

Iowa Army National Guard



**“To Be An Organization of Excellence Dedicated
To Providing A Ready, Full Spectrum, Joint Capable
Force, Serving Our Nation, State, and Community”**

NEGOTIATED AGREEMENT

2016



“Duty.....Dignity.....Dedication”

“Civilian in Peace, Soldier in War”

Heartland Chapter – 515-252-4479

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PREAMBLE

Wherever language in the Agreement refers to specific duties or responsibilities of supervisors or management officials, it is intended only to provide a guide as to how a situation may be handled. It is agreed that the Employer retains the sole discretion to assign work to supervisors and management officials and to determine which supervisors or management officials will perform the supervisory or managerial functions discussed.

ARTICLE 1

GENERAL PROVISIONS

SECTION I - PURPOSE

1-1 AGREEMENT:

Pursuant to 5 U.S.C. Chapter 71, the following articles constitute an agreement by and between the Adjutant General, Iowa Army National Guard, hereinafter referred to as the Employer, and the Heartland Chapter, Association of Civilian Technicians, hereinafter referred to as the Labor Organization.

1-2 MUTUAL COVENANTS:

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

- a. Promote and improve the efficient administration of the Iowa Army National Guard and the well-being of its technicians within the meaning of 5 U.S.C Chapter 71.
- b. Provide for the highest degree of efficiency in the accomplishment of the mission of the agency.
- c. To establish a basic understanding relative to personnel policy, practices and procedures, and matters affecting other conditions of employment within the jurisdiction of the Adjutant General.
- d. To provide means for amicable discussion and adjustment to matters of mutual interest.
- e. Promote technicians communications and information of personnel policy and procedures.

1-3 CONTRACT DISTRIBUTION:

The Employer will cause 60 copies of this agreement to be printed and provided to the Labor Organization (printing to occur approximately thirty (30) days after the effective date of the agreement). In addition, an electronic copy be made available on the Iowa National Guard's public SharePoint site.

The Labor Organization is authorized to print or copy additional agreements as needed with the use of the Employer's resources.

New employees will be informed, during their new employee orientation, that the agreement is available via hyperlink on the Iowa Army National Guard web sites main page or by contacting their Labor Organization representative.

Bargaining unit employees are authorized to print a copy of the agreement from the Iowa Army National Guard web site using Employer resources during duty time.

SECTION II - BARGAINING UNIT/EXCLUSIVE RECOGNITION

1-4 BARGAINING UNIT:

The Employer recognizes that the Labor Organization, Association of Civilian Technicians (ACT), is the exclusive representative of all technicians, Iowa Army National Guard employees in the bargaining unit as follows:

INCLUDED: All wage grade and general schedule technicians employed by the agency.

EXCLUDED: Employees described in 5 U.S.C. 7112(b).

NOTE: In applying this paragraph, 5 U.S.C. Chapter 71 pertaining to supervisors and others who must be excluded from the bargaining unit will prevail. Any changes to the bargaining unit, after the effective date of this agreement, will be through mutual consent or a Federal Labor Relations Authority (FLRA) clarification of unit.

1-5 APPLICATION:

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

1-6 SUPERVISORS LIST:

Upon request from the Labor Organization the supervisory chain of command will be provided for requested bargaining unit positions.

1-7 GENDER REFERENCES:

It is agreed that for the purpose of this agreement, reference to the word “(s)he” will include both the masculine and feminine genders, unless otherwise specifically addressed therein.

SECTION III - TECHNICIAN RIGHTS

1-8 5 U.S.C. CHAPTER 71:

Parties to this agreement recognize that, “each employee shall have the right to form, join, or assist any Labor Organization, or to refrain from such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right” in accordance with 5 U.S.C. Chapter 71, Subchapter 1 Section 7102.

1-9 TECHNICIAN PARTICIPATION:

The Employer recognizes the right of technicians to organize and express their views collectively or to refrain from such activity; that Labor Organization participation in the formulation and implementation of personnel policies affecting the technicians contribute to the effective conduct of operations and the efficient administration of these policies.

SECTION IV - MANAGEMENT RIGHTS

1-10 5 U.S.C. CHAPTER 71:

Management officials of the agency retain these rights:

- a. To determine the mission, budget, organization, number of employees, and internal security practices of the agency; and
- b. In accordance with applicable laws:
 1. To hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
 2. To assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;
 3. With respect to filling positions, to make selections for appointments from:
 - a. Among properly ranked and certified candidates for promotion; or
 - b. Any other appropriate source; and
- c. To take whatever actions may be necessary to carry out the agency mission during emergencies.

1-11 CONTRACT NEGOTIATIONS:

Nothing in this agreement shall impose upon the Employer the obligation to negotiate with the Labor Organization on matters with respect to the mission of the Employer; its budget; its organization; the number of technicians; and the number, types, and grades of positions of technicians assigned to an organizational unit, work project or tour of duty; or the technology, methods and means of performing work.

1-12 NEGOTIATED PROCEDURES:

Nothing in this agreement shall preclude the parties from negotiating procedures which the Employer will observe in exercising any authority in carrying out of the above rights. Nothing in this agreement precludes negotiating appropriate arrangements for technicians adversely affected by the exercise of any authority of the above rights by the Employer.

SECTION V - LABOR ORGANIZATION RIGHTS AND DUTIES

1-13 EXCLUSIVE REPRESENTATIVE:

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

1-14 REPRESENTATION RIGHTS:

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

1-15 INDIVIDUAL RIGHT TO REPRESENTATION:

A Technician is not precluded from:

- a. Being represented by an attorney or other representative, other than the Labor Organization, of the technicians own choosing.
- b. Exercising grievance or appellate rights established by law, rule or regulation; except in the case of grievance or appeal procedures negotiated within this agreement.

1-16 TECHNICIAN RIGHTS:

The Labor Organization will not interfere with, restrain, or coerce any employee in the exercise of their rights under law. The Labor Organization will not coerce, discipline, fine, or attempt to coerce a member of the Labor Organization as punishment, reprisal, or for the purpose of hindering or impeding the member's work performance or productivity as an employee, or the discharge of the member's duties as an employee.

The Labor Organization will not discriminate against an employee with regard to the terms or conditions of membership in the Labor Organization on the basis of race, affiliation, marital status or disability.

1-17 PROHIBITED PRACTICES:

The Labor Organization will not call or participate in, a strike, work stoppage, or slowdown, or in the picketing of the Employer in a labor management dispute if such picketing interferes with the agency's operations. The Labor Organization will not condone any activity described in this section by failing to take action to prevent or stop such activity.

1-18 CONTRACT ENFORCEMENT:

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

1-19 INTERNAL LABOR ORGANIZATION BUSINESS:

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

1-20 BULLETIN BOARDS:

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

- a. On existing “consolidated” bulletin boards, sufficient space to allow for posting of Labor Organization material, (3’X3’).
- b. If sufficient space is not available or there is no “consolidated” bulletin board in the facility or building, the Labor Organization may place one bulletin board of similar size per building.
- c. On other existing bulletin boards, if required to identify the area shop steward.
- d. If a shop/work area does not have a bulletin board, wall space will be made available in a high visibility area for the purpose of identifying the shop steward. The Labor Organization agrees that if such additional space is required, agreement will be reached with the area supervisor(s) and the shop steward as to appropriate location, size and type.
- e. The Labor Organization shall be afforded a SharePoint page to act as a virtual ACT Labor Organization bulletin board. The bulletin board will be kept up to date by the Labor Organization. No political campaign literature or material detrimental to the Employer shall be posted.

1-21 WORK ASSIGNMENTS:

Supervisors shall assign duties using proper procedures.

ARTICLE 2

PERTINENT INFORMATION AND DIRECTIVES

APPLICABLE TO THE EMPLOYER AND THE LABOR ORGANIZATION

2-1 EMPLOYER INFORMATION:

The Employer agrees to make available pertinent Technician Personnel Regulations and additional codes, policies, and directives of the agencies (NGB and OPM) during normal duty hours. HRO Newsletters, Technician Handbooks and Adjutant General Policy letters concerning technician issues will be available to the Labor Organization on SharePoint. Job announcements will be available on the current automated job announcement program. In addition the Labor Organization will be granted access to the Iowa National Guard open source website which will allow them the ability to gain Employer information as required.

2-2 LABOR ORGANIZATION INFORMATION:

The Labor Organization agrees to provide the Employer with any pertinent labor/management relations directives that they receive.

2-3 TECHNICIAN MANNING DOCUMENT:

The Employer agrees to furnish the Labor Organization a copy of the applicable Technician Manning document upon the request of the Labor Organization. As changes occur electronic notification will be made as soon as possible for I&I bargaining purposes.

2-4 BARGAINING UNIT MEMBERS:

Upon the request of the Labor Organization the Employer will furnish the Labor Organization a list of names, positions, titles, grades, official email, date arrived at the agency, and organizations/units of all bargaining unit technicians.

ARTICLE 3

LEAVES

3-1 GENERAL:

- a. The Employer and the Labor Organization agree that all current leave regulations will be followed in the administration of leave. Leave approval should generally not be denied due to normal workload.
- b. In addition to leaves found in regulation and in this article, supervisors may approve the following excused absences in accordance with TPR 630, Section 12-3:
 - 1. Blood donations.
 - 2. Registration and Voting.
 - 3. Tardiness and Brief Absences.
 - 4. Physical Examinations.
 - 5. Continuation of Pay, Federal Employees' Compensation Act.
 - 6. Bone Marrow or Organ Donor.
 - 7. Employee Interviews.
 - 8. Employee Assistance Program.
- c. Inclement weather may serve as justification for tardiness or brief absences.

3-2 ANNUAL LEAVE:

- a. Annual leave will be administered on a uniform and equitable basis within the scope of current regulations.
- b. Each technician will be allowed to schedule annual leave in the amount that will normally accrue during the current leave year. This leave should be requested in advance of the preferred date(s). The Employer agrees, in the absence of reasons to the contrary, to consider granting vacations of thirty (30) consecutive calendar days to technicians who desire to take special vacations. Once a technician's request for leave has been approved, they cannot be bumped by another technician.
- c. Unscheduled annual leave. The technician will contact the section supervisor or designated representative(s) before the start of the shift. Only supervisors or designated representative can grant leave. The Employer agrees to grant the request for unscheduled annual leave if compatible with operational requirements. Annual leave for emergency purposes may be granted to technicians who notify their immediate supervisor or designated representative within two (2) hours after they were scheduled to report for work and offer a reasonable explanation. Other situations will be handled on a case-by-case basis.

- d. Annual leave will be charged to a Technician's account in one quarter (1/4) hour increments.
- e. Administration of accrued compensatory time will be administered in accordance with the annual leave provisions. Unused compensatory time will be forfeited after twenty-six (26) pay periods, if not previously used.
- f. Technicians who are dissatisfied with the administration of their leave may have the matter resolved under the grievance procedure established in this agreement.

3-3 LEAVE TRANSFER:

The leave transfer program is a program to donate leave to another technician's leave account. When need arises, this program will be implemented in accordance with current regulations.

3-4 LEAVE WITHOUT PAY (LWOP):

LWOP is an approved leave status and must be requested by the technician and approved by the supervisor.

Employees cannot demand they be granted LWOP as a matter of right except as follows:

- a. To cover a disabled veteran's absence for medical treatment.
- b. To cover a Reserve or technician's absence to perform military duties (not covered by some form of paid leave).
- c. To cover an absence under the provisions of the Family Medical Leave Act.

In addition to the LWOP provisions of TRP 630 listed above, the Employer may consider granting LWOP in other situations. The following are situations that may be considered:

- a. Job related training/education, which would be of benefit to the agency.
- b. Recovery from illness and/or disability.
- c. Personal/family emergencies.

Leave without pay for one (1) year may be granted for not more than one of the members of the Labor Organization for the purpose of serving as an official or employee of ACT. An extension may be granted for subsequent years upon request. When a technician is on leave without pay under the provisions of the agreement, he/she shall be entitled to return to a position of comparable status and pay, if available.

3-5 SICK LEAVE:

Sick Leave will be administered in accordance with all current regulations. The technician who becomes ill is responsible for notifying his/her supervisor or designated representative as soon as practical to request use of leave.

- a. 5 CFR 630.401 states that “an Agency shall grant sick leave to an employee when the employee:
 1. Receives medical, dental or optical examination or treatment;
 2. Is incapacitated for the performance of duties by physical or mental illness, injury, pregnancy, or childbirth;
 3. Provides care for a family member as a result of physical or mental illness, injury, pregnancy, childbirth; or medical, dental, or optical examination or treatment;
 4. Makes arrangements necessitated by the death of a family member or attends the funeral of a family member;
 5. Would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by his/her presence on the job because of exposure to a communicable disease;
 6. Is absent from duty for purposes relating to the adoption of a child, including appointments with adoption agencies, social workers, attorneys, court proceedings; required travel; and any other activities necessary to allow the adoption to proceed.”
- b. Normally medical certificates are not required to substantiate sick leave for three (3) days or less. Although management has the right to require the furnishing of a medical certificate without any preconditions, management may choose to provide a written warning prior to imposing this requirement. When a medical certificate is to be submitted for all periods reported as sick, the requirement will be reviewed annually by the supervisor and the technician concerned, to determine if a continuation of this requirement is necessary. The supervisor may continue the requirement for just cause.
- c. The term “family member” means an individual with any the following relationships to the employee:
 1. Spouse, and parents thereof;
 2. Sons and daughters, and spouses thereof;
 3. Parents, and spouses thereof;
 4. Brothers and sisters, and spouses thereof;
 5. Grandparents and grandchildren, and spouses thereof;

6. Domestic partner and parents thereof, including domestic partners of any individual in paragraphs (2) through (5) of this definition; and
 7. Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.
- d. Technicians who, because of illness, are released from duty on advice of competent medical authority shall not be required to furnish a medical certificate to substantiate sick leave for the day released from duty.
 - e. Sick leave may be advanced to a technician not to exceed thirty (30) work days at any one time subject to the following:
 1. Total employment record and past record of duty because of illness is for a period of five (5) or more consecutive work days;
 2. The request for sick leave advance is supported by a medical certificate from a competent medical authority;
 3. All available accumulated sick leave will be exhausted before advancement;
 4. Annual leave that would otherwise be forfeited is used.
 - f. The Employer will consider temporary light duty when available and recommended by a state licensed physician for periods less than ninety (90) days to reduce the loss of accumulated sick leave.

3-6 MILITARY LEAVE:

Military leave is granted to technicians for the purpose of performing military duty/training. Technicians are provided the option of using other available leave first or commingling types of leave excluding sick leave. It is recognized that the technician may carry-over up to one hundred twenty (120) hours of unused military leave from one fiscal year to the next. Technicians have the potential of a maximum total of two hundred forty (240) hours military leave for use during a fiscal year.

3-7 MATERNITY LEAVE:

The Employer acknowledges that the basis for a reasonable length of maternity leave shall be determined by the technician and her doctor. This absence period may include a pre-delivery period, delivery, post-natal recovery period and bonding time. The technician may choose to use any combination of sick, annual, comp, or leave without pay for maternity purposes. An employee on maternity leave may be eligible for leave transfer program.

3-8 FAMILY AND MEDICAL LEAVE:

The provisions of 29 CFR 825.112 (Family & Medical Leave Act of 1993) will be used for the following.

- a. For birth of a son or daughter, and to care for the newborn child;

- b. For placement with the employee of a son or daughter for adoption or foster care;
- c. To care for the employee's spouse, son, daughter, or parent with a serious health condition;
- d. Because of a serious health condition that makes the employee unable to perform the functions of the employee's job;
- e. Because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation;
- f. To care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the service member.

3-9 COURT LEAVE:

Federal technicians called to court as witness on behalf of the United States Government, the District of Columbia Government, or State or local government, or to serve on a jury, have for some time been authorized to receive pay during such absence from work status without charge to leave to which otherwise entitled. Effective October 1, 1976, court leave was extended to include periods of absence in which technicians are summoned to appear as witness on behalf of a private party in a judicial proceeding to which the United States, the District of Columbia, or State or local government is party. Any fees payable for such service must be collected and turned into the employing agency. Any payments designed as expenses by the courts or other appropriate authority may be retained.

3-10 LEAVE RECORDS:

The Employer shall not display individual leave records for viewing by other technicians. Only the technician's supervisor, timekeeper, technician personnel office staff and technician payroll office staff shall have access to the leave records, unless properly authorized by regulation.

ARTICLE 4

LABOR ORGANIZATION SHOP STEWARDS

4-1 SHOP STEWARDS:

The shop steward is an official Labor Organization representative. Supervisors concerned will consult with the steward designated for an area on any matter, which will affect the conditions of employment of the technicians within the section prior to any notification of the technicians concerned. The steward must request to meet and discuss any proposed changes within ten (10) working days after receipt. Failure of the steward to request to meet within the time limit implies concurrence with the proposed change. It is understood that the steward may speak for the technicians of the section, but will not make decisions on contractual intent.

4-2 NUMBER OF STEWARDS:

The Labor Organization shall designate a reasonable number of Stewards so that each technician in the unit will have reasonable access to a steward. The Labor Organization shall supply the Employer in writing a complete list of all elected officials, representatives and all authorized union stewards upon the request of the Employer.

ARTICLE 5

MERIT PROMOTION AND INTERNAL PLACEMENT

5-1 PURPOSE:

This article will be used for filling bargaining unit vacancies that management elects to fill in the excepted services of the Iowa Army National Guard for both Dual Status and Non Dual Status positions. To provide upward mobility for bargaining unit technicians by giving full consideration to the on-board Technician force; and to provide procedures that will insure that each technician receives full consideration for all bargaining unit position vacancies for which they qualify.

5-2 DEFINITIONS:

- a. Position change. A promotion, reassignment, or demotion. A position change by any of these methods may also involve a change in official duty station.
- b. Promotion is the movement of a technician;
 1. To a higher grade when both the old and new positions are under General Schedule.
 2. From one grade to a higher grade under the same type wage schedule.
 3. From a job or grade under a wage schedule to a job or grade with a higher representative rate under a different wage or general schedule.
 4. From a position under the general schedule to a job or grade with a higher representative rate under a wage schedule.
- c. Area of consideration. The area, (geographically, organizationally or functionally), in which the Iowa Army National Guard makes an intensive search for eligible applicants in specific promotion actions.
- d. Eligible applicants. Those applicants who meet the minimum qualification standards for the position, including any appropriate selective placement factors. These selective placement factors include such things as enlisted/officer positions, non-dual status/dual status positions, military compatibility requirements, and must be taken into consideration whenever applicable.

5-3 TECHNICIAN RESPONSIBILITIES:

Individuals are responsible for familiarizing themselves with the provisions of this article and assuring that applications are accurate and complete in relation to the qualification requirements to include general and specialized qualifications/experience. The technician should notify the supervisor concerned of intent to apply for an advertised position.

5-4 EXCEPTIONS TO COMPETITIVE PROCEDURES THAT MAY BE USED:

- a. Promotion due to the issuance of a new classification standard, the reclassification of a position, or correction of a classification error, provided that all incumbents are to be affected equally.
- b. Placement of over-graded technicians entitled to grade retention as a result of reorganization, reduction-in-force, or reclassification action.
- c. Promotion when competition was held earlier (i.e., position is advertised with known promotion potential).
- d. Re-promotion to the same grade or an intervening grade of a position from which a technician was demoted without personal cause and not at his or her own request, if the down-grading has occurred within two (2) years.
- e. Trainees to the full grade of the position if the trainee has received the position through previous competition.
- f. Position changes required by the Reduction-In-Force article of this agreement.
- g. Selection of a former technician from the re-employment priority list for a position at the same or lower grade than the one last held. This provision is applicable to those who have lost employment at the Iowa Army National Guard as provided by law.
- h. Temporary promotion of 120 days or less.
- i. Detail for less than 120 days to one (1) higher graded position or two (2) to a position with known promotion potential.
- j. Management directed reassignments.

5-5 INDEFINITE POSITIONS:

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

NOTE: Any Technician employed without competition will not be considered as a bargaining unit or current employee.

5-6 VACANCY ANNOUNCEMENTS:

Vacancy announcements will be opened for a minimum of fifteen (15) calendar days, and posted publically using the current automated announcement program. Links to job announcements will be available on the Iowa National Guard's SharePoint and public website. Any changes to qualifications are based on requirements listed in the position description and NGB qualifications. Changes made locally in basic qualification standards will be documented by the HRO and the reasons therefore provided to the Labor Organization.

5-7 APPLICATION PROCEDURES:

The job announcement will specify how to apply for the position. The applicant must insure all relevant current and past employment data as well as all duty assignments, qualifications, and training are submitted using the current automated announcement and application program. Complete and accurate data is essential to insure fair evaluation of applicants. Applicants must specifically address the basic eligibility factors which include general and specialized experience as stated on the vacancy announcement. Along with the application form discussed below, supplemental forms that show all of the applicant's qualifications may be submitted. Applications will be submitted as follows:

- a. Technicians may apply using a resume.
- b. Applicants are encouraged to complete a new application for each position they are applying for and to contact the HRO for assistance in completing their application.
- c. Faxed and computer applications and questionnaires must be received at the designated fax number and/or web address as listed on the vacancy. Faxed or computer automated applications must be submitted not later than 2300 hours on the closing date specified on the vacancy announcement. Government computers and facsimile (fax) machines may be used for applications.
- d. Technicians applying for a particular position may submit additional information for consideration by the certifying official only prior to the closing date of the announcement.

5-8 TIME LIMITS:

The selection process will be concluded within forty-five (45) calendar days after the vacancy announcement closing date, barring any unforeseen circumstances.

5-9 AREA OF CONSIDERATION:

The areas of consideration for each specific position vacancy announcement will be in the following manner and sequence:

- a. Bargaining unit positions:
 1. Area one (1): All qualifying Bargaining Unit technicians in the IA ARNG whose current position is covered by the Bargaining Unit.
 2. Area two (2): All qualifying applicants who are not covered by the Bargaining Unit.
- b. For vacant Bargaining Unit positions, the initial area of consideration will be all technicians whose position is currently covered by the Bargaining Unit. Vacant Bargaining Unit positions may be announced concurrently for both bargaining and non-bargaining applicant consideration. In the event the announcement is concurrent, Non-bargaining Unit applicants will not be considered by the

selecting official until the qualified Bargaining Unit employees, if any have been given first consideration and documented by the selecting official as having done so.

5-10 ESTABLISHMENT OF GENERAL AND SPECIALIZED EXPERIENCE:

The general and specialized experience factors required for the position to be filled will be prepared by management prior to the advertisement of the position.

5-11 PROCESSING APPLICATIONS:

- a. The Human Resource Office will ascertain that only applications that comply with 5-7c are accepted.
- b. Applications for bargaining unit positions will be evaluated against the general and specialized experience for the position as stated in the vacancy announcement. The evaluation will be a fair and objective process conducted by the HRO staff.
- c. If there are twenty (20) or more qualified area one (1) applicants, the Human Resource Office will appoint a rating panel for the purpose of rating the area one (1) applicants to determine the best qualified applicants. If there are less than twenty (20) area one (1) applicants, the Human Resource Office will provide the selecting official with the complete applications for each area one (1) applicant and the referral/selection certificate; the selecting official will then perform the duties of rating and ranking.

5-12 RATING PANEL:

When required by section 5-11c, a rating panel will be convened as a body at a time and place, as designated by management, for the purpose of rating and ranking applicants for the advertised vacancy. The rating panel will consist of not less than two (2) members appointed by the agency; generally one member will be experienced in the classification series that is being hired. An HRO representative may serve as a non-rating advisor to the rating panel. The names of the personnel appointed to the rating panel will be available to the Labor Organization upon request and may be provided in writing or via e-mail.

5-13 EVALUATING AND RANKING APPLICANTS FOR EXCEPTED SERVICE POSITIONS:

- a. Excepted Technicians: If a panel is required, reference 5-11c, all area one applicants' applications meeting basic eligibility for promotion or internal placement from within the first area of consideration will be presented for evaluation by the rating panel. A point system will be utilized to establish the grouping of applicants.
- b. The point value assigned for A, B, or C level experience will be based on the following General and Specialized skills as follows:
 1. General and Specialized skills:

- a. "A" level experience. Applicant possesses type and quality of experience that substantially exceeds the basic requirements of the position, including selective placement factors, and that would allow the applicant to perform effectively in the position almost immediately or with a minimum of training and/or orientation. 20-24 points will be awarded.
 - b. "B" level experience. Applicant possesses type and quality of experience that exceeds the basic requirement of the position, including selective placement factors, and that would allow the applicant to perform effectively in the position within a reasonable period of time (i.e., three to six months). 15-19 points will be awarded.
 - c. "C" level experience. Applicant satisfies the basic requirement of the position with respect to experience, including selective placement factors. However, type and quality of experience beyond that which is basically required are minimal, and/or extensive additional training/orientation may be required to enable the applicant to satisfactorily perform the duties of the position. 10-14 points will be awarded.
2. Performance Appraisals: A grade score will be given based on the average score of each rating of record of the employee's last three (3) performance appraisals. If less than three (3) performance appraisals are available the grade score will be the average of the completed ratings of record.
 3. Training and Education: A maximum of four (4) points will be awarded for this factor. This refers to training and education, other than that credited for basic eligibility that was not considered elsewhere in the evaluation process, which is relevant to the position being filled.

1 to 1.9	College (no degree) or Voc Tech
2.0	College degree 2 year
4.0	College degree 4 year
 4. Overall Rating: The overall rating for each category (General and Specialized Skills, Performance Appraisals, and Training and Education) will be combined and the total score for all categories will be recorded on electronic certificate.
- c. Although under Articles 5-9 and 5-13 rankings and areas of consideration determine the order in which lists of applicants are presented to the selecting official, rankings do not prohibit the selecting official from receiving any applicants list. The rankings shall be considered by, but are not binding on the selecting official. The applicant selected may be an applicant whom the official had considered during an earlier phase of the consideration process. Nothing in this Article prohibits the selecting official from receiving

or considering other information or analyses regarding the qualifications of the applicants. At any point in the process of considering applicants, the selecting official may make a selection.

5-14 EVALUATING AND RANKING APPLICANTS FOR COMPETITIVE SERVICE POSITIONS:

- a. All applicants' applications meeting the basic eligibility for placement from within the area of consideration will be presented for evaluation by the rating panel if required by 5-11c.
- b. The rating panel shall establish, and shall evaluate and rank applicants according to, standards that comply with 5 CFR 300.101 – 300.103, and any changes thereto. As of the date of this agreement, 5 CFR 300.101 – 300.103 state as follows;

Subpart A – Employment Practices

Sec 300.101 Purpose

The purpose of this subpart is to establish principles to govern, as nearly as is administratively feasible and practical, the employment practices of the Federal Government generally, and of individual agencies, that affect the recruitment, measurement, ranking, and selection of individuals for initial appointment and competitive promotion in the competitive service or in positions in the government of the District of Columbia required to be filled in the same manner that positions in the competitive service are filled. For the purpose of this subpart, the term 'employment practices' includes the development and use of examinations, qualification standards, tests, and other measurement instruments. (36 FR 15447, Aug. 14, 1971)

Sec 300.102 Policy

This subpart is directed to implementation of the policy that competitive employment practices:

- a. Be practical in character and as far as possible relate to matters that fairly test the relative capacity and fitness of applicants for the jobs to be filled;
- b. Result in selection from among the best qualified applicants;
- c. Be developed and used without discrimination because of race, color, religion, sex, age, national origin, partisan political affiliation or other grounds; and
- d. Insure to the applicant opportunity for appeal or administrative review, as appropriate.

(40 FR 15379, Apr. 7, 1975)

Sec. 300.103 Basic requirements

- a. Job analysis. Each employment practice of the Federal Government generally, and of individual agencies, shall be based on a job analysis to identify;

1. The basic duties and responsibilities;
 2. The knowledge's, skills, and abilities required to perform the duties and responsibilities; and
 3. The factors that are important in evaluating applicants. The job analysis may cover a single position or group of positions, or an occupation or group of occupations, having common characteristics.
- b. Relevance.
1. There shall be a rational relationship between performance in the position to be filled (or in the target position in the case of an entry position) and the employment practice used. The demonstration of rational relationship shall include a showing that the employment practice was professionally developed. A minimum educational requirement may not be established except as authorized under section 3308 of title 5, United States Code.
 2. In the case of an entry position the required relevance may be based upon the target position when:
 - a. The entry position is a training position or the first of a progressive series of established training and development positions leading to a target position at a higher level; and
 - b. New employees, within a reasonable period of time and in the great majority of cases, can expect to progress to a target position at a higher level.
 - c. Equal employment opportunity. An employment practice shall not discriminate on the basis of race, color, religion, sex, age, national origin, partisan political affiliation, or other non-merit factor. Employee selection procedures shall meet the standards established by the 'Uniform Guidelines on Employee Selection Procedures' (1978), 43 FR 38290 (August 25, 1978).

(40 FR 15380, Apr. 7, 1975, as amended at 43 FR 38310, Aug. 25, 1978)

5-15 REFERRAL OF APPLICANTS:

Following the evaluation of applicants, the HRO will refer all qualified area 1 applicants to the selecting official. If criteria of 5-11 are met, ranking order of applicants will be provided to selecting supervisor. Applications and supporting documents submitted by applicants will be forwarded to the selecting official for each referral certificate.

5-16 SELECTING OFFICIAL ACTIONS:

Selecting officials have the right to select or not select any of the applicants referred to them. This action is included within the forty-five (45) day period or reasonable time reserved for the selection process. The selecting official will:

- a. Provide for a fair and impartial interview of each eligible applicant listed on the referral and selection certificate. If personal interviews are not possible telephone interviews will be conducted, if possible. This provides another means of evaluating and comparing and gives eligible applicants a chance to discuss the position and their qualifications.
- b. After interviewing the area 1 applicants, provide written “reasonable” justification to the HRO for the forwarding of area 2 applicants for consideration.
 - 1. Once justification has been accepted by the HRO, the remaining area 2 applicants will be considered by the selecting official.
 - 2. The selecting official will then complete the action in paragraph a, for those remaining area 2 applicants.
- c. If the selection is not made from an applicant in area 1. Any area 1 applicant may request and will be provided by the selecting supervisor information as to an area or areas which could be improved.
- d. If a selection is made from an area 1 certificate, the selecting official will sign and return the certificate to the Human Resource Office.
- e. If for some reason the selection process cannot be completed, the referral package will be returned to the HRO. A non-selection can be made at that time with an option to reannounce sooner or later or not at all.

5-17 HRO ACTION:

- a. The Human Resource Office will notify the individuals on the certificate of the selection or non-selection.
- b. HRO will advise, in writing those individuals who did not meet the qualifications required for the position and will respond to individual inquiries.
- c. Reference 5-16 above. The HRO will notify the applicants of the delay.
- d. Insure technicians hired in a trainee status will be informed of the approximate time and required training as specified in the Individual Development Plan (IDP) to become fully qualified.

5-18 RELEASE OF SELECTEE:

After selection for promotion/placement, technicians must be released promptly from their present position. Release will normally be within two (2) weeks after the selection.

5-19 EXPIRATION OF REFERRAL CERTIFICATE:

If the position is canceled during the administrative period, applicants will be notified. If reopened under a new vacancy announcement, the applicant must reapply.

If the selection process has gone thru to non-select, applicant would need to reapply for any future or additional vacancy announcement.

5-20 RECORDS REQUIRED:

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

- a. The following records are to be maintained in the HRO, either with hard copy or electronic documentation:
 1. Copy of the vacancy announcement.
 2. Copy of the select and non-select letters and the selection certificate.
 3. Copies of resumes and attached documents.
 4. All forms/documents used in the evaluation and selection process.
- b. Records are to be maintained for a minimum of two (2) years. If a grievance is pending, records will be maintained until resolution.

5-21 GRIEVANCES:

- a. A technician who believes that proper procedures were not followed in particular placement action for which they were an applicant may present a grievance under the grievance procedures of this contract. A grievance will not be considered when it is based solely on non-selection.
- b. In the event of a grievance the President of the Labor Organization or designee will be permitted to post audit all records used as basis for filling any vacancy in the bargaining unit. These records may include those referenced to in section 5-20 above. Appropriate precautions will be taken to protect the privacy of all individuals whose records will be reviewed.
- c. If a grievance concerning merit promotion has been initiated, no action to cancel the vacancy announcement will take place until the grievance has reached formal stage 2.

ARTICLE 6

LABOR ORGANIZATION BUSINESS OFFICE

6-1 OFFICE:

The Employer will continue to provide the Labor Organization with an adequate office/meeting area (Building B68/2540) at no charge. The Labor Organization's use of all other Iowa National Guard facilities shall be the same as other official users in compliance with INGR 1 dated 15 February 2008.

6-2 TELEPHONE:

Telephone service will be provided by the Employer, installed in the Labor Organization business office, and if practical an extension of the telephone number may be installed in designated representative work area. The Labor Organization will pay for all long distance calls for conducting Labor Organization business. The cost will be paid within fifteen (15) days of receipt of the bill. Labor Organization business telephone number – 515-252-4479.

6-3 ENVIRONMENTAL SUPPORT:

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

6-4 FURNITURE AND OFFICE EQUIPMENT:

The Labor Organization will be afforded the opportunity to screen excess office equipment and furniture and utilize such available equipment and furniture as needed.

6-5 COPIER AND COMPUTER EQUIPMENT:

The Employer assures the Labor Organization is authorized to use existing copiers, with notification to the account manager. The Employer will provide the Labor Organization with a computer, which will allow RCAS access to those that meet system security requirements. The computer and printer will be located in the Labor Organizations office/building, if requested. Any additional software, hardware (i.e. fax cards), expendable supplies will be provided by the Labor Organization as to cause no cost to the Employer.

6-6 DISTRIBUTION:

The Labor Organization may use the interoffice mail system, Fax machines, E-mail system, to communicate with management officials and Labor Organization representatives regarding the maintenance of the negotiated contract. When used for internal Labor Organization business, the Labor Organization will bear the cost.

ARTICLE 7

GRIEVANCE PROCEDURES

7-1 GENERAL:

The purpose of this article is to provide for a mutually acceptable method for the prompt and equitable settlement of grievances. This negotiated procedure shall be the exclusive grievance procedure available to the Labor Organization and technicians in the bargaining unit. Statutory appeals are not covered by this article.

All time limits established in this article may be extended by mutual consent of the parties. Failure of the Employer to observe the processing time limits shall automatically entitle the grievant to advance the grievance to the next step. Failure of a grievant or the Labor Organization to observe the processing time limits shall cause the grievance to be withdrawn.

Either party may seek interpretation of the meaning or intent of this agreement from representatives of the negotiating teams.

7-2 DEFINITIONS:

A grievance is:

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

7-3 GRIEVABILITY:

The Employer agrees to raise the question or grievability or arbitrability of a grievance prior to the time limit for the written answer in step 4 of this procedure. Any rejection of a grievance on the grounds that it is not subject to this grievance procedure, or is not subject to arbitration shall be executed at step 4 of the grievance procedure. Such rejection shall be served to the Labor Organization in writing.

7-4 REPRESENTATION:

The technician retains the right to request Labor Organization representation in the grievance procedure or to decline such representation. If the technician chooses not to have representation, that waiver must be in writing. The Labor Organization will be

served a copy of this waiver. Any adjustments of the grievance will be consistent with the provisions of this agreement.

The Labor Organization is assured the right to represent itself and any technician in the bargaining unit requesting representation in the presentation and processing of any grievance.

The Labor Organization will be given the opportunity to have a representative present during all grievance proceedings to ensure that the adjustments of the grievance are consistent with the terms of this Labor/Management agreement. The Labor Organization agrees to consider the wishes of the grievant in the exercise of this opportunity.

7-5 EXCLUSIONS:

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

- a. A matter for which a statutory appeal has been initiated.
- b. Any claimed violation relating to prohibited political activities,
- c. Retirement, life insurance or health insurance,
- d. A suspension or removal under Para. 7532 (National Security) of Title 5, U.S.C.
- e. Any examination, certification or appointment,
- f. The classification of any position which does not result in the reduction in grade or pay of a technician. This matter may be appealed under other procedures. For all employees, TPR 511, Classification and Position Management is the applicable reference.
- g. Non-selection for promotion.

7-6 PRESENTING A GRIEVANCE:

A grievance will be formally presented when technician(s) or Labor Organization become aware of the event(s) that constitutes the grievance. A grievance must be presented using the agreed to grievance form (Negotiated Grievance Form 2009) which is included as part of this article and the Labor Organization may post three (3) copies in all work areas alongside DA Form 4755 or DA Form 2696.

7-7 TECHNICIAN GRIEVANCE:

Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The Employer and the Labor Organization agree that every effort will be made by management and the aggrieved party(s) to settle grievances at the lowest possible level. As dissatisfaction and disagreements arise occasionally among people in any work

situation, the filing of a grievance shall not be construed as reflecting unfavorably on a technician's good standing, his/her performance, or his/her loyalty or desirability to the organization. Reasonable time during working hours will be allowed for technicians and Labor Organization representatives to present and discuss grievances.

Informal Procedure

Any work situations or problems between a technician or group of technicians and the supervisor should be discussed on an informal basis in an attempt to prevent a formal grievance. These discussions are encouraged on a continual basis to resolve problems in the work situation to promote harmonious relationships and increased efficiency.

When the informal procedure is used, block 17 of the Negotiated Grievance form (2009) will be completed.

Step 1

If informal discussions fail to result in a solution to a problem and either the technician or Labor Organization desires to file a grievance it must be filed within twenty (20) working days of becoming aware of the incident. The immediate supervisor will meet with the grievant and Labor Organization representative and give a written answer to the grievance within ten (10) working days after receipt of the written grievance. The grievance as submitted by the technician or the Labor Organization must identify the nature of the grievance and must contain a suggested remedy. Immediate supervisor is defined as the technician's rater under the technician appraisal system. (Iowa HRO Form 430-Army)

Step 2

If the grievance is not satisfactorily settled at the first supervisory level, as prescribed in Step 1, the Technician or the Labor Organization may forward the grievance in writing to the appropriate next level management official with resolution authority, for consideration. This action must be taken within five (5) working days after receipt of the written grievance from the first level supervisor. The second level supervisor will meet with the technician and a Labor Organization representative within three (3) working days after receipt of the grievance. A written answer will be given to the technician and/or the Labor Organization representative within three (3) working days after the meeting. First supervisory level is defined as the technician's appraisal reviewer under the technician appraisal system. (Iowa HRO Form 430-Army)

Step 3

If the grievance is not satisfactorily settled as a result of the actions under Step 2, the technician or the Labor Organization may, within five (5) working days, submit the grievance in writing to the Adjutant General of Iowa for his/her consideration. The Adjutant General or appointed representative will meet with the concerned parties and will submit a decision within fifteen (15) working days after receipt of the grievance. If

the grievance is not satisfactorily settled at this step, the Labor Organization or the Employer may refer the matter to arbitration IAW Article 26 of this Agreement.

7-8 LABOR ORGANIZATION GRIEVANCE:

- a. Labor Organization grievance over the interpretation or application of this agreement must be informally presented by the Chapter President or designee to the supervisor or management official who has authority to resolve the grievance. If the Labor Organization desires to file a grievance it must be filed within twenty (20) working days of the incident or when the Labor Organization became aware of the incident. This individual must reply to the informal Labor Organization grievance within ten (10) working days after receipt.
- b. Formal written grievance may be submitted by the Chapter President or designee to the director of the activity responsible for the function towards which the grievance is directed if the informal procedure fails to satisfactorily solve the situation. The director of the activity and the Chapter President will meet within ten (10) working days after the meeting.
- c. If the grievance is not satisfactorily settled between the director and the Chapter President, it may be submitted to the Adjutant General of Iowa for consideration within five (5) working days after the aforementioned meeting. The Adjutant General or appointed representative will meet with the director of the concerned activity and the Chapter President no later than fifteen (15) working days after receipt of the grievance and will submit his written reply within fifteen (15) working days after the joint meeting.
- d. If the grievance is not settled by this method, only the Labor Organization or the Employer may refer the matter for arbitration as prescribed in this contract.

7-9 RIGHT TO INFORMATION:

If a grievance is denied at the final step, management will, upon request, supply the Labor Organization with any investigation reports and/or documents relied on in the original decision.

NEGOTIATED GRIEVANCE FORM 2009

1.GRIEVANT'S NAME:	2.POSITION:	3.DATE:
4.SHOP/OFFICE:	5.DUTY PHONE:	
6.HOME ADDRESS:	7.HOME PHONE:	
8.GRIEVANCE PRESENTED TO:	9.DATE AND TIME OF INCIDENT	10.UNION:REPESENTATIVE: Heartland Chapter Of A.C.T
11.CONTRACT/REGULATION REFERENCES: (or others if required)		
<p>12. DETAILS OF GRIEVANCE: (attach separate sheet(s) if required) State in detail the incident/action on which this grievance is based providing names, dates and locations as applicable.</p>		
13. SPECIFIC RELIEF REQUESTED: (attach separate sheet(s) if required)		
NOTE: FOR UNION REPRESENTATIVE CONTACT YOUR LOCAL STEWARD OR CALL 515-252-4479 HEARTLAND CHAPTER OF A.C.T		
14.REQUEST UNION REPRESENTATION: Grievant Signature:	15. DECLINE UNION REPRESENTATION: Grievant Signature:	
16. ASSIGNED UNION REPRESENTATIVE BY HEARTLAND CHAPTER OF A.C.T: (name)		

NEGOTIATED GRIEVANCE FORM (PAGE 2)
2009

17. INFORMAL DISCUSSION: (date and name of participants)
(optional)

initials

18. OFFICIAL GRIEVANCE STEPS: (date, name, signature, and attach previous decisions)
Note: Grievance must be filed within 20 working days from knowledge of incident.

RECORD OF RECEIPT: (signature and date)

Step 1

Management: _____ Date: _____

Returned to Union: _____ Date: _____

Step 2

Management: _____ Date: _____

Returned to Union: _____ Date: _____

Step 3

Management: _____ Date: _____

Returned to Union: _____ Date: _____

STEP 4 Date referred to Arbitration : Date: _____

Date settled: Date: _____

NOTE : THE ORIGINAL COPY IS TO GO FORWARD.

ARTICLE 8
PAYROLL DEDUCTION

8-1 WITHHOLDING FORM:

The standard form for dues deduction will be supplied by the Labor Organization and will be used as the authorization of payroll deduction for dues.

8-2 PROCESSING:

The completed standard form will be given by the Labor Organization to the Civilian Pay Office.

- a. The standard form will be completed and certified as to the amount of withholding and that the member has been advised of the contents of the form, and the individual's earliest date of dues revocation will be annotated on the form and initialed by the individual.
- b. The standard form may be submitted at any time. The effective date for withholding will start the first pay period beginning after the submission of the form to the Civilian Pay Office. Adjustments to dues allotments will occur within two (2) pay periods whenever the members rate of base pay changes.
- c. An allotment shall be terminated when the employee leaves the bargaining unit as a result of any type of separation, transfer, or other personnel action; upon loss of exclusive recognition by the Labor Organization; when the agreement providing for dues withholding is suspended or terminated by an appropriate authority outside DOD; or when the employee has been suspended from the Labor Organization.
 1. When a technician is temporarily promoted or detailed to a position outside of the bargaining unit, the Employer agrees to automatically reinstate the due's withholding of the employee upon the employee's return to the bargaining unit.
 2. The Labor Organization agrees to provide the HRO with SF 1187 when requested.
 3. It is the individuals responsibility when temporarily assigned outside the bargaining unit to maintain dues payments, if the employee so desires, in order to protect Labor Organization associated insurance's, or other Labor Organization benefits.

8-3 DUES REVOCATION:

The Employer agrees to provide the Labor Organization with copies of the standard form for use in revoking dues allotments. These forms will be available in the Labor Organization office to those individuals wishing to revoke their dues withholding.

- a. The individual will turn the completed standard form into the Civilian Pay Office.

- b. The Civilian Pay Office shall date and initial all copies of the standard form upon receipt from individual. The second copy of the standard form shall be forwarded by the Civilian Pay Office to the Labor Organization within three (3) working days after receipt of the signed form from the employee.
- c. The first day of September shall be the annual dues revocation date established by this agreement. All dues revocation forms must be received by the Civilian Pay Office not later than 15 August. Dues revocation shall not become effective until the first full pay period in September.
- d. New members shall have the option of dues revocation on the first annual anniversary date after the employee's election to participate. Dues revocation form must be submitted to the Civilian Pay Office not later than the last work day in the month preceding the employee's anniversary date. Effective date of revocation will be the first full pay period after the anniversary date. After the first anniversary date, revocation may only be made in accordance with paragraph 4c above.

ARTICLE 9
DISCIPLINE

9-1 GENERAL:

- a. This article applies to matters of CONDUCT only, actions that relate to JOB PERFORMANCE will be accomplished in accordance with the agency performance appraisal system and any contract supplements. It is acknowledged that in some cases, disciplinary actions are necessary; and should be of a constructive nature, and be applied fairly and equitably. Disciplinary actions will be taken for just and sufficient cause only and will be in accordance with applicable regulations and this article.
 - 1. Subject to applicable law, rule and regulation, employees shall have the right to direct and/or fully pursue their private lives, personal welfare and personal beliefs without interference, coercion or discrimination so long as such activities do not conflict with the Employer/Employee relationship. The standard of nexus shall apply.
- b. The parties recognize that there are two types of technician actions that may be appropriate; i.e., informal actions and formal disciplinary actions. These actions may be for the sole purpose of correcting offending technicians and/or problem situations, as well as maintain discipline and morale among other technicians. Discipline will be consistent with law and regulations.
- c. In order to be effective, constructive discipline must be timely. Disciplinary action must be initiated within a reasonable period of time after the offense becomes known to the individual's supervisor.

9-2 REPRESENTATION:

- a. Prior to discussions that may lead to any of the above disciplinary or adverse actions; the supervisor will notify the technician of the right to Labor Organization representation. If the employee accepts representation, no further questioning will take place until the representative is present. If the technician chooses not to have representation a waiver must be in writing. The Labor Organization will be served a copy of this waiver.
- b. An investigatory interview will, if representation is requested, be delayed for a reasonable amount of time until employee(s) representative can be present.

9-3 INFORMAL ACTION:

- a. This type of action will consist of a counseling interview with the technician by his/her supervisor. The technician will be advised of the specific infraction or breach of conduct and approximately when it occurred. The technician will have a Labor Organization representative present if desired.

- b. Counseling/Warning interview will be recorded on a Memorandum For Record (MFR) and retained for a period up to six (6) months unless relevant to a continuing and reoccurring problem. If after six (6) months the MFR is no longer applicable, it will be shredded.
- c. To protect the confidentiality of the records (MFR) and to preserve the privacy of the individual, records will be maintained at the lowest level of supervision excluded from the bargaining unit and access will be limited to management/technicians concerned and individuals to whom the technician has given written permission.
- d. A grievance of a counseling/warning interview may be made through the negotiated grievance procedure. A grievance resolution could cause any record of the counseling to be deleted.

9-4 FORMAL DISCIPLINARY ACTION:

- a. Formal disciplinary action consists of oral admonishments, written reprimands, suspensions, reductions in grade, and removals. Even though these actions constitute formal discipline, only suspensions, reduction in grade and removal actions are considered adverse actions since they affect the pay of the technician.
- b. Before disciplining a technician, the supervisor will gather all available facts and discuss them with the technician, informing the technician of the reason for the investigation. After considering the technician's response, the supervisor will then advise the technician if the discussion resolved the matter.
- c. If an oral admonishment or letter of reprimand is decided upon the following procedure will apply.
 - 1. An oral admonishment:
 - a. Is a disciplinary action that notifies a technician to desist from a certain course of action. The supervisor will describe the offense in sufficient detail to enable the technician to understand why the admonishment is necessary. The technician may have a Labor Organization representative if so desired. The supervisor will advise the technician of this right prior to the questioning and presentation of the admonishment.
 - b. Will be recorded on a Memorandum for Record (MFR). The MFR may not be retained longer than twelve (12) months unless relevant to a continuing and reoccurring problem.
 - c. In order to protect the confidentiality of the records (MFR), and to preserve the privacy of the individual, records will be maintained at the lowest level of supervision excluded from the bargaining unit and access will be limited to management/technicians concerned and individuals to whom the technician has given written permission.
 - 2. Written reprimand will:

- a. Normally be signed by the appropriate supervisor and coordinated with HRO for contract and regulatory compliance.
 - b. The technician may have a Labor Organization representative if so desired. The supervisor will advise the technician of this right prior to the questioning and presentation of the letter of reprimand.
 - c. Describe the offense in sufficient detail to enable the technician to understand why the reprimand is necessary.
 - d. Inform the technician that the letter will be filed as a temporary document in the Official Personnel Folder until a specific date. Retention period may not exceed eighteen (18) months unless relevant to a continuing and reoccurring problem.
3. A grievance of an oral admonishment or a letter of reprimand may be made through the negotiated grievance procedure. A grievance resolution could cause the action to be withdrawn and any record of the action to be deleted.
- d. If adverse action is decided upon the procedure in Section 9-5 applies.

9-5 ADVERSE ACTIONS:

- a. Adverse Action is an administrative action that results in removal, suspension, or reduction in grade.
 - 1. There must be a reason for taking adverse action; that reason is commonly referred to as a “cause” and is defined as “an offense against the Employer-employee relationship.” What constitutes a “cause” is a decision that must be made on the merits of each situation. Having a “cause” is not sufficient to warrant adverse action. Management must also conclude that taking adverse action will promote the efficiency of the service. This is done by establishing a relationship between the “cause” and its impact or effect upon the efficiency of the service. For example, the efficiency of the service requires technicians be present to perform the duties of their positions as scheduled. Therefore, tardiness, AWOL, or failure to request prior approval for leave has an adverse effect on the efficiency of the service.
 - 2. When a “cause” involves off-duty misconduct, management must establish an adequate relationship between the grounds for the adverse action and the efficiency of the service (i.e., the technician’s ability to perform his/her duties; the agency’s ability to fulfill its mission).
- b. The following, as required by this agreement and agency regulation TPR 752 will be the sequence of events for an adverse action:
 - 1. Technicians will be given at least a thirty (30) days written notice in the proposed adverse action, signed by the individual proposing the action. The

technician or the representative will be given the opportunity to reply within 20 days to the charges, in writing and/or in person, to the Deciding Official.

2. The technician will be given a Notice of Original Decision, signed by the Deciding Official that will state the specific action being taken. The Notice of Original Decision will be issued within twenty (20) days of the employee response or after the reply period has ended. Upon receipt of the decision the technician has twenty (20) days to file for an appellant review by the Adjutant General, an Administrative Hearing conducted by a National Guard hearing examiner or advisory non-binding arbitration hearing conducted by an FMCS arbitrator, which can only be invoked and paid for by the Labor Organization. If non-binding arbitration is chosen the Labor Organization may select the arbitrator. Only one of the three methods of appeal may be chosen.
 - a. Technicians requesting an appeal shall state their dissatisfaction and include with the appeal any proof or other supportive documents. The appeal letter will also include whether or not the individual requests representation.
 - b. If the technician requests a hearing, the HRO, will submit a written request to NGB-TN for a list of examiners. In-turn, the NGB-TN will provide a list of hearing examiners from which the Adjutant General may make a selection. A letter will be sent advising the appellant of the name of the hearing examiner. The hearing will be before the selected hearing examiner who will provide a recommendation, within forty-five days of receiving transcript of the close of hearing, to The Adjutant General. The Adjutant General will consider the recommendation when making the final decision. The Adjutant General will issue his decision within forty-five (45) days of receiving the hearing examiners recommendation. The hearing examiners per diem and travel expenses will be paid by the Employer.
 - c. If non-binding arbitration is chosen by the technician and the Labor Organization, The Adjutant General will consider the arbitrator's recommendation when making his final decision using the same procedure as in (b) above.
 - d. An Adverse Action will be carried out if there is no appeal to the action or the appeal procedure has been exhausted and the action upheld in accordance with 32 U.S.C. 709.

9-6 RECORDS:

- a. In any disciplinary action, an employee will, upon written request, be furnished a copy of all written documents in the Employer's files which contain evidence used by the Employer to support the disciplinary action. Informal notes made by supervisors that allege infractions, tardiness, and the like, cannot be used in proceedings against employees, unless timely disclosed beforehand.
- b. No written entry will be made in an employee's files concerning disciplinary matters without the knowledge of the employee. The employee will initial the entry. The employee's initials acknowledge that the employee knows that an entry was made, but in no circumstance will the employee's initials be considered as an agreement with the entry or an admission of guilt.

ARTICLE 10

OFFICIAL TIME FOR LABOR ORGANIZATION REPRESENTATIVES

10-1 OFFICIAL TIME:

Official time will be made available without loss of annual leave during normal duty hours for the Labor Organization representatives to carry on business that is of mutual interest to the employing agency and the Labor Organization. Official time provisions encompass negotiations between a Labor Organization representative and an agency representative, regardless of whether such negotiations pertain to the negotiation or re-negotiation of a basic collective bargaining agreement. Labor Organization representatives normal work schedule may have to be adjusted to provide for maximum utilization of the approved official time provisions contained within this article.

10-2 APPROPRIATE USES OF OFFICIAL TIME:

- a. Official time will be granted in the following manner:
 1. Labor Organization representatives will request the use of official time as far in advance as possible. The request will be submitted through their supervisory chain (normally their first line supervisor) to obtain concurrence prior to leaving the work area.
 2. The supervisor's permission will be granted unless the urgency of the work situation, due to direct mission impact, and the mission of the section cannot be accomplished without that representative, and any delays will be held to a minimum. The supervisor may delay the representative for only the length of time that the mission requires the presence of that representative.
 3. Upon the representative returning to their work area they will submit an OPM 71 to their supervisor to document final approval. At the same time, the Labor Organization representative will submit a memorandum to HRO-LR, documenting the official time. The memorandum will include the following: when, where, how much time, and purpose for official time. Official time provisions include, but shall not be limited to:
 - a. Representing bargaining unit members during discussions with his or her first line supervisor and/or labor representative concerning any dissatisfaction the technician may have.
 - b. Labor management meeting may be requested by either party as required, (at the appropriate level), to meet and confer, and when required to bargain procedures on the implementation of policies

which affect working conditions or for the Labor Organization to make recommendations to management.

- c. Reasonable time to prepare for negotiations, appeal(s), grievance, complaints, scheduled meeting(s) and formal discussions.
 - d. Travel time to and from pre-arranged meetings with the Adjutant General or other management officials. In accordance with applicable JTR/regulations the Labor Organization representatives will receive full travel and per diem allowances when these meetings are scheduled out of the representative's immediate area.
 - e. To prepare and maintain records required of the Labor Organization by federal agencies. To maintain financial records and books required to complete IRS reports.
 - f. Labor Organization officials when representing technicians by visiting, phoning and writing elected representatives in support of desired legislation which would impact the working conditions of employees represented by ACT.
 - g. Reasonable time will be allowed Labor Organization officials and employees to change clothes prior to and subsequent to the situations contained in the civilian attire section below.
- b. Exclusions.
- 1. Official time is not appropriate for use by a Labor Organization representative for work performed at home or outside the time the Labor Organization representative would otherwise be in duty status.
 - 2. In accordance with 5 U.S.C. 7131 (b), the use of official time is prohibited for internal Labor Organization business.
- c. A reasonable amount of duty time will be authorized for technicians to discuss any dissatisfaction with their supervisor and/or labor representative. Employees filing Article 7, grievances and witnesses at arbitration hearings will be granted a reasonable amount of duty time to prepare and present their grievances and testimony.

10-3 REPRESENTATIVE TRAINING:

- a. The Labor Organization is authorized up to 1000 hours of official time for Labor Organization sponsored training for Labor Organization representatives per fiscal year. Unused official time for training does not carry over to the next fiscal year.
- b. The Labor Organization is authorized official time for the purpose of training shop stewards and elected Labor Organization officers. It is understood that steward/officer training will be of mutual concern to management and the technician as a representative of the Labor Organization. The Labor Organization will request official time for training by letter, including the agenda of the

training, for approval by the HRO. In the event of unforeseen circumstances requiring additional time for training, the Labor Organization may request the time from the HRO using the same procedure as for the previously authorized time.

- c. Reasonable time will be allowed Labor Organization officials and employees to change clothes prior to and subsequent to the situations contained the civilian attire section below.

10-4 CIVILIAN ATTIRE:

- a. Labor Organization representatives are not required to wear the military uniform while performing representational functions or other Labor Organization activity related functions.
- b. Employees in the Bargaining Unit will not be required to wear the military uniform while.
 - 1. Processing a grievance at any step of the negotiated grievance procedure; or
 - 2. Appearing as a grievant or Labor Organization witness in any third-party proceeding.

ARTICLE 11
REDUCTION-IN-FORCE

11-1 GENERAL:

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

11-2 PROCEDURES:

Procedures relating to reduction in force will be governed by provisions of National Guard Bureau Regulation TPR 351, 5 U.S.C. Chapter 71, and as supplemented by this article. The detailed procedure to effectuate this article will be in accordance with the Impact Bargaining Article of this Labor Management Agreement.

11-3 DEFINITIONS:

- a. Reduction-in-Force (RIF): RIF occurs when a technician is released from a competitive level by separation, change to lower grade, furlough for more than 30 days, or reassignment involving displacement of another technician, when lack of work or funds, reorganization, reclassification due to change of duties, or the need to make a place for a person exercising reemployment or restoration rights requires the agency to release the technician.
- b. Competitive Areas: Is the area within which technicians compete during a reduction in force and is described geographically, organizationally, or a combination of both. The competitive area must be large enough to provide adequate competition among technicians and limited enough to be administratively manageable.
- c. Competitive Levels:
 1. A competitive level consists of all positions within a competitive area, which are in the same grade, same service, and is so alike in qualification requirements, duties, and responsibilities that the incumbents can be moved from one position to another without undue interruption to the work program.
 2. Supervisory positions will not be placed in the same competitive level as bargaining unit employees.
 3. Non-technician employees will not compete with bargaining unit technicians for bargaining unit positions.
- d. Tenure Groups: Technicians are divided into three (3) Tenure Groups:
Group I – Permanent excepted service technicians who have successfully completed a trial period.

Group II – Permanent technicians who are serving a trial. This category includes excepted service Dual status and Non-dual status technicians who have not completed their trial period.

Group III - Technicians who serve under indefinite appointments in the excepted service.

- e. Retention Registers: A list of competing technicians within a competitive level grouped by tenure groups I, II, and III in descending order. Within each tenure group, technicians are listed in order of their retention standing.
 1. The technician service date (TSD) will be used as the determining factor for the retention standing. When two or more technicians in the same tenure group have the same retention standing, the service computation date (SCD) will be used as a tie breaker if required.
 2. The three most current performance appraisals on record will be used to determine retention standing. To compute the retention standing, use the average score of the last three official appraisals. Once authority for a reduction in force has been received, receipt of a new performance appraisal will not affect the technicians standing in the current reduction in force.

11-4 NON-BARGAINING UNIT TECHNICIAN PLACEMENT:

During a reduction in force non-bargaining unit technicians may compete with bargaining unit members for bargaining unit jobs under the following procedures:

- a. Supervisors must compete across their own established competitive levels and subsequent supervisory levels prior to entering the bargaining unit.
- b. Once it is determined that a supervisor is to be competing within the bargaining unit, he/she may only compete at the level of their retention standing. They may not displace any bargaining unit member with a higher retention standing.
- c. Additionally, any supervisor competing for a bargaining unit position must meet the full qualification standards for the position, prior to being assigned to that position. Absent of meeting the full qualifications for the position, they may not be assigned to the position and may compete for a lower position for which they can qualify.

11-5 ADMINISTRATIVE PROCEDURES:

- a. Meet with the Labor Organization to explain the need for a reduction in force, upon request provide all documents and correspondence received, relative to the RIF action. The parties will then negotiate the appropriate procedures to be used.
- b. After impact bargaining with the Labor Organization, notification of the RIF will be in the form of a posted written general notice as far in advance as possible. In

any case however, the notice will not be later than 120 days in advance. The general notice will contain as a minimum:

1. The established agreed to competitive area.
 2. The established date appraisals are to be/have been frozen.
 3. The date personnel actions are frozen, i.e. reassignments, promotions, hiring, etc.
 4. POC for program counseling.
 5. Established date and times for appropriate separation briefings, etc.
- c. Screen the manning documents to determine which vacancies will be needed for placement action.
 - d. If appropriate, develop an aggressive placement program to include contact with other states, local federal activities, local government and private employers.
 - e. A separate written notice will be given to each affected technician to be RIF'd at least 60 days prior to the effective date of the action. This notice will state specific actions and known alternatives to be offered to the individual.

ARTICLE 12

NEW EMPLOYEE COUNSELING PROCEDURES

12-1 PROCEDURE:

The Employer will establish procedures to assure that a new technician will receive new employee orientation within one (1) pay period after the effective date of employment.

12-2 CHECKLIST:

- a. A checklist will be used to cover all items that each new technician must be made aware of.
- b. After the employee has been counseled, the employee and the counselor will sign the checklist and it will be filed in the technician's personnel records (at HRO) as a temporary document. Note: temporary in this case means until the technician leaves the agency.
- c. A Labor Organization official will be given up to 15 minutes to provide an informational brief about the Labor Organization at the Phase II of the New Employee Orientation. If a Labor Organization official is unable to present at Phase II of the New Employee Orientation they will let the HRO-Training and Development office know in advance. In such circumstances the Labor Organization will be given the opportunity to provide the same briefing in a face to face meeting or webinar. Face to face meetings outside the Labor Organization official's local area will be approved in advance through HRO-LR and the supervisory chain.

12-3 NOTIFICATION:

The Labor Organization will be provided with a copy, as soon as it is available, of the new hire list which is an enclosure to the Generals Staff Meeting Minutes.

ARTICLE 13

PERFORMANCE MANAGEMENT

13-1 INTRODUCTION:

The effectiveness of the performance evaluation system is a combined responsibility of each technician and their supervisor. It is agreed that the technicians job performance will be the sole criteria used in the rating process and the supervisors responsibility is to tender an objective rating. The parties agree that the appraisal process is more than a once a year meeting during which performance over the last year is evaluated. NGB TPR 430 dated 5 November 2009 will be used as the sole guide for this article.

13-2 DEFINITIONS:

- a. Appraisal. The continuing process by which the technician is kept informed of how the employee's performance compares against established critical elements and results in a final performance appraisal at the end of the appraisal period.
- b. Rating Official. The individual most responsible for appraising the technician based on pre-established mutually understood critical elements. This party is usually the technician's immediate supervisor.
- c. Rating of Record. The appraisal assigned at the end of the appraisal period that describes the overall performance level of the technician based on the technician's critical elements.
- d. Performance level. A rating will be assigned to each individual critical element during the performance appraisal that denotes the technician's level of achievement compared to the critical element.
- e. Performance Plan. A description of the level of achievement; and may include quality, quantity, and timeliness, necessary for fully acceptable performance of duties and responsibilities of the position. These critical elements will be established upon items appearing on the individual's position description and other job related items.
- f. Higher Level Reviewer. An individual in the technician's chain of command who is the rating official's immediate supervisor. The higher level reviewer is also considered to be the approving official.
- g. Unacceptable performance. Performance of a technician that does not meet critical elements.
- h. Critical job element. Any component of a technician's job that is of sufficient importance that performance below the minimum standard established by management requires remedial action and denial of within-grade increase, and may be the basis for removing or reducing the grade level of that technician. Such action may be taken without regard to performance on other components of the job.

13-3 APPRAISAL PERIOD:

- a. The period of time, normally one year but not less than 120 days, which the technician's performance will be appraised. The annual appraisal period for each technician will be established by the Employer. Supervisors will maintain a record of technicians that they supervise which sets forth each technician's name, the technician's anniversary date and the date each technician's evaluation was completed. This record will be open for review upon the request of the technician or the shop steward.
- b. Minimum of 120 days supervision is required before an appraisal can be rendered.
- c. Technicians will receive an appraisal under their old job critical element when transferring jobs, at the time of the transfer, provided a minimum of 120 days has elapsed since the previous appraisal.
- d. When a major change (in any critical element) to the job critical element occurs within 120 days before the appraisal period end date, the appraisal period shall be extended until all conditions required to render the rating of record are met. The rating shall be prepared promptly when conditions that required the extension are met.

13-4 IDENTIFICATION OF PERFORMANCE STANDARDS AND CRITICAL ELEMENTS:

- a. NGB TPR 430 dated 5 November 2009 will be used as guides in the development of performance standards and identification elements.
- b. At the beginning of the appraisal period, each supervisor will, with technician participation, identify critical job element(s). These critical elements will be annotated and will define the level of performance to achieve a rating of record. Critical elements will be consistent with the duties and responsibilities contained in the employee's position description. Although technicians will participate in this process, final determinations will be made by the immediate supervisor with the concurrence of the reviewer.
- c. The critical elements may be modified by the supervisor with technician participation at 120 days before the end of the rating period.
- d. The technician has the right to grieve the content of a performance standard:
 1. Which is contrary to appropriate law, rule, or regulation.
 2. Which is not consistent with the duties and responsibilities covered in the employee's position description.
- e. A completed copy of the performance plan will be provided to the technician at the beginning of the appraisal period and whenever a revision occurs.
- f. Management retains the right to set all critical elements but the parties agree that perfect performance of all duties set forth in the position description is not

a reasonable expectation for establishing a performance standard. Therefore performance standards description should be written for the approved requirement(s) and expectation(s) level that must be met to be appraised at a particular level of performance. A performance standard may include, but is not limited to, quality, quantity, timeliness and manner of performance. It should contain all of the written, or performance elements that set forth the expected performance level. It must contain all critical elements and may contain non-critical elements and their performance standards. It should contain all of the written, or performance elements that set forth the expected performance level. It must contain all critical elements and may contain non-critical elements and their performance standards.

13-5 COUNSELING:

Supervisors should frequently praise and encourage technicians who are meeting objectives, and assist those who are not. Ongoing counseling of technician's by supervisors is encouraged, particularly when the employee is at risk of not meeting expectations. The technician should be told of a performance problem as soon as the supervisor is aware of one. The performance counseling will be recorded on electronically automated form 430 or Supervisor Employee Brief. A copy of any written report on counseling sessions will be given to the technician involved. As a goal, counseling should be performed quarterly with a minimum of bi-annually.

13-6 THE APPRAISAL:

It is the responsibility of the Employer to ensure: the timely completion of both the critical elements and the performance evaluation.

- a. At the end of the appraisal period the supervisor will review the technician's performance appraisal with the technician. The technician may question the appraiser on any aspect of the appraisal.
- b. If the technician experiences a problem in receiving a timely performance evaluation or has concern(s) with any aspect of the performance evaluation process, that technician is entitled to bring the matter to the supervisor's attention, contact the HRO Appraisal POC, or the STEWARD.
- c. If an appraisal cannot be performed on time the technician will be notified by the supervisor. This notification will include an explanation for the late appraisal. When the late appraisal is accomplished the actual date will be so noted.
- d. When possible the appraisal should be based on verifiable and quantifiable performance.

13-7 ABSENCE TO PERFORM OTHER DUTIES:

The time spent away from the technician's assigned duties; i.e. serving as Labor Organization representatives will not be taken into account when accomplishing a

performance appraisal. Performance appraisals should be based solely on performance of the assigned work of their technician position.

13-8 UNACCEPTABLE PERFORMANCE:

- a. Technicians will be periodically reminded of the critical job elements and expected performance plan of their positions and will be informed when their performance is unacceptable in any element of the job, in accordance with NGB TPR 430 dated 5 November 2009. There is also the requirement that Supervisors help their employees improve their performance. Improvement actions can include training, counseling, or closer supervision before moving on to more severe actions. However, if the technician's performance in any critical element continues to be unacceptable, despite efforts by the supervisor or manager to improve performance, the technician and his/her representative will be advised that the technician must be reassigned, reduced in grade (demoted), or removed from employment. Consideration should be given to reassignment to another position for which the supervisor feels the technician is qualified.
- b. No action based on unacceptable performance may be taken until critical job elements and performance plan have been identified in writing and the technician has been given a copy of these standards, and the technician has been given at least 60 days to improve their performance.

ARTICLE 14
WORK SCHEDULING

14-1 ADMINISTRATIVE WORK WEEK:

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

14-2 BASIC WORK SCHEDULE:

The basic work schedule shall be (5) eight-hour days with normal duty hours of 0800-1630.

14-3 ALTERNATE WORK SCHEDULES:

- a. The Employer agrees to consider requests from any employee to work an alternate work schedule. Employees may request any authorized alternate schedule in 14-3b; however the immediate supervisor must approve the schedule, including arrival and departure times. Request will not be denied except for mission or safety reasons. Employee seniority will be used to resolve scheduling conflicts. Employees will not be required to work an alternate schedule.
- b. The alternate schedule can be the 5/4-9, 4-10 or the Flexitour plan. Employer agrees to consider requests from any technician to work a specific alternate schedule because of personal and/or family reasons.
 1. If the employee requests the 5/4-9 plan they may choose their day off and their short day, and start time between 0600 and 0800.
 2. If the employee requests the Flexitour he may choose a start time between 0600 and 0900.
 3. If the employee requests the 4-10 plan the start time will be 0600.
 4. The supervisor may choose the short day and the day off. (Monday or Friday)
- c. The basic non-overtime workday shall not exceed eight (8), nine (9), ten (10) working hours, depending on the individual's work schedule.
- d. The occurrence of holidays shall not affect the designation of the basic workweek.
- e. All offices, shops, sections, or other work entities should be functional five days every week, Monday through Friday, during the normal duty hours of 0800 - 1630.

14-4 LUNCH SCHEDULE:

Each employee is authorized a one half (1/2) hour of duty free time for a lunch period each day. The lunch period should be scheduled between 1030 and 1300. The Employer agrees to make every effort to coordinate the workload to allow the lunch period.

Employees that are scheduled to work through their normal scheduled lunch period will be afforded one of the following options as determined by their supervisor.

- a. To reschedule their lunch period to an agreeable time;
- b. Take a paid lunch break of twenty (20) minutes or less within close proximity to their work station and be available for work assignments;
- c. To accumulate comp time;
- d. To be released one half (1/2) hour early prior to end of scheduled shift for that same day.

14-5 WORK SCHEDULE CHANGE NOTIFICATION:

- a. Technicians will be notified no less than seven (7) days in advance of a temporary shift change. Temporary change is defined as 15 days or less. POSTED WORK SCHEDULES IN EACH WORK AREA will satisfy this requirement in lieu of individual notices. Shift differential, if authorized, for original shift will be paid, for a maximum of seven (7) days if seven (7) days notice is not provided. An agency may make changes in work schedules within the required 7-day notice period where the agency would otherwise be handicapped in carrying out its mission, emergency or where costs would be substantially increased. In accordance with 5 CFR 610.121 (a) (1).
- b. Permanent change of work schedules will be appropriately negotiated IAW article 22 of the negotiated agreement.

14-6 BREAK TIME:

Each employee is authorized a break period of seventeen (17) minutes and will normally be held halfway into the employees morning and afternoon work periods.

14-7 CLEANUP TIME:

The Employer will provide a sufficient amount of time, consistent with the nature of work performed, for personal cleanup (not to exceed 15 min.) prior to the lunch period and at the end of the workday.

14-8 PREMIUM PAY:

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

ARTICLE 15

ENVIRONMENTAL DIFFERENTIAL PAY/ HAZARDOUS DUTY PAY

15-1 HDP:

HDP will be paid as outlined in CFR 550 Subpart I, Appendix A.

15-2 EDP:

EDP will be paid as outlined in CFR 532 Subpart E, Appendix A when technicians are exposed to the severe natures of hazards, physical hardships, or working conditions. Authorization for these differentials does not eliminate the continuing responsibility of all concerned to initiate positive action to eliminate or reduce danger and risk which contribute to or cause, the hazard, physical hardship or working condition.

- a. Employees or the Labor Organization may submit requests for new EDP authorizations to their supervisor, in writing. As a minimum, information identifying the work location, the hazard, and physical hardship for which EDP pay is proposed, will be included in the request. Supervisors, after study of the request should either submit the request to the State EDP/HDP committee, or provide written response as to his/her decision not to forward the request to the State Committee.
- b. Management agrees to provide written response to the request as provided by the State EDP/HDP Committee, to include meeting minutes. Meeting minutes will also be provided to the Labor Organization. If an EDP situation is approved and an individual has been required to work in that environment, and times can be documented, retroactive EDP may be authorized, as provided in applicable law or regulation from the date of the written submission.
- c. Nothing in this Paragraph shall preclude negotiations through the collective bargaining process for:
 1. Determining the coverage of additional local situations under appropriate categories as referenced in CFR 532 Subpart E, Appendix A. For example, local negotiations may be used to determine whether a local work situation is covered under an approved category, even though the work situation may not be described under a specific illustrative example.
 2. Determining additional categories not included in the CFR 532 Subpart E, Appendix A, for which environmental differential is considered to warrant referral to OPM for prior approval. For example, labor and management may negotiate locally whether to submit a joint request for a new environmental differential category or a different percentage differential category or an existing category to OPM through either of their respective headquarters.

ARTICLE 16

POSITION DESCRIPTIONS

16-1 POSITION DESCRIPTION:

The Employer agrees that technicians will be assigned to work which is appropriate to their position description taking into account the mission of the Iowa Army National Guard. Position descriptions will be an accurate statement of the major duties, responsibilities and the supervisory relationships of the position. When a new position description or amendment is implemented, a copy of this will be provided to the technician.

16-2 OTHER DUTIES AS ASSIGNED:

The statement "other duties as assigned" on the position description establishes the principle that the assignment of duties to Technicians is not limited to the content of the PD. Task assignments should be reasonably related to the work usually assigned to the Technician, but in some circumstances may be completely unrelated. If other duties are assigned with such frequency to meet the definition of major duties, the PD should be revised. The PD is not a contract; a Technician given an assignment not part of the PD is expected to perform the assignment. If the Technician feels the assignment violates a prohibited personnel policy, relevant law, rule, regulation or this agreement, they may address it under the negotiated grievance procedure.

ARTICLE 17

HEALTH, SAFETY, AND WELFARE

17-1 GENERAL:

The Employer will make every effort to prevent injury, loss of life and damage to property resulting from unsafe or unhealthy conditions; to identify and eliminate hazardous procedures, operations and conditions; to guard against or control hazards which cannot be eliminated; and to provide education and training to reduce risks.

17-2 IOWA ARNG STATE SAFETY COUNCIL:

The Labor Organization will be afforded the opportunity to provide a mutually agreed upon representative at meetings of the Iowa ARNG State Safety Council and will be provided with the minutes of all such meetings. All members will receive the same advance notice of the Safety Council meeting agendas.

17-3 WORKMAN COMPENSATION:

Employees shall immediately report job connected injuries or illness to their supervisor. The supervisor, with the employee, will insure proper procedures are followed and that all necessary documents are completed. When the employee is incapacitated and unable to notify the supervisor of injury or illness, the Employer will initiate the required procedures as soon as an awareness of an incident has occurred. The employee, with the concurrence of the supervisor, may contact the HRO for answers to complex workers compensation questions.

17-4 EXTREME ENVIRONMENTAL CONDITIONS:

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

- a. Management acknowledges that there are certain cold factors beyond which employees are incapable of performing sustained work.
- b. Therefore, the following chill factor table is a guideline indicating the duration of outside work that may be performed without rotation to inside work.

<u>CHILL FACTOR TEMPERATURE</u>	<u>TIME LIMIT FOR EXPOSURE IN</u>
<u>DEGREES FAHRENHEIT</u>	<u>HOURS/MINUTES</u>

-50 and under	:05
-45	:10
-40	:20
-35	:30
-30	:45
-25	1:00
-20	1:15
-15	1:30
-10	1:45
-05	2:00

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

17-5 SAFETY GLASSES AND PROTECTIVE CLOTHING:

- a. The Employer will furnish at no cost to the technician, safety eye glasses to include prescription lenses to technicians who are required by medical prescription to wear glasses, upon furnishing a request and justification and upon approval of the safety officer. All issued safety glasses broken on the job will be replaced at no cost to the technician.
- b. All protective clothing and equipment required by law, rule, regulation or local policy and Table of Allowances in order to perform duties as assigned will be provided by the Employer at no cost.

17-6 HAZARDOUS MATERIAL COMMUNICATION TRAINING PROGRAM:

- a. Hazardous material information and training will be made available IAW current CAR's, DOD directives and OSHA standards.
- b. The requirements in (a.) above state; All personnel will receive the training required by the directives and standard detailing the hazards associated with chemicals used in their respective shops. Employees who handle, use, or are

potentially exposed to hazardous materials in the course of official duties, will receive training on the specific hazards in their work area. To the extent deemed practical and necessary by the Employer and consistent with law, rule and regulation, employees will receive hazardous material training prior to exposure to hazardous materials.

- c. All training will be properly documented to insure completion of required training.
- d. Safety Data Sheets (SDS) will be available to all supervisors, all employees exposed to any chemical hazard, and/or the employee representative. The SDS will be on file in a known location and accessible to all the above individuals.

17-7 SAFETY INSPECTIONS AND MEETINGS:

A Labor Organization representative will be given notification, and given the opportunity in accordance with Article 10-2 to be on official time. The Labor Organization has the right to be present during safety meetings and any formal safety inspection conducted by any outside agency.

The following will be posted alongside DA Form 4755, Employee Report of Alleged Unsafe or Unhealthful Working Conditions and DA Form 2696, Operational Hazard Report. It will be signed and dated by the supervisor. It will be up dated annually or when there is a change of supervisor for that area.

FOR ANY FORMAL SAFETY INSPECTION CONDUCTED BY ANY OUTSIDE AGENCY A REPRESENTATIVE OF HEARTLAND CHAPTER OF ACT (UNION) WILL BE NOTIFIED IMMEDIATELY BY THE SUPERVISOR. THE SUPERVISOR WILL ALSO GIVE THE NAME AND NUMBER OF THE REPRESENTATIVE WHO WAS CONTACTED TO THE COMPLIANCE SAFETY AND HEALTH OFFICER (INSPECTOR). THE INSPECTOR AND THE UNION REPRESENTATIVE WILL DETERMINE IF AN OPPORTUNITY TO ACCOMPANY THE INSPECTOR CAN BE DONE WITHIN THE INSPECTOR'S TIME FRAME.

17-8 HAZARD REPORTING:

- a. A Technician who believes that an unsafe or unhealthful working condition exists has the right and is encouraged to report the condition. The report may be an oral notification to a supervisor or appropriate safety official or a written report utilizing DA Form 4755 (Employee report of alleged unsafe or unhealthful working conditions) or DA Form 2696 (Operational Hazard Report) for aviation. All forms and instructions will be available and posted in the workplace. Hazard Reports may be submitted anonymously, directly to the appropriate safety official.
- b. The employee should report situations that involve imminent danger by the most expeditious means possible. Imminent danger means any conditions or practices in any work place which could reasonably be expected to cause death or serious physical harm coupled with a reasonable belief that there is

insufficient time to seek effective redress through normal hazard reporting and abatement procedures established in accordance with this part, immediately or before there is sufficient time for imminence of such danger to be eliminated through normal procedures.

- c. An employee submitting a report of imminent danger conditions shall be notified as to the determination by the supervisor or local safety official. If the official receiving the report determines imminent danger is not present, the employee may be directed to continue with assigned work. A copy of such notification shall be provided to the local safety committee.
- d. If the supervisor believes the condition or corrected condition does pose an immediate danger, the supervisor shall request an inspection by a safety official as well as contacting the Labor Organization, who shall be afforded the opportunity to be present at the time the inspection is made.
- e. Employee reports are designed to inform supervisory personnel of the existence of, or potential for, unsafe or unhealthful working conditions. A report under this paragraph is not a grievance.

17-9 VIDEO DISPLAY TERMINALS:

It is recognized that there is some evidence VDT's can increase both physical and emotional stress. Therefore, Technicians whose primary duty involves prolong VDT usage be allowed to do short intermittent relaxation exercises at the work station to reduce visual fatigue and/or muscular tension. These exercises will not include use of the VDT.

17-10 INDOOR AIR QUALITY:

- a. The Employer agrees to provide safe and healthful indoor air quality in accordance with applicable laws and industry standards.
- b. To the extent the Employer has control, when application of chemicals occurs during working hours, to include, but not limited to, insecticides, pesticides, paint, and construction chemicals. Employees and individuals with special health needs will be reasonably accommodated.

17-11 WATER QUALITY:

The Employer recognizes that water is essential for a healthy work environment. Employer agrees to comply with the safe drinking water act.

17-12 SAFETY TRAINING:

The Employer will pay all costs of any safety training required by Employer IAW applicable law, rule, regulation or local policy.

17-13 PHYSICAL FITNESS TRAINING:

Technicians may be granted time during normal duty hours for physical fitness programs IAW the Adjutant General's policy.

ARTICLE 18

DETAILING AND TEMPORARY PROMOTIONS OF TECHNICIANS

18-1 DEFINITION:

- a. A detail is an official personnel action temporarily assigning a technician to a different established or pending position for a specified period of time, with the technician returning to the original position at the conclusion of the detail.
- b. Details are intended to meet temporary emergency workload situations, absences of employees, pending authorization and classification of new positions or other types of operational manpower needs that cannot be met by normal personnel placement actions.
- c. Details of more than 120 days to higher graded positions will not occur unless the competitive procedures of the Merit Promotion Article have been utilized. Announcements may be limited to geographic or facility level.
- d. Temporary promotions are an official personnel action temporarily promoting a technician to a higher graded position. It is normally considered when a vacancy at a higher grade will exist for periods of time up to 120 days in duration.

18-2 PROCEDURE:

The following procedures are established for details to positions at the same pay grade:

- a. Qualified volunteers for details will be sought before non-volunteers are assigned.
- b. When an inadequate number of qualified technicians volunteer for a detail, the Employer agrees to rotate the assignment among the qualified individuals.
- c. It is recognized that there may be instances when management cannot apply these procedures. In this event the Labor Organization will be informed.

18-3 RECORDING OF DETAILS:

Details extending for thirty (30) or more consecutive calendar days will be recorded in the Official Personnel Folder of the individual maintained at the Human Resources Office. Details extending for five (5) or more work days but less than thirty (30) consecutive calendar days, will be recorded on the Supervisor's Employee Brief.

18-4 TEMPORARY PROMOTION:

When the Employer requires the duties of a higher grade position, or one with known promotion potential within the bargaining unit the assignment will become a temporary promotion. The vacancy will be competitively filled using the Merit Promotion article procedures if the temporary promotion is to exceed 120 days.

ARTICLE 19
CLASSIFICATIONS

19-1 GENERAL:

It is agreed that after impact and implementation bargaining for any downgrade resulting from reclassification, management will establish an effective date and provide the affected technician with:

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

19-2 RECLASSIFICATION DOWNGRADE:

- a. If any position is downgraded with a substantial change of duties and job number and such action is considered a reduction in force (RIF) and existing contract RIF procedures (Article 11) will apply. In all other cases, downgrades resulting from reclassification will be considered as classification actions.
- b. No personnel actions resulting directly from reclassification downgrading will be taken until management and the Labor Organization negotiate the impact of the proposed action(s). The parties will meet within one (1) week after notice of the action(s) is provided to the Labor Organization.

19-3 GRADE RETENTION:

During the grade retention period (2 years) if a vacancy of equal or intervening grades exists for which the technician is fully qualified, the technician may be offered the position. For any other positions that become available that no one on the retention roster is fully qualified for, the merit promotion plan will be utilized.

ARTICLE 20
TRAVEL AND TDY

20-1 GENERAL:

A TDY will be announced as soon as information on the assignment is available. Where possible seven (7) days notice will be given before projected TDY. Selection of employees for temporary duty assignments will be based upon qualifications of the individual to perform the mission required. Technicians are responsible for responding to temporary duty assignments in the same manner as to duties at their permanent duty station. Technicians may request excusal from a TDY assignment by providing justification. Supervisors will consider such requests but mission accomplishment will be the determining factor in final TDY assignments.

20-2 MODE OF TRANSPORTATION:

The mode of travel will be as specified in the travel order. Technicians may request alternate modes of travel at no additional expense to the Employer. Supervisors will consider the technicians request, mission requirements and funding availability in making the final decision. All travel will be reimbursed as authorized by the JTR.

20-3 TRAVEL ADVANCES:

When the technician is not an eligible participant in the government travel credit card program the technician may request advance per diem. This will normally be determined and paid by electronic funds transfer when requested at least ten (10) days in advance of the departure date. If less than ten (10) days notice of TDY is given, special arrangements may be made with USPFO for travel advances.

20-4 COMPENSATORY TIME:

- a. Time spent traveling (but not other time in travel status) away from the permanent duty station is "hours worked." Technician will be awarded comp time for the amount of time spent traveling in excess of their basic work week or normal duty hours minus normal commuting time during normal work week. Compensatory time may be granted for time spent in a travel status which is outside of scheduled duty hours on the scheduled work day, only when that travel:
 1. Involves the performance of work while traveling.
 2. Is incident to the performance of work while traveling.
 3. Is carried out under arduous conditions.
 4. Results from an event which could not be scheduled or controlled administratively, including travel by an employee to such an event and the return of the employee to his/her official duty station.

- b. While on a TDY assignment and management is unable to schedule or control the administration of work, a technician required to work other than normal duty hours will receive compensatory time for work in excess of the normal duty hours.
- c. When practical, travel will normally be arranged within the employees scheduled hours of work.

ARTICLE 21

SUPERVISOR'S WORK FOLDER

21-1 GENERAL:

Material, which might reflect adversely upon an employee's character or career, will not be placed in the Supervisor's work folder without his/her knowledge. Any entry, which the employee believes to be unjustified, is subject to the negotiated grievance procedure. Records of complaints or charges determined to be unfounded will be immediately removed from the Technicians personnel file/work folder and such complaints and charges will not under any circumstances be considered a factor in connection with any personnel action.

21-2 WORK FOLDER LOCATION AND SAFE GUARDS:

Folders are normally kept at the supervisor's work site. However, other locations may be used if the work site cannot protect folders from casual access, inappropriate disclosure, and invasion of personal privacy.

21-3 CONTENT:

- a. Supervisor's Employee Brief is the current supervisory employment record. The Technician will notify his/her Supervisor when any personal data changes.
- b. Performance-related records may be maintained for no more than three (3) years. They include but are not limited to performance elements/standards and ratings of record; records kept to track performance; documents concerning reconsideration/appeal of performance-related matters; performance improvement plans; and memorandums or notations of performance counseling.
- c. Conduct-related records are maintained until no longer relevant to a continuing or recurring problem. Only letters of reprimand contain specific disposition dates.
- d. Leave schedules.
- e. Copies of correspondence or forms related to training may be kept until training is completed. Training plans may be kept until no longer relevant.
- f. Current position descriptions.
- g. Documents required for the position (e.g., copies of licenses, professional accreditation, and certificate documenting proficiency with equipment or tools used).
- h. Other records which are valuable in reaching decisions on what course of action to take with regard to technician employment.
- i. Copies of documents supporting an award or commendation may be kept until action is completed.

- j. Training certificates.

21-4 DOCUMENTS PROHIBITED:

The following documents are prohibited from being filed in the work folder include but are not limited to the following:

- a. Copies of SF 50's.
- b. Security investigative records or reports.
- c. Pre-employment inquiries notation.
- d. Letters of indebtedness, which have no bearing on a technician's ability to perform his/her duties or the reputation of the National Guard.
- e. Medical records.
- f. SF 181, Race and National Origin Identification, or SF 256 Self-identification of Medical Disability.
- g. Photographs of personnel.
- h. Resumes.
- i. Personal notes.

NOTE: Personal notes maintained as memory aids are not official agency records and are not subject to the Privacy Act because they are;

- a. Retained for the personal use of the supervisor.
- b. Are not circulated or shown to anyone else.
- c. Are retained or discarded solely as the supervisor sees fit.

21-5 ACCESS:

Upon request, a technician must be allowed to review any official personnel file pertaining to him/her in accordance with 5 CFR 293. The employee will be provided the opportunity to request correction or amendments to his/her file.

Technicians wishing to provide access to another person must provide the supervisor written notification which specifically identifies the person to be given access and the records to be provided. The record can be disclosed to other officials/employees who have a need for the record in the performance of their duties. 5 CFR 293 is the source reference for Technician personnel files.

ARTICLE 22

BARGAINING CONCERNING CHANGES IN WORKING CONDITIONS

22-1 NOTIFICATION:

Prior to implementation of any changes in conditions of employment that could adversely affect one or more members of the bargaining unit, management will offer to negotiate appropriate arrangements with the Labor Organization regarding the impact of the change(s). Requested negotiations will take place prior to any announcement of the proposed management action.

Prior to implementation of any changes in TPRs, State Regulations or policies affecting conditions of employment of bargaining unit employees, management will provide information to the Labor Organization in accordance with 22-2. The Labor Organization may request appropriate bargaining concerning the proposed changes.

The Labor Organization and Employer are committed to avoiding any delay in negotiations concerning proposed changes in conditions of employment.

22-2 REQUIRED INFORMATION AND NEGOTIATION REQUESTS:

The Employer agrees to provide the Labor Organization with details of the proposed changes affecting regulations/policies affecting working conditions for review prior to possible negotiations. If the Labor Organization desires negotiations concerning contents of the proposed changes, management should be contacted within ten (10) working days after receipt to establish a meeting time/place to meet and confer/negotiate on the matter. Failure of the Labor Organization to request to meet and negotiate within the time limit indicates concurrence with the proposed change(s).

22-3 MATTERS APPROPRIATE FOR BARGAINING:

Matters appropriate for bargaining and consultation between the parties shall include, but are not limited to, changes in personnel policies, practices and matters which affect conditions of employment.

Some aspects of changes in conditions of employment may be fully negotiable through substantive negotiations. Other proposed changes may only allow for negotiations concerning appropriate arrangements to minimize adverse effects the changes may have on bargaining unit employees (traditionally known as impact and implementation bargaining).

All negotiations and determinations concerning what bargaining is appropriate in each instance will be carried out in accordance with the statutory requirements contained in 5 U.S.C. Chapter 71.

22-4 MEETINGS:

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

- b. The Employer and the Labor Organization agree to exchange written proposals on issues not resolved at the meetings within ten (10) working days unless it is mutually agreed otherwise.

22-5 IMPASSES:

Impasses in negotiating will be resolved in accordance with the Memorandum of Understanding under which this agreement was negotiated.

ARTICLE 23

OVERTIME / COMPENSATORY TIME

23-1 GENERAL:

Technicians will be given compensatory time in lieu of overtime pay for the amount of time spent by them in overtime work in excess of their basic work week or normal tour of duty. Overtime pay is not authorized for National Guard Technicians. Compensatory time will be given to technicians in units of one-quarter (1/4) hours for the amount of time spent by them in overtime work in excess of their basic work week or normal tour of duty, in accordance with applicable regulations.

23-2 CALL BACKS:

Employees called back to work outside their basic work week and/or their normal tour of duty, shall receive a minimum of two (2) hours compensatory time or two (2) hours of holiday premium pay (when applicable), regardless of whether the employee is required to work the entire two (2) hours.

23-3 SELECTION FOR PERFORMANCE OF OVERTIME WORK:

The selection of technicians for any necessary overtime work is solely a function of the Employer. Employees will be selected for overtime work on a fair and equitable basis consistent with job and skill requirements. Factors which will be considered include: the nature of the work, the need for special skills, the mission of the organization, and the number of employees required. Management may also consider qualifications of employees in the functional area currently assigned a particular job. In the assignment of overtime, the Employer agrees to provide the employee with advance notice. Except where the agency would otherwise be handicapped in carrying out its mission: Any employee designated to work overtime outside his/her basic work week or normal tour of duty will be given a minimum of twenty-four (24) hours advance notice. Employees will be given two (2) days notice prior to being required to be on duty on a holiday. Technicians may request to be excused from an overtime work period with reasonable justification.

23-4 RETIRING OR RESIGNING:

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

23-5 ADMINISTRATION:

- a. Administration of accrued compensatory time will be in accordance with the annual leave provisions. Unused compensatory time will be forfeited after twenty-six (26) pay periods, if not previously used. It is the technician's responsibility to request use of the compensatory time to avoid its loss. If

consistent with operational requirements, supervisors will grant compensatory leave time which will be lost if not used.

- b. Employees who are dissatisfied with the administration of their compensatory time may have the matter resolved under the grievance procedures established in this agreement.

23-6 OVERTIME:

- a. Subject to the criteria established in appropriate regulations, employees who work overtime shall be allowed a fifteen (15) minute break for each four-hour period worked.
- b. Time spent on standby duty or in an on-call status shall be determined and compensated in accordance with 5 CFR 551.431.

ARTICLE 24

TRAINING

24-1 GENERAL:

The Employer and the Labor Organization agree that the training and development of employees within the unit is a matter of primary importance to both parties. Through the procedures established for Employer Labor Organization cooperation, the parties shall seek the maximum training and development of all employees. Consideration with its needs, the Employer agrees to develop and maintain forward-looking, effective personnel policies and programs designed to achieve this purpose. Employees have a right to make suggestions for training.

24-2 TRAINING OPPORTUNITIES:

The Employer will, to the maximum extent practical, provide training opportunities within available courses and funds. In the case of special training courses, the information will be provided for those personnel who meet the prerequisites. Selection for attendance will be based on mission requirements and funding availability.

24-3 MISSION CHANGES:

When advance knowledge of the impact of pending changes in functions, organization and mission is available it shall be the responsibility of the Employer to plan for the maximum utilization of employees involved with a minimum amount of retraining.

24-4 CROSS TRAINING:

The Employer may provide employee on-the-job cross training that is practicable and consistent with mission requirements.

24-5 TRAINING RECORDS:

Technicians will keep their supervisor and Human Resources Office advised of training obtained so that it may be recorded in their Official Personnel Folder and will be given due consideration for future promotion opportunities.

24-6 REDUCTION IN FORCE:

In the event of a RIF, or reclassification, the Employer will use its maximum resources in training or schooling the effected employees for placement in other positions within the system, or placement in other employment. The Employer will advise the technicians how to apply for such schooling or training.

ARTICLE 25

WAGE-SURVEY COMMITTEE REPRESENTATION

25-1 LABOR ORGANIZATION PARTICIPATION:

The Employer agrees that representatives of the Labor Organization, if requested by the Local Wage Survey Committee, through the Employer, will participate in accordance with Federal Wage System OPM Operating Manual, Subchapter S 5-6(e)(3)(b) in FWS wage surveys. Time required to perform required duties will be in a duty status.

ARTICLE 26
ARBITRATION

26-1 ARBITRATION PROCEDURES:

- a. The right of appeal which may exist with respect to clause (1), (2), (3), or (4) of Section 709(f) Title 32 shall not extend beyond the Adjutant General.
- b. Arbitration may be used to settle unresolved grievances IAW the grievance article of this agreement.
- c. Only the Labor Organization or the Employer may invoke the provisions of this section and must do so within thirty (30) working days of the final grievance step. This time can be extended with reasonable cause.
- d. If either party questions the arbitrability of a matter, the arbitrator will simultaneously hear the question of arbitrability and the merit(s) of the case. The arbitrator will then rule on the question of arbitrability and when applicable, the subsequent question(s) on the merits of the case.

26-2 ARBITRATOR SELECTION:

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

Within ten (10) working days of receiving the list, both parties shall meet to select an arbitrator. If agreement cannot be reached regarding the selection of an arbitrator, then the parties will alternately strike the names from the list until only one (1) name remains. The individual's name remaining will be duly selected to hear the grievance.

If either party fails to participate in the selection process, the arbitration action will proceed with the requesting party accomplishing the selection. The parties agree that if the selected arbitrator is unavailable to hear the grievance within thirty (30) days the parties may select a new arbitrator using the above procedures.

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

26-3 ARBITRATION EXPENSES:

Expenses incurred for the arbitrator will be shared equally by the Employer and the Labor Organization. Should transcripts be requested by either party, the requesting party will pay for such transcripts and, if the other party desires a copy, it will be provided at the prevailing rate.

26-4 DATE AND LOCATION:

The arbitration hearing shall be held on a date and at a location mutually agreed upon by the parties. Normally this hearing will be conducted during normal duty hours.

26-5 FLRA EXCEPTIONS:

The parties understand the Federal Labor Relation Authority has promulgated regulations providing for filing of exceptions to an arbitrators award. The period for filing exceptions is thirty (30) days beginning on the date the award is served on the filing party. The date of service is the date the arbitrator's award is deposited in the U.S. mail or is delivered in person. It is understood that if no exceptions to an award are filed during this thirty (30) day period, the award shall be final and binding, effective on the thirty first (31st) day.

26-6 COMPLIANCE:

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

26-7 SCOPE OF ARBITRATION:

In the matter before the arbitrator, the arbitrator will be limited to the interpretation of the contract and appropriate law, rule or regulation.

ARTICLE 27

EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

27-1 POLICY:

The Employer and the Labor Organization agree to cooperate in providing equal opportunity in employment and promotion for all persons, to prohibit discrimination because of race, color, religion, sex, age, disability or national origin and to promote the full realization of equal employment opportunity through a continuing affirmative action program, recognizing the requirements of existing laws.

The Employer may appoint an Equal Employment Opportunity Committee for the purpose of coordinating advising the Employer and the activities on matters of equal employment programs, The Labor Organization will be represented on the committee.

A copy of Equal Employment Committee meeting minutes will be provided each committee member and the Labor Organization.

The Employer agrees to appoint and train adequate Equal Employment Opportunity Counselors to assist in administering the Equal Employment Opportunity Program. The counselors will serve under the direction of the State Equal Employment Manager (SEEM), appointed by the Employer, for the purpose of administering the program in the Iowa Army National Guard Technician Program.

27-2 EEO COMPLAINT PROCEDURES:

Any technician who believes they have been discriminated against in any matter because of race, color, religion, sex, age, disability or national origin may file an EEO complaint through the statutory procedures by contacting a designated EEO counselor for that specific area within 45 calendar days of the occurrence.

27-3 COMPLAINTS ALLEGING SEXUAL HARASSMENT:

- a. The Labor Organization will actively support the Employer's efforts to prevent sexual harassment in the workplace.
- b. Reported cases of sexual harassment will receive prompt action.
- c. Any technician who feels they have been the victim of sexual harassment may file a complaint through the statutory procedure by contacting an EEO counselor within forty-five (45) days of the occurrence.

ARTICLE 28

RECOGNITION AND INCENTIVE PROGRAM

28-1 PURPOSE:

The incentive program will be administered in accordance with 5 CFR part 451, TPR 430, TPR 451, and NGIA Supplement to TPR 451 in a fair manner.

NGB Form 32, will be used for each employee if an award is granted. Supervisors should sit down with each employee and verbally inform them if they are being nominated for an award.

RECOMMENDATION FOR INCENTIVE AWARD OR QUALITY SALARY INCREASE The proponent agency is NGB-HR. The prescribing directive is TPR 451			
SECTION I - TO BE COMPLETED BY OPERATING OFFICE			
1. EMPLOYEE NAME: (Last, First, Mi)			DATE:
2. EMPLOYEE ADDRESS:			
3. PRESENT POSITION TITLE: GRADE & STEP:			SALARY:
4. TYPE OF RECOGNITION RECOMMENDED:			
5. BASIS FOR RECOMMENDATION: <i>(See reverse side for 'Evidence of Superior or Outstanding Achievement')</i>			
6. POSITION TITLE, GRADE & SALARY DURING PERIOD OF RECOMMENDATION: <i>(If different than Item 3.)</i>			
7. COMMAND, INSTALLATION AND LOCATION:			8. ORGANIZATION:
9. TITLE & SIGNATURE OF IMMEDIATE SUPERVISOR:			
10. TITLE & SIGNATURE OF APPROVING OPERATING OFFICIAL:			
SECTION II - TO BE COMPLETED BY TECHNICIAN PERSONNEL OFFICE			
11. TYPE AND DATE OF INCENTIVE AWARD(S) OR DATE OF QUALITY INCREASE(S) PREVIOUSLY GRANTED: <i>(Except Length of Service)</i>			
SECTION III - TO BE COMPLETED BY LOCAL AWARDS COMMITTEE			
12. RECOMMEND APPROVAL OF FOLLOWING AWARDS:			
CASH	TOTAL AMOUNT:	INITIAL AMOUNT:	ADDITIONAL
INTANGIBLE BENEFITS			
TANGIBLE SAVINGS	ESTIMATED FIRST YEAR SAVINGS:		
OTHER:			
DISAPPROVED 1	TITLE:	SIGNATURE & DATE:	
SECTION IV - TO BE COMPLETED BY APPROPRIATE APPROVING AUTHORITY			
APPROVING AUTHORITY AND ACTION	ADDITIONAL CASH AWARD		SIGNATURE & TITLE
			DATE
LOCAL COMMANDER:	APPROVED	RECOMMEND	
APPROVED DISAPPROVED 1			
STATE AWARDS COMMITTEE:	APPROVED	RECOMMEND	
APPROVED DISAPPROVED 1			
ADJUTANT GENERAL:	APPROVED	RECOMMEND	
APPROVED DISAPPROVED 1			
NGB INCENTIVE AWARDS BOARD:	APPROVED	RECOMMEND	
APPROVED DISAPPROVED 1			
NOTICE TO EMPLOYEE: UPON ACCEPTANCE OF CASH AWARDS, THE USE OF THIS CONTRIBUTION BY THE UNITED STATES SHALL NOT FORM THE BASIS OF A FURTHER CLAIM OF ANY NATURE UPON THE UNITED STATES BY YOU, YOUR HEIRS, OR ASSIGNS.			
NGB 32, 20060415 (EF) (Adobe v 8.0)		(PREVIOUS EDITIONS ARE OBSOLETE)	1 (Attach Explanation)

ARTICLE 29

UNIFORM

29-1 GENERAL:

Technicians are required by federal statute to wear the military uniform IAW AR 670-1 and DA Pam 670-1. In doing so, the Employer agrees that the Army Combat Uniforms (ACU's) will be provided for enlisted Soldiers by the Iowa Army National Guard not to exceed the authorization allowed of ACU's per Soldier and IAW JFHQ-IA SUPP 1 to CTA 50-900, requested and issued by their military organization. In addition the Employer will provide four (4) pairs of coveralls for all employees that perform the following operations due to full-time employment (as determined by the supervisor);

- a. Maintenance Operations
- b. Fueling Operations
- c. Warehouse Operations

29-2 ACCOUTERMENTS:

All nametags, military rank insignia, and other accouterments will be provided by the Employer for enlisted Soldiers only, requested and issued by their military organization.

29-3 CLEANING/LAUNDERING:

The Employer will provide laundry capability for soiled coveralls for cleaning on a regular basis at all necessary locations. Schedule will be one (1) coverall being worn, one (1) in for cleaning and two (2) available if needed for operations. Coveralls can be obtained through your unit. The cleaning of all ACU's is an individual requirement and the Employer will not contract this service. ACU's will continue to be replaced as they become unserviceable by the employee's military organization. This article is dependent on adequate funds available to provide this service, determined by the Employer. This is a non-grievance article and all complaints will be worked between management and the Labor Organization.

ARTICLE 30 RESERVED

ARTICLE 31 RESERVED

ARTICLE 32 RESERVED

ARTICLE 33

AGREEMENT ADMINISTRATION

33-1 EFFECTIVE DATE:

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

33-2 AGENCY APPROVAL:

- a. The head of the Approving Agency shall approve the agreement within thirty (30) days from the date the agreement is executed by the parties if the agreement is in accordance with the provisions of applicable law, rule, or regulation.
- b. If the Approving Agency does not approve or disapprove the agreement within the thirty (30) day period, the agreement shall take effect on the thirty-first day (31st) and be binding on the Employer and the Labor Organization subject to the provisions of applicable law, rule, or regulation.
- c. In the event that a particular article or section of an article is not approved by the Approving Agency, the remainder of the agreement shall take effect as provided by law. The articles or sections of an article not approved by the Approving Agency shall later be incorporated as negotiations or appropriate remedies dictate and if required subsequently approved by the approving agency. These articles shall expire on the same date as the basic agreement, unless otherwise specifically provided for.

33-3 AGREEMENT DURATION:

This agreement will remain in effect for three (3) years from the date of approval by the Approving Agency, or, under the provisions of 5 U.S.C. Chapter 71, section 7114,(3) whichever is applicable.

The terms of this Agreement may be extended beyond the expiration date:

- a. In one (1) year increments based on mutual agreement of the parties; and
- b. During a period of declared National or State emergency by the mutual consent of the parties.

33-4 AGREEMENT PRECEDENCE:

Upon approval, this collective bargaining agreement takes precedent over any conflicting provisions in Agency regulations with respect to conditions of employment, as defined in 5 U.S.C. 7103(a)(14), which predate, as well as those that postdate this agreement.

33-5 AGREEMENT AMENDMENTS/SUPPLEMENTS:

- a. This agreement may be subject to amendments or supplements during the agreement lifetime under one of the following procedures:
 1. Either party, during the life of this agreement, may submit proposals for negotiations for the purpose of supplementing this agreement with provisions not covered by or contained within this agreement.
 2. Either party may initiate negotiations at the mid-point of this agreement, after service of notice no later than sixty (60) days prior to the midpoint of this agreement.
 3. At any time, by mutual consent, for the purpose of amending or providing supplements to this agreement.
- b. A request for an amendment or supplement to this agreement by either party shall be in writing setting forth the need or reason for the proposed change and a summary of the change.
- c. Representatives of the Employer and the Labor Organization will meet within ten (10) days to commence negotiations of the proposed amendment or supplement, unless a later date is mutually agreed upon. No changes other than those specified in the summary provided for in paragraph 33-5b. of this article will be considered.
- d. Approval of an amendment or supplement to the agreement will be accomplished in the same manner as provided for approval of the basic agreement as specified in paragraph 33-2 of this article.

33-6 NEGOTIATING A NEW AGREEMENT:

- a. Negotiations for a new agreement will commence no earlier than 150 calendar days nor later than ninety (90) calendar days prior to the termination of this agreement.
- b. Thirty (30) days prior to the start of negotiations of a new agreement, representatives of the Employer and representatives of the Labor Organization will meet to initiate a Memorandum of Understanding establishing the ground rules for the conduct of negotiations.

33-7 LABOR ORGANIZATION CHALLENGES:

The Employer agrees that until a valid timely challenge (which occurs during a 45 day period between the 105th and 60th day prior to the expiration of the contract), it shall give no assistance to any other Labor Organization for the purpose of aiding it, to solicit membership, or authorization cards.

Effective 9 June 2016 in accordance with 5 USC.
7114 (c) (3)

