

# NEGOTIATED AGREEMENT

*Between*

**THE ADJUTANT GENERAL  
OF CONNECTICUT**

*And The*

**ASSOCIATION OF  
CIVILIAN TECHNICIANS**

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*Approved 12 November 2015  
by Department of Defense*

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## **ARTICLE I**

### **General**

#### **SECTION 1.1 ~ Preamble**

a. Pursuant to the Labor-Management relations policy set forth in Chapter 71 of Title 5 U.S. Code and subject to all applicable laws and regulations, this agreement is entered into between the Adjutant General, State of Connecticut, hereinafter referred to as the "Employer", The Association of Civilian Technicians (ACT), hereinafter referred to as the "Union", and collectively referred to as the "Parties". For the purposes of this agreement the following terms are defined:

(1) Mission Essential - A determination that some particular service, material or the performance of duties is required, that in the absence of it, the mission of the Connecticut National Guard would be adversely impacted or the costs of its operation would be increased.

(2) Emergency - A temporary condition posing a threat to human life or property including the reliability and integrity of the Connecticut National Guard. This provision is not intended to restrict management's ability to define when an emergency exists.

b. Whereas the Union and the Employer recognize that the public interest requires high standards of technician performance and the continuing development and implementation of modern progressive work practices to facilitate improved technician performance and efficiency; and

c. Whereas the well-being of technicians and efficient administration of the government are benefited by providing technicians an opportunity to participate in the formulation and implementation of personnel practices affecting the conditions of their employment; and

d. Whereas the morale and dedication of technicians should be improved through maintenance of a constructive and cooperative relationship between the Union and the Employer; now, therefore it is mutually agreed as follows:

e. Whenever language in the agreement or in any regulation referenced or incorporated in the agreement refers to specific duties or responsibilities of specific employees, supervisors, or management officials, it is intended only to provide a guide as to how a situation may be handled. It is agreed that the Employer retains the sole discretion to assign work and to determine who will perform the function discussed. It is also agreed with regard to the agreement and any rules and/or regulations referenced or incorporated into the agreement, management retains the right to act in accordance with 5 USC§ 7106. The union has the right to request negotiations regarding appropriate arraignments that adversely affect the bargaining unit employees in accordance with 5 USC 7106(b)(2&3).

## **SECTION 1.2 ~ Recognition**

The Employer recognizes the Union as the exclusive representative of all technicians in the unit defined below:

a. It is hereby certified that the Union has been designated and selected by majority of the technicians of The Connecticut National Guard as their representative for purposes of exclusive recognition, and that pursuant to Chapter 71 of Title 5 U.S. Code; the said organization is the exclusive representative of all technicians in such unit:

(1) Included: All Connecticut Army and Air National Guard wage grade and general schedule technicians employed in the State of Connecticut.

(2) Excluded: All managerial and supervisory technicians, to include those technicians involved with Federal personnel work in other than a purely clerical capacity and professional technicians.

b. This agreement, to include all articles therein, is applicable to identified bargaining unit technicians in the Connecticut Army and Air National Guard.

## **SECTION 1.3 ~ Rights of Technicians**

a. The Employer recognizes the right of technicians to organize and express their views collectively or refrain from such activity, that participation of technicians in the formulation and implementation of personnel policies affecting them contributes to effective conduct of Employer business; that the efficient administration of the Employer and the well-being of its technicians require that orderly and constructive relationships be maintained between the Union and Management Officials; that effective technician management cooperation in the public service requires a clear statement of the respective rights and obligations of the Union and the Employer.

b. The parties to this agreement recognize that Federal technicians have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join and assist any technician organization or to refrain from such activity. Nothing in this agreement precludes any technician, regardless of technician organization membership, from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable law, rule, regulation or agency policy or from choosing his/her own representative in a grievance or appeal action, except when such grievance is pursued under the negotiated procedure, contained in this Agreement. Nothing in the Agreement shall require a technician to become or to remain a member of a Union, or to pay money to the organization except pursuant to a voluntary, written authorization by the member for the payment of dues through payroll deduction.

c. The Employer and the Union shall not discriminate against any technician on account of race, color, sex, creed, marital status, age and national origin.

d. Any technician may upon request examine so much of their Official Personnel Folder (OPF) as provided by regulation.

e. The Employer agrees, within space and funding limitations, to furnish each technician involved in maintenance work with a personal locker based upon need. The technician would be responsible for maintaining his/her locker in a neat and sanitary condition and further understands the locker could be subject to search within constraints of applicable law and regulation.

f. The employer agrees to issue to each permanent and indefinite technician, the appropriate DOD civilian employee identification card.

g. Any employee within the bargaining unit who contemplates retirement in the immediate future shall, upon request, be afforded HRO retirement counseling.

#### **SECTION 1.4 ~ Rights of the UNION**

a. A representative of the Union shall have the right to be present in any formal discussion of personnel management policy matters between the Employer and a technician or technicians represented in the unit. The right of the Union representative to be present does not apply to informal discussions of personal problems between a technician and his/her immediate supervisor, where the technician does not request the presence of a Union representative.

b. It is agreed that matters appropriate for consultation between the parties shall include personnel policies, practices and matters affecting working conditions, including but not limited to such matters as safety training, labor-management cooperation, technician services, methods of adjusting grievances and appeals, granting leave, promotion plans, demotion practices, pay practices, reduction in force practices and hours of work, to the extent that the foregoing is within the discretion of the Employer.

c. It is agreed that internal Union business such as soliciting membership, collecting dues, electing officers, meeting and posting and distributing Union literature will be conducted during non-working hours of the technicians.

d. Chapter Presidents, Officers or Stewards and Employer representatives may, upon written request by either party, meet and consult with respect to personnel policy and practices, and matters affecting working condition. Such consultations and meeting will be conducted during regular working hours.

e. Reasonable Official time will be granted, without charge to leave, to duly elected Union Officers and Stewards to draw up requests or recommendations in

connection with officially requested or approved conferences with the Employer or his/her representative. A 24-hour advance request, for this time, will be made whenever possible.

f. Each Chapter President or designated representative will consult with Human Resources as mutually agreed upon during normal working hours. Topics requiring detailed discussion should be submitted to the Labor Relations Specialist two weeks prior to the scheduled meeting.

g. The Union will be granted representation on any of the following:

(1) Drives for blood, bonds and charitable causes, and recruiting.

(2) If establishment of joint technician-management committees directly affecting the working conditions of technicians in the unit is considered, the Union shall be consulted. If any such committee is established, the Union shall have membership thereon unless expressly prohibited by rules or regulations. Representation shall consist of one technician who the Employer will select from among three individuals nominated for each committee by the Union. The Employer may refuse to appoint the same technician to more than one such committee if he/she believes to do so will impair efficiency of operation of the technician's work section.

### **SECTION 1.5 ~ Employer Rights, Provisions of Laws and Regulations**

In the administration of all matters covered by the Agreement, officials and technicians are governed by existing or future laws and the regulations of appropriate authorities, by published agency policies and regulations required by law or by the regulations of appropriate authorities.

### **SECTION 1.6 - Informing New Bargaining Unit Members**

The Employer will furnish each newly hired bargaining unit member a copy of the negotiated agreement and any supplemental agreements that may be placed in effect during the length of this agreement. Each newly hired bargaining unit employee will be briefed on pertinent aspects of Civil Service employment. The Union will be offered the opportunity to present at the Quarterly New-Employee Orientation briefings. Each new-hire and a Union representative will be provided a reasonable amount of official time, normally fifteen minutes, to meet and discuss with the employee any aspects of employment or of labor representation rights that the employee may have questions or concerns over.

### **SECTION 1.7 ~ Custodial Services**

Normally, custodial services are not accomplished by technicians. Where no

facilities maintainers are employed or available to perform custodial duties, technicians may be required to perform these duties. In these instances the supervisor will notify the local union official. This shall not infringe on the right of the technician to volunteer for such services.

### **SECTION 1.8 ~ Impact Bargaining/Appropriate Arrangements**

a. The employer will notify the union prior to implementation of any event that could adversely affect one or more members of the bargaining unit. Upon request, management will negotiate with the Union on appropriate arrangements regarding the impact of the event(s). Such negotiations will take place prior to any announcement of the proposed management action, which could adversely affect a bargaining unit member's condition of employment.

b. Matters appropriate for negotiations and consultation between the parties shall include, but are not limited to: personnel policies, practices and matters which affect working conditions, to include such matters as safety, labor management cooperation, employee services, methods of grievance adjustments, appeals, granting/denial of leave, promotion plans, demotion practices, reduction in force procedures, hours of work and TDY assignment procedures.

c. Management agrees to deliver to an appropriate Union official a draft copy of appropriate regulations/policies, affecting working conditions for review prior to implementation. If the Union desires formal discussion concerning contents of the drafts, management will be contacted within five (5) working days after receipt to establish a meeting time/place to discuss the matter.

d. Upon notification by the Union, management agrees to meet and confer as soon as practicable, date and time to be by mutual consent. The Employer and the Union agree to render decisions on issues not resolved at the meetings within five (5) working days unless it is mutually agreed otherwise. Consistent with the above, and within the authority to do so, the Employer agrees not to make changes in personnel policies, practices, and working conditions, without prior negotiations/consultations with the Union. In the event of an emergency or mission essential situation, the Employer may implement such changes immediately and conduct negotiations concurrently.

### **SECTION 1.9 ~ Weingarten Rights**

If during any discussion between a technician and supervisor the technician reasonably believes that the discussion may lead to disciplinary action, the technician has the right to request Union representation.

### **SECTION 1.10 ~ Full-Time Manning Documents**

The employer will provide a current copy of the respective full-time manning document to each chapter bi-monthly.

## **ARTICLE II**

### **Union Representation**

#### **SECTION 2.1 ~ Policy**

The Employer and the Union agree to the establishment of Union steward positions as indicated. Both the Connecticut Army Chapter and the Flying Yankee Chapter are authorized stewards at a ratio of one steward for each 20 bargaining unit members in their respective chapter. Assignment of stewards will not exceed the 1-20 ratio or major fraction thereof. The Union will provide the Employer with a listing of the designated stewards and the work locations represented by each of the stewards. The listing will be updated by the Union as changes to the steward assignments occur.

#### **SECTION 2.2 ~ Implementation of Agreement**

The representative of the Union for implementation of this agreement will be the President of the Flying Yankee Chapter and the President of the Connecticut Army Chapter. In their absence, an officer will be designated by each President to assume their duties. Receipt or acknowledgment by the representative of any notice or other communication from the Employer shall be deemed to be delivered to the Union when delivered to the President of the Flying Yankee Chapter or the President of the Connecticut Army Chapter. The Local President's or representative's receipt or acknowledgment of notice or other communication from local management shall be deemed to be delivered to the Union.

#### **SECTION 2.3 ~ Official Times for Officers and Stewards**

a. The Employer shall afford officers and stewards a reasonable amount of time during the workday to consult with appropriate management officials and/or aggrieved technicians, provided that the officers, stewards and/or aggrieved technicians will secure permission from their immediate supervisors and request necessary time without undue interference with assigned duties. The Union representatives shall guard against the use of excessive time in handling such responsibilities.

b. The functions of stewards or other Union Officers for which excused absence is allowable are:

- (1) Negotiations (contract negotiations, mid-term negotiations, impact & implementation bargaining, etc.)
- (2) Labor/Management Relations (training, conferences, discussions with management, etc.)
- (3) Grievances and Appeals

c. Official time may be granted to Union officers and stewards for attendance at training and/or informational conferences that are sponsored by the agency, Union, or other U.S. Governmental agencies, which are relevant to the Union's representation responsibilities. Union sponsored training (exclusive of internal union training / activities) is appropriate and may be supported consistent with workload and mission when it is of benefit for professional development. Such training shall be paid for by the Union and be requested at least 30 calendar days in advance of the proposed training. Moreover, a memorandum signed by the local labor union chapter President(s) detailing the syllabus, organizational benefits, official time required, as well as time and location of training shall be provided to the Human Resources Office Labor Relations Manager accompanying the request for training. Union officials shall have available:

(1) Elected chapter officers & shop stewards -- three days per calendar year.

(2) Additional days of training will be made available upon request provided the particular representative/s are excused by their immediate supervisor from their normal duties for the days requested and the agenda of the requested training is determined to be mutually beneficial. Any requests for additional training days will be granted in the same fashion as the standard requests outlined above.

(3) The treasurer of each chapter shall be afforded three workdays of official time per calendar year to adhere to requirements of the preparation and filing of appropriate financial documents required by Federal Government Agencies.

#### **SECTION 2.4 ~ Advance Notice to Attend Union Functions**

Union Officers, Stewards and technician's delegates will obtain the supervisor's approval at least 3 calendar days in advance concerning any Union function, which will require taking Official time. This time restriction may be waived by management for cogent emergency reasons.

#### **SECTION 2.5 ~ Visits by National Representatives**

Authorized representatives of the Union's National Organization shall be allowed to visit any unit installation. Management reserves the right to restrict access to areas based on security or safety considerations. The Union representative will request approval of the Employer or his/her designee for each visitation, as far in advance of the desired date as possible. Each request will include:

- a. Name of visitor.
- b. Union position held.

- c. General purpose of visit.
- d. Expected time of arrival and approximate duration of stay.
- e. Requested location of visit.

### **SECTION 2.6 ~ Entitlement to Representation**

a. An aggrieved technician is entitled to be represented by a Union steward or officer, if the technician has requested the Union steward or officer to act as his/her representative.

b. Before leaving his/her job to discuss a grievance with a Union representative, a technician shall obtain the permission of his/her immediate supervisor. Such permission normally will be granted. When denied, the supervisor will make arrangements for the technician to be excused at the earliest possible time thereafter.

### **SECTION 2.7 ~ Acts of Restraint, Interference or Coercion**

a. The Employer agrees that there shall be no restraint, interference, or coercion against any Union official and/or steward by virtue of his/her reasonable performance of proper official union representation functions.

b. Spontaneous questions and answers from employees to union officials are expected and not considered official time. These conversations will be short in duration.

### **SECTION 2.8 ~ Continuation of Representation**

If the Union Officer or Steward serving as the labor representative for an aggrieved technician is transferred or reassigned, they will be afforded official time as specified by Section 2.3a to continue representation until the action is closed or upon the transfer of representational responsibility. The duration/limit to the above will not exceed six months from date of transfer or reassignment. If after six months no other reasonable option is available to the union to provide representation, the union shall justify the extension with the Agency. Extensions will be of reasonable duration.

### **SECTION 2.9 ~ Union Right to Represent**

The Union shall have the right to be represented at any scheduled hearing as a representative or observer of the technician concerned if the technician so elects. If attending as an observer, the Union shall be given the opportunity to make its position known; however, where the hearing involves matters highly personal to the parties involved, the Employer or technician may request, on the basis of mutual understanding, that the Union forego its privilege to be present.

## **SECTION 2.10 ~ Congressional Visits**

Official Time not to exceed four (4) workdays for (2) Union officials, per year, may be granted to speak, meet, or correspond with congressional personnel for those issues which are unrelated to any legislation or appropriation matters desired of Congress. This official time will not be used in any way to directly or indirectly influence congressional action on any legislation or appropriation matters pending before the Congress. Thirty (30) calendar days prior to the visit, the Union will submit an agenda to the HRO outlining the details of their visit for approval.

## **SECTION 2.11 ~ Chapter Presidents Representational Duties**

The Employer agrees to allow reasonable time to the Union Presidents to perform representational duties.

## **SECTION 2.12 ~ Wear of Civilian Attire**

In order not to breach the statutory duty of fair representation to all bargaining unit technicians the parties agree that Union officers and stewards may wear civilian attire when performing the following functions:

- a. Representing the Union during representational proceedings, arbitration, Federal Labor Relations Authority and other third party proceedings, collective bargaining, on committees or boards established by the agency where Union representation is authorized.
- b. Processing grievances under the provisions of the negotiated procedure at Step 2 and above, or appeals under TPR 752, or appearing as a witness, grievant, or appellant before the FLRA, arbitration and other third party proceedings or as an observer in collective bargaining.

## **SECTION 2.13 ~ Use of National Guard Publications System**

The Union is authorized to use the Connecticut National Guard publication system to acquire and/or reproduce the following:

- a. Information or material, which is of mutual concern to the Union and the Employer.
- b. Information or material the Union needs in its duties as exclusive representative for the members of the bargaining unit.
- c. The Union will not reproduce publications, which are normally available through the publications distribution office.

## **SECTION 2.14 ~ Use of Employer Office Equipment**

Union officials will be afforded telephone, computer, copier, and fax machine access at the work site for official Union business. Such usage may be confidential in nature but will be limited to Union/Employer issues.

## **ARTICLE III**

### **Work Week and Hours of Work**

#### **SECTION 3.1 ~ General**

a. The basic work tour will consist of 80 creditable hours per bi-weekly pay period. The basic workweek is established at forty (40) hours a week and the basic workday at eight (8) hours per day. The normal reporting time is 0800 and closing time is 1630. Every effort will be made to adjust within the same pay period any additional hours worked.

b. Uncommon work schedules that do not afford a technician two consecutive days off between normal work weeks will be kept to the minimum possible. Upon request by an affected technician, the Employer and the Union will investigate the possibility of converting an uncommon work schedule to a normal work schedule.

c. The Employer will attempt to avoid scheduling work outside the normal workday, work that could be performed during the normal workday.

d. Management and the Union agree that compressed and maxi-flex schedules will be utilized as appropriate to meet mission requirements.

#### **SECTION 3.2 ~ Changes to Scheduled Work Week**

The Employer agrees not to institute any change to the normal workweek or hours of work without first giving notice to the Union. Changes to the work schedule will meet the statutory requirements of 5 USC 6101(a)(3)(A) and 5 CFR 610.121(b)(2).

#### **SECTION 3.3 ~ Clean-up Time**

The Employer agrees to allow a ten (10) minute period immediately preceding the lunch period and at the end of each workday to permit technicians engaged in work involving dirty, toxic, or hazardous substances, time for personal clean-up.

#### **SECTION 3.4 ~ Excused Absence for Adverse Weather**

a. The Adjutant General or his/her representative will determine when technicians are to be administratively excused from work, without loss of pay, due to adverse weather conditions or malfunction of utilities.

b. Adverse Weather does not necessitate administrative closing. Employees may use any form of appropriate leave when they are prevented from arriving from work on time, need to leave early to avoid hazardous conditions, or could not return home if they report to work.

c. With supervisor approval, tardiness and brief absences of less than one hour may be excused when reasons are justified.

d. At the employee's request, supervisors will work with them to allow make-up for lost time, if practicable. The supervisor may reschedule the amount of time missed and will grant compensatory time for the time made up. This should be accomplished in the same pay period if possible.

### **SECTION 3.5 ~ Lunch Periods**

a. Subject to the management right to assign work, technicians will be provided a scheduled uninterrupted thirty (30) minute lunch period to start within a two-hour window midway through the shift. If the supervisor and technician cannot work out a mutually satisfactory schedule, a schedule will be established through negotiation between the employer and the Union.

b. In the event of an interruption of the lunch period due to assignment of work, the technician will be granted a new thirty (30) minute lunch period after the assignment, or the technician will be entitled to thirty (30) minutes of compensatory time in accordance with 32 U.S.C. 709(h) and any changes thereto. Depending on mission requirements management will decide how the missed lunch period will be handled.

### **SECTION 3.6 ~ Travel Time**

All travel required of the technician, excluding travel between home and normal duty station, shall be done within the technician's tour of duty, or if outside the tour of duty, shall be credited in accordance with applicable regulations.

### **SECTION 3.7 ~ Flex tours**

Flex tours as established by the Employer will be as follows:

a. Starting time to be established by the technician, based on mission requirements. This becomes the technician's assigned schedule. Mission requirements will be determined by the supervisor, as listed in Section 14.3 - Assignment of Technicians.

b. Schedule changes will be permitted on a monthly basis to coincide with pay periods.

### **SECTION 3.8 ~ Rest Periods**

a. Rest Periods granted in accordance with these provisions are included in the daily workday.

(1) A rest period of 15 minutes may be granted for each four hours of continuous work, not to exceed one before the lunch period and one after the lunch period.

(2) The rest period may not be a continuation of the lunch period or taken immediately prior to the end of the technician's workday.

b. Additional short periods during the workday may be permitted when such periods are beneficial and determined necessary by the Employer.

### **SECTION 3.9 ~ Overtime Work**

a. Consistent with the nature and quality of work to be performed, compensatory time work assignments shall be distributed equitably on a rotational basis among the qualified technicians assigned to the work.

b. The employer will decide promptly, and in accordance with law, employee requests to use compensatory time.

c. Where it is necessary for technicians to return to work outside of their basic work week to perform unscheduled compensatory time work of less than two (2) hours duration, they will be granted a minimum of two (2) hours compensatory time.

d. If technicians are required to remain at the close of a scheduled workday to perform assigned duties, they will be granted compensatory time for actual time worked.

e. Technicians required to work overtime will be identified and notified as soon as management recognizes the overtime requirement considering the chain-of-command processes in place within the organization. Each management official shall give due consideration to the technician's personal circumstances. Qualified volunteers will be sought and considered before non-volunteers.

f. The Employer will ensure that arrangements will be made to allow technicians to eat for those required to work more than two hours beyond the normal workday.

### **SECTION 3.10 ~ Unscheduled Inspections**

Unscheduled inspections by the Employer shall be conducted during the normal workday. Management will make a reasonable effort to have work performed by

qualified volunteers or detailing of other qualified technicians before recalling technicians from annual leave or off duty.

### **SECTION 3.11 ~ Leave Coverage**

It is agreed that it will not be the technician's responsibility to see that there is someone to take his/her place when he/she is scheduled to work and requests leave.

### **SECTION 3.12 ~ Additional Pay Provisions**

a. The Employer agrees to pay to technician's environmental differential (EDP), hazardous differential (HDP), Sunday premium, and night differential pay as authorized by applicable regulations.

b. EDP/HDP Plan is published by the employer, and defines policies, procedures and responsibilities in administration of EDP/HDP and provides for the establishment of an EDP/HDP Committee. The composition of such committee is determined by the TAG/designee with the union authorized a representative and one alternate per chapter, designated in writing to the HRO.

### **SECTION 3.13 ~ Stand-by and On-Call Status**

Technicians who are required to be placed in a stand-by or on-call status will do so in accordance with 5 CFR 551.431. Technicians required to be in a stand-by or on-call status will be identified and notified as soon as management recognizes the requirement. Each management official shall give due consideration to the technician's personal circumstances. Qualified volunteers will be sought and be considered before non-volunteers are selected. If the technician is unable to perform stand-by or on-call duty it is their responsibility to notify their supervisor. It is not the technician's responsibility to ensure that there is coverage.

## **ARTICLE IV**

### **Holidays**

#### **SECTION 4.1 ~ General**

a. Technicians shall be entitled to holiday benefits consistent with applicable regulations. Holidays designated by Presidential Executive Order shall be observed as legal holidays.

b. Pay for holiday work shall be computed in accordance with applicable regulations.

## **ARTICLE V**

### **Leave**

#### **SECTION 5.1 ~ Annual Leave**

a. Whenever possible vacation leave may be scheduled so that technicians will be permitted at least two consecutive weeks of annual leave during each calendar year. Annual leave of forty (40) or more hours will normally take into consideration non-workdays falling at the beginning or end of the period, so that non-workdays are part of the vacation. The scheduling supervisor will make every effort to assure that a technician will not lose annual leave. The supervisor will endeavor to afford each technician leave at the time the technician considers convenient and desirable. Should the leave approving official deem it necessary to cancel previously approved leave, he/she will inform the technician of the reasons for such action at least thirty (30) days in advance whenever possible. When there is a conflict between technicians desiring the same vacation or holiday period, the decision shall be based upon seniority on a rotational basis. Seniority shall be based upon continuous length of service as a technician in the technician program.

b. In no case will a technician be required to designate a specific period of vacation leave more than ninety (90) days in advance or less than five (5) working days in advance of leave of 40 hours or more.

c. A technician may cancel previously requested annual leave at any time for emergency reasons.

d. Annual leave, which will be earned during the leave year, will be credited to the technician's account as it is earned in accordance with applicable rules and regulations.

e. The Employer agrees to maintain a reasonable leave policy and will not unreasonably restrict technicians from taking short periods of annual leave. Technicians are expected to submit requests for less than two (2) consecutive workdays of annual leave at least four (4) hours in advance of the desired time. When a technician submits a request for a short period of annual leave for non-emergency reasons, he/she will be informed of acceptance or denial within four (4) hours after submission of the request. A technician is not required to submit an advanced annual leave request for an emergency at home.

f. Requests for annual leave for periods immediately prior to, or following periods of Active duty (Federal or State), will not be automatically denied. Each request will be evaluated on a case-by-case basis. Effort will be made to weigh the agency requirements against the technician's personal needs.

g. The Employer agrees to follow a liberal annual leave policy for all technicians with regard to religious observances.

## **SECTION 5.2 ~ Sick Leave**

a. A technician will, within two hours after the beginning of each scheduled workday, notify the responsible management official when he/she is unable to work because of an incapacitation, illness or injury. When absence for incapacitation, illness or injury will be for a period of more than three workdays, it is the technician's responsibility to provide the Employer with a statement indicating the date the technician is expected to return to work.

b. Technicians may be required to submit a medical certificate to substantiate an absence of sick leave in excess of three (3) workdays or for lesser period when determined necessary IAW CFR 630 Sub Part "D"/Sick Leave. A technician's written statement of the reasons for his/her absence may be considered by the Agency in lieu of a medical certificate when the technician's absence did not require the services of a health care provider. If the employee fails to provide the required evidence within the specified time period (30 calendar days), he or she is not entitled to sick leave.

## **SECTION 5.3 ~ Sick Leave for Bereavement**

Technicians may request sick leave as authorized by OPM and Technician Personnel Regulation (TPR) 630 for purposes related to the death of a family member. A family member as defined by Section 5.4 below applies to bereavement.

## **SECTION 5.4 ~ Family Member Defined**

Refer to current Office of Personnel Management (OPM) definition.

## **SECTION 5.5 ~ Sick Leave for Adoption**

Sick leave is authorized when it is necessary to allow an adoption to proceed. If an adoption agency or court orders or requires adoptive parent(s) to take a specific period of time off to bond with the child, sick leave can be granted. However, sick leave is not justified if adoptive parent(s) wish, on their own, to remain at home to bond with the child. Technicians will submit a copy of the adoption agency or court order with their request for sick leave.

## **SECTION 5.6 ~ Court Leave**

a. As jury duty is a civic responsibility, it is the policy of the Employer to request release from jury service for permanent technicians only in those instances where their services are required to meet essential work schedules, and where the public interest is better served by the technician remaining at work.

b. When called to perform jury duties or subpoenaed as a witness, the

technician will promptly notify the employer and submit a true copy of the original official summons for jury duty or witness services as far in advance as possible prior to the beginning of such service. Upon completion of such service the technician will present the Employer with written evidence of the time served on such duties together with any jury fees, except reimbursement for travel or jury duty performed on non-workdays. A technician eligible for court leave may not accept jury fees for service in a Federal Court where the service is performed during the regularly scheduled administrative workweek.

c. In those cases where time and travel permit, and where no hardship results when a technician is excused or released by the Court for any day or substantial portion of a day, he/she will be expected to return to work or be charged annual leave or leave without pay for the time excused.

### **SECTION 5.7 ~ Volunteer Emergency Service**

A technician, who is a member of a community volunteer emergency service participating in emergency rescue work at the beginning of a workday, may be administratively excused for an absence from such duty upon presentation of a certificate of the head of such emergency service for such absence.

### **SECTION 5.8 ~ Blood Donation**

Technicians who volunteer to donate blood while in a work status in response to a request for a donation by an organization or individual may be granted up to four (4) hours administrative leave for that purpose provided they receive prior approval to participate from their Employer. Validation of donation will be made available upon request.

### **SECTION 5.9 ~ Leave for Family Care**

Sick Leave will be authorized to provide care to family members, in accordance with the current laws such as the Family Medical Leave Act, and all Office of Personnel Management (OPM) designated regulations that apply to federal employees for Sick Leave use and time off for family care.

### **SECTION 5.10 ~ Bone Marrow or Organ Donation**

A technician is entitled to 7 days of excused absence each calendar year to serve as a bone marrow donor and 30 days excused absence each calendar year to serve as an organ donor.

### **SECTION 5.11 ~ Law Enforcement Leave**

a. Law enforcement leave (LEL) is authorized when a technician has been

ordered to state active duty (SAD) under military orders of the Governor of the State for participation in rescue or protection work (including law enforcement duties) in connection with floods, fires, and other acts of God. Technicians who suffer injury or death as a result of SAD are not eligible for technicians' compensation benefits under the Federal Employees' Compensation Act. SAD does not constitute performance of official technician duties; therefore, leave status will be determined and charged under the procedures in effect for the SAD period.

b. LEL may be granted for up to 22 days in a leave year in support of SAD. There is no carryover of LEL from one leave year to the next.

c. Available LEL may be used at the technician's option. A technician may also use annual leave, compensatory time earned, or leave without pay (LWOP), instead of, or in combination with LEL. There is no requirement to use LEL first or at all during a period of this duty. This provision may change if regulatory requirements change. In this case, changes will be coordinated with the Union and announced to the technician work force.

d. When a technician is in an LEL status, military pay and allowances (other than travel, transportation, or per diem allowances) must be credited against the technician's pay and, if less than the technician's pay, the technician shall be paid the difference. If military pay earned during LEL exceeds the technician's full-time pay, the technician will not receive a technician salary, nor will a refund of the excess military pay be required.

## **SECTION 5.12 ~ Family and Medical Leave**

a. General:

(1) In accordance with the provisions contained in 5 CFR Part 630.1203, a technician shall be entitled to a total of 12 administrative workweeks of unpaid leave during any 12-month period for one or more of the following reasons:

(a) The birth of a son or daughter of the technician and the care of such son or daughter.

b) The placement of a son or daughter with the technician for adoption or foster care

(c) The care of a spouse, son, daughter, or parent of the technician, if such spouse, son, daughter, or parent has a serious health condition.

(d) A serious health condition of the technician that makes the technician unable to perform the essential functions of his/her position.

(2) A technician shall take only the amount of family and medical leave that is necessary to manage the circumstances that prompted the need for leave under paragraph (a) of this section.

(3) Except as provided in Section 5.12a(4)(b), the 12-month period referred to in Section 5.12a(1) begins on the date a technician first takes leave for a family or medical need specified in that paragraph and continues for 12 months. A technician is not entitled to 12 additional workweeks of leave until the previous 12-month period ends and an event or situation occurs that entitles the technician to another period of family or medical leave. (This may include a continuation of a previous situation or circumstance.)

(4) The entitlement of a total of 12 administrative workweeks of leave:

(a) May begin prior to or on the actual date of birth or placement for adoption or foster care; and

(b) Shall expire 12 months after the date of birth or placement. Leave for a birth or placement must be concluded within 12 months after the date of birth or placement.

(5) Leave Section 5.12a (1) is available to full-time and part-time technicians. A total of 12 administrative workweeks will be made available equally for a full-time or part-time technician's regularly scheduled administrative workweek in accordance with CFR Part 630.1203.

(6) When a technician requests leave under Section 5.12a (1), the HRO will provide guidance concerning a technician's rights and obligations under the Family and Medical Leave Act P.L. 103-88.

b. Notification: If leave to be taken is foreseeable based on an expected birth, placement for adoption or foster care, or planned medical treatment, the technician shall provide notice to the Employer of his/her intention to take leave not less than 30 days before the date the leave is to begin. If the date of birth or placement or planned medical treatment requires leave to begin within 30 days, the technician shall provide such notice as is practicable.

(1) If the need for leave is not foreseeable - e.g., a medical emergency or the unexpected availability of a child for adoption or foster care, and the technician cannot provide 30 days' notice of his/her need for leave, the technician shall provide notice within a reasonable period of time appropriate to the circumstances involved. If necessary, notice may be given by a technician's personal representative (e.g., a family member or

other responsible party). If the need for leave is not foreseeable and the technician is unable, due to circumstances beyond his/her control, to provide notice of his/her need for leave, the leave may not be delayed or denied.

(2) If the need for leave is foreseeable, and the technician fails to give 30 days' notice with no reasonable excuse for the delay of notification, the agency may delay the taking of leave under Section 5.12a until no more than 30 days after the date the technician provides notice of his/her need for family and medical leave.

c. Certification: The employer may cause to request a technician to provide certification in support of the need for leave under this article. Certification shall be sufficient if it states:

(1) The date on which the serious health condition commenced;

(2) The probable duration of the serious health condition;

(3) The appropriate medical facts within the knowledge of the health care provider regarding the serious health condition;

(4) (a) for purposes of leave taken under Section 5.12a (1)(c), a statement that the technician is needed to care for the son, daughter, spouse, or parent, and an estimate of the amount of time that such technician is needed to care for such son, daughter, spouse, or parent; and

(b) For purpose of leave under Section 5.12a (1)(d), a statement that the technician is unable to perform the functions of the position of the technician; and

(5) In the case of intermittent leave, or leave on a reduced leave schedule, for planned medical treatment, the dates on which such treatment is expected to be given and the duration of such treatment.

d. Substitution of Other Leave: A technician taking leave may elect to substitute the following paid time off for any or all of the period of leave taken under the Family and Medical Leave Act or this article:

(1) Accrued or accumulated annual or sick leave;

(2) Advanced annual or sick leave approved by the Employer under the same terms and conditions that apply to any other technician who requests advanced annual or sick leave;

(3) Leave made available to a technician under the Voluntary Leave Transfer Program or the Voluntary Leave Bank Program;

(4) Compensatory time off.

e. Interpretations: Nothing in the preceding sections of this article either by omission or interpretation, shall serve to diminish the entitlements established for technicians under the Federal Employees Family and Medical Leave Act (P.L. 103-88) 22 October 1994.

f. Technician Return to Work: Prior to returning, a technician covered by the medical monitoring program whose absence was approved under Section 5.12a(1)(d) will be evaluated by the agency Occupational Health function to ensure that the technician is able to perform the essential functions of his/her position.

g. Periodic Reporting: Technicians will report periodically to the Employer on his/her status and intention to return to work.

## **ARTICLE VI**

### **Grievance Procedures**

#### **SECTION 6.1 ~ General**

a. The Employer desires that all technicians in the unit be treated fairly and equitably. Every attempt will be made by the Union and the Employer to adjust grievances informally and promptly in the interest of good technician - management relations and the mission of the organization.

b. The Union and Employer agree to adhere to the following grievance procedure.

#### **SECTION 6.2 ~ Definition of Grievance**

Grievance means any complaint by any technician concerning any matter relating to the employment of the technician; by the Union concerning any matter relating to the employment of any technician; or by any technician, Union, or Agency concerning the effect of interpretation, or a claim of breach of a collective bargaining agreement; or any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment, except for those topics excluded from coverage such as EEO complaints, merit placement non-selection actions, performance appraisals, or performance appraisal appeals, and the exclusions contained in 5 USC 7121 (c) and 32 USC Section 709F.

#### **SECTION 6.3 ~ Procedures for Presentation of Grievances**

Procedure for Presentation of Grievances; A technician having a grievance will immediately take the following action:

**STEP 1** - A grievance shall be made informally and orally to the technician's immediate supervisor (supervisor defined in paragraph 5 USC 7103 (a) (10)), and a prompt effort will be made by the supervisor to reach an amicable settlement. No complaint shall be more than 19 calendar days old before being presented to the

immediate supervisor. Requests for exceptions to the 19 calendar days may be made in writing by the aggrieved technician to the immediate supervisor.

**STEP 2** - If the grievance is not settled satisfactorily by the immediate supervisor within 7 workdays, the technician may, within the following 14 workdays, present the matter in writing to the senior supervisor with a copy to the HRO. The written grievance may be presented to the senior supervisor on a Union grievance form, or in a letter format explicitly identifying the letter as a grievance. The grievance will describe the technician's complaint and the remedy being sought. The senior supervisor will render a decision within 7 workdays thereof. For clarification, the senior supervisor for both services, Army and Air, are listed below:

**ARMY NATIONAL GUARD**

<b><u>Activity</u></b>	<b><u>Senior Supervisor</u></b>
JFHQ & Separate Units	Command Administrative Officer
USP&FO	Deputy USP&FO
LOGISTICS	Logistics Management Officer
TASMG	Supervisory Aircraft Pilot
AASF	Supervisory Aircraft Pilot
Units and Battalions	85th Troop Command, 143rd RSG, FTS Supervisor

**AIR NATIONAL GUARD**

<b><u>Activity</u></b>	<b><u>Senior Supervisor</u></b>
103 Airlift Wing	
Wing Headquarters	Air Commander
Mission Support Group	Mission Support Officer
Maintenance Group	Aircraft Maintenance Officer
Operations Group	Air Operations Officer/Pilot
103 Air Control Squadron	Supervisory Air Traffic Controller

**STEP 3** - If the grievance is not resolved at Step 2, the grievance shall be referred by the grievant and/or the appropriate Union official, to the Adjutant General within 15 workdays after receipt of the decision in Step 2. The Adjutant General will review the grievance and will render a decision within 20 workdays after receiving the grievance from the technician.

**STEP 4** - If the grievance is not resolved at Step 3, the Union or the Employer may invoke binding arbitration, but must do so within 20 workdays following receipt of the response to the Step 3 grievance. Individual technicians do not have the right to invoke binding arbitration.

## **SECTION 6.4 ~ Miscellaneous**

a. Time off from regular duties without loss of pay will be granted the aggrieved technician, witnesses, and his/her Union representative for processing presentation and/or discussion of grievances.

b. Copies of reports of decisions, findings and/or recommendations whenever prepared will be furnished to the technician presenting the grievance and a copy to the Union President.

c. A technician or group of technicians in the unit may be represented only by the exclusive Union, or by a person approved by the Union in filing a grievance under the negotiated procedure. A technician or group of technicians in the unit wishing to present such a grievance without the intervention of the exclusive Union may do so; however, any adjustment of such grievance must be consistent with the terms of the Agreement, and the exclusive Union must be given the opportunity to be present at the time of adjustment.

d. The Employer and the Union will grant time extensions due to emergency and other reasons; i.e., sick leave, annual leave, annual training, TDY. Time extensions will not be granted for annual leave requested after the submission of the grievance.

## **ARTICLE VII**

### **Arbitration**

#### **SECTION 7.1 ~ Policy**

If the Employer and the Union fail to settle any grievance under the negotiated procedure, either party may invoke arbitration within twenty (20) workdays following receipt of the final decision from the Employer or the Union. If either party declares the matter non-arbitral, the arbitrator will rule on the matter being arbitral prior to rendering his/her decision on the merits of the grievance.

#### **SECTION 7.2 ~ Selection of Arbitrator**

If within seven (7) calendar days after either party invokes arbitration, a mutual agreement is unable to be reached on the selection of an arbitrator, the party invoking arbitration will request from the Federal Mediation and Conciliation Service (FMCS), a list of seven (7) impartial persons qualified to serve as arbitrators. If the parties cannot mutually agree on the selection of an arbitrator from the FMCS list, the Employer and the Union will alternately strike a name from the list until one name remains. The remaining person will be the duly selected arbitrator. A toss of a coin will determine which party will initially be entitled to the first selection.

### **SECTION 7.3 ~ Payment of Arbitration Fees**

The arbitrator's fee and his/her necessary travel expenses will be borne equally by the parties. Travel and per diem payments will not exceed the maximum rate allowable under the Joint Travel Regulations. The arbitration hearing will, if possible, be held on the Employer's premises during the regular day shift hours of the basic work week. All necessary participants in the hearing and pre-hearing meetings called by the arbitrator, if Federal government technicians, will be in a pay status without charge to leave, except that no overtime will be paid.

### **SECTION 7.4 ~ Arbitration Decisions**

The arbitrator shall be requested to render his/her award as quickly as possible, but in any event, no later than 30 days after the conclusion of the hearing or filing of post-hearing briefs, unless the parties agree to a longer period.

### **SECTION 7.5 ~ Exceptions to Arbitration**

Either party may file an exception to the arbitrator's award with the Federal Labor Relations Authority under the Authority's rules.

### **SECTION 7.6 ~ Transcripts**

Should either party of arbitration request a transcript of the hearing the requesting party will shoulder the burden of payment for such transcripts and, if the other party desires a copy of the transcript, it will be provided at the prevailing cost per copy.

### **SECTION 7.7 ~ Exclusions**

Title 32 United States Code Section 709 Subsection F shall be excluded from arbitration.

## **ARTICLE VIII**

### **Health and Safety**

#### **SECTION 8.1 ~ Policy**

a. The Employer will to the fullest extent of his/her authority, make every reasonable effort to provide and maintain safe working conditions for technicians. The Union will cooperate to that end, and will encourage all technicians to work in a safe manner. It is further recognized that each technician has a primary responsibility for his/her own safety and an obligation to know and observe safety rules and practices as a measure of protection for himself/herself and others. The Employer will welcome at any time suggestions, which offer practical ways of improving safety conditions.

b. In the event that working conditions are considered unsafe, a technician shall immediately notify his/her first level supervisor, who shall in turn immediately notify appropriate safety officials so that an evaluation may be conducted.

## **SECTION 8.2 ~ Emergency Medical Treatment**

The Employer will provide emergency treatment for technicians in case of an on-the-job accident or injury.

## **SECTION 8.3 ~ Safety Equipment**

a. The Employer will furnish to technicians at no cost, safety equipment, tools, and safety clothing to include footwear and prescription safety glasses, when authorized or required by applicable rules and regulations and within budgetary constraints. It is mutually understood that said safety equipment is for official use only.

b. Footgear. If a technician requires a specialized safety shoe, the Employer at no cost to the technician will supply them. The technician is responsible for obtaining a doctors certificate to indicate why the technician cannot wear the standard safety shoe supplied by the Employer.

c. Employer shall provide adequate fire protection while technicians are working.

## **SECTION 8.4 ~ Union Representation on Councils and Committees**

a. The Union will have representation on all safety councils, committees, and surveys during the term of this contract.

b. The Union will have representation (Army/Air as appropriate) on the Environmental Differential Pay Review Committee.

c. Seven calendar days prior notice will be given the Union before meetings are convened by any of the above-mentioned committees.

## **SECTION 8.5 ~ Medical Monitoring**

Technicians occupying positions requiring medical monitoring will be reviewed and tested annually according to appropriate federal guidelines.

## **SECTION 8.6 ~ Performance of Flying Duties**

Technicians performing flying duties as a normal part of their position description shall not be required to perform duties for periods in excess of applicable guidelines.

## **SECTION 8.7 ~ Work Under Severe Weather Conditions**

- a. The Employer will follow OSHA Fact Sheets 98-55, protecting workers in cold environments, and 95-16, protecting workers in hot environments, and OSHA Technical Manual, Section III, Chapter 4 - Heat Stress and government wide regulations.
- b. The employer may consider the fact that wind-chill temperatures are under -25 degrees Fahrenheit when assigning work to bargaining unit employees.
- c. If there is a reasonable belief that weather conditions could cause health risks to unit employees, the Employer may allow rest periods according to applicable agency directives in order to protect the health and well-being of unit employees.
- d. In an office, shop/hanger or warehouse environment, the Employer may provide alternate facilities upon request when the prolonged temperature (over two hours), is below 55 Degrees Fahrenheit or above 95 Degrees Fahrenheit.
- e. Excused absence may be granted if management determines that weather conditions are so severe as to reasonably justify granting such absence.
- f. The senior supervisor normally would use National Weather Service data to determine the appropriate actions to be taken during severe weather conditions

## **SECTION 8.8 ~ Tobacco Use**

The Employer and Union agree that the use of any legal tobacco product is a choice of the technician. The use of any tobacco product will be in accordance with Army, Air Force, and State regulations, instructions, directives, and policies, as applicable.

- a. Users of tobacco products will not be allowed additional time beyond routine breaks to be away from their jobs for tobacco breaks.
- b. Cleanliness of tobacco use areas will be the responsibility of the individuals using the areas. They will be responsible for keeping these designated areas clean.

## **SECTION 8.9 ~ Light Duty for Non-Work Related Injury**

The Employer agrees that when a technician is recommended for temporary light duty by his/her personal physician for a non-work related injury, the technician may be so assigned upon concurrence therein by the responsible management official and the Employer's occupational health expert.

## **SECTION 8.10 ~ Lunch Areas**

The Employer agrees to establish clean and heated lunch areas with chairs and tables for the technician.

## **ARTICLE IX**

### **Equal Employment Opportunity (EEO) Policies**

#### **SECTION 9.1 ~ Policy**

The Employer does not condone or tolerate unlawful discrimination or sexual harassment. This policy, along with applicable local and federal law, assure equal employment, development, promotion and treatment of the employees. The Parties agree to cooperate to the fullest in providing equal employment opportunity for all qualified applicants and employees and to prohibit discrimination because of race, color, religion, sex, national origin or (where applicable) age or physical ability. Both parties agree to promote an environment free of unlawful discrimination.

#### **SECTION 9.2 ~ EEO Complaint Procedures**

Any employee who believes he or she may have been discriminated against may file an EEO complaint through the respective statutory procedures by contacting the State Equal Employment Manager (SEEM). Employees may raise EEO complaints within 45 calendar days of the most recent occurrence of an alleged discriminatory action under statutory procedures.

#### **SECTION 9.3 ~ Complaints Alleging Sexual Harassment**

a. The Employer and the Labor Organization agree that sexual harassment in the workplace will not be condoned.

b. Any employee who feels they have been the victim of sexual harassment may file a complaint through the respective statutory procedures by contacting the SEEM within forty-five (45) calendar days of the most recent occurrence.

#### **SECTION 9.4 ~ Consultation**

The Employer and the Union agree to consult on matters dealing with EEO policies and practices.

## **ARTICLE X**

### **Merit Promotion**

#### **SECTION 10.1 ~ Policy**

The Merit Promotion System is specified in the current CTNG Merit Promotion and Placement Regulation 690-335. Failure to adhere to any provision of this regulation without consent from the Union, shall entitle a bargaining unit member to bring a grievance under the negotiated grievance procedure. The Parties agree to review this regulation at 24 month intervals, or upon request.

## **ARTICLE XI**

### **Performance Management**

#### **SECTION 11.1 ~ Policy**

The Performance Management System is specified in Technician Personnel Regulation (TPR) 430, National Guard Technician Performance Appraisal Program. Failure to adhere to any provision of this regulation without consent from the Union, shall entitle a bargaining unit member to bring a grievance under the negotiated grievance procedure except for those topics excluded from the coverage of the procedure. The negotiated grievance procedure excludes, non-bargaining unit employees, employee performance appraisals and performance appraisal appeals from its coverage.

#### **SECTION 11.2 ~ Performance Management**

- a. The objective of the Performance Appraisal Program is to provide a meaningful and efficient method for employee evaluation. Supervisors and Managers should ensure their employees are briefed on their job objectives, the importance of employee input into their performance standards and their critical elements.
- b. Supervisors should meet periodically with their employees to provide an evaluation of their performance as compared to the established performance standards for their position. An Interim Review is required between months 3 and 7 of the rating cycle. If applicable, counseling sessions shall be recorded on the supervisor's employee brief.
- c. For probationary employees, supervisors should carefully observe, provide specific training and assistance to improve performance if needed. A probationary employee may request periodic meeting with their immediate supervisor to discuss their performance. During the 9<sup>th</sup> and 10<sup>th</sup> month of the probationary period, the employee's first line supervisor recommends separation or retention. The supervisor will contact HRO if they do not wish to retain the employee. HRO will ensure regulatory compliance and the employer will notify the employee.

#### **SECTION 11.3 ~ Performance Improvement Plan (PIP)**

An official PIP is required when an employee is performing at an unacceptable level (rating 1) in one or more Job Objectives. The supervisor does not need to wait until an employee is formally evaluated on an interim or annual appraisal to issue a PIP. The PIP must be approved by the Human Resources Office prior to being issued.

#### **SECTION 11.4 ~ Appraisal of Union Officials**

Time spent away from the assigned job by Union representatives in the performance of their representational duties should not be taken into account when accomplishing a performance

appraisal. The performance appraisal should be based only on the performance of their officially assigned work.

## **ARTICLE XII**

### **Conduct Management**

#### **SECTION 12.1 ~ Policy**

Conduct Management is specified in Technician Personnel Regulation (TPR) 752, Discipline and Adverse Action.

a. This article applies to matters of CONDUCT. Actions that relate to JOB PERFORMANCE will be accomplished in accordance with the agency performance appraisal system and contract modifications. It is acknowledged that in some cases disciplinary actions are necessary. The parties agree that discipline and adverse actions will be based on just cause and be consistently applied equitably and promote the efficiency of the federal service.

b. Conduct Management actions will be initiated within a reasonable period of time once the supervisor knows the offense. There are two categories of conduct management actions that may be taken against a technician, i.e., non-disciplinary and disciplinary actions. Conduct Management actions will be taken for the sole purpose of correcting offending technicians, resolving problem situations and maintaining good order among other technicians. The concept of progressive discipline; requiring lesser penalties followed by more severe action is a management prerogative. A logical disciplinary sequence could include: counseling, written warning, letter of reprimand, suspension, etc.

#### **SECTION 12.2 ~ Non-Disciplinary Actions**

This type of action consists of counseling sessions and written warnings (admonitions).

a. A counseling session between the technician and his supervisor is designed to correct inappropriate conduct or behavior on the part of the technician. The technician will be advised of the specific infraction or breach of conduct and exactly when it occurred. The technician may have a Union representative present if desired.

b. Where non-disciplinary action is appropriate, counseling is appropriate in the first instance. Counseling is oral and is not officially recorded.

c. If after counseling the misconduct continues or is repeated, but non-disciplinary action is still appropriate, written warning/admonition is warranted. The admonition is written in the Supervisor Work Folder/NGB Form 904-1 and the employee must be allowed to write their reply to the facts/reasons stated by the supervisor. The

Supervisor will state the date on which the admonition and reply will be expunged, absent continuation or repetition of the misconduct. The date may not be more than one year after the date of admonition.

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

e. Employees must acknowledge entries documented in the Supervisors Work Folder/NGB Form 904-1 and entries must be able to be removed.

### **SECTION 12.3 ~ Disciplinary Actions**

a. Formal disciplinary actions consist of written reprimands, changes to lower grade, suspensions, and removals. Even though these actions constitute discipline, only suspension, change to lower grade and removal actions are considered adverse actions since they affect the pay and employment of a technician.

b. Before disciplining a technician, the supervisor will gather all available facts and discuss them with the technician, informing the technician of the reason for the proposed disciplinary action. After considering the technician's response, the supervisor will then advise the technician if the discussion resolved the matter. If a letter of reprimand is decided upon, the following procedure will apply:

(1) Written Reprimand.

A letter of reprimand is issued when a counseling or written warning is not appropriate for the subject offense. Before disciplining a technician in this manner, a supervisor will gather available information and discuss it with the technician, informing him of the reason for the proposed action. The technician may have a labor organization representative present if desired. After considering the technician's response, the supervisor will advise the technician of his decision either that the situation has been resolved or of his intention to proceed. If a letter of reprimand is decided upon, it must:

(1) Describe the offense in sufficient detail to enable the technician to understand why the reprimand is being given.

(2) Inform the technician that the letter will be filed as a temporary document in the Official Personnel Folder (OPF) until a specific date. Retention period may not exceed three (3) years.

(3) Inform the technician that he/she may file a grievance through the negotiated grievance procedure.

c. A letter of reprimand may be grieved through the negotiated grievance

procedures. A successful appeal would cause the reprimand to be withdrawn and any record of the reprimand to be deleted. Once the reprimand is withdrawn from the OPF, it may not be referenced as a previous disciplinary action, nor will it be used to support any later adverse disciplinary action.

d. After 12 months, the technician may request removal of the letter of reprimand. The supervisor and technician will review the circumstances surrounding the letter of reprimand. Removal of the letter of reprimand will be at the discretion of the supervisor.

## **SECTION 12.4 ~ Adverse Actions**

a. Adverse actions consist of change to lower grade, suspension and removal. It will be accomplished in accordance with TPR 752 and the provisions of this article.

b. There must be a reason for taking adverse action; that reason is commonly referred to as a “cause” and is defined as “an offense against the employer-employee relationship.” What constitutes a “cause” is a decision that must be made on the merits of each situation. Having a “cause” is not sufficient to warrant adverse action. Management must also conclude that taking adverse action will promote the efficiency of the service. This is done by establishing a relationship between the “cause” and its impact or effect upon the efficiency of the service.

c. The technician will be given at least thirty (30) calendar days notice of proposed adverse action, excluding the exceptions identified in CFR 752.404. The technician or representative will be given the opportunity to reply to the charges, in writing and/or in person, to the deciding official.

(1) The technician will be given a minimum of seven (7) calendar days to reply to the proposed action. Time extensions may be provided upon written justification.

(2) All evidence and materials relied upon to support the action will be provided to the technicians or their representative.

(3) Up to four hours excused absence will be provided to the technician to review all evidence and materials and prepare the reply to the proposed action.

d. The technician will be given a Notice of Original Decision from the Deciding Official that will state the specific action being taken. Upon receipt of the decision, the technician has twenty (20) calendar days to file for an appellant review by the Adjutant General, or an Administrative Hearing conducted by a National Guard hearing examiner.

(1) Technicians requesting a review/appeal shall state their dissatisfaction and include with the appeal any proof or other supportive documents. The appeal letter will also include whether or not the individual requests representation.

(2) If the technician requests a hearing, the HRO, will submit a written request to

NGB-HR for a list of examiners. In-turn, the NGB-HR will provide a list of hearing examiners from which the Adjutant General may make a selection. A letter will be sent advising the appellant of the name of the hearing examiner. The hearing will be before the selected hearing examiner who will provide a recommendation to The Adjutant General. The Adjutant General will consider the recommendation in making the final decision. Management will pay the hearing examiners' per diem and travel expenses.

## **SECTION 12.5 ~ Stay of Adverse Actions**

a. If a technician appeals an adverse action other than removal, through an applicable appeal procedure, the adverse action will be stayed pending the final decision of the Adjutant General. In the case of an original decision involving removal, the technician will be placed into a Leave-Without-Pay status following the original decision and will continue to receive applicable benefits for up to one year until the Adjutant General renders a final decision.

b The fact that an adverse action is being proposed does not in itself mean that the technician should not be allowed to continue performing his/her normal duties. However, if there is a reason to keep the technician away from his/her normal duties, the Employer may detail the technician to other duties.

c. When the Employer determines that the technician's presence at the worksite may not be in the Government's best interest, (i.e. criminal; felony charges or a danger to other technicians or government property) the technician may be placed in a non-duty pay status for all or part of the time it takes to process his/her appeal action.

## **SECTION 12.6 ~ Representation**

If a technician believes that a discussion with a supervisor may lead to disciplinary or adverse action, the technician has the right to request representation. Technicians are entitled to qualified representation. In an event locally qualified representation is not available; coordination will be made on a case by case basis through the union and HRO to obtain a qualified union representative. If a technician requests representation, no further questioning will take place until the technician's representative is present, unless the technician subsequently waives in writing any representation. Management's investigation will not, however, be unduly delayed by this section.

## **ARTICLE XIII**

### **Training Development**

#### **SECTION 13.1 ~ Policy**

a. The Employer agrees to help each technician to improve his/her skills by making available to him/her all military and civilian schools that would improve the technician's skills, if the following requirements are met:

(1) Employer can afford the loss of time of the technician from his/her job to attend such schools.

(2) Employer has the budget requirements to meet the cost of the school.

(3) Technicians will be selected for training in accordance with the provisions of TPR 400.

b. Technicians shall be compensated for all work officially ordered and approved.

## **SECTION 13.2 ~ Change To Work Schedule for Educational Purposes**

Technicians who are enrolled in a degree curriculum at an accredited institution of higher learning and have difficulty in fulfilling educational requirements during non-work hours because of a specific course being offered in the window of normal work hours, may request and be permitted to revise their work schedule to attend that course (not to exceed one per semester towards a degree or certification). A reasonable effort will be made to accommodate the technician consistent with mission requirements. The technician is still responsible for a full 40-hour work week.

## **ARTICLE XIV**

### **Travel and Temporary Duty**

#### **SECTION 14.1 ~ General**

A temporary duty assignment (TDY) in technician status will be announced as soon as possible once the information on the assignment is available. Selection of technicians for TDY assignment will be based upon official necessity and qualifications of the individual to best perform the mission. Information on the assignment will be made available on a continuing basis as it becomes available.

#### **SECTION 14.2 ~ Travel and Per Diem**

Travel and Per Diem will be authorized in accordance with current DOD Joint Travel Regulations (JTR). Technicians will not be directed to perform official travel at their own expense or at rates of allowance or reimbursement inconsistent with the provisions of the JTR.

#### **SECTION 14.3 ~ Assignment of Technicians**

a. Management will determine what qualifications are required based on the mission requirements of a particular TDY assignment. Qualified volunteers for a TDY will be sought and accepted before non-volunteers are assigned. When no volunteers or an inadequate number of volunteers are available, management will make selection(s) based on mission requirements.

b. A technician selected for assignment involving TDY travel may request that he/she be excused from the said assignment. Requests will be given bona fide consideration. In case of denial, the reasons for denial will be explained to the technician.

#### **SECTION 14.4 ~ Orders/Authorizations**

a. Technician travel orders/authorizations will be issued when technicians are given work assignments consisting of a combination of actual hours and travel hours exceeding their normal workday or when leaving the State of Connecticut..

b. The technician will submit a travel request via appropriate automated system and route for funding and approval prior to travel.

#### **SECTION 14.5 ~ Mode of Transportation**

Technicians will use the method of transportation administratively authorized on travel orders as most advantages to the Government. Any additional cost or time resulting from use of a method of transportation other than specifically authorized will be the employee's responsibility. Travel by privately owned conveyance (POC) may be authorized when engaged in official business. Travel by POC will not be directed but may be authorized at the employer's discretion.

#### **SECTION 14.6 ~ Travel Vouchers**

The technician will submit a travel voucher via, DD Form 1351-2, or appropriate automated system to the Accounting and Finance Office in all cases when travel is completed. The voucher should be submitted within five (5) workdays after completion of travel.

#### **SECTION 14.7 ~ Government Travel Card**

a. The Government Travel Card (GTC) will be used to pay for all costs related to official government travel. The purpose of the GTC is to serve as the primary payment method for official travel expensed incurred. The GTC reduces the need to issue traditional travel advances (cash/electronic funds transfer), eliminates the need for the traveler to pay for their own expenses, and provides financial readiness.

b. Travel advances will be made IAW DoD Joint Travel Regulations.

#### **SECTION 14.8 ~ Work Schedules**

A proposed work schedule for the TDY will be posted as soon as possible once the information becomes available. While TDY the technician will be subject to impromptu work schedule changes based upon mission needs. If the technician is required to work in excess of 80 hours per pay period, the technician will be authorized compensatory time.

## **SECTION 14.9 ~ Overtime Work While TDY**

a. Time spent traveling (but not other time in travel status) away from the permanent duty station is "hours worked" when it cuts across the employee's workday. The time is not only "hours worked" on regular workdays during normal working hours but also during the corresponding hours on non-workdays. Thus, if any employee regularly works from 0800 to 1630 from Monday through Friday, the time spent traveling during these hours is "hours worked" and the time spent traveling during corresponding hours on non-workdays (Saturday, Sunday) is also "hours worked" and the employee will receive compensatory time for these periods. Travel performed prior to 0800 and after 1630 would not be considered as "hours worked". Contingent on the supervisor's approval, if the mission requires them to travel during non-work hours, compensatory time may be granted in accordance with applicable laws and regulations. However, if such travel can be accomplished during work hours, no compensatory time will be granted.

b. When practical, travel will normally be arranged within the employees scheduled hours of work.

## **SECTION 14.10 ~ Prudence in Travel**

An employee on TDY will exercise the same care in incurring expenses and accomplishing a mission that a prudent person would exercise if traveling on personal business. Excess costs, circuitous routes, delays or luxury accommodations unnecessary or unjustified in the performance of a mission do not demonstrate prudence. Employees will be responsible for excess costs and any additional expenses incurred for personal preference or convenience.

## **ARTICLE XV**

### **Job Description and Classification**

#### **SECTION 15.1 ~ Policy**

a. The technician's rights to take any lawful action in regard to job description and/or classification without fear of restraint; prejudice or reprisal, shall be protected.

b. The Employer agrees to make available from the Human Resources Office copies of classification standards and position descriptions as appropriate for review by concerned technicians and/or their authorized representatives.

#### **SECTION 15.2 ~ Details**

Technicians detailed to perform duties outside his/her normal job position shall have an SF 52 initiated for internal record purpose.

### **SECTION 15.3 ~ Change in Duties**

The Employer will provide the Union and the affected employee advance notice of any change in an employee's assigned duties, unless advance notice reasonably cannot be provided, in which case notice simultaneous with change will be provided to the employee and prompt notice will be provided to the Union.

### **SECTION 15.4 ~ Review of Position Descriptions**

The Employer will notify the Union when new or revised position descriptions are received that pertain to unit members prior to implementation and will make them available from the Human Resources Office.

### **SECTION 15.5 ~ Other Duties as Assigned**

The term "other duties as assigned" as part of the position description is defined to mean, reasonably related duties to the job/position, and should be of the same level and classification that the individual is currently graded. This does not preclude management from assigning unrelated duties from time to time. However, if unrelated duties are assigned on a routine basis, the position description should be amended to include such duties. Work assignments shall not be in violation of prohibited personnel practices or any relevant law, rule, regulation or this agreement.

## **ARTICLE XVI**

### **Reduction in Force**

#### **SECTION 16.1 ~ General**

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

#### **SECTION 16.2 ~ Procedures**

Procedures relating to reduction in force will be governed by provisions of National Guard Bureau, TPR 300 (351), Chapter 71 of Title 5 U.S. Code and this article. The detailed procedure to effectuate this article will be in accordance with Article 1.8, Impact Bargaining.

#### **SECTION 16.3 ~ Definitions**

a. *Reduction-in-Force (RIF)*: RIF occurs when a technician is released from a competitive level by separation, change to lower grade, furlough for more than 30 days, or reassignment involving displacement of another technician, when lack of work or funds, reorganization, reclassification due to change of duties, or the need to make a place for a person exercising reemployment or restoration rights requires the agency to release the technician. RIF will be conducted IAW applicable laws and regulations, to include the procedures outlined in NGB TPR 300 351, as modified by specific terms of this article.

b. *Competitive Areas:* The competitive area is either all or some of the bargaining unit positions, as the agency and the labor organization determine by negotiation.

c. *Competitive Levels:*

(1) A competitive level consists of all positions within a competitive area which are in the same grade, same service (Excepted or Competitive) and are so alike in qualification requirements, duties, and responsibilities that the incumbents can be moved from one position to another without undue interruption to the work program.

(2) Supervisory positions will not be placed in the same competitive level as bargaining unit employees.

(3) Non-bargaining unit technicians will not compete with bargaining unit technicians for bargaining unit positions.

d. *Tenure Groups:* Technicians are divided into three (3) Tenure Groups:

(1) Group I - Technicians under permanent appointments that are not serving on probation or trial periods.

(2) Group II - Technicians serving on probation or trial periods.

(3) Group III – Technicians who have been serving indefinite appointments (Indefinite Employees).

e. *Retention Registers:* A record that lists technicians in descending order within their competitive levels, starting with the technician with the highest score first. Retention standing within each tenure group is established by using the following criteria:

(1) Technician Performance Appraisal: The three most current performance appraisals on record will be used to determine retention standing. To compute the standing, use the average score of the last three official performance appraisals. For example a technician may have received a performance rating of 3 (2006), 3 (2007), and 2 (2008). Divide the total score of all three appraisals (8) by 3 which equates to 2.66. The technicians score in this example is 2.66. The technician's score is placed on the retention register. Technicians that do not have three appraisals on file will be credited with a fully acceptable rating for any missing appraisals.

(2) Tie-Breakers. The service computation date (SCD) will be used as a tie-breaker if two or more technicians in the same tenure group have the same retention score. Technician service date (TSD) will only be used as a second tie-breaker in the event that two or more technicians have the same retention standing and service computation date.

(3) The retention register will be established in descending order.

## **SECTION 16.4 ~ HRO Responsibilities**

a. Meet with the Union to explain the need for a reduction in force. Upon request provide all documents and correspondence received, relative to the RIF's action. The parties will then negotiate the appropriate procedures to be used.

b. After impact bargaining with the labor organization, notification of the RIF will be in the form of a posted written general notice as far in advance as possible. In any case however, the notice will not be less than 120 days in advance.

c. Screen the manning documents to determine which vacancies will be needed for placement action.

d. Develop an aggressive placement program to include contact with other states, local federal activities, local government and private employers.

e. A separate written notice will be given to each affected technician being displaced by the RIF at least 60 days prior to the effective date of the action. This notice will state specific actions and known alternatives to be offered to the individual. As a minimum, the notice will include.

(1) Reason(s) for the action.

(2) Specific actions that will be taken (reassignment, demotion, separation, etc.) and effective date.

(3) Title, series, grade, and salary of new job offer.

(4) If applicable, compatibility information for the new position. (5)

If applicable, reasons for any exceptions to order of release.

(6) Location of retention registers, pertinent regulations and who to contact for additional information.

(7) Appeal rights (how to submit, to whom, and time limits.)

(8) An explanation of all benefits due such as grade and pay retention, severance pay entitlement, and retirement eligibility.

(9) Eligibility for additional placement assistance, e.g., OPM's IPP, DOD Priority Placement Program; Reemployment Priority List; Defense Outplacement Referral System; and Job Training Partnership Act Program.

(10) Requirement for the individual to acknowledge receipt of the notice by signature, if delivered in person, or by return receipt, if mailed.

## **SECTION 16.5 ~ Placement Action**

a. The Employer will take positive action to assist technicians affected by RIF or transfer of function to be placed within the Connecticut National Guard.

b. Placement assistance will also include contacts with other states, local federal activities, local government and private employers.

c. Reemployment priority list. A reemployment priority list must be maintained for tenure groups I and II technicians, separated in a RIF. Upon receipt of a specific notice of separation, technicians will be placed on this list, but only if they have not declined

an offer that preserves a non-temporary, full-time position in their present grade, step, or equivalent salary. Technicians will remain on this list for two (2) years, unless they decline in writing, accept a full-time position, or decline the offer of a full time position in the Federal government.

## **SECTION 16.6 ~ Appeals**

A competing technician may appeal to the Adjutant General when he/she has received a specific notice of reduction in force, and he/she believes that the employer incorrectly applied the provisions of this contract article, and TPR 300(351).

a. An appeal may be submitted upon receipt of a specific notice, but no later than thirty (30) calendar days before the effective date of the action.

b. The appeal must be in writing and must include the following information: Name, position title, series and grade, position description control number (PDCN), and the place of employment.

c. The appeal must clearly state the reason the technician believes the action affecting him/her is inappropriate, and must show that the Employer failed to comply with the RIF procedures outlined in this Article (e.g. insufficient notice, improper tenure grouping, and errors in service computation dates).

d. Extension of time limit. The Adjutant General may extend the appeal time limit when the technician indicates that he/she was not notified of a time limit and otherwise was not aware of it, or that circumstances beyond his/her control prevented him/her from appealing within the time limit.

e. Decision on appeal. The Adjutant General will issue a written decision and, where applicable, direct the HRO to take any necessary corrective action. A copy of the decision stating what corrective action will be taken is then forwarded to the technician. The decision of the Adjutant General is final and there is no further right or appeal. A copy of the decision issued by the Adjutant General will be furnished to all interested parties.

f. When a technician's appeal uncovers an error that does not change the outcome of the RIF, the Adjutant General will correct the error without requiring restoration or recall of the technician(s) involved.

## **ARTICLE XVII**

### **Contracting Out**

#### **SECTION 17.1 ~ Policy**

The Office of Management and Budget (OMB) OMB Circular No. A-76, requires that agencies periodically compare the overall cost of continuing to perform certain what could be termed "commercial activities" using civil service personnel. The Employer will notify the Union of its intent to contract out work, which is traditionally performed by technicians

and could result in a reduction in force, transfer, or loss of function affecting technicians in the bargaining unit. The employer agrees to take all possible actions to minimize the impact on affected technicians.

## **SECTION 17.2 ~ Impact and Implementation Bargaining**

When the agency determines that certain services/activities are to be accomplished by contracting out to outside agencies, the Union will be given reasonable advance notice and the opportunity to initiate impact and implementation bargaining.

## **SECTION 17.3 ~ Third Party Interventions**

The Union will be provided the opportunity to engage in impact and implementation bargaining in accord with the provisions of the Federal Labor-Management Relations Statute (P.L. 95-454).

## **ARTICLE XVIII**

### **Technician Work Attire**

#### **SECTION 18.1 ~ Uniforms**

a. Uniforms will be issued by the Army and Air National Guard, in accordance with appropriate service regulations. Time will be authorized for the purpose of exchanging unserviceable uniforms. Turn-in replacement procedures will be established by the USP&FO for ARNG Technicians and the Mission Support Group Officer for ANG Technicians. The employer will normally provide the replacement uniform to the employee within 30 calendar days of the replacement request.

b. Required rank insignia, name, service, and organizational patches will be sewn on the uniform by the employer, not to exceed 2 uniforms per calendar year.

c. An employee with a medical condition requiring the wear of any clothing not prescribed by the appropriate service uniform regulations must present a medical statement from a physician explaining in detail the medical condition and the reasons the clothing must be worn. The Employer will attempt to accommodate the request provided the employee is capable of performing their prescribed duties and responsibilities according to appropriate safety and occupational health guidelines.

d. While an employee has a replacement uniform on order, there should be no adverse action taken against the employee in respect to the serviceability of the uniform.

## **SECTION 18.2 ~ Washing Machines and Dryers**

The employer will furnish a washing machine and dryer at the following locations for the sole purpose of laundering military uniforms that are excessively soiled during the normal technician duties.

- a. AASF - One
- b. TASMG - One
- c. CSMS - One
- d. Orange - One
- e. Bradley - Four
- f. UTES - One

## **ARTICLE XIX**

### **Wage Surveys**

#### **SECTION 19.1 ~ Notification**

It is agreed that the Employer, will notify the Union as soon as possible, after the appropriate authority issues an announcement for any type wage survey that involves the technicians in the unit.

#### **SECTION 19.2 ~ Leave Status**

In accordance with 5 CFR 532.233 (6), technicians serving as data collectors are considered to be on official assignment to an interagency function, rather than on leave.

#### **SECTION 19.3 ~ Wear of Civilian Attire**

Wear of civilian attire will be authorized. Technicians are representing the agency in the conduct of their work and will depict a neat, professional image. It is understood that members are representing a Federal agency, thus appropriate military grooming standards will be adhered to; i.e. haircuts, jewelry, etc.

## **ARTICLE XX**

### **Dues Withholding Privileges**

#### **SECTION 20.1 ~ Eligibility**

Technicians eligible for dues withholding are those members of the Union in good standing who are employed in the bargaining unit and whose net salary after other legal and required deductions is regularly sufficient to cover the amount of the authorized allotment.

#### **SECTION 20.2 ~ Dues Defined**

Dues are defined as the regular periodic amount required to maintain a member in good standing who occupies a bargaining unit position, but shall not include such items as initiation fees, special assessments, fines and similar items.

#### **SECTION 20.3 ~ Dues Allotments**

In application of the allotment arrangements, the Union shall be responsible for:

- a. Purchasing Standard Form 1187, "Request and Authorization for Voluntary Allotment of Compensation for Payment of Technician Organization dues."
- b. Distributing copies of SF 1187 to its members.
- c. Educating eligible technicians as to the program for allotment of dues, its voluntary nature, and the availability and uses of the required forms.
- d. Educating eligible technicians that dues withholding may be revoked by submitting an SF 1188 or its equivalent within a 30 calendar day period prior to the first anniversary date of signing the SF 1187 or its equivalent. If a request for revocation is not submitted within this timeframe, the authorization will recycle for additional 1 year period beginning on the first day of March each year. A request to revoke dues withholding (SF-1188) subsequent to the first anniversary date must be received by the HRO not later the 15th of February. Dues revocation shall not become effective until the first full pay period in March.
- e. Certifying SF 1187's completed by eligible technicians as to the amount of dues.
- f. Refunding any unauthorized deductions or excess payments either to the technician or Employer as required.
- g. Employer is responsible for establishing methods for notifying the Union of revocation of an allotment by a technician.

## **SECTION 20.4 ~ Processing of Allotments**

Processing of allotments will be accomplished in the following manner:

a. The Union will procure and distribute SF 1187, educate its members in the use of the form, ensure that the member's identification number is entered on the form, and process completed voluntary requests from its members.

b. The elected Union officials will certify on all SF 1187's the correct amount of regular dues of eligible technicians to be deducted each bi-weekly pay period.

c. The Union will deliver completed SF 1187's to the HRO for review of eligibility and transmittal to the appropriate comptroller.

d. Allotments will take effect for the first pay period beginning after receipt of the properly executed and corrected SF 1187 in the payroll office. Allotments may be submitted to the HRO at any time. The SF 1187 will be time stamped by the comptroller and a copy provided to HRO.

e. Changes in the amount of regular dues, not more frequently than once every 12 months, may be made upon receipt of a certification from the Union's treasurer and such changes will be effective with beginning of the pay period after the receipt of the notification in the payroll office.

f. The Union will notify the HRO in writing within five (5) days when a technician ceases to be a member in good standing. The allotment for such technicians will be terminated with the first pay period after receipt of the notice in the payroll office.

g. Revocation of allotments submitted at the request of a technician will be elective as set forth in Section 20.3d. Allotments will be automatically terminated on the effective date when:

(1) Technicians leave because of transfer or other personnel action.

(2) The Union loses exclusive recognition.

(3) Technician has been suspended or expelled from the Union.

(4) Upon termination or suspension by appropriate authority.

h. Normal deduction will be made by the payroll office in all bi-weekly pay periods except when the collective bargaining agreement no longer applies to an employee. Dues allotments will be withheld from sick leave payments but not from lump sum leave payments or advance workmen's compensation payments.

i. Dues withheld will be transmitted after each payday to the National Office, Association of Civilian Technicians, Inc. 12620 Lake Ridge Drive, Lake Ridge, VA 22192 (703-494-4845).

## **ARTICLE XXI**

### **Union Office Space**

#### **SECTION 21.1 ~ Policy**

The employer agrees to provide both Union chapters adequate and private office space (not more than 250 square feet), for the purpose of storing and maintaining Union records, and conducting representational matters. These office spaces/furnishings may be shared with functions during the regular work week.

a. Each office location will have the capability for local/long distance commercial phones. Adequate office furniture, consisting of a desk(s), desk chairs, and filing cabinet(s) will be provided. Billing for long distance phone calls will be the responsibility of the Union.

b. When requested by the Union, the employer will make every effort to provide a suitable room consisting of a conference table and chairs.

c. If a base, facility, or building directory is available at the location of the designated Union office, the building and room numbers of the Union will be listed.

d. Local Area Network access will be made available to the Union for official Union business. Access will comply with appropriate military directives.

#### **SECTION 21.2 ~ Union Membership Meetings**

When requested by the Union, the Employer will provide a room if available, for Union membership meetings. The Union will submit requests for use of such space before the scheduled meeting. Final decision and authorization will rest with the facility commander.

#### **SECTION 21.3 ~ Union Bulletin Boards**

The Union will continue to utilize currently established dedicated bulletin boards for the posting of Union notices and literature. The exact location of these bulletin boards will be as mutually agreed to between the Union president and each manager whose area is affected. The bulletin boards will conform to the decor of Employer bulletin boards and will have an individual designated to maintain each board. These bulletin boards will be the exclusive posting area for Union notices/material. Sizes will be approximately 2'x 4'. Numbers and locations are as follows:

a. Bradley ANG Base - Not to exceed one per building and not to exceed three (3) in the main hanger, total not to exceed 10.

b. Orange ANG Station - One per building

c. TASMG - One per building

- d. CSMS - Two
- e. AASF - One
- f. Hartford Armory - One
- g. Each FMS - One

## **ARTICLE XXII**

### **Printing, Distribution and Education of the Agreement**

#### **SECTION 22.1 ~ Printing and Distribution**

The Employer agrees to post this agreement to the Connecticut Army and Air National Guard Web sites for Technician review and printing. Printed copies will be provided to all officers and stewards. The printing and distribution will be at no cost to individual technicians.

#### **SECTION 22.2 ~ Amendments and Supplements**

Any amendments and supplements to the Agreement will be printed and distributed in the manner described in Section 22-1.

#### **SECTION 22.3 ~ Education**

The Employer and the Union agree to educate both Management and Union officials as to the contents of this Agreement.

## **ARTICLE XXIII**

### **Agreement Administration**

#### **SECTION 23.1 ~ Agreement Duration**

This agreement shall remain in full force and effect for four (4) years from the date approved by the Department of Defense.

#### **SECTION 23.2 ~ Amendments and Supplements**

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 when the provisions of the agreement require amendment due to changes in laws, rules or regulations that affect the provisions of the agreement.

(2) At any time by mutual consent for the purpose of amending or supplementing provisions of this agreement.

(3) At the “mid-point” in the agreement (24 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.

c. Representatives of the Employer and the Union 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 23.2b will be considered.

d. Approval of an amendment or supplement to this agreement will be accomplished procedurally by the provisions of the current Memorandum of Understanding, dated 05 February 2015.

### **SECTION 23.3 ~ Negotiating and Executing New Agreement**

a. Negotiations for a new agreement will commence no earlier than one hundred and eighty (180) days nor later than ninety (90) days prior to the termination of this agreement. If neither party serves timely notice, the agreement shall be automatically renewed for an additional period of one year.

b. No later than sixty (60) days prior to the start of actual negotiations for a new agreement, representative(s) of the Employer and the Union will meet to initiate a Memorandum of Understanding (MOU) establishing ground rules for the conduct of negotiations.

c. Execution (Formal Signing) of the new agreement shall occur after union ratification, and employer approval. Any items not ratified by the union or employer will require the parties to return to the table for further negotiations. DoD has 30 days from the date ratified/signed to approve/disapprove the agreement. If the agreement is not returned in the 30 days it will become binding on each party. Re-negotiations will continue on items IAW the Law or Regulation until re-ratification and approval is granted by DoD, or the questionable items are removed from the bargaining table.

d. The current agreement will remain in effect during negotiations or until the new agreement is approved by the Department of Defense.



