



Association of
Civilian Technicians

Duty. . . Dedication. . . Dignity

AGREEMENT

BETWEEN

**THE ADJUTANT GENERAL
Of
RHODE ISLAND**

And

**THE RHODE ISLAND CHAPTER (RIACT)
Of
THE ASSOCIATION OF CIVILIAN TECHNICIANS, INC
2015-2018**

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Table of Contents

	<u>Page</u>
Article I – General Provisions	1
Section 1-1 Parties To the Agreement	1
Section 1-2 References	1
Section 1-3 Purpose	1
Section 1-4 General Responsibilities	1
Section 1-5 Exclusive Representation	1
Section 1-6 Contract Design and Production	2
Section 1-7 Contract Distribution	2
Section 1-8 Definitions	2
Section 1-9 Recognition and Unit Designation	3
Section 1-10 New Contract Review	3
Article II – Labor-Management Relations	3
Section 2-1 Purpose	3
Section 2-2 Contract Administration	3
Section 2-3 Management’s Rights	4
Section 2-4 Rights of Employees and Association	4
Section 2-5 Membership	4
Section 2-6 Representation	4
Article III – Union Privileges and Responsibilities	5
Section 3-1 Office Space	5
Section 3-2 Office Equipment and Telephone Use	5
Section 3-3 Display of Information	5
Article IV – Official Time	5
Section 4-1 Excused Absence	5
Section 4-2 Wear of Uniform by Officers and Stewards	6
Section 4-3 Wear of Uniform by Bargaining Unit members	7
Section 4-4 Changing Into and Out of Uniform	7
Section 4-5 Conduct of Meetings	7
Article V – Hours of Work	7
Section 5-1 Workweek Definition	7
Section 5-2 Call Back	8
Section 5-3 Overtime	8
Section 5-4 Cleanup	8
Article VI – Leave	8
Section 6-1 Administration	8
Section 6-2 Use of Annual Leave	9
Section 6-3 Scheduling Leave	9
Section 6-4 Leave Scheduling Conflicts	9
Section 6-5 Approval of Leave	9
Section 6-6 Sick Leave	9
Section 6-7 Sick Leave for Medical Appointment	9
Section 6-8 Medical Certificates	9
Section 6-9 Compensatory Time Off	9
Section 6-10 Leave Without Pay	9
Section 6-11 Excused Absences for Physical Examinations	10
Section 6-12 Excused Absence	10
Section 6-13 Community Volunteer Emergency Service	10

Article VII – Health and Safety		10
Section 7-1	Mutual Responsibility	10
Section 7-2	Safe and Healthy Work Conditions	10
Section 7-3	Employee Responsibilities	11
Section 7-4	Safety Precautions, Inspections and Accident Investigations	11
Section 7-5	Lunch Areas	11
Section 7-6	Emergency Treatment	11
Section 7-7	Surveys	11
Section 7-8	Injury Reporting and Treatment	11
Section 7-9	Medical Surveillance Program	11
Section 7-10	Two Person Coverage	12
Section 7-11	OSHA Compliance	12
Section 7-12	Hazardous Work Conditions	12
Section 7-13	Safety and Environmental Equipment	12
Section 7-14	Employee Discretion	12
Section 7-15	Meeting Participation	12
Section 7-16	Federal Employees Compensation Act	12
Section 7-17	Hazardous Material and Communications Training	12
Section 7-18	Work During Adverse Weather Conditions	12
Section 7-19	Video Recording Devices	14
Article VIII – Equal Employment Opportunity		14
Section 8-1	Statement of Intent	14
Section 8-2	Equal Employment Opportunity Committee	14
Section 8-3	Committee Appointments	14
Section 8-4	Committee Charter	14
Section 8-5	Appointment of EEO Counselors	14
Section 8-6	EEO Committee Membership Selection	14
Section 8-7	EEO Committee Information	15
Article IX – Reduction in Force		15
Section 9-1	General	15
Section 9-2	Procedures	15
Section 9-3	Establishment of Retention Registers	15
Article X – Grievance Procedure		15
Section 10-1	Purpose	15
Section 10-2	Policy	15
Section 10-3	Definition	16
Section 10-4	Exclusions	16
Section 10-5	Time Limits	17
Section 10-6	Procedures – Individual Grievance	17
Section 10-7	Procedures – Association	17
Section 10-8	Extensions	18
Section 10-9	Filing a Grievance	18
Section 10-10	Witness	19
Section 10-11	Settlement	19
Section 10-12	Group Grievance Filing	19
Section 10-13	Unnecessary Grievance	19
Section 10-14	Employer Grievances	19
Article XI – Detail of Employees		19
Section 11-1	Definition	19
Section 11-2	Union Notification	20
Section 11-3	Limitations	20
Section 11-4	Promotion Potential	20
Article XII – New Employee Orientation		20
Section 12-1	In-brief	20
Section 12-2	Checklist	20
Section 12-3	Retiring Technicians	20

Article XIII – Travel		20
Section 13-1	Travel and Per Diem Payment	20
Section 13-2	Travel Orders	20
Section 13-3	Per Diem Rates	21
Section 13-4	Quarters for Technicians on TDY	21
Section 13-5	Advance Notice	21
Article XIV – General		21
Section 14-1	Lists of Unit Employees	21
Section 14-2	Seniority List	21
Section 14-3	Technician Bulletin	21
Section 14-4	Examination of OPF	21
Section 14-5	Other Duties as Assigned	21
Article XV – Training		22
Section 15-1	Additional Training	22
Section 15-2	Employer Responsibility	22
Section 15-3	Documentation of Formal Training	22
Section 15-4	Training Opportunities	22
Section 15-5	Training for Retention	22
Article XVI – Arbitration		23
Section 16-1	Failure to Settle Grievance	23
Section 16-2	Arbitration Selection	23
Section 16-3	Submission of Question	23
Section 16-4	Non-Grievable Issues	23
Section 16-5	Filing with the FLRA	23
Section 16-6	Limitations	23
Section 16-7	Fees	23
Article XVII – Hazardous Duty and Environmental Differential Pay		24
Section 17-1	Introduction	24
Section 17-2	Administration	24
Section 17-3	Committee	24
Section 17-4	Coverage	24
Section 17-5	Changes or Deletion	24
Section 17-6	Recommendation to the Committee	24
Article XVIII – Dues Withholding Privileges		25
Section 18-1	Purpose	25
Section 18-2	Eligibility	25
Section 18-3	Association Responsibilities	25
Section 18-4	Employer Responsibilities	25
Section 18-5	Processing of Allotments and Revocations	26
Article XIX – Discipline		27
Section 19-1	General	27
Section 19-2	Representation	27
Article XX – Work Uniforms and Protective Clothing		28
Section 20-1	Work Uniforms	28
Section 20-2	Cleaning of Uniforms	28
Article XXI – Duration and Changes		28
Section 21-1	Procedures	28
Section 21-2	New Agreement	28
Section 21-3	Amendments or Supplements	29
Section 21-4	Memorandum of understanding	29
Article XXII – Labor Management Cooperation		29
Section 22-1	Meeting Procedures	29
Section 22-2	Definition of Consultation	30
Section 22-3	Scope of Negotiations	30
Section 22-4	Negotiations Outside Management Rights	30
Section 22-5	Morale	30

Section	22-6	Representational Duties-----	30
Section	22-7	Grievance Procedure-----	30
Section	22-8	Impact and Implementation Bargaining -----	30
Article XXIII – Standby/On-Call Status-----			31
Section	23-1	Standby (Pay Status)-----	31
Section	23-2	On Call (Non-Pay Status)-----	31
Section	23-3	Time Deductions -----	31
Article XXIV – Incentive Awards/Suggestions Program-----			32
Section	24-1	Purpose -----	32
Certification of Agreement-----			33
Negotiated Grievance Form -----			34

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NEGOTIATED AGREEMENT

ARTICLE I

GENERAL PROVISIONS

SECTION 1-1 PARTIES TO THE AGREEMENT:

This Agreement is made under the provisions of 5 US Code, Sec 7101, Chapter 71, by and between The Adjutant General of Rhode Island, hereinafter referred to as the "Employer" and the Rhode Island Chapter Association of Civilian Technicians, Inc., (RIACT), hereinafter referred to as the "Association". Throughout this agreement the parties have agreed that the word "he" is intended to include both masculine and feminine genders.

SECTION 1-2 REFERENCES:

All governing regulations and references for federal technicians can be found:

- a. National Guard Bureau Technician Personnel Regulations:
<http://www.ngbpdcc.ngb.army.mil/pubs/TPR/tprpage.htm>
- b. Office of Personnel Management: <https://www.opm.gov/>
- c. Code of Federal Regulations: <http://www.ecfr.gov>

SECTION 1-3 PURPOSE:

The intent and purpose of this Agreement is to promote and improve the effectiveness and efficiency of the Rhode Island National Guard and its technicians, (employees) within the meaning of 5 US Code, Sec 7101, Chapter 71. The parties hereto concur that this can best be accomplished by means of amicable discussion, by adjustment of matters of mutual interest, and through the establishment of basic understandings relative to personnel policies, practices and procedures, and matters affecting other conditions of employment as set forth herein.

SECTION 1-4 GENERAL RESPONSIBILITIES:

The parties hereto assume responsibility for eliminating all practices which hinder efficient operation and affirm that they will cooperate in all efforts to insure a full day's work on the part of all employees in the Rhode Island National Guard Technician Program; to actively combat absenteeism, carelessness, poor performance, and waste of materials and supplies; to encourage the submission of constructive work improvement and cost reduction ideas; to promote safety to insure the well-being of all employees; and to exert concerted efforts to strengthen good relations between the "Employer" and the "Employees."

Wherever language in this Agreement refers to specific duties or responsibilities of specific employees or management officials, it is intended only to provide a guide as to how a situation may be handled. It is agreed that the Employer retains the sole discretion to assign work and to determine who will perform the function discussed.

SECTION 1-5 EXCLUSIVE REPRESENTATION:

The Rhode Island Chapter of the Association of Civilian Technicians (RIACT) is the exclusive representative for all Wage Grade (WG) and General Schedule (GS) Employees employed by the Rhode Island National Guard, with the exception of management officials, supervisors, professional employees and other employees described in 5 USC, Section 7112 (b)(2),(3),(4),(5),(6),and (7).

SECTION 1-6 CONTRACT DESIGN AND PRODUCTION:

The Employer will make this agreement available electronically immediately upon approval. In addition, the Employer agrees to provide a copy of this agreement for each bargaining unit member approximately 30 days after approval. The parties understand that extenuating circumstances may affect the preparation of printed copies.

SECTION 1-7 CONTRACT DISTRIBUTION:

a. The Agency agrees to distribute the final contract to every Bargaining Unit Employee and supervisor, without cost to the employee or the Association, within 30 days following receipt of the printed copies.

b. The Association will be offered the opportunity to distribute the contract to each new employee at the time of in processing. The association will be informed by telephone at least four (4) days prior to in-processing. If a RIACT representative is unavailable during in processing, the Agency will ensure that the new employee receives the contract.

SECTION 1-8 DEFINITIONS:

a. Adverse Action – An Adverse Action is defined as an action that may result in a suspension without pay, a reduction to a lower grade, or removal from technician employment.

b. Agency – The Rhode Island National Guard (as pertains to this contract)

c. Confidential Employee – An employee who acts in a confidential capacity with respect to an individual who formulates or effectuates management policies in the field of labor-management relations.

d. Disciplinary Action – Disciplinary Action is defined as a Letter of Reprimand without an Adverse Action attached to it.

e. HRO – Human Resources Office. The designee of the Adjutant General assigned the responsibility to administer the Agency full-time support program.

f. Union – Rhode Island Association of Civilian Technicians. A labor organization as defined as 5 USC, Chapter 71, Section 7103 (a)(4). (Referred to as the “Association”)

g. Representative – An individual representing a labor organization.

h. Chapter Union Official – Chapter bargaining unit representative or an elected or appointed Association member.

i. Union Member – Members of the bargaining unit that pay union dues.

j. National Union Official – National Association of Civilian Technicians (ACT) officer or National Field Representative.

k. Steward – An elected or appointed Association member who represents the interests of the Association and members covered by the bargaining unit at various work sites.

l. Management – An individual employed by an Agency in a position the duties and responsibilities of which require or authorize the individual to formulate, determine, or influence the policies of the Agency.

m. Supervisor – An individual employed by an Agency having authority in the interest of the Agency to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove employees, to adjust their grievances or to effectively recommend such action, if the exercise of the authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgment.

n. Negotiate – Negotiate means to confer so as to come to terms or reach an agreement.

o. Promotion – The movement of an employee, while serving continuously within the same agency, to a position at a higher grade level within the same job classification system and pay schedule, or to a position with a higher rate of basic pay in a different job classification system and pay schedule.

p. Uncommon – An action or event that is outside normal operations consisting of extenuating circumstances beyond the immediate control of the employer. Uncommon missions or requirements usually arise on relatively short notice as directed by the Agency.

q. Exclusive Representative – Means any labor organization certified as the exclusive representative of employees in an appropriate unit.

r. Conditions of Employment – Means personnel policies, practices, and matters, whether established by rule, regulation, or otherwise, affecting working conditions, unless specifically excluded by the Statute, 5 USC Section 7103(a)(14).

s. Employees and/or Unit Employees – All provisions in this agreement that refer to employees and/or unit employees are intended to refer to bargaining unit employees only.

SECTION 1-9 RECOGNITION AND UNIT DESIGNATION:

The Employer hereby recognizes that the Association is the exclusive representative of all employees of this unit except those excluded by 5 U.S.C. 7112(b), and any changes thereto.

SECTION 1-10 NEW CONTRACT REVIEW:

Following approval and distribution of the agreement, a member of the Association negotiating team will be afforded one hour of normal duty time at the end of the work day to review the newly approved agreement with Bargaining Unit employees on a voluntary basis. The time, location and date of each briefing and its location will be jointly coordinated by the HRO, the Association President and the supervisor of the work area where the review will be conducted.

ARTICLE II

LABOR-MANAGEMENT RELATIONS

SECTION 2-1 PURPOSE:

It is the purpose of this Agreement to identify the parties to the Agreement and define their respective roles and responsibilities under the Agreement; to state the policies, procedures and the methods that will hereinafter govern the working relationships between the parties; and to indicate the nature of the subject matter of proper mutual concern within the law. It is intended that this Agreement will meet the following purposes: (1) to provide an opportunity for employee participation in the formulation of personnel policies and procedures; (2) to provide for the highest degree of efficiency and responsibility in the accomplishment of the mission of the Rhode Island National Guard; (3) to promote employee management cooperation and communication; and (4) to provide means for discussion and adjustment of matters of mutual interest.

SECTION 2-2 CONTRACT ADMINISTRATION:

In accordance with Law, the Association recognizes that this Agreement and all supplemental, implementing subsidiary Agreements, which must be reduced to writing and signed by the parties, between it and the Employer are subject to the following: In the administration of all matters covered by the Agreement, the parties hereto and employees are governed by existing or future laws and the regulations of appropriate authorities, including policies set forth in the federal directives, by published agency policies and regulations in existence at the time the Agreement was approved, and by subsequently published agency policies and

regulations required by law, or the regulations of appropriate authorities, or authorized by the terms of a controlling Agreement at a higher level in the agency.

SECTION 2-3 MANAGEMENT'S RIGHTS:

The parties retain their respective rights under 5 U.S.C. Subsection 7106 and any changes thereto.

SECTION 2-4 RIGHTS OF EMPLOYEES AND ASSOCIATION:

The Employer and the Association agree that employees shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join and assist the Association or any other employee organization, or to refrain from such activity, except as expressly provided hereinafter and in 5 US Code, Chapter 71, Sec 7102.

a. All Employees will be protected by the Employer and the employee organization from coercion, restraint, interference and discrimination related to their membership or non-membership in the Association.

b. Each employee shall have the right to bring matters of personal concern to the attention of appropriate officials of the Employer in accordance with applicable laws, regulations, and the Agreement.

c. The Employer agrees to recognize all duly designated Association Officers and Stewards. The Association shall furnish the Employer, in writing, with a complete and up to date list of all Association Officers and Stewards, to include the group of employees, by work area, each Steward is authorized to represent. The total number of stewards will not exceed 12.

SECTION 2-5 MEMBERSHIP:

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 organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deduction.

SECTION 2-6 REPRESENTATION:

RIACT will be given the opportunity to be represented at:

a. Any examination of an employee in the unit by a representative of the agency in connection with an investigation if:

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

(2) The employee requests representation.

(3) The supervisor will notify the technician of the right to labor organization representation.

(a) If the employee requests representation, further questioning may take place once the representative is present, and to the extent the delay is reasonable and does not unduly delay or impede the investigation.

(b) If the technician chooses not to have representation, the supervisor will prepare a Memorandum stating this fact. The supervisor and employee will sign the memorandum. The employee may provide a copy of the memorandum to RIACT, if desired.

b. A Bargaining Unit Employee is not precluded from:

(1) Being represented by an attorney or other representative, other than the labor organization, of the employee's own choosing; or

(2) Exercising grievance or appellate rights established by law, rule or regulation; except in the case of grievance or appeal procedures negotiated within this agreement.

c. Any formal discussion between one or more representatives of the agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment.

ARTICLE III

UNION PRIVILEGES AND RESPONSIBILITIES

SECTION 3-1 OFFICE SPACE:

The Employer and Association agree that office space for the President of the Association could be useful in facilitating effective representation of unit employees. This space will be provided to the Association at no cost. The office space will be located on an active Rhode Island National Guard installation. The office shall have appropriate lighting, heating, and air-conditioning. Any move of the office and its contents shall be in an official time status. The Employer also agrees to provide access to a conference room on a non-interference basis with Employer business. The Association shall be allowed to post a sign on the wall adjacent to its office door. Signage will conform to the design and size used by the Rhode Island National Guard Air Base and mounted in a like manner.

SECTION 3-2 OFFICE EQUIPMENT AND TELEPHONE USE:

The Employer agrees:

a. to provide access to the RI National Guard Local Area Networks and access to the National Association of Civilian Technicians website for union officers (1 Air, 1 Army). Any cost associated with this access will be the responsibility of the Association.

b. that in the event surplus office equipment becomes available it will be offered for use in the Association Office;

c. to supply local access to RI Army and Air National Guard telephone service; and

d. to allow the Association use of existing copier equipment for official matters on a non-interference basis with Employer business. Copier use will be in accordance with Army and Air Force regulations.

SECTION 3-3 DISPLAY OF INFORMATION:

The employer agrees to permit Association notices and bulletins to be distributed and displayed in National Guard areas as mutually agreed to by the parties. Literature may be posted on bulletin boards or distributed within National Guard activities. This material must not violate any law, security regulation or contain scurrilous or libelous material. Violation of these standards will be grounds for revocation of this privilege.

ARTICLE IV

OFFICIAL TIME

SECTION 4-1 EXCUSED ABSENCE:

The Employer agrees that reasonable time will be made available without loss of annual leave or pay, during the normal duty hours, for the Association representatives to carry on business that is of mutual interest to

the Employer and to the Association. The Association agrees to request excused absence using the most current official electronic or written form designated by OPM. Upon prior coordination with the supervisors concerned, normal duty time without charge to leave or loss of pay, will be made available for the following purposes:

- a. Shop Steward conferring with employees and/or supervisors.
- b. Association representatives meeting with the Employer representatives, including negotiations of the Agreement.
- c. Representatives attending any preliminary hearing, briefing or orientation related to and assisting local Wage Board Survey work.
- d. The Employer agrees to administratively excuse from duty, employees who are duly recognized officials and representatives to attend Association sponsored training subject to the following requirements:
 - (1) All requests to attend Association sponsored training will be made in writing, including a copy of the agenda or program, through the HRO for required action, 8 work days in advance of the event.
 - (2) The subject covered at any such seminar, briefing or training session must be matters of mutual concern to the Employer and the Association.
 - (3) The Employer agrees that a reasonable amount of excused absence will be made available for each official and representative of the Association.
 - (4) Excused absence under this section is subject to workload and mission requirements during the training session, subject to determination by the supervisor, with approval/disapproval of the HRO.
- e. Employees and their representatives when presenting appeals and grievances.
- f. Upon such other occasion, and when approved by the Employer.
- g. The President, Secretary and Chief Steward of the Association will be allowed a reasonable amount of official time for representation duties to consult with appropriate management officials and/or aggrieved unit employees. Reasonable amount of official time will be the minimum amount required to affect their business and it will be coordinated with the appropriate supervisors and approved by the HRO. Upon requesting the use of official time, the officials of the Association will state the purpose of its use, i.e. grievance, hearing, etc.
- h. No member of the Association may be administratively excused to participate in prohibited activities in accordance with law and government wide regulation.
- i. An Association Official who goes from his/her activity to another activity during normal duty hours to represent the Association or a bargaining unit employee is on official time when traveling and for representational purposes.
- j. Two Association representatives may be granted, upon supervisory approval and HRO authorization, a total of four (4) days, per calendar year, of official time when representing bargaining unit employees to visit, phone and/or write to elected representatives for the State of Rhode Island at the Federal level, concerning desired legislation which would impact the working conditions of employees represented by ACT. HRO approval will be based on the language contained in the National Defense Appropriations Act for that fiscal year.

SECTION 4-2 WEAR OF UNIFORM BY OFFICERS AND STEWARDS:

Officers and stewards will not be required to wear the military uniform while:

- a. performing representational duties, or attending labor-management meetings or seminars away from their normal worksites;
- b. representing the Association in a third-party proceeding;
- c. serving as a member of the Association's negotiating team; or
- d. appearing as a witness in any third-party proceeding.

SECTION 4-3 WEAR OF UNIFORM BY BARGAINING UNIT MEMBERS:

Employees in the bargaining unit will not be required to wear the military uniform while:

- a. processing a grievance at the third step of the grievance procedure; or
- b. appearing as a grievant or bargaining-unit witness in any third-party proceeding.

SECTION 4-4 CHANGING INTO AND OUT OF UNIFORM:

Reasonable time will be allowed officers, stewards, and employees to change into and out of the military uniform under the circumstances stated in sections 4-2 and 4-3.

SECTION 4-5 CONDUCT OF MEETINGS:

In regard to management-labor meetings between the Employer and the Association:

- a. The parties agree to confer and to seek mutual understanding on any problems arising under this Agreement or in relation to employer-employee relations, normally on a monthly basis. Any specific item for discussion which requires research shall be provided in writing by either party at least five (5) working days prior to the meeting. At meetings between the Employer and the Association, the Association will normally be represented by two of its members who are employees in the unit. The Employer will be represented by a member of the HRO and supervisors concerned with the problem to be discussed. The Employer will take minutes of the meeting, and furnish a copy to the Association. The Association may furnish the Employer any written comment it desires as corrections or supplements, which will be filed with the minutes to which they refer.
- b. A special meeting may be held when requested by either the Association or the Employer. When such a request is made, a notice of two (2) days is required.
- c. Consultations and meetings referred to in a. and b. above shall be conducted on official time without charge to leave.

ARTICLE V

HOURS OF WORK

SECTION 5-1 WORKWEEK DEFINITION:

- a. Administrative workweek means a period of seven consecutive calendar days designated in advance by management. (Sunday through Saturday).
- b. The basic workweek is established as the first four (4) days of the administrative workweek worked by each technician. Each of the four workdays will consist of ten (10) work hours, excluding authorized lunch break. Premium pay will be paid IAW existing regulations.

c. The normal basic workweek for all technicians will be Tuesday through Friday. Any changes to the basic workweek will be negotiated with the Association, except when the head of the agency determines that the agency would be seriously handicapped in carrying out its functions or that costs would be substantially increased, as such changes can be made prior to negotiations. Both the Employer and the Association recognize that activities may have a mission requirement that may cause or require a deviation from the normal basic workweek. When the Employer determines that a need exists for an activity or a portion of an activity to deviate from the normal workweek, the Association will be so advised and negotiations will be initiated by the shop steward concerned with the management official establishing the revised workweek. The Association agrees that failure to reach agreement will not form the basis for refusal to work the revised schedule by any member of the bargaining unit. The Employer agrees that any employee who requests to work a specific or non-standard shift because of personal and/or family situations maybe granted special consideration in selecting their shift (i.e. quarter-hour increments). However, the final determination of shift assignments rests with the Employer.

d. The normal workday hours will be from 0700 to 1730 hours daily with a thirty (30) minute lunch period scheduled by the Employer between 1130 and 1330 daily. Changes to the normal workday will normally be posted by the HR Office seven (7) days in advance, unless mission needs dictate otherwise.

SECTION 5-2 CALL BACK:

If a technician is called back to work, any unscheduled overtime work he performs will be compensated IAW existing directives.

SECTION 5-3 OVERTIME:

Overtime assignments will be based upon the skill needed and will be rotated among the employees insofar as possible. Notice of overtime requirements will be given to Employee(s) a minimum of one (1) day in advance, except when an emergency precludes giving the advance notice. When employees are required to work overtime, compensatory time earned will be equal to the time spent in irregular or overtime work in accordance with Government-wide regulations.

SECTION 5-4 CLEANUP:

The Employer agrees to allow a reasonable amount of time prior to the close of the work Shift for the purpose of returning tools, securing equipment, and cleaning work areas.

ARTICLE VI

LEAVE

SECTION 6-1 ADMINISTRATION:

The Employer has the responsibility to decide when leave may be taken, and to equitably administer the leave program. Full and part-time employees shall earn annual leave in accordance with current federal directives. Annual leave will be scheduled with due consideration to the needs of the employer, and the employer agrees to accommodate leave as requested by the employee as much as those needs allow. Approval of requests for annual leave will be at the lowest level of supervision practical, normally by the immediate supervisor. Annual leave will be approved based on workload and mission requirements. In all instances where leave is requested in in the current official electronic or written form designated by OPM the supervisor agrees to inform the employee, within a reasonable amount of time as possible, whether the leave request is approved or disapproved. When disapproved, the supervisor will note the reason in the appropriate section of the form used.

SECTION 6-2 USE OF ANNUAL LEAVE:

Annual leave, which will be earned during the leave year and credited to an employee's leave account, including leave already accrued, may be granted at any time during the year.

SECTION 6-3 SCHEDULING LEAVE:

When developing tentative schedules of annual leave periods, the Employer will attempt to satisfy the requests of the employees. When the Employer finds it necessary to cancel leave previously approved, the employee concerned will be notified in writing no later than three (3) workweeks prior to the scheduled starting date, except in the event of an emergency or when the leave request was made with less than three weeks' notice. If the Employer determines that an emergency does exist, the employee concerned will be notified of the nature of the emergency.

SECTION 6-4 LEAVE SCHEDULING CONFLICTS:

The Employer agrees to make an effort to insure that annual leave is scheduled in such a manner that employees will have the opportunity to take accrued annual leave. When there is a conflict between two employees of the same work section desiring the same leave period, the conflict shall be decided on a first requested basis, accomplishment of the mission permitting. The supervisor may allow changes between employees provided another employee's selection is not disturbed by the changes in selection.

SECTION 6-5 APPROVAL OF LEAVE:

Leave will not be considered approved without the written or verbal acknowledgement of the supervisor or his/her designated representative.

SECTION 6-6 SICK LEAVE:

Every employee will attempt to contact their supervisor prior to the duty day IAW supervisor's established leave procedures. If the employee is unable to contact the supervisor, a voicemail will be left on the supervisor's work voicemail.

SECTION 6-7 SICK LEAVE FOR MEDICAL APPOINTMENT:

Approval for sick leave for prearranged medical, dental, and optical appointments must be secured in advance, at the time the employee secures the appointment.

SECTION 6-8 MEDICAL CERTIFICATES:

Medical certificates may be required by the supervisor IAW 5 U.S.C. §630.

SECTION 6-9 COMPENSATORY TIME OFF:

If required to work outside normal duty hours, the employee may request a minimum of two hours work for which the supervisor can grant earned compensatory time.

SECTION 6-10 LEAVE WITHOUT PAY:

Technicians may request leave without pay subject to the approval of the employer, who will consider the value to the National Guard and/or the needs of the individual concerned. Requests, when granted, will not exceed one (1) year; in exceptional cases the Employer may grant an extension in accordance with current directives.

SECTION 6-11 EXCUSED ABSENCES FOR PHYSICAL EXAMINATIONS:

Excused absences will be granted to technicians in the excepted service for the time necessary for required physical examinations for current position.

SECTION 6-12 EXCUSED ABSENCE:

a. The closing of a National Guard activity for brief periods is within the administrative authority of The Adjutant General.

b. All technicians will assume that their activities or office will be open each workday, regardless of weather conditions or public announcements made by private organizations or other governmental agencies.

c. When group dismissals occur by reason of closing an activity or by releasing technicians in the public interest, technicians affected by these actions will generally be excused without charge to leave and without loss of pay.

d. The Association and the employees realize that by the very nature of the National Guard's community action mission, the need to report to their respective duty stations in the event of inclement weather and/or natural disaster is absolutely essential. As a result, every attempt will be made to report for duty during periods wherein The Adjutant General has not declared an Excused Absence period.

SECTION 6-13 COMMUNITY VOLUNTEER EMERGENCY SERVICE:

The Association agrees that by the very nature of the National Guard and its inherent Federal/State missions, all employees must give first priority to support of those missions. An employee who participates in a management approved community volunteer emergency service, such as a member of volunteer of a fire department or ambulance crew, may be excused for short periods, with the approval of the Human Resource Office, provided that:

a. The emergency occurred prior to the scheduled tour of duty of the employee.

b. Such excusals shall not exceed a total of 20 hours per calendar year for each employee.

c. Must have been an active participant in the situation for which the administrative leave is requested.

d. The employee furnishes his/her supervisor a written verification of the performance of said duty, from the head of the emergency service agency.

e. The employee provides the supervisor notification that he/she is a member of a community volunteer emergency service through a letter provided by the municipality/or fire district.

ARTICLE VII

HEALTH AND SAFETY

SECTION 7-1 MUTUAL RESPONSIBILITY:

The Employer and the Association agree that they share a mutual responsibility in the field of personnel safety.

SECTION 7-2 SAFE AND HEALTHY WORK CONDITIONS:

The Employer is responsible for providing and maintaining safe and healthy working conditions, and for providing required protective equipment. A breakdown of heat, light or water supply at any work site shall

be immediately reported to the Employer. Supervisors have a responsibility for continuously checking all aspects of personnel safety. Parking lots and walkways should be cleared of snow as soon as possible by the Employer.

SECTION 7-3 EMPLOYEE RESPONSIBILITIES:

The Association representatives recognize that they have a responsibility for being alert to observe unsafe practices, equipment and conditions, as well as environmental conditions in their immediate areas that pose a health hazard. Employees are responsible for observing all pertinent safety regulations and for utilizing all safety equipment provided. Employees are also required to report any observed unsafe or unhealthy condition to their immediate supervisors.

SECTION 7-4 SAFETY PRECAUTIONS, INSPECTIONS AND ACCIDENT INVESTIGATIONS:

Whenever there is a safety inspection or accident investigation of an employee work area, an official of the Association who represents the area, or in his absence a substitute Representative, will be given the opportunity to accompany the inspector/investigator during the inspection or investigation. The Employer will notify the Association President when advised that an outside agency is scheduled to conduct a survey or inspection within a specified employee work area. Employer safety inspection schedules will be distributed to the Association President and each Shop Steward, when published.

SECTION 7-5 LUNCH AREAS:

To the extent possible, the Employer agrees to provide and maintain clean and adequate lunch areas adjacent to normal working areas, as well as proper sanitation facilities.

SECTION 7-6 EMERGENCY TREATMENT:

The Employer agrees to publish guidance on obtaining necessary emergency treatment for employees injured while performing official duties.

SECTION 7-7 SURVEYS:

Work area supervisors and stewards will, on an annual basis, survey occupational safety, fire, sanitary and health conditions. Requests for corrective action of noted deficiencies will be submitted to the responsible facility or activity, who will be expected to initiate a request for corrective action within thirty (30) days.

SECTION 7-8 INJURY REPORTING AND TREATMENT:

Job-connected injuries or occupational illnesses will be reported immediately through the Employees' Compensation Operations & Management Portal (ECOMP) at www.ecomp.dol.gov/. Immediate ECOMP reporting will be done from home or work. Employees and supervisors shall insure that required documentation and forms are submitted in accordance with the Federal Employee's Compensation Act (FECA). Treatment, if required, will be provided at civilian medical facilities, as authorized under the FECA. Transportation may be provided, as determined by the employee's supervisor. When directed by the supervisor, an injured employee being transported for treatment may be accompanied by another employee, who will not be charged personal leave. Employees will be duly advised of their rights, responsibilities and options under the FECA by a Human Resources Office (HRO) Injury Compensation Program Administrator (ICPA). The Department of Labor (DOL) determines the FECA eligibility of all claims submitted.

SECTION 7-9 MEDICAL SURVEILLANCE PROGRAM:

The Employer will be responsible for establishing, implementing, and enforcing a medical surveillance program, IAW ARNG and ANG regulations, to maintain and promote employee health and well-being, by protecting individuals from undesirable health effects that may result from exposure, inadequate controls, operations and handling of equipment, processes, hazardous/toxic materials, products and wastes.

SECTION 7-10 TWO PERSON COVERAGE:

Supervisors will determine in accordance with regulations those work functions that require two persons.

SECTION 7-11 OSHA COMPLIANCE:

The Employer, to the full extent of its authority and ability, will make every effort to provide safe and healthful working conditions in accordance with Occupational Safety and Health Act of 1970, as implemented by Executive Order for Federal Employees, Part 1960. The Employer, at no cost to the employee, will furnish appropriate supplies, equipment, and services to the technician to achieve this purpose. The Employer agrees to provide federally approved personal protective equipment and approved safety equipment when available. Technicians are required to use such items provided.

SECTION 7-12 HAZARDOUS WORK CONDITIONS:

When a supervisor determines that a hazardous condition exists, he/she will insure that an observer is in the work area when an employee is required to work alone. Employees will report hazards and unsafe work conditions to their supervisor.

SECTION 7-13 SAFETY AND ENVIRONMENTAL EQUIPMENT:

The Employer will furnish all safety and environmental equipment required to perform the job properly, to include protection from the elements. Hazardous work will be performed utilizing appropriate precautions, protective equipment, and safety devices in accordance with applicable safety policies and regulations.

SECTION 7-14 EMPLOYEE DISCRETION:

When an employee reasonably believes that he/she is being required to work under conditions that are an imminent risk of death or serious bodily harm, and it is not possible to obtain Employer concurrence, the employee may, at his/her discretion, terminate the duty and notify his/her supervisor.

SECTION 7-15 MEETING PARTICIPATION:

The Association agrees to designate a representative to attend meetings as a participating member of the RING Occupational Safety and Health Committee. The designated Association member will be familiar with OSHA Regulations, which outline the policy and objectives of the Employer's Occupational Safety and Health Program.

SECTION 7-16 FEDERAL EMPLOYEES COMPENSATION ACT:

Employees that receive on-the-job injuries or occupational illnesses will be advised of their right and options under the Federal Employees Compensation Act.

SECTION 7-17 HAZARDOUS MATERIAL AND COMMUNICATIONS TRAINING:

The Hazard Communication Standard will be implemented in compliance with the Occupational Safety and Health Administration (OSHA) Regulation. The Employer agrees to provide HAZCOM training in accordance with Federal and State Laws, and it will be implemented IAW DOD directives. Safety Data Sheets (SDS) shall be available to the employees affected, and be in close proximity and available for the employees use.

SECTION 7-18 WORK DURING ADVERSE WEATHER CONDITIONS:

The Employer will comply with applicable regulations during adverse weather conditions. The following Chill Factor Table indicating the duration of outside work that may be performed without rotation to inside work for a 15 minute warm up, is hereby agreed to and prescribed for use at the appropriate location. Operating

outside these parameters may necessitate Hazardous Duty Pay or Environmental Differential Pay in accordance with Article XX.

a. Chill Factor Table. The following Chill Factor Table, indicating the duration of outside work that may be performed without rotation to inside work for a 15 minute warm up, is hereby agreed to and prescribed for use at the appropriate locations.

<u>Chill Factor Temperature (F)</u>	<u>Chill Factor Table</u>	<u>Hours/Minutes</u>
-50 degrees and under		:05
-45 degrees and under		:10
-40 degrees and under		:20
-35 degrees and under		:30
-30 degrees and under		:45
-25 degrees and under		1:00
-20 degrees and under		1:15
-15 degrees and under		1:30
-10 degrees and under		1:45
-05 degrees and under		2:00

b. Warm Weather Work-Rest Cycles. The following Wet Bulb Globe Temperature (WBGT) Chart will be used to establish work-rest cycles during warm weather periods. These work-rest cycles are recommended by the American Conference of Government Industrial Hygienists (ACGIH). However, the ultimate decision to curtail work rests with the Adjutant General. When temperatures exceed 91 degrees, the Employer will determine the appropriate work rest cycle based on local conditions and the type of work to be performed. The Adjutant General will consider suspending non-mission critical work outdoors or in facilities without air conditioning.

WET BULB GLOBE TEMPERATURE (WBGT)
Work - Rest Cycles

<u>Work Demands</u>	<u>Light</u>	<u>Moderate</u>	<u>Heavy</u>
100% Work	85	81	79
75% Work/25% Rest	87	83	81
50% Work/50% Rest	89	85	83
25% Work/75% Rest	91	88	86

Definitions

Categories:	Example Activities
Rest:	Sitting quietly; Sitting with moderate air movements.
Light:	Sitting with moderate arm and leg movements; Standing with light work at a machine or bench while using mostly arms; Using a table saw; Standing with light or moderate work at a machine or bench, and some walking about.
Moderate:	Scrubbing in a standing position; Walking about with moderate lifting or pushing; Walking on level ground at 4 mph while carrying a 7lb. Weight load.
Heavy:	Carpenter sawing by hand; Shoveling dry sand; Heavy assembly work

on a non-continuous basis; Intermittent heavy lifting with pushing or pulling (e.g., pick and shovel work.)

SECTION 7-19 VIDEO RECORDING DEVICES:

Employer agrees to notify all employees by means of signage of video recording devices placed in break rooms.

ARTICLE VIII

EQUAL EMPLOYMENT OPPORTUNITY

SECTION 8-1 STATEMENT OF INTENT:

The Employer and Association agree to cooperate by providing equal opportunity in employment for all people, to prohibit discrimination because of race, color, religion, sex, national origin, age or handicap condition, and to promote the Employer's affirmative action.

SECTION 8-2 EQUAL EMPLOYMENT OPPORTUNITY COMMITTEE:

The Employer may establish an Equal Employment Opportunity Committee. This committee will meet on the call of the Equal Employment Manager and shall provide advice and assistance pertaining to the State Affirmative Action Plan. The Equal Employment Manager, who shall provide progress reports to all committee members on statistical employment information to include minority group designation and sex, will chair this committee.

SECTION 8-3 COMMITTEE APPOINTMENTS:

The Association President or his designee will appoint, from the bargaining unit membership, one technician to serve on the Equal Employment Opportunity Committee. This member will be excused, without charge to leave or loss of pay during normal duty hours, for the purpose of participating in the committee activities.

SECTION 8-4 COMMITTEE CHARTER:

The Employer, through consultation with the Equal Employment Opportunity Committee, consistent with approved NGB Manning authority and the Rhode Island Equal Employment Opportunity Affirmative Action Plan will:

- a. Promote career advancement opportunities for employees determined to be under-utilized.
- b. Promote career progression opportunity in lower level jobs.
- c. Develop and implement programs in career counseling, education, and training assistance, funds permitting.
- d. Promote maximum utilization of women employees.

SECTION 8-5 APPOINTMENT OF EEO COUNSELORS:

The Employer will appoint EEO Counselors in RI National Guard organizations and activities with major concentration of employees to assure that a counselor is readily available to every employee.

SECTION 8-6 EEO COMMITTEE MEMBERSHIP SELECTION:

The President of the Association may submit a list of nominees from the bargaining unit to serve as EEO Counselors. The Equal Employment Manager will consider lists provided by the Association and Management. Final selection of counselors will be the responsibility of the Equal Employment Manager.

EEO Counselors will be selected on the basis of their knowledge, skills and their ability to effectively communicate. These counselors shall be trained by the Employer in accordance with Office of Personnel Management standards. The EEO Counselors will serve under the direction of the Equal Employment Manager.

SECTION 8-7 EEO COMMITTEE INFORMATION:

The Employer will post the names, photographs and locations of EEO Counselors on NGB EO Poster 01-161 in a conspicuous place at the activity each counselor serves.

ARTICLE IX

REDUCTION IN FORCE

SECTION 9-1 GENERAL:

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

SECTION 9-2 PROCEDURES:

Procedures relating to reduction in force will be governed by provisions of National Guard Bureau regulation TPR 300 (351) and any changes thereto, and Chapter 71 of Title 5 U.S. Code.

SECTION 9-3 ESTABLISHMENT OF RETENTION REGISTERS:

Once HRO has issued specific notices of RIF IAW TPR 300 (351), then, upon request by the Association, the Employer agrees to provide a sanitized copy of the TAG approved retention register removing information protected by The Privacy Act of 1974.

ARTICLE X

GRIEVANCE PROCEDURE

SECTION 10-1 PURPOSE:

The purpose of this article is to provide for a mutually satisfactory method for prompt settlement of any employee/association grievances. Matters covered by 32 USC 709(f) shall be excluded from this negotiated grievance and arbitration procedures. It is understood by both parties that grievances may be initiated by employees, either singly or jointly, or may be initiated by the Association as delineated herein. It is agreed that this negotiated procedure is the exclusive procedure for the employees of the Bargaining Unit and the Association in resolving grievances, and will be made available to all employees regardless of membership or non-membership in the Association, except when the law permits a choice between the negotiated grievance procedure or a statutory appeal, but not both.

SECTION 10-2 POLICY:

a. The Employer and the Association agree that normal day-to-day discussions between employees and supervisors are the most constructive means of developing effective work relationships. This procedure provides a means for the orderly consideration and resolution of employee grievances.

b. Employees who feel they have not been treated fairly and equitably in all respects have a right to present their grievances to the appropriate management officials for prompt consideration and decision. An appropriate official who finds that an employee has not been treated fairly and equitably may afford redress.

c. The Employer and the Association recognize the importance of settling disagreements and disputes promptly. To accomplish this, every effort will be made to settle grievances at the lowest possible level of supervision.

d. It is agreed that the steps enumerated herein will apply equally to grievances filed by an employee or the Association.

e. An employee has the right to file a grievance as provided for in this Article without interference or threat of reprisal.

SECTION 10-3 DEFINITION:

The parties to this Agreement define a grievance as meaning any complaint by:

a. Any employee within the bargaining unit in his technician status concerning any matter relating to employment of the employee.

b. The Association concerning any matter relating to the employment of any bargaining unit technician.

c. The Association or an employee concerning the effect or interpretation, or a claim of breach of this collective agreement.

d. Any claimed violation, misinterpretation or misapplication of any law, rules or regulation affecting conditions of employment except those matters excluded in Section 4.

SECTION 10-4 EXCLUSIONS:

The negotiated grievance procedure contained in this article does not apply with respect to any grievance concerning the following matters which are expressly excluded from this procedure:

a. Matters covered by 32 USC 709(f) are excluded.

b. Equal Employment Opportunity discrimination complaints.

c. Any matter relating to prohibited political activities.

d. Any matter relating to classification of any position; which does not result in the reduction in grade or pay of an employee.

e. Any examination, certification or appointment.

f. Any matter which pertains to a non-bargaining unit employee, or supervisory, or management position.

g. Military matters.

h. Any grievance under the provisions of 5 USC 7532.

i. Individual Performance Appraisal Appeals.

j. Retirement, life insurance, or health insurance.

SECTION 10-5 TIME LIMITS:

Failure of the Employer to observe time limited specified in this article will automatically advance the grievance to the next step of the procedure. All time limits provided herein may be extended by mutual agreement and reduced to writing.

SECTION 10-6 PROCEDURES – INDIVIDUAL GRIEVANCE:

a. Step 1. An employee, having a valid grievance will discuss the matter with his/her immediate supervisor. He/she may be accompanied by a representative of the Association, normally the Steward of unit of employment. In the event the employee chooses not to be represented by the Association, the supervisor will insure that the Association is afforded the opportunity to be present. In the event the grievance is not within the authority of the immediate supervisor to resolve, the immediate supervisor will arrange an appointment with other appropriate management officials and/or supervisors. The responsible supervisor or management official considering the grievance will prepare a memorandum for the record, briefly summarizing the grievance, the consideration given it, the conclusion reached and the course of action decided upon during the discussion. A copy of the memorandum will be furnished to all parties concerned as soon as possible but not later than 8 working days after the conclusion of the meeting.

b. Step 2. If no satisfactory settlement is reached between the employee(s) and the supervisor and/or management official, (Step 1 above) the employee(s) will reduce his unresolved grievance to writing on a form mutually agreed to by both the Employer and the Association. The written grievance will be submitted using the Negotiated Grievance Form. The written grievance must also show the date of the discussion at Step 1, and identify the supervisor concerned. The written grievance will be submitted, within ten (10) working days from the date of the Step 1 decision, by the employee or employee's representative, to the appropriate next level supervisor or management official who will annotate in writing on the grievance the date of receipt. The supervisor mentioned above, or his designated representative, will meet with the aggrieved employee(s) and his representative, within five (5) working days from the date of receipt of the written grievance to attempt to resolve the grievance. In the event the employee is not being represented by the Association, the supervisor/management official will insure that the Association is provided the opportunity to be present. The supervisor or his designated representative will give his written decision, either sustaining or stating why he is denying the grievance to the employee(s) and the consideration afforded to it, within eight (8) working days after the conclusion of the meeting. Copies will be furnished to all parties concerned. If the grievance is settled to the satisfaction of the employee(s), no further consideration will be given the matter. If the grievance is not settled to the satisfaction of the employee(s), he will state on the grievance form why he disagrees with the supervisor/management official, and he may proceed to the next step of this procedure.

c. Step 3. If the grievance is not settled at the Step 2 level, the aggrieved party may forward the grievance to The Adjutant General. The employee or employee's representative will submit the written grievance within ten (10) working days from the date of Step 2 decision. The Adjutant General or his designated representative will review the action he deems necessary to resolve the problem. The Adjutant General or his designated representative will give the aggrieved party a written decision within twenty (20) working days after receipt of the grievance. If the grievance is settled to the satisfaction of the employee(s), no further consideration will be given the matter.

d. Step 4. If the grievance is not satisfactorily settled at the Step 3 level, the Employer or the Association may invoke arbitration in accordance with Article XVI, this Agreement.

SECTION 10-7 PROCEDURES – ASSOCIATION GRIEVANCES:

a. Step 1. The Association, having a valid grievance, will, through its duly appointed representative, discuss the matter with the immediate supervisor concerned, if the matter is within his authority to resolve. In the event the grievance is not within the authority of the immediate supervisor to resolve, the Association may go directly to the appropriate level supervisor/management official within whose authority it is to resolve the grievance, keeping in mind the principle of attempting to resolve grievances at the lowest supervisory level possible. The responsible supervisor or management official considering the grievance will prepare a

memorandum for the record, briefly summarizing the grievance, the consideration given it, the conclusion reached and the course of action decided upon during the discussion. A copy of the memorandum will be furnished all parties concerned as soon as possible but not later than eight (8) working days.

b. Step 2. If no satisfactory settlement is reached between the Association and the supervisor and/or management official, (Step 1 above) the Association will reduce its unresolved grievance to writing on a form mutually agreed to by both the Employer and the Association. The written grievance shall contain the details of the grievance, the specific provisions of the Agreement involved if applicable, and the corrective action desired by the employee. The written grievance must also show the date of the discussion at Step 1, and identify the supervisor/management official concerned. The written grievance will be personally submitted within ten (10) working days from the date of the Step 1 decision, by the Association's representative, to the appropriate next level supervisor/management official who will annotate in writing on the grievance the date of receipt. This management official will meet with the Association representative, within five (5) working days from the date of receipt of the written grievance, to attempt to resolve the grievance. The supervisor/management official will give his written decision, either sustaining or stating why he is denying the grievance and the consideration afforded to it, to the Association within eight (8) working days after the conclusion of the meeting. Copies will be furnished to all parties concerned. If the grievance is settled to the mutual satisfaction of the parties, no further consideration will be given the matter. If the grievance is not settled to the satisfaction of the Association, the Association will make its views known to that level supervisor/management official and may proceed to the next step of this procedure.

c. Step 3. If the grievance is not settled at the Step 2 level, the Association may forward the grievance to The Adjutant General. The Association's representative will submit the written grievance within ten (10) working days from the date of Step 2 decision. The Adjutant General or his designated representative will review the action he deems necessary to resolve the problem. The Adjutant General or his designated representative will give the aggrieved party a written decision within twenty (20) working days after receipt of the grievance. If the grievance is settled to the satisfaction of the Association, no further consideration will be given the matter.

d. Step 4. If the grievance is not satisfactorily settled at the Step 3 level, the Employer or the Association may invoke arbitration in accordance with Article XVIII, this Agreement.

SECTION 10-8 EXTENSIONS:

If any grievance is not taken up with the appropriate immediate supervisor within ten (10) working days after the occurrence of the matter, out of which the grievance arose, such grievance shall not be presented or considered at a later date, except cases where the employer/employee were not aware of being aggrieved. Extensions may be mutually agreed upon to provide for unusual cases, up to two (2) months subsequent to the date of the alleged action.

SECTION 10-9 FILING A GRIEVANCE:

The Association, on its' own behalf, or on behalf of bargaining unit personnel, may present and process a grievance. Bargaining unit personnel may present and process grievances on their own behalf. The union has the right to be present in accordance with (5 USC 7121(b)(B)), during all grievance proceedings, to ensure that the adjustments of the grievance are not inconsistent with terms of the agreement. The Employer shall notify the Association of grievance proceedings and inform them of the time and place of such proceedings. In locations where there is no Union Official or steward, the Employer agrees to notify the Association Chapter Headquarters of any grievance proceedings and/or meetings and the time and place of such proceedings. Failure of the Employer to observe time specified in this article will automatically advance the grievance to the next step of the procedure. All time limits provided herein may be extended by mutual agreement and reduced to writing.

SECTION 10-10 WITNESSES:

It is mutually agreed and understood that the Employer and/or the Association, with adequate prior notice, may call any employees of the bargaining unit, supervisors, or management officials it deems necessary, to bring about a satisfactory settlement to a complaint or grievance. These individuals shall suffer no loss of pay for so serving.

SECTION 10-11 SETTLEMENT:

It is agreed that when a grievance is settled at any step, it will be settled in its entirety, and no further action shall be taken regarding the grievance.

SECTION 10-12 GROUP GRIEVANCE FILING:

The Employer and the Association agree that when several employees have an identical grievance (where no individual variations are involved), the Employer will call the aggrieved employees and their representative(s) together and they will select one case for processing under the grievance for the group. The decision on the case selected will be binding on all other cases. Names of all the employees involved in this procedure will be made a part of the record of the case selected for processing, and when a decision is made on the grievance, each employee will be individually notified.

SECTION 10-13 UNNECESSARY GRIEVANCES:

The Association agrees that unnecessary grievances are time consuming and not in the best interest of mission accomplishment or good employee/management labor relations. Further, the Association agrees to thoroughly review all employee/Association grievances that are surfaced and to make an objective, concerted effort to resolve the grievance as informally as possible, so as to avoid unnecessary use of productive time.

SECTION 10-14 EMPLOYER GRIEVANCES:

a. The Association recognizes the Employer's right to grieve. A grievance will be formally submitted, in writing, as soon as possible, but not later than ten (10) working days from the date of the aggrieved incident, unless the Employer is unaware that he has been aggrieved. In such an event, time will start on the day in which the Employer learns of the grievous action.

b. The Employer may initiate a formal grievance by submitting the matter, in writing, to the President of the Association of Civilian Technician, Inc. The President will attempt to adjust the grievance and will render a decision, in writing, to the Employer within ten (10) working days after receipt of the grievance.

c. If the grievance is not settled by this method, the Employer may refer the matter to Arbitration. Nothing herein shall preclude the parties from attempting to settle such grievance informally.

ARTICLE XI

DETAIL OF EMPLOYEES

SECTION 11-1 DEFINITION:

A detail is a temporary assignment to a different position for a specified period, when the employee is expected to return to his or her regular duties at the end of the assignment. Such details will be for the shortest practicable period. It is understood that the Agency may detail employees for any legitimate management purpose; for example: to handle unexpected workloads or special projects; to fill in during another employee's absence; for training; or pending position classification, security clearance, investigation or emergencies. Employees that are temporarily assigned under this provision to a different position with a higher pay rate, for greater than one pay period, will receive the higher rate of pay after one pay period.

SECTION 11-2 UNION NOTIFICATION:

When it is found that a detail will exceed 120 days, the supervisor will advise the Association representative and provide the particulars requiring the necessity for the extended detail. All details of employees will be annotated on the SF 52 and maintained as a permanent record in the technician's Official Personnel Folder.

SECTION 11-3 LIMITATIONS:

Except for brief periods not to exceed 60 days, an employee should not be detailed to perform work of a higher grade level.

SECTION 11-4 PROMOTION POTENTIAL:

A detail of more than sixty (60) days to a higher graded position, or a position with known promotion potential, must be made under merit promotion procedures.

ARTICLE XII

NEW EMPLOYEE ORIENTATION

SECTION 12-1 IN-BRIEF:

A new employee will be briefed on all aspects of technician employment within the first five (5) working days after employment.

SECTION 12-2 CHECKLIST:

A checklist provided by the Human Resources Office (HRO) will be utilized to brief each employee. The checklist will include a summary of the new employee's Weingarten Rights. They will be provided with the telephone number and location of the Association's office. Upon completion of the orientation, both the employee and the Human Resource representative will sign the checklist and it will be filed in the technician's Official Personnel Folder.

SECTION 12-3 RETIRING TECHNICIANS:

Technicians retiring, either voluntarily or involuntarily, will be briefed by personnel of the Human Resource Office two (2) months prior to the effective date of separation, if time so permits.

ARTICLE XIII

TRAVEL

SECTION 13-1 TRAVEL AND PER DIEM PAYMENT:

Travel and Per Diem, including advanced Per Diem, will be authorized in accordance with applicable regulations.

SECTION 13-2 TRAVEL ORDERS:

a. Technicians will utilize the Defense Travel System (DTS) for publishing travel orders and coordinating travel. Employees will not generally be required to travel without published Temporary Duty (TDY) orders however, it is acknowledged that there may be emergencies or unforeseen circumstances. In these situations, travel orders should be issued as soon as possible after the situation arises.

b. TDY/Travel orders will reflect the employee's Excepted Service grade when traveling in an Excepted Service status.

SECTION 13-3 PER DIEM RATES:

All technicians shall be informed of prevailing Per Diem rates IAW JTRs.

SECTION 13-4 QUARTERS FOR TECHNICIANS ON TDY:

Quarters for technicians on TDY will be based upon DoD Joint Travel Regulations, Volume II. Employees on TDY will occupy quarters that meet standards defined as a hotel or motel having a bed, bath and environmental controls. Every effort will be made to avoid sub-standard quarters such as: armories, work facilities, hangars and non- motel or hotel facilities. In the event that quarters are not available at remote locations, technician employees may be required to occupy sub-standard facilities. The actual assignment of quarters is at the discretion of the installation billeting office. If the installation billeting office determines that quarters are not available, a certificate of non-availability is required to support non-use of government quarters. When government quarters are not available, the home station activity manager is responsible for advising on the appropriate use of transportation with unit employees between the duty station and quarters when required for the accomplishment of the mission, in accordance with applicable Joint Travel Regulations.

SECTION 13-5 ADVANCE NOTICE:

TDY schedules and sequence of events should be announced as soon as information on the TDY is available.

ARTICLE XIV

GENERAL

SECTION 14-1 LISTS OF UNIT EMPLOYEES:

The Employer agrees to furnish the Association annually, from the date the contract is signed, the following information: Lists of names, titles, grades, and/or duty stations of unit employees.

SECTION 14-2 SENIORITY LIST:

The Employer will provide the Association with a seniority list of employees annually, on request.

SECTION 14-3 TECHNICIAN BULLETIN:

The Employer will make all Technician Bulletins, published by NGB and the Employer, available to the Association.

SECTION 14-4 EXAMINATION OF OPF:

Each employee, or a representative designated by him/her in writing, shall, upon request, be permitted to examine his/her Official Personnel Folder, in accordance with current federal directives.

SECTION 14-5 OTHER DUTIES AS ASSIGNED:

Technicians may from time to time be required to perform duties other than those reflected as principle duties. Consequently, each description contains the statement "Performs other duties as assigned". When the term "Such other duties as may be assigned" or its equivalent is used in a position description, the term is mutually understood to mean tasks that are normally related to the position.

a. It is understood that the language of the paragraph above does not preclude the employer from assigning unrelated work to employees when a general work area cleanup is required where technicians perform normal everyday duties pertaining to their job descriptions, and perform necessary cleanup of their work stations, bay areas, etc.

b. Technicians will perform general work area cleanup on a daily basis related to the immediate environment described in their individual position descriptions. This will include common areas such as kitchens, lunch areas etc.

c. All employees may be required to perform custodial maintenance of building and grounds or employee sanitation facilities that would normally be the responsibility of custodial employees, during periods of extenuating circumstances.

d. In the event that bargaining unit employees must be utilized during these circumstances, all employees will be used on an equitable basis. The Association will be consulted as to the length of the circumstances, the proposed steps to be taken to eliminate the need for action, and procedures to be followed during this period.

ARTICLE XV

TRAINING

SECTION 15-1 ADDITIONAL TRAINING:

Although it is expected that personnel be basically qualified to perform their duties as a prerequisite to employment, the Employer and the Association recognize the possible need for additional training or retraining.

SECTION 15-2 EMPLOYER RESPONSIBILITY:

It is agreed that the Employer is responsible for establishing training programs as may be required to improve the efficiency of the unit. The Employer will maintain information and furnish counseling and guidance about these training programs and other training resources as may be available. The Association, for its part, will encourage employees to take advantage of suitable self-development opportunities.

SECTION 15-3 DOCUMENTATION OF FORMAL TRAINING:

a. The Employer agrees to formally document eight or more hours of training, and any mandatory training, received on a Standard Form 182. The employee shall complete the SF 182 to be forwarded to the supervisor within five (5) workdays of completion of training. After receiving the SF 182 from the employee, the supervisor shall complete the SF 182 and forward it to the Human Resource Development Specialist (HRDS) within five (5) workdays, for credit in the Defense Civilian Personnel Data System (DCPDS). (For Army, this form is used to request the training, and must be approved in advance of the training.) Military training received while in an Excepted Service status, that pertains to the employee's technician position may also be documented in DCPDS.

SECTION 15-4 TRAINING OPPORTUNITIES:

The Employer agrees that all bargaining unit employees will have an opportunity to attend civilian and military service schools or other courses of instruction to improve their job knowledge. Attendance at service schools may be in a civilian status.

SECTION 15-5 TRAINING FOR RETENTION:

In the event the duties of a technician change, to the extent that without formal training the technician could be dismissed for lack of qualifications or because of a Reduction-in-Force (RIF) action, the technician may be permitted to attend a service school or a course of instruction, in either a military or technician status, depending upon availability of funds, quota, and nature of course.

ARTICLE XVI

ARBITRATION

SECTION 16-1 FAILURE TO SETTLE GRIEVANCE:

If the Employer and the Association fail to settle any grievance, as defined in Article X under the Negotiated Grievance Procedure, such grievance, upon written request of the Association or Employer, within fifteen (15) working days after issuance of the final decision by The Adjutant General, shall be submitted to Arbitration.

SECTION 16-2 ARBITRATOR SELECTION:

Within fifteen (15) working days after receipt of the written request for arbitration, the parties will meet for the purpose of selecting an arbitrator. If the parties cannot agree, they will request from the Federal Mediation and Conciliation Service, a list of five (5) impartial persons qualified to serve as arbitrators. If the parties cannot mutually select an arbitrator from the list, then the Employer and the Association, after a coin toss to determine which party strikes first, will alternately strike a name from the list until one name remains. The remaining person will be the duly selected arbitrator.

SECTION 16-3 SUBMISSION OF QUESTIONS:

When the arbitrator has been selected, the Association representative and representatives of the Employer will meet on an equal basis to stipulate as to the question or questions to be submitted to the Arbitrator. If the parties cannot mutually agree, they will each submit to the Arbitrator the question or questions that they feel should be decided.

SECTION 16-4 NON-GRIEVABLE ISSUES:

If the grievance is declared non-grievable or non-arbitral, the original grievance shall be amended accordingly, in order that this matter shall be the first question of debate and consideration before the Arbitrator.

SECTION 16-5 FILING WITH THE FLRA:

Either party to arbitration under this Article, may file with the Federal Labor Relations Authority, an exception to any arbitrator's award pursuant to arbitration (other than an award relating to a matter described in Section 7121(1) of the Civil Service Reform Law, P.L. 95-454). Any exception filed with the Authority may only be for the following:

- a. because it is contrary to any law, rule or regulation; or
- b. on other grounds similar to those applied by Federal Courts in private sector labor-management relations.

SECTION 16-6 LIMITATIONS:

The arbitrator's award is final and binding if no exception is filed under subsection five (5) of this article during the thirty (30) day period beginning on the date the award is served on the party.

SECTION 16-7 FEES:

The arbitrator's fee shall be borne equally by both parties. Should both parties mutually agree to the need for a court stenographer for a particular arbitration, the costs of the stenographer and transcripts will be borne equally by both parties. If there should not be mutual agreement that a court stenographer is necessary, a party may unilaterally retain a stenographer and shoulder the burden for transcripts.

ARTICLE XVII

HAZARDOUS DUTY AND ENVIRONMENTAL DIFFERENTIAL PAY

SECTION 17-1 INTRODUCTION:

The Association and the Rhode Island National Guard will make every effort to reduce unsafe working conditions. However, there may be occasions for employees to work in less than favorable conditions that can not be practically eliminated. In a recognized situation, technicians will be entitled to environmental differential pay (EDP), as recommended by the EDP committee, approved by the Adjutant General, and stated in the EDP plan.

SECTION 17-2 ADMINISTRATION:

The Hazardous Duty and Environmental Differential Pay plan published by TAGRI, will be followed in administering the HDP/EDP program and will not be changed without prior consultation with the Association.

SECTION 17-3 COMMITTEE:

As specified in the published HDP/EDP plan, local work situations which may warrant the payment of HDP/EDP, will be reviewed by a committee, comprised of functional areas within the Rhode Island National Guard, with at least three members representing the Association, and other members as specified in said plan. The association must receive notification at least 3 business days prior to such meetings.

SECTION 17-4 COVERAGE:

a. This article applies to all Rhode Island National Guard civilian employees whether they are employed on a full time, part time, or intermittent basis.

b. HDP applies only to General Schedule (GS) employees.

c. EDP applies only to Federal Wage System employees.

d. HDP may not be paid to a technician when the duty has been taken into account in the classification of the technician's position, unless the circumstances of the specific hazards of physical hardships have changed from those identified in the controlling position description, IAW 5 CFR, Subpart I, 550.901.

SECTION 17-5 CHANGES OR DELETION:

Local work situations approved for payment of EDP will not be locally changed or deleted unless reviewed by the EDP committee.

SECTION 17-6 RECOMMENDATIONS TO THE COMMITTEE:

Either party to this agreement may recommend to the committee local work situations which may warrant the payment of EDP IAW 5 CFR Subpart E, 532.511.

ARTICLE XVIII

DUES WITHHOLDING PRIVILEGES

SECTION 18-1 PURPOSE:

To provide voluntary dues withholding privileges and procedures for the payment of labor dues to the Association throughout the period of this agreement in accordance with Chapter 71 of Title 5 U.S. Code § 7115.

SECTION 18-2 ELIGIBILITY:

Employees eligible for the dues withholding are those members of the Association in good standing who are employed in the bargaining unit, but shall not include such items as initiation fees, special assessments, back dues, fines and similar items.

SECTION 18-3 ASSOCIATION RESPONSIBILITIES:

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

- a. Procuring Standard Form 1187, "Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues".
- b. Distribution of copies of SF 1187 to its members.
- c. Educating eligible employees to the program for allotment of dues, its voluntary nature, and the availability and uses of the required forms.
- d. Educating eligible employees as to the procedure in revoking allotments and making available the SF 1188 "Revocation of Voluntary Allotment." The effective date of the revocation is the first pay period following September 1, depending on the date the revocation is received in the payroll office.
- e. Certifying SF 1187's completed by eligible employees as to the amount of the dues.
- f. Refunding any unauthorized deductions or excess payments either to the employee or Employer as required.

SECTION 18-4 EMPLOYER RESPONSIBILITIES:

The Employer shall be responsible for informing employees that:

- a. Dues allotments are to be entirely voluntary on the part of eligible employees.
- b. Allotment deductions will take effect during the first pay period beginning after the allotment form properly completed, signed and certified and has been received in the payroll office.
- c. After one year of union membership, Bargaining Unit employees will be given the opportunity to revoke their allotment, the dues revocation forms must be received by the payroll office not later than the 15th of the anniversary month. Thereafter, 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 payroll office not later than 15 August. Dues revocation shall not become effective until the first full pay period in September.
- d. SF 1188 "Revocation of Voluntary Allotment" and information concerning revoking an allotment can be obtained from the Personnel Office.

SECTION 18-5 PROCESSING OF ALLOTMENTS AND REVOCATIONS:

Processing of allotments will be accomplished in the following manner:

- a. The Association will distribute SF 1187, educate its members in the use of the form, insure that the member's Social Security Account Number is entered on the form, and process completed voluntary requests from its members.
- b. The Association's president will certify on all SF 1187's the correct amount of regular dues of eligible employees to be deducted each biweekly pay period.
- c. The Association will deliver completed SF 1187's and other pertinent documents to the Human Resource Office (HRO).
- d. Allotments will take effect for the first pay period beginning after receipt of the properly executed and corrected SF 1187 in the payroll office.
- e. SF 1187's, SF 1188's and other material pertaining to allotments will be date stamped on receipt in the HRO. Immediately upon receipt of a SF 1188 by the HRO a copy will be forwarded to the RIACT.
- f. Changes in the amount of regular dues, not more frequently than once every 12 months, may be made upon receipt of a certification from the Association's president and such changes will be effective with the beginning of the pay period after the receipt of the notification in the payroll office.
- g. The Association will notify the payroll office concerned in writing, within five (5) days, when an employee ceases to be a member in good standing. The allotment for such an employee will be terminated with the first complete pay period after receipt of the notice in the payroll office.
- h. Revocation of allotments submitted at the request of an employee will be elective as set forth in Section 4(d). An allotment shall be terminated:
 - (1) Upon loss of exclusive recognition by the labor organization.
 - (2) When the agreement providing for dues withholding is suspended or terminated by an appropriate authority outside Department of Defense or;
 - (3) When the employee has been terminated, placed in LWOP or promoted to a position excluded from the bargaining unit, RIACT will be notified as soon as practicable of the exclusion of any employee from dues withholding and the reason thereof.
 - (4) The payroll office will make normal deductions in all biweekly pay periods. Adjustments to dues allotments will occur within two (2) pay periods whenever the member's rate of base rate changes, or as soon as practicable. Dues allotment will be withheld from sick leave payment but not from lump sum payment or advance workmen's compensation payments.
 - (5) The payroll office will make the remittance for dues withheld biweekly. This remittance will be in a single check for the net balance of dues withheld after the costs of deduction of allotment, for each dues deduction each pay period. The Employer will ensure that Remittance Reports are provided to RIACT.
 - (6) The HRO will notify the Payroll Office and the Association, in writing, when an allotment is being terminated upon an employee leaving the unit as a result of any type separation, transfers, or promotion to a position not covered by the bargaining unit. The allotment for such an employee will be terminated with the first completed pay period after receipt of the notice in the Payroll Office.

ARTICLE XIX

DISCIPLINE

SECTION 19-1 GENERAL:

a. The purpose of this Article is to recognize that the jurisdiction over disciplinary matters rests with The Adjutant General, through his designated representatives/supervisor, and provide for an orderly procedure for conforming to this jurisdiction. In order to maintain efficiency of Rhode Island National Guard operations and to maintain correct conduct, attitude, work habits and morale of the technician work force, disciplinary actions must be taken where appropriate. It is acknowledged that in some cases, disciplinary actions are necessary, however, they should be of a constructive nature, and will not be used as a means of harassment to personnel.

b. In order for disciplinary actions to have meaning and be constructive, they must be timely and correct. Disciplinary actions are considered to be informal and formal and will be carried out under the following procedures. Counseling a technician can normally resolve a problem without the need for disciplinary or adverse action. Disciplinary action is taken for the purpose of preventing problems, with the goal of maintaining discipline and morale among other technicians.

c. In order to be effective and constructive, discipline must be initiated in a timely manner after the offense has become known by the supervisor.

d. Prior to a meeting relating to a discipline issue, the Employer agrees to inform the employee of the intent of the meeting.

e. Disciplinary and adverse actions will be fair and only for just cause.

f. When a cause involves off-duty misconduct, management must establish an adequate relationship between the grounds for the adverse action and the efficiency of the service (e.g., the employee's ability to perform his/her duties; the activity's ability to fulfill its missions.)

SECTION 19-2 REPRESENTATION:

a. Technicians have a right to select a representative of their choice. If a technician appellant chooses to do so, they must request in writing that all communication be made with or sent to his/her representative. When this happens, management proceeds under the premise that thereafter, all communication with the representative reaches the technician appellant.

b. If there is an attempt by the technician appellant's representative to disqualify a hearing examiner, the State Adjutant General will be the final deciding authority. The person seeking the disqualification has the burden of proving his/her challenge. Conflict of interest or position, conflict with the needs of the organization, and unreasonable cost to the Government, etc., are some of the reasons that can be raised in attempting to disqualify the person.

c. A Technician appellant and his/her technician representative of choice, will be provided a sufficient amount of official time to review all evidence and materials, prepare the reply to the proposed action, and to prepare and present a case for the appellant. Any use of official time must be coordinated with and approved by the immediate supervisor, provided it does not adversely impact emergency mission accomplishment.

ARTICLE XX

WORK UNIFORMS AND PROTECTIVE CLOTHING

SECTION 20-1 WORK UNIFORMS:

The employer agrees to provide bargaining unit members with work uniforms and protective clothing, at no cost, in accordance with fair wear and tear policies referred to in CTA 50-900 and AFI 36-3014. This will ensure that uniforms are serviceable, and that sufficient military clothing is available to meet both day to day needs, as well as standard military requirements for mobilization.

SECTION 20-2 CLEANING OF UNIFORMS:

The parties agree that under normal circumstances, bargaining unit members are solely responsible for cleaning of their work uniforms. In situations where technician work conditions cause uniforms to be heavily soiled with petroleum, oils or lubricants, or soiled with other materials or chemicals recognized as hazardous material, the employer agrees to clean these work uniforms, or provide laundry facilities, at no cost to bargaining unit employees. However, the Association will be consulted regarding the development of laundering procedures. The employer may require employees to wear provided protective clothing while working in areas likely to create excessive wear and tear on duty uniforms.

ARTICLE XXI

DURATION AND CHANGES

SECTION 21-1 PROCEDURES:

The effective date of this Agreement shall be after Execution by the parties and approval by the Department of Defense Civilian Personnel Management Services. The execution and approval dates will be made part of the Agreement prior to distribution to the employees. This Agreement shall remain in full force and effect for three (3) years from the date approved by the Department of Defense Civilian Personnel Management Services. Upon approval, this Agreement takes precedence over any conflicting provisions in Employer (Rhode Island National Guard) regulations, which predate, as well as those that postdate this Agreement. Those subsequently published higher Agency regulations that may be required by law will be negotiated IAW Section 3 of this article.

SECTION 21-2 NEW AGREEMENT:

On written request of either party to the other, the parties shall meet to commence negotiations on a new Agreement not earlier than the sixtieth (60) day prior to the expiration date of this Agreement. Further, this Agreement shall terminate at anytime it is determined that the Association of Civilian Technicians is no longer entitled to exclusive recognition under the provisions of 5 USC Chapter 71 § 7111.

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 Department of Defense Civilian Personnel Management Services does not approve or disapprove the Agreement within the thirty (30) day period, the Agreement shall take effect on the thirty-first day (31st), and be binding on the Employer and the Association, subject to the provisions of applicable law, rule, or regulation.

c. In the event that a particular article or section of an article is not approved by the Agency, the remainder of the Agreement shall take effect as provided by law. The articles or sections of an article not approved by the Agency shall later be incorporated as negotiations or appropriate remedies dictate, and, if

required, subsequently approved by the Agency. These articles shall expire on the same date as the basic Agreement, unless otherwise specifically provided for.

SECTION 21-3 AMENDMENTS OR SUPPLEMENTS:

This Agreement, except for its duration period as specified in Section one (1) of this article, is subject to opening only as follows:

- a. Amendments to this Agreement may be required as a result of changing laws, or regulations, by higher than Agency authority in accordance with 5 USC Chapter 71, after the date of this Agreement. In such an event, upon request from either party, the Association and the Employer will meet within thirty (30) days for the purpose of commencing negotiations on substitute provisions, to achieve compliance for that which was declared unlawful or invalid. Requests for modification or amendments shall be in writing, and must be accompanied by a summary of all modifications or amendments proposed and the reasons therefore.
- b. This Agreement may be opened for modification or amendment by mutual consent of the parties at any time. Such request for amendment must be accompanied by a summary of all modifications or amendments proposed and the reasons therefore.
- c. This Agreement may be opened for negotiation at the mid-term point (eighteen (18) months) by written notice from either party between ninety (90) and sixty (60) days prior to the mid-term date; such a request must be accompanied by a summary or modification or amendments proposed and reasons therefore. No more than 3 articles may be negotiated during mid-term discussions.
- d. Representatives of the Employer and the Association will meet within ten (10) days of the mid-term date 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.
- e. Approval of an amendment or supplement to the Agreement will be accomplished in the same manner as provided for approval of the basic Agreement as specified in this article.

SECTION 21-4 MEMORANDUM OF UNDERSTANDING:

No later than thirty (30) calendar days prior to the start of negotiations of a new Agreement, representatives of the Employer and representatives of the Association will meet to initiate a Memorandum of Understanding establishing the ground rules for the conduct of negotiations.

ARTICLE XXII

LABOR-MANAGEMENT COOPERATION

SECTION 22-1 MEETING PROCEDURES:

Management-labor meetings between the Employer and the Association will be governed as follows:

- a. The parties agree to confer and to seek mutual understanding on any problems arising under this agreement or in relation to employer-employee relations, normally on a monthly basis. Any specific item for discussion that requires research, shall be provided in writing by either party at least five (5) working days prior to the meeting. At meetings between the Employer and the Association, the Association will normally be represented by two of its members who are employees in the unit. Management will be represented by a member of the Human Resources Office (HRO) and supervisors concerned with the problem to be discussed. Minutes of the meeting will be made by Management, with a copy furnished to the Association, and the Association may furnish Management any written comment it desires as corrections or supplements, which will be filed with the minutes to which they refer.

b. A special meeting may be held when requested by either the Association or the Employer. When such a request is made, a notice of two (2) days is required.

c. Consultations and meetings referred to in subsection a., and b., above, shall be conducted on official time without charge to leave, IAW 5 USC 7131 (a).

SECTION 22-2 DEFINITION OF CONSULTATION:

For the purpose of this agreement, consultation is defined as mutual discussion of personnel policies and practices affecting working conditions of members of the bargaining unit, which are within the discretion of the Employer, in an effort to reach mutual understanding or agreement.

SECTION 22-3 SCOPE OF NEGOTIATIONS:

This article is to define the scope of the negotiations on which this agreement between the Employer and the Association is based. Matters considered appropriate for negotiation include personnel policies and practices and matters affecting working conditions, so far as may be appropriate under applicable laws and regulations. Areas of negotiation will not include matters already dictated by federal law or regulation, except where it concerns procedures for implementation of those laws or regulations. The Employer's and the Association's agreement, covering the application of these various items, is included in separate subsequent articles of the Agreement.

SECTION 22-4 NEGOTIATIONS OUTSIDE MANAGEMENT RIGHTS:

No obligation exists to consult or negotiate with the Association, with regards to management rights as defined in 5 USC 7106. This does not preclude the parties from negotiating procedures, which management officials of the Employer will observe in exercising any authority under cited law, or appropriate arrangements for employees adversely affected by the exercise of any authority under this section by management officials.

SECTION 22-5 MORALE:

Association and management shall review the possibilities of increasing employee morale. This may be a matter of conference and discussion at subsequent meetings.

SECTION 22-6 REPRESENTATIONAL DUTIES:

When it is necessary for a steward to leave his work area to perform representational duties, he shall obtain permission from his immediate supervisor and the supervisor of the section he intends to visit. The Steward will sign-out and sign-in on an appropriate form furnished by the employer when leaving and returning to the work area. The Steward will insure that his supervisor is aware of his return to the work area.

SECTION 22-7 GRIEVANCE PROCEDURE:

The Employer and the Association agree that the negotiated grievance procedure as contained in Article X, of this agreement, is the only procedure that will be utilized, by the employees of the bargaining unit and the Association, in resolving grievances.

SECTION 22-8 IMPACT AND IMPLEMENTATION BARGAINING:

a. Purpose. Prior to implementation of changes adversely affecting bargaining unit employees, the Employer will negotiate with the Association, appropriate arrangements regarding the impact of the event(s). Such negotiations will take place prior to any announcement to the work force or implementation of the proposed management action.

b. Changes Affecting Working Conditions. The Employer agrees to provide drafts of appropriate regulations affecting working conditions for review prior to implementation. If the Association desires impact

and implementation bargaining concerning the drafts, management will be contacted within four (4) working days after receipt of the draft, to establish a meeting time/place.

(1) Upon notification by the Association, the Employer agrees to meet within four (4) working days.

(2) The Employer and the Association will identify issues not resolved at the meetings within four (4) working days, unless mutually agreed otherwise.

(3) Time periods may be extended or shortened by mutual consent.

ARTICLE XXIII

STANDBY/ON-CALL STATUS

SECTION 23-1 STANDBY (PAY STATUS):

a. An employee will be considered on duty, and time spent on standby duty shall be considered hours of work, whenever:

(1) The employee is restricted to an agency's premises, or close thereto that the employee cannot use the time effectively for his or her own purposes, or:

(2) The employee, although not restricted to the agency's premises:

(a) Is restricted to their living quarters or designated post of duty.

(b) Has their activities substantially limited; and

(c) Is required to remain in a state of readiness to perform work.

SECTION 23-2 ON CALL (NON-PAY STATUS):

a. An employee will be considered off duty, and time spent in an on-call status shall not be considered hours of work, if the employee is allowed to carry electronic devices for the purpose of being contacted.

b. The parties agree that an on-call rotational list shall be created, where appropriate, for the purpose of covering on-call situations. The list shall be implemented and maintained in a fair and equitable manner. Should the employee not be able to meet his/her on call obligations, they will immediately notify the supervisor.

c. If required to work outside normal duty hours, the employee may request a minimum of two hours work for which the supervisor can grant earned compensatory time.

SECTION 23-3 TIME DEDUCTIONS:

Deductions of meal and sleep periods from hours of work: The activity may exclude bona fide meal periods during the employees regularly scheduled workday. An employee, who is on duty for 24 hours or more, receives basic pay plus compensatory time for this tour of duty arrangement. Such a tour of duty typically consists of productive work, standby duty, and eating and sleeping periods. Provided an employee has a bona fide sleep period, the agency may exclude up to 8 hours of sleep time from such a tour of duty. If an employee performs standby duty on the Employer's premises, or at quarters provided by the Employer, there must be adequate sleeping facilities available to the employee, in order to include sleep time. If an employee cannot get at least 5 hours of sleep because of agency initiated interruptions, then the entire period is considered to be "hours of work." In no case can sleep time be deducted from a tour of duty less than 24 hours. If an employee is called back to duty during a meal or sleep period, such time is "hours of work" (including any time spent traveling to and from the duty location.).

ARTICLE XXIV

INCENTIVE AWARDS/SUGGESTION PROGRAM

SECTION 24-1 PURPOSE:

Once annually, upon request by the Association, the Employer will provide a summary (without names) of all incentive awards (SSP, QSI, Time Off) awarded in the previous fiscal year.

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NEGOTIATED GRIEVANCE FORM

1. **GRIEVANT'S NAME:** _____ 2. **DATE:** _____

3. **SHOP/OFFICE:** _____ 4. **DUTY PHONE:** _____

5. **POSITION:** _____

6. **GRIEVANCE PRESENTED TO:** _____

7. **DETAILS OF GRIEVANCE: STATE, IN DETAIL, THE INCIDENT/ACTION ON WHICH THIS GRIEVANCE IS BASED PROVIDING NAMES, DATES, AND LOCATIONS, AND ANY OTHER PERTINENT INFORMATION. (CONTINUE ON REVERSE IF REQUIRED)**

8. **CONTRACT/REGULATORY/OTHER REFERENCES:**

9. **SPECIFIC RELIEF REQUESTED: (CONTINUE ON REVERSE IF REQUIRED)**

10. **UNION REPRESENTATION REQUESTED:** Yes No

GRIEVANT'S SIGNATURE: _____

11. **REPRESENTATIVE'S NAME:** _____

12. **GRIEVANCE STEP: (GRIEVANT'S INITIALS, ANNOTATE DECISION, AND DATE)**

STEP 1 (Immediate Supervisor) _____ **Resolved:** Yes No
Date: _____

STEP 2 (Next Level Supervisor) _____ **Resolved:** Yes No
Date: _____

STEP 3 (The Adjutant General) _____ **Resolved:** Yes No
Date: _____

13. **SUPERVISOR'S RECORD OF RECEIPT: (SIGN AND DATE AT EACH STEP)**

STEP 1 _____ **DATE** _____

STEP 2 _____ **DATE** _____

STEP 3 _____ **DATE** _____

(GRIEVANT WILL COMPLETE ITEMS 1 THROUGH 12)

Appendix