

1. When clothing being worn by an employee has become contaminated with hazardous materials the Agency shall take the appropriate steps to respond based on the type of the contaminant.

2. If a response under Paragraph 1 (above) requires that an employee change their clothing and/or complete other hygienic or decontamination procedures which cannot be accomplished at their worksite, then an adequate amount of excused absence shall be granted to allow the employee to return to their residence or other suitable facility, change clothing and/or accomplish hygiene or decontamination procedures, and return to the worksite.

Section 11.6 - Workers Compensation Entitlements

1. It is the Agency's responsibility to advise, orient and assist employees regarding entitlement to medical and loss-of-pay benefits under the Federal Employee's Compensation Act for injuries or illnesses that occur which are job related.

2. It is the employee's responsibility to report any injury or illness that he/she feels may be job related to the supervisor immediately after the occurrence. Employees have a right to seek Union representation concerning workplace injuries and any subsequent claims under this Section.

3. Leaving the workplace without approval is considered AWOL IAW TPR 752, however, when an employee is incapacitated and unable to notify the supervisor of injury or illness, it shall be the Agency's responsibility to initiate the required procedures as soon as they are aware an incident has occurred.

4. When a treating physician indicates an employee is physically able to return to work, including light duty, and such work is available, the employee will be notified to report for duty the workday following the physician's determination. An employee that refuses to return to work when ordered will result AWOL.

5. The Agency reserves the right to obtain additional information or follow-on opinions from physicians selected by DOL.

Section 11.7 - Labor Representative Accompany Inspection Team

A Union representative should be permitted to accompany any safety, occupational health, or other workplace inspection teams during an evaluation of their unit/facility upon request.

Section 11.8 - Occupational Health and Safety Training

1. Although employees are basically qualified to perform their duties, the Agency recognizes the need for specific training and update training regarding Occupational Health and Safety to assure employee to assure employee safety and a minimum loss of man-hours due to preventable injuries.

2. Within resource limitations, employees will be furnished Basic First-Aid Instruction every three years, annual Cardio-Pulmonary Resuscitation (CPR) instruction, and Automated External Defibrillator (AED) training as required by their position. Each person who successfully completes a recognized course will receive a certification card.

Section 11.9 - Make Ready and Cleanup Time

1. The employer will allow employees a reasonable amount of time to prepare his/her work area (make ready) and also clean up his/her area and return tools at the end of the work tour.

2. The employer will allow employees a reasonable amount of time for personal hygiene prior to the end of the work day. Additional time for hygiene will be granted for those employees who require a shower, provided a shower is available. Nothing in this section is intended to imply that employees have been relieved of their duty obligation prior to the end of their scheduled tour of duty.

Section 11.10 – Other Programs

1. The Physical Fitness Incentive Program will be administered in accordance with the Adjutant General's Policy 2013-27, Use of Official Time for Physical Fitness, dated 27 August 2013.

2. Accommodations for nursing mothers will be provided in accordance with Federal law, rule, and regulation.

ARTICLE 12 - GRIEVANCE AND ARBITRATION

Section 12.1 – General

1. The Parties agree that a genuine effort will be made to settle grievances expeditiously and at the lowest level possible. The Parties further agree, when appropriate, to utilize alternative dispute resolution processes (e.g., mediation) in attempting to resolve grievances.

2. Employees retain the right to request Union representation in the grievance procedure, or to decline such representation IAW Section 5.4 of this CBA.

3. Regardless of employee representation option, the Union will be given the opportunity to be present during grievance proceedings related to this contract to insure that any relief granted as a result of the grievance process is not inconsistent with the terms of this agreement.

4. Parties, as used in this Article, refers to the Agency, the Union, and/or an employee or group of employees regardless of whether they are represented by the Union.

Section 12.2 – Time Limits

1. Failure on the part a responding party to observe the time limits set forth in this Article will automatically permit the grievant to advance to the next step of the resolution process.

2. Failure on the part of a grievant to observe the time limits will automatically terminate the grievance process, except that all time limits provided in this Article may be extended by mutual agreement.

Section 12.3 – Procedure and Exclusions

1. IAW 5 USC § 7121, the Parties agree that this negotiated procedure will be the exclusive method of grievance resolution within the bargaining unit concerning employment matters.

2. Matters not expressly excluded under 5 U.S.C. § 7121(c) and 32 U.S.C. § 709(f) may be grieved under this procedure.

Section 12.4 – Employee Rights

All employees, whether individually or as a group, have the right to present their grievances to the appropriate the Agency officials for prompt consideration. This procedure provides a means for the prompt and orderly consideration and resolution of employee or Union grievances. In exercising this right, the employees and their representative will be free from restraint, coercion, discrimination, or reprisal because they have filed a grievance.

Section 12.5 - Employee and Agency Grievance Procedures

1. A grievance must be taken up with the Labor Relations Specialist (LRS) lowest level of Management within thirty (30) days after the occurrence of the matter generating the grievance, or within thirty (30) days after the grievant should have reasonably been aware of being aggrieved. However, the period of time in which a grievant could have been reasonably aware will not exceed twelve (12) months.

2. Mediation may be invoked during any step of the grievance process if mutually agreed by the Parties.

3. The following steps shall be used for resolving grievances (use grievance form in Appendix B):

a. Step 1. The grievant will bring the complaint grievance to the Labor Relations Specialist (LRS). The LRS will assist with completing the form and determining the Parties involved and the lowest level of resolution. The LRS will contact the appropriate Union official.

b. Step 2. The LRS, appropriate Supervisor, and Union official (if applicable) will have ten (10) days to resolve the grievance.

c. Step 3. If the grievance is not resolved in step 2, the grievance will be forwarded to the Chief of Staff who will then have seven (14) days to resolve the complaint with the appropriate Parties.

d. Step 4. If the grievance is not resolved using the steps above, then the grievance is eligible for review by The Adjutant General. If the grievant chooses to utilize the Adjutant General review, the Chief of Staff will forward the grievance within seven (7) days.

4. The Adjutant General Review:

a. The Adjutant General, or his designated representative, shall review all documentation and evidence and render a decision at the earliest practical date not to exceed 30 days after receipt of the materials provided by the grievant or their designated representative.

b. The grievant may request a meeting with The Adjutant General or his designated representative to discuss the matters of said grievance. The acceptance of this meeting will be at the discretion of The Adjutant General. The Adjutant General's decision will be provided in writing, to the aggrieved party, the Union, and the grievant's representative (if one has been designated).

c. The grievant may proceed to the arbitration process if not satisfied with The Adjutant General's decision.

Section 12.6 – Right to Information

When arbitration is invoked by either party, relevant documents, reports and evidence relied upon will be exchanged by both Parties during the scheduled arbitration.

Section 12.7 – Arbitration

1. The Parties shall be subject to binding arbitration under this Article for any unresolved grievance. Only the Agency or the Union may invoke the provisions of this section.

2. The aggrieved party will have thirty (30) days from the conclusion of The Adjutant General review period to request arbitration. The party seeking arbitration shall provide written notification to the other party informing them that the grievance has been submitted for arbitration.

3. The Arbitrator will resolve questions of whether the matter is subject to arbitration.

Section 12.8 – Arbitrator Selection

1. The party invoking arbitration will request from the Federal Mediation and Conciliation Service (FMCS) a list of ten (10) impartial persons qualified to serve as Arbitrators. A copy of the request may serve as notification to the other party that arbitration has been invoked.
2. Within ten (10) days of receiving the list, both Parties will alternately strike the name from the list until only 1 name remains. The individual's name remaining will be duly selected to hear the grievance.
3. If either party fails to participate in the selection process, the arbitration action will proceed with the requesting party accomplishing the selection. The Parties agree that if the selected Arbitrator is unavailable to hear the grievance within forty five (45) days the Parties may select a new arbitrator using the above procedures.
4. Arbitration will normally be conducted during duty hours at a convenient location to accommodate the maximum number of participants.
5. The arbitration process will be conducted in accordance with the ethical standards and procedures set forth in the Code of Professional Responsibility for Arbitrators of Labor the Agency Disputes and FMCS Arbitration Policies and Procedures.
6. The Arbitrator will have the authority to interpret and define the explicit terms of this agreement, Agency policy, etc., as necessary to render a decision. The Arbitrator shall have no authority to add to or modify any terms of this agreement or Agency policy.

Section 12.9 – Arbitration Expenses

1. The cost of an Arbitrator shall be borne by the losing party. Any dispute as to who the 'losing party' is shall be decided by the Arbitrator. In the event there is no clear winner or loser, the arbitrator shall decide the percentage paid by each party.
2. The Agency shall initially bear the cost charged by the Arbitrator to hear a case, to include the Arbitrator's travel expenses. Should the Agency prevail, a detailed invoice shall be submitted to the Union within (30) days of the Arbitrator's decision detailing costs paid directly to the Arbitrator and for his/her travel expenses. The Union shall promptly reimburse the Agency for charges billed under this section.
3. Should the Arbitrator's decision be overturned on exception to the Federal Labor Relations Authority (FLRA) or appeal to the Federal Circuit, the party that initially paid the Arbitrator's fees will be reimbursed by the then determined losing party.

Section 12.10 – Arbitration Decision

1. The Arbitrator is requested by both Parties to render a decision as quickly as possible.
2. Within fifteen (15) days after receipt of the Arbitrator's decision, the Parties to the arbitration will notify one another in writing of whether or not they are filing for an exception with the

FLRA in accordance with council procedures. An exception to the Arbitrator's decision must be filed within thirty (30) days from the date the award is served on the Parties.

3. It is understood that if no exception to an award is filed during this thirty (30) day period, the award shall be final and binding, effective on the thirty first (31st) day.

Section 12.11 – Withdrawing of Grievances

Grievances will be terminated for the following reasons:

1. At the request of the charging party, or
2. When the grievant is an employee, upon termination or death of the employee unless the personal relief sought may be granted regardless of employment status.

ARTICLE 13 – EMPLOYEE CONDUCT

Section 13.1 - General

1. Disciplinary and adverse actions shall be processed IAW NGB TPR 752.
2. This Article applies to matters of conduct only; actions that relate to job performance will be accomplished in accordance with the Agency's Performance Appraisal System.
3. The purpose of conduct management is to maintain control and order within the workforce by requiring compliance with established rules and regulations. Disciplinary actions will normally be taken using the concept of progressive discipline. While the concept of progressive discipline is the general rule, there may be times or circumstances when the employee's behavior is such that a more severe punishment is required for the first offense. Supervisors will proactively address unacceptable behavior at the earliest and lowest level of discipline possible. However, this does not inhibit the Agency's right to choose a higher level of discipline as appropriate.
4. Technicians are expected to behave appropriately and follow all applicable rules and regulations.
5. The Agency shall determine when disciplinary action is warranted. Such actions will be administered in a fair, impartial, and timely manner.
6. The initiation of a disciplinary action against an employee should not be unreasonably delayed. Some examples of a reasonable delay may include pending investigations or unexpected work schedule conflicts of short duration.
7. The limitations on initiation of administrative disciplinary action contained in this section shall not apply to offenses which could be raised in a criminal setting.
8. When the processing of a disciplinary action may be delayed, the employee and/or their representative will be notified stating the reason for the delay and the anticipated disposition of the case.

9. Letters of Reprimand (LOR's) and all adverse actions must be cleared by the HRO-LRS prior to being issued to the employee. Adverse actions not cleared by HRO-LRS shall not be considered official.

Section 13.2 - Investigation, Examination and Representation

1. An Employee has a right to request Union representation during any examination or questioning by a representative of the Agency in connection with an investigation if the Employee:

- a. Reasonably believes that the examination may result in disciplinary action.
- b. Makes a clear request to exercise this right.

2. When an Employee makes a request for a Union representative the investigation or questioning cannot continue until:

- a. The Union representative is present (either in person or via teleconference).
- b. The Employee is advised of the subject and purpose of the interview.
- c. They have had an opportunity to consult in private with the Union designated representative.

d. The investigatory interview may be delayed for a reasonable amount of time until the representative is available, or representation has been declined.

3. The Agency respects an Employee's right to be represented during investigatory meetings.

4. Employees are compelled to provide truthful responses to questions raised during an investigation.

5. Employees cannot refuse to answer questions, but if an employee desires representation, the investigatory interview may be delayed for a reasonable amount of time until a representative is available, or representation has been declined.

Section 13.3 - Non-disciplinary and Disciplinary Actions

1. Counseling and warning sessions are informal meetings that supervisors can use to make employees aware of possible misconduct. The informal meetings should be documented in pencil (date, subject, and employee's initials) on an NGB Form 904-1 contained in the employee's work folder, and will remain for a minimum of six (6) months, but no longer than twelve (12) months as long as there are no continuing or reoccurring conduct problems.

2. NGB 904-1 entries made without the employees knowledge or acknowledgement are not considered valid, and may not be referenced as a prior offense in conjunction with a disciplinary action. When a supervisor documents misconduct using an NGB 904-1 form:

a. The employee shall be notified by his/her supervisor that an entry was made within twenty four (24) hours of the entry being made.

b. The employee shall be given the opportunity to discuss the matter with the supervisor, and will initial and date the entry. The employee's initials will signify knowledge of the entry, but not necessarily concurrence. The employee will also be given the opportunity to attach a written rebuttal to the entry within twenty (20) calendar days.

3. A letter of reprimand is a more formal means of making an employee aware that their conduct is unacceptable. If a letter of reprimand is decided upon, the following will apply:

a. Normally issued by the first-level supervisor.

b. Describes the offense in sufficient detail to enable the employee to understand why the reprimand is necessary.

c. If the violation relates to a continuing problem, a summary of past violations and attempts to correct those violations will be included.

d. Informs the employee he/she may review the material relied upon to support the reprimand.

e. Informs the employee that the letter will be filed in the Official Personnel Folder (OPF) for a period of up to twelve (12) months, and that it may be removed prior to the specified time if conduct improves.

f. Informs the employee that the letter of reprimand may be grieved IAW Article 12.

g. Includes a warning that further offenses could result in suspension, change to lower grade, or removal.

Section 13.4 - Adverse Action

1. An Adverse Action (suspension, removal, or change to a lower grade) is an administrative action which denies the employee compensation on a temporary or permanent basis.

2. The following, as required by Agency regulation and TPR 752, will be the sequence of events for an adverse action:

a. Notice of Proposed Adverse Action

(1) Employees will be given a Notice of Proposed Adverse Action signed by the individual proposing the action, normally their immediate Supervisor.

(2) The proposal will include the specific reasons for the proposed adverse action, a narrative of the events that support the proposal, and justification for the penalty being imposed.

(3) The proposal will advise the employee of:

i. His/her right to review all the information relied upon to arrive at the proposed adverse action.

ii. His/her right to reply and furnish affidavits and other documentary evidence to the Deciding Official within ten (10) days following receipt of the proposed adverse action notice. This timeline may be extended upon request by the employee and/or their representative if there's justification that more time is needed in order to furnish an adequate response.

iii. His/her right (and their representative) to excused absence to prepare a reply.

iv. The Deciding Official's name, telephone number, email address, business address, and how to request an extension of time.

v. That the Deciding Official will issue an original decision at the earliest practical date after receipt of replies or after the reply period has ended.

vi. The HRO-LRS is the point-of-contact.

vii. In cases of removal, if the proposed action is upheld by the Deciding Official, it will be enforced no earlier than twenty (20) days from the date the Original Decision is issued to the employee.

b. Employee's Reply

(1) An employee has the right to receive fair and impartial consideration from the Deciding Official. An employee's reply will be given due consideration and weight. A Deciding Official may not treat the reply as an empty formality.

(2) An Employee is allowed to raise mitigating factors in their reply (e.g. marital problems, financial obligations, number of dependents, and alleged bias of immediate supervisor).

(3) An employee will be allowed a minimum of ten (10) days to reply to the charges, in writing and/or in person, to the Deciding Official. The ten (10) day timeline will be calculated IAW Section 13.5(4).

(4) The Agency will take no action for the duration of the ten (10) day reply period, or the agreed-upon extended time.

c. Original Decision Letter

(1) The Technician will be issued a Notice of Original Decision which will state the specific action being taken.

(2) The Original Decision should normally be issued within fifteen (15) days of the employee's response. This timeline may be extended if there's justification that more time is needed in order to furnish an adequate response. The letter must contain the following:

i. The action that was decided upon. An action more severe than originally proposed cannot be taken.

ii. Date action will be effective IAW Section 13.5(5).

iii. Reference the employee's reply and how it was specifically considered in arriving at the decision.

iv. Provide detailed justification for the decision. When an employee is charged with multiple offenses, each charge must be addressed separately by the Deciding Official.

v. Provide the HRO-LRS point-of-contact assistance information.

vi. Inform employee of their appeal or grievance options IAW Section 13.5(5).

3. During a proposed adverse action the employee will remain in a duty status pending the Original Decision. The Agency may determine that an employee awaiting discipline should not be present at the worksite because it may adversely impact the mission, cause a safety concern, or unduly disrupt the work area. In that case the Agency may place the employee in a non-duty pay status for all or part of the time it takes to process the Original Decision.

4. Employees will be given a minimum of ten (10) days following receipt of a Notice of Proposed Adverse Action (NoPAA) to furnish a reply to the Deciding Official. The timeline does not begin until the employee or their representative has been provided copies of all documentation referenced as relied upon in the NoPAA to justify the discipline.

5. When a Deciding Official imposes a suspension, change to lower grade, or removal, the deciding official will inform the employee of their right to appeal IAW NGB TPR 752-1. In cases of removal, the penalty may not become effective for a period of at least twenty (20) days after issuance. The twenty (20) day period after the Original Decision is issued allows for the employee to request an appeal.

6. Where the original decision letter imposes a suspension, change to lower grade or removal, imposition of the action may be held in abeyance at the request of the Technician and concurrence of The Adjutant General.

a. The request will be made to The Adjutant General, with written justification, through the HRO within five (5) calendar days after issuance of the original decision.

b. The Adjutant General's representatives will consider the request and will provide an opportunity to meet and confer with the Technician and their representative on the merits of the

request.

c. The Adjutant General or designated representative will render a written decision within five (5) days after the information is received and the meeting has occurred to inform the Technician as to whether or not the request will be granted.

Section 13.5 - Miscellaneous Provisions

1. The employer will not reasonably delay a Request for Information (RFI) submitted IAW 5 USC 7114(b)(4) concerning prior disciplinary offenses as they relate to a pending adverse action.

2. The parties understand that all employee personnel records are subject to the provisions of the Privacy Act.

ARTICLE 14 - FURLOUGH AND REDUCTION IN FORCE (RIF)

Section 14.1 - Furlough

1. Furloughs of thirty (30) days or less will be conducted IAW NGB TPR 715.

2. Furloughs in excess of 30 calendar days (22 workdays) are considered reductions-in-force and will be conducted IAW TPR 300 (351).

3. The Agency shall notify the Union as early as possible of a potential furlough or RIF and shall be included in the planning and implementation team and/or committee assigned with the oversight of the process.

ARTICLE 15 – MERIT PLACEMENT

1. Merit Placement will be IAW the state Merit Placement Plan (MPP) dated 01 May 2012.

2. The Parties agree that any changes in the Merit Placement Plan (MPP) will be bargained and conform with 5 CFR Part 335 prior to implementation.

ARTICLE 16 – ENVIRONMENTAL DIFFERENTIAL AND HAZARDOUS DUTY PAY (EDP & HDP)

Section 16.1 - Reduction of Hazardous Working Conditions

1. The Agency shall provide the best possible work environment for the safety and well-being of the employee.

2. When the Agency's action does not overcome the unusually severe nature of the hazards, physical hardships, or working conditions, an environmental differential determination may be authorized.

3. Current conditions will always be considered in the assignment of duties.

4. When anyone identifies a condition that may warrant coverage under appropriate categories of Environmental Differential Pay (EDP) or Hazardous Duty Pay (HDP) they may initiate an EDP/HDP Situation Request IAW the applicable Agency Regulation.

5. Administration of this plan will be IAW all applicable laws, rules and regulations.

Section 16.2 - Hazardous Weather Conditions

1. The Parties agree that certain hazardous weather conditions (lightning, flooding, extreme heat, extreme cold, etc.) can create or contribute to unsafe work conditions. The parties further agree to monitor conditions, provide applicable specific training, and to work together to prevent unsafe actions and situations.

2. Safety standards for hazardous weather conditions will be done IAW OSHA guidelines.

3. Lightning safety:

a. Lightning safety awareness is a priority at every outdoor facility and operation. Awareness and education regarding the dangers posed by a lightning strike is the single most important means to achieving lightning safety. The Agency will conduct annual safety briefings which educate employees on the dangers posed by lightning.

b. The Agency will monitor weather conditions at all times using the most up-to-date means of weather forecast equipment available, and will keep employees posted on the latest weather conditions affecting their work area.

c. Local weather forecasts from an approved DoD Weather Organization should be noted in a reasonable amount of time prior to scheduled work activities.

d. Suspension and resumption of work activities, and the weather events that will trigger a work stoppage, should be planned in advance and adhered to without compromise.

e. When lightning strikes the earth within a 10 mile radius of the duty station the Agency will make an announcement warning employees of the close proximity of lightning.

f. When lightning strikes the earth within a 5 mile radius of the duty station, the Agency will cease all outdoor activity at the affected facility and ensure employees take shelter in approved sites. These include fully enclosed metal vehicles with windows up, substantial buildings, and low ground.

g. Unsafe shelter areas include all outdoor metal objects, like power poles, fences and gates, high mast light poles, metal bleachers, electrical equipment, and mowing and road machinery. Personnel will avoid seeking shelter under solitary trees, in water, in open fields, or on high ground and inside caves.

4. Extreme cold:

a. The Agency recognizes the hazards of working outside for extended periods in extremely cold temperatures IAW ATP 4-25.15, Table 8-1.

b. The Agency acknowledges the responsibility to insure the adequacy of cold weather gear worn by employees, and the availability of all such protective equipment, prior to venturing out into extreme temperatures for extended periods of time as determined by applicable extreme weather exposure criteria.

c. The Agency, in accordance with applicable laws and regulations, agrees to provide all appropriate safety and protective clothing, and equipment to employees during the performance of their assigned duties.

Table 8-1. Windchill chart

Wind speed (mph)	Actual temperature (degrees Fahrenheit)											
	50	40	30	20	10	0	-10	-20	-30	-40	-50	-60
	Equivalent chill temperature in degrees Fahrenheit											
CALM	50	40	30	20	10	0	-10	-20	-30	-40	-50	-60
5	48	37	27	16	6	-5	-15	-26	-36	-47	-57	-68
10	40	28	16	3	-9	-21	-33	-46	-58	-70	-83	-95
15	36	22	9	-5	-18	-32	-45	-58	-72	-85	-99	-112
20	32	18	4	-10	-25	-39	-53	-67	-82	-96	-110	-124
25	30	15	0	-15	-29	-44	-59	-74	-89	-104	-118	-133
30	28	13	-2	-18	-33	-48	-63	-79	-94	-109	-125	-140
35	27	11	-4	-20	-35	-51	-67	-82	-98	-113	-129	-145
40	26	10	-6	-22	-37	-53	-69	-85	-101	-117	-132	-148
	LITTLE DANGER				INCREASING DANGER				GREAT DANGER			
Notes: Little Danger Greatest danger from false sense of security. Increasing Danger Exposed flesh may freeze within 1 minute. Great Danger Exposed flesh may freeze within 30 seconds. Wind speed of more than 40 miles per hour has little additional effect.												
Legend: mph miles per hour - minus												

5. Extreme heat:

a. The Agency recognizes the potential hazards of working outside for extended periods in extremely hot temperatures.

b. Individual tolerance to temperature extremes varies and may be affected by the type of sustained outside activity (light, moderate, or heavy) being accomplished; therefore, common sense must be applied IAW ATP 4-25.12, Table 7-4.

c. IAW OSHA standards, risk assessment principals will be utilized to maximize operational capabilities while minimizing risks during periods of extremely hot temperatures when sustained outside work is required.

d. IAW OSHA Standards, the Agency will monitor weather conditions and determine when extremely hot temperatures are a work factor.

e. Mission-essential work will be performed to meet requirements. If the outside temperature becomes extremely hot and the Agency determines it is a work factor, the Agency will institute appropriate work control measures such as rest periods in cool areas, cool drinking water, etc., to reduce the risks involved in sustained mission-essential outside work in accordance with Table 7-4 in Section 16.2.5.

f. If the outside temperature becomes extremely hot and the Agency determines it is a work factor, the Agency will make every reasonable effort to minimize sustained non-mission essential outside work.

g. The Agency will determine what appropriate work control measures will be instituted to reduce risks involved in sustained non-mission essential outside work.

h. The Agency will make every effort to train supervisors and employees on the effects of heat and sun exposure.

i. The Agency will make sunscreen, and any other PPE required by regulation, available for use by those employees whose duties involve routine and sustained exposure to the sun.

j. The Agency will provide access to the laws, regulations, and instructions applicable to this article.

Table 7-4. Work/rest and water consumption guide

Heat category	WBGT index in degrees Fahrenheit	Easy work		Moderate work		Hard work	
		Work/rest minutes	Water intake (qt/hr)	Work/rest minutes	Water Intake (qt/hr)	Work/rest minutes	Water intake (qt/hr)
1	78°–81.9°	NL	½	NL	¾	40/20	¾
2 (Green)	82°–84.9°	NL	½	50/10	¾	30/30	1
3 (Yellow)	85°–87.9°	NL	¾	40/20	¾	30/30	1
4 (Red)	88°–89.9°	NL	¾	30/30	¾	20/40	1
5 (Black)	> 90°	50/10	1	20/40	1	10/50	1
Notes: The work/rest times and fluid replacement volumes will sustain performance and hydration for at least 4 hours of work in the specified heat category. Individual water needs will vary $\pm \frac{1}{4}$ qt/hr. Rest means minimal physical activity (sitting or standing), accomplished in the shade if possible. CAUTION: Hourly fluid intake should not exceed 1½ quarts. Daily fluid intake should not exceed 12 quarts. Wearing body armor in humid climates adds 5°F to the WBGT index. Wearing chemical, biological, radiological, and nuclear protective ensemble in humid climates adds 10°F to the WBGT index.							
Legend: °F degrees Fahrenheit NL no limit to work time per hour qt/hr quarts per hour > greater than \pm plus or minus WBGT wet bulb-globe temperature index							

Section 16.3 - Environmental Differential Pays (EDP)/ Hazardous Duty Pays (HDP)

1. EDP/HDP may be authorized IAW 5 CFR §532 and 5 CFR §550 respectively. All requests for EDP/HDP will be completed IAW applicable Agency regulation.

ARTICLE 17 - POSITION DESCRIPTIONS

Section 17.1 - Employee Awareness of Assigned Duties

1. A position description (PD) is a statement of major duties, responsibilities and supervisory relationships for a given position as required by the mission. Each employee's PD will be maintained in the supervisor's work folder and reviewed with the employee annually, usually in conjunction with their performance appraisal, or as requested by the employee.
2. Both the supervisor and the employee are responsible for ensuring that the duties and responsibilities of the current PD accurately reflect the work being performed. New-hire employees will be provided a current copy of their PD at their incoming briefing.
3. Employees concerned that they could be performing duties outside the scope of their PD (either higher or lower graded duties) may request a desk audit of their position. Employees concerned that their position is not classified correctly may request a classification appeal.
4. When a PD no longer accurately reflects the duties being performed by an employee the supervisor will coordinate with HRO Classification Specialist to determine what corrective action is needed. When a PD is changed, the supervisor will take into consideration any new

duties for which the employee is not already qualified when conducting evaluations.

5. A supervisor will immediately notify an employee of any changes to their PD. They will also provide a copy of the changes to the employee, and will review the changes with the employee so that he/she is aware of the modifications to the PD.

Section 17.2 - Other Duties as Assigned

1. The Agency may require an employee to perform "other duties as assigned" on a temporary and infrequent basis.
2. The Parties agree that the phrase "other duties as assigned" as used in a PD simply establishes the principle that assignment of duties to employees is not limited to the duties specifically described in the PD and will not be grade-determining.
3. "Other duties as assigned" does not apply to tasks which would otherwise be considered a detail, temporary promotion, or a reassignment, and may not include those duties that might result in injury to the employee or fellow employees due to a lack of knowledge, lack of proper equipment, or improper training for the task.
4. "Other duties as assigned" should not exceed twenty-five (25%) of the time that an employee is available to perform his primary duties (as outlined in their PD). Neither the Agency nor employees shall abuse the use of "other duties as assigned." If an employee is assigned duties of a higher pay grade for more than thirty (30) days within a one hundred and twenty (120) day period, the employee should be temporarily promoted to the higher paying position. Promotions exceeding one hundred and twenty days (120) days shall be competitively announced.

ARTICLE 18 – EMPLOYEE DEVELOPMENT AND TRAINING

Section 18.1 - Job Related Training and Qualifications

1. The Agency agrees to provide job related training and development for employees, as necessary, to accomplish the mission of the Arkansas National Guard in an efficient manner, and to consider the Union's views and recommendations in developing programs relating to training of employees. The Agency shall encourage and assist in securing training for all employees, as appropriate, (to include re-certification training in specialized areas) that is consistent with the Agency's needs and in accordance with applicable laws and regulations. All employees shall have an equal opportunity to participate in training.
2. The Parties recognize that changes in the work place will continue as technology, new techniques, material, and equipment are developed and employed. Each employee is responsible, to the greatest extent possible, for taking the initiative necessary to keep abreast of changes.
3. The Agency agrees to extend every reasonable consideration to employees for attendance at job related courses. Supervisors will provide information on courses that relate to improving the employee's job performance, as applicable.

Section 18.2 -Personal Development

1. The Agency encourages employees to take advantage of the educational benefits that are available to them by virtue of their membership in the Arkansas National Guard.
2. To the greatest extent possible, and barring any disruption to the mission of the Arkansas National Guard, the Agency agrees to accommodate employees pursuing a higher level education or certification, in a nationally recognized and accredited institution, such as a community college or university.
3. The Agency will work with the employee to adjust his/her shift rotation or work schedule in order to facilitate their education goals when possible.
4. Upon request, an employee must provide evidence of active/continued enrollment in an accredited institution, satisfactory attendance, and progress in order to justify adjustments to work shifts or schedules.

ARTICLE 19 - EQUAL EMPLOYMENT OPPORTUNITY (EEO)

Section 19.1 – Policy

1. The Parties strongly endorse Title VII of the Civil Rights Act of 1964 (42 USC Chapter 21, Subchapter VI), the right of employees to be free from workplace discrimination. Complaints of discrimination brought by employees are governed by 5 CFR Part 1614.
2. The Parties agree to work together to ensure that all employees are periodically informed of the Agency's EEO policy.

Section 19.2 – EEO Complaint Procedures

1. Any employee who believes they have been discriminated against may file a complaint in accordance with Federal laws and Equal Employment Opportunity Commission (EEOC) regulations, or may pursue a grievance IAW Article 12, but not both. Employment discrimination includes, but may not be limited to:
 - a. Unfair treatment because of your race, color, religion, sex (including pregnancy), national origin, age (40 or older), disability or genetic information;
 - b. Harassment by managers, co-workers, or others in your workplace, because of your race, color, religion, sex (including pregnancy), national origin, age (40 or older), disability or genetic information;
 - c. Denial of a reasonable workplace accommodation that you need because of your religious beliefs or disability;
 - d. Retaliation because you complained about job discrimination, or assisted with a job discrimination investigation or lawsuit;

- e. Discrimination on other bases including sexual orientation, status as a parent, marital status, political affiliation, and conduct that does not adversely affect the performance of the employee.

Section 19.3 – Representation and Official Time

1. Employees may elect Union representation in an EEO complaint or grievance.
2. An employee's representative must be elected in writing. The appointed representative shall be allowed to attend all subsequent meetings, hearings, investigations, or discussions in which the employee is required to be present.
3. An employee and his/her representative shall be given a reasonable amount of time to prepare and present a complaint or any subsequent appeal.

ARTICLE 20 - USE OF OFFICIAL FACILITIES & SERVICES

Section 20.1 – Office and Meeting Space

1. The Agency shall provide the Union with adequate space to conduct Union meetings during non-work hours (before and after normal duty hours, and during lunch). As such, the Agency agrees that Building Number 6202, Camp J.T. Robinson, North Little Rock, AR 72199 shall be designated as the Union office.
2. Should Building Number 6202 become unavailable for use by the Union for any reason, or should the Agency require that the Union permanently vacate the current office, the Agency agrees to re-locate the Union office to another building or facility on Camp J.T. Robinson that will provide the Union with an equal amount of square-footage and amenities to include a rest room, heating/air conditioning, and communications capabilities.
3. The Union shall be responsible for paying the monthly rent and maintaining the building in accordance with published Housing Board standards. Minor maintenance on the building shall be self-help with the Union providing the labor and the employer providing the materials. Major repairs, i.e. electrical, heating/air conditioning, etc. will be provided by the employer.
4. The Union shall comply with all security rules applicable to the AR ARNG. Requests for a meeting facility, if other than the designated Union office, will be coordinated by the Union with the Agency prior to use.

Section 20.2 – Union Guests & Other VIP's

1. The Union shall notify the Agency within a reasonable period of time of any Union Officials or VIP guests that require access to AR ARNG facilities in order to ensure security regulations and other required protocols are observed.
2. The Agency will not unreasonably deny Union requests for guests or VIP's to access facilities.

Section 20.3 – Mail Service

1. The Union shall be authorized to use the Agency's internal mail distribution system, and the electronic mail system (e-mail), to conduct Union business which is necessary for the effective representation of bargaining unit employees.

2. Union representatives shall observe all Agency rules and regulations governing the use of mail distribution systems (electronic or otherwise). Failure to do so may result in denial of access of use.

Section 20.4 - Publications

1. The Agency will keep employees informed of changes in services and benefits such as retirement seminars, Health Benefits, and Thrift Savings Plan, etc.

2. The Agency agrees to make electronically available to the Union and employees for their use in review and research, current policy directives, regulations, etc. relating to matters which affect personnel policies, practices, and working conditions.

Section 20.5 - Bulletin Boards

1. The Union will be provided reasonable space, on a bulletin board, where technicians congregate or pass in each installation or activity that has three or more technicians eligible to belong to the recognized unit, for the posting of Union bulletins or notices. All posting and maintenance of bulletin board space will be on off duty time.

2. Any such bulletin notices or literature posted or distributed must not violate any law, security, directive, or contain libelous material.

3. The Union agrees to maintain the bulletin board space provided in a neat and current manner.

4. The Union will be responsible for the content of literature posted on the bulletin board.

Section 20.6 – Common Areas

1. Smoking/non-smoking areas for all Agency facilities shall be as established by law or regulations for State or government-wide Federal facilities, as the case may be.

2. Subject to funding and available space, personal lockers of adequate size, authorized by regulation, may be provided by the Agency daily for storing of uniforms and other personal items.

ARTICLE 21 – TEMPORARY DUTY (TDY) AND TRAVEL

Section 21.1 - General

1. IAW JTR Volume II, the use of government quarters by civilian employees during temporary duty (TDY) assignments, including assignments to a military post, camp, station, or depot owned and operated by the United States Government, is not mandatory and will be at the discretion of

the employee.

2. In some very limited circumstances, the Agency may determine that use of government quarters by civilian employees is necessary due to the lack of adequate commercial lodging facilities in the temporary-duty location, or when the use of commercial lodging facilities creates a safety concern for the employee.

3. The Parties agree that employees will use Defense Travel System (DTS) and Government Travel Card (GTC) for all official travel arrangements and related expenses. If an employee is unable to qualify for a GTC, the employee will receive a travel advance via DTS prior to departure on TDY.

Section 21.2 - Travel Entitlements

1. Travel and per diem will be paid IAW applicable law, rule, and regulation.

2. The Agency will notify employees as far in advance as possible of TDY travel. An employee may request to be excused from TDY under justifiable circumstances. If an employee's request is denied, the Agency shall provide the employee a written explanation.

3. Travel will be conducted by the most advantageous, prudent, and economic means available. The Agency will not require an employee to use their privately owned vehicle (POV) for travel, nor will an employee be entitled to reimbursement for POV travel not previously approved and the most cost effective mode of transportation IAW the JTR and Agency policies.

4. An employee's objection to traveling by commercial airline, which is supported by a valid medical certificate stating he or she should not travel by aircraft, may be accepted as sufficient authority to utilize other methods of transportation.

5. In no case will TDY's be assigned to any employee as a reward or punishment.

ARTICLE 22 - PERFORMANCE STANDARDS AND EVALUATIONS

Section 22.1 – Employee Performance

The Agency's Employee Performance and Incentive Awards Programs will be administered IAW NGB regulatory guidance.

Section 22.2 – Actions Based On Unacceptable Performance

1. An indefinite or permanent employee whose performance is unacceptable (Tier 1) is entitled to a performance improvement plan (PIP) for a minimum of ninety (90) days which informs the employee of:

- a. The instances of unacceptable performance.
- b. The critical elements of the job standard which are unacceptable.
- c. How the supervisor will assist the employee in bringing his/her work up to acceptable standards.

2. Use of the Employee Assistance Program (Article 23) may be appropriate in instances of unacceptable performance. Both supervisors and employees are encouraged to identify situations where it may be advisable for an individual to voluntarily seek assistance.

ARTICLE 23 - EMPLOYEE ASSISTANCE PROGRAM (EAP)

1. The employer agrees to utilize the existing Employee Assistance Program to assist employees who may be experiencing personal difficulties or hardships such as substance dependency or abuse, relationship challenges, stress, and other situations which can affect an employee's ability to accomplish their assigned duties. The employer will not reveal names of persons voluntarily seeking assistance without the employee's written consent. Employees may request the services available through the Agency-sponsored EAP any time.

2. Supervisors may refer employees to EAP at any time; however participation in the program is strictly voluntary.

3. No disciplinary or adverse action will be taken as a result of using or refusing EAP. This extends to an employee who self-discloses a personal medical/behavioral condition to his supervisor.

4. This article does not limit the Agency's right to take administrative action, especially in cases of illegal drug use or violations of the law.

5. Participation in rehabilitative programs shall be taken into consideration when disciplinary action is pending against the employee.

ARTICLE 24 - OUTSOURCING AND CONTRACTING OUT

1. The Parties agree that it is in their interest to preserve technician manpower positions within the AR ARNG.

2. The employer will notify the Union as soon as it decides that it is necessary to contract out work which could cause an immediate or eventual RIF or downgrade of employees. This notification shall occur before the contract is let.

3. The employer agrees to negotiate with the Union to the extent those negotiations do not interfere with the Agency's rights under the Statute. The employer also agrees to negotiate appropriate arrangements for employees adversely affected by the decision to contract out work.

ARTICLE 25 - WAGE SURVEY

Section 25.1 - Employee Participation

1. The Parties recognize that valuable contributions can be made in regards to developing wage policies and in conducting wage surveys. If requested to do so by the Local Wage Survey Committee (LWSC), the Agency and the Union will select employees as data collectors on the basis of their qualifications to assist in the collection of wage data.

2. Union members will be given priority consideration when Wage Grade employees are being selected as data collectors.
3. If selected by the LWSC to host the collection of wage data, the Agency should try to furnish temporary office space and communication equipment (computer terminals, telephone, and fax machine) if space is available as necessary in order to support the DoD Wage and Salary Survey Team.
4. Depending on available funding, the Agency may provide data collection teams access to GSA vehicles in order to facilitate their collection of local wage data.

ARTICLE 26 - LABOR/MANAGEMENT COOPERATION

Section 26.1 - Joint employer-Union Sponsored Training Sessions

1. The Parties may conduct joint Employer-Union training sessions upon request by either party. The training sessions may include training on the administration of this agreement, Alternate Dispute Resolution (ADR) or Interest Based Bargaining (IBB) methods, and other topics specifically related to Labor/Management Relations (LMR).
2. Training conducted should be on Official Time.

Section 26.2 - Labor/Management Relations (LMR) Training

1. Employees serving as Union representatives may be granted official time in conjunction with attendance at training sessions sponsored by the Union, provided that the subject matter of such training is in the public interest and will benefit the Government, the Labor Organization, and the Arkansas National Guard.
2. Requests to be excused to attend Union sponsored training will be submitted, with justification to the supervisor and HRO-LRS, as soon as possible but no later than fourteen (14) days prior to the training session.
3. Approval/Disapproval notice will be returned by e-mail no later than seven (7) days after the request is received IAW Section 26.2(2).
4. Specific justification for approval of LMR Training is as follows:
 - a. The name and title of the official or representative of the appropriate LIUNA Local.
 - b. The name or title of the Union sponsored training session.
 - c. The agenda of the Union sponsored training session, to include total number of hours.
 - d. The specific dates of training.
 - e. The total number of hours requested.

f. Location of Training, i.e. facility and address.

5. Upon completion of the training, a certificate of attendance or a letter certifying the attendance of the Union representative is required to verify excused absence used.

6. Verification of attendance will be given to immediate supervisors for time keeping purposes.

7. When LMR training constitutes official business (i.e. training is in the public interest) and is considered beneficial IAW 5 USC §7131 (d)(2), travel and per diem may be paid IAW appropriate law, rule or regulation if funding is available and approved.

Section 26.3 - Orientation of New Employees

The Agency will allow the Union a minimum of fifteen (15) minutes of Official Time to brief the new employee on his/her rights as an employee of the Federal government, the Union's role in the workplace, and the membership benefits the Union has to offer.

Section 26.4 - Labor Management Partnership

The Agency and the Union agree to maintain the State level Labor Management Forum or Council that implements the requirements of Executive Order 13522 issued by President Barrack Obama. The Parties agree to continue this collaborative framework even in the absence of EO 13522.

ARTICLE 27 - POLICY LETTERS AND MEMORANDUMS AFFECTING CONDITIONS OF EMPLOYMENT AND EMPLOYEE CONDUCT

1. It is the Agency's right to establish, update, or rescind personnel policies affecting conditions of employment and conduct.

2. The Parties agree to participate in pre-decisional involvement and fulfill their obligations in Article 6.2 prior to implementation of policies and procedures that change conditions of employment.

3. The Agency will ensure that all personnel policies are readily available for employees to review.

APPENDIX A - REQUEST FOR OFFICIAL TIME

APPENDIX B - GRIEVANCE FORM

APPENDIX C - NGB FORM 904-1

Appendix A to Agreement Between the Adjutant General of Arkansas and the Laborers Union of North America (LIUNA)

SUBMIT TO: HRO-LRS

PAY PERIOD ENDING

Submit form to Civilian Personnel Office, Attention Labor Relations Office, at the end of each pay period when an employee has spent official time for any of the categories listed below. Give amount of time spent under each category by code and record time in increments of 15 minutes. Use of Employee/Union Representative or Time-Out/Time-In Column is optional. For assistance contact Servicing Civilian Personnel Office.

Official time for employee representation functions in connection with grievances, arbitrations, adverse actions, EEO and other complaints and appellate processes.

TOTAL CATEGORY TIME USED

DISAPPROVED REQUESTS WILL BE RECORDED ON BACK OF SHEET. RETURN SHEETS TO HRO-LRS BY COB 15 APRIL AND 15 OCTOBER EACH YEAR.

Appendix B to Agreement between The Adjutant General of Arkansas and the Laborers International Union of North America (LIUNA)

FORMAL GRIEVANCE

THIS FORM MUST BE COMPLETELY FILLED OUT

Name of Grievant (Please Print): Job Title: Date of Hire:		Work Phone: Home Phone:		
Home Mailing Address: Street or P.O. Box: City: State: Zip:		Work Mailing Address: Dept: Div/Section: Street or P.O. Box: City: State: Zip:		
Date, time and place of event leading to grievance:		Date you became aware of the event, <i>(if different)</i> :		
Detailed description of grievance including names of other persons involved, if any <i>(Ref. NRS 233B.121)</i> :				
Applicable sections of NRS and NAC <i>(Grievant must identify all statutes/regulations pertinent to this grievance if submitted to Employee-Management Committee. If none, please so indicate. Ref. NRS 233B.121)</i> :				
Proposed solution to grievance:				
Grievant: File a copy of this form with your immediate supervisor and retain a copy for filing at the next step or steps (see instructions on page 2 for a description of who to file with for steps 1 through 4) if necessary. If you do not receive a response within 10 working days or disagree with the action taken, you may file a copy of the grievance at the next step.				
Step	Grievance Filed With <i>(Please Print Name)</i>	Date	Grievant's Signature	Date
1				
2				
3				
4				

NPD-50-A
(Rev.: 8-13-07)

See instructions on page 2 of this form for procedures to be followed in filing a formal grievance.

GRIEVANCE PROCEDURE

A grievance is defined as an act, omission or occurrence which a permanent employee feels constitutes an injustice and can be established on factual information. It may relate to any condition arising out of the relationship between an employer and an employee, including but not limited to, compensation, working hours, working conditions, membership in an organization of employees or the interpretation of any law, regulation or disagreement. It does not include position allocation, involuntary transfers, dismissals, demotions, or suspensions.

The grievance procedure and statements made on this form do not include all the rights available to a grievant. Consequently, NAC 284.658 through 284.697, which provide direction for the adjustment of grievances, should be reviewed prior to the filing of a grievance.

Instructions for All Parties (Employee and Management)

1. All parties may consult with and receive the assistance of their department personnel offices or the Department of Personnel in resolving a grievance (NAC 284.662(4)). Department of Personnel Contact information can be obtained from our website <http://dop.nv.gov/>, or by calling (775) 684-0135.
2. A formal grievance must be filed within 20 working days following origin of the grievance or the date an employee who feels aggrieved learns of the problem. **Every effort should be made to resolve the grievance by informal discussion during this 20-day period.** NAC 284.678(1)
3. Except for grievances filed with the EMC, the time limit for filing a grievance and for taking any action required by either party at steps 1-3 in the grievance procedure may be extended by the mutual agreement of the parties. Use form TS-145 for this purpose.

Instructions for The Employee Submitting A Grievance (Grievant)

1. When a formal grievance is filed, all the information requested on the NPD50-A form *must* be provided. The description of the grievance should include the names of other persons involved in the act, omission or occurrence.
2. The normal course of action in the grievance procedure is as follows:
 - Step 1: File with Immediate Supervisor - If not resolved within 10 working days, take next step.
 - Step 2: File with Division Head - If not resolved within 10 working days, take next step.
 - Step 3: File with Department Head - If not resolved within 10 working days, take next step.
 - Step 4: File with Employee-Management Committee - Within 45 working days of receipt of the request, the EMC will render a decision or schedule a hearing and then render a decision.
3. Following receipt of notification of action at steps 1-3, the grievant has 10 working days to refer the grievance to the next step unless the time limit is extended by agreement of the parties. A grievance may be submitted to the next level if the grievant has not received notification within the 10 working day period in which such action is required. The respondent, at each step, retains the documentation received from the grievant. The grievant is responsible for maintaining copies of the documentation he provided for his records and for filing at the next step in the grievance procedure, including attaching all previous responses when submitting the grievance to the next step.

Appendix C to Agreement Between the Adjutant General of Arkansas and the Laborers Union of North America (LIUNA)

NGB Form 904-1 is now obsolete. Entries will be made, in pencil, on the Supervisor's Employee Brief.