

**COLLECTIVE BARGAINING AGREEMENT**

BETWEEN

THE ADJUTANT GENERAL OF NEW JERSEY

AND

AFGE LOCAL 371

**TABLE OF CONTENTS**

	<b>PAGE</b>
<b>PREAMBLE</b>	<b>4</b>
<b>ARTICLE I</b> <i>BARGAINING UNIT RECOGNITION</i>	<b>5</b>
<b>ARTICLE II</b> <i>DUES WITHHOLDING/REVOCATION PRIVILEGES</i>	<b>5</b>
<b>ARTICLE III</b> <i>PROVISIONS OF LAW AND REGULATIONS</i>	<b>6</b>
<b>ARTICLE IV</b> <i>MANAGEMENT RIGHTS</i>	<b>6</b>
<b>ARTICLE V</b> <i>REPRESENTATION RIGHTS AND DUTIES</i>	<b>6</b>
<b>ARTICLE VI</b> <i>WORK WEEK HOURS OF WORK</i>	<b>8</b>
<b>ARTICLE VII</b> <i>DISCIPLINARY ACTION</i>	<b>9</b>
<b>ARTICLE VIII</b> <i>HOLIDAY PAY, PREMIUM PAY &amp; NIGHT DIFFERENTIAL</i>	<b>9</b>
<b>ARTICLE IX</b> <i>LABOR - MANAGEMENT MEETINGS</i>	<b>10</b>
<b>ARTICLE X</b> <i>LEAVE AND EXCUSED ABSENCES</i>	<b>10</b>
<b>ARTICLE XI</b> <i>SENIORITY, PROMOTIONS, DEMOTIONS AND REDUCTION IN FORCE</i>	<b>15</b>
<b>ARTICLE XII</b> <i>SAFETY, HEALTH, WELFARE &amp; EDUCATION</i>	<b>16</b>
<b>ARTICLE XIII</b> <i>GRIEVANCES</i>	<b>17</b>
<b>ARTICLE XIV</b> <i>MISCELLANEOUS</i>	<b>21</b>
<b>ARTICLE XV</b> <i>OFFICIAL TIME</i>	<b>23</b>
<b>ARTICLE XVI</b> <i>TERM OF AGREEMENT</i>	<b>24</b>
<b>GLOSSARY</b>	<b>26</b>
<b>NEGOTIATED AGREEMENT COMPLAINT FORM</b>	<b>28 and 29</b>

## **PREAMBLE**

This agreement is entered into under the provisions of Public Law and the guidance and concepts set forth in Executive Order 13522, by and between the Adjutant General of New Jersey; hereafter referred to as the "Employer" and the American Federation of Government Employees Local 371 hereafter referred to as the "Bargaining Unit".

The intent and purpose of this agreement is to promote and improve the effectiveness and efficiency of the New Jersey Army National Guard and the welfare and security of its federal employees (technicians) within the meaning of Chapter 71 Title 5 US Code Public Law.

We, the Employer and the Bargaining Unit, jointly believe that all people want to be involved in the decisions that affect them. We will create an atmosphere of trust and respect by instilling and recognizing each individual's knowledge and desire to exceed by taking pride in our organization. With the use of technology and innovative and appropriate education for each individual; we together will raise the level of success of our organization and military community. Armed with these principles and our common bond, we can assure that our military units, individual members, and equipment are ready for worldwide or domestic deployment. Additionally, we can promote the efficient administration of Government and continually improve our procedures and readiness; subject to law and the requirements of public service.

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

## **ARTICLE I            BARGAINING UNIT RECOGNITION**

SECTION 1. The Employer recognizes AFGE Local 371 as the exclusive representative of all employees in the unit, as hereafter defined.

SECTION 2. The Bargaining Unit to which this agreement is applicable consists of all non-supervisory, non-managerial, non-professional, Dual Status and Non-Dual Status New Jersey Army National Guard technician personnel. The Bargaining Unit excludes all management officials, supervisors, confidential employees, professional employees, and employees engaged in federal personnel work other than clerical capacity.

SECTION 3. The Bargaining Unit agrees to represent all eligible employees within the bargaining unit without discrimination and without regard to labor organization membership.

SECTION 4. Membership in the Bargaining Unit will not be encouraged or discouraged by anyone acting in a supervisory or other capacity for the Employer. The Employer recognizes the rights of technicians to organize and designate representatives. The Employer agrees not to restrain, interfere, discriminate against, or make reprisals for the exercise of the rights as set forth above and in US Code 5 Section 7114 and 7116.

## **ARTICLE II            DUES WITHHOLDING/REVOCATION PRIVILEGES**

SECTION 1. The agreement provides for an arrangement for the voluntary allotments and revocations by technicians to effect payments/terminations of their dues as members of the Bargaining Unit. Union dues withholding will be coordinated between the appropriate technician payroll office and the Secretary-Treasurer of the Bargaining Unit. Union dues deductions will be terminated upon the loss of membership due to promotion, retirement, death, or separation from technician employment. Bargaining Unit members may voluntarily revoke dues withholding after a one-year period. Thereafter, they may revoke withholding during their membership anniversary month.

SECTION 2. In application for allotment arrangement or cancellation, the Bargaining Unit will be responsible for:

- a. Purchasing Standard Form 1187/1188, "Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues", "Cancellation of Allotment".
- b. Distributing copies of SF 1187/1188 to its members.
- c. Educating eligible technicians as to the programs for allotment dues, its voluntary nature, and the availability and uses of the required forms.
- d. Educating eligible technicians as to the procedures in revoking allotments, emphasizing that the effective date will be as described in Section 1 of this Article.
- e. Certifying SF 1187s completed by eligible technicians as to the amount of dues.
- f. Refunding any unauthorized deductions or excess payments either to the technician or the Agency as required.

SECTION 3. The Bargaining Unit will post a notice on appropriate boards within the facilities to inform technicians:

- a. That this agreement has been made with the AFGE Local 371 for voluntary allotments for payment of Union dues.
- b. That allotment deduction will take effect during the first pay period beginning after the allotment form has been properly completed, signed, certified, and has been received in the Employers payroll office. The forms for requesting allotments can be obtained from the Bargaining Unit and returned by the Bargaining Unit to the payroll office.
- c. That a technician may revoke his/her allotment at any time, but such revocation will be effective only on the anniversary month of the initial allotment deduction.
- d. That a SF 1188 "Cancellation of Payroll Deductions for Labor Organization Dues" and information concerning cancellation will be obtained from the Union.

### **ARTICLE III PROVISIONS OF LAW AND REGULATIONS**

This agreement and any supplemental agreements or amendments will be subject to the following requirements: This agreement is governed by existing or future laws and regulations of appropriate authority. If any part of this agreement is found inconsistent with applicable Federal Laws, regulations or policies, such sections or provisions of the agreement will be renegotiated and amended. This does not infringe upon the rights of individuals to appeal. The Labor-Management Forum will issue a joint statement interpreting the effect of such inconsistencies upon the agreement.

### **ARTICLE IV MANAGEMENT RIGHTS**

SECTION 1. Nothing in this agreement will affect the authority of any management official of the New Jersey Department of Military and Veterans Affairs in accordance with Title 5 of the U.S. Code Section 7106(a).

SECTION 2. Nothing in this agreement will preclude the Employer and the Bargaining Unit from negotiating issues described and in accordance with Title 5 U.S. Code, Section 7106(a).

### **ARTICLE V REPRESENTATION RIGHTS AND DUTIES**

SECTION 1. The Bargaining Unit is responsible for representing the interest of all employees within the unit as described in Article I of this agreement without discrimination or regard to Union membership in accordance with Title 5 U.S. Code, Subchapter 7114.

SECTION 2. When involved in representational situations, a technician, before leaving his/her job to consult with a Bargaining Unit representative; will obtain the permission of the immediate supervisor. Such permission will not be unreasonably denied, unless compelling reasons dictate otherwise. In such an event, permission to leave the job location will be granted at the earliest possible time.

SECTION 3. The Bargaining Unit shall have the right to designate shop stewards for installations in accordance with the following formula.

Installations with not less than 5 bargaining unit employees but no more than 20  
= 1 steward.

Installations with not less than 20 bargaining unit employees but not more than 50  
= 2 stewards.

Installations with more than 50 bargaining unit employees = 3 stewards.

SECTION 4. The Bargaining Unit will furnish the Employer, in writing, the names of its officers, stewards, and designated representatives, together with their area of responsibility, and will promptly notify the Employer of any changes in these officers and stewards that may occur during the term of this agreement.

SECTION 5. The Employer will afford officers and stewards a reasonable amount of Official Time to consult with appropriate management officials and/or aggrieved employees. However, the aggrieved employee must first obtain permission from their immediate supervisors, indicating the nature and place of the business to be conducted, and indicate the estimated amount of time without undue interference with assigned duties. Permission shall not be unreasonably withheld. Official time will be captured on a Standard Form 71 and recorded for Time and Attendance accounting. Bargaining Unit representatives will guard against the use of excessive time in handling such responsibilities. In the event that representation is required above the level of shop steward or a replacement is required due to non-availability, the Bargaining Unit President will designate a member of the Executive Council or representatives will be assigned from installations with two or more stewards.

SECTION 6. Prior to entering work areas at any time, officers and stewards will coordinate with the supervisor of the work area concerned. Permission will not be unreasonably denied.

SECTION 7. Subject to pertinent government regulations and with prior specific approval of the Employer, representatives of the National American Federation of Government Employees not in the Employer's employ may be permitted to visit areas of installations of the Employer. These visits will be for the purpose of ascertaining whether or not the parties are adhering to this agreement, and/or in conjunction with the preparation and processing of grievances. The Bargaining Unit shall request such approval not less than 24 hours in advance from the senior site supervisor or manager, at which time will indicate:

- a. The name(s) of visitor(s).
- b. Union position held.
- c. General purpose of visit.
- d. Expected time of arrival and approximate duration of stay.
- e. Name(s) of any official(s) of the Employer to be contacted.

Internal Union Business will not be conducted during such visits.

SECTION 8. Any technician elected or appointed to an office in the Bargaining Unit, which requires a substantial part or all of his/her time, may be given leave without pay for not more than one year at the technician's request. Leave without pay as set forth herein, may be

renewed upon receipt and approved by the Employer of an appropriate application by the technician.

SECTION 9. If requested, the Employer may provide floor space for one desk and one file cabinet commensurate with available space and installation. The Employer will install, at each work area of the unit, a bulletin board labeled with the Bargaining Unit's name for exclusive use of the Union. The Employer incurs no responsibility for the information displayed; however, the Employer reserves the right to correct the record pursuant to Title 5 U.S. Code, Subchapter 7116(e). The Bargaining Unit may install a business telephone at its own expense.

SECTION 10. Consistent with mission requirements, the Employer agrees to notify the Union at the earliest possible date when a Bargaining Unit official, shop steward or designated representative is to be transferred from their regularly assigned duty station. Notice of transfer and reasons, therefore, will be given to the Bargaining Unit President.

## **ARTICLE VI            WORK WEEK - HOURS OF WORK**

SECTION 1. The New Jersey Army National Guard is on a modified work schedule as outlined in TAG Policy Letter, Subject: LOI – Scheduled Day Off, dated 11 December 2007. Whenever possible, employees shall be given two consecutive days off, preferably Saturday and Sunday. In the event that this is not possible, at least one regularly scheduled day off will be given, preferably Sunday. In the event that six or seven day coverage of any activity is required, so that non-work days are staggered, every effort will be made to provide equal treatment for employees with respect to Saturdays and Sundays.

### **SECTION 2.**

- a. A thirty-minute period, commencing not earlier than 3-1/2 hours and not later than 5 hours after the start of the workday, shall be designated as the lunch period.
- b. Employees whose scheduled work precludes them from leaving their work site will be permitted a period not to exceed 20 minutes to eat lunch and this time will be counted as hours of work. They must remain in the immediate work area and be available to work during this period. Management will, where possible, provide a lunch period completely free of all duties; and if provided, the workday will be extended by the lunch period provided.
- c. Employees will have a rest period of 15 minutes during each four hours of continuous work.

SECTION 3. The Bargaining Unit recognizes that the normal work week and work day may be disrupted by mission requirements of higher headquarters in connection with the National Defense posture, or other directed missions by the employer. In such cases, the mission imposed will determine the days and hours of work.

SECTION 4. Programmed/forecasted overtime shall be scheduled sufficiently in advance so that technicians can be notified. Overtime will be offered on a voluntary basis, and the remaining requirements filled by assigning qualified employees on an equitable and rotating basis. It is agreed that the employee's position title, pay grade and the functional element to which the technician is assigned constitutes the group within which equity will be determined. It

is understood that overtime assignments, temporary duty, leave, continuity on jobs, or peculiar skill requirements may cause imbalance in the equitable distribution of overtime. As far as practicable, unscheduled overtime assignments will be assigned equally, on a rotational basis, within the work area. Nothing herein will restrict the Employer in assigning employees to specific overtime tasks requiring special skills or qualifications.

SECTION 5. Employees will be notified not less than 14 calendar days in advance upon changes in work scheduling. This shall apply to shift changes as well as working days or hours. Notice may be given by posting on bulletin boards so located that adequate notice is given to all employees. Employees on leave shall be notified individually by the most expedient means. The 14 calendar days notice will be provided; however it is understood that shift changes et al. may be made without such notice when it is determined that the employer would be seriously handicapped in carrying out its functions/missions or incur substantial cost increases.

SECTION 6. Group Dismissal or Closure of Activities: The guidance set forth in TPR 610.3 will be the controlling procedures in the event a group dismissal or closure is required.

## **ARTICLE VII DISCIPLINARY/ADVERSE ACTIONS**

SECTION 1. The Bargaining Unit and Employer agree that routine communication, including counseling on conduct issues between supervisors and employees, is essential to the development of respectful working relationships and accountable conduct. We agree it is in our mutual interest to resolve behavior problems through early identification of the problem to the employee, and to encourage a self-determined resolution whenever possible. We also recognize that a disciplinary/adverse action may be a necessary response to the conduct of a bargaining unit member when that conduct impairs performance, disrupts the working environment, or brings discredit to the organization. We agree the object of any disciplinary or adverse action must be to modify or discourage inappropriate conduct by emphasizing individual accountability. The value of disciplinary/adverse actions, when required, depends on developing an understanding and appreciation by the employee of the need to modify the problem behavior.

SECTION 2. An employee who is the subject of a proposed disciplinary or adverse action has the right to representation accorded in Title 5 U.S. Code, Subchapter 7114.

SECTION 3. Disciplinary/Adverse actions will be taken for those offenses committed under technician regulations and the procedures used will follow the guidance as described in NGB 752/NJDMAVA TPR 752.

## **ARTICLE VIII HOLIDAY PAY, PREMIUM PAY AND NIGHT DIFFERENTIAL**

SECTION 1. Employees will be entitled to Holiday Pay, Night Shift Differential and Premium Pay in accordance with applicable federal laws and regulations.

SECTION 2. General Schedule employees will be entitled to Night Shift Differential at the rate of 10% of the basic pay for any regularly scheduled work which falls between 1800 hours and 0600 hours.



SECTION 3. Employees, who work on a holiday will be entitled, in addition to their basic pay, pay at a rate equal to the rate of their basic pay, in accordance with current pay regulations.

SECTION 4. Employees earn Premium Pay for work or travel conducted on a holiday during normal duty hours (0730 – 1700). Work or Travel outside of those hours is compensatory time. An NGB 46-14 signed by the supervisor and the J1 (to certify availability of funds) and CofS TDY approval must accompany submission for premium pay.

SECTION 5. Night Shift Differential for wage grade employees will be paid at the rate of 7-1/2% when the majority of hours fall between 1500 hours and 2400 hours, or 10% between 2300 hours and 0800 hours.

SECTION 6. Article VIII is contingent upon existing or future Federal Pay Regulations.

## **ARTICLE IX            LABOR-MANAGEMENT MEETINGS**

SECTION 1. The parties agree to conduct Labor-Management meetings in the spirit of Executive Order 13522 and the Labor-Management Forum. The New Jersey Department of Military and Veterans Affairs and the American Federation of Government Employees Local 371 agree to build and maintain a cooperative working relationship to better accomplish the NJARNG mission. The parties are committed to a desire to improve the current conditions and solve problems. This will be accomplished through pre-decisional communications on items and issues related to personnel policy practices and matters affecting conditions of employment. The New Jersey Army National Guard Labor-Management Forum will be the action committee for policy implementation.

SECTION 2. The parties agree that the bargaining unit will be given the opportunity to be represented at any formal discussion between one or more representatives of the employer and one or more bargaining unit employees concerning any grievances, or any personnel policy or practice, or other general condition of employment.

SECTION 3. The parties further agree that bargaining unit employees will be given the opportunity to be represented at any examination of any bargaining unit employee in connection with an investigation, if the employee believes that the examination may result in adverse disciplinary action against the employee and the employee requests representation.

## **ARTICLE X            LEAVE AND EXCUSED ABSENCES**

SECTION 1. Leave will be administered in a uniform and equitable manner within the scope of applicable laws and regulations.

SECTION 2. TYPES of Leave:

- a. Annual Leave
- b. Sick Leave
- c. Funeral Leave
- d. Leave Without Pay
- e. Military Leave
- f. Court Leave

- g. Compensatory Leave
- h. Law Enforcement Leave
- i. Family Medical Leave
- j. Excused Absences (Voting)

SECTION 3. When Annual or Sick Leave has been advanced, and the technician is subsequently separated before the leave is earned, it will be recovered from any pay due or the technician is required to refund the amount due. Refund of Annual or Sick Leave is not required if the technician is separated due to death or disability retirement.

SECTION 4. A technician in a non-pay status will not earn leave.

## **ANNUAL LEAVE**

SECTION 1. Earning Rates: Technicians earn leave as prescribed in DOD Pay Manual 7000.14R and in TPR 630.

SECTION 2. Annual Leave which is earned during the leave (calendar) year shall be posted to the technician's leave account. Annual Leave, thus, credited is available for use at any time during the leave year. Annual Leave which is not used by a technician accumulates for use in succeeding years until it totals not more than 240 hours, except in those cases where authority is granted to exceed 240 hours.

SECTION 3. Whenever possible, annual leave may be scheduled so that technicians will be permitted at least two consecutive week's annual leave during each calendar year. The scheduling supervisor will make every reasonable effort to assist the technician in avoiding the loss of leave. The supervisor will endeavor to afford each technician leave at the time the technician considers convenient and desirable and in accordance with seniority. Seniority will only apply up to 30 days prior to the effective date of the scheduled leave. Previously approved leave will not normally be cancelled; however, there are exceptions: i.e. civil disturbance, state and/or national emergency or directed missions of the Employer. In cases where previously approved leave must be cancelled, management will make every effort to provide sufficient notice to affected technicians.

SECTION 4. Employer agrees to maintain a fair and equitable leave policy, without regard for seniority, for short periods of annual leave. Technicians are expected to submit requests for less than eighteen consecutive hours of annual leave reasonably in advance of the desired time. In no case will a technician be required to designate a specific period of annual leave more than 90 days in advance. A technician may cancel previously requested Annual Leave at any time. The Employer agrees to follow a liberal leave policy for all technicians in the Bargaining Unit with regard to holidays not designated as federal holidays.

SECTION 5. Annual Leave, if requested, of three days will be granted to technicians without prior request upon the death of an immediate relative. Technicians will notify their immediate supervisor of such an occurrence as soon as possible. Immediate relative is defined as spouse, and parents thereof; children, including adopted children, and spouses thereof; parents; brothers and sisters, and spouses thereof; and any individual relative by blood or affinity whose close association with the deceased was such as to have been equivalent of a family relationship.

SECTION 6. Where unforeseen emergencies arise requiring use of Annual Leave not previously approved, the employee must contact the supervisor within one hour of the start of

each duty day and request approval of the use of Annual Leave. Requests will be approved in good faith, on a case by case basis.

SECTION 7. In cases of non-emergency leave, leave will be granted contingent upon the mission.

## **SICK LEAVE**

SECTION 1. Earning Rates: Full-Time technicians earn Sick Leave at the rates prescribed in the DOD Pay Manual 7000.14R and NJDMAVA TPR 630.

SECTION 2. Sick Leave will not be used in the annual technician performance evaluation except in those cases where it would have an adverse effect on the mission.

SECTION 3. The granting of Sick Leave by the supervisor may be done orally or by medical certificate. A medical certificate may be required in accordance with the provisions of TPR 630.

SECTION 4. A technician suspected of an abuse of Sick Leave privileges may be required to submit a physician's certificate in substantiation of each absence due to claimed illness, regardless of duration. Adverse action for attendance related abuses may be applied provided the technician has received an Oral Warning/Admonishment, which must be documented on NGB Form 904-1 (Record of Employee Performance), and previously issued a letter of proposed adverse action. When a twelve-month period shall have elapsed following such reported absence without further incident, the matter shall be considered closed, and shall not be referred to again.

SECTION 5. Technicians may request an advancement of Sick Leave when it has been determined that the disability or illness will exceed his/her current accumulation. A maximum of 240 hours or 30 days may be advanced under these circumstances upon presentation of an appropriate medical certificate.

SECTION 6. A technician will, within one hour of the start of each duty day, notify the appropriate supervisor when unable to report to work because of an incapacitating illness or injury. In case of long term illness or injury, it is the responsibility of the technician concerned to inform the appropriate supervisor, at least weekly, of expected time of return to duty. Such notifications shall normally be telephonic.

SECTION 7. It is agreed that bargaining unit technicians desiring medical, dental or optical examination or treatment will make every effort to schedule such appointments before/after work or on non-work days. Sick Leave for this purpose must be requested by the technician and certified by the physician or practitioner on SF71.

## **FUNERAL LEAVE**

Technicians will be granted leave up to three (3) work days to make arrangements for a member of the immediate family who died as a result of wounds, disease, or injury incurred as a member of the armed forces while serving in a combat zone.

## **LEAVE WITHOUT PAY**

Leave Without Pay is defined as a temporary non-pay status and absence from duty, granted upon an employee's request. Leave Without Pay is not a matter of right but is a matter of administrative discretion. Request for LWOP should specify inclusive dates and reason for the request. Management should be reasonably assured that the employee will return. Reference TPR 630.

## **MILITARY LEAVE**

SECTION 1. Military Leave will be administered in accordance with TPR 630.9. An employee's leave account will be credited with (120) hours of Military Leave at the beginning of each fiscal year.

SECTION 2. An employee will be granted any Military Leave available to him/her whenever he/she is ordered to active duty or active duty for training. Employees may be provided the option of using other available leave first; i.e. Annual, Compensatory Leave or Leave Without Pay for the performance of such duty.

SECTION 3. Temporary employees are not entitled to Military Leave.

## **COURT LEAVE**

SECTION 1. Court Leave is defined as leave with pay for the purpose of performing jury duty, or for attending judicial proceedings as a witness on behalf of a state or local government.

SECTION 2. The Employer agrees, as an employee safeguard against the loss of leave or pay, that technicians will be placed on Court Leave for the performance of jury duty.

SECTION 3. Technicians who are excused or discharged from jury duty by the court for one day or part of one day, and if it does not cause a hardship, are expected to report to duty for that day or be charged Annual Leave, Leave Without Pay or Compensatory Leave for the time excused from jury duty. It shall be the technician's responsibility to have the court validate dates and times, to include daily release time, spent on jury duty. Validation may be submitted at the end of jury duty; however, the appropriate supervisor must be notified of leave status on the last day of each pay period.

SECTION 4. Technicians are permitted to accept all jury duty fees during the time they serve as jurors, but all fees so collected shall be forwarded to the USPF&O except those fees in excess of the amount of regular compensation due. Checks or money orders shall be made payable to the Treasurer of the United States.

SECTION 5. Technicians summoned or called as witnesses by NJDMAVA are considered to be on duty and, therefore, entitled to regular pay as distinguished from a leave status.

SECTION 6. Technicians summoned or called as witnesses in non-official status to testify on behalf of a State or local government are entitled to court leave.

SECTION 7. When a technician is summoned or called as a witness on behalf of a private party, his/her absence will be charged to Annual Leave or Leave Without Pay and he/she may accept all fees and expenses.

## **COMPENSATORY LEAVE**

SECTION 1. Compensatory Leave is that leave earned in excess of the normal bi-weekly workweek of 80 hours. IAW TPR 630, the technician will be responsible for obtaining a written document or statement from the controlling authority for compensatory time earned.

SECTION 2. Compensatory Leave is earned and granted on the basis of equal time off duty for actual additional time worked.

## **LAW ENFORCEMENT LEAVE**

SECTION 1. Law Enforcement Leave is authorized without loss or reduction of leave to which otherwise entitled for the purpose of providing aid to enforce the law - 5 USC 6323(b).

SECTION 2. As National Guard employees who, as members of a Reserve Component perform, for the purpose of providing military aid to enforce the law;

- a. Federal service under sections 331, 332, 333, 3500 or 8500 to Title 10 or other provisions of the law, as applicable or;
- b. Full-time military service for the State of New Jersey

SECTION 3. Each National Guard technician serving under a permanent or indefinite status appointment, who as a member of the National Guard or a Reserve Component of the Armed Forces, is entitled to Law Enforcement leave for not more than 22 workdays in a calendar year. Excused absence may not be granted for performing such duty. Under Law Enforcement Leave, employees are entitled to leave without loss of or reduction in pay, leave to which he/she otherwise is entitled, credit for time or service, or performance efficiency rating.

SECTION 4. Pay for military service for Law Enforcement Leave may not be less than the pay due an employee for their regular civilian pay for the same period of time. Military pay and allowances received (other than travel, transportation, or per diem allowance) shall be credited against the employee's civilian pay and, if less than the civilian pay, the employee shall be paid the difference. If military pay exceeds civilian pay, no civilian pay will be made nor will a refund of the excess be required.

## **FAMILY LEAVE**

SECTION 1. Under the Family Medical Leave Act, employees are allowed to use paid Sick Leave to take care of family members (children, spouse, parents, brothers, sisters, or others whose close association creates the equivalent of a family relationship) who have conditions for which an employee would qualify for Sick Leave themselves, if affected personally. Sick Leave also can be used to arrange or attend funerals for family members. Should there be any question concerning whether the family member's illness qualifies within the meaning of the regulation TPR 630, a medical certificate concerning the disease/illness must be provided to support the request for leave.

SECTION 2. The Family Medical Leave Act of 1993 provides employees with entitlements to unpaid leave within a twelve month period for the purpose of doing the indispensable business of caring for families. Under the FMLA an employee may elect to substitute Paid Leave (i.e. Annual Leave, Sick Leave or Compensatory Time off) for any leave without pay. The FMLA will be administered in accordance with TPR 630.

SECTION 3. Pregnant technicians may be granted Annual Leave, Sick Leave, Advanced Leave or Leave Without Pay under the Family Medical Leave Act to cover period of incapacitation. The technician will make known her intent to request leave for maternity reasons, including the type of leave, approximate dates and anticipated duration. This notification should take place not later than the sixth month of pregnancy. Accumulated Sick Leave or Annual Leave will normally be utilized prior to granting Leave Without Pay.

### **EXCUSED ABSENCES**

Technicians may be excused for a reasonable time to vote or register in Federal, State or municipal elections. IAW TPR 630, Chapter 12-3, b

### **CIVIC DUTIES**

When performing duties as a volunteer fireman or rescue squad member, excused absence will be granted for time involved during normal duty hours, plus reasonable travel time to duty station. The technician will be responsible for supplying a written document or statement from the Fire Chief or Emergency Squad Captain validating release time.

## **ARTICLE XI SENIORITY, PROMOTIONS, DEMOTIONS AND REDUCTIONS IN FORCE**

SECTION 1. The Employer agrees to observe job protection rights of the technicians who are demoted and shall in no case recommend the demotion of a technician except for such cases as will promote the efficiency of the service or as a result of Reduction in Force (RIF).

SECTION 2. The Employer agrees that permanent technicians, who are placed in a lower grade because of a RIF procedure or a position reclassification action, shall enjoy grade and pay retention according to the criteria in Title VII of the Civil Service Reform Act (PL 95-454). Employees who are reduced in-grade by reason of RIF or reclassification are entitled to a two (2) year saved grade with full entitlement to subsequent increases during the two (2) year period commencing on the effective date of such downgrading. Upon completing the two (2) year period described above, the employee is entitled to fifty percent (50%) of any subsequent increase, until the appropriate rate and step of the basic pay is reached for the lower grade.

SECTION 3. A technician may be considered for demotion into a vacant position at his/her own request.

SECTION 4. The Employer and the Bargaining Unit agree that seniority of employees will be considered within the meaning and intent of TPR 300 (335) and TPR 300 (351) in promotions and RIF.

SECTION 5. We, further, agree that consideration should be given to options such as reorganizations or realignments before implementing a RIF. The Adjutant General, in

conjunction with the Labor-Management Forum or other appropriate committees, should consider various workforce reduction options such as voluntary early retirements, employee buyouts, and voluntary placements between services, hiring freezes or other management actions available prior to involuntary separations through a RIF.

## **ARTICLE XII SAFETY, HEALTH, WELFARE AND EDUCATION**

SECTION 1. The Employer will continue to make every reasonable effort to provide and maintain safe working conditions for technicians. The Bargaining Unit 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 or her own safety and an obligation to know and observe safety rules and practices as a measure of protection. The Employer will welcome, at any time, suggestions that offer practical ways of improving safety conditions. In the event working conditions are considered unsafe, a technician will immediately notify management, who will immediately notify appropriate safety officials so that an evaluation will be made in a timely manner.

SECTION 2. The Employer will provide for emergency treatment for technicians in case of on-the-job accident or injury.

SECTION 3. If any technician feels that they are being directed to perform work under unsafe conditions, the technician will promptly report the matter to their supervisor, who will immediately initiate a safety evaluation of the assigned work.

SECTION 4. It is agreed that safety shoes, safety glasses, hearing protection, and other Personal Protective Equipment, when required, will be supplied to the technicians by the Employer, when authorized by appropriate rules and regulations. It is the technician's responsibility to report to work with and utilize required safety equipment.

SECTION 5. The Bargaining Unit will be granted representation on any organizational safety committee formed by the Employer. The Bargaining Unit will notify the Employer of its representative. The safety committee will meet at the call of its chairman as required, but not less frequently than quarterly. Excused absence will be authorized for attendance at safety committee meetings.

SECTION 6. A safety program will be established in accordance with National Guard Bureau directives, implementing Occupational Health and Safety Act requirements. Bargaining Unit participation will be included in developing the safety program.

SECTION 7. The Employer agrees to furnish an appropriate number of basic First Aid Equipment at each installation/facility where technicians are employed. The Employer will also provide basic First Aid Training for an appropriate number of technicians at each installation/facility as determined by the Safety and Occupational Health Office.

SECTION 8. The Employer and the Bargaining Unit will work together to provide an alcohol and drug free workplace for the safety and well-being of all employees.

## **HEALTH AND WELFARE**

SECTION 1. TPR 700 outlines and implements a Physical Fitness Training Program for Full Time Support (FTS) Personnel. The Bargaining Unit and the Employer will jointly support the program goals and encourage FTS Personnel to participate; thereby, promoting better health and physical fitness, increase individual productivity, decrease the use of Sick Leave and to prepare military technicians to successfully complete the Army Physical Fitness Test (APFT).

SECTION 2. The Employer agrees not to inhibit FTS participation IAW the rules and procedures outlined in TPR 700.

## **TECHNICIAN ASSISTANCE PROGRAM**

SECTION 1. The Employer and the Bargaining Unit recognize the importance of maintaining workforce morale and productivity. The Technician Assistance Program (TAP) outlined in TPR 792.2 was designed to protect and assist technicians in crisis.

SECTION 2. The Labor-Management Forum formed by the Employer and the Bargaining Unit agrees to take equal responsibility in assisting technicians to overcome their problems through the provisions of TPR 792.2 and the individual's Federal Employee Health Benefits.

## **EDUCATION**

SECTION 1. Educational requirements have become important factors for continued retention. The Labor-Management Forum agrees to encourage and promote educational goals for FTS employees in pursuit of higher education goals and degree programs.

SECTION 2. The Employer agrees to promote and provide opportunities for FTS personnel to receive Departmental educational counseling services and to facilitate the pursuit of degree studies for those programs which enhance the technician's abilities for retention or promotion.

## **ARTICLE XIII      GRIEVANCES**

SECTION 1. This grievance procedure provides for the processing of grievances concerning the interpretation or application of this negotiated agreement, and it will be the exclusive procedure for resolving such grievances.

SECTION 2. Grievance means any complaint:

- a. By any employee concerning any matter relating to the employment of the employee;
- b. By the Bargaining Unit concerning any matter relating to the employment of any employee; or
- c. By any employee, the Bargaining Unit or the Employer concerning:
  - (1) The effect or interpretation, or a claim of breach of a collective bargaining agreement; or
  - (2) Any claim violation, misinterpretation, or misapplication of any law, rule or regulation affecting conditions of employment.



SECTION 3. The purpose of this article is to provide a mutually acceptable method for the prompt and equitable settlement of grievances which fall within the coverage of this article, and shall be the exclusive procedure to be used by the bargaining unit employees.

SECTION 4. A technician or group of technicians may present such grievances to the Employer and have them adjusted without the intervention of the Bargaining Unit, provided the Employer has given the Union an opportunity to be present at the adjustment of the grievance at any level and further provided that the adjustment is not inconsistent with the terms of this agreement.

SECTION 5. Disputes between parties hereto, as to what is grievable and/or arbitrable, shall be submitted to arbitration.

SECTION 6. Grievances on matters other than the interpretation or application of this agreement may be presented under any other procedures available for this purpose.

SECTION 7. This negotiated procedure will be the exclusive procedure to be used by the parties in resolving grievances that fall within its coverage except that the following matters are specifically excluded from the application of this procedure:

a. Any claim violation, misinterpretation of misapplication or any complaint concerning:

- (1) Prohibited political activities. (PL 95-454), TPR 734.1
- (2) Retirement, Life Insurance, Health Insurance. (PL 95-454)
- (3) Suspension or removal for security reasons. (PL 95-454)
- (4) Any examination, certification or appointment. (PL 95-454)
- (5) Classification of any position which does not result in reduction of grade or pay. (PL 95-454)
- (6) Separation from a technician position as a result of loss of National Guard membership or loss of the military grade (Officer, Warrant Officer, and Enlisted) specified for his/her position. (PL 90-486)
- (7) Separation from a technician position for cause. (PL 90-486)
- (8) Adverse actions involving discharge from employment, suspension, furlough without pay or reduction in rank or compensation. (PL 90-486)
- (9) Reduction in Force. (PL 90-486)
- (10) Any matter for which a statutory special procedure exists.
- (11) Any matter relating to military personnel, activities or operation.
- (12) Non-receipt of incentive awards.

SECTION 8.

a. Any employee member of the exclusive bargaining unit will orally present and discuss his/her complaint with his/her supervisor on an informal basis. The supervisor will give his/her answer within three (3) working days.

b. Should the grievance not be settled informally, then the grievant may formally present his/her grievance, in writing, using the Negotiated Complaint Form for resolution in each of the following steps:

STEP 1. The written grievance will be submitted to the appropriate supervisor shown herein within fifteen (15) working days from the date or act, which is the subject of the grievance, occurred. The appropriate supervisor shall hear the grievance and respond, in writing, within five (5) working days of receipt of the grievance.

<u>ACTIVITY</u>	<u>SUPERVISOR</u>
CSMS A/B	General Foreman
FMS	Maintenance Manager
AVIATION	AASF Commander
UNIT FTS	AO, Major Command HQs
USP&FO	Functional Area Supervisor
UTES	General Foreman
NJDMAVA	Functional Area Manager

STEP 2. If the grievant is not satisfied with the Step 1, disposition of the grievance, he/she may appeal to the Step 2 supervisor listed herein within fifteen (15) working days. The appeal will be accompanied by the written decision made at the preceding step. The supervisor concerned will hear the grievance and respond, in writing, within fifteen (15) working days of receipt of the appeal.

<u>ACTIVITY</u>	<u>SUPERVISOR</u>
CSMS A/B	SMM
FMS	SMM
AVIATION	SAAO
UNIT FTS	AO, Major Command HQs
USP&FO	USP&FO
UTES	SMM
NJDMAVA	Chief of Staff

STEP 3. If the grievant is not satisfied with the Step 2 disposition, then the grievance is forwarded to the J1-HRO-Labor Relations Specialist (LRS) who will convene an "ADR Intervention Team" (Alternative Dispute Resolution) within fifteen (15) working days. An intervention team will be selected, from a pool of eligible ADR trained management and bargaining unit personnel when required, by the LRS and bargaining units President. The team will consist of individuals capable of being perceived by the parties to the grievance as able to deal fairly with the issues. The ADR Intervention Team will provide assistance to the parties using a multiple step mediation to defuse emotions, separate the people from the problem, clarify issues and facts, and facilitate a problem-solving process to reach an acceptable agreement between the parties. If the parties reach a consensus agreement resolving the complaint, no other action is required. If an agreement is not reached at the conclusion of the intervention process, the ADR Intervention Team will submit a report of issues, fact-finding conclusions, and recommendations to the Adjutant General for processing to Step 4 within fifteen (15) working days.

STEP 4. If the grievant is not satisfied with the Step 3 disposition of the appeal, he/she may then appeal to the Adjutant General or his/her designee, who is not a member of the Intervention Team. The appeal shall be accompanied by the written decisions made at the previous steps. The Adjutant General or his/her designated representative shall meet the aggrieved technician(s) and the designated representative, if any, to resolve the matter to the satisfaction of all concerned. The Adjutant General shall render a decision in writing within ten (10) working days from the receipt of the appeal.

STEP 5. If the grievance is not satisfactorily settled at Step 4, then either the Employer or the Bargaining Unit may invoke arbitration within twenty-one (21) days of the decision in Step 4.

**NOTE:** If the parties mutually agree that the subject of the grievance cannot be effectively resolved at Steps 1 or 2, the grievance may be moved directly to Step 3. The ADR Intervention Team may, at their discretion, elevate the grievance directly to the Adjutant General.

SECTION 9. Within seven (7) working days from the receipt of the arbitration demand, the Bargaining Unit and the Employer shall meet to select an arbitrator to hear and determine the grievance. If no agreement can be reached, either party may request the Federal Mediation and Conciliation Service to designate an arbitrator in accordance with its pertaining rules. If no selection can be made from a panel submitted to the parties by the Service, then an arbitrator shall be selected by each party alternately striking one name from the panel submitted until there is one remaining. The remaining name will serve as the arbitrator. If for any reason the Employer or the Union refuses to participate in the selection of an arbitrator, the Bargaining Unit or the Employer, as appropriate, may then choose any person from the Federal Mediation and Conciliation Service roster to be the duty selection arbitrator.

SECTION 10. The arbitration hearing shall normally be held during the regular day shift work hours of the basic work week of the grievant. Participants in the hearing shall be on official time.

SECTION 11. The arbitrator will hold a hearing at a time and place convenient to the parties within thirty (30) days of his/her acceptance to act as arbitrator and shall issue his/her decision within thirty (30) days of the close of the hearing. The arbitrator shall not have the power to add to, or subtract from or modify the provisions of this agreement or pertinent federal statutes, or to determine any dispute involving the exercise of any management function as set forth in Article IV, Management Rights, or Section 3 of this Article. He/she shall confine himself/herself only to the issue(s) submitted for arbitration when rendering a decision. The decision of the arbitrator shall be binding consistent with applicable federal statutes, the terms of this agreement and the rules of the FLRA.

SECTION 12. The costs of the arbitrator's fees and any necessary per diem and travel expenses of the arbitrator shall be shared equally by the parties, except that the arbitrator's travel and per diem, when paid by the agency, shall not exceed the maximum rate payable to Department of Defense employees under Volume 11 Joint Travel Regulations. All other expenses incident to arbitration shall be borne by the party who incurs them unless otherwise mutually agreed upon. Any party desiring a stenographic transcript of the hearing shall bear the entire cost thereof unless the other party shall also order a copy of the said minutes, in which case the cost thereof shall be shared.

SECTION 13. The arbitrator will be required by the parties to render his/her award as quickly as possible, but in any event, not later than thirty (30) days after the conclusion of the hearing unless the parties agree otherwise.

SECTION 14. No issue for which the Adjutant General has final authority, as provided in the "National Guard Technicians Act of 1968" (32 USC 7899e), may be referred to arbitration.

SECTION 15. Either party may file exception to an arbitrator's award with the Federal Labor Relations Authority under the regulations prescribed by the Authority.

SECTION 16. A technician or group of technicians in presenting a grievance will:

- a. Be assured freedom from restraint, interference, coercion, discrimination, or reprisal by either party to this agreement and/or their agents.
- b. Be granted a reasonable amount of official time in which to prepare and present the grievance if they are otherwise in an active duty status.

SECTION 17. A technician of the NJARNG designated by the Bargaining Unit as the representative of another NJARNG technician in the formal presentation of a grievance will:

- a. Be assured freedom from restraint, interference, coercion, discrimination, or reprisal by either party to this agreement and/or their agents.
- b. Be granted a reasonable amount of official time in which to prepare and present the grievance if they are otherwise in an active duty status.

SECTION 18. Nothing in this negotiated procedure will be construed to deprive any individual of his/her rights to representation provided for in Public Law 95-454.

SECTION 19. Time limits established herein may be extended by mutual agreement of the parties.

#### **ARTICLE XIV MISCELLANEOUS**

SECTION 1. The Employer agrees that there will be conducted on each operational site an in-service training program that will include a review of each technician's job description, at least once annually.

SECTION 2. Technicians will maintain their working area in a neat, orderly manner. Maintenance of common use areas will be performed by personnel of the function in whose area the facility is located.

SECTION 3. The Employer will assure that all levels of supervision receive a full orientation on the provisions of this agreement.

SECTION 4. A technician, while traveling on official business away from his/her designated post of duty, shall be paid the per diem allowance, mileage and related allowances as in the amounts authorized in Joint Travel Regulations.

SECTION 5. The Employer agrees that technicians will be assigned work appropriate to their job description; the mission of the Employer being duly considered. Neither the listing of duties in a position description nor the inclusion or omission of a statement regarding the performance or other duties affects the authority of an agency to assign duties to a technician; however, such assignment will be reasonably related to the technician's position and qualifications.

a. A detail is an official personnel action temporarily assigning a technician to a different position for a specified period of time with the technician returning to his/her regular assignment at the conclusion of the detail. The parties hereto agree that details may be used to meet temporary needs of the Employer in emergencies occasioned by abnormal and/or unusual workloads, changes in mission, reorganization, unanticipated absences, delays in classification or reclassification of newly developed positions and other temporary mission requirements not within the control of the Employer. A detail will cause no change in a technician's status, and he/she will return to his/her regular assignment at the end of the detail. A technician will not normally be detailed to perform duties of a higher grade position for more than thirty (30) days. Details will be rotated among qualified technicians insofar as practicable. It is agreed that all details in excess of a duty day in any basic workweek will be in writing.

b. Where a requirement exists to fill a higher grade job for a period of more than thirty (30) days, but less than one hundred-twenty (120) days, a lower grade technician may be temporarily promoted without competition. Any temporary promotion to be made or extended for more than one hundred-twenty (120) days will be made under the competitive procedures outlined in the NJDMAVA Merit Promotion Plan. When a higher position is expected to be vacant for thirty (30) days or more, the Employer agrees that normally he/she will not assign technicians for less than the thirty (30) day period.

SECTION 6. Environmental Differential Pay (EDP) and Hazardous Duty Pay (HDP) will be authorized in accordance with NJDMAVA TPR 532.8.

SECTION 7. The Employer agrees to furnish the Bargaining Unit, upon request, with a copy of the job description of each job position authorized.

#### SECTION 8.

a. A technician who feels his/her position description is improperly written or classified may consult his/her supervisor for clarification. In the event the technician disagrees with the supervisor, he/she may appeal through their supervisory chain to the J1-HRO for review. As a minimum, the supervisor will discuss the position description with the technician during the annual review of same.

b. Position descriptions requiring minor amendments may be approved by the J1-HRO.

c. Position descriptions requiring major amendments will be forwarded to the NGB for review and appropriate action.

d. Technicians who do not agree with the grade assigned to the position description may file a classification appeal at any time. Assistance in filing classification appeals may be obtained from the J1-HRO.

#### SECTION 9.

a. The Employer will, as the need arises, identify areas of skill in which scarcities exist. Selection for training will be made after the training opportunity has been duly publicized and interested technicians have had time to apply. Selections for training will be reviewed by the J1-HRO. Selecting officials will maintain a record of the reasons for their selection. Training may be restricted due to budgetary limitations or student quotas, and will be conducted in the best interest of the New Jersey National Guard and its technicians.

b. Supervisors and managers will provide counseling to technicians, upon request, in order to review qualifications for positions in which the technician is interested.

c. When changes of function, organization, and mission adversely affect the work force, it will be the responsibility of the Employer to plan for maximum retraining of affected technicians at the earliest possible time.

SECTION 10. The Employer and the Bargaining Unit agrees to notify the other of a technician's death at the earliest possible time.

SECTION 11. In order to eliminate conflicts in supervisory jurisdiction, technicians will be directed through their supervisory chain.

SECTION 12. The Employer agrees to use the procedure prescribed in the Defense Civilian Pay System (DCPS) as the official procedure for processing time and attendance cards for technicians.

SECTION 13.

a. The Employer agrees to print this agreement and distribute copies to all technicians covered by same.

b. All newly hired technicians covered by this agreement will be given a copy during their J1-HRO in-briefing.

c. The Employer will ensure that all levels of supervision receive a full orientation on the provisions of this agreement. The Bargaining Unit will be afforded the opportunity to have designated officers and stewards present. The parties agree to meet, after distribution of the agreement, for the purpose of scheduling orientation dates.

SECTION 14. The parties agree that any past practices, excluding all articles and matters of this agreement, will not be changed, modified or terminated without providing the Bargaining Unit with the opportunity to negotiate impact and implementation.

SECTION 15. Tobacco use policy development will be a cooperative effort between labor and management at each facility. Neither a dictatorial approach, rigidly limiting smoking times; nor a cavalier attitude, allowing unreasonable amounts of time away from the work site, are appropriate. All public laws and policies will be enforced.

**ARTICLE XV                      OFFICIAL TIME**

SECTION 1. The Bargaining Unit agrees that activities performed by technicians relating to internal business of the Bargaining Unit shall be performed in a non-duty status.

SECTION 2. The Employer agrees that Bargaining Unit officials have the responsibility for carrying out representational functions other than those listed in 5 U.S. Code Subchapter 7131, as such, are entitled to official time for discharging such responsibilities, provided the official time is necessary, reasonable and in the public interest. A bank of one hour official time per pay period, per authorized Bargaining Unit official, shall be authorized for representation functions.

a. The President of AFGE Local 371 will be empowered and encumbered with the responsibility of managing official time and to ensure its judicious and legal use. The President will guard against illegal and frivolous use off such time. Distribution and use of subject time will be the responsibility of the Bargaining Unit. The time shall be advanced on a quarterly basis, but shall not be cumulative beyond each quarter.

b. Bargaining Unit representatives desiring to use official time will request such use from their immediate supervisor not later than seventy-two (72) hours in advance of the time they desire to use the time, except in cases of bona fide emergencies or essential mission requirements. Supervisors will not normally deny such requests except when the mission requirements mandate denial.

c. Supervisors will maintain records of the use of official time and submit a bi-weekly report to the Labor Relations Specialist at the J1-HRO.

SECTION 3. Official Time for representational purposes, other than negotiating or renegotiating a contract, will be requested and approved on a Standard Form 71. The Bargaining Unit will provide the J1-HRO-LRS with a bi-weekly report at the end of each pay period, to include the name, date and amount of official time utilized within the bargaining unit. Supervisors will record all Official Time use on the official time and attendance records with the following codes: BA - Negotiations; BD - Labor Management Meetings, KB = Representational Duties.

## **ARTICLE XVI                      TERM OF AGREEMENT**

SECTION 1. This Agreement will become effective upon ratification by AFGE Local 371 and 2d District, and approved by the Department of Defense Civilian Personnel Management Service. It will remain effective and in full force for four years from the date of such approval. During this term, either party may, by written notice to the other party at any time after this agreement has been in effect for twelve months, express a desire to negotiate proposed amendments to the existing agreement. The substance of such proposals will be included in the written notice. Amendments must be approved by the Department of Defense Civilian Personnel Management Service.

SECTION 2. Where a timely and valid challenge is filed not more than ninety (90) and not less than sixty (60) days prior to the terminal date of this agreement and either of the parties hereto has requested renegotiating, the activity may agree in writing to extend this agreement for such period beyond the termination date hereof during which the challenge remains unresolved and for an additional ninety (90) day renegotiating period following the date of receipt of notice by activity of final disposition of the challenge if favorable to the Bargaining Unit. No substantive changes to this agreement will be negotiated while disposition of a timely challenge is pending.

SECTION 3. This agreement will terminate at any time it is determined that the Bargaining Unit is no longer entitled to exclusive recognition, pursuant to PL 95-454.

## GLOSSARY

**ARBITRATION** - Method of settling employment disputes, including grievance disputes through recourse to a third party whose decision is final and binding.

**BARGAINING UNIT** - Group of employees recognized by the employer designated by an authorized agency as appropriate for representation by a labor organization for the purpose of collective negotiations.

**COMPENSATORY TIME** - Compensatory Leave is that leave earned in excess of the normal bi-weekly workweek of 80 hours.

**FEDERAL LABOR RELATIONS AUTHORITY** - An appointed body of three members that makes determinations on appropriate bargaining units' unfair labor practice complaints, including allegations of bad faith dealings and resolves exceptions to arbitrator's awards.

**FEDERAL MEDIATION AND CONCILIATION SERVICE** - An independent Federal agency which provides mediators to assist the parties involved in negotiations, or in a labor dispute, in reaching a settlement. Provides list of suitable arbitrators on request, and engages in various types of "Preventive Mediation".

**GRIEVANCE** - Any complaint or expressed dissatisfaction by an employee against an action by management in connection with his/her job, pay, or other aspects of his/her employment not prohibited by US Code Title 32 Section 709 (f).

**INTERNAL UNION BUSINESS** - Anything that deals with the administrative workings of the Union to include, but not limited to such things as meetings, elections and training, or any other business not associated with representational duties.

**LUNCH PERIOD** - A specific period of time generally used to consume a meal.

**MAJORITY OF HOURS** - Majority of Hours is defined as five or more hours.

**NORMALLY** - Conforming to a common or typical standard.

**OFFICIAL TIME** - Duty time spent by employees of an agency acting on behalf of the exclusive representative to perform representational duties for which the employee receives the normal rate of pay from the employer.

**LABOR-MANAGEMENT FORUMS** - A joint committee consisting of representatives of NJDMAVA and AFGE Local 371 established for the purpose of building and maintaining a cooperative working relationship to better accomplish the NJDMAVA mission.

**PAST PRACTICE** - Existing practices sanctioned by use and acceptance that are not specifically included in the collective bargaining agreement, except perhaps, by general reference to their continuance.

**REGULARLY SCHEDULED HOURS** - Regularly scheduled hours is defined as those hours scheduled at least two weeks in advance and covering a period of not less than one (1) basic work week.



**SICK LEAVE** - Leave used for, but not limited to contagious disease, or contagious in a technician's family; dental, optical or medical examination or treatment; or as prescribed in the Family Friendly Leave Act.

**SUPERVISOR** - An individual employed by an agency having authority to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove unit employees, adjust their grievances, or to effectively recommend such action.

**UNREASONABLE** - A decision or action not governed by rational grounds or proper motives, or adhering to good judgment or consistent practices.

**OVERTIME** - The term overtime is used to define those hours of work that exceed the bi-weekly work week of eighty (80) hours. It is understood that hours of work in excess of the bi-weekly eighty (80) hours will be applied in the form of compensatory time.

**NEGOTIATED AGREEMENT COMPLAINT FORM - NJDMAVA AND AFGE LOCAL 371**

NAME OF EMPLOYEE \_\_\_\_\_

JOB TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

WORK LOCATION \_\_\_\_\_ DUTY PHONE \_\_\_\_\_

NATURE OF COMPLAINT \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RECOMMENDED RESOLUTION \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

WAS AN ATTEMPT MADE TO RESOLVE THIS COMPLAINT INFORMALLY, AT THE LOWEST LEVEL?

YES       NO

DATE \_\_\_\_\_

GRIEVANT SIGNATURE \_\_\_\_\_

1ST LINE SUPERVISOR SIGNATURE \_\_\_\_\_

**STEP 1** - This written complaint must be submitted to the appropriate supervisor within fifteen (15) working days. The supervisor shall hear the grievance and respond in writing within five (5) working days.

ACTIVITY \_\_\_\_\_ SUPERVISOR \_\_\_\_\_

DATE RECEIVED \_\_\_\_\_ DATE RETURNED \_\_\_\_\_

**STEP 2** - If the complaint is not satisfied, the grievant has five (5) working days from the date returned to appeal to the Step 2 Supervisor. The Step 2 Supervisor shall hear the grievance and review the Step 1 decision. He/she will respond within fifteen (15) working days of the receipt of the appeal.

ACTIVITY \_\_\_\_\_ SUPERVISOR \_\_\_\_\_

DATE RECEIVED \_\_\_\_\_ DATE RETURNED \_\_\_\_\_

**STEP 3** - If the Step 2 process is not successful, the grievance can be forwarded to the Partnership Council Intervention Team within fifteen (15) working days.

INTERVENTION TEAM DATE RECEIVED \_\_\_\_\_

INTERVENTION TEAM DATE RETURNED \_\_\_\_\_

**STEP 4** - If the grievant is not satisfied with the Intervention Team process, he/she must request in writing to elevate the dispute to The Adjutant General within fifteen (15) working days. The Adjutant General shall render a decision within ten (10) working days.

DATE RECEIVED \_\_\_\_\_ DATE RETURNED \_\_\_\_\_

**STEP 5** - ARBITRATION

If the Step 4 process fails, the Union Management may request arbitration within twenty-one (21) days of the Step 4 decision.

**NOTE:** Each written response will be forwarded with the original grievance to the next level of resolution. Time frame adjustments may be made at any level with the written agreement of both parties.