



Collective Bargaining Agreement
Between The
Massachusetts National Guard
&
Richard A. Braga #39
Association of Civilian Technicians

Approved by the Department of Defense
19 Feb 2016

PREAMBLE

This Agreement is entered into under the provisions set forth in Public Law, by and between The Adjutant General of Massachusetts hereinafter referred to as the "EMPLOYER", and the Richard A. Braga Memorial Chapter, Association of Civilian Technicians, Local #39, hereinafter referred to as the "ASSOCIATION".

The intent and purpose of this Agreement is to promote and improve the effectiveness and efficiency of the 104th Fighter Wing and the welfare and security of its Federal Employees (Technicians) within the meaning of the Public Law. The parties hereto concur that this can best be accomplished through the establishment of amicable discussion and through the establishment of basic understandings relative to personnel policies, practices and matters affecting working conditions.

The parties hereto agree to work toward eliminating all practices that hinder efficient operations, affirm that they will cooperate in all these endeavors and exert concerted effort to strengthen good relations between the EMPLOYER and Employees.

Now, therefore, be it hereby known that the undersigned parties hereto agree to the following articles:

TABLE OF CONTENTS

i	Preamble
ii	Table of Contents

ARTICLE		PAGE
1	GENERAL PROVISIONS	1
2	EMPLOYER-ASSOCIATION COOPERATION	2-4
3	ASSOCIATION REPRESENTATION	5-6
4	HOURS OF DUTY	7-8
5	LEAVE ADMINISTRATION	9-14
6	HOLIDAYS	15
7	GRIEVANCE/ARBITRATION PROCEDURES	16-22
8	SAFETY, HEALTH AND WELFARE	23-27
9	REDUCTION-IN-FORCE PROCEDURES	28
10	INCLEMENT WEATHER POLICY	29
11	POSITION DESCRIPTION AND CLASSIFICATION	30-31
12	DETAIL AND TEMPORARY PROMOTION	32-33
13	DUES DEDUCTIONS	34-37
14	ATTIRE	38-39
15	MERIT PLACEMENT PLAN	40-41
16	TECHNICIAN PERFORMANCE APPRAISAL	42
17	NON-DISCIPLINARY AND DISCIPLINARY ACTIONS	43-44
18	TRAVEL	45-47
19	EQUAL EMPLOYMENT OPPORTUNITY	48-49
20	GENERAL	50-51
21	ENVIRONMENTAL PROTECTION	52
22	TRAINING	53-54
23	DURATION AND CHANGES	55-56
	SIGNATURE PAGE	57

ARTICLE 1

GENERAL PROVISIONS

SECTION 1. Recognition and Coverage

The EMPLOYER hereby recognizes the ASSOCIATION as the exclusive representative for all wage grade and general schedule technicians at the 104th Fighter Wing with the exception of those technicians excluded by 5 USC 7112 (b) and professional technicians

- a. The ASSOCIATION accepts the responsibility for and agrees to represent in good faith the interests of all technicians in the unit without discrimination and without regard to membership in the ASSOCIATION.
- b. The ASSOCIATION recognizes the EMPLOYER'S designated representatives (hereinafter referred to as "Management" or the "Supervisor") to act within the limits delegated to them in his behalf.

SECTION 2. Rights of Technicians and Employer

The provisions of Chapter 71 of Title 5 U.S. Code, hereinafter referred to as the Statute, govern the rights of Technician and EMPLOYER.

It is agreed that Federal technicians have been and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join and assist a labor organization, or to refrain from such activity. Nothing in this Agreement shall require a technician to become or to remain a member of the ASSOCIATION or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.

- a. Any technician, regardless of membership in the ASSOCIATION, may bring matters of personal concern to the attention of appropriate officials in accordance with applicable laws, rules, regulations and established agency policies and choose his own representative in a grievance or appellate action except when presenting a grievance under a negotiated procedure or as prescribed by law.
- b. The technician shall be protected by the EMPLOYER and the ASSOCIATION from coercion, restraint, interference and discrimination regulated to membership or non-membership in the ASSOCIATION.
- c. If requested by the technician, the EMPLOYER will assist the technician in filing Classification Appeals in accordance with current regulation and applicable law.

ARTICLE 2

EMPLOYER-ASSOCIATION COOPERATION

SECTION 1.

The parties agree to meet at reasonable times and confer in good faith with respect to personnel policies and practices and matters affecting working conditions that are within the discretion of the EMPLOYER. This meeting, unless mutually deemed unnecessary, shall take place semiannually or as needed, and shall be comprised of the members of the Labor Management Forum (LMF). LMF membership will consist of the Air Commander, Group Commander representative, Labor Relations Specialist or other designated HRO representative, Association President, Vice President or other designated representative.

- a. Formal discussions or meetings may be requested by either the ASSOCIATION or the EMPLOYER.
- b. If a topic to be discussed requires research by either party, the party requesting the conference or presenting the topic shall provide a written summary of the subject matter to the other party at least three (3) workdays prior to a scheduled conference.
- c. Formal discussions scheduled under the provisions of this Article will be conducted during normal work hours without charge to leave for ASSOCIATION representatives. Upon request, official time may be granted to ASSOCIATION representatives to do research in preparation for these discussions. MANAGEMENT agrees to prepare a Memorandum for Record summarizing any agreements reached or any actions to be taken by either party as a result of these discussions.
- d. A Representative of the National Union (ACT) may attend formal discussions when the issues to be resolved at these discussions have been elevated to the level of an agent of the EMPLOYER being of higher authority than the Air Commander. A representative of the National Union may attend other official conferences as requested by the association upon advance written notification of at least three (3) working days to the Air Commander or his designated representative.
- e. The EMPLOYER and the ASSOCIATION hereby acknowledge the existence and viability of the LMF established and adopted by both parties. It is further recognized as a useful and effective means of dispute resolution and promoting goodwill and cooperation between two parties. The LMF agreement does not supersede any part of this AGREEMENT, nor shall any policy made by the Partnership Council conflict with this agreement.

ARTICLE 2

EMPLOYER-ASSOCIATION COOPERATION

SECTION 2.

The parties agree to work in establishing energy consciousness among all technicians. Energy conservation will be an important item for discussion and energy saving ideas will be encouraged and implemented as far as is practicable and nondiscriminatory at this installation.

SECTION 3.

a. The EMPLOYER agrees to provide space for one bulletin board in each building on the installation utilized regularly by bargaining unit technicians for the display of ASSOCIATION literature, correspondence, notices etc. consistent with existing laws and regulations. Literature posted by the ASSOCIATION will not violate any law, applicable provisions of this Agreement or the security of the activity. Enforcement of this section of this Agreement will be the responsibility of the ASSOCIATION on a routine basis to insure removal of any libelous or damaging material.

b. These boards are to be maintained by the Association only, and at no time will MANAGEMENT, its representatives or non-union officials add, remove, deface or obstruct any materials posted on them, nor will they discourage any ASSOCIATION representative from posting materials not excluded above. The Association agrees to keep the board updated with the most current information pertinent to their membership.

SECTION 4.

a. In accordance with the provisions of applicable regulations and upon request by the ASSOCIATION, the EMPLOYER may make space available for ASSOCIATION meetings outside regular work hours. It is understood by both parties that the ASSOCIATION will comply with all security rules applicable to the area and will perform such housekeeping duties as necessary.

b. The EMPLOYER will provide the ASSOCIATION with an adequate office area. Size and office location will be mutually agreed upon. No change in office location, services, or size will be made without prior notification given to the ASSOCIATION. The EMPLOYER will provide telephone and fax service. The ASSOCIATION is responsible for its own long distance charges. The ASSOCIATION agrees that the use of the office while on official time, as authorized herein, shall be kept to the absolute minimum to assure the least disruption of work on the part of the principals involved.

ARTICLE 2

EMPLOYER-ASSOCIATION COOPERATION

SECTION 5.

The existing on-base publication distribution office and system may not be used for reproduction or distribution of the ASSOCIATION'S literature to technicians.

SECTION 6.

The EMPLOYER agrees to reproduce sufficient copies of this Agreement so that the ASSOCIATION can distribute a copy to each current and future technician. Five extra copies will also be provided to the ASSOCIATION for its use.

SECTION 7.

The ASSOCIATION agrees to provide the EMPLOYER with a list of Executive Board members of the Union as well as a list of Stewards. Both lists will be supplemented as changes occur.

SECTION 8.

Any activities performed by a technician relating to the internal business of the ASSOCIATION (including the solicitation of membership, elections of labor organization officials, collection of dues, etc.) shall not be performed during the time the technician is in a duty status. It is understood by the ASSOCIATION that work breaks (rest periods) are duty status and cannot be used to conduct internal ASSOCIATION business.

SECTION 9.

The EMPLOYER agrees to deliver to the ASSOCIATION all written documents pertaining to any change in the working conditions of bargaining unit technicians as soon as possible after the EMPLOYER issues or receives it.

SECTION 10.

Reasonable and Appropriate ASSOCIATION messages shall be authorized over the base paging system by Union Executive Board members only.

ARTICLE 3

ASSOCIATION REPRESENTATION

SECTION 1.

The EMPLOYER agrees to recognize all duly designated ASSOCIATION officers and stewards (hereinafter collectively referred to as ASSOCIATION Representatives). The number of Stewards required has been determined as those necessary to adequately represent all technicians within a work area, shift and or building as designated by the ASSOCIATION.

SECTION 2.

ASSOCIATION representatives may request official time through their supervisor via the "Use of Official Time for Representational Functions" form. A reasonable amount of time (to include preparation time), based on the request and mission requirements, may be made available for official time. The following reasons are available for official time requests.

- a. For ASSOCIATION representatives to confer with technicians on matters pertaining to working conditions.
- b. For formal discussions between MANAGEMENT and ASSOCIATION representatives.
- c. To represent technicians at hearings, panels, surveys and other meetings away from the local installation and other occasions when approved by the EMPLOYER.
- d. For technicians and/or their representative when presenting appeals and grievances.
- e. For the purpose of filing financial reports required by law.

SECTION 3.

An ASSOCIATION representative who needs to leave his/her assigned work area for a reasonable period during work hours in connection with the purposes listed in Section 2, shall first obtain permission from his/her immediate supervisor. The supervisor will authorize this time provided no compelling work requirement or emergency situation exists. Upon return to his/her work area, the ASSOCIATION representative will so advise his/her supervisor. Supervisors will record all time used by ASSOCIATION representatives in the performance of representational functions as official time. Such information should be used in terms of its impact on agency operations and effective technician representation. For informational purposes, technicians are entitled to review his/her record with their supervisor prior to submission.

SECTION 4.

An ASSOCIATION representative, authorized to act under Section 3 shall not enter a work area, other than his/her own, without obtaining permission from a supervisor responsible for that work area. The responsible supervisor will assure timely contact for consultation between the technician and the ASSOCIATION representative.

SECTION 5.

There will be no restraint, interference, coercion or discrimination shown to an ASSOCIATION representative or a technician in the exercise of the rights assured in this Agreement.

SECTION 6.

Official time may be granted to ASSOCIATION officials for attendance at ASSOCIATION sponsored, agency-sponsored or U.S. Government-sponsored training conferences that are mutually beneficial to management and the labor organization as follows:

- a. Executive Board members, not to exceed eight (8) individuals, may be allowed up to six (6) workdays per calendar year for ASSOCIATION sponsored training.
- a. Union Stewards may be allowed up to six (6) workdays per calendar year for ASSOCIATION-sponsored training.

Official time for the purpose of visitation with federally elected representative(s) concerning desired legislation affecting conditions of employment of bargaining unit employees may be approved by the Adjutant General or designated representative.

SECTION 7

Requests for official time usage identified in Section 6 above will be submitted through the Air Commander to The Adjutant General, ATTN: HRO-LR at least ten (10) work days in advance. Requests for training will contain an outline of the course of instruction. Requests for visiting a federally elected representative will include a summary statement concerning desired legislation and how it will impact the “working conditions” of the technicians, the name of the elected representative, and the associated timeframe of visit.

ARTICLE 4

HOURS OF DUTY

SECTION 1.

- a. Policy on hours of duty is administered via the Massachusetts National Guard Work Schedule Policy and current Massachusetts National Guard guidance on Hours of Duty, Attendance and Leave. The work period will normally consist of one bi-weekly pay period and will contain 80 hours with no more than five days nor less than four days per week
- b. The EMPLOYER agrees to consult with the ASSOCIATION prior to implementing any major changes to the tour of duty, as described in Section 1 (a) above.

The employer will notify technicians after consultation with the association a minimum of 2 (two) weeks prior to implementation of work schedule change unless mission dictates otherwise.

Supervisors will insure that all technicians are afforded a continuous 30-minute lunch/dinner period as normally scheduled or as near to the regular schedule as possible in light of ongoing operational requirements. Overlapping lunch periods are authorized to provide continuous coverage of all areas during the workday. When a supervisor determines that time off for lunch is not possible, a lunch period of 20 minutes or less may be counted as work time for which compensation is allowed. Where such an on-the-job lunch period is in effect, technicians must spend the time in close proximity to their work area and be available for work. Technicians will not leave the work area prior to the end of the workday without the supervisor's approval.

SECTION 2.

Work schedules will be posted by the EMPLOYER not less than one month in advance unless such scheduling would handicap the unit from meeting mission requirements or that costs would be substantially increased. Work schedules may be of two (2) to four (4) pay period durations. Technicians will be scheduled equitably for Saturday or afternoon shift work. Technicians may be allowed to swap shifts with other technicians whom the EMPLOYER considers to be qualified in that area. Such swaps may be made based on mission requirements and the EMPLOYER discretion and must be coordinated and approved prior to the posting of the work schedule. The EMPLOYER agrees to consider requests from any technician to temporarily adjust his or her work schedule because of personal and/or family problems (i.e.).

ARTICLE 4

HOURS OF DUTY

SECTION 3.

The EMPLOYER agrees to permit each technician short rest periods in each daily tour of duty. Rest periods will not exceed 15 minutes during each 4 hours of continuous work. Supervisors will schedule rest periods to allow continuous coverage and to meet operational requirements in their area of responsibility

ARTICLE 5

LEAVE ADMINISTRATION

SECTION 1. Annual Leave

Leave administration policy is administered via current Massachusetts National Guard guidance on Hours of Duty, Attendance and Leave, TPR 630, and the applicable Code of Federal Regulations. This information is posted on the Massachusetts National Guard HRO web site.

- a. Any dispute between technicians within the same functional area desiring the same time will be resolved by granting leave time to the technician with the earliest receipted OPM71.
- b. Every reasonable effort will be made consistent with mission requirements, to grant upon request, two (2) consecutive weeks of Annual Leave to eligible technicians. All efforts will be made to grant leave periods of longer duration upon specific request of eligible technicians. The EMPLOYER agrees that if leave cannot be scheduled to suit the desires of a technician an alternate period will be scheduled through consultation with the technician.
- c. The EMPLOYER will assure that all technicians are given the opportunity for a reasonable vacation period for using all leave which cannot be carried forward to the next leave year.
- d. Technicians dissatisfied with the administration of their Annual Leave may have the matter resolved under the grievance procedures established in this Agreement.
- e. The EMPLOYER agrees to allow short periods of Annual Leave. Technicians are expected to submit requests for periods of more than one day of Annual Leave at least three (3) workdays in advance, if possible. When a technician submits a request for short periods of Annual Leave for other than an emergency reason, his/her first level supervisor will attempt to inform the technician of acceptance or denial within four hours. Annual Leave may be granted for miscellaneous reasons in hourly increments to permit technicians to discharge minor personal obligations that cannot be accomplished during nonworking hours.
- f. Normally, request for unscheduled Annual Leave will be made to the first line supervisor not later than 2 hours after the start of the scheduled work shift. When the first line supervisor cannot be reached the request will be made to another supervisor (non-bargaining unit member) designated by the first line supervisor to act on his/her behalf.

ARTICLE 5

LEAVE ADMINISTRATION

g. Annual Leave may be advanced, not to exceed the amount of leave that a technician can accrue in the current leave year, by written request to the first line supervisor. Such requests shall normally be submitted at least 30 days in advance of the period requested.

h. A technician may cancel previously requested and approved leave at any time, not to include approved leave for inclement weather per Article 10.

SECTION 2. Sick Leave

Sick leave will be authorized only in bona fide cases and may be granted orally or may require acceptable evidence. It is the responsibility of the immediate supervisor to ascertain whether absences are properly chargeable to sick leave. Supervisors will not change time cards without making an attempt to notify the technician. Sick leave is authorized upon request for all dental, optical, and doctor appointments for the technician or a family member as defined by TAGMA PAM 630-1 including reasonable travel time as necessary for both local and non-local appointments.

a. A technician will, within two (2) hours after the beginning of the work day, notify the official designated by the responsible management official, when he is unable to report to work because of an illness or injury. It is the technician's responsibility to keep the management official informed of the date on which he expects to return to duty.

b. Technicians suspected of abusing sick leave privileges may be required to submit a medical certificate in substantiation of each absence due to claimed illness regardless of duration. Prior to implementing a medical certificate requirement, the immediate supervisor may accept an oral or written statement from the technician. This requirement will be reviewed with the technician no less than one year from date of issuance and a determination will be made if this requirement is to continue.

c. The management official in lieu of a medical certificate may consider a technician's written statement of the reason for his illness that exceeds three (3) days when the technician's illness did not require the services of a doctor, or a medical practitioner was not involved due to remoteness of the locality or an inability to secure medical services. Acceptance shall be made on an individual basis. No technician shall be considered to have abused his sick leave rights without written notice and appropriate counseling. A technician with a light-duty slip from his doctor may be allowed to return to his place of employment and work at a job that he can perform if such a job is available.

d. When recommended by a physician management shall evaluate a reasonable accommodation in an effort to provide use of details of light duty for periods of less than thirty (30) calendar days to help reduce the use of accumulated sick leave. Exceptions to

ARTICLE 5

LEAVE ADMINISTRATION

this would be unusual circumstances, which would warrant an extension. This will be determined in coordination with the technician, their supervisor, and management.

SECTION 3. Compensatory Work

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

a. In the event a technician is called back, a minimum of two (2) hours will be considered standard, the technician is encouraged to document or explain circumstances, which would justify a greater amount of compensatory time.

b. The administration of any necessary overtime work is solely a function of the agency. Factors which will be considered include: the nature of the work, the need for special skills, the priority of productive or support effort, and the numbers of technicians required. The EMPLOYER may also consider qualifications of technicians in the functional area currently assigned a particular job, and outside activities of the technician. Technicians will be selected for overtime work on a fair and equitable basis consistent with job and skill requirements. The EMPLOYER will normally notify a technician three (3) days in advance of scheduling an overtime assignment but will not schedule overtime with less than four (4) hours notification unless unforeseen circumstances occur. When necessary to schedule work outside the normally scheduled work day, such work shall be implemented with consideration of the following factors:

(1) Voluntary assignment

(2) Seniority

(3) All technicians will participate on an equal basis predicated on required skills

(4) A technician, upon request, may be released from an overtime assignment if the technician identifies a qualified replacement acceptable to their supervisor.

c. Lump sum payment for unused compensatory time is not authorized when technicians separate from employment.

ARTICLE 5

LEAVE ADMINISTRATION

d. Compensatory time will be administered between the supervisor and the technician concerned. Compensatory time needs to be taken within twenty six (26) pay periods from the pay period in which it was earned.

e. If a grievance with regard to the distribution and assignment of overtime work reaches the formal stage, the designated representative of the grievant may review existing records of such overtime work, subject to Privacy Act restrictions.

SECTION 4. Court Leave

To be adjusted in accordance with applicable Code of Federal Regulations and Agency regulations.

SECTION 5. Absence for Maternity Reasons

To be adjusted in accordance with applicable Code of Federal Regulations and Agency regulations

SECTION 6. Family and Medical Leave Act

a. To be adjusted in accordance with applicable Code of Federal Regulations and Agency regulations.

b. Leave and/or unpaid leave will be granted for any of the following reasons:

(1) To care for technician's child after birth, or placement for adoption or foster care

(2) To care for the technician's spouse, son or daughter, or parent, who has a serious health condition; or

(3) For technician may be required to provide advance leave notice and medical certification and may be denied leave if, in certain circumstances, advance leave notice is not submitted to the EMPLOYER. Under normal situations, thirty (30) days advance notice shall be provided if the need for leave is foreseeable. The EMPLOYER may require medical certification to support a request for leave because of a serious health condition and may require second or third opinions (at the EMPLOYER'S expense) and a fitness for duty report to return to work.

ARTICLE 5

LEAVE ADMINISTRATION

SECTION 7. Unexcused Absences

When an technician does not report for work and fails to notify the first line supervisor, or in his/her absence, the person (non- bargaining unit member) designated by the first line supervisor to act on his/her behalf, or the second line supervisor of the absence, he/she will be carried in an AWOL status until the supervisor approves or denies the unscheduled leave. If the leave is approved, the AWOL will be changed to leave status as requested by the technician.

SECTION 8. Military Leave

The EMPLOYER will grant military leave to technicians in accordance with applicable law and government wide regulation.

SECTION 9. Adjustment of Work Schedule for Religious Observances

Technicians may elect to work compensatory overtime -hour for hour -for the purpose of taking off without charge to leave when personal religious beliefs require that the technician abstain from work during certain periods of the day or week. However, the EMPLOYER may disapprove the compensatory arrangement if it interferes with the accomplishment of the mission, but the EMPLOYER is generally expected to accommodate the technician's request.

SECTION 10. Community Service

a. When an technician performs volunteer duties as a certified firefighter or ambulance crewmember, emergency annual leave or administrative leave (at the EMPLOYER'S discretion) may be authorized, not to exceed one day per incident, providing:

(1) The emergency incident began prior to the beginning of the technician's normal workday.

(2) The actual hours of volunteer service are certified, in writing, by the individual in charge at the emergency incident.

c. When the emergency incident is found to be under control and the technician's continued presence is no longer needed, an additional one hour time period, plus commuting time will be authorized prior to reporting to the workplace. The technician will, through another family member or co-worker, make every reasonable attempt to inform his/her supervisor of any such participation in an emergency incident.

ARTICLE 5

LEAVE ADMINISTRATION

d. If an emergency incident occurs during normal duty hours, an technician may, subject to supervisory approval, depart from the workplace to assist in the emergency. Any such approved departure will be in an approved chargeable leave status (i.e., annual, compensatory, LWOP) or administrative leave at the EMPLOYER'S discretion.

e. Technicians who are either certified volunteer firefighters or ambulance crewmembers must inform their supervisor of the technician's volunteer status. A roster in the following format will be used, with a copy provided to the Air Commander and will be re-certified on an annual basis as of 1 January to be received not later than 31 January.

TECHNICIAN'S NAME	FIRE CO/AMBULANCE CORPS NAME	POSITION HELD	MEMBERSHIP EXPIRES
----------------------	---------------------------------	------------------	-----------------------

SECTION 12 Law Enforcement Leave

To be adjusted in accordance with applicable Code of Federal Regulations and Agency regulations.

ARTICLE 6

HOLIDAYS

SECTION 1.

The following are identified as holidays for the purpose of pay and leave of National Guard Technicians:

NEW YEAR'S DAY
MARTIN LUTHER KING DAY
PRESIDENT'S DAY
MEMORIAL DAY
INDEPENDENCE DAY
LABOR DAY
COLUMBUS DAY
VETERANS' DAY
THANKSGIVING DAY
CHRISTMAS DAY

Any other day designated as a holiday by Federal Statute or Executive Order.

SECTION 2.

All days listed above, in addition to any designated by law, regulation or Executive Order will be non-work days for technicians while performing in a technician status. Technicians who may be required to work on a holiday will receive holiday pay in accordance with applicable regulations.

SECTION 3.

Holiday work will be scheduled fairly and equitably among technicians necessary to cover the situation and to deal with emergencies or essential operational commitments. Once scheduled to work a holiday, the EMPLOYER will provide as much advance notice as possible to the technician before any cancellation/change is made.

SECTION 4.

Holidays that fall on Saturday or Sunday will be observed in accordance with applicable regulations. Except as dictated by mission requirements, work schedules will be adjusted so that all personnel will have the opportunity to receive the benefit of the holiday as outlined in TAGMA PAM 630-1.

ARTICLE 7

GRIEVANCE/ARBITRATION PROCEDURES

SECTION 1.

The EMPLOYER and the ASSOCIATION recognize the importance of settling disagreements and misunderstandings promptly, fairly and in an orderly manner. To accomplish this, every effort will be made to settle grievances at the lowest level of supervision. Technicians may present their 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, ASSOCIATION grievances and EMPLOYER initiated grievances.

SECTION 2.

The procedures contained in this Article are the exclusive procedures for resolving grievances that fall within its coverage, provided such resolution is within the authority of the EMPLOYER and not otherwise excluded herein.

SECTION 3.

Grievance means any complaint by any bargaining unit technician in his/her technician status concerning any matter relating to the employment of the technician; by the ASSOCIATION concerning any matter relating to the employment of any bargaining unit technician, the exclusive bargaining unit, or the activity concerning the effect or 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 5 of this Agreement.

SECTION 4.

The ASSOCIATION 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 technicians the right to present grievances on their own behalf so long as the exclusive representative is afforded the opportunity to exercise its right to be present during the resolution of the grievance. All questions as to grievability and arbitrability will be resolved by the arbitrator before considering the merits of the grievance.

SECTION 5.

The negotiated grievance procedure contained in this Article does not apply with respect to any grievance concerning the following:

a. Matters excluded by 5 U.S.C. 7121(c); or

ARTICLE 7

GRIEVANCE/ARBITRATION PROCEDURES

b. The provisions of 32 U.S.C. 709(f); or

c. Non-selection for appointment or promotion when the basis of the grievance is other than a procedural violation; or

d. Any matter pertaining to the separation of a temporary or indefinite technician; or

e. Any military matters.

SECTION 6.

For the purpose of this agreement, the following procedures apply in processing a grievance:

a. Step 1. The informal grievance shall be presented by a technician orally or in writing or both to his/her supervisor, or, if above the level of the immediate supervisor, to the supervisor at the lowest level responsible for all the alleged actions prompting the complaint. The technician may have the work area steward accompany the technician in presenting the grievance if he/she so desires or he/she may elect to handle the grievance himself/herself. Only one ASSOCIATION official or shop steward will represent a bargaining unit technician in the presentation of a grievance. The grievant will notify the EMPLOYER of the name of the ASSOCIATION representative. If the grievant changes representative, the change will be made know to the EMPLOYER, in writing, to the HRO, before the new representative will be recognized. However, during the temporary absence of the designated representative, another steward or ASSOCIATION official may substitute for the absent representative. The informal grievance must be initiated and presented within ten (10) workdays of the incident giving rise to the grievance or from the date the technician became or should reasonably have become aware of the incident. In order to avoid misunderstanding, the technician must make clear to the supervisor that an "informal grievance" is being presented at the initial presentation either orally or in writing.

(1) An informal grievance will identify the grieving technician(s) on whose behalf or, if submitted as an ASSOCIATION grievance, will identify technicians by name and will contain specific information to enable resolution with the parties concerned at the lowest possible level of supervision. It will also specify the remedy deemed acceptable.

ARTICLE 7

GRIEVANCE/ARBITRATION PROCEDURES

(2) The immediate supervisor shall make a prompt effort to reach a settlement of the grievance at the informal stage. In order to attempt to resolve a problem before it becomes a formal grievance, the supervisor should meet with the affected technician and/or the steward within five (5) work days of grievance receipt or requested meeting in an effort to informally resolve the issue. The supervisor shall give his/her written decision within seven (7) workdays from the date of the meeting.

b. Step 2. Formal Grievance Procedure

(1) If the aggrieved technician is dissatisfied with the decision reached through the informal procedure (Step 1), the grievance will be reduced to writing by the technician(s), or by the ASSOCIATION on the technician(s) behalf or on the ASSOCIATION's behalf, and submitted to the next major section supervisor within five (5) work days after receipt of the immediate supervisor's written decision on the informal grievance. The written formal grievance will be appropriately identified as such and will contain, as a minimum the following information:

- (a) Specifics of the matter or incident of the formal grievance to include names, dates, times, places, a complete and factual statement of the event or events giving rise to the grievance to include names of witnesses if any.
- (b) A statement that the informal step has been processed to include a summary of the efforts by parties concerned to informally resolve the issue.
- (c) The date the informal grievance was initiated, the date of supervisor's reply, the date of formal grievance, the name and signature of technician(s), the position held and location of duty status.
- (d) The decision of the first level supervisor at the informal stage of the grievance.
- (e) The personal relief sought.

ARTICLE 7

GRIEVANCE/ARBITRATION PROCEDURES

- (2) The major section supervisor will review all materiel submitted by the grievant. He/She will meet with the grievant accompanied by an ASSOCIATION representative to attempt to achieve a resolution. This supervisor shall render his/her decision in writing seven (7) workdays following receipt of the formal grievance. In the event a satisfactory settlement is reached at this step it shall be reduced to writing with copies furnished the parties concerned, including HRO.

c. Step 3. If the grievance is not resolved at Step 2, the technician (or ASSOCIATION representative at the technician's request) may forward the formal grievance to the Air Commander within five (5) work days after receipt of the second level supervisor's written decision on the formal grievance and will contain the information required at Step 2. The Air Commander will follow those procedures established at Step 2 in an effort to resolve the grievance. In the event a satisfactory settlement is reached at this step it shall be reduced to writing with copies furnished parties involved, including the HRO.

d. Step 4.

(1) If the grievance is not satisfactorily resolved at Step 3, the technician (or the ASSOCIATION representative at the technician's request) may forward the formal grievance to The Adjutant General within ten (10) work days after receipt of the decision at Step 3, to include copies of all previous correspondence and any other pertinent information or materiel. The Adjutant General will render his decision within thirty (30) calendar days after receipt of the formal grievance at this stage of the proceeding.

(2) When the grievance reaches Step 4, a formal grievance file will be maintained by HRO consisting of all correspondence pertinent to or generated in the matter and will be maintained and retained pursuant to governing files disposition regulations.

(3) If the grievance is not resolved at Step 4, the ASSOCIATION may, within thirty (30) calendar days, inform the EMPLOYER that the grievance will be submitted to arbitration.

e. Step 5. Arbitration.

If the ASSOCIATION and EMPLOYER fail to settle any grievance processed under the negotiated grievance procedure, such grievance may be submitted by either party to arbitration within 5 calendar days of the issuance of the final decision by the party against

ARTICLE 7

GRIEVANCE/ARBITRATION PROCEDURES

whom the grievance has been filed. Only the ASSOCIATION or the EMPLOYER may invoke arbitration. The moving party must notify the other party of its intent within the 15 day time limit.

(1) When arbitration is invoked by either party to this agreement as a result of a grievance, the moving party will, within 15 calendar days, request the Federal Mediation Conciliation Service to submit a list of five impartial persons qualified to act as arbitrators. Within 10 calendar days after receipt of the list, representatives of the EMPLOYER and the ASSOCIATION shall meet and attempt to agree upon an impartial arbitrator from the list submitted. Failing to agree, each party shall strike one name from the list; the name remaining after each has struck two times shall be the nominee. A coin toss will determine which party strikes first.

(2) The arbitrator's fee (to include the FMCS fee, if applicable) and necessary per diem and travel expenses shall be borne equally by the EMPLOYER and the ASSOCIATION. The Arbitration hearing shall ordinarily be held during the regular day shift work hours of Monday thru Friday, and all technician appellants, technician witnesses and ASSOCIATION representatives shall be in pay status without charge to annual leave while participating in arbitration proceedings if they are otherwise in duty status.

(3) If the question before the arbitrator is one of grievability, arbitrability or timeliness, the arbitrator shall be limited to this determination and shall be prohibited from hearing the merits of the case until the threshold question is resolved.

(4) The arbitrator will be requested to render his/her decision as quickly as possible, but, in any event, not later than 30 calendar days after the conclusion of the hearing, unless the parties otherwise agree.

(5) If, for any reason, either party refuses to participate in the selection of an arbitrator, the Federal Mediation and Conciliation Service will be empowered to make a designation of an arbitrator to hear the case.

(6) The findings of the arbitrator will be final and binding on all parties concerned. Either party may file exceptions to an arbitrator's award with the Authority, under regulations prescribed by the Authority.

ARTICLE 7

GRIEVANCE/ARBITRATION PROCEDURES

SECTION 7. The following procedures apply to grievances initiated by the EMPLOYER:

- a. The grievance will be presented by the local agency official to an ASSOCIATION official, either orally or in writing, within ten (10) workdays of the incident or of the date the incident becomes known. It will contain specific facts regarding the grievance to enable resolution by the parties.
- b. The ASSOCIATION official will meet with the agency official within five (5) workdays after receipt of the grievance in an effort to informally resolve the grievance.
- c. The ASSOCIATION official will provide a written decision no later than 15 workdays after the meeting.
- d. If the grievance is not resolved at this step, it may be reduced to writing and the agency may forward the grievance to the ASSOCIATION president.
- e. Within seven (7) workdays, the parties will meet to attempt to resolve the grievance. A written decision will be rendered by the ASSOCIATION no later than 30 calendar days following the meeting.
- f. If the grievance is not resolved in paragraph 7e above, the EMPLOYER may, within 15 calendar days, inform the ASSOCIATION that the grievance will be submitted to arbitration.

SECTION 8. Termination of Grievances

- a. If, at any time in the formal stage, the grievant freely chooses to terminate the grievance, he/she will do so by a written statement of termination to the ASSOCIATION with a signed copy to the EMPLOYER. Such a termination action will be binding on the technician, the ASSOCIATION and the EMPLOYER.
- b. Failure to present a grievance within the time limits specified in Section 6 of this Article automatically terminates the grievance, unless an extension had been requested. Time limits may be extended by mutual agreement of the parties.

SECTION 9. Unfair Labor Practices

In accordance with 5 U.S.C., Section 7116 of Federal Labor Relations Statute, the ASSOCIATION may delay the filing of an Unfair Labor Practice (ULP) after consulting with

and conveying the complaint to the EMPLOYER. The same applies to the EMPLOYER when filing against the ASSOCIATION.

ARTICLE 7

GRIEVANCE/ARBITRATION PROCEDURES

- a. The charging party provides the Air Commander (or designee) or the Association President (or designee) with the complaint in writing so that the Air Commander (or designee) or the Association President (or designee) can identify the nature and extent of the problem.
- b. The parties will meet in good faith within five (5) workdays of the complaint in an attempt to resolve the ULP.

ARTICLE 8

SAFETY, HEALTH AND WELFARE

SECTION 1.

The EMPLOYER will provide safe and healthful working conditions in accordance with the Occupational Safety and Health Act of 1970, as implemented by Executive Order 12196 for Federal Technicians, Part 1960. The EMPLOYER and the ASSOCIATION agree that they have a mutual responsibility in the field of personnel safety

SECTION 2.

The EMPLOYER is responsible for providing and maintaining safe and healthy working conditions and for providing required protective equipment (as prescribed by AFOSH standards) including but not limited to the following:

- a. Safety glasses, with side shield, prescription or otherwise, where wearing is required by regulations. Safety glasses with side shield will only be provided when adequate face shields or goggles are not available. Prescription safety glasses will be provided at no cost to the technician via the military procurement system process established by the agency. This process will facilitate the use of the technician's provided prescription to procure the safety glasses.
- b. Permanent or portable eyewash, shower and ventilation as required by AFOSH standards in those areas where technicians are exposed to fuel, acid or other hazardous contaminants. In the event that the supply of potable water is lost to these areas, no maintenance or other tasks will be performed that requires technicians to be exposed to a hazardous/chemical condition for the duration of the outage. If no water is available to support the use of sanitation facilities, work will be relocated. In the event that electricity to an area is lost, disabling computer systems, fire alarm and detection systems, etc. the Air Commander will make every reasonable effort to relocate technicians where work can safely and effectively be performed. In either event, if water or power cannot be restored within a reasonable amount of time, the Air Commander may relocate affected individuals as needed or request Administrative leave from the EMPLOYER after notifying the ASSOCIATION.
- c. First aid kit, fire extinguisher, fire blankets and stretchers will be provided as required by safety regulations. Adhesive strips (Band-Aids) will be provided in all first-aid kits, and re-supplied through the base Medical Squadron.
- d. Technicians will be required to use protective equipment when a hazardous condition requires its use. This requirement becomes part of work performance and a condition of employment.

ARTICLE 8

SAFETY, HEALTH AND WELFARE

SECTION 3.

Technicians required to perform work under hazardous conditions, lift items or operate machinery/equipment will do so in accordance with OSHA standards.

SECTION 4.

When a technician feels that he/she is subject to conditions so severe that a short term exposure to such conditions would be detrimental to his/her health and safety, they will report such conditions to the appropriate supervisor immediately. The EMPLOYER, when validated by the Wing Bioenvironmental/Safety/Environmental Management personnel, may grant the technician immediate relief from such unsafe or unhealthful conditions pending the resolution of the problem. When immediate relief from such unsafe or unhealthful conditions has not occurred, the technician, in conjunction with the ASSOCIATION, if desired, shall file a hazard report (HR).

SECTION 5.

The ASSOCIATION representatives recognize that they have a responsibility for being alert to observe unsafe conditions or practices, equipment and conditions as well as environmental conditions in their immediate areas that may pose a health hazard. Technicians are responsible for observing all pertinent safety regulations and report any observed unsafe or unhealthy condition or acts to their immediate supervisor.

SECTION 6.

Each work center shall have access to applicable safety manuals, directives, regulations and a list of all hazardous agents used on the job available to all technicians. Annual safety review will be conducted and documented with all affected technicians.

SECTION 7.

To the extent possible, the EMPLOYER agrees to provide an adequate lunch/coffee break area that does not conflict with other normal activities/work areas. The EMPLOYER agrees to assure the cleanliness of the provided lunch/coffee facility. The ASSOCIATION agrees to encourage efforts among technicians to not bring nor consume food or drink in the industrial work areas and the need for maintaining the cleanliness of the break area.

ARTICLE 8

SAFETY, HEALTH AND WELFARE

SECTION 8.

The EMPLOYER agrees to maintain published guidance on obtaining necessary emergency treatment for technicians injured while performing official duties.

SECTION 9.

Technicians will electronically complete and submit OSHA-301, Injury and Illness Incident Report, Form CA-1, Federal Technician's Notice of Traumatic Injury, or CA-2, Notice of Occupational Disease, utilizing the Technicians' Compensation Operations & Management Portal (ECOMP) no later than 48 hours at the following web site. <https://ecomp.dol.gov> . Technicians are responsible for submitting proper medical documentation to substantiate their claim, CA-20, Attending Physician's Report, and/or CA-17, Duty Status Report, via the ECOMP system within 10 working days of injury. These documents will be electronically uploaded into the ECOMP system and a copy provided to their immediate supervisor.

An injured technician is entitled to a first choice of physician or facility for treatment of an injury. The provider must meet the definition of "physician" under the FECA. Emergency response and transportation will be arranged, if necessary. An injured technician who requires personal vehicle transport may be accompanied by another technician when necessary without charge to leave during the transportation. Technicians will be duly advised of their rights and options under the Federal Technicians Compensation Act during in-processing and periodically by the Human Resource Office (HRO). Failure of a technician to file the required electronic DOL documentation of an injury or mishap may delay compensation claims and effect the technician's use of leave and payment of medical expenses for the work related injury or illness.

SECTION 10.

It is acknowledged that certain tasks necessarily performed involve a degree of hazard. Technicians who are required to perform duties of a hazardous nature, or handle, use or are potentially exposed to hazardous materials in the course of official duties will receive training on the specific hazards in their work area.

- a. The EMPLOYER and the ASSOCIATION mutually recognize the hazards of working in extremely cold temperatures while, at the same time, acknowledge the necessity for accomplishing certain tasks to varying extents even in the most extreme temperatures. The ASSOCIATION acknowledges that it is the responsibility of each technician to insure the adequacy of cold weather gear worn and to make full and proper use of all such protective equipment prior to venturing out into extreme temperatures.

ARTICLE 8

SAFETY, HEALTH AND WELFARE

b. MANAGEMENT acknowledges that there are certain cold or hot factors beyond which technicians are incapable of performing sustained work. In such instances the commander will take actions in accordance with the applicable base instructions.

SECTION 11.

The ASSOCIATION agrees to designate a representative as a participating member of the Environmental, Safety, and Occupational Health Council (ESOHC). The designated ASSOCIATION representative will be familiar with AFI 90-801, which outlines the purpose of an ESOHC. This representative will have an OSHA 10 certification.

SECTION 12.

Technicians who suffer on-the-job injuries or occupational illnesses that result in time off from the job will be counseled by the EMPLOYER on Worker's Compensation Programs and other options available. The EMPLOYER and technicians will make every effort to expedite the required paper work.

SECTION 13.

The EMPLOYER recognizes that at any one time a significant number of its technicians may experience serious personal problems which can have a negative effect on their overall work performance, attendance, and safety. These personal problems could include family difficulties, delinquent children, financial or legal problems, mental strain or emotional illness, alcohol or other drug misuse.

Some technicians are unsure of exactly how serious their problems are, or may be unclear as to whether or not they need professional help. Others know they need help, but are not sure what resources are available at their disposal.

The EMPLOYER will provide the Employee Assistance Program (EAP) service to its work force to assist technicians in assessing their needs and overcoming persistent personal problems that are or may interfere with personal health and continued employment.

The employer agrees to continue its participation in the Employee Assistance Program (EAP) and to make technicians and supervisors aware of the program.

ARTICLE 8

SAFETY, HEALTH AND WELFARE

The parties recognize that the program is a professional service that provides problem solving, coaching, information, consultation, counseling, resource identification, and support to all technicians. If a technician requests assistance under the EAP and participates in the program, the responsible supervisory official may give consideration to this fact in determining any appropriate disciplinary or adverse action. If a technician requests assistance and is undergoing a prescribed program of treatment and care, earned sick leave shall be granted in accordance with this Agreement.

ARTICLE 9

REDUCTION-IN-FORCE PROCEDURES

SECTION 1.

It is agreed that a Reduction-in-Force (RIF) is a highly sensitive area of employer-technician relations and should be reviewed as part of the overall personnel management concern of the EMPLOYER and the ASSOCIATION to the extent that both parties become "people oriented" during a RIF. Mere literal adherence to the RIF procedures is insufficient. It is recognized by both parties that some technicians may be adversely affected in any RIF. While it is agreed that the instructions outlined in TPR 351, the Code of Federal Regulations and this Labor-Management Relations Agreement will govern the procedures of a Reduction-in-Force. When a conflict occurs, Federal Law will take precedence. It is also agreed that the following areas are of special interest to the ASSOCIATION.

- a. The HRO or his designated representative will meet with the ASSOCIATION as soon as they are officially notified a RIF is imminent. This meeting shall include, but not be limited to, a discussion of the impact of the RIF, the procedures to be followed and, if necessary, areas suitable for impact bargaining to preclude elimination of eligible technicians during a RIF. Efforts will be made to fill funded vacant positions with those personnel affected by the RIF who meet minimal qualifications in accord with Government-wide regulations.
- b. A Retention Register will be available at the installation for review by the ASSOCIATION and for technicians who may wish to review their own position in their competitive level.
- c. Before a technician can be released from his/her competitive level a specific notice must be issued at least 60 days in advance but not later than 90 days. Specific notices cannot be issued or made effective during the period 15 December through 3 January.
- d. A competing technician may appeal to the state Adjutant General when he/she believes that the state incorrectly applied appropriate Government-wide regulations. He/She may submit an appeal once he/she receives a specific notice but no later than 30 calendar days before the effective date of the action.
- e. Depending upon the nature of the appeal and the time required for his/her review, The Adjutant General will attempt to respond within 15 calendar days of receipt of a RIF appeal.

ARTICLE 10

INCLEMENT WEATHER POLICY

SECTION 1.

Severe weather closings are addressed in the MANG Inclement Weather Policy. The decision for a delayed report time or an early dismissal will be based on applying a sound composite risk management assessment to the weather and travel conditions as they apply to their technicians, as well as the need to initiate facility snow/ice removal procedures. This information will also be posted on the Massachusetts National Guard HRO web site.

SECTION 2.

When a decision has been made that all or part of the installation will be closed because of climatic or disaster conditions, the EMPLOYER will notify affected technicians through public communications media (i.e., by public mass media if during non-duty hours) and technicians will be excused from duty without loss of pay or charge to leave for the period that the installation or part thereof is closed. However, a technician cannot be administratively excused from duty unless scheduled to be on duty during the excused period. If a technician is on approved annual leave, compensatory time-off or sick leave during the period covered by administrative excusal, such absence must be charged to the leave account of the technician. If a technician is assigned to an uncommon tour of duty or a shift, which does not include the time period of excused absence, there is no entitlement to excusal.

SECTION 3.

If the local installation is not closed and yet the immediate area where a technician resides has been identified by State/Local officials to be "in a state of emergency", where travel may be impossible (power lines across main arteries, etc.) the technician may be granted administrative leave. Incidents of this nature require approval of leave by the Air Commander or his designated representative.

SECTION 4.

The Employer agrees to publish a policy letter annually to inform technicians of the notification procedures (i.e., Audix, radio stations, television stations) to be used to notify technicians of base closure/revised work hours due to severe climatic or disaster conditions.

ARTICLE 11

POSITION DESCRIPTION AND CLASSIFICATION

SECTION 1.

- a. Technician duties will be assigned in accordance with the Technician Position Description of the assigned position.
- b. The term "other duties as assigned", as used in position description, means: duties reasonably related to the technician's position and qualifications will, to the maximum extent possible, be at the same level that the individual is currently graded. For those additional duties assigned (not detailed) appropriate training will be provided as required and available. Exceptions such as firefighting, security, deployment augmentee, and snow removal are not included. If any "other duties" should be assigned with such frequency as to become "regularly assigned" and they meet the definition of major duties, the position description should be amended. If any addition or deletion of a duty changes the pay plan, title, occupational series or grade, an amendment is not authorized.
- c. It is understood that there are vacancies that exist from time to time that cannot be filled due to manning/budgetary limitations. These duties may be equitably distributed among the remaining work force within the functional area.
- d. It is also understood that these provisions do not interfere or restrict EMPLOYER'S right to assign work in accordance with Chapter 71 of Title 5 U.S. Code.

SECTION 2.

Copies of present and new position descriptions will be made available to technician concerned and to the ASSOCIATION upon written request. Email is considered an acceptable written request.

SECTION 3.

- a. A classification appeal is a written petition made by a technician or a group of technicians for a change in the classification of the position to which assigned. A technician may appeal:
 - (1) The grade, title or series of the position he/she officially occupies.
 - (2) The coverage of his/her position under the Federal Wage System or the General Schedule.
- b. A technician may not appeal:
 - (1) A dispute with the supervisor concerning the description of duties.

ARTICLE 11

POSITION DESCRIPTION AND CLASSIFICATION

- (2) The contention that the classification of a technician's position is inconsistent with that of another position.
- (3) A final classification assigned by the Office of Personnel Management (OPM).
- (4) Official position classification standards.
- (5) Federal pay schedules and locality wage schedules.
- (6) Changes in step rate resulting from personnel actions; or
- (7) Personnel actions and questions of authorized duties and responsibilities.

SECTION 4.

A technician has the right to appeal the classification of the position to which he/she is officially assigned. Prior to filing an appeal the technician shall discuss the matter with the supervisor concerned. An ASSOCIATION representative may be present at the initial meeting if the technician so desires. The Human Resources Office (HRO) shall advise and assist technicians on procedural aspects of filing classification appeals. The technician may designate a representative or representatives of his/her own choosing to assist in preparing the written appeal.

SECTION 5.

Technicians will review their position description at least annually with their first line supervisor, and after such a review is accomplished, ensure an annotation is made by both parties on the accompanying form OF-8.

ARTICLE 12

DETAIL AND TEMPORARY PROMOTION

SECTION 1.

It is understood that the EMPLOYER has the authority to detail or temporarily assign personnel to a different established position or to a pending one for a specified period of time, with the technician returning to his/her regular assignment at the conclusion of the detail. Details will not exceed 120 days in duration. Positions vacant for more than 120 days will be filled under the competitive procedures as set forth in the Merit Placement Plan.

SECTION 2.

The EMPLOYER realizes and acknowledges that details of technicians out of their specialty must be utilized in a judicious manner. Qualified volunteers for details shall be sought and accepted before non-volunteers are assigned.

a. Recording.

(1) All details in excess of 30 days and temporary promotions of any length will be requested using an SF-52 and maintained as a permanent record in the Official Personnel Folder.

(2) This report is not required for the detail of technicians who are being assigned to perform duties of a position that is either an identical additional position or a position of the same grade, series code and basic duties as the position to which he/she is regularly assigned. It is also not required for details to cover work of technicians who are on normal vacation periods or on Annual Active Duty for Training tours.

(3) The agency is responsible for controlling the duration of the details and temporary promotions such that they do not compromise the open, competitive principles of the Merit Placement Plan or the principles of job evaluation.

b. Details to Higher Grade Position.

(1) Except for brief periods, a technician should not be detailed to perform work of a higher grade unless there are compelling reasons to do so.

(2) If a detail for more than 30 days but less than or equal to 120 days is made to a higher graded position, or to a position within the bargaining unit with known promotional potential, it must be handled as a temporary promotion with appropriate compensation made to the technician for performing the work of the higher grade.

ARTICLE 12

DETAIL AND TEMPORARY PROMOTION

c. Details and/or temporary promotions to higher grade positions will not be used for training or evaluating a technician in the higher grade position. It may not be used, for example, to give a technician a trial period before permanent promotion to decide among candidates for permanent promotion, or to train a technician in higher duties. The EMPLOYER will provide the ASSOCIATION with a copy of the SF 50 effecting the temporary promotion of bargaining unit technicians to supervisory/non-bargaining unit positions.

ARTICLE 13

DUES DEDUCTIONS

SECTION 1. Definitions

- a. Dues. The regular periodic assessment required to maintain a member in good standing in the ASSOCIATION.
- b. Eligible Technician. A technician who is employed in the unit in which the labor organization has been accorded exclusive recognition and whose net salary after other legal and required deductions is regularly sufficient to cover the amount of an authorized allotment for Union dues.
- c. EMPLOYER. The Adjutant General of Massachusetts.
- d. ASSOCIATION. Richard A. Braga Memorial Chapter, Association of Civilian Technicians (ACT).

SECTION 2. Policies

- a. Richard A. Braga Memorial Chapter (ACT) members who are eligible technicians in the unit may make voluntary allotments for payment of dues from their pay to ASSOCIATION OF CIVILIAN TECHNICIANS, INC (ACT). Any allotment so made may be revoked, subject to the provisions herein.
- b. Richard A. Braga Memorial Chapter ACT will be responsible for the following:
 - (1) Procure Standard Form 1187.
 - (2) Distribute Standard Form 1187 to members.
 - (3) Certify as to the amount of its biweekly dues.
 - (4) Assume all responsibilities for retroactive adjustment of dues.
 - (5) Submit completed Standard Form 1187 to the Base Comptroller.
 - (6) Inform and educate its members on the program for allotments for dues.
 - (7) Notify the Base Comptroller's office, in writing, when a member of Richard A. Braga Memorial Chapter, ACT is expelled or for any reason ceases to be a member in good standing.
 - (8) Inform its members fully of the conditions governing revocation of allotments.

ARTICLE 13

DUES DEDUCTIONS

(9) Certify to the Base Comptroller any change in the amount to be deducted and its effective date, giving 30 days' notice in advance of dues change.

(10) Provide the Civilian Pay Office with a signed Privacy Act Statement from all ASSOCIATION members on dues withholding.

SECTION 3. Dues Deduction

a. Richard A. Braga Memorial Chapter, ACT shall forward Standard Form 1187 to the Base Comptroller's office. These forms shall be properly completed, using social security number under "Identification Number", indicate unit of employment in "Agency" block, signed by the union officials designated to do so, and properly signed by the technician.

b. Comptroller shall deduct dues from the pay of all eligible technicians who voluntarily authorize deductions.

c. Union dues shall be deducted from the technician's pay each biweekly payroll period when the following conditions have been met:

(1) The technician is a member in good standing with the ASSOCIATION.

(2) The technician's earnings are regularly sufficient to cover the amount of the allotment.

(3) The technician has voluntarily authorized such a deduction on Standard Form 1187.

(4) The appropriate local ASSOCIATION official has signed SF 1187.

d. Deduction of dues shall begin with the first pay period which occurs after receipt of the Standard Form 1187 by the Base Comptroller, provided that the SF 1187 is received not later than noon Wednesday preceding the beginning of the biweekly pay period.

e. Comptroller will remit dues withheld after each pay day to the designated office. The remittance shall be accompanied by a listing of participating technicians from whose salary deductions have been made.

ARTICLE 13

DUES DEDUCTIONS

g. The amount of the union dues to be deducted each biweekly pay period shall remain as originally certified on such allotment forms until a change in the amount of such dues is certified to by the authorized official of the ASSOCIATION and such certification is transmitted to the Base Comptroller by the ASSOCIATION. Such change shall begin with the first pay period 15 days after receipt of the notice of change by the Base Comptroller, or at a later date if mutually agreed to by the parties.

SECTION 4. Termination and Revocation of Dues Deductions

a. A technician's voluntary allotment for payment of his/her union dues shall be terminated with the start of the first pay period following the pay period in which any of the following occur:

- (1) Loss of exclusive recognition by Richard A. Braga Memorial Chapter, ACT.
- (2) Separation of a technician from employment in the unit or upon promotion or other change to a position outside of the bargaining unit. Termination in such areas will be effective as of the end of the pay period in which the Base Comptroller is notified of the action.
- (3) Receipt by the Base Comptroller of notice from the ASSOCIATION that the technician has been expelled or has ceased to be a member in good standing of the ASSOCIATION. Such notice shall be promptly forwarded by the ASSOCIATION to the Base Comptroller.
- (4) When this Agreement for dues withholding is terminated or suspended by an appropriate authority outside Department of Defense.
- (5) When the technician has been suspended from the ASSOCIATION.
- (6) Allotment for the deduction of a technician's union dues may also be terminated when a technician submits a properly executed Standard Form 1188 to the Base Comptroller, through the ASSOCIATION. Standard Form 1188 will be made available to technicians through the EMPLOYER. A termination of an allotment under this section shall be effective with the first full pay period following 1 September, provided the SF 1188 is received by the Base Comptroller not later than 15 August.

ARTICLE 13
DUES DEDUCTIONS

(7) As an exception to the 1 September termination date, a technician may terminate dues withholding on the first pay period following the anniversary date of original dues withholding. After the first year has gone by, dues withholding can only be terminated on the first full pay period following 1 September of any year as explained in paragraph (6) of this section.

b. Non-pay Status. When a technician is in a non-pay status for an entire pay period, no withholding will be made from future earnings for the period that the individual was in a non-pay status.

ARTICLE 14

ATTIRE

SECTION 1.

In order not to breach the statutory duty of fair representation to all bargaining unit technicians, the parties agree that:

a. ASSOCIATION officers and stewards may wear civilian attire that would be acceptable to conduct business in an office environment when performing the following functions:

(1) Representing the union during representational proceedings, arbitration, FLRA and other third party proceedings, collective bargaining, on committees or boards established by the agency where union representation is authorized.

(2) Processing grievances under the provisions of the negotiated procedure at Step 3 and above, or appeals under TPR 752.

(3) Appearing as a witness, grievant, or appellant before the FLRA, arbitration and other third party proceedings.

(4) As an observer in collective bargaining.

b. Reasonable time will be allowed officers, stewards and technicians to change in and out of the military uniform under the circumstances stated in a. above.

SECTION 2.

Should it be determined during the term of this agreement that the wearing of civilian attire by technicians is a matter requiring mandatory negotiation, the EMPLOYER agrees to commence such negotiation within sixty (60) calendar days of receipt of the written negotiability determination and provided further, such negotiation is requested by the ASSOCIATION.

SECTION 3.

The EMPLOYER will provide, at no cost to the technician, a total of seven (7) sets of uniforms, consisting of up to four (4) sets of utility uniforms and up to three (3) sets of blue uniforms (any combination), which are normally issued at Basic Military Training. Funding and/or supply shortages may affect the number of uniforms that can be issued at a given time. For mechanic positions, the EMPLOYER agrees to provide, at no cost to the technician, one pair each of summer and winter insulated coveralls for use in the work area only. The EMPLOYER will provide two (2) pairs of steel toe boots to those individuals who are required to wear them to perform their duties pending availability of funds and supplies

ARTICLE 14

ATTIRE

SECTION 4.

The EMPLOYER agrees to allow and provide for the direct exchange of worn or otherwise unserviceable uniform items, on a “fair wear and tear” basis as defined by current Air National Guard guidance on Material Management, issued to the technician in Section 3 of this Article.

SECTION 5.

The EMPLOYER will afford technicians whose official duty clothing has become contaminated with hazardous substances the option to launder this clothing at the work site and during the work day, if laundering can properly clean the clothing. The EMPLOYER will provide adequate facilities for laundering work clothing at no expense to the technician. The quantity and location of the laundry equipment provided will be agreed upon by the EMPLOYER and the ASSOCIATION. For petroleum soiled coveralls, if no approved laundry facilities can be made available, linen service will be provided.

ARTICLE 15

MERIT PLACEMENT PLAN

SECTION 1. The Massachusetts National Guard Technician Merit Placement Plan for bargaining and non-bargaining unit technicians is governed by current Massachusetts National policy on Merit Placement, TAGMA PAM 690-3. This plan establishes procedures and provides information on the Merit Placement Program for Excepted technician positions in the Massachusetts National Guard at the 104th Fighter Wing, Barnes Air National Guard Base, Westfield, Massachusetts. This information is posted on the Massachusetts National Guard HRO web site.

SECTION 2. Policy.

a. It is the policy of the Massachusetts National Guard that all technician positions be filled by the most highly qualified individuals available and insures that technicians have an opportunity to advance to their full potential. All technician vacancies will be filled on the basis of merit and job-related factors. For purposes of this plan, military requirements are considered as job-related qualifying factors for positions in the excepted service. All actions under this plan will be made without discrimination for non-merit reasons such as race, color, religion, sex, national origin, marital status, membership or non-membership in an technician organization and age or non-disqualifying physical handicap (except for military requirements for Excepted service technicians).

b. Technician Affirmative Action Program Policy. The Adjutant General has committed himself and the Massachusetts National Guard to the Equal Employment Opportunity and Affirmative Action Program and all the requirements of the Massachusetts Army and Air National Guard Technicians Affirmative Action Program plans will be strictly adhered to by all technicians. To this end, certain positions may be advertised below the authorized grade.

SECTION 2.

a. The names and applications of eligible applicant(s) will be sent to a Merit Placement Evaluation Panel for further evaluation.

b. Merit Placement Evaluation Panels will evaluate applicants and rate and rank them in priority of consideration for the merit placement vacancy. The evaluation will consist of a review of applications, OPF review and personal interview, if requested.

(1) Panel Purpose. Evaluation Panels are formed to evaluate qualifications of the applicants and to forward to the approving official, through the HRO, recommendations for selection from the "Qualified" individual(s).

ARTICLE 15

MERIT PLACEMENT PLAN

(2) Panel Composition. A panel will consist of three (3) SUPERVISORY and/or MANAGEMENT officials or personnel assigned to the following positions: Administrative Officer (PA), Airplane Flight Instructor (CCZ), Airplane Flight Instructor (FS/CC), Airplane Flight Instructor (Safety), Budget Officer, Civil Engineer, Logistics Management Specialist (IDO), Intelligence Operations Specialist, and Security Specialist Officer (ATO). Additional members may be placed on the panel in the selection of individuals for technician positions.

ARTICLE 16

TECHNICIAN PERFORMANCE APPRAISAL

The basis for Technician Performance Appraisal is Civil Service Reform Act of 1978, CFR Part 430, TPR 430 and TAGMA PAM 690-1. Local exceptions to TAGMA PAM 690-1 are as follows:

SECTION 1.

A technician who believes a standard does not meet the criteria above may grieve under negotiated grievance procedures.

SECTION 2.

When technicians are informed of their performance standards and critical elements they will be given a copy and it will be made a matter of record requiring their signature. If the technician refuses to sign for a copy of his/her performance standards the supervisor may call a witness to attest that the technician has received a copy of his/her performance standards.

SECTION 3.

All appraisals will be completed and discussed with technicians within 30 days of the scheduled due date.

SECTION 4.

The 60-day minimum, 90-day maximum time period for postponement of annual performance appraisal applies unless exceptional conditions require the consideration for more time. An ASSOCIATION representative will be assured the opportunity to be present at all counseling sessions if requested by the technician.

SECTION 5.

The technician must be notified by the supervisor, in writing, when unacceptable performance in any critical job element has improved and is within the minimum standards set and the time frame allotted, in the Performance Improvement Plan (PIP). This notification will be contained within the PIP.

SECTION 6.

A technician given a performance appraisal, including unacceptable, that he/she is dissatisfied with may grieve, using only the negotiated grievance procedures contained within this agreement.

ARTICLE 17

NON-DISCIPLINARY AND DISCIPLINARY ACTIONS

SECTION 1.

a. This article applies to matters of technician conduct, while actions taken in relation to job performance will be in accordance with Article 17. Positive and constructive non-disciplinary actions can normally resolve a problem without the need for disciplinary actions. A supervisor may consider non-disciplinary actions to effect corrective action prior to undertaking a formal disciplinary action. It is acknowledged that in some cases, disciplinary actions are necessary; however, they should always be of a constructive nature and will not be used as a means of harassment.

b. Prior to taking any disciplinary actions against technicians, supervisors shall observe the following: An ASSOCIATION representative shall be given the opportunity to be present during any meeting or examination of technician(s) if the technician(s) reasonably believes that the meeting or examination may result in disciplinary action against the technician and the technician requests representation.

SECTION 2. Non-Disciplinary Action

a. A counseling is a professional exchange of information between the supervisor and technician with the specific purpose of improving the technician's conduct.

b. A warning is more serious in that it conveys the message that disciplinary action may follow if the problem is not corrected.

c. Non-Disciplinary Actions will be recorded on NGB Form 904-1 or the Supervisor's brief. It is recommended that they be maintained for no longer than 1 year unless there are recurring problems.

d. A counseling or warning may be grieved if the grievance meets the provisions of Article 8 of this Agreement.

SECTION 3. Disciplinary Action

a. Oral admonishments are the least severe disciplinary measures employed by a supervisor to notify a technician to stop a certain course of action or commence 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 and will allow for the technician's input and explanation.

ARTICLE 17

NON-DISCIPLINARY AND DISCIPLINARY ACTIONS

b. Letter of Reprimand is issued when an oral admonishment has proven ineffective or the seriousness of the infraction warrants formalization of the facts. The supervisor will describe the offense in sufficient detail to enable the technician to understand why the Letter of Reprimand is necessary and will allow for the technician's input and explanation.

c. Oral admonishments and letters of reprimand are preceded by a counseling interview with the technician and his/her immediate supervisor at the first level.

d. Disciplinary actions will be recorded on NGB Form 904-1 or Supervisor's brief. If related to a letter of reprimand, the oral admonishment will become part of the technician's record until the formal letter of reprimand is withdrawn from the record. A statement will be made on the letter of reprimand as to the length of time it will remain in his/her Official Personnel Folder (OPF) not to exceed three (3) years. Once a letter of reprimand is removed from the OPF it is as if it never happened and may not be referenced as past discipline.

e. Disciplinary actions may be grieved if the grievance meets the provisions of Article 8 of this Agreement. A successful appeal could cause the action to be withdrawn and any record of the action to be deleted.

SECTION 4. Disciplinary Adverse Actions.

Formal disciplinary adverse actions consist of change to lower grade, suspensions and removal, and will be processed in accordance with TPR 752, Chapter 3.

SECTION 5.

The general guide of penalties for delinquency or misconduct listed in Appendix D, TPR 752, will be used as a guide in these cases where disciplinary action is appropriate. In taking disciplinary actions, like penalties should be imposed for like offenses, also referred to as the "Douglas Factors".

SECTION 6.

To protect the confidentiality of records (NGB Form 904-1 or Supervisor's brief) and to preserve the privacy of the individuals, these 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.

ARTICLE 18

TRAVEL

SECTION 1.

All technician travel will be governed by the applicable Joint Travel Regulation (JTR). In the event of a discrepancy between this agreement and the JTR, the JTR will take precedence. In the event of a temporary duty (TDY) deployment in a technician status, the ASSOCIATION may designate an individual so deployed as the ASSOCIATION representative and will so notify the EMPLOYER by letter within 5 workdays prior to the deployment. The ASSOCIATION representative shall have the authority of a shop steward. The representative will be afforded official time to be briefed by an official of the ASSOCIATION. This time will normally not exceed 30 minutes in duration unless approved, in advance, by the Air Commander.

SECTION 2.

The EMPLOYER agrees to make every effort to allow an ASSOCIATION official to be present at pre-deployment briefings pertaining to unit deployments during which bargaining unit personnel will be deploying in Technician TDY status. All personnel deploying in technician status shall receive a copy of the TDY briefing sheet prepared for the deployment.

SECTION 3.

Before deployment, personnel shall be briefed by the EMPLOYER whenever possible not later than five (5) work days prior to the departure. The briefing will include, but not be limited to, the following: travel arrangements, accommodations at the TDY location, messing facilities and arrangements, available transportation (ground) and the names of supervisors responsible for the major functional areas.

SECTION 4.

Selection of personnel to comprise the deploying force will be accomplished first of all through qualified volunteers. In the event there are not enough volunteers to support the deployment, individuals will be selected on the basis of skills required and on a rotational basis. Under conditions of operational emergency requiring deployment, technicians will normally be afforded a 24-hour advance notice.

SECTION 5.

A technician's technician TDY order will be published in accordance with governing directives. All travel vouchers will be created and submitted no later than 5 working days after the completion of a TDY.

ARTICLE 18

TRAVEL

SECTION 6.

A Technician, upon written request, may be released from TDY assignment, if a qualified replacement is available, for medical reasons substantiated by a physician's certificate, or for personal or financial hardship caused by the TDY assignment. Final approval authority for such releases will be the Air Commander or designee.

SECTION 7.

Technicians will normally be scheduled for official travel during the Technician's normal duty hours. EMPLOYER directed travel time outside of the Technician's normal work hours will be compensated with compensatory time, except as excluded by applicable law or government-wide regulation.

SECTION 8.

Technicians may request choice of transportation for EMPLOYER directed travel. If travel is scheduled by common carrier (bus, airline, train, etc.) and the Technician is given the option to provide his/her own transportation, reimbursement will be made in accordance with applicable Joint Travel Regulations (JTRs). If travel is directed by Government vehicle, aircraft, boat, bus, etc., the Technician is not entitled to reimbursement of transportation allowance. Official travel time for Technicians providing their own transportation will be the required time of the scheduled common carrier or the Government furnished transportation.

SECTION 9.

Transportation for official duties of TDY personnel will be in full compliance with DOD Joint Travel Regulations (JTRs) and will be provided as necessary at the TDY installation. In the event additional transportation is deemed necessary, every possible attempt will be made to authorize and procure same.

SECTION 10.

During periods of Technician TDY, the standards of adequacy are established by the JTR. During periods of Technician TDY, installation quarters will be assigned in accordance with current JTR guidance. When an individual is denied assignment to suitable quarters, he/she shall immediately notify the Air Commander or his designated representative for assistance.

ARTICLE 18

TRAVEL

SECTION 11.

Travel will be accomplished on official travel orders normally issued fourteen (14) calendar days prior to the performance of travel. In circumstances beyond the Employer's control, orders will be issued as soon as practicable.

SECTION 12.

In the event of TDY deployment in a technician status, the EMPLOYER will provide the technician with a civilian ID card in accordance with regulations and directives. A civilian ID card will be provided to technicians who present a copy of a Technician TDY order. The Technician TDY order will be provided sufficiently early enough to process the civilian ID card.

ARTICLE 19

EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1.

The EMPLOYER and the ASSOCIATION agree to cooperate in providing equal opportunity in employment for all persons, to eliminate discrimination because of age, race, color, religion, sex, ~~or~~ national origin, non-disqualifying handicaps, and sexual orientation and to promote the full realization of equal employment opportunity through a continuing Affirmative Action Program, recognizing the requirements of Equal Employment Opportunity Act of 1972, as amended.

SECTION 2.

The ASSOCIATION President or his designee will appoint from the bargaining unit membership one (1) technician to serve on the EEO Committee, if such a committee is established. The member will be excused without charge to annual leave or loss of pay during normal duty hours for the purpose of participating in officially authorized committee activities.

SECTION 3.

The EMPLOYER will appoint EEO Counselors who shall serve in this capacity on a part-time collateral assignment basis. Counselors will be reasonably available to every technician in the assigned area of responsibility.

SECTION 4.

When requested by the EEO Officer or his representative, the President of the ASSOCIATION will submit a list of nominees from the bargaining unit who are recommended to serve as EEO Counselors. To prevent a conflict of interest, names of union officials and stewards will not be submitted. Counselors who may be selected from this list will be trained by the EMPLOYER in accordance with OPM standards. The EEO Counselors will serve under the direction of the EEO.

SECTION 5.

The EMPLOYER agrees to protect all technicians from reprisal or retaliation for participating in the discrimination complaint process or for opposing any employment practice that the individual reasonably and in good faith believes violates Title VII.

SECTION 6.

The EMPLOYER agrees to request and consider the views of the ASSOCIATION at a meeting with the EEO with respect to those aspects of the EEO plan which impact on personnel policies, practices and working conditions of the technician in the unit not more than once annually or as agreed otherwise.

ARTICLE 19

EQUAL EMPLOYMENT OPPORTUNITY

SECTION 7.

The EMPLOYER and the ASSOCIATION agree that sexual harassment in the workplace will not be condoned. Reported cases of sexual harassment will receive prompt and positive action. Any technician who feels they have been the victim of sexual harassment may file a complaint through the statutory procedure by contacting the Joint Force Headquarters EEO Office within forty five (45) days of the occurrence.

SECTION 8.

The EMPLOYER shall establish procedures consistent with the regulations and policies of the Equal Employment Opportunity Commission (EEOC) for the processing of EEO claims that fall within the scope of EEOC. Technicians shall have the right to elect to use either those procedures or this agreement's negotiated grievance procedures (but not both) for presenting any EEO claim that falls within the scope of EEOC regulations and policies.

ARTICLE 20

GENERAL

SECTION 1.

The EMPLOYER agrees to furnish the ASSOCIATION, upon request from the date the contract is signed, the following information: List of Names, Titles, and Grades of all unit technicians.

SECTION 2.

The EMPLOYER will make available links via “SharePoint” to all Human Resources Information Bulletins (HRIB) published by the EMPLOYER.

SECTION 3.

Each technician, or his/her representative designated in writing shall, upon request, be permitted to examine his/her electronic Official Personnel File (OPF), with support from HRO until such time that access to eOPF is granted to all National Guard technicians.

SECTION 4.

The EMPLOYER agrees to permit technicians to play personal radios in work areas provided that technicians in adjacent areas do not object to the sound. Use of earphones is prohibited.

SECTION 5.

The EMPLOYER agrees to make available to the ASSOCIATION all pertinent Technician personnel Regulations and additional policies and directives of the agencies (NGB, DOD, OPM) during normal duty hours.

SECTION 6.

The EMPLOYER agrees to permit a representative of the ASSOCIATION, if requested by the local wage survey committee through the EMPLOYER, to participate in accordance with current regulations and applicable law in the FWS Wage Surveys. Time required to perform required duties will be recorded as official time.

SECTION 7.

The ASSOCIATION shall be given the opportunity to be represented at:

- a. At any discussion or actions regarding working conditions or other conditions of employment, affecting bargaining unit technicians; or

ARTICLE 20

GENERAL

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

c. Any examination of a technician in the unit by a representative of the EMPLOYER in connection with an investigation if:

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

(2) The Technician requests representation.

SECTION 8.

The EMPLOYER shall annually inform the Technicians of their Weingarten Rights under paragraph (2) (b), Chapter 71, Section 7114, Title 5 USC.

SECTION 9. Blood Drives

Blood Donation. Technicians are encouraged to serve as blood donors and may be excused from work without charge to leave only for time necessary to donate blood, recuperation following blood donation, and for necessary travel time to and from the donation site. The maximum excused time will not exceed four hours on the date of the blood donation.

SECTION 10. Physical Examinations.

Examinations are required as a condition of technician employment in the National Guard. Technicians will be excused, without charge to leave or loss of pay, for periodic, baseline, or annual physical examinations as required by the military commander, HRO or safety. Administrative leave is also authorized for physical examinations required for military membership taken during regularly scheduled tour of duty hours. This will also apply for Dental examinations required for military duty. This will include the travel time to and from the appointment.

ARTICLE 21

ENVIRONMENTAL PROTECTION

SECTION 1.

Environmental Differential Pay (EDP) will be paid in accordance with Department of the Air Force and NGB policies.

SECTION 2.

When the ASSOCIATION determines that a local work situation warrants coverage under payable categories of EDP, Code of Federal Regulations it will notify the EMPLOYER of the title, location and nature of the hazard to justify payment of EDP. Within thirty (30) days of receipt of the position the parties shall meet to review the proposals on the issue. Such meetings on EDP are to be limited to no more than once each calendar quarter unless agreed otherwise by the parties.

SECTION 3.

When the EMPLOYER determines that a local work situation should be included or excluded from coverage under payable categories of, Code of Federal Regulations. The ASSOCIATION will be notified of the title, location, and nature of the hazard to justify the EMPLOYER'S position. Within thirty (30) days of receipt of the EMPLOYER'S position, the parties shall meet to discuss the issue.

SECTION 4.

When the ASSOCIATION determines that a local situation is not covered by one of the defined categories but is considered to be unusual in nature so as to warrant payment of an environmental differential, a differential may not be paid, but action may be individually or jointly initiated to request the OPM to consider authorizing the payment of an environmental differential.

SECTION 5.

The EMPLOYER may allow necessary time immediately preceding the lunch period and at the end of each work day to permit those technicians engaged in work involving excessively dirty, toxic or hazardous substances time for personal clean-up. Such time should not normally exceed ten (10) minutes in the same day.

SECTION 6.

All hazardous duty pay (HDP) will be paid in accordance with pertinent regulations.

ARTICLE 22

TRAINING

SECTION 1.

The EMPLOYER and the ASSOCIATION agree that training and career development of all technicians is of continuing importance and in the best interests of all concerned. Training of all technicians in technical and administrative skills connected with the job is an ongoing requirement of all supervisors. Additional training, based on availability of resources and consistent with mission requirements, will be provided in areas involving new equipment, mission change, personnel reassignments or reduction-in-force (RIF), or any other area deemed necessary by the Employer.

SECTION 2.

It is further agreed that the EMPLOYER is responsible for establishing and maintaining an orientation-training program for newly assigned technicians. This orientation is designed to assist new personnel in adapting to their work environment and to become familiar with policies and procedures of the EMPLOYER. This orientation will normally be conducted within 10 working days of the official start date of the technician with a locally devised checklist used to insure completeness and standardization.

SECTION 3.

In the event of a reduction-in-force, which results in the termination of a bargaining unit member, the EMPLOYER will determine from the appropriate State Employment Service whether any of the affected technicians may be eligible for training at Government expense and, if so, will inform technicians how to apply for training. Technicians affected by a reduction-in-force or a major equipment change, and who are then assigned to a position totally unrelated to their former position, will be given the opportunity to either attend a technical training course if one is available or given on-the-job training. If the duties of a technician change to the extent that without additional training the technician is not fully qualified for the position, the technician will be provided an opportunity to attend the appropriate training school if one is available or given on-the-job training.

SECTION 4.

In accordance with TAGMA PAM 690-1 and this AGREEMENT, the performance evaluation process including ongoing discussion between the supervisor and the technician- may result in the identification of specific training needs. Recommendations for training should not be limited to the less than fully acceptable performer but to help any technician achieve a higher level of job performance and proficiency. Thus, recommended training may be remedial or developmental in nature. Technicians will be given every reasonable opportunity to obtain training to help upgrade their performance.

ARTICLE 22

TRAINING

SECTION 5.

It shall be a matter of concern and interest of both EMPLOYER and ASSOCIATION that appropriate training courses, seminars, conferences and meetings be scheduled during working hours to allow technicians the opportunity to gain information, education and training in their respective positions.

SECTION 6.

On account of the mutual interest of the ASSOCIATION and the EMPLOYER in providing appropriate training to technicians, the EMPLOYER agrees to consider the recommendations of the ASSOCIATION concerning the establishment and design of local training programs. The ASSOCIATION recognizes that such recommendations are in no way binding upon the EMPLOYER and that decision-making concerning whether to establish a training program, its design, scheduling, and conduct is reserved exclusively to the EMPLOYER.

SECTION 7.

The EMPLOYER and the ASSOCIATION understand that cross training of technicians serves the parties mutual interests in career development for technicians and upward mobility. The EMPLOYER may exercise the right to make temporary assignments, in furtherance of cross training objectives, and will give due consideration to overall training needs, mission requirements, and the individual career potential and career goals.

ARTICLE 23

DURATION AND CHANGES

SECTION 1.

- a. This agreement shall remain in full force and effect for three (3) years from the date approved by the approving authority.
- b. This agreement shall terminate at any time that it is determined that the ASSOCIATION is no longer entitled to exclusive recognition under the provisions of PL 95-454.

SECTION 2.

a. This agreement may be subject to amendments or supplements during the agreement lifetime under one of the following provisions:

- (1) At any time by either party for the purpose of supplementing this agreement with provisions not covered by or contained within the agreement nor previously discussed or waived during negotiations of the agreement.
- (2) At any time by either party when the provisions of the agreement require amendment due to changes in laws, rules or regulations that affect the provisions of the agreement.
- (3) At any time by mutual consent for the purpose of amending or supplementing provisions of this agreement.
- (4) At the "mid-point" in the agreement (18 months after the approval date) by either party after service of notice no later than sixty (60) days prior to the mid-point of the agreement.

b. A request for amendment or supplement to this agreement by either party must be in writing setting forth the need or reason for the proposed change and a summary of the change.

- (2) Representatives of the EMPLOYER and the ASSOCIATION will meet within thirty (30) days to commence negotiations of the proposed amendments or supplements, unless a later date is mutually agreed upon. No changes other than those specified in Section 2.b. of this Article will be considered.

ARTICLE 23

DURATION AND CHANGES

SECTION 3.

a. Negotiations for a new agreement will commence no earlier than ninety (90) days nor later than forty-five (45) days prior to the termination of this agreement.

b. No later than fifteen (15) days prior to the start of actual negotiations for a new agreement, representatives of the EMPLOYER and representatives of the ASSOCIATION will meet to initiate a Memorandum of Understanding (MOU) establishing ground rules for the conduct of negotiations.

NEGOTIATED AGREEMENT
BETWEEN
THE ADJUTANT GENERAL, MASSACHUSETTS
AND
RICHARD A. BRAGA MEMORIAL CHAPTER
ASSOCIATION OF CIVILIAN TECHNICIANS

FOR THE ASSOCIATION:

FOR THE EMPLOYER:

