



**SIoux CITY & FORT DODGE**  
**AIR NATIONAL GUARD TECHNICIANS**  
**185<sup>TH</sup> AIR REFUELING WING**  
**133<sup>RD</sup> TEST SQUADRON**  
**ASSOCIATION OF**



**CIVILIAN TECHNICIANS**  
**Duty... Dedication... and Dignity**  
**HAWKEYE CHAPTER**  
**Negotiated Agreement 2015**

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## ARTICLE 1

### PREAMBLE

Pursuant to the policy set forth in 5 U.S.C. 71, this contract and such amendments, changes and supplements thereto, as duly approved, constitute a collective bargaining agreement between the Association of Civilian Technicians, Hawkeye Chapter 75 hereinafter referred to as the "Labor Organization" and the Adjutant General, State of Iowa, hereinafter referred to as the "Employer".

Procedures for the handling of specific issues outlined in the agreement have been agreed to by management and the union. However, it is agreed that the employer retains the sole discretion to assign work to supervisors and management officials and to determine which supervisors or management officials will perform the supervisory or managerial functions discussed.

Whenever language in this Agreement refers to a Technician Personnel Regulation it is intended only to provide a guide as to how the situation may be handled. It is agreed that the Employer retains the right and sole discretion to assign work and to determine who will perform the functions discussed.

#### **1-1 Mutual Goals:**

The public interest demands the highest standards of performance and the continued development and implementation of modern and progressive work practices to facilitate and improve performance and the efficient accomplishment of the operations of the Sioux City and Fort Dodge Air National Guard. This agreement identifies the following mutual goals of the parties.

- a. Promote and improve the efficient administration and operation of the Sioux City and Fort Dodge Air National Guard and the well-being of its employees within the meaning of 5 U.S.C. 71.
- b. To establish a basic understanding relative to personnel policy, practices and procedure and matters affecting other conditions of employment within jurisdiction of the Adjutant General.

To provide means for amicable discussion and adjustment to matters of mutual interest.

## ARTICLE 2

### EXCLUSIVE RECOGNITION AND COVERAGE

#### **2-1 Bargaining Unit:**

- a. The Employer recognizes that the Association of Civilian Technicians is the exclusive representative of all technicians in the bargaining unit.
  1. INCLUDED: All Sioux City and Fort Dodge Air National Guard wage grade and general schedule technicians employed by the 185<sup>th</sup> Air Refueling Wing.
  2. EXCLUDED: All managerial and supervisory technicians, to include those technicians involved with Federal personnel work in other than purely clerical capacity.

**NOTE:** In applying this paragraph, 5 U.S.C. 71 pertaining to supervisors and others who must be excluded from the bargaining unit will prevail. In addition changes to the bargaining unit will be through a Federal Labor Relations Authority clarification of the bargaining unit.

#### **2-2 Application:**

This agreement to include all articles herein is applicable to bargaining unit technicians in the Sioux City and Fort Dodge Air National Guard without discrimination and without regard to membership in the Labor Organization.

## ARTICLE 3

### MANAGEMENT RIGHTS

#### **3-1 Law:**

- a. Subject to subsection (b) of this section, nothing in this chapter shall affect the authority of any management official of any agency-
  1. To determine the mission, budget, organization, number of employees, and internal security practices of the agency; and
  2. In accordance with applicable laws-
    - a. To hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
    - b. To assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;
    - c. With respect to filling positions, to make selections for appointments from –
      1. Among properly ranked and certified candidates for promotion; or
      2. Any other appropriate source; and
    - d. To take whatever actions may be necessary to carry out the agency mission during emergencies.

#### **3-2 Prohibited 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.

#### **3-3 Permissible Negotiations:**

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

## ARTICLE 4

### TECHNICIAN RIGHTS

#### **4-1 Policies:**

Parties to this agreement recognize that, “each employee shall have the right to form, join, or assist any Labor Organization, or to refrain from such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right”. Except as otherwise expressed in 5 U.S.C. 71, the freedom of such employees to assist the Labor Organization shall be recognized as extending to participation in the management of, and acting for, the Labor Organization in the capacity of an organization representative, including presentation of its views to officials of the executive branch, the Congress, or other appropriate authority. Nothing in this agreement shall require an employee to become or to remain a member of a Labor Organization, or to pay money to the Labor Organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions. In addition, the Employee is not precluded from being represented by an attorney, other than the Labor Organization, of the employees own choosing, or exercising grievance or appellate rights established by law, rule or regulation except in cases of negotiated grievance or appeal procedure.

#### **4-2 Employee Participation:**

- a. The terms of this agreement do not preclude any technician of the agency from bringing matters of personal concern to the attention of appropriate officials of the National Guard and/or Labor Organization in accordance with applicable laws and regulations.
- b. The Employer recognizes the right of employees to organize and express their views collectively or to refrain from such activity; that collective employee participation in the formulation and implementation of personnel policies affecting the employees contribute to the National Guard; and the well being of its employee require that orderly and constructive relationships be maintained.

#### **4-3 Employer Responsibilities:**

The employer shall take such action, consistent with law or with directives from higher authority, as may be required in order to assure the employees are appraised of the rights described in this Section, and that no interference, restraint, coercion, or discrimination is practiced within the agency to encourage or discourage membership in the Labor Organization. The Employer agrees to continue to demonstrate its affirmative willingness to bargain with the Labor Organization and its representatives. Existing regulations maintained by Management, affecting personnel policies, practices, and working conditions will be made available to employees when requested.

## ARTICLE 5

### LABOR ORGANIZATION RIGHTS AND DUTIES

#### **5-1 Exclusive Representative:**

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

#### **5-2 Representation:**

A representative of the local Labor Organization shall be given the opportunity to be present at any formal discussion between one or more representatives of the agency concerning any grievance or any personnel policies or practices, or other general conditions of employment. A representative of the local Labor Organization shall be given the opportunity to be present 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 and if the employee requests the representation.

#### **5-3 Discrimination:**

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, marital status or disability.

#### **5-4 Prohibited Activities:**

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 185th Air Refueling Wing/133<sup>rd</sup> Test Squadron operations. The Labor Organization will not condone any such activity by failing to take action to prevent or stop such activity.

#### **5-5 Enforcement:**

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

#### **5-6 Internal Business:**

It is agreed that internal Labor Organization business such as soliciting membership, posting and distributing literature, union meetings and electing of officers may be conducted during lunch periods and non-duty hours.

## ARTICLE 6

### LABOR ORGANIZATION AND SHOP STEWARDS

#### **6-1 Executive Council:**

The officials of the Labor Organization will consist of the following: Executive Council, elected by the membership to include:

- a. President
- b. Vice President
- c. Secretary
- d. Treasurer
- e. Chief Steward

#### **6-2 Steward Assignments:**

Stewards will be appointed by the Executive Council. The appointed stewards should come from his/her area of representation.

#### **6-3 Number of Stewards:**

The number of stewards will be sufficient to represent all employees of the bargaining unit. This number is to be a joint agreement of Management and the Labor Organization with special consideration for TDY and shift work.

#### **6-4 Shop Stewards:**

The steward is the official Labor Organization representative for the bargaining unit members and will be consulted by Management officials regarding changes in conditions of employment. It is understood that the steward may speak for the employees of the section, but will not make decisions on contractual intent.

#### **6-5 List of Officers and Stewards:**

The Labor Organization will furnish a complete list of officers and stewards and their designated areas after each election or any time a change occurs.

## ARTICLE 7

### BUSINESS OFFICE AND ADMINISTRATIVE COOPERATION

#### **7-1 Office:**

The Employer will furnish the Labor Organization with a secure office in which to conduct its business (i.e. grievance counseling, negotiation planning, etc.) The office space will be environmentally supported in the same manner as the rest of the building.

#### **7-2 Telephone:**

Commercial telephone service will be provided by the Employer. The Labor Organization is responsible for obtaining any other telephone service required.

#### **7-3 Furniture:**

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

#### **7-4 Bulletin Boards:**

The Employer agrees that the Labor Organization shall be afforded bulletin board space and SharePoint access for display of Labor Organization material. A bulletin board not to exceed three (3) feet by five (5) feet shall be provided in each of the following buildings:

1. Building 261 – 2 Hanger
2. Building 269 – 1 Headquarters
3. Building 253 – 1 Crew Chiefs/Avionics
4. Building 280 – 1 Supply
5. Building 235 – 1 Communications
6. Building 254 – 1 Operations
7. Building 252 – 1 Aerospace Ground Equipment
8. Building 240 – 1 POL

9. Building 283 – 1 Vehicle Maintenance
10. Building 278 – 1 Fuels
11. Building 241 – 1 Paint Facility
12. Building 100 – 1 Headquarters Ft. Dodge
13. Building 113 – 1 Age/Vehicle Maintenance Ft. Dodge
14. Building 115 – 1 North Site Test Building Ft. Dodge

No political campaign literature or material detrimental to the employer or the labor organization shall be posted.

**7-5 Copiers and Computer:**

The employer assures the Labor Organization the right to use existing copier with notification to the account manager. The Employer will provide the Labor Organization with a computer terminal and printer to be located in the Labor Organization's office, if available. Any software used by the Labor Organization for its business must be purchased by the Labor Organization in accordance with applicable copyright laws.

**7-6 Distribution:**

A distribution box will be provided to the Labor Organization at the Central Distribution Point.

**7-7 The Contract:**

The Employer will cause twelve (12) copies of this agreement to be printed for use by the bargaining unit representative. The employer will also cause an electronic copy of this contract and grievance form to be available on a SharePoint site for all 185<sup>th</sup> Air Refueling Wing/133<sup>rd</sup> Test Squadron Employees.

## ARTICLE 8

### EMPLOYEE TITLE

#### **8-1 Correspondence:**

Management will make every effort to refrain from addressing Labor Organization officials acting on behalf of the bargaining unit or bargaining unit members officially representing the Labor Organization by the bargaining unit member(s) military rank.

## ARTICLE 9

### CONFORMITY

#### **9-1 Law:**

In conformity with the requirements of 5 U.S.C. 71, all excepted technicians are active members of the Iowa National Guard; they are, therefore, recognized as the day-to-day representatives of the National Guard.

#### **9-2 Public Relations:**

All technicians will comply with principles of common business courtesy in association with the public as well as other Government officials.

## ARTICLE 10

### PERTINENT INFORMATION

#### **10-1 Employer Information:**

The employer agrees to make available pertinent Technician Personnel Regulations and additional codes, polices, and directives of the agencies (NGB and OPM) during normal duty hours. The Labor Organization will also be placed on direct distribution for the following: HRO Newsletter, Job Announcements, Technician Handbooks and Adjutant General Policy letters concerning technician issues.

#### **10-2 Labor Organization Information:**

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

#### **10-3 Bargaining Unit Members:**

The Employer agrees to supply the Labor Organization with a current list of names of all bargaining unit members. Such list to be updated on a semi-annual basis.

#### **10-4 Supervisors List:**

A list of supervisory positions and names will be provided to the Labor Organization upon request.

## ARTICLE 11

### NEW EMPLOYEE COUNSELING PROCEDURES

#### **11-1 Procedures:**

The Employer and the Labor Organization may establish procedures to assure that a new employee may, upon entry into the Technician program, be counseled on aspects of their technician employment.

#### **11-2 The Checklist:**

A checklist will be used to cover all items that each new technician must be made aware of. The Labor Organization will be afforded opportunity to provide Labor Organization information in "New Employee" packets. After the employee has been counseled, the employee and the counselor may sign the checklist and the original may be filed in the technician's personnel records. A copy of this checklist will be forwarded to the employee and the Labor Organization upon completion. This checklist will serve as the official notification to the Labor Organization that a new employee has been hired.

#### **11-3 Notification:**

New employees may be afforded 30 minutes to meet with the union representative. At this time the union representative will review with the new employee the current labor/management agreement and briefly explain the contents, purpose, importance and how it affects the working conditions of the bargaining unit. The steward and employee will also review the new employee checklist to help answer any questions the employee may have. Solicitation of members shall be performed during the time the employee is in a non-duty status, specifically before and after duty shifts and during the unpaid lunch period.

## ARTICLE 12

### EMPLOYEE ASSISTANCE PROGRAMS

#### **12-1 General:**

The Labor Organization recognizes the importance of Drug and Alcohol Abuse and Employee Assistance programs and in participating in the administration of these programs. The Labor Organization agrees to work with Management on all employee assistance programs.

#### **12-2 Referral Services:**

Referral services are available through the Human Resources Office (HRO) or Family Programs for marriage counseling, credit counseling, emotional problems, etc. Both offices have a comprehensive list of Employee Assistance Programs.

**ARTICLE 13**  
**PAYROLL DEDUCTION**

**13-1 Withholding Form:**

The Standard Form 1187 for dues deduction will be supplied by the Labor Organization and will be used as the authorization of payroll deduction for dues.

**13-2 Processing:**

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

- a. The standard form will be completed and certified as to the amount of withholding (.008 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.
- b. The standard form may be submitted at any time. The effective date for withholding will start by the first pay period beginning after the submission of the form to the Civilian Pay Office. Adjustments to dues allotments will occur within two (2) pay periods whenever the member's rate of base pay changes.
- c. An allotment shall be terminated when the employee:
  1. Leaves the bargaining unit as a result of any type of separation, transfer, or other personnel action.
  2. Upon loss of exclusive recognition by the Labor Organization.
  3. When the agreement providing dues withholding is suspended or terminated by an appropriate authority outside DOD.
  4. When an employee has been suspended or expelled from the Labor Organization.
- d. When an employee is temporarily promoted to a position outside of the bargaining unit, the allotment will be suspended. Upon reinstatement to a bargaining unit position, the employer agrees to automatically reinstate dues withholding.

**13-3 Dues Withholding:**

The Employer agrees to provide a listing to the Labor Organization of those persons from whom a payroll deduction was made upon request. The listing will contain the name of the Civilian Technicians of the Labor Organization having current dues withholding allotments on file, the amount withheld from each member's pay, and a statement showing the total amount withheld. The remittance check and one copy of the listing will be forwarded to an address to be provided by the Labor Organization.

#### **13-4 Dues Revocation:**

The Employer agrees to provide the Labor Organization with copies of the Standard Form 1188 for use in revoking dues allotments. These forms will be available in the Labor Organization office and the HRO representative's office to those individuals wishing to revoke their dues withholding.

- a. The individual will turn the completed standard form in to the Civilian Pay Office.
- b. The Civilian Pay Office shall date and initial all copies of the standard form upon receipt from the 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 a signed form from the employee
- c. The first day of September shall be the annual dues revocation date established by this agreement. All dues revocation forms must be received by the Civilian Pay Office not later than 15 August. Dues revocation shall not become effective until the first full pay period in September.
- d. New members shall have the option of dues revocation on the first anniversary date after his/her 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 his/her anniversary date. Effective date of revocation will be the first full pay period after his/her anniversary date. After the first anniversary date, revocation may only be made in accordance with Section 4c above.

**ARTICLE 14**  
**HOURS OF WORK**

**14-1 Workweek:**

The administrative workweek shall be seven (7) consecutive days, Sunday through Saturday. The basic workweek shall be five (5) consecutive days within the administrative workweek or an alternate work schedule that provides for 80 hours of work in each two-week pay period. The Employer agrees to consult with Labor Organization before changing the normal prescribed standard working hours.

**14-2 Work Day:**

Daily tours of duty may be 8, 9 or 10 hours in length and will remain the same each pay period. The starting time for daily tours of duty in support of night flying may be adjusted by management. Breaks in working hours of more than one (1) hour shall not be scheduled in any basic workday. The impact of changes in the tours of duty for the administrative workweek will be negotiated.

**14-3 In Lieu of Holidays:**

Individuals on an alternate work schedule are entitled to an "in lieu holiday" if the normal holiday falls on a weekend. The "in lieu of holiday" will be determined by the employer.

**14-4 Lunch Periods:**

- a. Each employee is authorized a one half (1/2) hour of duty free time for a lunch period each day. The lunch period should be scheduled between 1030 and 1300. The employer agrees to make every effort to coordinate the workload to allow the lunch period.
- b. Employees directed to work through their normal scheduled lunch period may have the option to reschedule the lunch period or take a paid lunch break of twenty (20) minutes or less within close proximity to their work station and be available for work assignments.

**14-5 Alternate Work Schedules:**

It is recognized by the Employer and the Labor Organization that in order to expedite the mission of the organization and maintain effective scheduled operations on a sound economic basis, it may be necessary to assign certain personnel to a tour of duty outside the basic workweek. Therefore, the hours of work and the basic workweek of five (5) consecutive eight-hour days or the alternate work schedule may be changed by the air commander of the 185<sup>th</sup> Air Refueling Wing or designated supervisors. Consideration for the suggestions, opinions and desires of the technicians involved will be given.

#### **14-6 Shift Change Notification:**

Technicians will be notified no less than seven (7) days in advance of a temporary shift change. Temporary change is defined as 15 days or less. Technicians will be notified of unusual work schedules no less than seven (7) working days in advance. The agency may make changes in work schedules within the required seven (7) day notice period when the agency would otherwise be handicapped in carrying out its mission, emergency or where costs would be substantially increased (in accordance with 5 CFR 610.121(a)(1)). Changes in the daily tour of duty shall be posted in the work areas. Notice of a change in a daily tour of duty shall contain the following:

- a. New hours of tour.
- b. Specific reasons, including the circumstances for the change.
- c. Signature of authorizing official.

Temporary changes in the tours of duty may be distributed and rotated equitably among qualified employees. Any grievance on the changes of assignment of hours shall be handled in accordance with the Article on Grievance Procedures. A record of employees involved in changes of tours shall be maintained by the Employer and can be reviewed by the Steward.

#### **14-7 Overtime:**

The administration of any necessary overtime work is solely a function of the Employer. Factors which will be considered include: the nature of the work, the need for special skills, the priority of productive or support effort, and the number of employees required. Management may also consider outside activities of the individual employee when making overtime assignments. First consideration for the overtime shall be given to those employees who are currently assigned to the job. Second consideration will be given to those qualified employees in the area of function where the overtime work is required. Employees will be selected for overtime work on a fair and equitable basis consistent with job and skill requirements. Supervisors shall not assign overtime work to employees as a reward or penalty. Any complaint or disagreement on the distribution of overtime shall be processed in accordance with the grievance procedure.

In the assignment of overtime, the Employer agrees to provide the employee with advance notice when possible.

#### **14-8 Standby:**

Time spent on standby duty or in an on-call status shall be determined and compensated in accordance with CFR 551.431.

- a. An employee will be considered on duty and time spent on standby duty shall be considered hours of work if:
  1. The employee is restricted to an agency's premises, or so close thereto that the employee cannot use the time effectively for his or her own purposes; or

2. The employee, although not restricted to the agency's premises:
  - a. Is restricted to his or her living quarters or designated post of duty;
  - b. Has his or her activities substantially limited; and
  - c. Is required to remain in a state of readiness to perform work.
- b. An employee will be considered off duty and time spent in an on-call status shall not be considered hours of work if:
  1. The employee is allowed to leave a telephone number or to carry an electronic device for the purpose of being contacted, even though the employee is required to remain within a reasonable call-back radius; or
  2. The employee is allowed to make arrangements such that any work which may arise during the on-call period will be performed by another person.

**14-9 Rest Periods and Personal Time:**

One fifteen (15) minute rest period is authorized for each minimum four (4) hour period of continuous work. For those on alternate work schedule a twenty (20) minute rest period is authorized for each five (5) hour period of continuous work. The employer will provide a sufficient amount of time, consistent with the nature of work performed, for personal cleanup prior to the lunch period and at the end of the workday. Nothing in this section is intended to imply that employees have been relieved of their duty obligation prior to the end of their scheduled tour of duty.

**14-10 Premium Pay:**

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

**ARTICLE 15**  
**COMPENSATORY TIME**

**15-1 General:**

Technicians will be given compensatory time for the amount of time spent by them in overtime work in excess of their scheduled tour of duty. Overtime pay is not authorized for National Guard Technicians.

**15-2 Call-Ins:**

Technicians who are required to return to work in an emergency or other unscheduled situation are authorized compensatory time. Employees called to work outside of their basic workweek and/or their tour of duty shall be credited with a minimum of two (2) hours compensatory time regardless of whether the employee is required to work the entire two (2) hours. In addition thereto, any employee called into work on shifts outside his/her basic workweek shall be excused as soon as practical.

**15-3 Annual Leave:**

Use of compensatory time may be granted for performance of inactive duty training or active duty for training instead of annual leave or leave without pay.

**15-4 Retiring or Resigning:**

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

**15-5 Temporary Employees:**

Temporary employees may be given the opportunity to use all accumulated compensatory time prior to termination.

**15-6 Administration:**

- a. Compensatory time may be administered between the supervisor and the individual concerned. Such time will be administered in the same manner as annual leave. It is agreed that technicians be allowed to earn and use compensatory time in fifteen (15) minute increments. Compensatory time should be taken within twenty-six (26) pay periods from the pay period in which it was earned.
- b. Employees who are dissatisfied with the administration of their compensatory time may have the matter resolved under the grievance procedures established in this agreement.

## ARTICLE 16

### LEAVE

#### **16-1 Annual Leave:**

- a. Annual leave will be administered on a uniform and equitable basis within the scope of current regulations.
- b. Each technician will be allowed to schedule annual leave in the amount that will normally accrue during the current leave year. This leave should be requested in advance of the preferred date(s). The employer agrees, in the absence of reasons to the contrary, to consider granting vacations of thirty (30) consecutive calendar days to technicians who desire to take special vacations. Once a technician's request for leave had been approved, they cannot be bumped by another technician. Employer can cancel leave for mission related reasons.
- c. Any dispute between employees desiring the same time will be resolved by granting the vacation time to the employee with the most seniority. Vacations during Christmas week shall be offered on a rotating schedule, irrespective of seniority. Approved annual leave cannot be denied because someone with more seniority later requests leave for the same time period. Seniority is determined by the leave service computation date.
- d. **Unscheduled Annual Leave.** The technician will contact the section supervisor or designated representative(s) before the start of the shift. Only supervisor or designated representative can grant leave. The employer agrees to grant the request for unscheduled annual leave if compatible with operational requirements. Annual leave for emergency purposes may be granted to technicians who notify their immediate supervisor or designated representative with one (1) hours after they were scheduled to report for work and offer a reasonable explanation. Other situations will be handled on a case-by-case basis.

#### **16-2 Sick Leave:**

Sick leave will be administered in accordance with all applicable regulations. The technician who becomes ill is responsible for notifying their supervisor or designated representative as soon as practical to request leave.

- a. 5 CFR 630.401 states that "an Agency shall grant sick leave to an employee when the employee:
  1. Receives medical, dental or optical examination or treatment;
  2. Is incapacitated for the performance of duties by physical or mental illness, injury, pregnancy, or childbirth.

3. Provides care for a family member who is incapacitated by a medical or mental condition or attends to a family member receiving medical, dental, or optical examination or treatment; or provides care for a family member with a serious health condition.
  4. Makes arrangements necessitated by the death of a family member or attends the funeral of a family member;
  5. Would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by his or her presence on the job because of exposure to a communicable disease;
  6. Is absent from duty for the purpose relating to the adoption of a child, including appointments with adoption agencies, social workers, attorneys, court proceedings; required travel; and any other activities necessary to allow the adoption to proceed.
- b. Medical certificates may not be required to substantiate sick leave for three (3) days or less. Although management has the right to require the furnishing of a medical certificate without any preconditions, management may choose to provide a written warning prior to imposing the requirement. When a medical certificate is to be submitted for all periods reported as sick, the requirement will be reviewed annually by the supervisor and the technician concerned, to determine if a continuation of this requirement is necessary. The supervisor may continue the requirement for just cause. "Cause" is a decision that is made on the merits of each situation.
- c. The definition of "family member" covers a wide range of relationships, including spouse; parents; parents-in-law; children; brothers; sisters; grandparents; grandchildren; step parents; step children; foster parents; foster children' guardianship relationships; same sex and opposite sex domestic partners; spouses or domestic partners of the aforementioned; and any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, as applicable.
- d. Technician who because of illness, are released from duty on advice of competent medical authority maybe required to furnish a medical certificate to substantiate leave for the day released from duty.
- e. Sick leave may be advanced to a technician not to exceed 240 hours at any one time subject to the following;
1. Total employment record and past record of sick leave usage justify such action;
  2. The request for sick leave advance is supported by a medical certificate from a competent medical authority;
  3. All available accumulated sick leave will be exhausted before advancement;
  4. Annual leave that would otherwise be forfeited is used;
  5. There is a reasonable assurance that the technician will return to duty to earn and repay advance credits.

- f. The Employer shall make every effort to provide liberal use of details of light duty when recommended by a state licensed physician for periods less than ninety (90) days to reduce the loss of accumulated sick leave.
- g. The Employer shall not place individual sick leave records on bulletin boards.

**16-3 Maternity Leave:**

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

**16-4 Military Leave:**

Military leave is a special form of leave granted to government employees for the purpose of performing military duty/training on an annual basis. The Employer agrees that no employee may be required to use military leave to support TDY. It is recognized that the employee has the right to carry-over one-hundred twenty (120) military leave hours from one fiscal year to the next.

**16-5 Leave Without Pay:**

LWOP is an approved absence without pay upon the employee's request. Granting of LWOP may be appropriate in the following situations;

- a. Job related school/training
- b. Any program of interest to the government
- c. Extended incapacitation
- d. Personal/family emergencies

**16-6 Blood Donation:**

I.A.W. TPR 630, Technicians are encouraged to serve as blood donors and will be excused from work without charge to leave only for time necessary to donate blood, recuperation following blood donation, and for necessary travel time to and from the donation site with supervisor approval. The maximum excused time will not exceed four (4) hours on the date of the blood donation.

**16-7 Leave Transfer:**

The leave transfer program is a program to donate annual leave to another employee's leave account. When need arises, this program will be implemented in accordance with applicable regulations current at the time the need exists.

**16-8 Inclement Weather:**

- a. Employees may use any form of appropriate leave when they are prevented from arriving to work on time, need to leave early to avoid hazardous conditions, or could not return home if they report to work.
- b. At employee's request, supervisors will work with them to allow make up for missed time, if practicable.
- c. Tardiness and brief absences of less than one hour may be excused by the supervisor when reasons are justified.

**16-9 Leave Advancement:**

Refer to TPR 990-2.

**16-10 Physical Examinations:**

- a. I.A.W. TPR 630, technicians will be excused from work without charge to leave only for time necessary for the annual dental examination and cleaning with supervisor approval not to exceed three (3) hours.
- b. Technicians may be excused from work without charge to leave for medical exams for profiles when approved by the supervisor on a case by case basis.

## ARTICLE 17

### OFFICIAL TIME

#### **17-1 Authorized Official Time:**

Official time will be granted in the following manner. The Labor Organization representatives will notify their immediate supervisor and obtain concurrence prior to leaving their assigned area. The supervisor's permission will be granted unless the urgency of the work situation, due to mission impact, and the mission of the section cannot be accomplished without that representative, and any delays will be held to a minimum. The supervisor may delay the representative for only the length of time that the mission requires the presence of the representative.

#### **17-2 Representational Duties for Which Official Time Authorized:**

AFI 90-801 governs the rules regarding the conduct of Environment, Safety, and Occupational Health Councils. The ESOHC reviews policies and programs, establishes goals, monitors progress, and advises leadership. Union representatives will be invited and encouraged to participate.

#### **17-3 Officer/Steward Training:**

- a. The Labor Organization is authorized up to fifty (50) days per calendar year, if needed, for union sponsored training for union representatives per fiscal year.
- b. The Labor Organization is authorized official time for the purpose of training shop stewards and elected union officers. It is understood that steward/officer training will be of mutual concern to management and the technicians as a representative of the Labor Organization. The Labor Organization will request official time for training by letter, including the agenda of the training for approval by the base commander and HRO. Permission will be granted unless the urgency of the work situation, due to direct mission impact, and the mission of the section cannot be accomplished without those representatives. Requests for this type of official time will be submitted by the Labor Organization to the Employer in writing, ten (10) days in advance of the scheduled training session.

#### **17-4 Civilian Attire:**

Labor Organization representatives are not required to wear the military uniform while performing representational duties or while performing other organization activity related functions. These functions include but are not limited to:

- a. While engaged in negotiations of any kind with agency representatives.
- b. Labor/Management meetings with agency representatives.
- c. Labor/Management seminars.
- d. Labor/Management seminars at commercial facilities sponsored by the National office of the Association of Civilians Technicians, U.S. Department of Labor, Department of Defense, Wage Fixing Authority, etc.
- e. Performing representational duties on behalf of bargaining unit members, to include OSHA inspections, wage data collections, and investigations of complaints, etc.
- f. When representing the Labor Organization on committees, at hearings, or at third party proceedings.
- g. Employees in the bargaining unit will not be required to wear the military uniform, while:
  1. Processing a grievance at any step of the negotiated agreement.
  2. Appearing as a grievant or a witness for the grievant in any third party proceeding.

#### **17-5 Accounting for Official Time:**

The Labor Organization will provide the commander a synopsis of official time used for paragraph 17-1.

## ARTICLE 18

### LEAVE OF ABSENCE

#### **18-1 Application Procedure:**

The Employer agrees that when adequate written notice is given an employee in the unit who has been elected or appointed to a Labor Organization office, or as a delegate to an A.C.T. activity requiring an extended leave of absence, may be granted annual leave and/or leave without pay. Such leave of absence shall not exceed one (1) year for each application. When an employee is on leave of absence to serve with A.C.T., they shall be entitled to return to a comparable position at the end of the specified leave without pay period in accordance with applicable regulations.

## ARTICLE 19

### DETAILING AND TEMPORARY PROMOTION

#### **19-1 General:**

- a. A detail is an official personnel action by which an employee is assigned duties and responsibilities other than those of his/her permanent position, but receive the salary attached to that permanent position. Details provide a means by which current employees may be effectively used to perform work for which no continuing need exists, or to perform the duties of an existing position on a temporary basis.
- b. Management realizes and acknowledges that details of employees out of their specialty must be used in a judicious manner. Details are intended to meet temporary situations, such as emergency workload, absences of employees, pending authorization and classification of the new positions or other types of manpower needs that cannot be met by normal personnel actions.
- c. When practical, required SF 52s for details will be prepared prior to detailing employees.
  1. Details of 30 days or less may be documented on the Supervisor's Employee Brief.
  2. Details of more than 30 days will be accomplished on SF 52 with the reason(s) for the detail.
- d. An official detail of an employee to an established higher grade position exceeding 30 days will allow a noncompetitive temporary promotion to be effected not to exceed 120 days provided the employee meets all regulatory and qualification requirements and an SF 52 has been received in HRO prior to the proposed effective date of the temporary promotion. Any prior service under details to higher grade positions or temporary to higher grade positions during the preceding 12 months will count toward the 120 days noncompetitive limitation.
- e. A detail of more than 120 days to a higher grade position or to one with known promotion potential must be made under merit promotion procedures.
- f. Management will keep details within the shortest time limits practicable and may make efforts to secure necessary services through the use of other appropriate personnel.

## ARTICLE 20

### MERIT PROMOTION AND INTERNAL PLACEMENT

#### **20-1 Purpose:**

This article will be used for filling bargaining unit vacancies that management elects to fill in the 185th Air Refueling Wing/133<sup>rd</sup> Test Squadron, Air National Guard. To provide upward mobility for bargaining unit technicians by giving full consideration to the on-board Technician force; and to provide procedure that will ensure that each technician receives full consideration for all bargaining unit position vacancies for which they qualify.

#### **20-2 Definitions:**

- a. Position Change. A promotion, reassignment, or demotion. A position change by any of these methods may also involve a change in official duty station.
- b. Promotion is the movement of a technician:
  1. To a higher grade when both the old and new positions are under the General Schedule.
  2. From one grade to a higher grade under the same type wage schedule.
  3. From a job or grade under a wage schedule to a job or grade with a higher representative rate under a different wage or general schedule.
  4. From a position under the general schedule to a job or grade with a higher representative rate under a wage schedule.
- c. Area of Consideration. The area, (geographically, organizational or functionally), in which a state makes an intensive search for eligible candidates in specific promotion actions.
- d. Eligible Candidates. Those candidates who meet the minimum qualification standards for the position, including any appropriate selective placement factors. These selective placement factors include such things as enlisted/officer positions, competitive/excepted status, military unit of assignment, etc.; and must be taken into consideration whenever applicable.
- e. KSA Factors. The combination of factors that position descriptions have shown to be important for performance of a specific position (or group of positions analyzed as having identical important factors) and for which performance analysis has shown are valid indicators of differences between more and less successful workers. The total set of criteria includes all knowledge, requirements, skills and personal characteristics that meet the job and performance analysis requirements for the position, and a description or identification of the amount characteristic if superior performance is warranted.

### **20-3 Technician Responsibilities:**

Individuals are responsible for familiarizing themselves with the provisions of this article and assuring that applications are accurate and complete in relation to the present duties being accomplished and the position being applied for. The technician should notify the supervisor concerned of intent to apply for an advertised position.

### **20-4 Exceptions to Competitive Procedures:**

The following actions may be exempted from competition:

- a. Promotion due to the issuance of a new classification standard, the reclassification of a position, or correction of a classification error, provided that all incumbents are to be affected equally.
- b. Placement of over-graded technicians entitled to grade retention as a result of RIF of reclassification.
- c. Promotion when competition was held earlier (i.e., position is advertised with known promotion potential).
- d. Re-promotion to the same grade or an intervening grade of a position from which a technician was demoted without personal cause and not at his or her own request, if the down-grading has occurred within two (2) years.
- e. Trainees to the full grade of the position if the trainee has received the position through previous competition.
- f. Position changes required by the RIF article of this agreement.
- g. Selection of a former technician from the re-employment priority list for a position at the same or lower grade than the one last held. This provision is applicable to those who have lost employment at the 185<sup>th</sup> Air Refueling Wing as provided by law.
- h. Temporary promotion of 120 days or less.
- i. Detail for less than 120 days to (1) a higher graded position (2) to a position with known promotion potential.
- j. Management directed reassignments.

### **20-5 Indefinite Positions:**

Appointments with indefinite time limitations may be announced and filled using procedures within this article.

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

## **20-6 Vacancy Announcements:**

A vacancy announcement will be opened a minimum of fifteen (15) calendar days, posted in a central location within each of the major work facilities, and sent to employees through base wide group emails from HRO. A copy will be provided to the labor organization when published. Changes in basic qualification standards will be documented by the HRO and the reasons therefore provided to the Labor Organization.

## **20-7 Application Procedures:**

The job announcement will specify how to apply for the position. The applicant must insure all relevant current and past employment data as well as all duty assignments, qualifications, and training are submitted. Complete and accurate data is essential to insure fair evaluation of candidates. APPLICANTS MUST SPECIFICALLY ADDRESS THE BASIC ELIGIBILITY FACTORS (WHICH INCLUDE GENERAL AND SPECIALIZED EXPERIENCE) AND THE KSA FACTORS AS STATED ON THE VACANCY ANNOUNCEMENT. Along with the application form discussed below, supplemental forms that show all of the candidates' qualifications may be submitted. Applications will be submitted via one of the following:

- a. Apply online at [www.ussajobs.gov](http://www.ussajobs.gov)
  1. Find the job you would like to apply for – Search by Department, Agency, or Job announcement Number.
  2. Use Resume Builder to create a Resume or use a previous saved resume.
  3. Upload documentation: Resume, DD 214, transcript, etc.
  4. Complete the online Questionnaire.
  5. Must be completed no later than midnight Eastern Standard Time (EST) on the closing date.
- b. Apply via Fax
  1. Use Fax Cover page (if submitting only documentation via fax).
  2. Fax Number – 1-478-757-3144 designated on the announcement.
  3. Must be received no later than midnight of the closing date.
  4. Allow 24 hours for faxed documentation to be indexed and uploaded into the Staffing System.
- c. Apply by using any combination of the two above. The two required pieces are Questionnaire and Application or Resume.
- d. Applicants are required to complete a new application for each position they are applying for and to contact the HRO for assistance in completing their application.
- e. Technicians applying for a particular position may submit additional information for consideration by the certifying official prior to certification.

### **20-8 Time Limits:**

The selection process will be concluded within thirty (30) calendar days after vacancy announcement closing date, barring any unforeseen circumstances.

### **20-9 Area of Consideration:**

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

a. Bargaining unit positions:

1. Area One (1): All Bargaining Unit technicians in the 185th Air Refueling Wing/133<sup>rd</sup> Test Squadron.

2. Area Two (2): All members of the 185th Air Refueling Wing/133<sup>rd</sup> Test Squadron, and those eligible for membership.

b. For vacant bargaining-unit positions, the initial area of consideration will be all technicians in the bargaining unit. Vacant bargaining unit positions may be announced concurrently as merit and open. In the event the announcement is concurrent, non-bargaining unit candidates will not be submitted to the selecting official for consideration until those qualified bargaining unit employees, if any, have been given first consideration.

### **20-10 Establishment of KSA Factors:**

The knowledge, skills and abilities factors (KSA) required for the position to be filled will be prepared by management prior to the advertisement of the position.

### **20-11 Processing Applications:**

- a. The Human Resource Office will ascertain that only applications that are delivered on or before the closing date or turned into HRO remote designee prior to close of business (COB) on the closing date are accepted.
- b. Applications for bargaining unit positions will be evaluated against the basic qualifications for the position as stated in the job opportunity bulletin. KSA's are used in the rating and ranking process-not to determine basic eligibility. The evaluation will be a fair and objective process conducted by the HRO staff.

### **20-12 Referral of Candidates:**

Following the evaluation of candidates, the HRO will refer all area 1 candidates to the selecting official. Candidates will be listed on the Certificate of Eligibles (Referral Certificate). Applications and supporting documents submitted by candidates will also be forwarded to the selecting official for each referral certificate submitted.

### **20-13 Selecting Official Actions:**

Selecting officials have the right to select or not select any of the candidates referred to them. This action is included within the thirty (30) day period reserved for the selection process. The selecting official will:

- a. Provide for a fair and impartial interview of each eligible candidate listed on the referral and selection certificate. If personal interviews are not possible telephone interviews will be conducted, if possible. This provides another means of evaluating and comparing and gives eligible candidates a chance to discuss the position and their qualifications.
- b. After interviewing all area 1 candidates, provide written justification to the HRO for the forwarding of area 2 candidates for consideration.
  1. Once justification has been accepted by the HRO, the area 2 candidates will be submitted to the selecting official.
  2. The selecting official will then complete the action in paragraph a, for those area 2 candidates.
- c. If the selection is not made from a candidate in area 1. Any area 1 candidate may request and will be provided by the selecting supervisor information as to an area or areas which could be improved.
- d. If a selection is made from an Area 1 Referral Certificate, the selecting official will sign and return the certificate to the Human Resource Office.
- e. If for some administrative reason the selection process cannot be completed, the HRO will notify the candidates of the delay.

### **20-14 HRO Action:**

- a. The Human Resource Office will notify the individuals on the certificate of the selection or non-selection.
- b. HRO will advise, in writing those individuals who did not meet the qualifications required for the position and will respond to individual inquiries.
- c. Technicians hired in a trainee slot will be informed of the approximate duration of the training necessary to become fully qualified through the Individual Development Plan (IDP). The IDP may refer to the Career Field Education and Training Plan (CFETP) if the CFETP describes all of the training, development and experience required for the individual to be fully qualified at the next higher level. The CFETP or the IDP must include signatures from the individual and the supervisor both when the document is established and when all of the criteria are met.

### **20-15 Release of Selectee:**

After selection for promotion/placement, technicians must be released promptly from their present position. Release may be within two (2) weeks after the selection, either on the 1<sup>st</sup> day of the next pay period, or the fill date specified on the vacancy announcement.

### **20-16 Records Required:**

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

- a. The following records are to be maintained in the HRO:
  1. Copy of the vacancy announcement.
  2. Copy of the select and non-select letters and the Referral Certificate
  3. Copy of all resumes and attached documents.
  4. All forms/documents used in the evaluation and selection process.

Records are to be maintained for a minimum of two (2) years. If a grievance is pending, records will be maintained until resolution.

### **20-17 Grievances:**

- a. Prior to the filing of a grievance the President of the union or their designee will be permitted to post audit all records used as basis for filling any vacancy in the bargaining unit in accordance with the Privacy Act. These records may include those referenced to in section 20-16 above. Appropriate precautions will be taken to protect the privacy of all individuals whose records will be reviewed.
- b. A technician who believes that proper procedures were not followed in a particular placement action for which they were an applicant may present a grievance under the grievance procedures of this contract. A grievance will not be considered when it is based solely on non-selection.
- c. If a grievance concerning merit promotion has been initiated, no action to cancel the vacancy announcement will take place until the grievance has reached formal stage, step 2.

## ARTICLE 21

### POSITION DESCRIPTION

#### **21-1 Position Description:**

Position descriptions will be an accurate listing of the major duties that are required by the employer to be performed by the affected technician(s). When a new or revised Position Description (PD) is implemented, the Labor Organization and the affected technician(s) will receive a copy.

#### **21-2 Other Duties as Assigned:**

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

#### **21-3 Additional Duties and Details:**

It is acknowledged that there are vacancies that exist from time to time that are not or cannot be filled due to management decisions; these duties may be equitably distributed among the remaining work force in the area of concern among qualified Technicians. The Employer agrees to fill bargaining unit vacancies, when possible, that would impact bargaining unit members with additional duties and/or details.

#### **21-4 Policy:**

The Employer will exercise its efforts in good faith, subject to mission requirements, to avoid establishing additional duty requirements that would create unnecessary hardships, potential health hazards or discrimination against any employee or group of employees.

## ARTICLE 22

### JOB PERFORMANCE STANDARDS AND PERFORMANCE RATINGS

#### **22-1 Introduction:**

The Employer and the Labor Organization recognize the vital nature of the performance evaluation process to the entire 185th Air Refueling Wing, Sioux City/133<sup>rd</sup> Test Squadron Air National Guard. The effectiveness of the performance evaluation system is a combined responsibility of each permanent employee and his/her supervisor.

#### **22-2 General:**

This article addresses the Technician Performance Appraisal system applies to bargaining unit members. The purpose of this article summarizes and provides general information as to the applicable rules and regulations concerning performance standards and ratings. (e.g., this agreement and TPR 430)

#### **22-3 Appraisal Period:**

Technicians will be given a performance appraisal annually in accordance with TPR 430. A minimum of 120 days continuous employment with the agency is required before appraisal can be rendered. The established annual appraisal period is 1 October – 30 September.

#### **22-4 Identification of Performance and Critical Elements:**

- a. Technicians are responsible, in cooperation with their supervisor, to participate in the development of performance standards and critical job elements. They should advise their supervisors of the need, if necessary, to revise performance standards and critical elements during the appraisal period.
- b. A complete copy of the performance plan will be provided to the technician at the beginning of the appraisal period and whenever a revision occurs.
- c. Performance plans will be established at the meets standards level of performance.

### **22-5 The Appraisal:**

- a. At the end of the appraisal period management will review the technician's performance appraisal with the technician. The technician has the right to question the appraiser on any aspect of the appraisal.
- b. A technician who is not satisfied with their performance appraisal may contest that individual appraisal through the grievance procedure of this agreement.
- c. Appraisals will not be backdated. If an appraisal cannot be performed on time during the thirty (30) day period following the annual appraisal period the technician will be notified by the supervisor. This notification will include an explanation for the late appraisal. When the late appraisal is accomplished the actual date will be so noted.
- d. A technician may be required to prepare for and support the mission through the accomplishment of duties pertaining to military training, military readiness, force protection and other mission related assignments. These tasks have no impact on the classification of this position and should NOT be addressed in any technician's performance plan.

### **22-6 Unacceptable Performance:**

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, increased supervisory assistance, or additional training. However, if the technician's performance in any critical element continues to be unacceptable, despite efforts by the supervisor or manager to improve performance, consideration should be given to reassignment to another position for which the supervisor feels the technician is qualified before considering demotion or removal action. No action based on unacceptable performance may be taken until critical job elements and performance standards have been identified in writing and the technician has been given a copy of these standards, and the technician has been given at least (30) days to improve his/her performance. Chapter 2 of NGB TPR 430 contains additional guidance.

## ARTICLE 23

### TRAINING

#### **23-1 General:**

- a. Management will utilize, to the fullest extent, the present skills of technicians to enhance their knowledge through on-the-job training and other training measures, so that they may perform at their highest potential and advance in accordance with their abilities.
- b. Selections for a training course established as a condition of promotion eligibility shall be in accordance with the Merit Promotion & Placement Plan.
- c. Military sponsored training for technician job related specialties may be conducted during technician hours.
- d. The Labor Organization and Management agree to encourage technicians to participate in self-development activities in order to better qualify themselves in their work or profession, or contribute to their general overall growth and enactment as individuals.
- e. When advance knowledge of the impact of pending changes in function, organization, and mission is available, it shall be the right of the Employer to plan for the maximum retraining of employees involved.
- f. The Employer agrees to give maximum possible advance notice to the Labor Organization in regard to the installation of any new equipment, machinery, or process which result in changes of work or require additional training.
- g. The Employer may, to the maximum extent possible, establish and provide for training opportunities including on-the-job retraining. The Employer will identify areas of skill in which scarcities exist and insure that all employees are informed of these areas.
- h. Supervisors will identify those situations in the specific work environment that training can aid in achieving defined objectives and goals of the Employer. Available training programs will be discussed with the employees who would normally be eligible for such training.

- i. An IDP is a plan to identify specific training, development and goals pertinent to a technician's position. <http://iako.ia.ngb.army.mil/public/hro/tech/Pages/Training.aspx> Managers and supervisors working with the Employee Development Specialist will establish IDPs for technicians. An IDP is required for technicians employed below the full journeyman (trainee) level (The IDP may reference the CFETP, see Article 20-14). Managers and supervisors are encouraged to use IDPs for all employees newly assigned to a technician position (i.e. new hires, promotions, reassignments). Additionally, IDPs are recommended for all technicians.

## ARTICLE 24

### HEALTH, SAFETY AND WELFARE

#### **24-1 General:**

Management will continue to make every reasonable effort to provide and maintain safe working conditions. The Labor Organization will cooperate in safety matters and encourage technicians to work in a safe manner. The Labor Organization and technicians will also assist by promptly reporting to the supervisors any unsafe practices or conditions, by suggesting methods of improving safety conditions. It is acknowledged that certain tasks necessarily performed involve a degree of hazard, therefore management may make every reasonable effort to provide any necessary safety and health briefing and/or training before it assigns duties that may reasonably be considered hazardous to an employee's health and safety.

#### **24-2 Adverse Weather:**

- a. The Employer and the Labor Organization mutually recognize the hazards of working in extremely cold or hot temperatures, while at the same time acknowledge the necessity for accomplishing certain tasks to varying extent even in the most extreme temperatures. It is acknowledged that it is the responsibility of each technician to insure the adequacy of cold weather gear that is worn, and to make full and proper use of all such protective equipment prior to venturing out into extreme temperatures. Authorized foul/cold weather protective gear will be furnished by the Employer at no cost to the technician.
- b. It is accepted that tolerances to extreme temperatures vary between individuals. Therefore, common sense along with the guidelines from the 185<sup>th</sup> Air Refueling Wing OI 91-103 will be followed.

#### **24-3 Safety Survey:**

A Labor Organization representative shall be given, on official time, the right to be present during each safety council meeting. This does not include aircraft accident investigations.

#### **24-4 Use of Government Equipment:**

Government equipment will be operated in a safe manner consistent with all applicable laws and regulations to insure the safety and health of all technicians. Unsafe equipment will be removed from service until repaired. Speed limit restrictions will be strictly adhered to. Safety requirements and directives will be rigidly enforced.

#### **24-5 Workers Compensation:**

Employees shall immediately report job connected injuries or illnesses to their supervisors. A designated representative, with the employee, shall insure that the proper procedures are followed and that all necessary forms and notices are completed. If necessary, the proper federal employee compensation forms will be completed. Early filing of a workman compensation claim form is essential to assure full coverage for any job related injury or illness. When the employee is incapacitated and unable to notify the supervisor of injury or illness it shall be the designated representatives responsibility to begin procedures as soon as notification is forthcoming. For situations involving federal workers compensations, the Employer agrees to assign a coordinator to assist the employee with the necessary procedures. Employees will be fully advised by the Employer as to their rights and obligations under the Federal Employees Compensation Act. Technicians may be entitled to a continuation of pay status (COP) for a period not to exceed forty-five (45) days for any incapacitating injury or recovery period as necessitated by a doctor.

#### **24-6 TDY Safety:**

When technicians are sent TDY for a reason, full consideration will be given to safety aspects of any job to be performed. When technicians are sent to repair an aircraft or other equipment out of commission at other than home station, full consideration will be given by the Employer to the method, the means, and the appropriate number of personnel by which such repair should be accomplished, to insure both expeditious job accomplishments and safety of personnel.

#### **24-7 Wear of The Military Uniform:**

To enable the employee to comply with the employer's requirement for wear of the military uniform, the employers will furnish four (4) R-ABU uniforms to each bargaining unit employee. Career fields that require fire protection will be furnished four (4) 100% cotton uniforms. The employer will furnish or replace uniforms that are ready to wear at no cost to the employee. An independent contractor will accomplish this sewing. The employer will provide for cleaning or replacement of uniforms and other duty clothing that is contaminated, (i.e. jet fuel, hydraulic fluid), during their performance of the employees duty. Ready to wear Uniforms that are of the proper size, with all appropriate rank, insignia, patches and other required cloth attachments properly sewn on.

#### **24-8 Safety Glasses and Protective Equipment:**

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 a current eye glass prescription and new prescriptions as his/her vision changes. All issued safety glasses broken on the job will be replaced at no cost to the technician. The individual may at his/her option, select either plain or tinted lenses. All protective clothing and equipment authorized by applicable regulations and TA's will be provided by the Employer at no cost to any technician.

#### **24-9 Video Display Terminals:**

Video display terminals (VDT) have been determined to be the cause of severe eye strain and other physiological problems. Therefore employees concerned with the operation of a VDT is authorized periodical relief from exposure. If eye problem and/or physiological problem occurs the employer will provide the care necessary to correct the problem in accordance with workman's compensation procedures.

#### **24-10 Hazard Reporting:**

- a. A hazard may be reported by any person and may be submitted on any event or condition that affects safety.
- b. Reportable hazards include but are not limited to procedures, practices, or conditions in the following areas:
  1. Ground operation and maintenance of aircraft.
  2. Operation and maintenance of facilities.
  3. Training and education programs.
  4. Work environment.
- c. Hazards should be reported to the responsible supervisor so action can be taken. Oral reports for imminent danger situations are mandatory. If conflicts arise, the safety office and the Labor Organization will be immediately notified. If the hazard is eliminated on the spot, no further action is required. If the hazard is not or cannot be corrected within work center, an AF Form 457, Hazard Report, will be prepared and given to the section supervisor. Hazard reports may be submitted anonymously directly to the safety office.
- d. The safety office will review and evaluate the report IAW AFI 91-202 and AFI 91-301.
- e. If after review and processing of the report by the safety office, the originator is not satisfied, he/she may appeal IAW AFI 91-301.
- f. The term "Imminent danger" refers to any condition or practice in any work place which could reasonably be expected to cause death or serious physical harm (a risk of injury of any sort is not sufficient) immediately or before there is sufficient time for the situation

to be eliminated through normal procedures. If the hazard presents imminent danger, the supervisor or individual responsible for that area will take immediate action to correct the situation or apply interim control measures. If the employee is still concerned with imminent danger, one of two choices is chosen:

1. Set aside the concern and perform the work anyway.
  2. Disobey the order to work and risk disciplinary action.
- g. Continued refusal by the employee at this point may be justified, if there is imminent risk of death or serious bodily injury coupled with a reasonable belief that there is insufficient time to seek effective redress through normal hazard and reporting procedures.

**24-11 Physical Fitness Training:**

Allowing for job requirements, Technicians may be permitted to participate in physical fitness programs in accordance with the Adjutant General's Policy letter dated 12 March 2015.

**24-12 Radios:**

Management agrees to allow the playing of radios in work areas, i.e. shops, warehouse, and office, with discrimination, as long as they are played in such a manner as not to disturb work or cause a noise disturbance.

## ARTICLE 25

### ENVIRONMENTAL DIFFERENTIAL PAY

#### **25-1 EDP Requests:**

- a. Environmental Differential Pay (EDP) will be paid as outlined in current regulation when technicians are exposed to the severe natures of hazards, physical hardships, or working conditions. It is recognized that all measures have been taken to eliminate or reduce the dangers or risks which contribute to, or cause the hazard, physical hardship, or working condition. The existence of EDP differentials is not intended to condone work practices which circumvent Federal Safety Laws, rules and regulations. The following are agreed to as conditions presently warranting EDP, but are not all inclusive. Future EDP authorizations will be negotiated on a case by case basis and added as an addendum to the agreement.
- b. Technicians will be paid at the rate outlined in current regulations.

## ARTICLE 26

### DISCIPLINE

#### **26-1 General:**

- a. This article applies to matters of CONDUCT only; actions that relate to JOB PERFORMANCE will be accomplished in accordance with the agency performance appraisal system and any contract supplements. It is acknowledged that in some cases, disciplinary actions are necessary; and should be of a constructive nature, and be applied fairly and equitably. Disciplinary actions will be taken for just and sufficient cause only and be in accordance with applicable regulations and this article.
- b. The parties recognize that discipline may be “progressive” in nature (i.e. Actions may start with counseling and only get tougher if conduct does not improve.) Disciplinary action will be taken for the purpose of correcting offending technicians and problem situations and maintaining discipline and morale among other technicians. Where corrective action can be accomplished through closer supervision, on-the-job training counseling, or warnings, further disciplinary actions may not be taken. It is recognized by both parties that serious infractions may require more severe initial disciplinary action.
- c. In order to be effective, constructive discipline must be timely, therefore it must be initiated within a reasonable amount of time after the offense becomes known to the immediate supervisor.
- d. Disciplinary action will be IAW TPR 752 and any other procedures and requirements prescribed in this article.

#### **26-2 Representation:**

- a. When the intention of any discussion may lead directly to disciplinary or adverse actions, the technician will be advised in writing of the right to be represented by counsel and/or a Labor Organization representative prior to that discussion. The following format will be used for written notification purposes:

As per the current collective bargaining agreement. When the intention of any discussion may lead directly to disciplinary or adverse actions, the technician will be advised in writing of the right to be represented by counsel and/or a Labor Organization representative prior to discussion. This is your written notification of that right.

I understand my contractual right to Labor Organization representation and I hereby waive that right. I also understand that this waiver does not affect my right to counsel and that this waiver applies only to the current infraction and the discussion at hand.

- b. If the employee accepts representation, the interview may be delayed, when required, to provide sufficient time for a representative to be present. If the technician chooses not to have Labor Organization representation that waiver must be in writing. The Labor Organization may request a copy of this waiver.

### **26-3 Non-Disciplinary Action:**

- a. Counseling: This type of action will consist of a counseling interview with the technician by their immediate supervisor or designated representative. The technician will be advised of the specific infraction or breach of conduct and exactly when it occurred.
- b. Oral admonishments: Oral admonishment is a non-disciplinary action that warns a technician to desist from a certain course of action. Oral admonishments should take place in as private of place as possible and in an appropriate form necessary to correct the technician. The supervisor will advise the technician of his right to Labor Organization representation prior to the questioning and presentation of the admonishment.
  1. If, after discussing the facts with the technician, the supervisor feels that an oral admonishment is not warranted, he will tell the technician that the issue has been resolved without the need for disciplinary action.
  2. Oral admonishments will be annotated (date and subject) on the Supervisor's Employee Brief (page 2) (formally done on NGB Form 904-1). The supervisor will annotate on the Supervisor's Employee Brief (page 2) a retention period for the oral admonishment (not more than 180 days providing the situation has improved) at which time it will be removed unless relevant to a continuing or recurring problem. The employee will be informed either way, and if the admonishment is to stay in the record, a new retention period will be annotated.
  3. An appeal of an oral admonishment may be made through the negotiated grievance procedure. A successful appeal would cause any record of the admonishment to be deleted.

### **26-4 Disciplinary Action:**

- a. Written Reprimand: A letter of reprimand is issued when oral admonishments have proven ineffective. The supervisor must comply with TPR 752 when issuing a written reprimand. Some of the more important aspects of TPR require the supervisor to:
  1. Get all the relevant facts. Discuss them with the technician and give the technician an opportunity to express views or provide explanations.
  2. Described the violation in enough detail so the technician understands why the reprimand is being given.
  3. Tell the technician how long (provide actual date) the reprimand will be filed as a temporary document in the Official Personnel Folder (OPF).
  4. Inform the technician the reprimand may be grievable.
  5. Include a warning that further offenses could result in suspension, change to a lower grade or removal.
  6. Clear the letter through HRO for procedural accuracy prior to issuance.

- b. To protect the confidentiality of the records (Supervisor's Employee Brief) and to preserve the privacy of the individual, records will be maintained at the lowest level of supervision excluded from the bargaining unit. Access to the records will be limited to management/technicians concerned and to individuals to whom the technician has given written permission.

**26-5 Adverse Actions:**

- a. Adverse action is an administrative action that results in suspensions, change to lower grade or removal.
  - 1. There must be a reason for taking adverse action; that reason is commonly referred to as a "cause" and is defined as "an offense against the employer – employee relationship." What constitutes a "cause" is a decision that must be made on the merits of each situation.
  - 2. Having a "cause" is not sufficient to warrant an adverse action. Management must also conclude that taking an adverse action will promote the efficiency of the service. This is done by establishing a relationship between the "cause" and its impact or effect upon the efficiency of the service (i.e., the technician's ability to perform their duties; the agency's ability to fulfill its mission, etc.)
- b. Adverse actions will be administered in accordance with TPR 752. The following will be the sequence of events for an adverse action as required by TPR 752.
  - 1. Technicians will be given at least a thirty (30) day notice of proposed termination and fifteen (15) day notice of proposed suspension or reduction in grade signed by the individual proposing the action.
  - 2. The technician or his/her representative will be given the opportunity to reply to the charges, in writing and/or in person, to the deciding official.
  - 3. The technician will be given a Notice of Original Decision signed by the deciding official that will state the specific action being taken. Upon receipt of the decision the technician has twenty (20) calendar days to file for an appellant review by the Adjutant General or an Administrative Hearing conducted by a National Guard hearing examiner, but not both.
    - a. Technicians requesting an appellant review shall state their dissatisfaction and include with the appeal any proof or other supportive documents. The appeal letter will also include whether or not the individual requests representation.
    - b. If the technician requests a hearing, the HRO will submit a written request to NGB-TN for a list of examiners, in turn; the NGB-TN will provide the Adjutant General a list of hearing examiners from which the Adjutant General will make a selection. A letter will be sent to the appellant advising him/her of the name of the hearing examiner.

- c. The hearing will be before the selected hearing examiner who will provide a recommendation to the Adjutant General. The Adjutant general will consider the recommendation in making the final decision.
- c. An Adverse Action will be carried out and the action upheld in accordance with 32 USC 709f. In the event of a successful appeal, back pay will be reimbursed in accordance with 5 U.S.C, Sec 702, and Sec 5596b.
- d. An investigatory interview may be delayed not more than three days so that Labor Organization representation can be arranged.

**26-6 Records:**

- a. In any disciplinary action, an employee will, upon request, be furnished a copy of all written documents in the employee files which contain evidence used by the Employer to support the disciplinary action.
- b. No written entry will be made in an employee's files without the knowledge of the employee. The employee may initial the entry if desired. The employee's initials acknowledge that the employee KNOWS that an entry was made, but in no way may initialing the entry be considered as an agreement with the entry or an admission of guilt.
- c. Disciplinary action entries in an employee's file are administered and maintained in accordance with TPR 752.

## ARTICLE 27

### TECHNICIAN TRAVEL

#### **27-1 Authorization:**

All travel on military type aircraft shall be those employee and persons authorized to do so under DOD Directives 4515.13-R, which governs that type of travel. Employees authorized to utilize their own privately owned conveyance while on TDY will be paid mileage in accordance with the JTR.

#### **27-2 Per Diem:**

Per Diem for travel or temporary duty as a technician shall be paid at the maximum rate in accordance with the applicable Joint Travel Regulations.

#### **27-3 Special:**

Any person traveling by a mode of transportation other than the authorized means shall be paid Per Diem only for the constructive travel time of the mode authorized. All other time used will be in an authorized leave status. An employee with a medical certification prohibiting air travel shall not be required to travel by aircraft and may use other methods of transportation, and is not bound by the above restrictions.

#### **27-4 Seven (7) Days Notice:**

Each employee shall be given a minimum of seven (7) day notice of travel requirement, if possible.

## **ARTICLE 28**

### **WAGE SURVEY**

#### **28-1 Labor Organization Participation:**

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

## ARTICLE 29

### CLASSIFICATION ACTIONS

#### **29-1 General:**

- a. It is agreed that before management assigns an effective date for any downgrade resulting from reclassification, management will, after impact bargaining, provide the affected technician with:
  1. A notice, no less than (30) days in advance of the effective date.
  2. A copy of the new position description or the current position description if no changes are being affected. (attachment to (1) above)
  3. Upon request, the OPM/Civil Service Classification Standards that the position was graded.
  4. Further information, knowledge and assistance on rights and appeal preparation.

NOTE: The above actions will be implemented prior to the effective date but no later than thirty (30) days prior to the effective date.

- b. If any position is downgraded with a substantial change of duties and job number, it will be determined during impact and implementation bargaining what procedures will be used to accomplish the action. In all other cases downgrades resulting from reclassification will invoke a priority placement program that will precede normal merit placement procedures.
- c. Personnel actions resulting directly from reclassification may be taken after management and the Labor Organization have met to negotiate the impact of the proposed action(s). The parties will meet within one (1) week after advance notice of the action(s) is provided to the Labor Organization.
- d. The technician may request an onsite audit or survey of the duties being performed, to be accomplished by the HRO and immediate supervisor. Such request must be submitted prior to the impact meeting between the parties. This audit or survey shall take place before the effective date of the proposed requirements of this audit or survey.
- e. The Employer will not utilize classification actions for the purpose of either awards or punishment.
- f. During the grade retention period (2 years) if a vacancy of equal or intervening grades exists for which the technician is fully qualified, the technician may be offered the position. For any other positions that become available that no one on the retention roster is fully qualified for, the merit promotion plan will be utilized.

**ARTICLE 30**  
**REDUCTION-IN-FORCE**

**30-1 General:**

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

**30-2 Procedures:**

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

**30-3 Definitions:**

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

2. Group II: Permanent technicians who are serving a trial or probationary period. This category includes competitive service technicians with career conditional status and excepted service technicians who have not completed their trial period. Competitive service technicians under career appointments who must serve a probationary period are also in Tenure II.
  3. Group III: technicians who serve under indefinite appointments in the excepted service.
- e. Retention Registers: A list of competing technicians within a competitive level grouped by tenure groups I, II, and III in descending order. Within each tenure group, technicians are listed in order of their retention standing.
1. With a Pass/Fail evaluation system, a technician evaluation score of 5 will be assessed to a "Pass" rating. A score of 0 will be assessed to a "Fail" rating. The three most current performance appraisals on record will be used to determine retention standing. To compute the retention standing, use the average score of the last three official performance appraisals plus 185<sup>th</sup>/133rd Technician gate time (continuous 185<sup>th</sup>/133rd Technician time only). TPR 300/351 will serve as guidance in determining the retention standing.
  2. The service computation date (SCD) will be used as a tie-breaker if two or more technicians in the same tenure group have the same retention score. Technician service date (TSD) will only be used as a second tie-breaker in the event that two or more technicians have the same retention standing and service computation date.
  3. Once authority for a reduction in force has been received, receipt of a new performance appraisal will not affect the technicians standing in the current reduction in force.

**30-4 Furloughs:**

Furloughs will be conducted I.A.W. TPR's 715, 752, & 300 (351).

## ARTICLE 31

### GRIEVANCE PROCEDURES

#### **31-1 General:**

Civilian Technicians within the bargaining unit are required to use this agreed to grievance procedure as the sole means of resolving all complaints covered by this article.

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

A grievance will be formally presented when the employee or Labor Organization become aware of the events that constitutes the grievance.

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

#### **31-2 Definitions:**

A grievance is:

- a. Any complaint by any employee concerning any matter relating to the employment of the employee.
- b. Any complaint by the Labor Organization concerning any matter relating to the employment of any employee.
- c. Any complaint by any employee, 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.

#### **31-3 Representation:**

The Labor Organization is assured the right to represent itself and/or each and any employee in the bargaining unit in the presentation and processing of any grievance.

#### **31-4 Exclusions:**

It is agreed that this negotiated procedure is a full coverage procedure except for those matters specifically excluded by 5 U.S.C. 71 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 5 U.S.C. 7532.
- 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.

#### **31-5 Exclusive Procedure:**

The Employer and the Labor Organization agree that this negotiated procedure is the exclusive procedure available to the Labor Organization and the employee(s) in the bargaining unit for the processing of any grievance.

#### **31-6 Employee Rights:**

- a. All employees 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 employee(s) or Labor Organization grievances. In exercising this right, the employee(s) and the representative will be free from restraint, coercion, discrimination, or reprisal.
- b. EEO complaints will be processed I.A.W. 5 U.S.C. 7121(d).

#### **31-7 Grievance File:**

A grievance file will be maintained by the HRO.

#### **31-8 Presenting a Grievance:**

- a. A grievance must be presented using the agreed to grievance form which is included as part of this article.
- b. The Labor Organization has the right, on its own behalf or on the behalf of the bargaining unit employee(s), to present and process grievances.

- c. If an employee or group of employees elect to present their grievance without the assistance of the Labor Organization, adjustments of the grievance will not be inconsistent with the provisions of this agreement.
- d. The appropriate supervisor or manager involved will notify the Labor Organization of grievance proceedings and inform them of the time and place of such proceedings. The point of contact will be the Chapter President or their designated representative.

**31-9 Official Time:**

Official time, without charge to leave, will be afforded in accordance with the following:

- a. To the employee to discuss, informally, with his/her first line supervisor and/or their labor organization representative, any dissatisfaction the employee may have.
- b. To a Labor organization representative to discuss informally or formally with the appropriate management official any complaint the Labor Organization may have concerning matters under this agreement.
- c. To the employee and the designated Labor Organization representative for preparing, presenting and processing the grievance.

**31-10 Employee Grievance:**

- a. It is agreed that settling of problems may be accomplished verbally before becoming formal. At this informal stage, the employee and the representative would meet with the supervisor/manager concerned and an attempt will be made to resolve the issue(s) that caused the grievance. This step is encouraged by both the employer and the Labor Organization.
- b. If a settlement cannot verbally be agreed to, the formal grievance form will be reviewed and signed by the supervisor/manager and the following procedure will be utilized.

**Step 1**

The grievance will be prepared in writing, utilizing the agreed to form. The grievance will be presented to the appropriate Director, who will provide an information copy of the grievance to the HRO. The grievance and information will be discussed at the time of presentation of the grievance. The Director will provide a determination of settlement, in writing, to the grievant and the Labor Organization within five (5) working days.

**Step 2**

If, after receipt of letter from the Director, the grievant is dissatisfied with the settlement offered at step one, an appeal may be made to the Air Commander within five (5) working days. The grievance and information will be discussed at the time of the appeal presentation. The Air Commander will provide a determination of settlement, in writing, to the grievant and the Labor Organization within (5) working days.

### **Step 3**

If the grievance is not satisfactorily settled as a result of the actions under step two, the employee or the bargaining unit may, within five (5) working days, submit the grievance in writing to the Adjutant General of Iowa for their consideration. The Adjutant General or their appointed representative will meet the concerned parties and will submit a decision within ten (10) working days after receipt of the grievance. The time limits described herein may be extended upon mutual agreement.

### **31-11 Labor Organization Grievance Process:**

- a. Labor Organization initiated grievances will name the Air commander (ANG) as respondent, unless the grievance is against the HRO or Adjutant General, who will be named as the respondent. The Labor Organization agrees to consider an attempt to informally resolve the grievance at an appropriate level prior to formal presentation.
- b. The following procedures will be utilized for all Labor Organization grievances.

#### **Step 1**

The grievance will be prepared in writing and submitted to the named respondent. The event(s) leading to the grievance may be discussed at the time of the presentation of the grievance. The respondent will provide a decision, in writing, within seven (7) calendar days, to the Labor Organization Chapter President.

#### **Step 2**

If the Labor Organization is dissatisfied with the decision at step one, an appeal will be forwarded to TAG (if required) within fifteen (15) working days. The Labor Organization will be provided a decision within seven (7) working days. If TAG does not sustain the grievance a reason in writing will be provided to the Labor Organization.

### **31-12 Right to Information:**

If a grievance is denied, management may supply the Labor Organization with any investigation reports and/or documents relied on in the original action in accordance with applicable laws, rules and regulations. This is to insure the Labor Organization has all the necessary information for a determination to invoke the provisions of paragraph 31-13.

### **31-13 Arbitration Procedures:**

- a. The right of appeal which may exist with respect to clause (1), (2), (3), or (4) of Section 709(f) Public Law 90-486 shall not extend beyond the Adjutant General.
- b. Arbitration may be used to settle unresolved grievances.
- c. Only the Labor Organization or the Employer may invoke the provisions of this section.

- d. If either party questions whether this matter can be arbitrated, because of alleged conflicts with applicable existing law or circumstance(s), the arbitrator will simultaneously hear the questions of arbitrability and the merit(s) of the case. The arbitrator will then rule on the question of arbitrability and when applicable, the subsequent question(s) on the merits of the case.

**31-14 Arbitrator Selection:**

- a. When arbitration is invoked, the party invoking arbitration may request a list of seven arbitrators from the Federal Mediation and Conciliation Service (FMCS) and concurrently inform the other party of its intent.
- b. 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 hear the grievance.
- c. If either party fails to participate in the selection process, the arbitration action will proceed with the requesting party accomplishing the selection. The parties agree that if the selected arbitrator is unavailable to hear the grievance within thirty (30) days the parties may select a new arbitrator using the above procedures.

**NOTE:** If the chosen arbitrator cannot hear the case within thirty (30) days the intent of Section 14 is to allow the parties to select from the remaining names on the list or request a list of seven additional names.

**31-15 Arbitration Expenses:**

Expenses incurred for the arbitrator will be shared equally by the employer and the Labor Organization. If a transcript is required or used during the arbitration proceedings, management agrees to pay for any costs that might be incurred. Upon request, a copy of the transcript will be provided to the Labor Organization with no charge.

**31-16 Date and Location:**

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

**31-17 FLRA Exceptions:**

The parties understand the Federal Labor Relation Authority has promulgated regulations providing for filing of exceptions to an arbitrators award. The period for filing of exceptions is not later than thirty (30) days after receipt of an award. It is understood that if no exceptions to an award are filed during this thirty (30) day period, the award shall be final and binding, effective on the thirty first (31<sup>st</sup>) day.

**31-18 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.

**31-19 Grievance Form:**

Grievance Form.

<b>GRIEVANCE FORM – HAWKEYE CHPT. 75</b> <b>A.C.T.</b>
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<b>1.GRIEVANT’S NAME:</b>	<b>2.POSITION:</b>	<b>3.DATE:</b>
<b>4.SHOP/OFFICE:</b>	<b>5. UNIT / WORK SITE AND DUTY DSN PHONE #:</b>	
<b>6.HOME ADDRESS:</b>	<b>7.HOME PHONE:</b>	
<b>8.GRIEVANCE PRESENTED TO:</b>	<b>9.DATE AND TIME OF INCIDENT</b>	<b>10.UNION REPESENTATIVE: Hawkeye Chapter 75 of A.C.T</b>
<b>11.GRIEVANCE AGAINST: (NAME, TITLE, PHONE NUMBER)</b>		
<b>12.STATE VIOLATIONS of LAW, RULE, REGULATION and/or CBA ARTICLE:</b>		
<b>13. DETAILS OF GRIEVANCE: State in detail the incident/action on which this grievance is based. Providing names, dates and locations as applicable (attach separate sheet(s) if required).</b>		

**GRIEVANCE FORM – HAWKEYE CHPT. 75**  
**A.C.T. (page 2)**

**14. SPECIFIC REMEDY / RELIEF REQUESTED: (attach separate sheet(s) if required)**

**NOTE: FOR UNION REPRESENTATIVE CONTACT YOUR LOCAL STEWARD OR HAWKEYE CHPT. OF A.C.T. 712-233-0702**

**15. UNION REPRESENTATING:**  
**Grievant Signature:**

**16. UNION *NOT* REPRESENTATING:**  
**Grievant Signature:**

**17. ASSIGNED UNION REPRESENTATIVE BY HAWKEYE CHAPTER OF A.C.T: (name)**

**Printed name of Representative** \_\_\_\_\_

**Signature of Representative** \_\_\_\_\_ **Date signed** \_\_\_\_\_

**Printed name of Representative** \_\_\_\_\_

**Signature of Representative** \_\_\_\_\_ **Date Signed** \_\_\_\_\_

**GRIEVANCE FORM – HAWKEYE CHPT. 75  
A.C.T. (page 3)**

<b>18. INFORMAL DISCUSSION: (date and name of participants) (optional)</b>	<b>initials</b>
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**19. OFFICIAL GRIEVANCE STEPS: (date, name, signature, and attach decisions, remedy, relief)**  
**Note: Grievance must be filed within 20 working days from knowledge of incident.**

**RECORD OF RECEIPT: (signature and date)**

**Step 1**  
Management: \_\_\_\_\_ Date: \_\_\_\_\_

Returned to Union: \_\_\_\_\_ Date: \_\_\_\_\_

**Step 2**  
Management: \_\_\_\_\_ Date: \_\_\_\_\_

Returned to Union: \_\_\_\_\_ Date: \_\_\_\_\_

**Step 3**  
Management: \_\_\_\_\_ Date: \_\_\_\_\_

Returned to Union: \_\_\_\_\_ Date: \_\_\_\_\_

**STEP 4 Date referred to Arbitration : Date: \_\_\_\_\_**  
**Date settled:                      Date: \_\_\_\_\_**

**NOTE: THE ORIGINAL COPY IS TO GO FORWARD.**

## ARTICLE 32

### IMPACT BARGAINING

#### **32-1 Appropriate Matters for Impact and Implementation Bargaining:**

In accordance with 5 U.S.C. 71 the Labor Organization will be afforded its right to request Impact and implementation (I&I) bargaining on conditions of employment, to include personnel policies and practices and matters affecting working conditions.

#### **32-2 Meetings:**

- a. Upon notification by management, the Labor organization agrees to meet and confer as soon as practicable, date and time will be by mutual consent. All meetings will take place during normal business hours.
- b. The Employer and the Labor Organization agree to render decisions on issues not resolved at the meetings, within ten (10) working days unless it is mutually agreed otherwise.
- c. Consistent with the above, and with the authority to do so, the Employer agrees not to make changes in personnel policies, practices and working conditions, without prior negotiations/negotiations/consultations with the Labor organization.

**ARTICLE 33**  
**TECHNICIAN ID'S**

**33-1 Purpose:**

The purpose of this article is to provide a means of personal identification for technician employees.

**33-2 Personal Identification:**

Upon request, all bargaining unit technicians may be issued a DEERS Civilian Identification Card.

## ARTICLE 34

### SUPERVISOR'S WORK FOLDER

#### 34-1 Supervisor's Work Folder:

- a. Supervisor's Work Folders will be kept I.A.W. 5 C.F.R. 293. Employees have the right to see their Supervisor's Work Folder.
- b. Discipline will be recorded on the Supervisor's Employee Brief (page 2) I.A.W TPR 752. The employee may initial entries on the Supervisor's Employee Brief (page 2). Initialing is acknowledgement of receipt not an admission of guilt. A Supervisor's Employee Brief (page 2) will be destroyed upon the expiration date unless there is continuation or repetition of the misconduct before that expiration date.
- c. Items prohibited from the Supervisor's Work Folder are:
  1. Copies of the SF50 – other than the electronic record maintained in My Biz and MyWorkplace.
  2. Security investigative records or reports.
  3. Pre-employment vouchers or telephone inquiry notation.
  4. Letters of indebtedness which have no bearing on a technician's ability to perform his/her duties or the reputation of the National Guard.
  5. Medical records.
  6. SF181, Race and National Origin Identification, or SF 256, Self-Identification of Handicap.
  7. Photographs of personnel.
  8. Training certificates.
  9. Resumes.
  10. Personal notes.

## ARTICLE 35

### AGREEMENT ADMINISTRATION

#### **35-1 Effective Date:**

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

#### **35-2 Agency Approval:**

- a. The head of the Agency shall approve the agreement within thirty (30) days from the date the agreement is executed by the parties if the agreement is in accordance with the provisions of applicable law, rule, or regulation.
- b. If the head of the Agency does not approve or disapprove the agreement within the thirty (30) day period, the agreement shall take effect and be binding on the Employer and the Labor organization subject to the provisions of applicable law, rule or regulation.

#### **35-3 Agreement Duration:**

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

#### **35-4 Agreement Precedence:**

Upon approval, this collective bargaining agreement takes precedent over any conflicting provisions in Agency regulations with respect to conditions of employment, as defined in 5 U.S.C. 71, which predate, as well as those that postdate this agreement.

#### **35-5 Agreement Amendments/Supplements:**

- a. This agreement may be subject to amendments or supplements during the agreement lifetime under one of the following procedures:
  1. Annually, during the anniversary month of the agreement, either party to this agreement may submit up to three (3) subjects for negotiations for the purpose of supplementing this agreement with provision not covered by or contained within this agreement.
  2. When agreement provisions require amendment due to changes in law that affect the provisions of this agreement.
  3. Either party may initiate negotiations at the midpoint of this agreement, after service of notice no later than sixty (60) days prior to the midpoint of this agreement.
  4. At any time, by mutual consent, for the purpose of amending or providing supplement to this agreement.

- b. A request for an amendment or supplement to this agreement by either party shall be in writing setting for the need or reason for the proposed change and a summary of the change.
- c. Representatives of the Employer and the Labor Organization will meet within thirty (30) days to commence negotiations of the proposed amendment or supplement, unless a later date is mutually agreed upon. No changes other than those specified in the summary will be considered.
- d. Approval of an amendment or supplement to the agreement will be accomplished in the same manner as provided for approval of the basic agreement, if required.

**35-6 Negotiating A New Agreement:**

- a. Negotiations for new Memorandum of Understanding (MOU) will commence no earlier than 120 calendar days or no later than 60 calendar days prior to the termination of this agreement.
- b. Representatives of the employer and representatives of The Association of Civilian Technicians will meet to initiate a MOU establishing a start date of negotiations and the ground rules for the conduct of negotiations prior to start of negotiations.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2015

**FOR MANAGEMENT**

**FOR THE LABOR ORGANIZATION**

\_\_\_\_\_  
**CHIEF  
NEGOTIATOR**

\_\_\_\_\_  
**CHIEF  
NEGOTIATOR**

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