



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



**CIVILIAN TECHNICIANS  
Duty... Dedication... and Dignity  
HAWKEYE CHAPTER  
Negotiated Agreement 2019**

ARTICLE	SUBJECT	PAGE
<b>1</b>	<b><u>Preamble</u></b>	
	1-1 Mutual Goals	6
<b>2</b>	<b><u>Exclusive Recognition and Coverage</u></b>	
	2-1 Bargaining Unit	7
	2-2 Application	7
<b>3</b>	<b><u>Management Rights</u></b>	
	3-1 Law	8
	3-2 Prohibited Negotiations	8
	3-3 Permissible Negotiations	8
<b>4</b>	<b><u>Employee Rights</u></b>	
	4-1 Policies	9
	4-2 Employee Participation	9
	4-3 Employer Responsibilities	9
<b>5</b>	<b><u>Labor Organization Rights and Duties</u></b>	
	5-1 Exclusive Representative	10
	5-2 Representation	10
	5-3 Discrimination	10
	5-4 Prohibited Activities	10
	5-5 Enforcement	10
	5-6 Internal Business	10
<b>6</b>	<b><u>Labor Organization Business Office</u></b>	
	6-1 Executive Council	11
	6-2 Steward Assignments	11
	6-3 Number of Stewards	11
	6-4 Shop Stewards	11
	6-5 List of Officers and Stewards	11
<b>7</b>	<b><u>Business Office and Administrative Cooperation</u></b>	
	7-1 Office	12
	7-2 Bulletin Boards	12
	7-3 Distribution	12
	7-4 The Contract	12
<b>8</b>	<b><u>Employee ID's</u></b>	
	8-1 Purpose	13
	8-2 Personal Identification	13

<b>9</b>	<b><u>Conformity</u></b>	
	9-1 Public Relations	14
<b>10</b>	<b><u>Pertinent Information</u></b>	
	10-1 Employer Information	15
	10-2 Labor Organization Information	15
	10-3 Bargaining Unit Members	15
	10-4 Supervisors List	15
<b>11</b>	<b><u>Supervisor's Work Folder</u></b>	
	11-1 Supervisor's Work Folder	16
<b>12</b>	<b><u>Employee Assistance Programs</u></b>	
	12-1 General	17
	12-2 Referral Services	17
<b>13</b>	<b><u>Payroll Deduction</u></b>	
	13-1 Withholding Form	18
	13-2 Processing	18
	13-3 Dues Withholding	18
	13-4 Dues Revocation	19
<b>14</b>	<b><u>Employee Travel</u></b>	
	14-1 Authorization	20
<b>15</b>	<b><u>Compensatory Time</u></b>	
	15-1 Administration	21

<b>16</b>	<b><u>Leave</u></b>	
	16-1 Annual Leave	22
	16-2 Sick Leave	22
	16-3 Maternity Leave	22
	16-4 Military Leave	22
	16-5 Leave Without Pay	22
	16-6 Blood Donation	22
	16-7 Leave Transfer	22
	16-8 Inclement Weather	23
	16-9 Leave Advancement	23
	16-10 Physical Examinations	23
<b>17</b>	<b><u>Official Time</u></b>	
	17-1 Authorized Official Time	24
	17-2 Accounting for Official Time	24
<b>18</b>	<b><u>Impact Bargaining</u></b>	
	18-1 Appropriate Matters for Impact And Implementation Bargaining	25
	18-2 Meetings	25
<b>19</b>	<b><u>Detailing and Temporary Promotion</u></b>	
	19-1 General	26
<b>20</b>	<b><u>Merit Promotion and Internal Placement</u></b>	
	20-1 Merit Promotion and Internal Placement	27
<b>21</b>	<b><u>Position Description</u></b>	
	21-1 Position Description	28
	21-2 Other Duties as Assigned	28
	21-3 Additional Duties and Details	28
	21-4 Policy	28
<b>22</b>	<b><u>Job Performance Standards and Performance Ratings</u></b>	
	22-1 Introduction	29
	22-2 General	29
	22-3 Appraisal Period	29
	22-4 Identification of Performance and Critical Elements	29
	22-5 The Appraisal	30
	22-6 Unacceptable Performance	30
<b>23</b>	<b><u>Training</u></b>	
	23-1 General	31
<b>24</b>	<b><u>Health, Safety and Welfare</u></b>	

	24-1	General	32
	24-2	Adverse Weather	32
	24-3	Use of Government Equipment	32
	24-4	Workers Compensation	33
	24-5	TDY Safety	33
	24-6	Wear of The Military Uniform	33
	24-7	Safety Glasses and Protective Equipment	33
	24-8	Hazard Reporting	33
	24-9	Physical Fitness Training	33
	24-10	Radios	33
<b>25</b>		<b><u>Environmental Differential Pay</u></b>	
	25-1	EDP Requests	35
<b>26</b>		<b><u>Discipline</u></b>	
	26-1	General	36
	26-2	Representation	36
	26-3	Non-Disciplinary Action	37
	26-4	Disciplinary Action	37
	26-5	Adverse Actions	37
	26-6	Records	38
<b>27</b>		<b><u>Wage Survey</u></b>	
	28-1	Labor Organization Participation	39
<b>28</b>		<b><u>Classification Actions</u></b>	
	29-1	General	40
<b>29</b>		<b><u>Reduction-In-Force</u></b>	
	30-1	General	41
	30-2	Furloughs	41
<b>30</b>		<b><u>Grievance Procedures</u></b>	
	31-1	General	42
	31-2	Definitions	42
	31-3	Representation	42
	31-4	Exclusions	43
	31-5	Exclusive Procedure	43
	31-6	Employee Rights	43
	31-7	Grievance File	43
	31-8	Presenting a Grievance	43
	31-9	Official Time	44
	31-10	Employee Grievance	44
	31-11	Labor Organization Grievance Process	45
	31-12	Right to Information	45

	31-13	Arbitration Procedures	45
	31-14	Arbitrator Selection	46
	31-15	Arbitration Expenses	46
	31-16	Date and Location	46
	31-17	FLRA Exceptions	46
	31-18	Compliance	46
	31-19	Grievance Form	47
<b>31</b>		<b><u>Agreement Administration</u></b>	
	35-1	Effective Dates	51
	35-2	Agency Approval	51
	35-3	Agreement Duration	51
	35-4	Agreement Precedence	51
	35-5	Agreement Amendments/Supplements	51
	35-6	Negotiating a New Agreement	52
<b>Appendix A</b>		<b><u>List of References</u></b>	<b>53</b>

## ARTICLE 1

### PREAMBLE

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

Procedures for the handling of specific issues outlined in the agreement have been agreed to by management and the union. However, it is agreed that the employer retains the sole discretion to assign work.

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

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

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

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

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

## ARTICLE 2

### EXCLUSIVE RECOGNITION AND COVERAGE

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

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

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

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

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



## ARTICLE 3

### MANAGEMENT RIGHTS

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

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

#### **3-2 Prohibited Negotiations:**

Nothing in this agreement shall impose upon the Employer the obligation to negotiate with the Labor Organization on matters with respect to the mission of the Employer; its budget; its organization; the number of employees; and the number, types, and grades of positions of employees assigned to an organizational unit, work project or tour of duty; or the technology, methods and means of performing work.

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

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

## ARTICLE 4

### EMPLOYEE RIGHTS

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

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

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

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

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

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

## ARTICLE 5

### LABOR ORGANIZATION RIGHTS AND DUTIES

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

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

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

A representative of the local Labor Organization shall be given the opportunity to be present at any formal discussion between one or more representatives of the agency concerning any grievance or any personnel policies or practices, or other general conditions of employment. A representative of the local Labor Organization shall be given the opportunity to be present at any examination of an employee in the unit by a representative of the Employer in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee and if the employee requests the representation.

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

The Labor Organization will not interfere with, restrain, or coerce any employee in the exercise of their rights under law. The Labor Organization will not coerce, discipline, fine, or attempt to coerce a member of the Labor Organization as punishment, reprisal or for the purpose of hindering or impeding the member's work performance or productivity as an employee, or the discharge of the member's duties as an employee. The Labor Organization will not discriminate against an employee with regard to the terms or conditions of membership in the Labor Organization on the basis of race, color, creed, national origin, sex, age, political affiliation, marital status or disability.

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

The Labor Organization will not call or participate in a strike, work stoppage, or slowdown, or in the picketing of the Employer in a labor/management dispute if such picketing interferes with the 185th Air Refueling Wing/133<sup>rd</sup> Test Squadron operations. The Labor Organization will not condone any such activity by failing to take action to prevent or stop such activity.

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

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

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

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

## ARTICLE 6

### LABOR ORGANIZATION AND SHOP STEWARDS

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE 7

### BUSINESS OFFICE AND ADMINISTRATIVE COOPERATION

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

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

#### **7-2 Bulletin Boards:**

The Employer agrees that the Labor Organization shall be afforded Space for a bulletin board in work centers that employ bargaining unit members and SharePoint access for display of Labor Organization material.

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

#### **7-3 Distribution:**

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

#### **7-4 The Contract:**

The employer will cause an electronic copy of this contract and grievance form to be available on a SharePoint site for all 185<sup>th</sup> Air Refueling Wing/133<sup>rd</sup> Test Squadron Employees.

## ARTICLE 8

### EMPLOYEE ID's

#### **8-1 Purpose:**

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

#### **8-2 Personal Identification:**

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

**ARTICLE 9**  
**CONFORMITY**

**9-1 Public Relations:**

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

## ARTICLE 10

### PERTINENT INFORMATION

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

The employer agrees to make available pertinent Technician Personnel Regulations and additional codes, polices, and directives of the agencies (NGB and OPM).

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

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

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

The Employer agrees to supply the Labor Organization with a current list of names of all bargaining unit members upon request.

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

A list of supervisory positions of bargaining unit members will be provided to the Labor Organization upon request.



**ARTICLE 11**

**SUPERVISOR'S WORK FOLDER**

**11-1 Supervisor's Work Folder**

- a. Supervisor's Work Folders will be kept I.A.W. current law, regulation, and policy. Employees have the right to see their Supervisor's Work Folder.

## ARTICLE 12

### EMPLOYEE ASSISTANCE PROGRAMS

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

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

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

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

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

**13-1 Withholding Form:**

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

**13-2 Processing:**

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

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

**13-3 Dues Withholding:**

The Employer agrees to provide a listing to the Labor Organization of those persons from whom a payroll deduction was made, upon request.

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

The Standard Form 1188 will be used for revoking dues allotments and is available on-line or upon request from the HRO representative.

- a. The individual will turn the completed standard form in to the Civilian Pay Office.
- b. The Civilian Pay Office shall transmit a copy of the form to the Labor Organization within three (3) working days after receipt of a signed form from the employee.
- c. The first day of September shall be the annual dues revocation date established by this agreement. All dues revocation forms must be received by the Civilian Pay Office not later than 15 August. Dues revocation shall not become effective until the first full pay period in September.
- d. New members shall have the option of dues revocation on the first anniversary date after his/her election to participate. Dues revocation form must be submitted to the Civilian Pay Office not later than the last work day in the month preceding his/her anniversary date. Effective date of revocation will be the first full pay period after his/her anniversary date. After the first anniversary date, revocation may only be made in accordance with Section 4c above.

**ARTICLE 14**

**EMPLOYEE TRAVEL**

**14-1 Employee Travel:**

Official travel will be I.A.W. current regulatory guidance.

## ARTICLE 15

### COMPENSATORY TIME

#### **15-1 Administration:**

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

## ARTICLE 16

### LEAVE

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

Annual leave will be administered on a uniform and equitable basis within the scope of current regulations. Employer can cancel leave for mission related reasons.

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

Sick leave will be administered in accordance with all applicable regulations. The employee who becomes ill is responsible for notifying their supervisor or designated representative as soon as practical to request leave. The Employer shall not place individual sick leave records on bulletinboards.

#### **16-3 Maternity Leave:**

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

#### **16-4 Military Leave:**

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

#### **16-5 Leave Without Pay:**

LWOP is an approved absence without pay and will be administered in IAW applicable laws, rules, and regulations. LWOP may not be imposed as a penalty.

#### **16-6 Blood Donation:**

Blood Donation will be administered IAW applicable laws, rules, and regulations.

#### **16-7 Leave Transfer:**

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

**16-8 Inclement Weather:**

Inclement weather will be administered IAW applicable laws, rules, and regulations.

**16-9 Leave Advancement**

Leave advancement will be administered IAW applicable laws, rules, and regulations and any change thereto.

**16-10 Physical Examinations:**

Physical examinations will be administered IAW applicable laws, rules, and regulations and any change thereto.



**ARTICLE 17**

**OFFICIAL TIME**

**17-1 Authorized Official Time:**

IAW current law, regulation, and policy

**17-2 Accounting for Official Time:**

IAW current law, regulation, and policy

## ARTICLE 18

### IMPACT BARGAINING

#### **18-1 Appropriate Matters for Impact and Implementation Bargaining:**

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

#### **18-2 Meetings:**

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

## ARTICLE 19

### DETAILING AND TEMPORARY PROMOTION

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

A detail is an official personnel action by which an employee is assigned duties and responsibilities other than those of his/her permanent position, but receive the salary attached to that permanent position. Details provide a means by which current employees may be effectively used to perform work for which no continuing need exists, or to perform the duties of an existing position on a temporary basis. Details and temporary promotions will be IAW 5 CFR 335 and applicable Agency Merit Placement and Promotion Plan.

## ARTICLE 20

### MERIT PROMOTION AND INTERNAL PLACEMENT

#### **20-1 Merit Promotion and Internal Placement:**

IAW 5 CFR 335 and applicable Agency Merit Placement and Promotion Plan.

## ARTICLE 21

### POSITION DESCRIPTION

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

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

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

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

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

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

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

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

## ARTICLE 22

### JOB PERFORMANCE STANDARDS AND PERFORMANCE RATINGS

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

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

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

This article addresses the Employee Performance Appraisal system applies to bargaining unit members. The purpose of this article summarizes and provides general information as to the applicable rules and regulations concerning performance standards and ratings.

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

Employees will be given a performance appraisal annually IAW applicable laws, rules, and regulations and any change thereto.

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

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

**22-5 The Appraisal:**

- a. At the end of the appraisal period management will review the employee's performance appraisal with the employee.
- b. An employee who is not satisfied with their performance appraisal may contest that individual appraisal through the Performance Appraisal Appeal Process.
- c. An employee may be required to prepare for and support the mission through the accomplishment of duties pertaining to military training, military readiness, force protection and other mission related assignments. These tasks have no impact on the classification of this position and should NOT be addressed in any employee's performance plan.

**22-6 Unacceptable Performance:**

Unacceptable performance will be addressed will be administered in IAW applicable laws, rules, and regulations and any change thereto.

## ARTICLE 23

### TRAINING

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

- a. Management will utilize, to the fullest extent, the present skills of employees to enhance their knowledge through on-the-job training and other training measures, so that they may perform at their highest potential and advance in accordance with their abilities.
- b. Selections for a training course established as a condition of promotion eligibility shall be in accordance with the Merit Placement & Promotion Plan.
- e. The Employer may, to the maximum extent possible, establish and provide for training opportunities including on-the-job retraining.
- f. An IDP is a plan to identify specific training, development, and goals pertinent to an employee's position.-An IDP is required for employees employed below the full journeyman (trainee) level. Managers and supervisors are encouraged to use IDPs for all employees newly assigned to a position (i.e. new hires, promotions, reassignments).



## ARTICLE 24

### HEALTH, SAFETY AND WELFARE

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

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

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

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

#### **24-3 Use of Government Equipment:**

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

#### **24-4 Workers Compensation:**

Employees shall immediately report job connected injuries or illnesses to their supervisors. A designated representative, with the employee, shall insure that the proper procedures are followed and that all necessary forms and notices are completed. If necessary, the proper federal employee compensation forms will be completed. Early filing of a workman compensation claim form is essential to assure full coverage for any job related injury or illness. When the employee is incapacitated and unable to notify the supervisor of injury or illness it shall be the designated representatives responsibility to begin procedures as soon as notification is forthcoming. For situations involving federal workers compensations, the Employer agrees to assign a coordinator to assist the employee with the necessary procedures. Employees will be fully advised by the Employer as to their rights and obligations under the Federal Employees Compensation Act. Employees may be entitled to continuation of pay (COP) IAW current Department of Labor guidelines.

#### **24-5 TDY Safety:**

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

#### **24-6 Wear of The Military Uniform:**

The uniform will be worn IAW current law, regulation, and policy.”

#### **24-7 Safety Glasses and Protective Equipment:**

The Employer will furnish at no cost to the employee, safety eyeglasses to include prescription lenses to employees who are required by medical prescription to wear glasses, upon furnishing a request and justification and upon approval of the base safety officer. The employee will furnish a current eyeglass prescription and new prescriptions as his/her vision changes. All issued safety glasses broken on the job will be replaced at no cost to the employee. The individual may at his/her option, select either plain or tinted lenses. All protective clothing and equipment authorized by applicable regulations and TA's will be provided by the Employer at no cost to any employee. Replacement safety glasses may be subject to availability of funds

#### **24-8 Hazard Reporting:**

Hazard reporting will be IAW current safety procedures.

#### **24-9 Physical Fitness Training**

Physical fitness training will be IAW current TAG policy.

#### **24-10 Radios:**

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

## ARTICLE 25

### ENVIRONMENTAL DIFFERENTIAL PAY

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

Environmental Differential Pay (EDP) will be paid as outlined in current regulation.

## ARTICLE 26

### DISCIPLINE

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

- a. It is acknowledged that in some cases, disciplinary actions are necessary; and should be of a constructive nature, and be applied fairly and equitably. Disciplinary actions will be taken for just and sufficient cause only and be in accordance with applicable regulations.
- b. The parties recognize that discipline may be “progressive” in nature (i.e. Actions may start with counseling and only get tougher if conduct does not improve.) Disciplinary action will be taken for the purpose of correcting offending employees and problem situations and maintaining discipline and morale among other employees. It is recognized by both parties that serious infractions may require more severe initial disciplinary action.
- c. Disciplinary action will be in IAW applicable laws, rules, and regulations and any change thereto.

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

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

”In accordance with the Negotiated Agreement between the Adjutant General of Iowa and the Hawkeye Chapter of the Association of Civilian Technicians, prior to discussions that may lead to disciplinary or adverse action; you are hereby notified of your right to labor organization representation. If you wish to have representation present, one will be present prior to any further questioning.

I understand my rights as stated above. I wish to not have a labor organization representative present.”

- b. If the employee requests representation, the interview may be delayed, when required, to provide a reasonable amount of time for a representative to be present. If the employee chooses not to have Labor Organization representation that waiver must be in writing.

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

- a. Counseling: This type of action will consist of a counseling interview with the employee by their immediate supervisor or designated representative. The employee will be advised of the specific infraction or breach of conduct and when it occurred.
- b. Oral admonishments: Admonishments will be administered in IAW applicable laws, rules, and regulations and any change thereto: Admonishment is a non-disciplinary action that warns an employee to desist from a certain course of action. Admonishments should take place in as private of place as possible and in an appropriate form necessary to correct the employee

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

- a. Reprimands will be administered in IAW applicable laws, rules, and regulations and any change thereto: A letter of reprimand is a disciplinary action without an adverse action connected to it. A letter of reprimand may be used where a counseling or admonition is ineffective or where the nature of the offense warrants a more serious and formal action.
- b. To protect the confidentiality of the records (Supervisor's Employee Brief) and to preserve the privacy of the individual, records will be maintained at the lowest level of supervision excluded from the bargaining unit. Access to the records will be limited to management/employees concerned and to individuals to whom the employee has given written permission.

### **26-5 Adverse Actions:**

- a. Adverse action is an administrative action that results in suspensions, change to lower grade or removal.
  1. There must be a reason for taking adverse action; that reason is commonly referred to as a "cause" and is defined as "an offense against the employer – employee relationship." What constitutes a "cause" is a decision that must be made on the merits of each situation.
  2. Having a "cause" is not sufficient to warrant an adverse action. Management must also conclude that taking an adverse action will promote the efficiency of the service. This is done by establishing a relationship between the "cause" and its impact or effect upon the efficiency of the service (i.e., the employee's ability to perform their duties; the agency's ability to fulfill its mission, etc.)
- b. Adverse actions will be administered in IAW applicable laws, rules, and regulations and any change thereto.

**26-6 Records:**

- a. In any disciplinary action, an employee will, upon request, be furnished a copy of all written documents in the employee files which contain evidence used by the Employer to support the disciplinary action.
- b. Conduct related entries in employee's files should not be made without their knowledge. The employee may initial the entry if desired. The employee's initials acknowledge that the employee KNOWS that an entry was made, but in no way may initialing the entry be considered as an agreement with the entry or an admission of guilt.
- c. Disciplinary action entries in an employee's file are administered and maintained will be administered in IAW applicable laws, rules, and regulations and any change thereto.

## **ARTICLE 27**

### **WAGE SURVEY**

#### **27-1 Labor Organization Participation:**

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



## ARTICLE 28

### CLASSIFICATION ACTIONS

#### **28-1 Classification Actions:**

Classification actions will be IAW current law, regulation, and policy.

## ARTICLE 29

### REDUCTION-IN-FORCE

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

The Adjutant General is responsible for implementing a reduction-in-force. Reductions-in-force will be IAW current law, regulation, and policy

#### **29-2 Furloughs:**

Furloughs will be conducted I.A.W. current law, regulation, and policy

## ARTICLE 30

### GRIEVANCE PROCEDURES

#### **30-1 General:**

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

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

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

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

#### **30-2 Definitions:**

A grievance is:

- a. Any complaint by any employee concerning any matter relating to the employment of the employee.
- b. Any complaint by the Labor Organization concerning any matter relating to the employment of any employee.
- c. Any complaint by any employee, the Labor Organization, or Agency concerning:
  1. The effect of interpretation, or a claim of breach, of the collective bargaining agreement; or
  2. Any claimed violation, misinterpretation, or misapplication of any law, rule or regulation affecting conditions of employment.

#### **30-3 Representation:**

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

### **30-4 Exclusions:**

It is agreed that this negotiated procedure is a full coverage procedure except for those matters specifically excluded by 5 U.S.C. 71 from the coverage of this agreement. Matters excluded from the negotiated grievance procedure are:

- a. Any claimed violation relating to prohibited political activities (Hatch Act Violations).
- b. Retirement, life insurance, or health insurance.
- c. A suspension or removal under 5 U.S.C. 7532.
- d. Any examination, certification, or appointment.
- e. The classification of any position which does not result in the reduction in grade or pay of an employee. This matter may be appealed under other procedures IAW current regulations.

### **30-5 Exclusive Procedure:**

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

### **30-6 Employee Rights:**

- a. All employees have the right to present their grievances to the appropriate management officials for prompt consideration. This procedure provides a means for the prompt and orderly consideration and resolution of employee(s) or Labor Organization grievances. In exercising this right, the employee(s) and the representative will be free from restraint, coercion, discrimination, or reprisal.
- b. EEO complaints will be processed I.A.W. 5 U.S.C. 7121(d).

### **30-7 Grievance File:**

A grievance file will be maintained by the HRO.

### **30-8 Presenting a Grievance:**

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

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

**30-9 Official Time:**

Official time, without charge to leave, will be afforded in accordance with current law, regulation, and policy.

**30-10 Employee Grievance:**

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

**Step 1**

The grievance will be prepared in writing, utilizing the agreed to form. The grievance will be presented to the appropriate Director, who will provide an information copy of the grievance to the HRO. The grievance and information will be discussed at the time of presentation of the grievance. The Director will provide a determination of settlement, in writing, to the grievant and the Labor Organization within seven (7) calendar days.

**Step 2**

If, after receipt of letter from the Director, the grievant is dissatisfied with the settlement offered at step one, an appeal may be made to the Wing Commander within seven (7) calendar. The grievance and information will be discussed at the time of the appeal presentation. The Wing Commander will provide a determination of settlement, in writing, to the grievant and the Labor Organization within seven (7) calendar days.

### **Step 3**

If the grievance is not satisfactorily settled as a result of the actions under step two, the employee or the bargaining unit may, within seven (7) calendar, submit the grievance in writing to the Adjutant General of Iowa for their consideration. The Adjutant General or their appointed representative will meet the concerned parties and will submit a decision within fourteen (14) calendar days after receipt of the grievance. The time limits described herein may be extended upon mutual agreement.

### **30-11 Labor Organization Grievance Process:**

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

#### **Step 1**

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

#### **Step 2**

If the Labor Organization is dissatisfied with the decision at step one, an appeal will be forwarded to TAG (if required) within fourteen (14) calendar days. The Labor Organization will be provided a decision within seven (7) calendar days. If TAG does not sustain the grievance, a reason in writing will be provided to the Labor Organization.

### **30-12 Right to Information:**

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

### **30-13 Arbitration Procedures:**

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

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

#### **30-14 Arbitrator Selection:**

- a. When arbitration is invoked, the party invoking arbitration may request a list of seven arbitrators from the Federal Mediation and Conciliation Service (FMCS) and concurrently inform the other party of its intent.
- b. Within seven (7) working days of receiving the list, both parties shall meet to select an arbitrator. If agreement cannot be reached regarding the selection of an arbitrator, then the parties will alternately strike the names from the list until only one (1) name remains. The individual's name remaining will be duly selected to hear the grievance.
- c. If either party fails to participate in the selection process, the arbitration action will proceed with the requesting party accomplishing the selection. The parties agree that if the selected arbitrator is unavailable to hear the grievance within thirty (30) days the parties may select a new arbitrator using the above procedures.

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

#### **30-15 Arbitration Expenses:**

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

#### **30-16 Date and Location:**

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

#### **30-17 FLRA Exceptions:**

The parties understand the Federal Labor Relation Authority has promulgated regulations providing for filing of exceptions to an arbitrators award. The period for filing of exceptions shall be IAW current FLRA guidance.

#### **30-18 Compliance:**

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

**30-19 Grievance Form:**

Grievance Form.



**GRIEVANCE FORM – HAWKEYE CHPT. 75  
A.C.T.**

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

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

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

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

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

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

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

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

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

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

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

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

**18. INFORMAL DISCUSSION: (date and name of participants)  
(optional)**

**initials**

**19. OFFICIAL GRIEVANCE STEPS: (date, name, signature, and attach decisions, remedy, relief)**

**Note: Grievance must be filed within 20 working days from knowledge of incident.**

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

**Step 1**

**Management: \_\_\_\_\_ Date: \_\_\_\_\_**

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

**Step 2**

**Management: \_\_\_\_\_ Date: \_\_\_\_\_**

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

**Step 3**

**Management: \_\_\_\_\_ Date: \_\_\_\_\_**

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

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

**Date settled:                      Date: \_\_\_\_\_**

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

## ARTICLE 31

### AGREEMENT ADMINISTRATION

#### **31-1 Effective Date:**

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

#### **31-2 Agency Approval:**

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

#### **31-3 Agreement Duration:**

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

#### **31-4 Agreement Precedence:**

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

#### **31-5 Agreement Amendments/Supplements:**

- a. This agreement may be subject to amendments or supplements during the agreement lifetime under one of the following procedures:
  1. When agreement provisions require amendment due to changes in law that affect the provisions of this agreement.
  2. Either party may initiate negotiations at the midpoint of this agreement, after service of notice no later than sixty (60) days prior to the midpoint of this agreement and may submit up to three (3) subjects for negotiations
  3. At any time, by mutual consent, for the purpose of amending or providing supplement to this agreement.

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

**31-6 Negotiating a New Agreement:**

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

## Appendix A

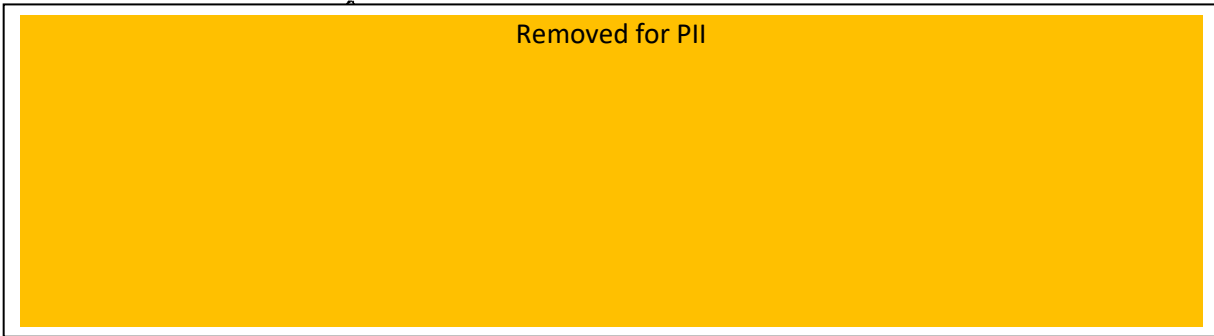
### List of References

5 U.S.C. 71 .....	Labor-Management Relations
5 U.S.C. 7106.....	Management rights
5 U.S.C. 7114 .....	Representation rights and duties
5 U.S.C. 7121 .....	Grievance procedures
5 U.S.C. 7131 .....	Official time
5 CFR 335.....	Promotion and internal placement
TPR 300.....	Reorganizations, Realignment, and Reduction in Force
TPR 400.....	Technician Human Resources Development Program
TPR 511.....	Classification and Workforce Management
TPR 715.....	Voluntary and Non-Disciplinary Actions
TPR 752.....	Discipline and Adverse Action
TPR 752.....	Adverse Action Appeals and the NG Hearing Examiner Program
TPR 792.....	Alcoholism and Drug Abuse Program
CNGBN 1403.....	Benefits and Entitlements Guidance
CNGBN 1404.....	Labor Relations and Performance Appraisal Guidance
CNGBN 1406.....	DOD Pipeline and Return to Work Program
CNGBN 1408.....	Overtime and Compensatory Time Policy
CNGBI 1300.01.....	Sexual Assault Prevention and Response Program
CNGBI 1400.25, Vol. 293 .....	Supervisor's Employee Work Folder Program
CNGBI 1400.25, Vol. 303 .....	NG Title 32 Dual Status Military Technician Compatibility Program
CNGBI 1400.25, Vol. 400 .....	NG Human Resources Development Program
CNGBI 1400.25, Vol. 431 .....	NG Technician Performance Appraisal Program
CNGBI 1400.25 Vol. 451 .....	NG Technician Incentive Awards Program
CNGBI 1400.25, Vol. 630 .....	NG Technician Absence and Leave Program
CNGBI 1400.25, Vol. 800 .....	NG Technician Injury Compensation Program
CNGBI 1400.25, Vol. 840 .....	NG Technician Phased Retirement Program

Signed this 14<sup>th</sup> day of March 2019

FOR MANAGEMENT

FOR THE LABOR ORGANIZATION



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Effective 2MAY2019 in accordance with 5 USC 714(c)(3)

Approved by the Department of Defense on April 5, 2019