

Agreement
Between
THE ADJUTANT
GENERAL
State of South Dakota

and

LABORER'S
INTERNATIONAL
UNION
of
North America

APPROVED BY THE UNITED STATES DEPARTMENT OF DEFENSE
AGENCY HEAD REVIEW ON JUNE 27, 2018

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PREAMBLE

Pursuant to the policy set forth by the Civil Service Reform Act of 1978 and Title V, Chapter 71, U.S. Code, the following articles, together with any supplemental agreements or amendments which may be agreed to at later dates, constitute a total agreement by and between the Activity Head, State of South Dakota, and Laborers International Union of North America (LIUNA), (the Union), for the Employees as defined in Article II.

The parties to this agreement recognize that they have a mutual and cooperative interest in the effective accomplishment of the mission and assigned responsibilities of the technicians of the South Dakota Army National Guard and that this interest will be furthered by the establishment and maintenance of Employee-Management cooperation.

Employees have an obvious and proper interest in the conditions of their employment. It is recognized that the participation of Employees, through their exclusive representatives, in the formulation and implementation of personnel policies and procedures, which so vitally affect them, will contribute substantially to the improvement and efficient administration of the Federal Service.

To the extent any Technician Personnel Regulation (TPR) or South Dakota National Guard Pamphlet (SDNG PAM) is incorporated by reference into this agreement, it is intended to provide guidance as to how a situation may be handled subject to the limitations of 5 USC 7106(a) which the Employer retains the right to exercise those rights.

ARTICLE I

RECOGNITION AND UNIT DESIGNATION

SECTION 1. RECOGNITION: Management recognizes that the Union is the exclusive representative of all Employees in the unit (as defined in Section 2, below). The Union recognizes its responsibilities in representing the interests of all Employees in the unit it represents without discrimination and without regard to organization membership.

SECTION 2. UNIT: The unit to which this Agreement is applicable is composed of all non-supervisory, nonprofessional, GS and WG employees, employed by the South Dakota Army National Guard, South Dakota.

ARTICLE II

DEFINITIONS

1. **CONFERRING:** For the purpose of this Agreement, conferring is defined as mutual discussion prior to implementation, where possible, of personnel policies and practices related to conditions of employment.

2. **EMPLOYEE(S):** All non-supervisory, nonprofessional, GS and WG employees, employed by the South Dakota Army National Guard, South Dakota.

3. **GRIEVANCE:** A grievance is any complaint by any Employee concerning any matter relating to the employment of the Employee; by any labor organization concerning any matter relating to the employment of any Employee; or by any Employee, labor organization, or agency concerning: 1) the effect or interpretation, or a claim of breach, of a collective bargaining agreement; or 2) any claimed violation, misinterpretation, or misapplication of any law, rule or regulation affecting conditions of employment.

4. **IMPASSE:** The inability of representatives of Management and the Union to arrive at a mutually agreeable decision concerning negotiable matters.

5. **MANAGEMENT/ACTIVITY HEAD:** The Adjutant General, South Dakota National Guard or his/her designated managers and supervisors.

6. **NEGOTIATION:** Bargaining on negotiable issues between Management and Union representatives with the view of arriving at a formal Agreement. The activity must demonstrate, if it asserts non-negotiability due to regulation, that there is a compelling need for such regulation.

7. **OTHER DUTIES AS ASSIGNED:** Such duties include those tasks that are incidental or temporary in nature and which do not create health or safety hazards as defined in 29 CFR 1960.46(a)

8. LABOR/MANAGEMENT PARTNERSHIP COUNCIL (LMPC): A council composed of Management and Local Union Officials/Members.

9. UNION OFFICIAL: Elected officers, stewards of the Union and accredited national representative(s).

10. IN WRITING: Hard copy, digital document, or email

11 STATE ACCOMMODATIONS MANAGER: Employee responsible to Support the agency's policy and procedures that provide accommodations to employees with disabilities

ARTICLE III

LABOR/MANAGEMENT PARTNERSHIP COUNCIL

SECTION 1. PURPOSE: Management and the Union have created a LMPC whose purpose is to evaluate, analyze, implement and monitor matters affecting the Labor/Management relationship, to include the Collective Bargaining Agreement.

SECTION 2. REPRESENTATIVES: Management and the Union will select their own representatives to the Council. Except when agreed upon by the members, Management and the Union will each select a maximum of three (3) members and one (1) alternate to serve on the council.

SECTION 3. MEETINGS/AGENDA: Council meetings will be scheduled as agreed upon by the council members. Agendas will include items of interest to both parties.

SECTION 4. CONSENSUS: Decisions of the Council will be by consensus and binding on the parties. Partnership decisions shall in no way nullify or abrogate the statutory rights of Management or the Union.

ARTICLE IV

MANAGEMENT RIGHTS

SECTION 1. REGULATIONS: In the administration of all matters by this Agreement, Management and the Employees are governed by existing or future laws, regulations of appropriate authorities including policies set forth in the Office of Personnel Management (OPM) Operating Manuals or authorized by the terms of a controlling agreement at a higher agency level.

SECTION 2. RETAINED RIGHTS:

- a. Management retains the right, in accordance with Title 5 USC:

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

(2) in accordance with applicable laws -

(A) to hire, assign, direct, layoff, and retain Employees, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against Employees;

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

(C) with respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion or from any other appropriate source; and

(D) to take whatever actions may be necessary to carry out the agency missions in situations of emergency.

b. Nothing in this section shall preclude Management or the Union from negotiating -

(1) at the election of the agency IAW 5 USC §7106(b)(1) on the numbers, types, and grades of Employees or positions assigned to any organizational subdivision work project or tour of duty, or on the technology, methods and means of performing work.

(2) procedures which Management will observe in exercising any authority under this section; or

(3) appropriate arrangements for Employees adversely affected by the exercise of any authority under this section by Management.

SECTION 3. NON-ABRIDGMENT: The provisions of this Article shall not nullify or abridge the rights of Employees or the Union to grieve or appeal the exercise of Management's rights set forth in this Article through appropriate channels which involves interpretation or application of this Agreement.

ARTICLE V

UNION RIGHTS AND REPRESENTATION

SECTION 1. RECOGNITION: Management recognizes that the Union, as the exclusive representative of all Employees in the bargaining unit, is entitled to act for and negotiate Collective Bargaining Agreements covering all Employees.

a. Management will recognize the officials designated by the Union, including stewards and alternates.

b. Management agrees to respect the rights of the Union, and further agrees to negotiate with the Union regarding implementation of any new policy or change in existing policy affecting Employees or their conditions of employment.

c. The Union, in consonance with its right to represent, has a right to propose new policy, changes in policy, or resolutions to problems pertaining to policy changes or any other matter affecting conditions of employment for Employees in the bargaining unit. This right shall apply at all levels of Management within the activity and the Union starting with the steward and the first-level supervisor. Representation will normally occur at the lowest level at which a matter can be resolved, and the initial point of contact will normally be the lowest level Management official and Union official having responsibility and authority to act. If either party at the initial contact feels resolution of a matter is outside its jurisdiction, the matter shall be referred immediately to the next higher level.

d. Union initiated proposals for a new policy or changes in established Management policies or regulations, or resolution of a problem(s) will be furnished to the designated Management representative. Such proposals initiated by Management shall be furnished to the designated Union representative.

e. New or changed policy proposals which are agreed to in bargaining shall be signed by the South Dakota State Representative for the Union and Management for the respective organization.

f. When the Union and Management have negotiated, resolved a problem(s), or bargained relative to the impact of a nonnegotiable matter, Management at each level shall discuss with the appropriate Union official the Collective Bargaining Agreement's effect in his or her organizational level.

g. The parties recognize the right of the Union to submit proposals or views directly to the Activity Head for consideration when changes in policy/procedures are proposed by the Activity.

h. Management will furnish to the Union, without charge and within a reasonable time, upon request, data that is necessary for the proper representation of Employees in the bargaining unit when the data:

(1) is normally maintained by Management, in the regular course of business

(2) is reasonably available and necessary for full and proper discussion, understanding and negotiation of subjects in the scope of collective bargaining

(3) does not constitute guidance, advice, counsel or training provided for Management officials or supervisors, relating to collective bargaining.

SECTION 2. REPRESENTATION: The Union has the right to be represented at all formal discussions between one or more representatives of Management and one or more Employees in the bargaining unit or their representatives concerning grievances, personnel policies and practices,

or other matters affecting the general working conditions of Employees in the bargaining unit. The Union shall be notified in advance of such a meeting.

a. The Union has the right to represent members of the bargaining unit during any examination of the Employee(s) by a representative of Management in connection with an investigation if:

(1) the Employee reasonably believes that the examination may result in disciplinary action against the Employee; and

(2) the Employee requests representation.

b. The Union has the exclusive right to represent members of the bargaining unit in presenting grievances under the negotiated grievance procedure in this agreement. Any member or members of the bargaining unit may present a grievance themselves without representation by the Union provided that the Union is a party to all discussions and the grievance process. Any adjustment must be consistent with the terms of this agreement.

c. The Union has the right to have a representative present at all discussions between Management and members of the bargaining unit, held in the course of proceedings conducted to resolve complaints, grievances or appeals submitted by a member of the bargaining unit. Management will notify the Local Union Official before such discussion is held. The Union shall be allowed up to 24 hours to provide a representative. The representative shall be allowed to present the views of the Union during the discussions.

SECTION 3. STEWARDSHIP: The Union may designate Union Stewards in the various organizations having Employees in the bargaining unit. The Union shall determine the number and location of Stewards; however, the number shall not exceed the ratio of one Steward for every ten Employees. Normally, the Stewards will represent the Employees of their designated area(s) in dealing with supervisors about the applications of personnel practices and policies, and other matters affecting working conditions of Employees in the designated area(s).

a. The Union will supply Management, in writing, and will maintain on a current basis, a list of the Union officials, including Stewards. The Union may post the list of Local officials and area Stewards on Union bulletin boards.

b. Management will recognize officials of the National Office representing the Union. The Union shall provide advance notice to Management of visits to be made by officials of the National Office.

SECTION 4. AUTHORIZED OFFICIAL TIME: Union officials shall be permitted reasonable time during working hours without loss of leave or pay to represent Employees in accordance with this agreement. Use of official time will not be limited to the confines of the activity but will allow the representative to travel in accordance with the needs of the individual case. When authorized, any travel and per diem incurred by a representative in such cases will be reimbursed by Management in accordance with Joint Travel Regulations (JTR).

a. All negotiations and a reasonable amount of time to prepare for said negotiations shall be conducted on official time. This shall include a reasonable amount of time to prepare and present matters to the Federal Mediation and Conciliation Service, and the Federal Service Impasses Panel.

b. Reasonable time for receiving, investigating, preparing and presenting a complaint, grievance or appeal must necessarily depend on the facts and circumstances of each case -- e.g., number and nature of allegations, number and complexity of supporting specifics, the volume of supporting evidence, availability of documents and witnesses and similar considerations.

c. Reasonable time for a Union official for a complaint, grievance or appeal action, shall be the time necessary to observe the proceedings to their conclusion.

d. Reasonable time for preparation of information reports required under 5 USC Section 7120(c), including financial reports and trusteeship reports, shall be accorded to the Union officials. The amount of time granted will be that necessary to gather data and complete reports.

e. Union officials on official time for representational duties will be afforded an area of privacy when meeting with bargaining unit Employees. Management will assist in providing such privacy within or in the close proximity of the Employee's work area. However, Union officials are not limited to the confines of the activity when on official time for representational duties.

f. When Union officials leave their work, during regular working hours, to transact appropriate Union business as defined in this contract, they shall first inform their immediate supervisor. Upon entering a work area under the cognizance of another supervisor, Union officials shall advise the supervisor of their presence and of the name of the Employee to be contacted. If required, the official's supervisor will keep records on the use of official time. The Union official will notify the immediate supervisor upon his/her return to work. Supervisors in these instances will normally not object unless there is an operational necessity. If there is an operational necessity that prevents the official from being released immediately, arrangements will be made for the official to be released within twenty-four hours, or the Union may opt to assign another official.

g. Official time for Union-sponsored training will be in accordance with Article XV Section 9 of this Collective Bargaining Agreement.

SECTION 5. INTERNAL UNION BUSINESS: Internal Union business, such as attending Union membership meetings, collecting dues, soliciting membership, electing officers, and posting Union literature will be conducted during the non-duty hours. Upon request and subject to normal security limitations, the Union shall be granted authority to conduct up to two membership drives of 30 days duration each per year, before and after duty hours and during lunch periods. Upon request, Management shall provide the Union with reasonable materials for use in such drives.

SECTION 6. UNION RESPONSIBILITIES: The Union, having been recognized as the exclusive representative of Employees in the bargaining unit, as described in Section 2, Article I, undertakes the following responsibilities:

a. Admit to membership all Employees without regard to race, color, religion, national origin, age, marital status, pregnancy, gender, sexual orientation, disability, political affiliation or genetic information.

b. Union Officials will not solicit grievances under the provisions of this Agreement.

c. Union Officials have the right to advise Employees of their rights under this Agreement.

d. The Union is responsible for representing the interests of all Employees in the bargaining unit without discrimination and without regard to labor organization membership. The Union is not required to represent non-Union members in Office of Worker's Compensation (OWCP) cases or proposed disciplinary/adverse actions.

SECTION 7. RESTRAINT: There shall be no restraint, retaliation, coercion or discrimination against any Union official because of the performance of duties in consonance with this agreement and the Federal Service Labor-Management Relations Statute, or against any Employee for filing a complaint or acting as a witness under this agreement, the Federal Service Labor-Management Relations Statute, or applicable regulations.

ARTICLE VI

EMPLOYEE RIGHTS

SECTION 1. UNION MEMBERSHIP:

a. Employees in the Bargaining Unit shall be protected in the exercise of their rights, freely and without fear of penalty or reprisal, to form, join, and assist the Union or to refrain from such activity. This agreement does not prevent any Employee, regardless of Employee organization membership, from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable laws, regulations or agency policies, or from choosing his or her own representative in a grievance, appeal, or complaint action, except when such grievance is pursued under the negotiated procedure contained in this Agreement.

b. Nothing in this agreement shall abrogate any Employee right or require an Employee to become or to remain a member of a labor organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions. Management shall not discipline or otherwise discriminate against any Employee because he or she has filed a complaint or given testimony under the Federal Service Labor-Management Relations Statute (FSLMR), the negotiated grievance procedure, or any other appropriate procedure for redressing wrongs to an Employee.

SECTION 2. INFORMING EMPLOYEES:

a. It is the obligation of Management and the Union to conduct informative sessions relative to the effective administration of this agreement within a reasonable time from the date this agreement goes into effect.

b. Management shall take such action consistent with law or regulation, as may be required, in order to inform Employees of their rights as prescribed in the Civil Service Reform Act of 1978 and this Article.

c. Members of the Bargaining Unit have the right to representation by the Union at the following meetings:

(1) any examination of the Employee by Management in connection with an investigation when the Employee requests representation.

(2) any formal discussion between one or more representatives of Management and one or more Employees in the Bargaining Unit or their representatives concerning any grievance or any personnel policy or practice or condition of employment.

d. All new Employees shall be informed by Management that the Union is the exclusive representative of Employees in the Bargaining Unit. A list of the officials of the Union shall be given to each new Employee during orientation and this list will also contain the information that the Union is the exclusive representative of Employees in the Bargaining Unit.

e. Management is obligated to keep Employees informed of rules, regulations and policies under which they are obligated to operate, including their job duties.

SECTION 3. ACCOUNTABILITY: An Employee is accountable only for the performance of official duties and compliance with standards of conduct for Federal Employees as defined in the appropriate directives. Within this context, Management affirms the right of an Employee to conduct his or her private life as he or she deems fit. Employees shall have the right to engage in outside activities of their own choosing without being required to report to Management on such activities, except as required by law or regulation of higher authority.

SECTION 4. COERCION: Management or the Union will not coerce or in any manner require Employees to invest their money, donate to charity, or participate in activities, meetings or undertakings not related to their performance of official duties.

SECTION 5. NONDISCRIMINATION: No Employee will be discriminated against by either Management or the Union because of race, color, religion, national origin, age, marital status, pregnancy, gender, sexual orientation, disability, political affiliation or genetic information.

SECTION 6. LEGAL REPRESENTATION: Consistent with applicable laws and policies, the Government may provide legal representation for Employees against whom suit is brought in a civil or criminal court based upon activities deemed to be within the scope of their official duties

as determined by the Department of Justice and will assume financial liability for all monies awarded to claimants as a result of activities found to be within the scope of such official duties. Upon request, Management agrees to provide information, guidance, and assistance to Employees who are considering or making a request for legal representation.

SECTION 7. MISCELLANEOUS:

a. Management agrees to bear the full expense of all special tools, clothing, and equipment that Employees are required to use.

b. Employees will be permitted to review their official personnel records as needed, and obtain copies of specified documents contained therein at no cost to the Employee.

c. Management may conduct a search of an Employee's personal effects based on cause. In such an event the Employee may request a Union Representative be present at the search.

d. Employees will be provided with a clean, suitable break and lunch area with access to food and drink vending machines, if available.

e. Employees will be permitted to review and copy any unclassified agency/activity regulation on official time, and at no cost to the Employee.

f. Counseling and warning sessions involving bargaining unit Employees will be conducted privately and in such a manner so as to avoid embarrassment of the Employee.

g. Employees will be on official time whenever discussing, preparing, or filing complaints, and when meeting with Union officials or Management concerning any complaint or working condition of the Employee.

h. Employees will not be precluded from presenting their views to officials of the Executive Branch, the Congress, or other appropriate authority.

i. Employees have the right to:

(1) working conditions that are safe and healthful.

(2) training normally considered necessary to insure satisfactory job performance.

(3) a method to express themselves concerning improvement of work methods and working conditions.

(4) discuss their problems with the Human Resource Office, Equal Employment Official or Counselor, Union Official, Employee Assistance Official, and/or a person designated to provide guidance on questions of conflict of interest.

(5) leadership that will insure that the Employees understand what is expected of them, to whom they are directly responsible and what is expected of them in their work relationships with their fellow Employees.

(6) privacy in every way consistent with law, regulations and this Agreement.

j. All Employees deserve to be treated with common courtesy and consideration normal in an employer-Employee relationship by supervisors and Management officials. Supervisors and managers will not threaten or intimidate Employees or use abusive or vulgar language in dealing with Employees. Employees will deal with supervisors and Management officials in a courteous and respectful manner and will not use abusive or vulgar language when dealing with them.

ARTICLE VII

NEGOTIATION

SECTION 1. GENERAL: Negotiations for the purpose of Labor-Management Agreement under Title 5 USC and the terms of this Agreement are the mutual obligation of Management and the Union. Negotiation sessions may result from a written request submitted by either Management or the Union. Such requests shall state the specific subject matter to be discussed at the session.

SECTION 2. SCOPE OF NEGOTIATIONS: Subjects appropriate for negotiation between the parties are personnel policies and practices and other matters relating to or affecting conditions of employment. If a change itself is not subject to Negotiations, its impact upon the Employees and procedures for implementing the change may be negotiated. It is understood that no provisions of this Agreement shall nullify or invalidate the rights of Employees, the Union, or Management established by Title 5 USC, other statutes, or regulations of appropriate authority.

SECTION 3. NEGOTIATION PROCEDURE:

a. The primary means for negotiation will be through the SDARNG Labor Management Partnership Council utilizing the Interest Based process. The Council will review the Contract and address issues and concerns. Any issues or concerns which cannot be reconciled by the Council will be remanded to traditional negotiation.

b. Traditional Negotiation Procedure:

(1) Each party will designate members of the negotiating team. The names of team members will be exchanged by written correspondence between Management and the Union ten days prior to the negotiating session.

(2) Any member of either team may be replaced by an alternate. The alternate will be entrusted with the same right to speak for and to bid their principles as the party they replace. Names of alternates and the team members they replace will be submitted to the other Party prior to the start of the session

c. Observers will not be permitted to attend negotiating sessions.

d. Either party may invite an advisor; however, the advisor invited will replace a member of the negotiating team.

SECTION 4. CONFERRING:

a. A meeting between two representatives of the Union and the Activity Head shall be held on an agreed upon schedule. Such meeting shall serve to provide Management and the Union an opportunity to develop an understanding of problems relating to Labor-Management relations.

b. Each party agrees to meet and confer in good faith with respect to procedures for settlement of grievances, and other matters affecting conditions of employment. Management further agrees to notify the Union before implementing any new policies affecting conditions of employment of Employees in the unit. It is Management's responsibility to educate supervisors as to their responsibilities as soon as possible. When possible, Management will discuss matters pertaining to changes in conditions of employment with Union Officials prior to implementation.

ARTICLE VIII

GRIEVANCE PROCEDURE

SECTION 1. COMMON GOAL: Management and the Union recognize the importance of settling disagreements and disputes promptly, fairly, and in an orderly manner that will maintain the self-respect of the Employee and be consistent with the principles of good Management. To accomplish this, every effort will be made to settle Grievances expeditiously and at the lowest level of supervision.

SECTION 2. SCOPE:

a. This negotiated Grievance procedure shall apply to matters of concern or dissatisfaction regarding the personnel policies or practices or other matters relating to or affecting conditions of employment in accordance with Title 5 USC. It shall apply to all matters indicated above, whether or not set forth in this Agreement. It does not apply to:

- (1) a violation relating to political activities;
- (2) retirement, life insurance, or health insurance;
- (3) a suspension or removal for national security;
- (4) any examination, certification, or appointment to key staff positions;

(5) classification of a position which does not result in the reduction in grade or pay of the Employee; or

(6) reductions in force, removal, separation, or an adverse action involving discharge from employment, suspension, furlough without pay, or reduction in rank or compensation, taken pursuant to 32 USC, Section 709 (f).

b. Employees who decide to file EEO complaints of discrimination will file through statutory procedures. EEO complaints are specifically excluded from the negotiated Grievance process and this contract.

SECTION 3. APPLICATION: A Grievance may be undertaken by the Union, by Management, an Employee, or group of Employees. Only the Union or a representative approved by the Union may represent Employees in such Grievances. However, any Employee or group of Employees may personally present a Grievance and have it adjusted without representation by the Union provided that the Union will be permitted to attend all formal discussions during the Grievance process. In exercising their rights to present a Grievance, Employee representatives will be unimpeded and free from restraint, coercion, discrimination, or reprisal.

SECTION 4. PROCEDURE: Most misunderstandings, complaints or Grievances should be settled in an informal manner indicated in the first two of the following steps:

a. Step 1. The complaint or Grievance will be made in writing and then informally discussed with the first level supervisor involved within twenty (20) workdays after the incident or action occurs or from the time the Employee could reasonably be expected to become aware of the incident or action. The first level supervisor will provide a written decision within ten (10) workdays after receipt.

b. Step 2. If a satisfactory settlement is not reached in the first step, the complaint or Grievance may be submitted in writing within ten (10) workdays of the first reply to the second level supervisor. The second level supervisor will investigate the complaint and may have an informal conference with the aggrieved Employee, Union Official and the first level supervisor involved. The second level supervisor will give their decision in writing within a maximum of ten (10) workdays after receiving the Grievance.

c. Step 3. If a complaint is not adjusted to satisfaction after the informal procedure and further consideration is considered necessary, the complaint or Grievance may be processed in writing as a formal Grievance. The Employee may within five (5) workdays from receipt of second level supervisor's decision submit the Grievance to the third level supervisor. The third level supervisor will review the Grievance, confer with the first and second level supervisors, the Employee, and Union Official, and provide their written decision within fifteen (15) workdays after receipt of Grievance.

d. Step 4. If the Grievance is not settled at the third level of supervision, the Employee may within five (5) workdays from receipt of third level supervisor's decision, submit the Grievance to the Senior South Dakota Army National Guard Management Official. Senior Management

Official will review the Grievance, consult with the supervisor concerned, the Employee, and Union Official, and provide the Employee a written decision within fifteen (15) workdays after receipt of Grievance.

SECTION 5. SUBMISSION: The formal Grievance (Steps 3 and 4), Section 4 above, shall be submitted on a form provided by the Union and will contain the following:

- a. a statement of the Grievance with reference to what issue or section of this agreement has been violated;
- b. a statement as to remedial action or relief sought;
- c. a statement of reason(s), together with the supporting evidence, why the aggrieved Employee believes the remedy should be granted; and
- d. the name of the designated representative if one has been designated.

SECTION 6. ADJUSTMENT: If the Grievance is not adjusted to satisfaction after the informal and formal procedures, the complaint or Grievance may be submitted through channels to the Activity Head for a hearing by an impartial Grievance Examiner. The Union and Management will mutually agree upon the selection of the impartial Grievance examiner to be selected from a list of NGB approved hearing examiners. The Grievance Examiner will hear the Complainant, Employee, supervisors, and witnesses concerned and examine evidence presented. A Union Official will be present during the hearing. Upon completion of the hearing, the Grievance Examiner will submit the record of the hearing and their recommendations to the Activity Head. Within ten days of receipt of the Examiner's report, the Activity Head will notify the Employee(s) concerned and the Union of their decision and recommendation in writing, enclosing a copy of the hearing transcript or report. If the aggrieved Employee is dissatisfied with the decision the aggrieved Employee may request the Union to refer the Grievance to arbitration in accordance with the provisions of this agreement. A request for arbitration shall be valid only if signed by the State Representative of the Union or their authorized delegate. If NGB Hearing Examiner program is discontinued, this step will go directly to the Activity Head.

SECTION 7. TIME LIMITS: All time limits in this Article may be extended by mutual consent. Failure of Management to observe the time limits shall entitle the Employee to advance the Grievance to the next step. Failure of the Employee to observe the time limits will cancel the Grievance.

ARTICLE IX

ARBITRATION

SECTION 1. GENERAL: When a Grievance remains unsettled after being processed under the negotiated Grievance procedure contained in Article VIII of this Agreement, Management or the Union has the right to invoke arbitration. The notice of such intent will be served in writing by the moving party within ten days following issuance of Management's decision. It is understood that the provisions of Section 709 (f) of Title 32 USC are expressly excluded from arbitration. The aggrieved Employee may withdraw their Grievance at any time prior to actual convening of a hearing or submission of the case to the Arbitrator.

SECTION 2. SELECTION: The parties shall meet for the purpose of selecting an Arbitrator within 20 workdays after receipt of the written request. If the parties cannot agree, they will request from the Federal Mediation and Conciliation Service a list of five impartial persons qualified to serve as arbitrators. The parties shall meet within 15 working days after the receipt of such list. If the parties cannot mutually select an Arbitrator from the list, Management and the Union will alternately strike a name from the list until one name remains. The remaining person will be the duly selected Arbitrator. A coin toss will determine which party strikes the first name.

SECTION 3. FEES AND COSTS: The Arbitrator's fees and necessary travel expenses will be borne by the losing party. Travel and per diem payments will not exceed the maximum rate allowable under the Joint Travel Regulations. The Arbitration hearing will be held at a mutually agreed upon location during the regular day shift hours of the basic work week. All necessary participants in the hearing and pre-hearing meetings called by the Arbitrator will be in a pay status without charge to leave, except that no overtime will be granted. Management and the Union shall share equally any additional expenses for mutually agreed upon services in connection with the arbitration hearing. Those services not mutually agreed on will be paid by the party requesting the service.

SECTION 4. DECISION: The Arbitrator shall be requested to render their decision as quickly as possible after the conclusion of the hearing or filing of post-hearing briefs, but in any event not later than thirty (30) calendar days. The Arbitrator's award will be submitted to the Union and Management; however, either party may file exceptions to Arbitrator's award with the authority under regulation. If no exception is filed, the Arbitrator's award will be binding on both parties.

SECTION 5. AUTHORITY: The Arbitrator shall have the authority to interpret the terms of this Agreement as set forth. The Arbitrator shall have no authority to add or modify any term of the Agreement.

ARTICLE X

DISCIPLINARY ACTIONS AND ADVERSE ACTIONS

SECTION 1. DISCIPLINARY ACTION: In taking disciplinary action, management will rely on procedures in TPR 752 as a guide. Disciplinary actions will be IAW 5 USC § 7106.

SECTION 2. ADVERSE ACTION: In taking adverse action, management will rely on procedures in TPR 752 as a guide. Adverse actions will be IAW 5 USC § 7106.

SECTION 3. REPRESENTATION: Any Employee who has an adverse action against them or disciplinary action they feel may result in an adverse action may select any representative they desire whether within or outside the bargaining unit, to represent or assist them in preparing a case or appeal.

SECTION 4. OFFICIAL TIME: The Employee, if in duty status, and the representative, if an Employee, will be given a reasonable amount of official time to prepare replies or appeals to disciplinary or adverse action.

SECTION 5. APPEALS/INVESTIGATION: Management agrees that any investigation that may be required, pertaining to all disciplinary or adverse actions, will be conducted by Management. All Adverse Action Appeals will use TPR 752-1 as a guide.

SECTION 6. TIME TO REPLY: All letters for proposed adverse actions will give the technician a minimum of 7 calendar days to reply. All requests for extension of time limits to reply will be IAW TPR 752-1.

ARTICLE XI

MERIT SYSTEM - EMPLOYMENT, PROMOTIONS AND DETAILS

SECTION 1. GENERAL: Personnel actions involving career progression within the unit shall be consonant with the spirit and intent of the merit system. SDNG PAM 335T provides procedures guidance for the Merit System. Management agrees to assure fair, equitable and consistent practices in carrying out the merit procedures. Management will make selections from a properly ranked and certified list of candidates. Management and Union agree to negotiate merit promotion policy or changes to current merit promotion plan.

SECTION 2. VACANCY ANNOUNCEMENTS: All vacancy announcements will be advertised within the area of consideration and will remain posted for a minimum of 15 calendar days. If the job is also being advertised on the AGR side, a statement will be placed on the technician job announcement that indicates this fact.

SECTION 3. DETAILS:

a. Manner. Detailing to positions or work assignments requiring higher or different skills may be based upon bona fide need and will be consonant with the spirit and intent of applicable regulations and the merit system. The detailing method may be used to meet emergencies or situations such as those occasioned by abnormal workload, changes in mission or organization, or absences of personnel.

b. Official Credit. All personnel actions affecting an Employee detailed to another position will be posted to the National Guard Bureau (NGB) Form 904-1 or Supervisory Work Folder of the individual concerned. Data to be recorded on the NGB Form 904-1 or Supervisory Work Folder are those personnel actions documented on Standard Form (SF) 50 (Notification of Personnel Action). The detail procedure shall not become a device to afford certain individuals an undue opportunity to gain qualifying experience or to prevent others from gaining such experience. Where a detail is made to a higher graded position and the Employee is qualified for the position, the Employee will receive a temporary promotion if the detail exceeds 30 workdays.

c. Rotation. Except where selections are made for detail through competition under the Merit Promotion Plan or under an authorized exception to competition, details to perform duties of a higher level or in a different line of work of 30 days or less shall be rotated among qualified/eligible Employees to the fullest extent possible.

SECTION 4. RECORDS AUDIT: A Union Official will be permitted to post audit the following records used as a basis for Merit Promotion in accordance with applicable laws.

- a. Initial Screening Worksheet
- b. Knowledge, Skills, and Abilities Category Worksheet.
- c. Rating Worksheet.
- d. Referral and Selection Certificate.

SECTION 5. NON-SELECTED EMPLOYEE RIGHTS: An Employee who believes that proper procedures were not followed in a particular placement action for which they were an applicant, may present a Grievance under applicable Grievance procedures. A Grievance will not be considered when it is solely based on non-selection.

ARTICLE XII

INCENTIVE AWARDS PROGRAM

SECTION 1. Incentive awards program will be implemented IAW SDNG PAM 451. Management agrees that the Union will be permitted to have a member on the Incentive Awards Committee. Said member will participate with duties and responsibilities equal to any other

member on the committee. Final decisions on granting incentive awards will rest with the Activity Head.

SECTION 2. Management will confer with the Union annually, after the budget is finalized and determine the Incentive Awards Program for the upcoming fiscal year.

ARTICLE XIII

HOURS OF WORK

SECTION 1. DEFINITIONS:

a. Administrative workweek means a period of seven consecutive calendar days, Sunday through Saturday, designated in advance.

b. Standard workweek means five consecutive eight-hour days within the administrative workweek.

c. Staggered workweek means that workdays are staggered to provide six-day or seven-day coverage.

d. Compressed schedule means 40 hour work requirement which is scheduled for less than five workdays within the administrative workweek.

e. Flexible schedule means a 40 hour workweek within the administrative workweek with designated hours and days during which an Employee on such a schedule must be present for work and designated hours during which an Employee on such a schedule may elect the time of such Employee's arrival at and departure from work.

f. Credit hours means any hours, within a flexible schedule, which are in excess of an Employee's basic work requirement and which the Employee elects to work so as to vary the length of a workday as approved by the supervisor.

SECTION 2. WORKWEEK: The workweek for Employees will consist of 40 hours weekly or 80 hours biweekly as established by Management. A lunch period may be scheduled outside the hours established for the daily tour and shall not be considered duty time. In the event that an Employee must work during the scheduled lunch period, the Employee may be rescheduled for another lunch period.

SECTION 3. NONSTANDARD WORKWEEK: When there is a proposal to change the standard workweek, Management and the Union will meet and confer on the feasibility for a nonstandard tour, on a case-by-case basis. When possible, Management shall give the Employees at least seven workdays' notice prior to the first administrative workweek in which the change in tours occurs unless the agency would be seriously handicapped in carrying out its functions or that costs would be substantially increased.

SECTION 4. OVERTIME: Management will normally authorize overtime only when mission accomplishment cannot be accomplished by other means. Personnel required will be based on qualified Employees and will be rotated among these Employees insofar as possible. Volunteers from among qualified Employees will be utilized insofar as possible. Notice of overtime requirements will be given to Employees as far in advance as the situation permits. In accordance with (IAW) regulations, compensatory time will be granted for overtime.

ARTICLE XIV

POSITION DESCRIPTIONS

SECTION 1. INTENT: Each Employee is entitled to a complete and accurate position description which shall be reviewed annually. The phrase "performs other duties as assigned" in an Employee's position description shall include those tasks that are incidental or temporary in nature, may reasonably be associated with the incumbent's occupation or functional assignment, and which do not create health or safety hazards.

SECTION 2. POSITION DESCRIPTION CHANGE: Whenever action is proposed by Management to modify the position description of any position in the unit to any extent, the proposed position description shall be submitted to the Union, with an opportunity to negotiate the impact of any changes prior to effecting any official change of the position description.

SECTION 3. POSITION DESCRIPTION REVIEW/AUDIT: Any Employee in the unit who feels that they are performing duties outside the scope of the position description or that their position is inaccurately described or classified, may request, through Management, that the position be reviewed. Management, after conferring with the employee, shall request an audit of the Employee's duties and responsibilities to determine the proper description and classification. During such audit, Management's representative shall discuss the audit with the Employee and the supervisor. In such discussion, the Employee shall have the right to be accompanied by a Union Official. Upon completion of the audit, the findings shall be discussed with the Employee and the representative. If a satisfactory solution to the Employee's request is not reached, the Employee may appeal in accordance with applicable regulations.

SECTION 4. CLASSIFICATION ACTIONS: The Union will be advised when impending position classification actions will affect an Employee's grade or pay before such actions are taken. The Union will be given an opportunity to suggest measures for lessening any adverse impact.

SECTION 5. CUSTODIAL DUTIES: Where custodial personnel are not authorized, Employees may be required to perform custodial duties. These duties will be rotated insofar as possible.

ARTICLE XV

TRAINING

SECTION 1. GENERAL: Although it is expected that personnel are basically qualified to perform their duties as a prerequisite to employment, the parties recognize the need for additional training or retraining to assure development and career planning for Employees and to maintain the competence of the work force.

SECTION 2. RESPONSIBILITY: Management is responsible for providing training to improve Employee efficiency and to contribute to merit promotion from within the unit whenever practicable.

SECTION 3. ATTENDANCE: A reasonable effort will be made by Management to avoid the mandatory attendance of Employees at any resident school that does not further their ability to perform their duties. The above does not apply in regard to military schooling.

SECTION 4. ON-THE-JOB TRAINING: If an Employee is required to train an Employee, Management will determine if said Employee needs additional help in his position to compensate for the time spent training the Employee. If an Employee's work falls behind due to training another Employee, Management will provide help, if available and necessary, to bring the Employee's work up-to-date.

SECTION 5. SCHEDULING: It shall be a matter of interest and concern for Management that appropriate training courses, seminars, conferences and meetings be scheduled, whenever possible, to allow Employees the opportunity to gain information, education and training. Management will keep Employees informed as to the availability of courses that would further the Employee's ability to perform his or her duties.

SECTION 6. RECORDS: Management agrees to record training accomplishments in the Employee's official personnel folder. This does not relieve the Employee of the individual responsibility to keep their personnel folder current and complete to fully reflect total employment experience, training and education. The Union agrees to encourage Employees to review their personnel folders to assure that training is accurately recorded.

SECTION 7. EXPENSES: Management agrees to extend every reasonable consideration to the reimbursement of authorized expenses incurred by an Employee in attendance at work-related courses on their own time. An Employee desiring to enroll in a non-Government facility shall submit a memorandum of request via the supervisor at least 30 days prior to the registration; and Management shall reply at least seven days prior to the registration date if possible. Partial or full reimbursement, if approved, shall be in accordance with existing policies and regulations.

SECTION 8. USE OF EQUIPMENT: Management agrees to provide academic aids, if available, for Employees enrolled in approved training courses.

SECTION 9. LABOR-MANAGEMENT RELATIONS TRAINING:

a. If feasible and consistent with mission accomplishment, the Activity Head or designee should excuse Union Officials for training or other special meetings sponsored by the Union or Management IAW 5 USC § 7131(d)(2). Management and Union personnel involved with the training have the responsibility to coordinate said training with their immediate supervisor. Ordinarily the absence for training charged to official time will not exceed four workdays per individual in a 12 month period. This will in no way restrict Management from granting more than four workdays if the agenda submitted by the Union justifies approval of more than four workdays. The training for which the official time is requested must be of mutual concern to Management and to the Employee in their capacity as a Union Official. Management's interests must also be served by the Employee's attendance. A written request for excused absences will be submitted to the Activity Head at least 30 days in advance of the training. The request will contain specific information about the duration, purpose and nature of training.

b. Management and Union shall take such action consistent with law or regulation as may be required in order to inform Employees of their rights and obligations as prescribed in Title 5 USC.

SECTION 10. RENTAL CAR: Rental cars may be authorized in accordance with applicable policy and regulations when the individual is required to commute and no other means of transportation is available. The authorization for rental car remains the prerogative of the order approving authority.

SECTION 11. PRIVATELY OWNED CONVEYANCE (POV): POV travel may be requested by the Employee. Approval of POV travel will be by the order approving authority. The rate for authorized POV travel will be in accordance with the Joint Travel Regulations (JTR).

ARTICLE XVI

SAFETY AND HEALTH

SECTION 1. GENERAL: Management shall institute an effective occupational safety and health program meeting the requirements of the Occupational Safety and Health Act of 1970 (OSHA), Executive Order 12196 and Chapter XVII of Title 29, Department of Labor Rules and Regulations. Management and the Union shall consult and/or negotiate on any proposed changes or recommendations relative to safety and health policies and/or standards. Union officials involved in activities or representation pursuant to this article shall be considered to be on official duty.

SECTION 2. SAFETY COUNCIL: Management shall establish a State Safety Council in accordance with SDNG PAM 385-10. The Union shall designate one member to serve on the State Safety Council. If necessary, additional membership shall be as mutually agreed upon by the Safety Council. Subcommittees will be established in the same manner for operational units of the Activity when the full Safety Council deems them appropriate.

SECTION 3. SAFETY INSPECTIONS: There shall be a periodic safety inspection of all areas occupied by the Employees in accordance with SDNG PAM 385-10.

SECTION 4. HEALTH AND SAFETY POLICIES:

a. Management will exert efforts to provide safe and sanitary working conditions and equipment in consonance with standards promulgated under the Occupational Safety and Health Act of 1970 (OSHA). In consonance with Chapter XVII, Title 29, Department of Labor Rules and Regulations, Management shall post and keep a notice or notices informing Employees of the protections and obligations provided for in the OSHA.

b. Management will provide suitable protective clothing, equipment and safety devices for Employees engaged in activities requiring same in consonance with standards promulgated under OSHA and as authorized by applicable authorization documents. Cleaning and maintenance of safety equipment shall be provided by the Employee. Repair and replacement of safety equipment shall be provided by Management.

c. Employees are required to perform assigned tasks and duties. The only time that an Employee may refuse to perform an assigned task is when the Employee reasonably believes that the task poses an imminent risk of death or serious bodily injury coupled with a reasonable belief there is insufficient time to seek effective redress through normal hazard and reporting procedures. Management agrees that care will be taken when assigning work to ensure that Employees are qualified and/or licensed to perform the task at hand.

d. Management agrees to ensure, to the extent possible, adequate lighting and ventilation in work areas. Regarding the inadequacy of light, ventilation and space in any work area, corrective action will be taken by Management based on information and standards supplied by the Safety Council.

e. Tobacco Usage: Management and the Union agree to maintain a tobacco-free workplace in all state facilities of the South Dakota National Guard.

f. Seat Belts/Helmets:

(1). Employees are required to wear vehicle safety restraints (when available) whenever they are operating a government vehicle (owned or leased) and when operating a privately owned vehicle (POV) on official business. Official business is defined as whenever an Employee is in a pay status, is performing duties required by the scope of their employment, and is traveling to and from various locations for the performance of those duties. Violations of this paragraph may result in disciplinary actions.

(2) On state military installations and when in official duty status, PPE will be worn when Employees are operating a privately owned motorcycle, moped or ATV/UTV.

g. Management and the Union shall encourage Employees to work safely and to report any observed unsafe or unhealthy conditions to Management. Stewards and other representatives of

the Union, in the course of performing their normally assigned responsibilities, are encouraged to report unsafe practices, equipment and conditions, as well as environmental conditions in their immediate areas which may represent health hazards through the supervisor to the State Safety Office. Management assures that no degradation or reprisal will be practiced as a result of an Employee's reporting an unsafe practice or condition.

SECTION 5. ON-THE-JOB INJURY OR ILLNESS: Employees should report to their supervisor immediately all injuries or illnesses which occur on the job, no matter how slight.

a. Employees who are temporarily unable to perform their regularly assigned duties because of illness or injury, but who are capable of returning to or remaining in a duty status, will be assigned to work assignments compatible with their physical condition, if determined feasible by Management and if the duties do not aggravate the illness or injury or delay recovery. This may entail temporarily tailoring the Employee's present position description to accommodate the physical limitations or with an accommodation to the work area. If deemed appropriate by the Occupational Health Nurse and Management, the Employee will be provided an examination to determine work limitations. This examination will be conducted by a physician experienced in occupational medicine. Supervisors and/or managers will immediately notify the Human Resource Office, and State Accommodations Manager of any situations of this type.

b. When an Employee is physically unable to perform his/her duties, suitable work cannot be found and the Employee is unwilling to voluntarily report for a medical examination, the Employee shall be informed (in the presence of a Union Official, if desired) that they are being directed to have a fitness-for-duty examination, and that they will be examined by a qualified physician experienced in occupational medicine.

c. As soon as practicable after official notification to the nearest of kin, Management shall notify the Union of serious on-the-job illness, injury or death of an Employee in the unit so that the Union may extend Union benefits to which the Employee and/or the Employee's family may be entitled.

d. In consonance with Chapter XVII, Title 29, Department of Labor Rules and Regulations, on-the-job accident and illness records shall be maintained and reported. All medical records will be kept confidential. Release will be in accordance with 29 CFR 1910.20 and the Privacy Act. Written permission of the Employee is required for release of medical records for civilian or military purposes, unless deemed by the Occupational Health Nurse to be in the best interest of the Employee, e.g., failure to disclose could cause death or serious physical harm to the Employee.

SECTION 6. OCCUPATIONAL HEALTH AND SAFETY TRAINING: Although Employees are basically qualified to perform their duties, Management recognizes the need for specific training and update-training regarding occupational health and safety to assure Employee safety and a minimum loss of staff-hours due to preventable injuries. Management may establish training programs to ensure that all Employees are informed of safe working habits and practices appropriate to their jobs. Additionally, Management may instruct Employees in safe working habits, practices and procedures with regard to specific job assignments and shall ensure that

manuals and regulations relating to safety and health are available to all Employees. Courses and schools will be provided when funds are available.

a. Management may provide Occupational Safety and Health Training for all supervisors. This training may cover the supervisor's responsibility for providing and maintaining safe and healthful working conditions for Employees. The training will be based upon the Occupational Safety and Health Program, Section 19 of the Act, Executive Order 12196, part 1960; Occupational Safety and Health standards applicable to the assigned workplaces; agency procedures for reporting hazards; agency procedures for reporting and investigating allegations of reprisal, and agency procedures for the abatement of hazards, as well as other appropriate rules and regulations.

b. Management will provide Occupational Safety and Health Training for all Union officials. The training shall include both introductory and specialized courses and materials. This training will enable these officials to function appropriately in ensuring safe and healthful working conditions and practices in the workplace. This would also enable them to effectively assist in conducting workplace safety and health inspections.

SECTION 7. NONCOMPLIANCE: In taking disciplinary or adverse action, management will rely on procedures in TPR 752 as a guide. Disciplinary or adverse actions will be IAW 5 USC § 7106.

ARTICLE XVII

USE OF FACILITIES AND SERVICES

SECTION 1. USE OF AVAILABLE SPACE: Management agrees to the use of available space for meetings to be held by the Union during other than working hours for the purpose of assembling Union membership when use of such facility will not interfere with other scheduled activities or create the need for additional help or security personnel. Requests for the use of such meeting rooms will be coordinated with the person in control of the installation or armory.

SECTION 2. INTERNAL MAIL SERVICE: The internal mail service of Management may be available for use by the Union. Mail services throughout the Activity shall be limited by reason that this Section does not authorize use of the US mail and messenger service operated by the Post Office or use of the US mail under the franking privilege.

SECTION 3. UNION INFORMATION:

a. The Union will be afforded a tab on the SDNG SharePoint site or similar product to be maintained by the Union State Representative or designee for display of Union information, correspondence, or notices.

b. Information posted or distributed must not violate any law, site security, or contain derogatory or libelous material.

SECTION 4. USE OF EQUIPMENT:

a. Management agrees to make available to Union Officials for use at the Activity, copy machines, computers, fax machines, printers, E-Mail, etc., to carry out official duties of the Union. Necessary supplies will be at no cost to the Government.

b. There will be no charges for Union use of Government owned copiers.

SECTION 5. CREDIT CARDS: Management agrees to authorize a Government Travel card to selected Union officials for the purpose of conducting Union (official) business. Cardholders are subject to all rules and regulations associated with the card.

SECTION 6. POLICY: Management agrees to make available to the Union, Office of Personnel Management Publications, including regulations, supplements and classification standards. Management will also make available to the Union all current and future Agency and Activity policy directives, and regulations relating to Employees or their working environment.

ARTICLE XVIII

ORIENTATION OF NEW EMPLOYEES

SECTION 1. NEW EMPLOYEES: All new Employees shall be informed by Management during the new employee in-brief that the Union is the exclusive representative of Employees in the unit. Each new Employee shall be shown the location of this Agreement.

SECTION 2. ORIENTATION RESPONSIBILITIES: It will be the responsibility of the Union to orient the Employees as to the purpose, goals, and achievements of the Union.

ARTICLE XIX

VOLUNTARY ALLOTMENT OF UNION DUES/PENSION FUND

SECTION 1. REQUEST AND AUTHORIZATION: The Union agrees to procure Standard Form (SF) 1187, "Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues," and furnish them to eligible members of the bargaining unit desiring to authorize an allotment for withholding of dues from their pay. Upon enrollment, one year of membership is required.

SECTION 2. RESPONSIBILITY FOR EMPLOYEE INFORMATION: The Union accepts the responsibility of informing and educating its members concerning the program for the allotment of dues and the uses and availability of SF 1187 and Standard Form (SF) 1188.

SECTION 3. CERTIFICATION OF MEMBERSHIP: The State Representative or other authorized Union Official will certify each SF 1187 that the Employee is a member in good standing in the Union and will insert the amount to be withheld. The Union agrees not to change its withholding allotments more than twice each year.

SECTION 4. SUBMISSION OF SF 1187: The State Representative or their designee is responsible for submitting completed SF 1187s to the Finance Office, South Dakota Army National Guard, 2823 West Main Street, Rapid City, SD 57702-8186.

SECTION 5. EFFECTIVE DATE OF ALLOTMENTS: Allotments may be effective at the beginning of the first full pay period after receipt of the SF 1187 by the payroll servicing officer.

SECTION 6. NOTIFICATION TO HUMAN RESOURCES OFFICE: The State Representative of the Union will immediately notify the Human Resources Office, in writing, of any change in the name and/or address of the Union.

SECTION 7. NOTIFICATION OF LOSS OF UNION MEMBERSHIP: The Union or the Human Resource Office will promptly notify one another in writing when a member of the Union is expelled or ceases to be a member of the Union.

SECTION 8. NOTIFICATION TO THE UNION: HRO/LRS or their designees will provide, upon request, a listing of the members of the Union and amounts withheld.

SECTION 9. NOTIFICATION OF ALLOTMENT TERMINATION: The 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 this Agreement, which provides for dues withholding, is suspended by an appropriate authority, outside DOD; or when the Employee has been suspended or expelled from the labor organization. Management will not seek restitution from the Union for Union dues deducted for and transmitted to the Union on behalf of supervisory or Management personnel. Non-Bargaining Unit Employees who wish to pay dues may make arrangements with the union to submit payment.

SECTION 10. VOLUNTARY REVOCATION: A member may voluntarily revoke their allotment for payment of dues by filling out a SF 1188, "Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues," and submitting to the State Representative of the Union. Only members who have fulfilled one year of membership may terminate membership. Revocation in any case will become effective the first full pay period following the receipt of the SF 1188.

ARTICLE XX

REDUCTION IN FORCE

SECTION 1. GENERAL: Management and the Union agree that if a Reduction in Force (RIF) becomes necessary the policy and instructions contained in appropriate directives shall apply. Management agrees to make every reasonable effort to avoid or minimize effects of a RIF. Procedures to be followed in a RIF are outlined in SDNG PAM 690-351

SECTION 2. CAUSE: RIF procedures must be followed, when authorized or required, for any of the following reasons because of conditions inside or outside the State:

- a. Lack of work or funds;
- b. Changes in positions resulting from reorganization;
- c. Need to make room for an Employee with reemployment or restoration rights;
- d. Work load changes or transfer of function.

SECTION 3. OUTPLACEMENT PROGRAMS: Upon notice by proper authority of an anticipated RIF, outplacement planning as provided in appropriate directives will be initiated.

a. Management's obligation to Employees affected by any RIF procedures does not end with adherence to the minimum requirements of regulations and instruction; therefore, planning must result in outplacement programs designed to blunt or if possible, avoid the effects of disrupting reductions.

b. The Union may designate at least one Union Official to work with Management in outplacement planning and program activities when a RIF is anticipated.

SECTION 4. OFFICIAL PERSONNEL FILES (OPF): The Union and Management will jointly encourage each Technician to ensure their personnel file is up-to-date as soon as the RIF or reorganization is announced. The personnel file will be used to match Employees with vacancies. Employees possessing more than one area will designate those area(s) in which they wish to be matched for consideration for vacancies.

ARTICLE XXI

EMPLOYEE PERFORMANCE APPRAISALS

SECTION 1. GENERAL: Recognizing the importance of the performance appraisal, both Management and the Union agree that the information in SDNG Pamphlet (PAM) 430 or most current regulation should be accorded the widest dissemination possible.

a. Supervisors will, in cooperation with their Employees, establish performance standards, inform Employees the level of performance required, inform Employees as to how their performance compares with established performance standards and give guidance and assistance as necessary on how performance can be improved. The supervisor will make the final decision about what will be included in the performance plan.

b. Employees will participate in developing performance standards; advise supervisors of the need, if necessary, to revise performance standards during the rating period; request clarification of any element not clearly understood and identify work problems; and in cooperation with supervisors, help with the resolution of these problems.

SECTION 2. APPEALS: All personnel have the option of appealing their performance ratings in accordance with current regulations. The Activity Head is the final authority regarding performance management appeals.

ARTICLE XXII

HAZARD/ENVIRONMENTAL DIFFERENTIAL PAY

SECTION 1. Management will establish an ad hoc Hazard/Environmental Differential Pay (HDP/EDP) committee to review all situations that are presented for possible payment of HDP/EDP in accordance with appropriate directives. The Union will be represented on the Committee.

SECTION 2. Requests for HDP/EDP will be prepared and submitted to the HDP/EDP Committee in accordance with governing directives. The requests will identify the specific act or work process, by whom performed, by position number and title, frequency of performance, and identify the supervisor that assigns the work task.

SECTION 3. Requests will be submitted to the HDP/EDP Committee for determination if HDP/EDP is warranted. Safety and statistical information may be requested from all available sources to assist the Committee in its deliberations.

SECTION 4. The Committee will recommend to the Activity Head those situations that warrant the payment of HDP/EDP. The Activity Head is the final authority to approve/disapprove the payment of HDP/EDP.

SECTION 5. Guidelines governing HDP/EDP are listed in the current SDNG Pam 532-550.

ARTICLE XXIII

LEAVE

SECTION 1. ANNUAL LEAVE: Every reasonable effort, consistent with mission requirements, will be made to fulfill annual leave requests. Should a scheduling conflict occur, the supervisor/manager will confer with the Employee(s) concerned to obtain mutual agreement to resolve the conflict. Management has the final authority with respect to approval of annual leave.

SECTION 2. LEAVE WITHOUT PAY (LWOP): Employees, who are in a Leave Without Pay (LWOP) status immediately before and immediately after a holiday, are not eligible to be paid for the holiday. In order for the Employee to be eligible for holiday pay, the Employee must be in an appropriate paid leave status for the last hour of the workday immediately preceding the holiday or the first hour of the day immediately following the holiday. This paid leave must be in the same pay period as the holiday.

ARTICLE XXIV

UNIFORM

SECTION 1. PRESCRIBED UNIFORM: SDARNG dual status technicians will wear and maintain the military uniform in accordance with (IAW) current regulations.

SECTION 2. SAFETY EQUIPMENT/CLOTHING: Appropriate safety equipment and clothing will be furnished by Management. Safety Boots, as approved by the State Safety Council, will be provided to each Employee who has a requirement for them. Safety items will be worn IAW applicable regulations.

SECTION 3. UNIFORMS: Management will provide uniforms to all permanent enlisted dual status technicians. All uniforms will be replaced on an exchange basis, item for item (fair, wear, and tear). Technicians required to wear safety boots and safety eye wear will not wear pin on rank. In these instances, hook and loop or sewn on rank insignia will be provided by Management.

SECTION 4. COVERALLS: Management will provide military coveralls based on job requirements and will pay for the cleaning and upkeep of the coveralls.

SECTION 5. CIVILIAN ATTIRE: Employees not required to wear the military uniform will dress according to The Adjutant General's policy on appropriate civilian attire.

ARTICLE XXV

DURATION AND EXTENT OF AGREEMENT

SECTION 1. EFFECTIVE DATE AND TERM: This agreement shall be effective on the date approved by the agency head, the Defense Civilian Personnel Advisory Service (DCPAS), or thirty-one (31) calendar days from the date it is signed, if the agency head does not either approve or disapprove the agreement within the thirty (30) day period and shall remain in effect for a period of three years from and after such date. The Agreement shall be renewed for an additional three year period on each third anniversary date thereafter, unless between 105 and 60 calendar days prior to any such date either party gives written notice to the other of its desire to amend or modify the Agreement. If such notice is given, this Agreement shall remain in full force and effect until the changes have been negotiated and approved.

SECTION 2. AMENDMENTS AND SUPPLEMENTS: This Agreement may be amended and/or supplemented as follows:

a. At any time utilizing the provisions of the articles entitled "Negotiations" and the "Union Rights and Representation."

b. Within a reasonable time after the enactment of any new law or regulation of appropriate authority which affects the provisions of this Agreement. A proposal by either party to negotiate such amendment(s) or supplement(s) shall cite the pertinent law or regulation and the article(s) of this Agreement affected. When such a proposal is submitted, representatives of Management and the Union shall meet at a mutually agreed upon time to negotiate the requested amendment(s) or supplement(s).

SECTION 3. EFFECTIVE DATE, AMENDMENTS AND SUPPLEMENTS: Amendments and supplemental agreements shall become effective 30 days after it is signed by the parties subject to the approval of the DCPAS. They shall remain effective concurrent with the basic Agreement.

SECTION 4. PRINTING OF AGREEMENT: Upon request by the Union, Management agrees to print any reasonable amount of this agreement.

SECTION 5. POSTING OF THIS AGREEMENT: One digital copy of the final approved agreement will be provided to the Union for the purpose of posting.