

BY AND BETWEEN
THE ADJUTANT GENERAL
STATE OF OKLAHOMA

AND

OKLAHOMA (AIR) CHAPTER 126 OF
ASSOCIATION OF CIVILIAN TECHNICIANS

APPROVED BY THE DEPARTMENT OF DEFENSE ON JUNE 23, 2010

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ARTICLE 1

GENERAL PROVISIONS

1-1 AGREEMENT

Pursuant to the findings and purpose of the Congress as set forth in the Title VII of the Civil Service Reform Act of 1978 (CSRA) and signed by the President of the United States on October 13, 1978 and subject to all existing or future applicable statutes and regulations issued by Congress, Office of Personnel Management (OPM), Federal Relations Authority (FLRA), Department of Defense, National Guard Bureau (NGB), and other higher authority, the following articles constitute and Agreement between the Adjutant General of Oklahoma, hereinafter referred to as the "Employer" and the Association of Civilian Technicians, Oklahoma (Air) Chapter 126, hereinafter known 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 Oklahoma National Guard and the well being of its employees within the meaning of Public Law.
- 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 jurisdiction of the Adjutant General.
- d. To provide means for amicable discussion and adjustment to matters of mutual interest.
- e. Promote employee communications and information of personnel policy and procedures.

1-3 CONTRACT DISTRIBUTION

The Employer will provide a copy of the agreement to each technician and 10 copies to the Union President. The cost of publishing the agreement will be borne by the Employer. Printing will occur approximately thirty (30) days after the effective date of the agreement. A reasonable number of additional copies will be provided to the Union upon their request.

1-4 LABOR/MANAGEMENT TRAINING

The Employer and the Labor Organization will jointly train all affected employees as to the provisions of this agreement.

1-5 BARGAINING UNIT

This Employer recognizes that the Association of Civilian Technicians has been designated and selected by majority of the Technicians as their representatives for purpose of exclusive recognition. As pursuant to 5 USC Chapter 71, the said organization is the exclusive representative of all Technicians in the Bargaining Unit, consisting of all Oklahoma Military Department (OMD) federal assigned to the 138th Fighter Wing and the 219th Engineering Installation Squadron, Oklahoma Air

National Guard Base, Tulsa International Airport, Tulsa, Oklahoma, hereinafter referred to as the "Bargaining Unit".

- a. **INCLUDED:** All wage grade and general schedule Technicians.
- b. **EXCLUDED:** All managerial and supervisory Technicians and other exclusions under 5USC 7112 (b).

1-6 APPLICATION

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

1-7 TECHNICIAN MANNING DOCUMENT

A technician-manning document will be provided to the Labor Organization president with changes at a minimum of every six months.

1-8 IAW 5 USC CHAPTER 71

Technicians shall have the right, freely and without fear of penalty or reprisal, to form, join and assist the Labor Organization or to refrain from any such activity. They shall be protected when exercising this right except as otherwise provided under law, such rights include the right to act for the Labor Organization in the capacity of a representative, which includes the capacity to represent the views of the Labor Organization to the heads of agencies and other officials of the Executive branch of government, Congress, or other appropriate authorities. Also, to engage in collective bargaining of conditions of employment through representatives chosen by the employees. The Employer and the labor Organization will jointly take necessary action to ensure employees in the Bargaining Unit are apprised of their rights described in this Article, including, that no interference, restraint, coercion, or discrimination is practiced within the bargaining unit to encourage or discourage membership in the labor organization.

1-9 MANAGEMENT RIGHTS

Management officials of the agency retain these rights, in accordance with applicable laws and regulations:

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

1-10 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 employees; and the number, types, and grades of positions of employees assigned to an organizational unit, work project or tour of duty; or the technology, methods and means of performing work.

1-11 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 the above rights. Nothing in this agreement precludes negotiating appropriate arrangements for employees adversely affected by the exercise of any authority of the above rights by the Employer.

1-12 EXCLUSIVE REPRESENTATIVE

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

1-13 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 of 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 an employee 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 employee or if the employees request the representation. This also applies to EEO complaints.

The Employer representative must advise the employee of the right to representation prior to any examination that may result in disciplinary or criminal action.

1-14 LABOR ORGANIZATION RESPONSIBILITIES

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, color, creed, national origin, sex, age, political affiliation, martial status, or handicapping condition.

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 employees own choosing; or
- b. Exercising grievance or appellate rights established by law, rule or regulation; except in the case of grievance or appeal procedures negotiated within this agreement.

1-16 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.

1-17 CONTRACT ENFORCEMENT

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

1-18 INTERNAL UNION BUSINESS

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

1-19 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
- b. If sufficient space is not available or there is no "consolidated" bulletin board in the building, the Labor Organization may place a minimum of one bulletin board with the exception of building 501, which will have a minimum of three. The Labor Organization agrees that if such additional space is required, mutual agreement will be reached with the area supervisor(s) and the shop steward as to the appropriate location, size and type.
- c. A bulletin board on the LAN system will be provided to the Labor Organization.

1-20 COPIER USE

The Employer agrees to allow the Labor Organization reasonable use of copier equipment.

1-21 DISTRIBUTION

A distribution box will be provided to the Labor Organization at the central distribution point.

1-22 MANAGEMENT RESPONSIBILITIES

The Employer will not discriminate against an employee on the basis of race, color, creed, national origin, sex, age, political affiliation, martial status, or handicapping condition.

ARTICLE 2

PERTINENT INFORMATION AND DIRECTIVES

APPLICABLE TO THE EMPLOYER AND THE LABOR ORGANIZATION

2-1 EMPLOYER INFORMATION

The Employer recognizes the need for bargaining unit members to access Technician Personnel Regulations, NGB and OPM directives and will allow reasonable duty time to do so.

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 LABOR-MANAGEMENT RELATIONS COMMITTEE (LMRC)

It is agreed that a LMRC will be established consisting of not more than four members of Employer and four members of labor, as selected by the Air Commander and the Labor Organization, respectfully. This committee shall meet no more than once a month at times and locations mutually agreed to by the parties. A brief summary of each meeting will be prepared by the Air Commander, or the designated representative, and forwarded to each member within 8 working days following each meeting. Agenda items will be exchanged between parties at least two working days in advance of each desired meeting, these items may be waived by mutual agreement.

Full time members of the LMRC will be the Air Commander (or designee) and the President of the Labor Organization. The remaining members selected will serve a term of 24 months. One member from each side will be replaced every 8 months.

The LMRC shall have its purpose, the objective of maintaining good communications and understanding between the parties to this agreement. Subject matter appropriate during committee meetings shall include those problems and matters of general concern and interest to the Employer and the Labor Organization. However, it is agreed that individual grievances will not be a subject for discussion during these meetings.

ARTICLE 3

LABOR ORGANIZATION SHOP STEWARDS

3-1 SHOP STEWARDS

The shop steward is an official Labor Organization representative. Pursuant to the agreement, the Labor Organization will designate shop stewards in the following areas:

- a. Maintenance Bldg 501 and 502
- b. Avionics Flight line
- c. AGE Shop
- d. Engine Shop
- e. Operations and Maintenance Bldg 316
- f. Fuel shop and POL
- g. Supply

The number of additional stewards required will be designated by the Labor Organization based on representational requirements.

3-2 LIST OF OFFICERS AND STEWARDS

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

ARTICLE 4

LABOR ORGANIZATION BUSINESS OFFICE

4-1 OFFICE

It is agreed adequate office space will be provided to the Labor Organization. Once designated as official union space, such facilities shall not be changed or removed without first consulting the Labor Organization. Housekeeping responsibility of the office space will be that of the Labor Organization.

- a. It is agreed that the telephone service will be provided. The Labor Organization is responsible for its own long distance charges. Access to the LAN system will be made available.
- b. The office space will be environmentally supported in the same manner as the rest of the building.
- c. The Labor organization will be afforded the opportunity to screen excess office equipment and furniture and utilize such available equipment and furniture as needed.

ARTICLE 5

PAYROLL DEDUCTIONS

5-1 WITHHOLDING FORM

The standard form SF 1187 for dues deduction will be supplied by the Labor Organization and will be used as the authorization of payroll deduction for dues.

5-2 PROCESSING

1. The completed standard form will be given by the Labor Organization to the Civilian Pay Office.
2. The standard form will be completed and certified as to the amount of withholding (.007 of base pay) 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.
3. 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 (2) pay periods whenever the members rate of base pay changes.
4. 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.
 - a. 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.
 - b. The Civilian pay officer 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 March 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 March. Dues revocation shall not become effective until the first full period in April.
 - 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. After the first anniversary date, revocation may only be made in accordance with paragraph 4c above.

5-3 DUES REVOCATION

The Employer agrees to provide the Labor Organization with copies of the standard form SF 1188 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 Officer shall date and initial all copies of the standard form upon receipt from individual. The Civilian Pay Office shall forward a second copy of the standard form to the Labor Organization within three (3) working days after receipt of the signed form from the employee.
- c. The first day of March shall be the annual dues revocation date established by this agreement. The Civilian Pay Office must receive all dues revocation forms not later than 15 March. Dues revocation shall not become effective until the first full pay period in April.
- 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 Officer not later than the last workday 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.

5-4 UNION AWARENESS

Upon request and approval of the Air Commander, the Employer agrees to permit the Union to hand out information at base technician social functions.

ARTICLE 6

OFFICIAL TIME LABOR ORGANIZATION REPRESENTATIVES

6-1 OFFICIAL TIME

1. 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. Labor Organization representatives normal work schedule may have to be adjusted to provide for maximum utilization of the approved official time provisions within this article.
2. The appropriate supervisor has the responsibility for recording official time used for representational functions on OKNG Form 904-1. The form will be maintained by the appropriate supervisor in accordance with OMD TPR 100 (Supervisory Responsibilities). Labor Organizational representatives will note the amount of official time taken by each representational function by initialing the form maintained by the supervisor.

6-2 APPROPRIATE USES OF OFFICIAL TIME

Official time will be granted in the following manner. The Labor Organization representatives will notify their immediate supervisor if present or any member in their supervisory chain of command and obtain concurrence prior to leaving their assigned area to conduct union business. The supervisor should concur unless the mission of the section cannot be accomplished without the presence of that representative. The supervisor may delay the representative for only the length of time that the mission requires the presence of that representative. As a common courtesy the union official will notify the employee's supervisor when entering a work area other than his or her own when conducting business on official time.

Official time provisions include, but shall not be limited to:

- a. Steward(s) conferring with technicians and/or supervisors on grievances.
- b. Labor management meetings
- c. Preparatory time for pre-negotiations, negotiations, appeal(s), grievances, complaints or scheduled meeting(s)
- d. Travel time to and from pre-arranged meeting with the Adjutant General or the 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. The Treasurer of the Union will be permitted up to 8 hours official time per year for the purpose of preparing and completing the necessary forms required by appropriate government agencies which monitor the activities of the Federal labor organizations.
- f. When Air Force regulation allows and with the wing commanders approval the employer agrees to provide the union a vehicle, on a space available basis, when a union officer is traveling on official time within the state of Oklahoma.

6-3 REPRESENTATIVE TRAINING

The Labor Organization is authorized official time for training of shop stewards. A pool of 31 official duty days will be authorized for union steward training per calendar year, for Labor Organization

sponsored training, or outside training programs. It is understood that this training will be of mutual concern to management and the technician as a representative of the Labor Organization. The Labor Organization will request this leave by letter, including the agenda of the training, for approval by the Human Resource Office.

6-4 CIVILIAN ATTIRE

Labor Organization representatives should wear civilian attire performing representational functions or other Labor activity related functions.

6-5 REPRESENTATIVE TITLE

It is agreed Management should address Labor Organization officers and/or stewards by their civilian titles when presenting written official Labor Organization correspondence.

ARTICLE 7

WAGE-BOARD COMMITTEE REPRESENTATION

7-1 LABOR ORGANIZATION PARTICIPATION

It is agreed that representatives of the Labor Organization, if requested by the Local Wage Survey Committee, through the Employer, will participate in accordance with 5 CFR 532. Time required to perform required duties will be in a duty status and civilian attire is authorized.

ARTICLE 8

NEW TECHNICIAN ORIENTATION PROCEDURES

8-1 PROCEDURE

A New Technician Orientation Briefing will be held semi-annually. This briefing will include a block on finance (pay, time cards, leave, travel, GTC, etc.) personnel (appraisals, technician folder, NGB Form 904-1, benefits, retirement, etc.), and Union Concerns as outlined below.

The Labor Organization will establish procedures to assure that a new technician will be appraised of the rights of the Technician, Employer and Labor Organization during semi-annual newcomers briefing. In addition, the new technician will be informed of the Labor Management Agreement and a copy of the agreement will be provided.

8-2 CHECKLIST

1. A checklist will be used to cover all items that each new technician must be made aware of and the Employer will provide a hard copy of the National Guard Technician Handbook which is also available online. The completed checklist will be filed at OMD.

8-3 NOTIFICATION

The Labor Organization will be notified in writing of all new technicians, within fifteen (15) calendar days of new technician employment.

ARTICLE 9

BASIC WORK WEEK – HOURS OF WORK

9-1 ADMINISTRATIVE WORK WEEK

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

9-2 BASIC WORK WEEK

The basic work week is established as the first forty (40 hours worked during the administrative work week by each technician.

9-3 STANDARD SHIFT

The standard work week will be 0730 – 1600 hours, Monday thru Friday, with a 30-minute lunch period.

9-4 COMPRESSED SHIFTS

1. In addition to the work schedules provided in Article 9 of the negotiated agreement there are established compressed work schedules as follows:
 - a. Monday through Thursday. 0700 – 1730, with a 30-minute lunch each workday.
 - b. Monday through Thursday, 1130- 2200 or 1330-2400, with a 30-minute lunch each workday. This schedule is designed to support night flying training for mission readiness. Only one shift will be scheduled for each employee per pay period.
 - c. For the sensor shop only, an additional shift 2200-0830, Monday through Friday morning. This shift is because of the shortage of support equipment needed to maintain targeting pods. Qualified volunteers will work this shift. Other personnel will alternate when needed to cover scheduled leave and sick leave.
2. It is agreed that supervision will be provided.
3. Shift rotation will be administered on a pay period basis.
4. The Adjutant General, Attn: OKHRO-LR will be notified on a timely basis when exceptions are made to paragraph 1 above

9-5 SPECIAL SHIFT ASSIGNMENTS

It is agreed that any technician who request to a work specific shift because of personal and/or family problems (i.e. to attend educational classes, single parents, sickness in the family etc.) may be granted special consideration in shift selection.

9-6 SHIFT CHANGE NOTIFICATION

Technicians will be notified no less than fourteen (14) days in advance of a shift change. Work schedules will be posted, in each work area, no less than fourteen (14) days in advance. Technicians will be notified of unusual work schedules or duties no less than seven (7) days in advance. Shift differential, if authorized, for the original shift will be paid if seven (7) days notice is not provided. The fourteen (14) day notification requirement may be waived when situations occur as covered by CFR 610.121. Notice to

change any work schedule will be given as soon as the Employer is aware of a situation requiring a change.

9-7 NIGHT SHIFT SELECTION

Employee's needed to work night shift may be on a rotational basis first by qualified volunteers then by supervisor assignment.

9-8 CLEAN-UP TIME

It is agreed to allow sufficient time immediately preceding the lunch period and at the end of each workday to permit technicians engaged in work involving dirty, toxic, hazardous substances, or CTK's for personal clean-up.

9-9 BREAK TIME

One fifteen (15) break period is authorized for each four (4) hour period of continuous work.

9-10 PREMIUM PAY

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

9-11 LUNCH BREAKS

A 30 minute lunch break is included in each shift.

ARTICLE 10

POSITION DESCRIPTION

10-1 POSITION DESCRIPTION

It is agreed that the technician will be furnished a copy of their position description initially and charges as they are made. When a technician alleges inequities in their position classification, they will be furnished information of the classification appeal rights in accordance with applicable regulations. The Labor Organization will be afforded the opportunity to represent the technician in discussing the matter with management or when presenting a classification appeal. When a new or revised position description (PD) is implemented, the Labor Organization and the affected employee(s) will receive a copy prior to implementation. Copies of present and new PD's will be made available to employees concerned and to the Labor Organization upon written request.

10-2 OTHER DUTIES AS ASSIGNED

1. The statement "other duties as assigned" on all position descriptions simply establishes the principle that the assignment of duties to technicians is not limited to the content of the PD. The sentence is included to cover unexpected tasks or situations of an emergency, temporary, or developmental nature that arise from time to time in any organization.
2. Good personnel management dictates the task assignments should be reasonably related to the work usually assigned to that person, but some circumstances may be completely unrelated. It must be kept in mind that what may be acceptable practice in one situation may be altogether unacceptable in another. For example, an engineer might conceivably be detailed to sweep the floor in the absence of a janitor, but a janitor should never be expected to perform the tasks requiring the professional skills of an engineer.
3. If any "other duties" are assigned with such frequency to meet the definition of "major duties" the PD should be revised. A technician given an assignment not part of the position description is expected to perform the assignment. If the technician is still dissatisfied, the matter should be addressed under the applicable grievance procedure.
4. The agency agrees to fill, if necessary and when possible, bargaining unit vacancies that impact bargaining unit members with additional duties and/or details. The agency will exercise its efforts in good faith, subject to requirements of efficient operations, to avoid establishing additional duty requirements that would create unnecessary hardships, potential health hazards or discrimination against any bargaining unit employee(s).

ARTICLE 11

DETAILING OF TECHNICIANS

11-1 DEFINITION

1. A detail is an official personnel action temporarily assigned 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.
2. Details are intended to meet temporary emergency workload situations, absences of employees, pending position authorization and classified of new positions or other types of operational manpower needs that cannot be met by normal personnel placement actions.
3. No detail will be made to compromise the open competitive principle of the merit promotion plan. The Employer recognizes its responsibility for keeping details within the shortest practicable time limits and for making a continuing effort to secure the necessary services through the use of appropriate personnel actions. Standard Form 52b will be submitted if a technician is detailed for 30 days or more.

11-2 PROCEDURE

Management realizes and acknowledges that details of technicians out of their specialty must be used in a judicious manner.

- a. Qualified volunteers for details will be considered before non-volunteers are assigned.
- b. Standard Form 50 will be maintained as a permanent record in the Official Personnel Folders.

ARTICLE 12

JOB PERFORMANCE STANDARDS AND PERFORMANCE RATING

12-1 INTRODUCTION

It is agreed the performance evaluation process is vital in nature. The effectiveness of the performance evaluation system is a combined responsibility of each permanent technician and their supervisor.

12-2 APPRAISAL PERIOD

1. Technicians will be given: one (1) a Technician Performance Appraisal, annually during their birth month.
2. A minimum of 120 days supervision is required before an appraisal can be rendered.
3. Technicians will receive an appraisal under their old job standard when transferring jobs, at the time of the transfer, provided a minimum of 120 days has elapsed since the previous appraisal.
4. When a major change (a change in critical element) to the job standard occurs within 120 days before the anniversary date, the provisions of (2) above apply.
5. A close-out performance appraisal will be rendered when there is a change in the immediate supervisor, provided that there are less than 120 days remaining within the appraisal period, after the appointment of the new supervisor.

12-3 IDENTIFICATION OF PERFORMANCE STANDARDS:

1. OMD TPR 430 will be used as a guide in the development of performance standards and identification of critical elements.
2. The supervisor with technician participation will establish performance standard and critical elements that are an accurate reflection of duties to be performed, and then sign and date the performance standards and critical elements form, NGB Form 430.
3. When a supervisor and technician cannot agree on critical job elements and performance standards the reviewer (that individual available within the supervisory chain of command) participating with the appraiser will resolve a disagreement.
4. A complete copy of the performance standard will be provided to the technician at the beginning of the new appraisal period and whenever a revision occurs.

12-4 THE APPRAISAL

It is agreed the Employer will ensure the timely completion of the performance appraisal; and the technician received a copy of the performance appraisal and performance standard; a copy of each document is promptly forwarded to the HRO for placement in the technician's performance folder.

- a. At the end of the appraisal period the supervisor will review the technician's performance appraisal with the technician.
- b. Documentation will be provided for an unsatisfactory appraisal.

- c. The supervisor will document the performance appraisal on the NGB Form 904-1. The signed performance appraisal will be routed through the supervisory chain to HRO and returned to the individual.
- d. If the technician experiences a problem in receiving a timely performance appraisal or suspects an irregularity with any aspect of the performance appraisal process, that technician is entitled to bring the matter to the supervisor's attention.
- e. Signature blocks will not be backdated. If an appraisal cannot be performed on time (during the thirty (30) day period of the technician's birth month), the supervisor will notify the technician. This notification will include an explanation for the late appraisal. When the late appraisal is accomplished, the actual date will be so noted.

12-5 APPRAISALS OF UNION OFFICIALS

It is agreed the performance appraisal will be based solely on performance of their officially assigned work.

12-6 PERIODIC REVIEW

1. It is agreed a periodic review will occur every six (6) months. Technicians will be periodically reminded of the critical job elements and expected performance standards of their positions, and will be informed when their performance is unacceptable in any element of the job. Technicians will be assisted in improving areas of unacceptable performance by counseling, increasing supervisory assistance, or additional training.
2. The review date and subject matter will be documented on the NGB 904-1. The entry will be in pencil and initialed by both the technician and the supervisor conducting the review.

12-7 TECHNICIAN PERFORMANCE AWARDS

It is agreed that the Air Commander will meet with the Labor Organization President on the incentive awards program.

The Incentive Awards Program is designed to improve operations and services. Its purpose is to motivate increased productivity and creativity by recognizing employees whose job performance and/or adopted ideas benefit the agency and are substantially above normal job requirements and performance standards. An award may be earned for high level performance, a suggestion, an invention, or a special act or service, as long as it benefits the government and is outside normal job requirements; or, if within job responsibilities, it is of such high quality that an award is warranted. These awards may be made to an individual technician or shared by a group. The award system is determined by the existing regulation and policy.

ARTICLE 13

HAZARDOUS DUTY ENVIRONMENTAL DIFFERENTIAL PAY

13-1 PURPOSE:

The purpose of this article is to define the situations under which Hazardous Duty Pay (HDP) and Environmental differential pay (EDP) will be paid to employees. Specific procedures and guidelines are established in 5 CPR Part 532 and 550, and TPR 100 Annex A. These procedures as amended by this article are the procedures to be followed in establishing and paying of EDP/HDP.

ARTICLE 14

HEALTH, SAFETY, AND WELFARE

14-1 GENERAL

The Employer and the union agree to exert every reasonable effort to provide and maintain a work environment conducive to the safety and well being of employees. Rules, laws, and regulations related to safety shall be available to all employees and departments and shall be adhered to. It is acknowledged that certain tasks necessarily performed involve a varying degree of hazard. The types of employees normally assigned to perform hazardous tasks shall be those who have received appropriate briefings, instructions, training, or schooling pertinent to the hazardous task to be performed. The Employer shall provide appropriate safety and health training for employees.

14-2 QUARTERLY SAFETY MEETING

1. The quarterly safety meeting has been established to provide a forum for discussion of OSH problems and to make recommendations to the Commander on OSH related matters.
2. They will meet at least quarterly to discuss OSH problems and to resolve hazard reports, AF Form 457, that are not resolved at a lower level.
3. The Labor Organization President or his/her designated representative will be present during discussions of employee oriented or Labor Organization submitted hazard reports.

14-3 TEMPATURE EXTREMES

It is agreed that a technician may check out, by hand receipt, hot/cold weather gear as authorized/available. The Air Force safety standard for extreme heat and cold will be the guideline.

14-4 SAFETY GLASSES AND PROTECTIVE CLOTHING

1. The Employer will furnish at no cost to the technicians, 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 base safety officer. The technician will furnish current eye glasses prescription or a new prescription as vision changes occur. All issued safety glasses broken on the job will be replaced at no cost to the technician. Mission requirements will dictate whether plain or tinted lenses will be issued.
2. All protective clothing and equipment authorized by applicable regulations and ASC will be provided by the Employer at no cost to any technician.
3. The wing bio-environmental engineer will be contacted in the event a possible incident occurs where clothing/PPE may have been contaminated.

14-5 SAFETY SURVEY

A Labor Organization representative shall be given, on official time, the right to be present during any safety survey, conducted by any agency or persons contracted by the Employer.

14-6 PHYSICAL FITNESS

It is agreed technicians are authorized to participate in physical fitness activities in accordance with Base Physical Fitness Program.

14-7 ELECTRONIC DEVICES AND TELEVISION

It is agreed to allow the playing or use of electronic devices if regulation permits in work areas, i.e., shops, warehouse, and offices, with discretion, as long as they are played in such a manner as not to disturb work cause a noise disturbance or safety problem. Televisions are allowed in break areas. Technicians on break may watch any cable or CCTV channel provided on the installation.

14-8 SMOKING POLICY

Refer to AFI 40-102.

ARTICLE 15

LEAVE

15-1 ANNUAL LEAVE

1. Annual leave scheduled and unscheduled will be administered on a uniform and equitable basis within the scope of applicable regulations. It is agreed that the use of annual leave is subject to the approval of the supervisor.
2. Scheduled annual leave. Each technician will be allowed to schedule/use annual leave in the amount that normally accrues during the current leave year. Technicians will be allowed to schedule their leave by January 31 of each calendar year. See OMD TPR 100 Annual Leave Section. In situations where there are more technicians requesting leave for a particular period than can be approved due to mission requirements, the Technician(s) with the greatest amount of seniority, based on date of hire as a technician at Tulsa ANGB, will be given preference.
3. Unscheduled annual leave. It is agreed to grant the request for unscheduled annual leave if possible with regard to mission accomplishment.
4. It is agreed when an unforeseeable emergency situation presents itself, as soon as practical, the technician will contact their supervisor for approval.

15-2 SICK LEAVE

1. It is agreed that sick leave will only be authorized in bona fide cases and may be granted orally by the supervisor concerned or may require acceptable evidence.
2. Sick leave is authorized upon request for all dental, optical, and doctor appointments including reasonable travel time as necessary for both local and non local appointments.
3. It is agreed when a technician does not report to work due to an unforeseeable injury or illnesses, the technician will notify the supervisor as soon as practical. Sick, annual, and compensatory leave can be used as allowed.

15-3 SICK LEAVE ABUSE

Medical certification may be required for approval of sick leave when there is reason to believe that a technician is abusing sick leave. The mere fact that a technician has used all of his/her sick leave does not by itself constitute sick leave abuse. In such cases, the technician will be advised, in writing, that a medical certificate will be required to support any future grant of sick leave, regardless of duration. When the technician has demonstrated that such abuse has been corrected, he or she may request that the decision requiring the medical certificate be removed.

15-4 COMPENSATORY TIME

1. Overtime pay is not authorized for National Guard Technicians. Compensatory time will be given to technicians on an hour for hour basis, for the amount of time spent by them in overtime work in excess of their scheduled shift, in accordance with applicable regulations.

In the event a technician is called back, a minimum of two hours will be considered standard, the technician is encouraged to document or explain circumstances, which would justify a greater amount of compensatory time.

2. It is agreed to make every effort to give a technician as much notice as possible and to give due consideration to the technician's personal circumstances before directing a technician to work compensatory time. The Labor Organization, however, agrees that the determination of the necessity for compensatory time, work is a function of management and that there will be instances where little or no advance notice may be possible.

15-5 LEAVE WITHOUT PAY (LWOP)

LWOP is an approved absence without pay upon the technician's request. It is agreed to consider LWOP upon the request of the technician in the same manner of other authorized leave.

15-6 LEAVE FOR BLOOD DONATION

The Employer and the Labor Organization recognize the importance and humanitarian need for community blood donors. When community need for blood donors arise and work requirements allow for Employer donors to be released, the technician(s) will be in an excused absence. Depending on the community needs and consistent with safe medical practices, excused absences normally will not exceed four hours.

15-7 COURT LEAVE

Court leave is leave with pay for the period of time a technician spends in court for jury duty as a juror or as a witness, or for attending judicial proceedings. Court leave will be extended to a technician when summoned to appear, as a witness in judicial proceedings on behalf of state, or local government of when required to perform jury duty in a federal, state, or municipal court. Must bring in summons and repay jury duty pay.

15-8 INCLEMENT WEATHER

Refer to OKTAG policy memorandum 08-07.

15-9 EDUCATION

It is the policy of the employer to support the continued civilian education of all employees. The employer should consider and may allow revision of employee work schedules to the extent such revisions do not impact mission, work, or productivity.

ARTICLE 16

MERIT PROMOTION AND INTERNAL PLACEMENT

16-1 GENERAL

It is agreed that the Employer will follow guidelines of OMD TPR 335, the Merit Placement Plan for Excepted and Competitive Technicians.

16-2 AREAS OF CONSIDERATION FOR ON BOARD VACANCY ANNOUNCEMENTS

The area of consideration for each specific position vacancy announcement will be that deemed most appropriate by the Nominating Official to insure the receipt of sufficient qualified candidates. When a position is advertised as "on board technician only", the following tenure groups will comprise the areas of consideration for the job announcements.

Tenure Group 0: Temporary employment with a "not to exceed" date.

Tenure Group 1: Permanent status technicians who have successfully completed their probationary or trial period.

Tenure Group 2: Permanent technicians who are currently serving a trial or a probationary period.

Tenure Group 3: Technicians serving under an indefinite appointment.

Management may use these areas of consideration selectively or in the combinations necessary to develop an adequate listing of qualified and available candidates for the position. Examples include:

Example 1: Open to on board permanent employees (tenure groups 1 and 2) of the 138th AMXS.

Example 2: Open to on board permanent technicians of the Tulsa ANGB who have completed their trial or probationary period (tenure group 1).

Example 3: Open to on board permanent and indefinite employees (tenure groups 1, 2, and 3) if the 138th AMXS.

Example 4: Open to all on board technicians (all tenure groups) of the Tulsa ANGB.

16-3 UPWARD MOBILITY

After a bargaining unit technician position has been advertised and no qualified applicants were nominated, Management may re-advise the position restricted to on board technicians of the Tulsa ANGB as an upward mobility position. However, management may expand the area of consideration when it has been determined that the initial area did not produce a sufficient number of qualified on-board candidates.

16-4 TEMPORARY PROMOTION

When the Employer requires the duties of a higher graded position, to be performed for thirty (30) days or longer, the assignment will become a temporary promotion, and the employee will be compensated at the higher rate of pay. An SF 52 will be submitted no later than the first pay period of the temporary promotion. The state Merit Placement Plan will be followed.

ARTICLE 17

GRIEVANCE PROCEDURES

17-1 GENERAL

It is agreed that the technicians within the bargaining unit are required to use this negotiated grievance procedures as the sole means of resolving all complaints covered by this article. 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. However, the Labor Organization will be given the opportunity to have a representative present at all grievance proceedings to observe and ensure that the adjustments of the grievance are consistent with the terms of the agreement. A grievance will be formally presented normally not later than SIXTY (60) DAYS after the grievance took place or the individual becomes aware of the events that constitute the grievance, whichever is later. Either party may seek interpretation of the meaning or intent of the agreement from representatives of a negotiating teams.

17-2 DEFINITIONS

A grievance is:

- a. Any complaint by any technician, concerning any matter relating to the conditions of employment of the technician.
- b. Any complaint by the Labor Organization, concerning any matter relating to the condition of employment of any technician and bargaining unit/ Labor Organization.
- 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.

17-3 EXTENSIONS

It is agreed extension of time limits may be granted if warranted by unusual circumstances, and if such extensions are mutually agreed to by both parties.

17-4 EXCLUSIONS

It is agreed that this negotiated procedure is a full coverage procedure except for those matters specifically excluded by law (PL 95-454) from the coverage of this agreement. Matters excluded from the negotiated grievance procedure are:

- a. Any claimed violation relating to prohibited political activities (Hatch Act Violations).
- b. Retirement, life insurance, or health insurance.
- c. A suspension or removal under Paragraph 7532 (National Security) of Title 5, U.S.C

- d. Any examination, certification, or appointment.
- e. The classification of any position which does not result in the reduction in grade or pay of an employee. This matter may be appealed under other procedures. For GS employees TPR 500 (511.6), for WG employees TPR 532-1, S7, (532-1) are the applicable references.
- f. An EEO compliant.
- g. Title 32 U.S.C 709(f)

17-5 EXCLUSIVE PROCEDURE

It is agreed that the negotiated procedure us the exclusive procedure available to the Labor Organization and the technician(s) in the bargaining unit for processing of any grievance.

17-6 EMPLOYEE RIGHTS

It is agreed all technicians have the right to present their grievances to the appropriate management officials for prompt consideration. This procedure provides a means for the prompt and orderly consideration and resolution of technician(s) or Labor Organization grievances. In exercising this right, the technician(s) and the representative will be free from restraint, coercion, discrimination, or reprisal.

17-7 PRESENTING A GRIEVANCE

- 1. A grievance must be presented using the negotiated grievance form which is included as part of this article.
- 2. The Labor Organization has the right, on its own behalf or on the behalf of the bargaining unit technician(s), to present and process grievances.
- 3. If a technician or group of technicians elect to present their grievance without the assistance of the Labor Organization, adjustments if the grievance must be consistent with the provision of this agreement.
- 4. The appropriate supervisor or manager involved will notify the Labor Organization if grievance proceedings and inform them of the time and place of such proceedings. The point of contact will be a Labor Organization representative.

17-8 EMPLOYEE GRIEVANCE

- 1. It is agreed that a potential grievance should be discussed with first-line supervision prior to filing an informal grievance in an attempt to resolve the issue at the lowest level. This step is encouraged by both the Employer and the Labor Organization.
- 2. If a settlement cannot verbally be agreed to, the following procedure will be utilized:

- a. **STEP 1 – INFORMAL GRIEVANCE**

The informal grievance will be presented in writing to their first-line supervisor, utilizing the negotiated form. The informal grievance and information will be discussed at the time of presentation of the grievance. The first-line supervisor will provide a determination of settlement, in writing, to the individual and the Labor Organization within five (5) working days.

b. **STEP 2 – FORMAL GRIEVANCE**

If, following receipt of the immediate (1st level) supervisor's reply, the technician is of the opinion that a formal grievance is justified, they will reduce their grievance to writing, using the negotiated form, and submit through supervisory channels to the Air Commander no later than five (5) working days following receipt of the immediate supervisor's reply. The formal grievance and information will be discussed within ten (10) working days after being presented to the Air Commander or designated representative. The Air Commander or designated representative will provide a determination of settlement, in writing, to the individual and the Labor Organization within five (5) working days after the meeting.

c. **STEP 3 – THE ADJUTANT GENERAL**

If the Grievant is dissatisfied with the settlement offered at step two, an appeal may be made to the Adjutant General within (15) working days. A decision, in writing, will be rendered within seven (7) working days to the Grievant and the Labor Organization.

17-9 LABOR ORGANIZATION GRIEVANCE

1. Labor Organization initiated grievances will name the Air Commander as respondent. The Labor Organization agrees to consider an attempt to informally resolve the grievance at an appropriate level prior to formal presentation.
2. The following procedures will be utilized for all Labor Organization grievances.

a. **STEP 1**

The grievances will be prepared in writing and submitted to the Air Commander. The formal grievance and information will be discussed within (10) working days after being presented to the Air Commander or designated representative. The Commander will provide a decision, in writing, within ten (10) working days, to the Labor Organization Chapter President,

b. **STEP 2**

If the Labor Organization is dissatisfied with the settlement offered at step one, an appeal may be to the Adjutant General within fifteen (15) working days. A decision, in writing, will be rendered within seven (7) working days to the Labor Organization Chapter President.

17-10 RIGHT TO INFORMATION

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

ARTICLE 18

ARBITRATION

18-1 GENERAL

When a grievance remains unsettled after being processed under the negotiated procedures, or if there is a dispute concerning the grievability or arbitrability of the matter grieved, the Employer or the Labor Organization has the right to invoke arbitration. The notice of such intent will be served in writing by the moving party within thirty (30) days following issuance of the other party's written decisions. It is expressly understood that arbitration may be invoked only over those matters included for coverage in the negotiated grievance procedures, and that all disputed of grievability or arbitrability will be referred to the Arbitrator as the threshold issue.

18-2 INVOKING ARBITRATION

Arbitration may be invoked under the following:

- a. Only the Labor Organization or the Employer may invoke the provisions of this section.
- b. If either party questions the appropriateness of arbitration of a matter because of alleged conflicts with applicable existing law or circumstance(s), the arbitrator will simultaneously hear the question of the appropriateness of arbitration and the merit(s) of the case. The arbitrator will then rule on the questions of the appropriateness of arbitration and when applicable, the subsequent question(s) on the merits of the case.

18-3 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 if it's intent. Within seven (7) 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 here the grievance. The parties agree that if the selected arbitrator using the above procedures. If either party fails to participate in the selection process, the arbitration action will proceed with the requesting party accomplishing the selection. **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.

18-4 ARBITRATION EXPENSES

Expenses incurred for the arbitrator will be shared equally by the Employer and the Labor Organization.

18-5 DATE AND LOCATION

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

18-6 FLRA EXCEPTIONS

The parties understand the Federal Labor Relation Authority has promulgated regulations providing for filing of exceptions to an arbitrator's award. The period for filing of exceptions is not later than thirty (30) days from the date the award is served on the parties. The date of service is the date the arbitration award is deposited in the U.S. mail or is delivered in person. It is understood that if no exceptions to an award are filed during this thirty (30) day period, the award shall be final, binding and effective on the thirty first (31) day.

18-7 COMPLIANCE

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

ARTICLE 19

UNFAIR LABOR PRACTICE

19-1 PROCEDURES

It is agreed that all Labor Organization initiated unfair labor practice will be submitted to the Adjutant General for possible resolution before the charge may be filed with the Federal Labor Relations Authority. Each unfair labor practice submitted will state clearly the factual basis of the charge. It is further agreed that the Adjutant General will provide written response to the Labor Organization within 15 working days of receipt of any such submissions, unless an extension is mutually agreed to.

ARTICLE 20

IMPACT BARGAINING

20-1 PURPOSE

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

20-2 CHANGES AFFECTING WORKING CONDITIONS

Management agrees to hand deliver to the Labor Organization copies of appropriate regulation, policies and instructions affecting working conditions for review prior to implementation. If the Labor Organization desires formal discussion concerning contents of the regulations, policies and instructions, management will be contacted within five (5) working days after receipt to establish a meeting time/place to discuss the matter.

20-3 MEETINGS

Upon notification by the Labor Organization, management agrees to meet and confer as soon as possible; date and time will be by mutual consent.

- a. Each team will consist of 3 bargaining unit personnel and 3 management personnel.
- b. The Employer and the Labor Organization agree to render decisions on issues not resolved at the meetings, within four (4) working days unless it is mutually agreed otherwise.

ARTICLE 21

REDUCTION IN FORCE

21-1 GENERAL

The Adjutant General is responsible for conducting a reduction in force in accordance with NGB TPR 300 (351).

ARTICLE 22

GRADE RETENTION

22-1 GRADE RETENTION

During the grade retention period (2 years) if a vacancy of equal or intervening grades exists for which the technician is full qualified, the technician may be offered the position. If there is more than one fully qualified eligible technician in grade retention the internal placement plan will be utilized. 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. The people on the retention roster shall be given priority consideration.

ARTICLE 23

AGREEMENT ADMINISTRATION

23-1 EFFECTIVE DATE

The effective date of this agreement shall be in accordance with the Memorandum of Understanding (MOU) dated 19 Feb 09.

23-2 AGREEMENT DURATION

It shall remain in effect for a period of four years from its effective date, and will be automatically renewable for four year periods thereafter, unless modified or terminated as provided herein. Each new four year period will be considered a new duration period with a new effective date. However, either party may give written notice to the other, of its intention to reopen and amend or modify the Agreement, not more than 105 days not less than 60 days prior to the fourth anniversary date of the Agreement.

23-3 AGREEMENT AMENDMENTS/SUPPLEMENTS

1. This agreement may be subject to amendments or supplements by the parties during the agreement lifetime, under one of the following procedures:
 - a. Annually, either party may submit no more than three articles to this agreement for negotiations for the purpose of supplementing or amending this agreement.
 - b. At any time, by mutual consent, for the purpose of amending or providing supplements to this agreement.
2. A request for an amendment or supplement to this agreement by either party shall be in writing setting forth the need or reason for the proposed change and a summary of the change.
3. Representatives of the Employer and the Labor Organization will meet within 30 days to commence negotiations of the proposed change and a summary of the change.
4. 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 26-1 of this article.

23-4 NEGOTIATING A NEW AGREEMENT

Within thirty (30) days of notification of intent to negotiate a new contract, representatives of the Employer and the Association of Civilian Technicians will meet to initiate a Memorandum of Understanding establishing the ground rules for the conduct of negotiations.

ARTICLE 24

RETIREMENT COUNSELING

24-1 RETIREMENT

1. The Employer recognizes that retirement and its benefits are goals of all employees. With all changes in the retirement systems available to employees, decisions involving the employee retirement benefits have become more complex. Therefore, to assist employees the Employer agrees to brief employees on an on-going basis of the options available along with any changes implemented by appropriate authority. It is not the Employer's responsibility to make any recommendations to the employees nor will the Employer be held responsible for not making any recommendations. In the event information becomes available from any appropriate source, such as the Office of Personnel Management (OPM), offering updates for employees, the information will be made available to the employees upon request.
2. For those employees who have opted to retire, the Employer agrees to provide retirement counseling through JFHQ/HRO which will include an individual analysis, listing the annuity amounts the employee will receive under each of the options available.