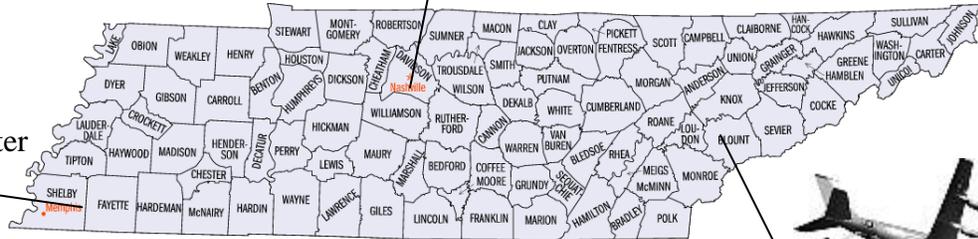




Music City Chapter



Pyramid on the River Chapter



Smoky Mountain Chapter



LABOR MANAGEMENT AGREEMENT
BETWEEN
ASSOCIATION OF CIVILIAN TECHNICIANS
AND
TENNESSEE AIR NATIONAL GUARD

31 July 2008

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PREAMBLE

1. Pursuant to the policy set forth in Public Law 95-454, and subject to all current and future applicable statutes and regulations, the parties agree that the following articles constitute a Labor Management Agreement (LMA) by and between The Adjutant General (TAG) of the Tennessee National Guard, hereinafter referred to as the Employer, and Music City Chapter, Pyramid on the River Chapter, Smoky Mountain Chapter, Tennessee Air Chapters Association of Civilian Technicians, hereinafter referred to as the Labor Organization (LO).
2. This Agreement identifies the mutual covenants of the parties hereto, which have the intention and purpose to:
 - a. Promote and improve the efficient administration of the Federal service and the well-being of technicians within the meaning of PL 95-454.
 - b. Provide the highest degree of efficiency and productivity necessary to carry out the mission of the Tennessee Air National Guard.
 - c. To establish a basic understanding relative to personnel policy, practices and procedures and matters affecting other conditions of employment within the jurisdiction of The Adjutant General.
 - d. To provide means for amicable discussion and adjustment to matters of mutual interest.
 - e. Promote technician communications and information of personnel policy and procedures.

3. The State Chairman will represent all local Chapter Presidents in dealings with the TAG, Tennessee National Guard Human Resource Office and the State Labor Relations Specialist (LRS). This does not preclude Chapter Presidents from dealing with the TAG, the HRO or the State LRS for their own local issues.

4. ACT Chapter #114 (Smoky Mountain Chapter) shall represent bargaining unit members at both McGhee Tyson and Chattanooga bases. ACT Chapter #115 (Pyramid on the River) shall represent bargaining unit members of the 164th. ACT Chapter #116 (Music City Chapter) shall represent bargaining unit members of the 118th and bargaining unit members at Houston Barracks. Exceptions may be granted by the LRS due to deployment(s) or other circumstances.

ARTICLE 1

GENERAL PROVISIONS

Section 1-1 BARGAINING UNIT:

The Association of Civilian Technicians is the exclusive representative for all bargaining unit members employed by the Tennessee Air National Guard, with the exception of management officials, supervisors, professional technicians and technicians described in 5 USC Chapter 71 Section 7112 (b) (2), (3), (4), (6), and (7).

Section 1-2 LMA ENFORCEMENT:

The LO and Employer recognize the joint responsibility for the administration and enforcement of this LMA. The parties agree not to harass, coerce, reward, or encourage technicians to violate this LMA.

Section 1-3 LMA DISTRIBUTION:

The LMA will be posted in PDF format on the State HRO web site no later than 30 days after the effective date, and hard copies furnished to new employees by LRS upon request.

Section 1-4 GENDER REFERENCES:

It is agreed that for the purpose of this LMA, reference to the word "he" is intended to include both the masculine and feminine genders, unless otherwise specifically addressed therein.

ARTICLE 2

LABOR MANAGEMENT RELATIONS

Section 2-1 MANAGEMENT RIGHTS / RESPONSIBILITY:

1. In accordance with the Civil Service Reform Act, Public Law 95-454, nothing in this LMA shall affect the authority of any management official of the Agency:

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

b. In accordance with applicable laws:

(1) To hire, assign, direct, layoff, and retain technicians in the unit, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such technicians;

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

(3) With respect to filling positions, to make selections for appointments from:

(a) Among properly certified candidates for promotion; or

(b) Any other appropriate source; and

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

2. Nothing in this section shall preclude any Agency and any LO from negotiating:

a. At the election of the Agency, on the numbers, types, and grades of technicians or positions assigned to any organizational subdivision, work project, or tour of duty, on the technology, methods, and means of performing work;

b. Procedures which management officials of the Agency will observe in exercising any authority under this section; or

c. Appropriate arrangements for technicians adversely affected by the exercise of any authority under 5 USC Chapter 71 Section 7106 by such management officials.

Section 2-2 RIGHTS OF THE LABOR ORGANIZATION:

1. All rights of LO representation and duties shall be in accordance with 5 USC Chapter 71 Section 7114 to include any future amendments, modifications, or supplements.
2. The LO 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 LO is responsible for representing the interests of all technicians of the bargaining unit it represents without discrimination and without regard to LO membership.
3. An exclusive representative of the local LO shall be given the opportunity to be represented at any formal discussion between one (1) or more representatives of management and one (1) or more employees concerning any grievance, or any personnel policies or practices, or other general conditions of employment.
4. 5 USC Chapter 71 Section 7114 (a) (2) (b) states “any examination of an employee in the unit by a representative of the agency in connection with an investigation if-
 - (i) the employee reasonably believes that the examination may result in disciplinary action against the employee; and
 - (ii) the employee requests representation.” If the technician requests LO representation, no further questioning may take place until, given a reasonable amount of time, a representative is present.

Section 2-3 RIGHTS OF TECHNICIANS:

1. A Tennessee Air National Guard technician has the right, freely and without fear of penalty or reprisal, to form, join, and assist the LO or to refrain from any such activity,

and each technician shall be protected in the exercise of this right. Except as otherwise expressly provided in Public Law 95-454, the right to assist the LO extends to participation in the management of the LO and acting for the LO.

2. Recognition of the LO does not preclude a technician regardless of whether he is in a unit of exclusive recognition from exercising grievance or appellate rights established by law or regulations, or from choosing his own representative in a grievance or appellate action, except when presenting a grievance under this negotiated agreement.

3. Nothing in this agreement shall require a technician to become or to remain a member of the LO or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deduction.

Section 2-4 BARGAINING UNIT MEMBERS:

The Employer agrees to supply the LO with a current list of names and business addresses of all bargaining unit members. The LO recognizes that it is responsible for maintaining the provided information. A current listing will be provided to the LO once quarterly upon request.

ARTICLE 3

IMPACT AND IMPLEMENTATION BARGAINING

Prior to implementation of changes adversely affecting the members of the bargaining unit, management will notify the State Chairman or Chapter President (or designee) of the affected unit in writing regarding the impact of the event(s). When the Employer desires to implement changes of rules and regulations, the LO shall be given advanced notice of twenty-five (25) workdays and the opportunity to bargain prior to implementation. Lack of written response by the LO within ten (10) workdays will constitute acceptance of condition change.

Section 3-1 APPROPRIATE MATTERS FOR BARGAINING:

Matters appropriate for negotiations and consultation between the parties shall include, but are not limited to personnel policies, practices, and matters that affect working conditions.

Section 3-2 CHANGES AFFECTING WORKING CONDITIONS:

Management agrees to furnish the State Chairman or Chapter President (or designee) of the affected unit draft copies of appropriate regulations/policies affecting working conditions for review prior to implementation. If the LO desires formal discussion concerning contents of the drafts, Management will be contacted within ten (10) working days after receipt to establish a meeting time/place to discuss the matter.

Section 3-3 MEETINGS:

1. Upon notification by the LO, Management agrees to meet and confer as soon as practicable, date and time will be by mutual consent.

2. Management and the LO agree to render decisions on issues not resolved at the meetings, within ten (10) working days unless it is mutually agreed otherwise.
3. Consistent with the above, and within the authority to do so, Management agrees not to make changes in personnel policies, practices and working conditions, without prior negotiations/consultations with the LO.

ARTICLE 4

WAGE SURVEYS

Section 4-1: It is agreed that the Employer shall notify the LO upon receipt of an official notification from higher authority of any full-scale local wage survey. The parties intend, in implementing this provision, to abide by the applicable provisions of the current 5 C.F.R. 532.

Section 4-2: The Employer will allow at least one official of the LO to present testimony to the local wage survey committee. Technicians involved in the official conduct of the survey will be in a duty status. When ACT is designated as the lead LO, the LO will furnish appropriate personnel for the Wage Survey.

ARTICLE 5

LABOR ORGANIZATION REPRESENTATION

Section 5-1: The Tennessee National Guard agrees to recognize the elected officials of Tennessee Air Chapters of ACT and the LO structure designated by the State Chairman of ACT. Tennessee Air ACT representatives certified by the LO in accordance with this article shall be recognized by management as the exclusive representatives for the bargaining unit technicians and shall be entitled to the use of official time under the provisions of this article. The LO will notify the LRS of such officials or any subsequent changes, in writing annually or until such time as changes occur.

Section 5-2: The Labor Organization's official area of representation will be the base to which he is assigned unless otherwise mutually agreed by the LRS and the LO.

Management agrees not to relocate a LO official who is processing a grievance without informing the LO of the reasons in writing if such relocation will prevent timely action. If an ACT official is not available for representation in his specific area the State Chairman or his designee will act on his behalf.

Section 5-3: The representative(s) of the LO for administration and implementation of this agreement will be the State Chairman and each Chapter President or the person who he designates in writing to act in his behalf. His receipt or acknowledgment of any notice or other communication from Management shall be deemed a delivery to the LO.

Management agrees to recognize the Chapter Presidents in Nashville, Knoxville and Memphis. These Chapter Presidents will be the point of contact between the Air/Station Commanders for Labor/Management matters affecting the bargaining unit at their respective locations. Management agrees to recognize the shop stewards as duly

designated by the LO provided the LO informs LRS in writing of such officials or any subsequent changes using an Officer / Steward list of the Chapter. The LO will determine the number of Officers / Stewards and their location / representational area, subject to a minimum number of stewards reasonably required to assure that bargaining unit employees will have reasonable access to a steward.

Section 5-4: Non-technician representatives of the LO designated in writing as such by the National or Local Organization will be allowed to visit Air National Guard installations across the State of Tennessee at reasonable times. Permission to enter the installation is subject to prior notification in writing and concurrence from the HRO-LRS. The Employer may grant a reasonable time for LO officials to meet with non-technician representatives of ACT upon approval, when such business must necessarily be performed during normal duty hours. Such notification shall include:

- a. Name of visitor
- b. Labor Organization position held
- c. Purpose of visit
- d. Expected time of arrival
- e. Approximate duration of stay
- f. Necessity of visit during normal duty hours

Section 5-5: In accordance with 5 USC, Chapter 71, Section 7131(b), any activities performed by any technician relating to the internal business of a LO (including the solicitation of membership, elections of LO officials, and collection of dues) shall be performed during the time the technician is in a non-duty status. Annually each treasurer will be given up to 8 hours of official time for the purpose of generating LM reports

required for DOL. Additional time may be requested through LRS for preparation and presentation of any follow-up audits by DOL or IRS.

Section 5-6: On an annual basis by the end of January of each year, a list of elected or appointed LO Representatives will be provided to the LRS for posting on Management Bulletin Boards at each facility.

ARTICLE 6

OFFICIAL TIME FOR EXCLUSIVE REPRESENTATIVES

Section 6-1 OFFICIAL TIME:

Official time will be made available without loss of annual leave during normal duty hours for the LO representatives to carry on business that is of mutual interest to the Employer and the LO.

Section 6-2 APPROPRIATE USES OF OFFICIAL TIME:

Official time will be granted in the following manner. The LO representatives will notify their immediate supervisor and obtain concurrence prior to leaving their assigned area. The supervisor must concur unless the mission of the section cannot be accomplished without the presence of that representative. LO officials and representatives will notify their supervisor upon departure for their approved representational activity and report back to their supervisor at the completion of their representational activity prior to returning to work. Ordinary workload will not preclude the release of employees under this section. The supervisor may delay the representative for only the length of time that the mission requires the presence of that representative. Should the supervisor delay the request, they must provide an alternative time that the representative may be released. Official time provisions include, but shall not be limited to:

- a. Steward(s) conferring with employees and/or supervisors on grievances.
- b. Labor Management meetings being held with an agenda related to conditions of employment of the bargaining unit.
- c. Preparatory time for pre-negotiations, negotiations, appeal(s), grievances, complaints or scheduled meeting(s).

d. Travel time to and from pre-arranged meetings with the Adjutant General or other Management officials. Travel will be in accordance with applicable JTR.

e. Union officials when representing Federal Employees by visiting, phoning and writing to elected representatives concerning desired legislation which would impact the working conditions of employees represented by ACT.

f. Reasonable time will be allowed union officials to change clothes prior to and subsequent to the situations contained in the civilian attire section below.

Section 6-3 OFFICIAL TIME DOCUMENTATION:

Representational functions for which official time is authorized the codes are:

- a. Negotiations BA
- b. Labor Management and Relations BD
- c. Grievances and Appeals BK

*** The SF 71, Request for Leave or Approved Absence, will be the official document for requesting official time. If the supervisor needs to reschedule the official time request, this will be noted in the Remarks section of the SF 71.**

Section 6-4: The LO is authorized official time for training of officer and shop stewards.

It is understood that this training will be of mutual concern to Management and necessary to the employee as a representative of the LO. Approval will be granted except when there are mission related reasons requiring mandatory coverage and/or mission of the functional area precludes such release. Ordinary or routine work requirements will not preclude the release of employees under this section. The LO will request this leave by letter, including the agenda of the training, for approval by the Human Resource Office LRS with a copy to the Labor Reps Supervisor.

Section 6-5 CIVILIAN ATTIRE:

LO representatives are not required to wear the military uniform while performing LO functions. These functions may include the following:

- a. While engaged in LMA negotiations with Employer.
- b. Labor/Management meetings with Employer.
- c. Labor/Management seminars in state.
- d. Labor/Management seminars at commercial facilities sponsored or hosted by the National Office of the ACT, U.S. Department of Labor, Wage Setting Authority, etc.
- e. Performing representational duties on behalf of bargaining unit members to include OSHA inspections or OSHA investigations of complaints, etc.
- f. When representing or as witness of the LO at hearings or third party proceedings.
- g. Employees in the Bargaining Unit will not be required to wear the military uniform while appearing as a grievant / appellant / witness in any third-party proceeding.
- h. LO Representative while making their presentation at new employee orientation briefings.

ARTICLE 7

LEAVE/EXCUSED ABSENCE

Section 7-1 PURPOSE:

Each technician will be allowed to schedule/use annual leave in the amount that will normally accrue during the current leave year. A technician's request to take annual leave will be considered as requested unless the Employer or designated representative (ie. Supervisor) determines the technician's presence is necessary to meet work requirements. Advance notice shall be considered anytime prior to the beginning of the scheduled workday. The TNANG agrees to maintain a liberal leave policy in accordance with this contract and applicable regulations.

Section 7-2 ANNUAL LEAVE:

Requests for annual leave shall be submitted to the supervisor for approval. Managers will attempt to accommodate the desires of the technician consistent with Employer requirements.

Section 7-3 SCHEDULING CONFLICTS:

When conflicts in scheduling leave occur, the supervisor will confer with the technician(s) concerned to obtain mutual agreement to resolve the conflict. If this step fails, in the absence of personal hardship, the senior technician within the work area concerned will be given the first choice of desired leave. This section is not intended to allow the same senior technician to have the same period more than two (2) years in succession.

Section 7-4 LO LEAVE:

Consistent with workload requirements of the Employer as provided in applicable regulations, a technician who is an official or representative of the LO may be granted accrued annual leave or leave without pay to accept temporary LO positions or to attend conventions or meetings of LO.

Section 7-5 COERCION:

No coercion will be exerted on any civilian technician as to the type of leave used.

Section 7-6 PROBATIONARY:

Technicians who have served the required one (1) year probation period may be granted annual leave up to the amount to be earned for the leave year. When a technician has been granted annual leave and is separated before such leave is earned, the value of the leave must be withheld from any compensation due.

Section 7-7 MEDICAL CERTIFICATION/RESTRICTION:

Sick leave of more than 3 consecutive workdays shall be supported by a medical certificate, unless the employee was not attended by a physician. If the employee was not attended by a physician, the employee's certification showing satisfactory evidence of incapacity on the SF 71, approved by the appropriate official, may be accepted in place of a medical certificate. The certificate shall cover all absences and show that the employee was incapacitated for duty for the entire period. In cases of extended illness, medical certificates may be required periodically if necessary to establish the employee's continued incapacity to return to duty. Ordinarily, a medical certificate is not required for absences of 3 days or less. An employee who is absent frequently for short periods of illness may be advised to visit a physician for a physical checkup before the leave may be

approved. When there is reason to believe that an employee is abusing sick leave, a medical certificate may be required for absences of less than 3 days and the employee may be placed on sick leave restrictions. That requirement is limited to individual cases of suspected abuse. If the absence is charged to annual leave or LWOP, it shall not be made the basis for later disciplinary action. Practices shall not be established that require submission of medical certificates by all employees for absences of 3 days or less, checkup visits to the homes of all absentees, or complex procedures for the approval of sick leave.

Section 7-8 SERVICE SCHOOLS:

Technicians will not be unreasonably denied leave to attend service school(s).

Section 7-9 UNSCHEDULED LEAVE:

When unscheduled annual leave is necessary, Technicians will notify their supervisor as soon as possible, but no later than the beginning of the employee's normal tour of duty. If the supervisor/designee is unavailable, the employee will notify the second level supervisor. If neither supervisor can be reached, the employee will leave a voice message with phone number where the employee can be reached on the supervisor's or designee's duty phone or government cell. In situations where the employee finds it impossible to contact the supervisor a two (2) hour grace period is in effect whereby no disciplinary action may be considered unless circumstances warrant. Notification that does not meet the two (2) hour criteria will be dealt with on a case by case basis. The supervisor may request documentation to substantiate an emergency.

Section 7-10 BORROWED LEAVE:

If a technician is on borrowed leave, i.e. leave from the leave donor program, and the technician does not use all such leave, any balance of unused leave shall be credited back to the bank.

Section 7-11 CONFERENCES OR CONVENTIONS:

Technicians attending conferences or conventions will be excused without charge to leave, if it has been determined by the Adjutant General's representative that such attendance would be in the best interest of the Federal Government or the National Guard.

Section 7-12 FUNERALS:

Excused absence up to four hours may be granted to technicians, including temporary technicians, while participating in State active duty status as active pallbearers or as members of firing squads in funeral ceremonies for members or former members of the Armed Forces, including National Guard.

Section 7-13 CIVIL ACTIVITIES:

Technicians may be excused for short periods to participate in civil activities the Federal government is interested in encouraging. These periods will be confined to not more than a combined total of three (3) workdays during a calendar year.

Section 7-14 BLOOD DONORS:

Upon approval of the appropriate Management official, technicians may be excused from work up to four (4) hours without charge to leave, on the date of the donation, for the purpose of donating blood. Cooperating with the Red Cross through donating blood is encouraged by Management and the LO. The maximum excusable time shall not exceed

4 hours except in unusual cases. When a technician must travel a long distance, or when unusual need for recuperation occurs, up to an additional 4 hours may be authorized.

Section 7-15 EXAMINATIONS:

Technician's who are required to take job-related examinations or re-examinations, either physical or mental, will be given the time necessary to accomplish the examination without charge to leave.

Section 7-16 VOTING:

Technicians may be excused by the Employer for a reasonable time when practical to do so without seriously affecting operations to register or vote in any election or referendum without charge to leave. An employee may be excused from duty so as to permit him to arrive at work three (3) hours after the polls open or to permit him to leave work three (3) hours before the polls close, whichever results in the lesser amount of time off.

Section 7-17 ACTS OF GOD:

1. In the event of inclement weather, power failure, breakdown or other interruptions, due to acts of God resulting in the interruption or suspension of operations, technicians who are in a duty status and whose services cannot be utilized may be administratively excused from duty without charge to leave or loss of pay, consistent with regulatory requirements, and administrative discretion granted by the Adjutant General, if their services cannot be utilized elsewhere. Technicians who are on leave status at the beginning of the day in which administrative leave is granted will not have their scheduled leave changed.

2. The authority to excuse technicians administratively is not to be used for periods on interrupted or suspended operations which may be anticipated in sufficient time to permit the arrangement of other work or the scheduling of annual leave.
3. When unavoidable circumstances make a twenty-four (24) hours notice impractical by the Employer, the technician may be placed on leave with or without his consent if notice is given before the end of the work period immediately preceding the one in which he is to be placed on leave. The technician shall select the type of leave.
4. Inclement weather is defined as an act of God which makes driving conditions hazardous. Excused absence will be granted for those technicians when Management determines technicians are unable to safely drive to work.

Section 7-18 TARDINESS AND BRIEF ABSENCE:

Brief absence from duty of less than one (1) hour and tardiness may be excused when reasons appear to be adequate to the supervisor. The absence may also be compensated for by additional work or may be charged against any compensatory time the technician may have to his credit or may be charged to annual leave, leave without pay (with the technician's consent), or absence without leave.

Section 7-19 FAMILY MEDICAL LEAVE:

The Employer will comply with the Family and Medical Leave ACT.

ARTICLE 8

TECHNICIAN ORIENTATION PROCEDURES

Section 8-1 NEW TECHNICIAN:

1. The LO representative will be afforded 15 to 30 minutes as needed to brief new technicians during new technician orientation at the HRO and or each facility where the orientation takes place. The LO will be notified of all scheduled orientation classes.
2. All new technicians will be informed of their Weingarten Rights under 5 USC Chapter 71 Section 7114. This will be documented on the New Technician Briefing checklist and be briefed by the local chapter.

Section 8-2 INFORMATION AND PERIODIC BRIEFINGS:

Technicians will be informed by the HRO of their rights and benefits under the Federal Technicians Compensation Program. They also will be informed of retirement benefits afforded to them.

ARTICLE 9

DISCIPLINARY AND ADVERSE ACTION

Section 9-1 GENERAL:

1. This article applies to matters of CONDUCT only; actions that relate to JOB PERFORMANCE will be accomplished in accordance with the Employer performance appraisal system and contract modifications. The parties agree that discipline and adverse actions will be based on just cause and be consistently applied equitably and promote the efficiency of the Federal Service.
2. Subject to applicable laws, rules and regulations, technicians shall have the right to direct and/or fully pursue their private lives, personal welfare and personal beliefs without interference, coercion or discrimination by the Employer as long as such activities do not conflict with job responsibilities. The Employer must establish a relationship between the technician's activity and its impact or effect on the efficiency of the service.
3. The parties recognize that there are two types of technician actions that may be appropriate; i.e., informal action and formal action. Disciplinary action will be for the sole purpose of correcting offending technicians and problem situations and maintaining discipline and morale among other technicians. A supervisor will consider a closer degree of individual supervision and/or warnings to effect corrective action prior to undertaking a formal disciplinary action.
4. In order to be effective, constructive discipline should be timely. The timeliness for processing disciplinary action will be in accordance with provisions outlined in TPR 752.

Section 9-2 INFORMAL ACTION:

1. This type of action will consist of a counseling interview with the technician by his supervisor. The technician will be advised of the specific infraction or breach of conduct and exactly when it occurred. The technician will have a LO representative present if desired, and supervisors will advise the technicians of this right prior to the interview. This section will not prevent an employee's immediate supervisor from being able to provide undocumented one-on-one non-coercive feedback.
2. Counseling/Warning interviews will be recorded on NGB Form 904-1 in pencil (date/subject). The Counseling/Warning may not be retained any longer than 3 months unless related to a recurring problem.
3. To protect the confidentiality of the records (NGB Form 904-1) and to preserve the privacy of the individual, records will be maintained at the lowest level of supervision excluded from the bargaining unit and access will be limited to management/technicians concerned and individuals to whom the technician has given written permission.
4. An appeal of a Counseling/Warning interview may be made through the negotiated grievance procedure. A successful appeal could cause any record of the Counseling to be deleted.

Section 9-3 FORMAL DISCIPLINARY ACTION:

1. Formal disciplinary action consists of oral admonishments, written reprimands, suspensions, reductions in grade, and removals. Even though these actions constitute formal discipline, only suspension, reduction in grade and removal actions is considered adverse actions because they affect the pay of a technician.

2. Before disciplining a technician, the Supervisor will gather all available facts and discuss them with the technician, informing the technician of the reason for the investigation. After considering the technician's response, the supervisor will then advise the technician if the discussion resolved the matter. If an oral admonishment or letter of reprimand is decided upon the following procedure will apply.

a. An oral admonishment:

(1) Is a disciplinary action that notifies a technician to desist from a certain course of action. The supervisor will describe the offense in sufficient detail to enable the technician to understand why the admonishment is necessary. The technician may have a LO representative if so desired. The supervisor will advise the technician of this right prior to the questioning and presentation of the admonishment.

(2) Will be recorded in pencil (date/subject) on the 904-1. The oral admonishment may not be retained longer than 6 months unless related to a recurring problem.

(3) In order to protect the confidentiality of the records (NGB Form 904-1), and to preserve the privacy of the individual, records will be maintained at the lowest level of supervision excluded from the bargaining unit and access will be limited to Management/technicians concerned and individuals to whom the technician has given written permission.

b. Written reprimand will:

(1) Normally be signed by the appropriate supervisor and coordinated with HRO for contract and regulatory compliance.

(2) The technician may have a LO representative if so desired. The supervisor will advise the technician of this right prior to the questioning and presentation of the letter of reprimand.

(3) Describe the offense in sufficient detail to enable the technician to understand why the reprimand is necessary.

(4) Inform the technician that the letter will be filed as a temporary document in the Official Personnel Folder (OPF) until a specific date. Retention period may not exceed twelve (12) months.

c. An appeal of an oral admonishment or a letter of reprimand may be made through the negotiated grievance procedure. A successful appeal could cause the action to be withdrawn and any record of the action to be deleted.

d. Once the reference to an oral admonishment is erased, or a letter of reprimand is removed from the OPF it is to be regarded as never having occurred. References may not be made to the written record, and it may not be used or relied on to support any subsequent action.

e. If adverse action is decided upon then procedures in Section 9-4 applies.

Section 9-4 ADVERSE ACTIONS:

1. Adverse Action is an administrative action that results in removal, suspension, or reduction in grade or compensation of any technician. 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/technician relationship.” What constitutes a “cause” is a decision that must be made on the merits of each situation. Having “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 his duties, the Employer ability to fulfill its mission, etc.).

2. In taking an adverse action, the Agency will rely on the procedures contained in Technician Personnel Regulation No. 752 (TPR 752).

Section 9-5 REPRESENTATION:

1. Prior to discussions that may lead to any of the above disciplinary or adverse actions; the supervisor will notify the technician of the right to LO representation. If the technician accepts representation, no further questioning will take place until the representative is present. 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 upon request.

2. An investigational interview will, if LO representation is requested, be delayed for a reasonable amount of time until the technician’s representation can be present.

3. A supervisor who is conducting an investigatory interview will notify the technician that the interview may lead to disciplinary action and that the technician has the right to remain silent and may refuse to give a written statement until a representative is present, or representation that has been declined in accordance with Section 9-5 (1) above.

4. Technicians shall be granted on typical, noncomplex cases, up to 8 hours to review material, secure statements, prepare a written reply, etc. Additional time for complex cases may be granted if requested.

Section 9-6 RECORDS:

1. In any disciplinary action, a technician will, upon written request, be furnished a copy of all written documents in the Employer files which contain evidence used by the Employer to support the disciplinary or adverse action. Any such records shall not be used as a basis to support any disciplinary or adverse action against a technician unless the technician has been shown and provided a copy of such record, within a reasonable period of time, after the date of the incident being recorded. Informal notes made by supervisors that allege infractions, tardiness, and the like, cannot be used in proceedings against technicians, unless timely disclosed beforehand.
2. No written entry will be made in a technician's files concerning disciplinary matters without the knowledge of the technician. The technician will initial the entry. The technician's initials acknowledge ONLY that the technician KNOWS that an entry was made, but in no circumstance may initialing the entry be considered as an agreement with the entry or an admission of guilt.
3. The technician has the right to request an extension of the time frames discussed in this article through the LRS.

ARTICLE 10

UNFAIR LABOR PRACTICE NOTIFICATION

In order to resolve problems at the lowest level, the parties will, prior to filing any ULP charge, meet to resolve the problem by discussion and offer corrective steps to eliminate any ULP. The LO and Employer will attempt to resolve the problem by determining and identifying key issues, events or alleged offenders so as to allow for corrective action and the elimination of any unfair labor practice, action or condition. Additional time may be extended by mutual agreement in writing by both parties.

ARTICLE 11

EQUAL EMPLOYMENT OPPORTUNITY

Any employee who believes they have been discriminated against in any matter because of race, color, religion, sex, age, national origin or handicap may file an EEO complaint through the statutory procedures by contacting the State Equal Employment Manager at DSN: 683-3041 or COMM: 615-313-3041 or 3040.

ARTICLE 12

HEALTH AND SAFETY

Section 12-1 EMPLOYER/TECHNICIAN RESPONSIBILITIES:

1. The Employer will continue to make every effort to provide and maintain safe working conditions for technicians. The LO will cooperate to that end and will encourage all technicians to work in a safe manner. It is further recognized that each technician has a responsibility for his work safety and an obligation to know and observe safety rules and practices as a measure of protection for himself and others. The Employer will welcome, at any time, suggestions which offer practical and economically feasible ways of improving safety conditions. In the event working conditions are considered unsafe, the technician shall immediately notify his first level supervisor, who shall in turn, immediately notify appropriate safety officials so that evaluation may be made.

2. It is the Employer's responsibility to advise, orient and assist technicians regarding entitlement to medical and loss of pay benefits for injuries or illnesses that occur which are job related. It is the technician's responsibility to report any injury or illness that he feels may be job related to the supervisor as soon as possible after occurrence.

The Employer, in conjunction with the employee, shall insure proper procedures are followed and that all necessary documents are completed as soon as possible in accordance with all applicable regulations and timelines. When the technician is incapacitated and unable to notify the supervisor of injury or illness, it shall be management's responsibility to initiate the required procedures as soon as they are aware an incident has occurred.

3. The Employer will furnish emergency transportation service, for treatment, to technicians during duty hours. Incurred commercial transportation cost will be borne by the technician on non-work related illness/injury.

Section 12-2 UNSAFE CONDITIONS:

1. An employee has a right to refuse performing work on safety grounds that poses an imminent risk of death or serious bodily harm. This must be coupled with a reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures. It also must be to the extent and right existing under law or regulation applicable at the time. As of the execution of this agreement, 29 C.F.R. 1960.46(a) is an applicable regulation.

2. If any technician is directed to perform work under unsafe conditions, he will promptly report the matter to his first level supervisor, who will, in turn, promptly report the matter to the Employer's safety officer, who will accomplish a safety evaluation of the assigned work.

Section 12-3 SAFETY EQUIPMENT:

1. The Employer will provide suitable protective clothing / equipment for technicians whenever such is authorized or required by law / regulation / MSDS. Technicians working in hazardous areas will be provided with proper protective equipment and safety devices as determined to be necessary by the appropriate law / regulations / MSDS. When a technician wears prescription eyeglasses and their duties require safety eyewear, the technician may provide their prescription to the Employer who will provide one pair of prescription safety glasses or suitable eye protection that can be worn over prescription lenses if available.

2. The LO agrees that technicians will be required to utilize proper protective clothing, devices, or safety equipment. The parties agree that certain tasks performed may involve varying degrees of hazard. The types of technicians normally assigned to perform hazardous tasks should be those who have received appropriate briefing's, instructions, training, or schooling pertinent to the hazardous task to be performed. The Employer shall determine the appropriate safety and health training for technicians. The methods and means of performing hazardous tasks shall be those that incorporate all immediately available safety precautions and devices. The Employer will provide safety footwear IAW established directives.

Section 12-4 HEARING TEST:

When a technician believes he has developed a work-related hearing problem, he will be given an audiometric test while in duty status cost to be borne by the Employer. The technician will be given written notice of any hearing deficiency since the last test within 30 calendar days.

Section 12-5 TEMPORARY REASSIGNMENT:

The Employer recognizes its responsibilities to aid and assist technicians who, through illness or injury, are temporarily unable to perform their regularly assigned duties and agrees to the following provisions and conditions for temporary reassignment or detail to work with less strenuous physical demands. The technician will request, in writing, to their immediate supervisor for temporary reassignment to duty of less strenuous physical demands. A statement from a licensed physician, stating the anticipated duration of the convalescence period, shall support such a request. The technician agrees to submit to

further examination by a physician assigned to the Tennessee Air National Guard and/or the United States Air Force.

Section 12-6 WEATHER CONDITIONS:

It is agreed that when the work site temperature reaches ninety-five (95) degrees Fahrenheit/thirty-six point five (36.5) degrees Celsius, with average or above humidity rates, the Employer will allow persons affected rest periods necessary to prevent heat exhaustion. This will be permitted as often as necessary to protect the health and well being of the employee(s). In the event of severe cold weather, uncommon to the locale, like provisions will apply for severe cold weather.

Section 12-7 SAFETY REPORTS:

The Employer will provide the LO with a copy of any report, direction, order, command or study pertaining to safety/health or environmental impact that affects the technician work area(s) as requested.

Section 12-8 SMOKING POLICY:

Smoking policy will be IAW TAG's smoking policy. There will be designated outdoor smoking areas, which will provide a reasonable protection from the elements.

Section 12-9 CLOTHING CHANGE DURING DUTY HOURS :

When clothing being worn by a technician has become contaminated with fuels, acids, or any other contaminants, which may create a hazard to the wearer, the technician will be allowed reasonable time to shower and change clothing. Cleaning provisions for uniforms used as work clothing (e.g. BDU's/ABU's) and PPE (including coveralls) contaminated by a hazardous substance, as defined in Army/Air Force directives or other DOD Directives, will be provided by the Employer at no cost to the employee.

ARTICLE 13

MERIT PLACEMENT PROCEDURES

Section 13-1 PURPOSE:

To provide promotional opportunity for bargaining unit technicians. To provide procedures that will ensure that technicians receive consideration for bargaining unit positions for which they meet qualifications. Management and LO officials have a special responsibility for seeing that violations do not occur either by error or design. The contract will take precedence, where provisions of the contract conflict with HRO 335.

Section 13-2 OBJECTIVES:

1. This article will be used for filling bargaining unit vacancies that the Employer elects to fill IAW current HRO 335.
2. To present for the Employer's consideration qualified applicants.
3. To give technicians an opportunity to receive fair and appropriate consideration for bargaining unit positions.
4. To provide for upward mobility positions identified in Upward Mobility Program.
5. To provide promotional opportunity for bargaining unit technicians.
6. To ensure compliance with applicable provisions of portions of 5 USC 2301 and 2302 and Title 32.

Section 13-3 TECHNICIAN RESPONSIBILITIES:

Technicians are responsible for familiarizing themselves with the provisions of this article and insuring that applications are accurate and complete.

Section 13-4 EXCEPTIONS TO COMPETITIVE PROCEDURES:

1. The following are examples of actions that may be exempt from competition:

a. Promotion due to the issuance of a new classification standard or the correction of a classification error.

b. Placement of over-graded technician entitled to grade retention as a result of RIF, reclassification, or management directed reassignment to change to a lower grade.

c. Promotion when competition was held earlier (i.e. position is advertised as developmental).

d. Re-promotion to grade or an intervening grade or position from which a technician was demoted without personal cause, and not at his or her request.

e. Promotion resulting from technician's position being reclassified to a higher grade because of additional duties.

f. Position change to a position having no higher promotion potential.

g. Position change required by RIF's regulations.

h. Temporary promotion of one hundred and twenty (120) days or less.

i. Detail to a higher graded position with known promotion potential for 120 days or less, unless authorized by emergency hire authority.

j. Selection of technician or individual for a position at the same or lower grade than the one last held.

k. Prior permanent DOD technician in the competitive and excepted service who:

(1) Was in tenure 1 at the time of separation may be re-employed to a position at the same or lower grade as the position from which separated.

(2) Was in tenure 2 may be re-employed without competitive action within 3 years of separation to a position from the same or lower grade as the position from which separated.

- (3) Placement as a result of priority consideration when a candidate was not previously given proper consideration in competitive action.
2. Management retains the right to fill positions from any appropriate source by both competitive and noncompetitive means.

Section 13-5 VACANCY ANNOUNCEMENT:

As a minimum, the vacancy announcement will contain the following information:

- a. Title, series, grade, and salary range of the position.
- b. Type of appointment- competitive or excepted.
- c. Military Requirements (Officer, Warrant Officer, Enlisted) and compatibility requirements.
- d. Summary of duties and minimum qualification.
- e. Organization and geographical location of the position.
- f. Information regarding known promotional potential, if any.
- g. Opening and closing dates.
- h. Special conditions of employment.
- i. Equal employment opportunity statement.
- j. The knowledge, skills, and abilities (KSA's) factors.
- k. If position is developmental or indefinite or temporary indefinite.
- l. Areas of consideration.
- m. Selection Placement Factors: Any special job requirements, e.g., security clearance, driver's license, pre-employment physical.
- n. How to apply.

Section 13-6 VACANCY POSTING:

Vacancy announcements will be posted for a minimum of twenty (20) calendar days on the Base LAN, the HRO website and on existing locked HRO official bulletin boards.

Variance to days posted will be by mutual consent of the LO and the Employer. A copy will be provided to each chapter President at the respective locations.

Section 13-7 AREA OF CONSIDERATION:

Management may consider, for example, any of the following areas of consideration for each specific vacancy announcement using guidelines from TPR 300, “including:

AREA I – Permanently employed technicians located at the facility announcing the position

AREA II – Permanently employed technicians located statewide

AREA III – Qualified members of the Tennessee Air National Guard

AREA IV – Applicants eligible for membership in the Tennessee Air National Guard.”

Section 13-8 APPLICATION PROCEDURE:

1. Technicians who meet the basic qualification standard may apply by submitting an application that reflects the applicant's current and past employment data as well as all duty assignments, qualifications, and training. Complete and accurate data is essential to ensure fair evaluation of candidates. Applicants should specifically address the basic eligibility factors (which include general and specialized experience) and KSA factors as stated on the vacancy announcement. The applicants may submit, prior to the closing date, subsequent documents, which show additional qualifications.

2. All applicants for advertisement must submit Knowledge, Skills, and Abilities (KSA's), a resume, and other information required by the advertisement. The same evaluation criteria will be used for all applicants.
3. Applicants must complete a new application for each position to which they are applying. Applicants may contact the HRO staffing specialist for guidance in completing their application.

Section 13-9 ESTABLISHMENT OF KSA FACTORS:

The Knowledge, Skills and Abilities factors (KSA's) required for the position to be filled will be prepared by HRO prior to the advertisement of the positions. The HRO may consult with the selecting official regarding the preparation and determination of the KSA factors.

Section 13-10 PROCESSING APPLICATIONS:

HRO will ascertain that only applications received in HRO date stamped on or before the close of business of the closing date will be considered by electronic means to the appropriate address listed on the vacancy announcement by 12:00am CST. The HRO will evaluate the application to determine that the applicant meets the basic qualification of the advertised position. KSA's are used to determine the qualifications in the rating and ranking process, and not to determine basic eligibility as per TPR 300.

Section 13-11 RATING PANEL:

Rating panels may, when required, be established. Rating panels shall be established for the purpose of rating candidates for the position to be filled. The rating panel will be convened as a body at the time and place as designated by the HRO. The rating panel will

consist of not less than three (3) members. Two (2) members must have technical expertise in the career field in which the vacancy exists.

Section 13-12 EVALUATING APPLICATIONS FOR BU POSITIONS:

Rating panels will be formed upon more than seven (7) on board qualified applicants.

The staffing section in the Human Resources Office will accomplish initial evaluating.

All applications will be clearly marked, "qualified or unqualified", and qualified

applicants will be forwarded to the HRO Remote representative at each unit. Each

applicant who meets the minimum qualification will be rated in accordance with HRO

335, except when amended or modified by this contract. Whenever provisions of this

agreement identify specific office or individual to perform a specific function, this is

done to provide a guide as to how situations are handled. The Employer retains the right

to assign work.

Section 13-13 REFERRAL OF CANDIDATES:

Following the evaluation of candidates, when there are more than seven (7) qualified on-

board candidates, the HRO will forward the seven (7) highest rated to the selecting panel

or official. Applications and supporting documents submitted by candidates will also be

forwarded to the selecting panel or official. Whenever provisions of this agreement

identify specific office or individual to perform a specific function, this id done to

provide a guide as to how situations are handled. The Employer retains the right to

assign work.

Section 13-14 SELECTING OFFICIAL ACTION:

Selecting official has the option to use a panel in selecting process. If used, the panel will

proceed as follows:

- a. Provide for a fair and impartial interview of each eligible candidate listed on the referral and selection certificate who is available for interview.
- b. If personal interviews are not possible, telephone conference interviews will be conducted. This provides another means of evaluating and comparing and gives candidates a chance to discuss the position and their qualification.
- c. After interviewing the candidates, the panel shall make a recommendation to the selecting official.
- d. Ensure technicians hired in a developmental status are informed of the training necessary to become fully qualified.
- e. If for some reason, the selection process cannot be completed, the selection package will be closed and returned to the HRO with justification for non-selection.
- f. If a panel is utilized in the selecting process all applicants must be interviewed by the same panel.

Section 13-15 HRO ACTION (NOTIFICATION):

The HRO remote will notify the LO Official when the Adjutant General approves the selection and the appointment. After the selection, applicants who were not interviewed will be notified in writing by the HRO. The HRO will notify the State Chairman of ACT of all unqualified on board BU technician applicants.

Section 13-16 PLACEMENT RECORDS:

Sufficient records IAW TPR 300, required to allow reconstruction of the placement action, are to be maintained for a minimum of two (2) years.

ARTICLE 14

TRAVEL AND TEMPORARY DUTY

Section 14-1 PURPOSE:

Ensure that TDY assignments are based of official necessity, qualifications all mission support without regard to sex, race, religion or national origin. TDY Duty will normally be performed within the regularly scheduled work week and work hours. Per diem will be paid IAW Joint Travel Regulations (JTR) Volume II.

Section 14-2 NOTICE:

Technicians will be provided with as much advance notice as practicable as to the travel and TDY requirement.

Section 14-3 ASSIGNMENT:

The Employer will determine qualification requirements to support the mission. Qualified volunteers for TDY will be sought and accepted before non-volunteers are assigned. When there are not sufficiently qualified volunteers, the Employer will make selections.

Section 14-4 ENTITLEMENT:

Travel and temporary duty will be IAW the Joint Travel Regulations (JTR) Volume II and Defense Travel System (DTS).

Section 14-5 METHOD OF TRAVEL:

Technicians will be authorized the method of transportation most advantageous to the government. The technician may request an alternate mode of transportation that is most advantageous to the government. In such instances, the technician will be reimbursed according to the elected mode of transportation not to exceed the cost of the transportation most advantageous to the government.

Section 14-6 ORDERS:

TDY orders will be issued as soon as possible after notification of need for TDY. TDY orders should specify technician grades while in technician status.

Section 14-7 QUARTERS:

Billeting for technicians on TDY will be IAW installation published standards; Technicians on TDY will occupy suitable quarters IAW JTR Volume II. Technicians on TDY will not be billeted in field conditions while traveling CONUS when the installation billeting office determines that quarters are not available a certificate of non-availability will be provided. When adequate government quarters are not available, the Employer is responsible for providing transportation between the duty station and quarters and/or eating establishments.

Section 14-8 COMPENSATORY TIME:

IAW Article 22, Compensatory Time of this Labor Management Agreement.

Section 14-9 TRAVEL OCONUS:

Congress authorized forty-four (44) days military leave which is used for deployment OCONUS.

ARTICLE 15

EMPLOYEE ASSISTANCE PROGRAM

Section 15-1 GENERAL:

The parties recognize the importance of programs established for the welfare of technicians. The Employer and the LO agree to encourage technician participation in appropriate programs; Sick leave may be used for Employee Assistance Programs (EAP) in accordance with applicable directives.

Section 15-2 OBJECTIVES:

The objective of the Employee Assistance Program is to assist technicians when they may have a personal or health problem, which could impact their job performance or conduct on the job.

Section 15-3 ADDITIONAL INFORMATION:

HRO/HRO Remote is responsible to ensure EAP information is posted on all site bulletin boards. HRO/HRO Remote will brief EAP during new-comers orientation. LO Officers are encouraged to keep technicians aware of the EAP program. If a technician desires additional information about the EAP program they should contact the Human Resource Office Remote Specialist at their installation.

ARTICLE 16

TECHNICIAN DEVELOPMENT AND TRAINING

Section 16-1 CONSIDERATION OF TRAINING AND EXPERIENCE:

The Employer and the LO agree that the training and development of all technicians is a matter of significant importance. Technicians will be allowed training opportunities to broaden their knowledge base, which would prepare them for future details, promotions and temporary duty. Technicians are employed as qualified and will be given full credit for their training. A need for additional training may exist to improve the productivity and efficiency of the work force, such as when new equipment of systems are introduced in the work center. Training will be based upon the availability of resources and mission requirements.

Section 16-2 FORMAL TRAINING:

1. Participation in training and development (T&D): Full opportunity, consistent with merit system principles, to participate in T&D will be given to every technician who needs such T&D and meets standards and requirements prescribed by law, executive order, or regulations. Opportunity to participate in T&D activities will be without regard to race, color, religion, gender, national origin, age handicap, or other factors. The only proper consideration is the need for T&D. Technicians will not personally profit financially nor be required to incur a financial loss as a result of participating in T&D.

2. Status of technicians attending training: National Guard technicians will attend training in technician status when the training relates more to their technician than their military duties, when it consists of developmental courses primarily designed, for civilian technicians, or when such attendance is to develop them in their civilian/technician status.

Normally, courses that lead to the award of an AFSC or, which form a prerequisite for a technician's military assignment, will be attended in military status, if resources are available. When the course relates equally to military and technician duties, attendance, may be in either status as determined by the Adjutant General or designee; consideration should be given to cost avoidance.

3. Individual development plans and performance improvement plans: Managers and supervisors will establish IDPs for technicians hired below the full performance level and PIPS for technicians rated below fully successful. IDPs identify T&D needs and managers and supervisors are encouraged to use IDPs for all technicians.

Section 16-3 CERTIFICATION REQUIREMENTS:

When the technician position description requires certification and/or renewal, the Employer will allocate funds and duty time for test preparation and completion. Funding will be based on priority one (mission essential) consideration.

Section 16-4 TRAINING OPPORTUNITIES:

1. Technician training will be IAW current TPR 400.
2. Every effort will be made to allow technicians the use of Air National Guard facilities to maintain proficiency and currency whose job description requires recurring duties and training.

ARTICLE 17

PERFORMANCE APPRAISAL SYSTEM

Section 17-1 INTRODUCTION:

The Employer and the Labor Organization recognize the vital nature of the performance evaluation process to the entire Tennessee Air National Guard. The effectiveness of the performance evaluation system is a combined responsibility of the technician and the supervisor.

Section 17-2 APPRAISAL PERIOD:

1. Technicians will be given a performance appraisal IAW current TPR 430.
2. A minimum of one hundred and twenty (120) days supervision is required before an appraisal can be rendered.
3. Technicians will receive an appraisal under their old job standard when transferring jobs, detailed, or at the time of transfer or detail, provided a minimum of one hundred and twenty (120) days has elapsed since the previous appraisal.
4. When a major change (a change in any critical element) to the job standard occurs within one hundred and twenty (120) days before the appraisal period ends the technician's appraisal will be based on the old standard.
5. A closeout performance appraisal will be rendered when there is a change in the immediate supervisor provided there is less than one hundred and twenty (120) days remaining within the appraisal period after the appointment of the new supervisor.

Section 17-3 RESPONSIBILITIES:

1. The Rating Official (usually the technician's immediate supervisor):

a. Will meet with the technician within thirty (30) days of appointment to position to establish performance standards and critical elements. The performance standards will be developed from the official position description for the position in question and will be based on normal organizational requirements pertinent to the incumbent's normal technician duties and responsibilities. The supervisor retains the right to establish the actual performance standards and critical elements for the position and will ensure the written standards and critical elements for the position are measurable in terms of quality, quantity and/or timeliness.

b. Will provide periodic feedback throughout the performance period on how well the technician is performing in comparison with the critical job elements. One progress review is required mid-cycle during each appraisal period. To the maximum extent possible, progress reviews shall be informative and developmental in nature and shall focus on how to improve future performance. All performance counseling sessions will be recorded on the Supervisor's Brief or 904-1. The technician should initial and date or sign where applicable to indicate that he/she is aware of the entry in pencil.

c. Will use only the established performance standards to appraise the technician's performance.

2. The evaluation of a technician's performance of assigned duties is paramount in the evaluation process. Only performance during the rating period under consideration will be evaluated by the rating official. Items of a disciplinary nature that do not relate to the technician's performance standard will not be used as part of that measurement.

3. Technicians are responsible for:

- a. Participating in the development of critical job elements and performance standards.
- b. Advising their supervisors of the need, if necessary, to revise performance standards and critical job elements during the appraisal period.
- c. Requesting clarification of any element/performance standard of the job if not clearly understood.
- d. Identifying work problems and cooperating with the supervisor in resolving problems, advising the supervisor on special factors and circumstances that should be considered in the appraisal process, and discussing objectives for improving job performance.
- e. Participating actively with the supervisor during discussions of performance throughout the appraisal period.

Section 17-4 PERFORMANCE APPRAISAL PREPARATION/PRESENTATION:

1. Preparation of performance appraisals is a continual process. Supervisors should keep notes and documents that show how the technician is functioning during the rating period and remove them once the appraisal is accomplished.
2. The appraisal will be signed and dated at the conclusion of the appraisal period. The rating official will coordinate and acquire the approving official's signature on the appraisal after presenting it to the technician and obtaining his signature.
3. The technician's signature does not indicate concurrence with the summary rating; it only reflects that the technician has received a copy of the appraisal. If a technician declines to sign and date an appraisal, that fact will be noted in the signature block by the rating official and a witness statement will be required.

4. Supervisors will select a private location for the performance counseling that is reasonable, and suitable to the technician.
5. Bargaining Unit technicians may have a LO representative present at the performance appraisal counseling if the technician so desires. It is the responsibility of the technician to request and coordinate the presence of a LO representative.
6. The following procedures will be used when presenting a technician with their annual performance appraisal:
 - a. Discuss the technician's general performance for the rating period;
 - b. Discuss the specific issues covered by the performance appraisal;
 - c. Allow the technician time to read the appraisal;
 - d. Allow the technician an opportunity to ask questions.
7. When all issues are reviewed, the technician should sign the report. The technician and supervisor will review the Standards and Critical Elements and make any revisions that may be necessary. If changes are made to the Standards and Critical Elements, a signed copy will be forwarded to the HRO.
8. If a technician refuses to sign the performance appraisal, supervisors will explain that the signature on the form acknowledges receipt of the appraisal only. The signature does not indicate concurrence. Supervisors will explain the grievance process to all technicians during the performance counseling session. If the technician continues to refuse to sign the appraisal, the supervisor will suspend the discussion until a witness to the presentation of the appraisal can be summoned. At this point the technician may request LO representation once the witness (selected by the supervisor) is present, the supervisor will:

- a. Indicate to the technician that the person present is there only to witness the presentation of the performance appraisal. The witness will not be allowed to view the appraisal itself;
- b. State that a discussion took place between himself and the technician regarding the performance appraisal;
- c. Ask the technician to sign the performance appraisal;
- d. Conclude the session and prepare a statement showing that the supervisor presented the performance appraisal and the technician refused to sign. This statement should be signed and dated by both the supervisor and the witness.

Section 17-5 GRIEVANCES:

Technicians not agreeing with their performance appraisal may grieve their performance evaluation within ten (10) workdays after receipt of their appraisal.

Section 17-6 APPRAISAL OF LABOR ORGANIZATION OFFICIALS:

The time spent away from the assigned job by LO representatives in the performance of their representational duties will not be taken into account when accomplishing a performance appraisal. The performance appraisal will be based on the performance of their officially assigned work.

Section 17-7 PERFORMANCE IMPROVEMENT PLAN (PIP):

1. The Performance Improvement Plan is an action that will be implemented by the supervisor when it becomes apparent that the technician is performing his duties less than Fully Satisfactory on one (1) or more critical elements of his performance standards. The supervisor should not wait until the end of the appraisal period to inform the technician his performance is unsatisfactory.

2. The supervisor is responsible to provide an opportunity for the technician to improve the substandard performance by establishing a formal PIP. A PIP must document instances of unacceptable performance and state specifically what must be accomplished to perform at a fully satisfactory level. The PIP serves to notify a technician of the need to improve performance, to identify specific performance deficiencies, and to identify what must be done to improve performance.
3. The supervisor will develop a PIP for unsatisfactory ratings that addresses specifically the performance deficiencies of the technician: The PIP will outline the methods, if appropriate, and the subject area element needing improvement. Technicians will be assisted in improving areas of unsatisfactory performance by proactive counseling, increased supervisory assistance, additional training, etc. The PIP will not run less than thirty (30) days or more than ninety (90) days.
4. An offer for the technician to contact the EAP coordinator for assistance dealing with any personal problems that might be impacting upon the performance of the technician.
5. If the technician's performance in any critical element continues to be unsatisfactory despite the efforts by the supervisory manager to improve performance, the technician and his representative will be advised that the technician may be reassigned, reduced in grade or removed from employment. Before initiating a reduction in grade or removing a technician for unsatisfactory performance, consideration may be given to reassignment to another position for which the technician is qualified. No action based on unsatisfactory performance may be taken until critical job elements and performance standards have been identified in writing; the technician has been given a copy of these standards, and the technician has been given an opportunity to improve his performance.

6. Upon the completion of the PIP, the appropriate supervisor shall inform the technician of either sufficient improvement or failure to improve to a sufficient (Fully Satisfactory) level.

7. Should a determination be made to reduce in grade or remove from employment following the formal PIP, a technician is entitled to:

a. A minimum thirty (30) day advance written notice of the action to be taken (reduction in grade or removal), which identifies the critical job element(s) and documented instances of unsatisfactory performance on which the action is based. This advance notice must be concurred with by an official who is in a higher level position than the immediate supervisor. This is not a proposed notice, but is to be considered as the final notice of action to be taken because, before this step the technician would have been given adequate assistance and time to improve performance.

b. If a technician submits a request to his supervisor to change an unsatisfactory performance appraisal, the supervisor will carefully review this information and advise the technician in writing whether the unsatisfactory performance appraisal was sustained or will be changed. The technician has the right to grieve the unsatisfactory performance appraisal

Section 17-8 TRIAL PROBATIONARY PERIOD:

1. New technicians will serve a one (1) year probationary period IAW applicable Federal statutes. Technicians are to be carefully observed and counseled during the trial/probationary period. During this period, supervisors should provide specific training and assistance to improve the technician's work performance if needed. For retention

beyond the trial/probationary period, the technician's work performance must minimally be at the (Fully Satisfactory) level.

2. The Employer agrees to advise a probationary technician of his progress prior to the end of tenth (10) month of his probationary/trial period. A technician serving a trial/probationary period is not to be given an official performance appraisal until after completing the required twelve (12) months of Federal service. After completing the twelve (12) months of service, the technician will be given an Official performance rating in accordance with the established performance period. If retention is not recommended, supporting documentation will be forwarded to the HRO who will then advise the supervisors and managers on taking the appropriate action to remove the technician from Federal service.

ARTICLE 18

GRIEVANCE PROCEDURES

Section 18-1 PURPOSE:

The Employer and the LO expect employees and supervisors to make a sincere effort to reconcile their differences. The parties recognize the importance of settling disagreements and misunderstandings promptly, fairly and in an orderly manner. Every effort will be made to settle grievances at the lowest level of supervision available. When such efforts fail, however, the following procedures are established for the settlement of grievances. Technicians may present grievances without fear of restraint, coercion, discrimination, or reprisal. The purpose of this article is to provide for a mutually acceptable method for the prompt and equitable settlement of bargaining unit technician grievances, LO grievances and Employer initiated grievances.

Section 18-2 EXCLUSIONS:

1. Any matter for which a statutory appeals procedure exists or those matters which otherwise conflict with statute. The provisions of 32 U.S.C. 709f (Adverse Action RIF appeals) are expressly excluded from this grievance and arbitration procedure. Foregoing language reserves to the State Adjutant General the final level of appeal in those items covered by 32 U.S.C. 709f, as required by statute.
2. Termination of a technician serving under temporary appointment limited to one (1) year or less.
3. A non-selection for promotion when the sole basis for the grievance is an allegation by the technician that he is better qualified than the person selected.

4. Demotions following temporary promotions, which have lasted longer than two (2) years, when it is clearly established that the technician was informed that his service in the higher graded position would be terminated at a stated time or upon return of a permanent incumbent.
5. Oral disciplinary admonitions or verbal warnings
6. Some additional items, which are not grievable, are:
 - a. salary decisions, Office of Personnel Management decisions.
 - b. group life insurance,
 - c. group health benefits,
 - d. re-employment rights,
 - e. restoration after military service,
 - f. position classification,
 - g. discrimination under Equal Employment Opportunity policy,
 - h. military related matters.

Section 18-3 PROCEDURES:

The procedures contained in this article are the exclusive procedures for resolving grievances, which fall within its coverage and not otherwise excluded herein.

Section 18-4 DEFINITION:

Grievance means any complaint by bargaining unit technician in his technician status concerning any matter relating to the employment of the technician; by the exclusive representative concerning any matter relating to the employment of any bargaining unit technician; or the activity concerning the effect of interpretation, or a claim of breach of this agreement; or any claimed violation, misinterpretation, or misapplication of any law,

rule or regulation affecting employment, except those matters excluded by section 18-2 of this article.

Section 18-5 REPRESENTATION:

The LO may, on its own behalf or on behalf of any technician in the exclusive unit represented present or process grievances. Furthermore, this article assures bargaining unit technician the right to present a grievance on their behalf, so long as the exclusive representation is afforded the opportunity to exercise its right to be present during the grievance proceeding at any level of supervision. Any item subject to binding arbitration may be invoked only by LO or the Employer. The arbitrator will resolve all questions of grievability and arbitrability before considering the merits of the grievance.

Section 18-6 LIMITATIONS:

It is understood that a technician cannot file a grievance for the purpose of getting an established policy, standard, or procedure changed. However, the LO may file a grievance for the purpose of getting an established policy, standard or procedure changed by HRO.

Section 18-7 HRO GRIEVANCE:

Any grievance against the HRO will be taken up within ten (10) working days in writing and be addressed to the HRO / LRS as the first step for resolution. The HRO / LRS will respond to the aggrieved technician in writing within fifteen (15) workdays from the date notification is received. If not resolved the written grievance will be submitted to TAG of Tennessee within ten (10) workdays from receipt of HRO's written response. The Adjutant General will render a written response within ten (10) workdays from receipt of the grievance.

Section 18-8 GRIEVANCE PROCESS:

For the purpose of this agreement, the following procedures apply in processing a grievance. In the case of an informal grievance, the technician must make clear to the supervisor or the management official who created the grievance situation or who has resolution authority over the grievance, that an informal grievance is being presented. The management official is encouraged to confer with any or all management officials concerned prior to rendering a decision to the grievant and/or the LO. Grievances will be presented to the technicians' immediate supervisor, or the official which created the grievance situation, within fifteen (15) workdays by the technician after the occurrence of the matter or fifteen (15) workdays after the technician becomes aware of the matter from which the grievance arose. Grievances will not be filed after exceeding the above time limits.

INFORMAL PROCESS:

It is agreed that settling of problems may be accomplished verbally before becoming formal. At this informal stage, the employee and the representative will meet with the supervisor/manager concerned and an attempt will be made to resolve the issue(s) that caused the grievance within fifteen (15) workdays. Resolution of a grievance at this stage is highly encouraged by both parties.

If a settlement cannot verbally be agreed to, the following procedure will be utilized:

FORMAL PROCESS:

1. The grievance will be prepared in writing, utilizing the agreed to form. The Technician and/or designated LO will present the grievance to the appropriate Air Commander. The

Air Commander will meet with the grievant and/or his representative as soon as practical prior to rendering his decision.

2. The Air Commander will provide a written decision to the individual and/or the LO representative within ten (10) workdays after meeting with the grievant and/or his representative.

3. If the grievant is dissatisfied with the decision above, the written grievance and attachments may be submitted to the Assistant Adjutant General (Air) within ten (10) workdays.

4. The Assistant Adjutant General (Air) will issue his written decision within ten (10) workdays to the grievant and/or the LO.

5. If the grievant/LO is dissatisfied with the decision above, the written grievance and attachments may be submitted to the Adjutant General within ten (10) workdays.

6. The Adjutant General will issue his written decision within ten (10) workdays to the grievant and/or the LO.

7. If the grievant/LO is dissatisfied with TAG's decision the matter may then be taken to arbitration / third party.

Section 18-9 MISCELLANEOUS INFO:

1. A formal grievance file will be maintained by the HRO consisting of all correspondence pertinent to, or generated in the matter, and will be maintained and retained pursuant to governing files disposition regulations. Information in the grievance file will be made available to the LO, upon written request, if permissible under applicable law.

2. If at any time in the formal stage the grievant freely chooses to terminate the grievance, he will do so by a written statement of termination to the Employer with a copy to the LO. Such a termination action will be binding on the technician, the LO and the Employer.
3. The time frames may be extended by mutual written agreement. If management fails to comply with the time limit at any step, the grievance automatically goes to the next step. If the grievant fails to comply, the grievance is terminated. However, it is preferred that extension request be answered (either granted or denied) in a timely manner to allow for the time limits to be met in keeping with the integrity of the grievance process.
4. Upon request and subject to law, rule, or regulation, management and the LO will supply each other with any investigation reports and/or documents used in the original action concerning a denied grievance.

Section 18-10 EMPLOYER INITIATED GRIEVANCES:

1. The following procedure applies to grievances initiated by the Employer. Grievance initiated by the Employer will be submitted, in writing, to the LO State Chairman. Within seven (7) workdays, the parties will meet to resolve the grievance. The LO will render a written decision no later than fifteen (15) workdays following the meeting.
2. The Employer may, within twenty (20) workdays from the date of the decision, inform the LO that the grievance will be submitted to arbitration.

ARTICLE 19

ARBITRATION

Section 19-1: Arbitration will only be used to settle unresolved grievances arising under the Grievance Procedure Article. Arbitration may be invoked only by the Employer or the LO. The decision to refer the grievance to arbitration must be submitted to the other party within ten (10) workdays of the date of the final decision on the grievance.

Section 19-2: The party requesting the services of an Arbitrator will submit a request to the Federal Mediation and Conciliation Service (FMCS) for a listing of seven (7) available Arbitrators, and concurrently serve the other party with a copy of the request and all enclosures.

Section 19-3: The parties shall meet within seven (7) workdays after receipt of the Arbitrator list. If the parties cannot mutually agree upon one of the listed Arbitrators, the parties will alternate having the first choice of striking a name from the list, with striking a name until only one name remains. The remaining Arbitrator will be contacted by the party who invoked arbitration to hear the grievance. The parties agree that if the selected arbitrator is unavailable to hear the grievance within sixty (60) days, the parties may select a new arbitrator using the above procedure. A copy of any material or information furnished to the arbitrator will be given to the other party fifteen (15) working days prior to the arrival of the arbitrator. If either party fails to participate in the selection process, the arbitration action will proceed with the requesting party accomplishing the selection.

Section 19-4: The total cost of arbitration, to include arbitrator's fee, travel, per diem, recording and transcript services, and any costs incidental thereto, shall be paid one-half (1/2) by LO and one-half (1/2) by Management. The expenses incurred in providing

necessary or desired witnesses employed by the Military Department of Tennessee shall be at the expense of the Employer. HRO will, within the provisions of the Privacy Act and 5 USC 7114 (b) (4), furnish any related documents, records and files that the LO requests in writing.

Section 19-5: Additional copies of the transcript may be requested and purchased separately by either party. Either party may file pre- and post-hearing briefs under the timeliness requirements set by the arbitrator. The arbitrator's decision will be implemented as soon as practical, but not later than thirty (30) days after receipt unless exceptions to the arbitrator's decision are filed with the Federal Labor Relations Authority (FLRA) (and/or the decision is contrary to law, regulation of appropriate authority or PL 95-454). Either party may request clarification of the award. Any such request will be served to the other party.

Section 19-6: The arbitration hearing will be held, if possible, on the Employer's premises during normal duty hours. The arbitrator will render his/her decision no later than forty-five (45) calendar days after conclusion of the hearing or receipt of post-hearing briefs.

Section 19-7: Either party may file exceptions to the arbitrator's award with the FLRA under regulations prescribed by the Authority.

Section 19-8: Only those matters that are grievable under the Grievance Procedure Article of this agreement will be subject to arbitration.

Section 19-9: Upon selection of an arbitrator, management and the LO will meet in an attempt to stipulate as to the issue to be submitted to the arbitrator. The question may be no broader in scope than the issue presented at the grievance stage. If the parties cannot

agree, they will each submit to the arbitrator the issue they feel should be decided by the arbitrator, at least seven (7) workdays in advance of the hearing, furnishing a copy of the submission to the other party.

Section 19-10: At least ten (10) workdays in advance of the hearing the parties will exchange a list of proposed witnesses and a short description of the expected testimony of each of the listed witnesses.

Section 19-11: Certificate of compliance with the decision of the arbitrator, to include corrective action where appropriate, shall be provided to the other party as soon as practical.

ARTICLE 20

REDUCTION IN FORCE

Section 20-1 GENERAL:

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

Section 20-2 PROCEDURES:

In taking a reduction in force (RIF) action, the Employer will comply with (a) Public Law 95-454 and any applicable change thereto; and (b) the version of Technician Personnel Regulation No. 351 (TPR 351) that is in effect as of the date of execution of this Agreement, except to the extent TPR 351 is subsequently changed. If TPR 351 is changed, the Employer will negotiate over the changes to the extent they are matters within the mandatory scope of bargaining provided by statute. Pending completion of the negotiations, including any Federal Service Impasses Panel proceedings, the Employer will maintain the status quo that existed before TPR 351 was changed.

Section 20-3 DEFINITIONS:

1. 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 calendar days, or reassignment involving displacement of another technician, caused by lack of work or funds, reorganization, or the need to make a place for a person exercising reemployment or restoration rights.
2. Competitive Levels:
 - a. A competitive level consists of all positions within a competitive area that are in the same grade 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.

b. Supervisor and non-supervisory positions will not be placed in the same competitive level.

c. Non-technician employees will not compete with bargaining unit technicians for bargaining unit positions.

3. Technicians are divided into three (3) tenure groups:

Group I- Technicians under permanent appointment who are not serving on probation or trial periods.

Group II- Technicians serving on probation or trial period.

Group III- Technicians who have been given indefinite appointments in the excepted service.

4. Retention Registers: A record that lists technicians in descending order, within their competitive levels, starting with the technician with the most points. Technicians shall be classified on a retention register on the basis of their tenure of employment, performance, length of service, and in descending order as follows:

a. By tenure Group I, Group II, and Group III, and

b. Within each Group, add the points obtained based on the following criteria, to obtain a RIF Listing. Add the points obtained in (1) and (2) for a RIF score:

(1) The average score of the points of the last three (3) official performance appraisals: unsatisfactory equals zero (0) points, fully satisfactory equal four (4) points and outstanding equals eight (8) points.

(2) One (1) point for each year of the service computation date (SCD).

(3) RIF actions would be performed on the lowest scores from this RIF listing.

(4) The tiebreaker will be the technician with the earliest technician service date.

(5) VERA/VSIP (Buyouts): Prior to issuing written notices, VERA/VSIP may be offered to reduce the overall impact.

Section 20-4 HRO RESPONSIBILITIES:

1. When the Employer is notified of a RIF, it will immediately notify the LO of the RIF.
2. The Employer will meet with the LO to explain the need for a reduction in force as soon as the Employer is notified or becomes aware of a RIF situation. Upon request, provide necessary documents and correspondence relative to the RIF action.
3. After the appropriate arrangements and accommodations bargaining with the LO, notification of the RIF to work force will be in the form of a posted written general notice as far in advance as possible. In any case, however, the RIF notice will not be less than sixty (60) days. The general notice will contain as a minimum:
 - a. The established competitive area.
 - b. The established dates all appraisals are to be/ have been frozen.
 - c. The date personnel actions are frozen, i.e., reassignments, promotions, hiring, etc.
 - d. POC for counseling.
 - e. Established date and times for appropriate briefings, etc.
 - f. Whether or not voluntary VERA/VSIP RIF's will be accepted.
4. Screen the manning documents to determine which vacancies will be needed for placement action.
5. The parties agree to develop an aggressive placement program to include contact with other states, local federal activities, local government and private agencies.

6. A separate written notice will be given to each technician adversely affected by a RIF at least sixty (60) days prior to the effective date of the action. This notice will state specific actions and known alternatives to be offered to the individual. Specific notices may run concurrent with a general notice.

ARTICLE 21

JOB DESCRIPTION

Section 21-1 JOB DESCRIPTION CHANGE:

Whenever formal action is initiated locally to significantly modify the job description of any position in the bargaining unit that could result in a grade change, the proposed changed job description will be submitted to the LO.

Section 21-2 JOB CLASSIFICATION COMPLAINTS AND APPEALS:

Any technician in the bargaining unit who fears that he is performing duties outside the scope of his job description that may affect classification, may request, through the immediate supervisor, that the job description be reviewed. The Employer shall conduct an audit of the technician's duties and responsibilities to determine the proper description. During the audit, the Employer's representative shall discuss the audit with the technician and supervisor. Upon completion of the audit, finding shall be discussed with the technician. If satisfactory solution to the technician's complaint is not reached, the technician may proceed as follows:

a. If the duties and responsibilities outlined in the job description are not correct in accordance with the position description, the technician may file a grievance under the negotiated grievance procedures to have the position description corrected.

b. If the position description is correct and the classification is not correct, the technician may appeal the classification as follows:

(1) Wage Grade technicians appeal their classification through the Employer or the Office of Personnel Management (OPM). If the Employer's decision is not favorable, it may then be taken to OPM.

(2) General Schedule technicians may appeal their grade through the Employer or the Office of Personnel Management (OPM). If the Employer's decision is not favorable, it may then be taken to OPM.

Section 21-3 TEMPORARY ASSIGNMENT:

A detail is the temporary assignment of a technician to a different position for a specified period. Detailing to positions or work assignments requiring higher or different skills will be based on a valid need as determined by appropriate authority and will be consistent with appropriate regulations, with the technician returning to his regular assignment at the conclusion of the detail.

Section 21-4 MANPOWER SHORTAGES:

The detail method may be used to meet Employer needs occasioned by such factors as abnormal workload, changes in mission or organization, or unanticipated absences, pending authorization and classification of new positions or other types of manpower needs that cannot be met by normal personnel replacement actions.

Section 21-5 TEMPORARY PROMOTION:

A technician temporarily placed in a higher graded position for more than thirty (30) days will be temporarily promoted and paid commensurate with the promotion provided he/she is qualified for the higher grade. Temporary promotions of one hundred twenty (120) days or more will be based on competitive procedures.

Section 21-6 ROTATION:

Whenever possible qualified volunteers for details will be sought and accepted before non-volunteers are assigned. The detail procedure will not become a device to afford

some employees an undue opportunity to gain qualifying experience unless the detailed employee was selected through merit promotion procedures.

Section 21-7 PERSONNEL ACTIONS:

All details will be reported on the appropriate forms and maintained as a record in the Official Personnel Folder. In turn, the technician will be provided a copy of the SF 50/52 effecting such detail.

Section 21- 8 ADDITIONAL DUTIES:

Technicians must also be aware that from time to time, they may be required to perform duties other than those reflected as principle duties. Consequently, position description contains a statement “performs other duties as assigned.” These assignments should be reasonably related to the technician’s position and/or qualification. However, a technician may be assigned to unrelated additional duties when this assignment is necessary to appropriately accomplish the mission. The supervisor should distribute additional duties in the best way possible to cause the least disruption and the least interruption to the emission. In no case will additional duties be assigned to a technician as punishment.

Section 21- 9 EXTRA DUTIES

Management should ensure the assignment of extra duties is assigned in the best way possible to cause the least disruption and the least interruption to the mission.

Consideration shall be given to excusing an employee from an assigned extra duty if a qualified volunteer is available.

ARTICLE 22

COMPENSATORY TIME

Section 22-1: It is agreed that when an individual technician is required to work four (4) hours or more overtime, following his regularly scheduled shift, he will, at the completion of two (2) hours of said overtime, be allowed a break.

Section 22-2: The Employer agrees that a concerted effort will be made to give technicians as much notice as feasible when overtime is required and further agrees to give due consideration to technician's personal circumstances subject to the paramount requirement of mission accomplishment. If enough volunteers are not available, then overtime shall be distributed equally among those qualified and working in the position to be filled in an overtime situation.

Section 22-3: Call back overtime work. Irregular or occasional overtime work performed by a technician on a day when work was not scheduled for him or for which he is required to return to his place of employment, is deemed at least two hours in duration for the purpose of compensatory time, whether work is performed or not. Compensatory time for travel shall be in accordance with all applicable travel regulations (JTR Vol. II).

ARTICLE 23

FLEXIBLE WORK SCHEDULE

Section 23-1 REFERENCE:

Reference 5 CFR Sections 610.

Section 23-2 AUTHORIZED WORKWEEK SCHEDULES:

The Adjutant General retains the unfettered discretion to change or modify basic workweeks for technicians. The Employer recognizes their responsibility to conduct impact and implementation bargaining, (accommodation and appropriate arrangement), as prescribed by law, with respect to changes in the work schedule. A situation which imposes immediate and unforeseen work requirements, as a result of natural phenomena or mission related circumstances beyond the Employer's reasonable control or ability to participate and is in accordance with 5 CFR 610.121 (a) (1), is excluded from the fourteen (14) day notice requirement. Whatever the situation(s) mentioned above the LO will be informed of any situation(s) / emergency situations as soon as practical.

Section 23-3 WORK HOURS:

To meet mission requirements, management and technician needs will be considered when scheduling work hours. Work schedule changes will be reviewed on an annual basis, or as applicable situations dictate.

Section 23-4 HOLIDAYS:

The procedures for "in lieu of" days will be determined in accordance with the applicable provisions of 5 C.F.R. 610.202.

Section 23-5 CLEAN UP TIME:

An employee performing tasks that involve or bring them into contact with potentially dangerous chemicals or non hazardous, but dirty materials will be allowed ten (10) minutes to clean up prior to the meal period.

Section 23-6 CHANGE OF WORK SCHEDULE:

In any instance where a known requirement exists, not encompassed in this Article, for a Technician to be scheduled for work other than as originally scheduled, it will be indicated by the publication of a change of workdays. Employees will be notified at least seven (7) days prior, in writing, of all such changes prior to performance of work, except when the Employer determines that the unit would be seriously handicapped in carrying out its functions or that costs would be substantially increased, in which case employees will be provided as much advance written notice as the Employer determines can be provided without causing a serious handicap or substantial cost increase.

Section 23-7 EDUCATION:

It is the policy of the Employer to support the continued civilian education of all employees. The Employer will consider revision of employee work schedules to the extent such revisions do not adversely impact mission, work, or productivity.

ARTICLE 24

SUGGESTIONS AND AWARDS PROGRAM

Section 24-1 PURPOSE:

The Tennessee Air National Guard Recognition System is designed to motivate technicians to increase productivity and creativity and to achieve greater efficiency, economy, and improvement of operations. It provides a method for rewarding technicians whose job performance and ideas are substantially above normal job requirements and performance standards, and provides for consideration of performance contributions throughout the Tennessee Air National Guard. The recognition system is supported by all levels of management, and will be administered in a fair, objective, timely and equitable manner.

Section 24-2 AWARD CATEGORIES:

1. CASH AWARDS
2. TIME-OFF AWARDS
3. HONORARY AWARDS
4. INFORMAL RECOGNITION
5. SUGGESTION OR INVENTION
6. SUPERIOR ACCOMPLISHMENT, PRODUCTIVITY GAIN, OR OTHER
PERSONAL EFFORT
7. SPECIAL ACT OR SERVICE
8. PERFORMANCE
9. LENGTH OF SERVICE AND RETIREMENT

Section 24-3 NOMINATION:

Any technician having direct knowledge of a special act or service resulting in savings and/or benefits to the Tennessee Air National Guard may recommend awards to the appropriate supervisor for submission in accordance with the guidance provided by TPR 451.

Section 24-4 SUGGESTIONS:

1. The Suggestion Program is an award program by which technicians make suggestions to improve Employer operations. The purpose of this program is to promote voluntary involvement and to improve and increase productivity, creativity and to achieve greater efficiency, economy, and improvement of the Tennessee Air National Guard.
2. The Suggestion Program will be administered in accordance with this article and TPR 451. All suggestions will be forwarded to HRO designee. Suggestions related to Aircraft Maintenance must be introduced to the Maintenance Quality Assurance.

Section 24-5 OTHER METHODS OF RECOGNITION:

Letters of appreciation or commendation may be granted by supervisors for specific instances of above-standard performance or work achievements by an individual technician or team of technicians that warrant special recognition but do not meet the criteria for a special type of award.

ARTICLE 25

STANDBY/ON-CALL STATUS

1. A technician will be considered on duty and time spent on standby (paid) duty shall be considered hours of work if:

a. The technician is restricted to an Employer 's premises, or so close thereto that the technician cannot use the time effectively for his or her own purposes.

b. The technician although not restricted to the Employer's premises is restricted to his living quarters or designated post duty.

c. The technician has his activities substantially limited.

d. The technician is required to remain in a state of readiness to perform work.

2. A technician will be considered off duty and time spent in an on-call status (non-paid) shall not be considered hours of work if:

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

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

3. If a technician works outside his normal duty schedule due to being called in, the technician will be entitled to compensatory time in accordance with applicable government regulation and/or statutory change(s).

ARTICLE 26

HAZARDOUS DUTY PAY AND ENVIRONMENTAL DIFFERENTIAL PAY

Section 26-1 PURPOSE:

The purpose of this article is to define the situations under which Hazardous Duty Pay (HDP) and Environmental Differential Pay (EDP) are paid to technicians employed by the Tennessee Air National Guard. Specific procedures and guidelines are established in 5 CFR Part 532 and 550.

Section 26-2 COVERAGE:

1. This article applies to all Tennessee Air National Guard technicians.
2. HDP applies only to General Schedule (GS) technicians.
3. EDP applies only to Wage Grade (WG) technicians.
4. HDP may not be paid to a technician when the duty has been taken into account the classification of the technician's position unless the circumstances of the specific hazards or physical hardships have changed from those identified in the controlling position description.

Section 26-3 POLICY:

1. HDP and EDP are additional compensation programs available to technicians for actual exposure to various degrees of hazard, physical hardship, and working conditions of an unusually severe nature. Authorization for these differentials do not eliminate the continuing responsibility of all concerned to initiate positive action to eliminate or reduce danger and risk, which contribute to or cause the hazard, physical hardship or working condition.

2. The existence of HDP and EDP differentials is not intended to condone work practices, which circumvent Federal safety laws, rules or regulations.
3. When potential hazard or actual exposure is identified in a work condition, first consideration must be given to the protection of the technician. Protective measures, which reduce the hazard to the technician and relieve their exposure, must be made available. The payment of HDP and EDP is a pleasure, which admits no available means can reasonably be employed to adequately or (where appropriate) practically eliminate the hazard or discomfort to reasonably safe levels.

Section 26-4 RESPONSIBILITIES:

1. The technician is required to work within the realm of sound safety and occupational health practices and procedures under their control. In those instances where the application of these practices and procedures cannot effectively eliminate a hazardous situation, the technician must take positive steps to report the situation, and if appropriate, initiate a request to establish a HDP/EDP situation. Recommendations will be forwarded through supervisory channels to HRO-CL with a copy to LO.
2. All supervisors and managers must ensure that safety practices and acceptable work procedures are followed. In those instances where the application of these practices and procedures cannot adequately alleviate a hazardous situation, the supervisor or manager must take positive steps to report the situation, and if appropriate, initiate a request to establish a HDP/EDP situation. Upon receipt of a request to establish a HDP/EDP situation, the supervisor must examine the request, provide recommendations, and forward the request within ten (10) work days through supervisory channels to the HRO.

Supervisors and managers do not have to approve or disapprove a request to establish a HDP/EDP request.

3. The HRO or designee is responsible for the management of the HDP and EDP programs. HRO or designee shall review and disseminate all appropriate regulations as it relates to this article. New qualifying situations that arise during the review period will be handled on a case by case basis. The HRO or designee and LO representative shall conduct an annual review of the program and approved requests to ensure that they are current and valid.

4. HRO or designee:

a. Management will evaluate the situation and determine if the situation meets the parameters of the appropriate CFR for approval.

b. Upon LO determination of HDP and EDP requests, the HRO-CL will meet with the LO within thirty (30) calendar days to inform the LO of approval or disapproval of the request.

Section 26-5 HAZARDOUS DUTY PAY (HDP):

1. This section provides details for implementation for HDP for the TNANG IAW 5 CFR, Section 550.991.

2. This article establishes a schedule of pay differentials for irregular or intermittent duty involving unusual physical hardship or hazard. A technician in the General Schedule (GS) pay system may be eligible for HDP if they are performing hazardous duties or duties involving physical hardship.

3. Duty involving physical hardship means duty which may not, in itself, be hazardous, but which causes extreme physical discomfort or distress and which is not adequately alleviated by protective or mechanical devices. Situations that may qualify for HDP are:
 - a. Duty requiring exposure to extreme temperatures when the exposure exceeds the established parameters.
 - b. Duty involving arduous physical exertion such as duty that must be performed in cramped conditions.
4. Hazardous duty means duty performed under circumstances in which an accident could result in a serious injury or death.
5. Hazard pay differential means additional pay for performance of hazardous duty or duty involving physical hardship.
6. HDP will be paid in accordance with 5 C.F.R. 5550-901.907 and 5 C.F.R. Part 550 Appendix A and Appendix A-1, and any change thereto.
7. Payment of the HDP shall be made to the technician no later than the second pay period after approval of the HDP situation.
8. The Employer shall discontinue payment of HDP to a technician when:
 - a. One or more of the conditions required for such payment ceases to exist;
 - b. Safety precautions have reduced the hazard to a less than significant level 4 risk, consistent with generally accepted standards that might be applicable, such as those published by the Occupational Safety and Health Administration (OSHA), Department of Labor; or
 - c. Protective or mechanical devices have adequately alleviated physical discomfort or stress.

Section 26-6 ENVIRONMENTAL DIFFERENTIAL PAY (EDP):

1. This section provides details for implementation of the Environmental Differential Pay Program for the Tennessee Air National Guard IAW 5 CFR, Chapter 1, Section 532.511.
2. This article identifies the schedule of Environmental Pay Differentials for exposure to various degrees of hazards, physical hardships, and working conditions of an unusual nature applicable to Tennessee Air National Guard technicians. Environmental Differential Pay is applicable only to wage grade technicians as authorized by 5 CFR, Chapter 1, Section 532.511 and this article. Environmental Differential Pay will be paid in accordance with 5 CFR, Chapter 1, and Section 532.511.
3. Environmental Differentials are paid for those work situations where the technician is exposed to a potentially severe hazard which has a real probability of occurrence and for which no adequate precautions or protective facilities are possible to minimize or practically eliminate physical injury, illness, or death to the worker should the potential of the situation materialize.
4. Environmental situations do not qualify for differential compensation simply on the basis that an element, hazard, or discomfort has been identified in the work environment. The hazard must involve a real threat with no effective measures available to adequately alleviate the technician from discomfort or threat of injury. Significant actual discomfort, arising from the work situation, must be experienced by the technician with no effective means available to relieve the discomfort.

5. If no effective measures are available to protect the technician from the effect of the work environment and real injury or serious discomfort is experienced by the worker, appropriate compensation through environmental differential pay must be provided IAW CFR 532.511. However, the essential requirement for the work assignment, which involves potential hazard or serious discomfort, must be determined first. Second, such protection that is available must be applied to reduce the effect of the adverse environmental conditions to whatever minimum is possible. Third, the number of technicians exposed to a potential hazard or severe discomfort should be limited to the absolute minimum necessary to accomplish the work assignment.
6. EDP payment will be made IAW 5 CFR 532.511.
7. Payment of EDP shall be made to the technician no later than the second pay period after approval of EDP.
8. Environmental differentials are stated as percentage amounts and are authorized for categories of exposure. The amount of the environmental differential, which is payable, is determined by 5 CFR 532.511.
9. Recommendations to establish new requests or to change existing situations must address the conditions and may be submitted in the format indicated in Appendix A in this contract.
10. EDP is paid when the environmental situation/hazard cannot be practically eliminated.

ARTICLE 27

LABOR ORGANIZATION ADMINISTRATION

Section 27-1 OFFICE SPACE:

1. The Employer will make reasonable efforts to provide exclusive adequate office space for the LO at the three installations where the LO maintains a Chapter office. Adequate office space includes room for two (2) desks and two (2) filing cabinets. The State LO Chairman will share this office space with appropriate Chapter. Any change to office space and/or location will be I&I bargained.
2. The LO is permitted to install a telephone in the offices with all expenses incurred in the installation and use of the telephone to be borne by the LO. The actual location of the telephone may be changed, by mutual agreement. The LO representatives may have access, subject to security regulations, to the designated office space before, during (if performing representational duties/functions), and after normal work-hours. All expenses incurred in the installation and use of office equipment will be borne by the LO.
3. The LO may have access to Employer telephones for local official calls for TANG Labor Management business involving grievances, negotiations, investigations, etc.
4. Appropriate meeting facilities will be available for LO meetings. A request for facility use will be submitted in a timely manner, prior to each desired meeting. When space is not available at the requested time the parties will consult on an alternate location. The LO will ensure that the facility is left in the condition in which it was received.

Section 27-2 OFFICE FURNITURE AND EQUIPMENT:

The LO may utilize any serviceable excess equipment and/or furniture. The LO may utilize existing equipment/furniture in their possession.

Section 27-3 LABOR ORGANIZATION BULLETIN BOARDS:

The Employer agrees that the LO will be afforded bulletin board space for the exclusive use of the LO for the display of labor organization material as follows:

- a. Existing LO bulletin boards shall be allowed to remain. In large facilities, the LO may request space for additional bulletin boards.
- b. The State Chairman will have access to the local LAN for an e-mail account to be provided IAW with applicable rules and regulations.
- c. The establishment of electronic bulletin boards at each base will be pursued by the Employer and LO for the purpose of exchanging information between technicians, within 120 days.
- d. LO representatives or designated representatives are the only personnel authorized to post or remove material from bulletin boards.

Section 27-4 LABOR ORGANIZATION SIGNS:

1. The LO will be allowed to post a sign outside approved offices.
2. The signs must conform to building design and standard.

Section 27-5 COPIES:

The Employer agrees to allow the LO limited use of existing copier equipment for mutually exchanged information, LO will provide paper. The LO will not make copies of any material for mass mailing. The uses of the copier will not interfere with normal business.

Section 27-6 COMMITTEE MEMBERSHIP:

The LO will be notified to supply a representative to serve on the Environmental Differential Pay Committee.

ARTICLE 28

DUES DEDUCTION AND REVOCATION or

PAYROLL DEDUCTION

Section 28-1 WITHHOLDING FORM:

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

Section 28-2 PROCESSING:

The completed standard form will be provided by the LO to the Civilian Pay Office. Such requests will be handled promptly.

a. The standard form will be completed and certified as to the amount of withholding (.007 of base pay) and that the member has been advised of the contents of the form, and the individual's earliest date of dues revocation will be annotated on the form and initialed by the individual.

b. The standard form may be submitted at any time. The effective date for withholding will start the first pay period beginning after the submission of the form to the Civilian Pay Office. Adjustments to dues allotments will occur within two (2) pay periods whenever the member's rate of base pay changes.

c. An allotment shall be terminated when the employee leaves the bargaining unit as a result of any type of separation, transfer, or other personnel action; upon loss of exclusive recognition by the LO; when the agreement providing for dues withholding is suspended or terminated by an appropriate authority outside DOD or when the employee has been suspended from the LO.

d. When an employee is temporarily promoted or detailed to a position outside of the bargaining unit, the Employer agrees to provide notification of change in bargaining unit status. Civilian pay office will reinstate the dues withholding of the employee upon notification of the employee's return to the bargaining unit.

e. The LO agrees to provide the HRO with SF form 1187 when requested.

f. It is the individual's responsibility when temporarily assigned outside the bargaining unit to maintain dues payments, if the employee so desires, in order to protect union associated insurance, or other union benefits.

Section 28-3 DUES REVOCATION:

The Employer agrees to provide the technician with copies of the standard form SF 1188 for use in revoking dues allotments. These forms will be available from the Employer to those individuals wishing to revoke their dues withholding.

a. The individual will turn the completed standard form 1188 into the Civilian Pay Office.

b. The Civilian Pay Office shall date and initial all copies of the standard form upon receipt from individual. The employee will provide the LO the second copy of the standard form.

c. The first pay period of September shall be the annual dues revocation date established by this agreement. The Civilian Pay Office must receive all dues revocation forms not later than 1st of August. Dues revocation shall not become effective until the first full pay period in September.

Note: However, employee must have been on dues revocation for a period of one year prior to any cancellation request for this period.

ARTICLE 29

UNIFORMS

Section 29-1: IAW Title 32 §709 technicians must comply with the wear of the military uniform and appearance standards.

Section 29-2: Technicians required to work in environments that require PPE will be provided PPE IAW AFI/OSHA Regulations. Prior to assigning a technician to a task, which requires PPE, the Employer will provide the required PPE.

Section 29-3: In compliance with the uniform appearance standards, uniforms in need of repair may be exchanged at Base Supply for new uniforms on a fair wear and tear basis. .

Section 29-4: The Employer agrees to provide the prescribed number of uniforms needed for technicians to accomplish their duties as authorized in AFI 36-3014. Uniforms supplied by the Employer will come ready to wear with all required accouterments sewn/affixed onto the uniforms; no cost will be incurred by the technician to replace uniforms.

Section 29-5: The Employer will provide organizational clothing (coverall) to be worn by the technician when the technician is exposed to hazardous chemicals in the performance of technician duties. The Employer will provide cleaning of the coveralls at no expense to the technician.

ARTICLE 30

DAYCARE

1. The parties agree to jointly develop and administer a daycare survey of the members of the Tennessee Air National Guard. The survey will identify the number of children at each base needing daycare.
2. The parties agree to complete the survey within 6 months.
3. The parties agree to reopen the daycare article in 9 months if the survey identifies a need.
4. If the survey does not identify a valid need, the parties agree to resurvey the workforce 24 months from the date of the previous survey.

ARTICLE 31

RIDESHARING

Section 31-1 DEFINITION:

Any mode of travel which eliminates additional POVs on the base.

Section 31-2 PURPOSE:

To conserve energy and relieve parking congestion, the Employer should encourage participation in ride sharing.

Section 31-3 LOCATION:

Designated parking for technicians that participate in the ride-sharing program should be encouraged at base level.

Section 31-4 OVERTIME:

Prior to assigning overtime, consideration should be given by the Employer to technicians that ride share.

ARTICLE 32

MEDICAL SURVEILLANCE PROGRAM

Section 32-1: The Employer and the LO acknowledge the comprehensive medical surveillance program for the health and well being of the technician and to abide by the established regulations and safety standards

Section 32-2: The Medical Surveillance Program will be IAW appropriate rules, statutes and regulations for the TN ANG technicians.

Section 32-3: The medical records are for official use only. They will not be released without the written authorization from the technician.

ARTICLE 33

LABOR MANAGEMENT MEETINGS

1. Upon request, the Employer agrees to facilitate biannual meetings at one (1) of the four (4) ANG bases. The purpose of these meetings is to discuss conditions of employment and other items of mutual interest relating to the TN ANG Technician Program. These informal meetings are necessary to the establishment of a partnership.

The following personnel or designee should attend:

- a. Installation Commander
- b. State Chairman of ACT
- c. Local Chapter President
- d. LRS

2. The LRS will act as the facilitator and coordinator of these meetings. Official transcripts or minutes are not necessary as the intent of these meetings is to establish an informal communication link between all parties represented by this Labor Management Agreement. These meetings are also intended to improve communication between labor and management.

ARTICLE 34
INFORMATION

Section 34-1 POLICY:

The Employer agrees to make available to the LO and Technicians OPM publications such as the TPR's and Classification Standards, if these publications are available in any format. The Employer will provide the State Chairman/designee with one (1) copy of all current and future Employer and activity policy directives, regulations, etc., relating to LO technicians and their working environment and one (1) copy of all Employer and/or activity instructions or reports appropriate to effecting the Labor-Management Relations Program. The Employer agrees to place the LO on the distribution list for all pertinent Technicians Personnel Regulations and assures that additional policies and directives of the agencies (NGB and OPM) are made available during normal duty hours.

Section 34-2 LABOR ORGANIZATION INFORMATION:

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

Section 34-3 TECHNICIAN MANNING DOCUMENT:

Upon request, the LRS agrees to furnish the State Chairman/designee a copy of the current manning document list of bargaining unit members.

Section 34-4 DISTRIBUTION:

1. A distribution box will be provided to the State Chairman of the LO.
2. The Employer agrees to allow the LO to use internal distribution to perform representational duties.

Section 34-5 INFORMATION:

Upon written request by the LO representative, the Employer shall provide to the LO information concerning bargaining unit members conditions of employment, unless disclosure of the requested information is prohibited by federal statute. This request for information, when deemed appropriate, shall be accomplished with a release from the technician. Also the Employer shall furnish data to the exclusive representative IAW 7114(b)(4)(A)(B)(C).

Section 34-6 PROCESS:

An individual requesting this information must go through his/her immediate supervisor. The local chapter of ACT requesting this information may go directly to the Air Commander of the base or facility. The national field representative/state chairman will request information through the HRO with a courtesy copy to the affected facility.

Section 34-7 TIME:

The Employer shall provide requested information within a reasonable amount of time.

ARTICLE 35

DURATION AND CHANGES TO AGREEMENT

Section 35-1 EFFECTIVE DATE:

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

Section 35-2 AGENCY APPROVAL:

1. 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.
2. If 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 LO subject to the provisions of applicable law, rule or regulation.
3. In the event that a particular article or section of an article is not approved by the Agency, the remainder of the agreement shall take effect as provided by law. The article(s) or section(s) of an article not approved by the Agency shall later be incorporated as negotiations or appropriate remedies dictate and subsequent approval by the Agency.

Section 35-3 AGREEMENT DURATION:

This agreement will remain in effect for three (3) years from the date of approval by the Agency, or, under provision of PL 95-454, section 7114, (c) (3) whichever is applicable. With an automatic extension of one (1) year if neither party request negotiations. This agreement supersedes the current and previous labor agreement and past practices associated with the previous labor agreement between the TNANG and any LO.

Section 35-4 MIDTERM BARGAINING:

1. Midterm bargaining will be by mutual consent of both parties.
2. Ground rules will be established by both parties, if midterm bargaining is agreed upon.

Section 35-5 AGREEMENT PRECEDENCE:

Upon approval, this collective bargaining agreement takes precedence over any conflicting provisions in Employer regulations which predate, as well as those that postdate this agreement without adhering to the provisions of Section 35-6.

Section 35-6 AGREEMENT AMENDMENTS / SUPPLEMENTS:

1. This agreement may be subject to amendments or supplements during the agreement lifetime under one of the following procedures:
 - a. When agreement provisions require amendment due to law, rules, or regulation changes that affect the provisions of this agreement.
 - b. Either party may initiate negotiations at midterm of this agreement, after service of notice no later than 30 days prior to the midterm of this agreement. Midterm negotiations will be limited to not more than three articles submitted by each party.
 - c. At any time, by mutual consent, for the purpose of amending or providing supplements to this agreement.
2. A request for an amendment or supplement to this agreement by either party shall be in writing setting forth the need or reason for the proposed change and a summary of the change.
3. Representatives of the Employer and the LO 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 provided for in Section 35-6 of this article will be considered.

4. Approval of an amendment or supplement to the agreement will be accomplished in the same manner as provided for approval of the basic agreement as specified in Section 35-2 of this article.

Section 35-7 NEGOTIATING A NEW AGREEMENT:

1. Negotiations for a new agreement will commence no earlier than 180 calendar days nor later than 90 calendar days prior to the termination of this agreement.

2. Thirty (30) days prior to the start of negotiations of a new agreement, representatives of the Employer and representatives of the LO will meet to initiate a Memorandum of Agreement establishing the ground rules for the conduct of negotiations.

GLOSSARY

1. **Administrative Leave:** An excused absence from duty administratively authorized without loss of pay and without charge to leave.
2. **Adverse Action:** Suspension, removal, and/or change to lower grade.
3. **Agency:** The Department of Defense.
4. **Allegation:** An assertion made without proof.
5. **Amendment:** Modifications of the Basic Agreement to add, delete or change portions, sections, or Articles of the Agreement.
6. **Approving Official:** The Rating Official's supervisor.
7. **Arbitration:** Final step of the negotiated grievance procedure which may be invoked by the Employer or the LO (not the technician) if the grievance has not been resolved. Involves use of an impartial arbitrator selected by the Employer and LO to render a binding award to resolve the grievance.
8. **Authority:** The Federal Labor Relations Authority.
9. **Collective Bargaining:** The performance of the mutual obligation of the representative of an Employer and the exclusive representative of technicians in an appropriate unit in the Employer to meet at reasonable times and to consult and bargain in good-faith effort to reach agreement with respect to the conditions of employment affecting such technicians and to execute, if requested by either party, a written document incorporating any collective bargaining agreement reached, but the obligation referred to in this paragraph does not compel either party to agree to a proposal or to make a concession.

10. **Collective Bargaining Agreement:** A written agreement between management and labor organization which is usually for a definite term, and usually defines conditions of employment, and includes grievance and arbitration procedures. The terms "collective bargaining agreement" and "contract" are synonymous.
11. **Comp Time:** Compensatory time is time earned in lieu of overtime pay.
12. **Condition of Employment:** Personnel policies, practices, and matters whether established by rule, regulation, or otherwise affecting working conditions, except that such term does not include policies, practices and matters:
- a. Relating to prohibited political activities;
 - b. Relating to the classification of any position or
 - c. To the extent such matters are specifically provided for by Federal statute.
13. **Confidential Technician:** A technician who acts in a confidential capacity with respect to an individual who formulates or effectuates management policies in the field of labor-management relations.
14. **Counseling:** A friendly business-like exchange of information guided by the supervisor. It is a private matter between the technician and his/ her supervisor and has the specific purpose of improving the technician's conduct or knowledge of a particular subject. It is not a disciplinary action.
15. **Disciplinary Action:** Oral admonishments (**which means. a private &-disciplinary action that notifies a technician to desist from a certain course of action**) or a letter of reprimand.
16. **Dues:** A regular fee or assessment to members of the LO.
17. **EEO:** Equal Employment Opportunity Counselor.

18. **Employer:** The Adjutant General, Tennessee National Guard.
19. **Exclusive Representative:** The LO, which is certified as the exclusive representative of technicians in an appropriate unit of the Agency pursuant to Section 7111 of 5 USC.
20. **Fire Fighter:** Any technician engaged in the performance of work directly connected with the control and extinguishing of fires or the maintenance and use of fire fighting apparatus and equipment.
21. **Grievance:** Any complaint:
- a. By any technician concerning any matter relating to the employment of the technician(s).
 - b. By any LO concerning any matter relating to the employment of any technician.
 - c. By any technician, LO or Employer concerning,
 - (1) The effect or interpretation, or a claim or breach, of a collective bargaining agreement; or
 - (2) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.
22. **Human Resources Officer (HRO):** The designee of the Adjutant General assigned the responsibility to carry out all technicians' personnel functions.
23. **Impasse:** That point in the negotiation of conditions of employment at which the parties are unable to reach agreement, notwithstanding their efforts to do so by direct negotiations and by the use of mediation or other voluntary arrangements for settlement.
24. **Investigate:** To search or inquire into systematically.

25. **Labor Organization:** An organization composed in whole or in part of technicians, in which technicians participate and pay dues, and which has the purpose of dealing with an Employer concerning grievances and conditions of employment, but does not include:

a. An organization which, by its constitution, bylaws, tacit agreement among its members, or otherwise, denies membership because of race, color, creed, national origin, sex, age, preferential or non-preferential civil service status, political affiliation, marital status, or handicapping condition.

b. An organization which advocates the overthrow of the constitution of the government of the United States.

c. An organization sponsored by the Agency.

d. An organization which participates in the conduct of a strike against the Government of any Agency thereof or imposes a duty or obligation to conduct, assist, participate in such a strike.

26. **LRS:** Labor Relations Specialist.

27. **Management Official:** An individual employed by the Agency in a position where the duties and responsibilities of which require or authorize the individual to formulate, determine, or influence the policies of the Agency.

28. **Negotiate:** The bargaining process used to reach an agreement between labor and management over conditions of employment.

29. **Negotiability Dispute:** A disagreement between the parties as to the negotiability of an item or subject proposed to be negotiated by either party.

30. Official Time:

a. Any technician representing an exclusive representative in the negotiation of a collective bargaining agreement under this chapter shall be authorized official time for such purposes, including attendance at impasse proceeding, during the time the technician otherwise would be in a duty status. The number of technicians for whom official time is authorized under this subsection shall not exceed the number of individuals designated as representing the Employer for such purposes.

b. Any activities performed by a technician relating to the internal business of a Labor Organization (including-the solicitation of membership, elections of Labor Organization officials, and collection of dues) shall be performed during the time the technician is in a non-duty status.

c. Except as provided in subsection (a) of this section, the Authority shall determine whether any technician participating for, or on behalf of, a LO in any phase or proceedings before the Authority shall be authorized official time for such purpose during the time the technician otherwise would be in a duty status. Except as provided in the preceding subsections of this section.

(1) Any technician representing an exclusive representative, or

(2) In connection with any other matter covered by this chapter, any technician in an appropriate unit represented by an exclusive representative, shall be granted official time in any amount the Employer and the exclusive representative involved agree to be reasonable, necessary, and in the public interest.

31. Other Duties Assigned: Duties that are not routine or not in the position description.

32. Professional Technician: A technician engaged in the performance of work:

- a. Requiring knowledge of an advanced type in a field or science of learning customarily acquired by a prolonged course of specialized intellectual instruction and study in an institution of higher learning or a hospital (as distinguished from knowledge acquired by general academic education, from an apprenticeship, or from training in the performance of routine, mental, manual, mechanical, or physical activities);
- b. Requiring the consistent exercise of discretion and judgment in its performance;
- c. That is predominantly intellectual and varied in character (as distinguished from routine mental, manual, mechanical, or physical work); and
- d. That is of such character that the output produced or the result accomplished by such work cannot be standardized in relation to a given period of time; or a technician who has completed the courses of specialized intellectual instruction and study described in subparagraph (a) of this paragraph and is performing related work under appropriate direction or guidance to qualify the technician as a professional technician described in subparagraph (a) of this paragraph.

33. **Promotion:** A change of a technician to a higher grade when both the old and new positions are under the same job classification system and pay schedule, or to a position with higher pay in a different job classification system and pay schedule.

34. **Rating Official:** An employee's immediate supervisor.

35. **Reduction in Force (RIF):** A reduction in force occurs when a technician is released from his competitive level by separation, change to a lower grade, furlough for more than 30 days, or reassignment involving displacement of another technician because of lack of work, shortage of funds, reorganization or the exercise of employment or restoration.

36. Representation:

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

2. An exclusive representative of an appropriate unit in an Employer shall be given the opportunity to be represented at:

a. Any formal discussion between one or more representatives of the Employer and one or more technicians in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment; or

b. Any examination of a technician in the unit by a representative of the Employer in connection with an investigation if (a) the technician reasonably believes that the examination may result in disciplinary action against the technician; and (b) the technician requests representation.

37. SCD: Service Computation Date

38. Supervisor: An individual employed by the Agency having authority in the interest of the Employer to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove technicians, to adjust their grievances, or to effectively recommend such action, if the exercise of this authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgment, except that, with respect to any unit which includes firefighters or nurses, the term supervisor includes

only those individuals who devote a preponderance of their employment time to exercising such authority.

39. **Steward:** An elected or appointed LO member who represents the interests of the LO and members covered by the Labor Management Agreement.

40. **Technician:** An individual employed by the Employer.

41. **Unfair Labor Practice (ULP)** A violation by an Employer or LO of any of the items listed in 5 USC 7116.

42. **Union Officials:** Duly elected or appointed officers of ACT.

43. **USERRA:** Uniformed Service Employment and Re-employment Rights Act.

44. **Warning:** Not a disciplinary action -- more serious intent than counseling because along with a business-like exchange of information is a warning that disciplinary or adverse action may result if the problem is not corrected.

45. **Weingarten Rights:** The right given to employees to union representation at investigatory interviews.

46. **Written Reprimand:** A disciplinary action, which makes a technician aware of violation (e.g. improper attitude, violation of Employer rules). It can be issued when counseling, warning, and oral admonishing prove ineffective.

47. **VERA/VSIP:** Voluntary Separation Incentive Pay (VSIP) is a tool whereby management can offer a monetary incentive to encourage employees to voluntarily separate by retiring or resigning rather than be subject to involuntary separation through RIF. Voluntary Early Retirement Authority (VERA) allows employees to retire prior to meeting normal age and service requirements. This too allows employees to voluntarily separate rather than face possible involuntary separation through RIF.

APPENDIX A
GRIEVANCE FORM

1. GRIEVANT NAME(S): _____

2. GRIEVANCE STEP: _____

3. UNIT/WORK SITE: _____

4. DUTY PHONE: _____

5. POSITION(S) OCCUPIED: _____

6. REPRESENTATIVE'S NAME AND DUTY PHONE NUMBER: _____

7. GRIEVANCE ADDRESSED TO: _____

8. BACKGROUND AND NATURE OF GRIEVANCE: _____

9. RECOMMENDED SOLUTION: _____

10. SIGNATURE(S) OF GRIEVANT(S): _____

Date: _____

11. SIGNATURE OF REPRESENTATIVE: _____

Date: _____

12. SIGNATURE OF EMPLOYER REPRESENTATIVE ACCEPTING THE GRIEVANCE:

Date: _____

Form Must be Completed in Its Entirety

APPENDIX B

**REQUEST FOR HAZARDOUS DUTY OR
ENVIRONMENTAL DIFFERENTIAL PAY FOR DETERMINATION**

TO:

FROM:

DATE:

The Adjutant General ATTN: AGTN-HRO-CL Houston Barracks PO Box 41502
Nashville, TN 37204-1502

The following local work situation is submitted in accordance with the LMA and appropriate rules and regulations for determination of entitlements:
Hazardous Duty Differential Environmental Pay Differential

1. Is there an identical HDP/EDP work situation at/near the immediate location/work site?

Yes (provide explanation) No Unknown

2. Is there an identical HDP/EDP work situation elsewhere in Tennessee that you are aware of?

Yes (identify work site/location) No Unknown

3. Indicate the classification and grade levels of the technicians performing the work.

4. Indicate the applicable technical instructions covering the work situation.

5. List the applicable safety regulation(s) covering the work situation.

6. Has a safety or environmental health report been prepared for this situation?

Yes (provide copy as attachment) No Unknown

7. What is the approximate length of time the situation is expected to exist?

Months Years Indefinitely

8. Recommended rate.

9. Officials authorized to certify for exposure and pay.

10. Provide a detailed description of the severe hazard, physical hardship, or working condition.

11. Provide a detailed explanation of actions taken in an attempt to eliminate the condition.

12. Comments/Remarks (use continuation sheet if required).