



Duty.....Dignity.....Dedication

Negotiated Agreement Between

The Adjutant General of Colorado

and

The Association of Civilian Technicians, Chapter #130

17 MAY 2016

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ARTICLE 1 GENERAL PROVISIONS

PREAMBLE

The following articles constitute an Agreement by and between the Colorado Army National Guard (COARNG), hereafter referred to as the Agency; The Adjutant General (TAG) and the State of Colorado, hereafter referred to as the Employer; and the Association of Civilian Technicians Mile High Chapter 130 (ACT 130), hereafter referred to as the Union or ACT 130. Collectively, the Employer and the Union will be referred to as the Parties.

1.0 This Agreement of the Parties hereto, has the intention and purpose to:

- a. Promote and improve the efficient administration of the COARNG and the well-being of its employees.
- b. Provide for the highest degree of efficiency in the accomplishment of the operation of the COARNG.
- c. To establish a basic understanding relative to personnel policy, practices and procedures, and matters affecting other conditions of employment within the jurisdiction of TAG.
- d. To provide the means for amicable discussion and adjustment to matters of mutual interest.
- e. Promote employee communication and information of personnel policy and procedures.

1.1 Spokesperson

- a. For the Union: Those individuals designated in writing by the President of ACT 130 as being authorized to conduct the affairs of the Union.
- b. For the Employer: The Labor Relations Specialist (LRS) will serve as the primary contact regarding labor related issues.

1.2 Responsibilities: All provisions in this agreement that refer to duties or responsibilities of specific supervisors, managers, or organizational elements are intended as a guide as to how to handle a particular situation. The Employer retains the discretion to determine which personnel and/or organizational elements will perform the work. The Union retains the discretion to bargain procedures and appropriate arrangements relating to the impact on working conditions, where applicable.

1.3 Bargaining Unit Determination

- a. ACT 130 was designated and selected by a majority of the Title 32 Technician employees of the COARNG as their representative for the purpose of exclusive recognition. Therefore, pursuant to 5 U.S.C. 71, ACT 130 is the exclusive representative of all employees in the bargaining unit.
- b. For the purpose of this Agreement, the bargaining unit of the COARNG will be all Title 32 employees of wage grade and general schedule pay grades, including temporary, indefinite and probationary employees, who are not excluded by paragraph "c." of this section.
- c. **EXCLUDED:** All supervisors and management officials, employees engaged in federal personnel work in other than a purely clerical capacity, professional employees, employees engaged in national security work, Active Guard Reserve (AGR) and State employees.

1.4 Employee's Rights

- a. The Parties recognize that each employee shall have the right to form, join, or assist the labor organization or to refrain from such activity, freely and without fear of penalty or reprisal, and each

employee shall be protected in the exercise of such right. Nothing in this Agreement will require an employee to become or to remain a member of the Union, or to pay money to that organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.

b. The Employer recognizes the right of employees to organize and express their views collectively, or to refrain from such activity. Employee participation in collective bargaining with respect to conditions of employment, through the representatives chosen by the employees, contributes to the effective conduct of the COARNG and the well-being of its employees.

1.5 Management Rights

a. Nothing in this Agreement will affect the authority of any management official of the COARNG:

(1) To determine the mission, budget, organization, number of employees, and internal security practices of the agency.

(2) To hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees.

(3) To assign work, make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted.

(4) To select personnel for positions from properly ranked and qualified candidates and/or any other appropriate sources.

(5) To take whatever action necessary to carry out the Agency's mission during emergencies. As a guideline, an emergency situation is a situation posing sudden, immediate and/or unforeseen requirements for the Employer as a result of natural phenomena or other circumstances beyond the Employer's reasonable control or ability to anticipate.

b. Nothing in this article will preclude the Employer and the Union from negotiating:

(1) At the election of the Employer, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, tour of duty, or on the technology, methods, and means of performing work;

(2) Procedures the Employer will observe in exercising any authority under this article; or

(3) Appropriate arrangements for employees adversely affected by the exercise of any authority under this section by the Employer.

1.6 Union Rights and Duties

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

b. An exclusive representative of the Union shall be given the opportunity to be present, informed in advance of the time and subject matter whenever possible, at any formal discussion between one or more employees and any representatives of the Employer concerning any grievance or any personnel policy or practices, or other general conditions of employment. An exclusive representative of the Union will be given the opportunity to be present at any examination of an employee during an investigation, formal or informal, if the employee reasonably believes that the examination may result in disciplinary action and if the employee requests Union representation.

c. The Union will not interfere with, restrain, or coerce any employee in the exercise of their rights under the law. The Union will not coerce, discipline, fine, or attempt to coerce a member of the Union as punishment, reprisal, or for the purpose of hindering or impeding the member's work performance or productivity as an employee. The Union will not discriminate against an employee on the basis of race, color, religion, national origin, sex, age, marital status, or physical/mental handicap.

d. The Union will not call or participate in a strike, work stoppage, or picketing of the Employer in a labor management dispute if the intent of such picketing interferes with COARNG operations.

e. Internal Union business such as soliciting membership, collecting dues, electing officers, general meetings, posting and distributing literature will be conducted during non-duty hours.

1.7 Pertinent Information and Directives

a. This Agreement is applicable to the Employer and the employees

b. Pertinent regulations and directives are available upon request during normal work hours.

c. The Employer will brief all employees regarding the content of this Agreement.

d. The Employer will post this agreement electronically.

1.8 Seniority

a. Seniority, not statutorily based on service computation date, will be defined as total COARNG full-time service as a Title 32 Technician. Employees and Supervisors may request a Seniority List through the LRS. Employees who leave the technician service voluntarily and are no longer affiliated with the COARNG and then return to the COARNG technician force will not have that absent time count towards seniority. This seniority date:

1. Will be applied in determining priority for selection for work assignments, shifts, etc., from among employees who are deemed by the Employer, in its sole discretion, to be available and qualified for the assignments;

2. Will be applied in determining priority for granting competing or conflicting requests for annual leave or compensatory time off by employees deemed by the Employer, in its sole discretion, to be eligible for grant of such requests;

3. Will be used as a tiebreaker when necessary.

4. Will be used to setup rotations, if necessary.

b. Seniority based on service computation date will apply to all statutory or regulatory applications which are non-negotiable, i.e. RIF.

c. Supervisors will ensure selections, based on seniority, will be rotated for fair distribution.

ARTICLE 2: LABOR-MANAGEMENT COOPERATION

2.0 The Parties agree to meet regularly to discuss subjects of mutual concern. The Employer will establish a COARNG Union Council that meets at least every six months or upon request. Meetings with senior level managers, one supervisory level below those managers attending the Union Council meeting, may be conducted as necessary. The Parties may call employees in for consultation as required during these meetings. Normally, the Parties will have a minimum of one member from the contract negotiating

team present at all meetings. Agenda items will be presented to the other side not less than five working days in advance of the scheduled meeting.

2.1 The purpose of these meetings is to:

- a. Encourage a good working relationship between the Employer and the employee.
- b. Improve employee working conditions.
- c. Promote Employer/employee training and education programs.
- d. Improve employee morale, safety or other related matters.
- e. Discuss potential Impact and Implementation (I&I) Bargaining concerns.

2.2 Where specifically expressed in this Agreement or applicable regulation, the Employer agrees that the Union will be afforded the opportunity to have a representative participate as a member of a committee/board concerning bargaining unit members.

2.3 Upon request, but not more frequently than quarterly, the Union will be provided with a list of bargaining unit employees.

2.4 The Employer will inform new employees of the ACT 130 Chapter's exclusive recognition for bargaining unit members during the New Employee Orientation briefing. During this briefing, and as provided by the Union, a current list of Union officers and stewards will be provided to each new bargaining unit employee. The Union will be afforded the opportunity to attend and answer questions at New Employee Orientation briefings.

2.5 Wage Survey Representation: Bargaining Unit Members will be authorized to participate in Federal Wage System (FWS) wage surveys when directed by the local Wage Survey Committee. The LRS will notify the Union President of the Wage Survey Committee meetings.

2.6 Pre-Notification for UNFAIR LABOR PRACTICES (ULP)

a. The Parties agree to attempt to solve matters at the lowest level possible, but in the event that a ULP is considered, the following procedures will be adhered to. Nothing here precludes either Party from exercising their rights in filing a ULP.

b. The Parties agree that prior to filing an ULP charge, the charging Party will serve upon the charged Party, written notice of the alleged ULP charge. If the charged Party requests the opportunity to discuss the issue(s), the Parties will attempt resolution within 15 working days, unless more time is mutually agreed to. HRO/LRS will mediate and attempt to have both Parties come to a mutual agreement.

ARTICLE 3: UNION OFFICERS AND SHOP STEWARDS

3.1 Representatives: The Union Officers and Shop Stewards are official Union representatives. It is understood they may speak for the employees of a section. Union representatives acting on official time as provided in Article 15, will not be required to wear the military uniform when performing Union representational functions and will be addressed as Mr., Mrs., or Ms. as appropriate.

3.2. List: The Union will provide a list of all officers and stewards, whether elected or appointed, to the HRO annually or when changes occur. Management officials will be advised of the change(s), as appropriate. The Union agrees to be responsible to advise all members of the bargaining unit changes.

- a. The LRS will ensure all supervisors are provided a new list when changes occur.

- b. The Union will post the new list for all members of the bargaining unit.

ARTICLE 4: IMPACT & IMPLEMENTATION (I&I) BARGAINING

4.1 Exercise of a management right, that changes a condition of employment, is subject to I&I bargaining in accordance with 5 USC 7106.

4.2 LRS will notify the Union, in writing, of the planned exercise of a management right that changes a condition of employment. Employer will hold implementation of the change in abeyance pending completion of I&I bargaining unless:

- a. The Union fails to inform Employer within 30 calendar days of receipt of the notice that the Union demands bargaining;
- b. The necessary functioning of the agency or the need to end a legal violation requires that implementation occur prior to completion of bargaining; or
- c. The change is covered by the contract.

ARTICLE 5: GRIEVANCE PROCEDURES

5.1 Definition:

A grievance is:

- a. Any complaint by an employee concerning any matter relating to the employment of the employee.
- b. Any complaint by the Union concerning any matter relating to the employment of any employee.
- c. Any complaint by any employee, the Union, or the Employer concerning:
 - (1) The effect of interpretation or a claim of breach of the CBA or
 - (2) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

5.2 General Provisions:

- a. Any member of the bargaining unit may invoke these procedures without the intervention of the Union as long as the remedy of the grievance is not inconsistent with the terms of this agreement and as long as the Union is given the opportunity to have an observer present during such grievance procedures.
- b. The grievance procedures contained herein shall be the sole procedures available for resolution of dissatisfactions of employees in the Bargaining Unit, the Union and Employer.
- c. Parties agree to attempt to resolve potential grievances at the lowest possible level and to utilize Alternative Dispute Resolution (ADR) when possible.
- d. All grievances will be presented no later than 60 calendar days after the grievance took place or the individual becomes aware of the event(s) that constitutes the grievance, whichever is later. Either party may seek interpretation of meaning or intent of the agreement from representatives of the negotiating teams.

e. Extensions to the established timelines will be mutually agreed to by both parties.

f. Every grievance filed must be submitted using the grievance form (Appendix A)

g. Disputes that cannot be resolved by the parties as to whether or not a grievance is on a matter excluded from the grievance procedure may be presented to an arbitrator for determination of the ability to present a grievance.

5.3 Exclusions:

The following matters are specifically excluded from and may not be processed under these procedures:

a. Matters for which statutory appeals procedures exist for disputes involving classification, discrimination, and those exclusions contained in 32 U.S.C. 709 (f)(1) thru (5).

b. Non-selection of a position from a group of properly ranked and certified candidates; any examination, certification, or appointment.

c. Termination of a temporary promotion.

d. Any claimed violation, of Subchapter III of Chapter 73 of Title V (relating to prohibited political activities).

e. Retirement, life insurance, or health insurance.

f. A suspension or removal under Section 7532 of Title V (interest of national security).

g. The classification of any position which does not result in the reduction in grade or pay of an employee

5.4 Procedural Steps:

The following steps will be taken by an employee having a grievance subject to this agreement:

a. **Informal Grievance:** Prior to filing a Formal Grievance, the employee/Union Representative will meet with the lowest level supervisor who can render a decision, (normally the immediate supervisor) to try and resolve any misunderstandings or disputes at that level.

b. **Formal Grievance:** If a verbal settlement cannot be reached, the following procedure will be utilized:

(1) The grievance will be presented to the appropriate Director. The grievance and information will be discussed at the time the grievance is presented. The Director will provide a decision, in writing, to the employee and the Union within 15 calendar days.

(2) If the grievant is dissatisfied with the decision in (1), an appeal may be made to the Army Chief of Staff within 15 calendar days. A decision by the Chief of Staff, in writing, will be rendered within 30 calendar days to the grievant and the Union.

(3) If the grievant is dissatisfied with the decision in (2), an appeal may be made to The Adjutant General within 15 calendar days. A decision by The Adjutant General, in writing, will be rendered within 30 calendar days to the grievant and the Union.

c. **The Employer initiated grievances:** Employer informally discusses and attempts to resolve with the Union president, or his designee, within 15 calendar days of the occurrence of the event, or the date on which it becomes known to the Employer, whichever is later, which gives rise to the grievance.

(1) If unresolved, the Employer files a written grievance with the president of the Union within 15 calendar days after said discussion.

(2) The Union president, or his designee, provides a written decision within 15 calendar days after receipt of the written grievance from the Employer.

(3) If still unresolved, the Employer may invoke arbitration.

5.5 Arbitration:

If the Union or the Employer invokes arbitration, such grievances will be resolved in accordance with the arbitration procedures described below:

a. Arbitration may be invoked only by the Employer or the Union. Within 15 calendar days from the date of final decision, either Party may request the Federal Mediation and Conciliation Service (FMCS) to provide a list of impartial persons to act as arbitrators. The requesting Party will pay for the arbitrator list.

b. The Parties shall meet within ten calendar days after receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, the Employer and the Union will each strike one arbitrator's name from the list and will then repeat this procedure. The grieving Party will strike first. The remaining person shall duly be declared the arbitrator.

c. If for any reason the Employer or the Union party refuses to participate in the selection of an arbitrator, the other party shall be empowered to make a direct designation of an arbitrator to hear the case.

d. The arbitrator's fee, incidental expenses and travel pay, and cost of any transcript will be borne equally by the Union and Employer.

e. The arbitrator shall arrange a mutually satisfactory time to hear the grievance, at which time both Parties shall appear and present testimony either orally or in writing. During the conduct of an arbitration hearing, each Party at its own expense shall make available to the other Party, copies of all documents and exhibits submitted to the arbitrator. The arbitrator shall furnish his complete report and decision in writing to the COARNG and Union, within 30 days, following the close of the hearing. The arbitrator will also furnish a copy of the transcript, if any, to the COARNG and the Union.

f. The arbitrator's decision shall be binding on the Parties.

5.6 Alternative Dispute Resolution (ADR) Mediation:

a. The Parties are encouraged to utilize an Alternative Dispute Resolution technique, such as mediation, whenever they may be effective at resolving differences and problems.

b. At any stage of the grievance procedure, the Parties to the grievance may request mediation. Mutual consent is necessary. Mediation will be requested through the HRO.

c. During mediation, if an agreement is reached, the agreement is binding. Both Parties agree to forgo any further proceedings for this subject.

d. Formal grievance procedures will be suspended during the mediation process. If mediation is successful, the grievance will be cancelled. If mediation is not successful, the grievance procedure will be reinstated at the level at which it was suspended.

ARTICLE 6: SUPERVISOR'S WORK FOLDER

6.1 Supervisors will create and maintain a Supervisor's Work Folder (SWF) on their employees. The file will contain the following:

- a. Supervisor's Record of Personnel Employment
- b. Performance-related Records
- c. Conduct-related Records

6.2 Employees will receive a copy of each document placed in the employee's SWF.

- a. An employee, upon verbal request, or their representative, designated in writing, may inspect the SWF, maintained by the employee's supervisor.
- b. Supervisors should use a locally-produced, CONG Form 904-1, to meet the intent of this Article.

ARTICLE 7: DISCIPLINE AND ADVERSE ACTIONS

7.0 Discipline and Adverse Actions:

a. Discipline and adverse actions are functions of Management. Supervisors will take disciplinary actions, as defined in TPR 752, to correct deficiencies in an employee's conduct. The negotiated grievance procedures in Article 5 shall be the exclusive procedures for grieving disciplinary actions.

b. The Union, or other representative, is entitled to be present when an employee is disciplined, if requested by the employee (see Weingarten Rights). The Union, or other representative, may assist in the preparation or presentation of replies or appeals to disciplinary actions taken, if requested by the employee.

c. Records of disciplinary actions will be retained for a period not to exceed two years.

d. Before taking corrective action against an employee, the supervisor will gather all available facts and discuss them with the employee, informing the employee of the reason for the investigation. As part of the investigation, the LRS should be contacted for procedural guidance.

e. In all cases, the employee and/or representative shall be given the opportunity to review any and all evidence used and to reply to the charges orally and/or in writing, using the assistance of the Union as desired. Evidence against an employee shall be made available to the employee and representative, and both shall be given official time to review such evidence and prepare a reply.

f. The employee is accountable for their behavior outside the workplace. Activity that negatively affects their ability to perform their job may be grounds for disciplinary or adverse action.

ARTICLE 8: MERIT PLACEMENT

It is COARNG policy to fill all positions with the best qualified individuals available and to ensure all employees have an opportunity to develop and advance to their full potential. All vacancies will be filled on the basis of merit and job-related experience factors. All actions under this article will be made without discrimination based on race, color, religion, sex, national origin, marital status, membership or non-membership in an employee organization, and age or non-disqualifying physical/mental handicap (except for military requirements).

ARTICLE 9: HOURS OF WORK

9.1 General Work Hours:

a. Administrative Workweek: In accordance with 5 C.F.R. 610.121 the administrative workweek will be seven consecutive days, Sunday through Saturday.

b. Basic Workweek: The basic workweek will normally consist of four 10 hour days, followed by three consecutive days off. Holidays do not affect the designation of the basic workweek. This is not to restrict the flexibility of the Employer, to vary actual hours of work/workdays, to accomplish the mission in an economic and efficient method, or to accommodate alternative work schedules.

c. Notice of Changes (Workweeks or Schedules): For example, a preferred practice would be to announce a change in the administrative workweek as far in advance as possible but not less than fourteen calendar days except in situations where the employer determines that the agency would be seriously inhibited in carrying out its functions or that costs would be substantially increased.

d. It is understood that due to the changing mission of the COARNG, it may be necessary to change a work schedule with less than the required fourteen calendar days in order to meet mission requirements. The affected employee will be allowed a reasonable amount of time, as determined by the supervisor, to attend to important personal matters.

e. Shift Assignment: Employer retains the right to assign the employee to shifts where skills are required. Consideration will be given to seniority of employees concerned so long as mission support is not interrupted. Desires of employees will be considered in the rotation of shifts.

f. Lunch Period: Each shift shall be allowed a 30 minute, unpaid, lunch period approximately in the middle of the work period. If employees are not allowed a 30 minute lunch during their normal scheduled time due to mission essential emergencies, supervisors will have the option to make appropriate arrangements to allow employees to take a lunch period. If the lunch period cannot be rescheduled due to mission essential emergencies, the employee will be compensated for 30 minutes for the time lost with compensatory time, or allowed an early release. Employees may not "save" any part of the lunch period to leave early or to extend subsequent lunch periods. This includes lunch periods, if an employee chooses to eat at their work area.

g. Rest Periods:

(1) The Employer will provide rest periods of 15 minutes for each four hours of work for employees who work eight or ten hours of duty with the mandatory understanding that employees remain in a duty status during the break periods. The Employer retains the right to assign work during an employee's break.

(2) Employees will take rest periods during hours of duty and cannot be accumulated for later use. Employers and employees will not schedule rest periods to lengthen the lunch period, start work later, or end the tour of duty early.

(3) The Employer will determine the need for rest periods in accordance with applicable directives and establish the times when rest periods are taken.

9.2 Assignment of Military Duties to Technicians:

If the technician's position is a separable duty and organization from their military position, a technician should not be conducting the work of such military position while in a technician duty status. Where the duties and organizations are easily separable and the tasks are more than de minimis, i.e. insignificant, the technician will be on an approved leave status.

9.3 Temporary Duty Assignments/Travel Expenses:

The Employer understands that certain circumstances associated with TDY may cause personal or financial hardship with employees. At the discretion of the Employer, an employee may request to be released from a TDY assignment if a qualified replacement is available, and the mission allows.

a. Subject to funding limitations and at the discretion of the Employer, employees may be allowed to deploy in technician status, subject to statute or regulation.

b. Employees are required to submit travel vouchers within five workdays after completion of travel through the Defense Travel System website.

c. Technicians will follow the Government Travel Card (GTC) Department of Defense (DoD) Financial Management Regulation (FMR), and will follow the COARNG GTC Standard Operating Procedures (SOP).

d. Technicians whom fail to repay travel card charges and/or make unauthorized purchases may be subject to appropriate administrative or disciplinary actions.

ARTICLE 10: COMPENSATORY TIME WORK

When an employee is not given notice of any change in reporting, due to fault of the employer and reports for duty, the Employer reserves the right to utilize the employee at work if possible or the employee will be given a minimum of two hours of compensatory time.

10.1 Compensatory Time Work:

a. There are two categories of work accomplished outside of normal duty hours, scheduled and unscheduled.

(1) Scheduled compensatory time work is programmed in advance of a known requirement. Employees will be notified a minimum of 72 hours in advance of the work start time, whenever possible.

(2) Unscheduled compensatory time work requirements. Affected employees will be notified as soon as possible, and normally not later than one hour prior to the end of the work shift.

b. Factors that will be considered include, but are not limited to the nature of work, the need for special skills, the priority of the work to be accomplished, and the number of employees required.

c. The Employer may also consider the employee's outside activities when making assignments.

d. First consideration for unscheduled work will be given to those employees currently assigned to the job who volunteer for the assignment.

e. Second consideration will be given to qualified employees who volunteer in the functional area where compensatory time work is required. Qualified volunteers will be selected based on seniority. The supervisor will fill remaining requirements based on reverse seniority.

f. Compensation for hours worked outside normal duty hours will be in accordance with applicable directives.

g. Compensatory time may be earned for jobs worked outside of the local area as permitted by pertinent regulations.

ARTICLE 11: LEAVE

11.0 Sick Leave:

a. The employee will ensure the Supervisor has knowledge of all leave requests. The Parties agree that sick leave is not intended to supplement annual leave.

b. Employees may be required to furnish a medical certificate to substantiate requests for sick leave when the sick leave exceeds three consecutive work days or for a lesser period as determined by the Employer.

c. A medical certificate required by the supervisor will consist of:

(1) A written statement signed by a physician or authorized practitioner certifying the period that the employee was incapacitated for performance of the duties of the position, or

(2) A signed statement by the employee indicating the nature of the illness and the reason why a physician's statement was not furnished.

d. Sick leave is a qualified right of the employee for emergency and/or prearranged medical, dental, and optical appointments, or to care for immediate family members. This type of leave will be earned, granted, and/or advanced in accordance with applicable statutes and regulations.

e. Requests for sick leave must be approved in advance when the situation permits. When medically unable to report for work, the employee will notify their immediate Supervisor as to the nature of their condition as soon as possible, normally no later than one hour after the employee's scheduled reporting time.

f. If a supervisor suspects sick leave abuse, the supervisor will counsel the employee with respect to the use of sick leave. Such counseling will be recorded on the employee's official file kept by the supervisor. In instances when supervisors invoke this requirement, the employee may request review of this policy when medical documentation is submitted and substantiated.

g. The Employer may require the employee to provide medical certification to substantiate a sick leave request for any duration. An Employer may also require a medical certificate or other administratively acceptable evidence as to the reason for an absence for any of the purposes described in § 630.401(a) for an absence in excess of three workdays, or for a lesser period when the Employer determines it is necessary.

(1) If the Employer requires a medical certificate to authorize sick leave, of any duration, the Employer will inform the employee of the requirement in advance or within a reasonable time after the employee notifies the Employer of the sick leave request.

(2) If the Employer determines that an employee's sick leave record is questionable due to absences for short periods at frequent intervals and reason to believe the sick leave privilege is being abused, or another reason—the Employer will notify the employee of the determination and may advise the employee that a medical certificate will be required to support any future grant of sick leave regardless of duration

(3) The Employer may grant sick leave only when the need for sick leave is supported by administratively acceptable evidence. The Employer may consider an employee's self-certification as to the reason for his or her absence as administratively acceptable evidence, regardless of the duration of the absence.

(4) If the Employer requires a medical certificate to authorize sick leave for an absence of three work days or less, without in advance having made and informed the employee of a determination that the employee's sick leave record is questionable, the Employer within a reasonable time after the requirement is imposed will notify the employee in writing of any reasons, and any facts supporting the reasons, that are the basis for the requirement. A copy of the notice, with the employee's personal identifiers deleted, will be delivered to the Union.

(5) An employee must provide administratively acceptable evidence or medical certification for a request for sick leave no later than 15 calendar days after the date the Employer requests such medical certification. If it is not practicable under the particular circumstances to provide the requested evidence or medical certification within 15 calendar days after the date requested by the Employer despite the employee's diligent, good faith efforts, the employee must provide the evidence or medical certification within a reasonable period of time under the circumstances involved, but no later than 30 calendar days after the date the Employer requests such documentation. An employee who does not provide the required evidence or medical certification within the specified time period is not entitled to sick leave.

h. Employer will endeavor to provide light duty for an employee whose physician recommends such duty, for a period not to exceed 120 days. Continuation in a light duty status is subject to an appropriate medical evaluation.

i. Other uses of sick leave will be in accordance with TPR 630.

11.2 Annual Leave:

a. Annual leave is a qualified right of the employee. However, this leave will be administered on a uniform and equitable basis within the duty section. The Employer will consider the requirements of the COARNG and the Employee.

b. All annual leave an employee earns during the leave year becomes available for use as it is accrued. Pursuant to TPR 630, there is no entitlement to advance annual leave. Before approving leave in excess of the amount actually earned, the supervisor must have reasonable assurance the employee will be in a duty status long enough to "repay" the leave advanced before the end of the leave year. In most cases, when an employee who is indebted for advance annual leave separates from Federal service, he or she is required to refund the amount of advance leave for which he or she is indebted.

c. Reference TPR 630 "Absence and Leave Program"

d. For planning purposes, employees will submit a schedule for projected annual leave which exceeds three consecutive days of leave to the supervisor not later than 60 days prior. It is understood that life events may require less than 60 days' notice.

e. It is the responsibility of the employee to request sufficient leave to assure that they will not be subject to forfeiture of annual leave at the end of the leave year. The Employer and employee will be cognizant of use or lose leave balance with the understanding that the needs of the mission come first.

f. The Employer will inform the affected employee(s) as soon as possible of approval, disapproval, cancellation, or need for rescheduling of annual leave in writing. Should the need arise to cancel an employee's scheduled leave due to an unforeseen or emergency situation, the Employer will notify the employee as soon as possible of the problem in writing.

g. If conflicts arise from leave requests:

(1) Technician seniority will be used as a tool for resolution for requested leave. Seniority will not take precedence over approved leave. Supervisors will ensure equitable distribution of annual leave conflicts.

(2) Subsequent year scheduling conflicts among the same individuals will be resolved using a rotation list.

h. Once scheduled, an employee may change their leave only if the needs of the mission will allow rescheduling and if it does not interfere with the approved leave of other employees. Requests for changes to the approved schedule may be submitted by the employee at any time. The request will be approved or disapproved in writing within 14 calendar days of receipt of the employee's corrected leave request.

i. Requests for periods of leave less than three consecutive workdays may be made, in writing, at any time prior to the time requested. Approval or denial of the request will be left to the discretion of the supervisor and the employee will be notified of the decision. Should the request for leave be denied, the reason for the denial will be provided to the employee by the supervisor, in writing.

11.3 Leave Without Pay (LWOP)

LWOP is not a penalty. Employer may not place an employee on LWOP without their consent. All employees may be eligible for, or entitled to LWOP. The authorization of LWOP is a matter of Employer administrative discretion. Even though LWOP is a non-pay status, it is still approved leave and must be requested by the employee and approved by the supervisor. Employees cannot demand they be granted LWOP as a matter of right except as follows:

- a. To cover a disabled veteran's absence for medical treatment.
- b. To cover an employee's absence to perform military duties (not covered by some form of paid leave).
- c. To cover an absence under the provisions of the Family Medical Leave Act.

11.4 Approval Conditions of LWOP

As a basic condition to the approval of LWOP, there should be reasonable expectation the employee will return at the end of the approved period. It should be apparent that at least one of the following benefits will result:

- a. Increased job ability.
- b. Protection or improvement of employee's health.
- c. Retention of a desirable employee.

- d. Furtherance of a program of interest to the government.

11.5 Approval Considerations

Each request for LWOP should be examined closely to ensure that the value to the government or the serious needs of the employee are sufficient to offset such costs and administrative inconveniences. LWOP granted to an employee may not at a later time be converted to annual or sick leave, except in disability retirement and employee worker's compensation cases in which claims are disallowed.

11.6 Effects of LWOP

a. LWOP for personal reasons that exceeds specific time limitations can delay the due date of the next step increase; it can eliminate leave accrual for the pay period; and can affect creditable service for the calendar year. LWOP for military duty does not impact a due date of a Within Grade Increase, however, it does affect leave accrual by changing to pro-rated accrual, and affects creditable Federal service for the period only if a deposit is not made.

b. Employees who do not have leave to their credit and wish to take leave for emergencies or other necessities may be granted LWOP upon request. Employees may be granted leave without pay upon request if they have leave to their credit but for some reason chooses not to take it. LWOP shall be granted upon request for military training duties.

ARTICLE 12: REDUCTION IN FORCE (RIF)

The first step is to notify the labor organization concerning any changes and, upon request, bargain on negotiable proposals. To alleviate anxiety, and control rumors, the Human Resources Office (HRO) staff and managers should also conduct briefings, publish information about proposed changes, and distribute information about regulations and where they may be reviewed. This applies to both excepted and competitive permanent technicians.

ARTICLE 13: EXCEPTED TECHNICIAN DRESS CODE

13.1 Employee Dress:

a. Non-dual status technicians will maintain a clean, neat and professional appearance, and dress in attire appropriate for their work environment.

b. Excepted service employees shall wear the appropriate military uniform. Military uniforms shall conform to current regulations.

c. Military coveralls are issued as an over-garment to the appropriate duty uniform and are worn, as required, to protect the technician from damaging issued duty uniforms. Wear shall be limited to the work area. Coveralls may be worn as a stand-alone uniform in the work area.

d. Employees shall maintain a neat and clean appearance in accordance with established standards consistent with the environment in which they are working.

e. The laundering of issued coveralls will be provided by the Employer.

f. Unserviceable uniform replacement may be provided for by the Employer in a timely manner subject to current regulations.

13.2 Exceptions To The Above:

Union representatives acting on official time shall not be required to wear the military uniform.

ARTICLE 14: HEALTH AND SAFETY

14.1 Federal Laws and Regulations:

The Employer and employees shall comply with all applicable Federal laws and regulation relative to Health and Safety. The Employer and the Union share the responsibility to ensure that all applicable laws and regulations are followed by all employees of the COARNG.

14.2 Safety Equipment:

Employer will provide the Personal Protective Equipment (PPE). Appropriate government-wide regulations, such as OSHA Regulation 2254, provide guidance that will be used in determining mandatory safety training requirements. Employees will receive proper safety training on equipment or machinery before use.

- a. Employees will utilize the required equipment, devices, materials, and will operate government equipment in a safe manner consistent with existing regulations.
- b. The Union will cooperate with the Employer in matters of safety and will encourage employees to work in a safe manner.
- c. Everyone is responsible for recognizing and reporting hazardous and unsafe conditions to their immediate supervisor for correction.
- d. Suggestions by employees to improve safety in the work place are highly encouraged.

14.3 Published Safety Policies:

The Employer and the Union will share in the requirement that all employees are aware of the published safety policies of the COARNG. Supervisors bear the responsibilities for employee safety training, enforcement of safety rules and regulations, and the management of the overall safety program within the unit/activity. The Union agrees to assist the supervisor in fulfilling this responsibility.

14.4 Reporting Policies:

The Union will support the Employer in requiring employees to report all accidents, incidents, injuries or illnesses sustained while on the job, in a timely manner.

14.5 Union Representation:

The Employer agrees that the Union may provide a representative to serve on the COARNG Safety Council. The Union representative may attend all meetings and participate in all discussions concerning safety and other related items.

14.6 Posting:

Copies of appropriate safety Standing Operating Procedures (SOP) will be posted on unit /activity bulletin boards.

14.7 Environmental Differential Pay (EDP)/Hazard Pay (HDP):

Environmental differential pay (EDP) or hazard pay (HDP) will be administered in accordance with 5 C.F.R., Part 532 and DMVA Regulation 690-9.

14.8 Safety Boots:

a. Employer shall provide, per OSHA regulation 29 CFR 1910.136, approved safety boots as deemed required by the workplace hazard assessment.

b. Initial issue and replacement will be accomplished as needed.

c. If the internal requisition process is going to be over an extended period of time, i.e. more than four weeks, then the safety boots will be supplied from an outside commercial source (i.e. "Boot Truck," Red Wing shoe store or other commercial venue) in order to provide the employee with safety boots as soon as possible. This will be accomplished during normal duty hours.

d. Employees requiring specialized equipment and/or orthopedic fitting, as prescribed by a medical professional, will be placed in contact with the State Safety Office for determining the acquisition process.

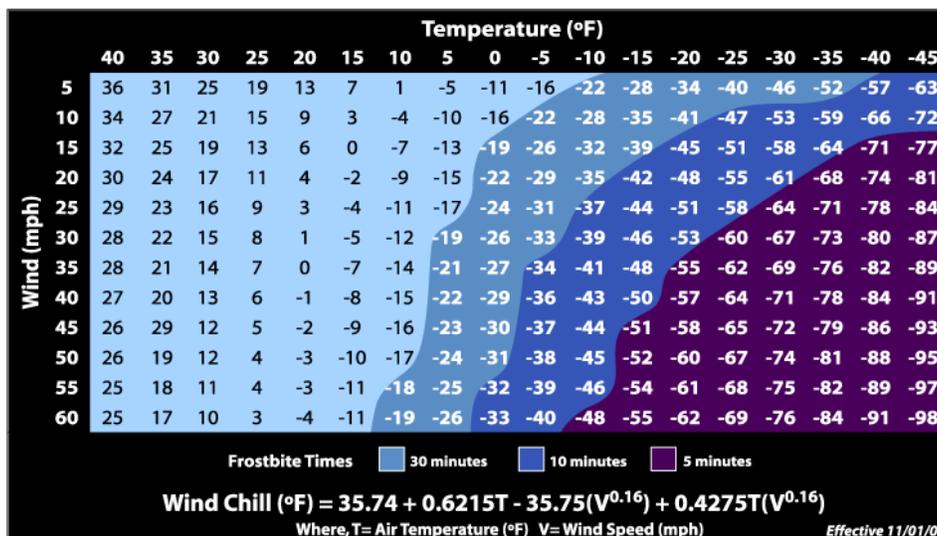
14.9 Extreme Weather Operations:

It is understood that certain operations undertaken both in and out of doors may expose employees to extremes of temperatures affecting their task efficiency and safety. The employer agrees that precautions will be taken to minimize the effects of high heat indices, inclement weather and wind chill that would constitute unsafe working conditions to employees exposed to high or low temperatures, snow, rain, lightning and wind.

NOAA's NATIONAL WEATHER SERVICE WIND CHILL INDEX



Wind Chill Chart



a. Cold weather operations:

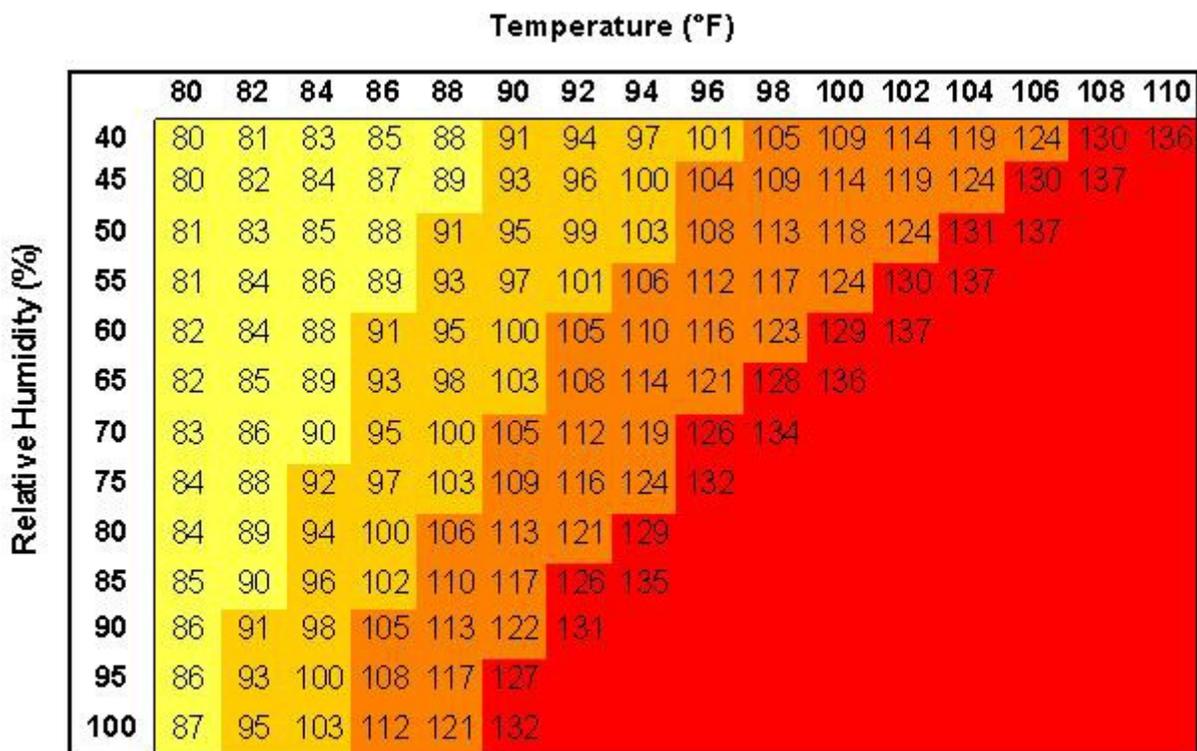
(1) Employees exposed to natural or artificially generated (i.e. rotor blade downwash) wind chill factors, as described below, will be allowed to rotate indoors for warm up periods of a minimum of fifteen minutes before resuming outside work. (National Weather Service Wind Chill Index).

(2) Tolerance to cold weather injuries may vary between individuals depending upon the type of outside work being accomplished and protective clothing being worn. Therefore, common sense will be applied to the exposure durations with an emphasis on prevention of hypothermia and frostbite.

b. Hot weather operations:

Employees that are engaged in a work environment where temperatures may induce heat injuries, supervisors should take necessary precautions to prevent heat related injuries or accidents. When employees are restricted by regulations from having food or drinking fluids at their work stations, the Employer will ensure employees have timely access to potable drinking water and will, when prudent and feasible, relax the dress code to provide for heat relief.

NOAA's NATIONAL WEATHER SERVICE HEAT INDEX



Likelihood of Heat Disorders with Prolonged Exposure or Strenuous Activity

■ Caution
 ■ Extreme Caution
 ■ Danger
 ■ Extreme Danger

14.10 Emergency Showers and Eyewash Stations:

Emergency shower and eyewash stations will conform to OSHA standards 29 CFR 1910.151(c) and other applicable laws and regulations.

a. When there is a disruption of water service, work will cease in the area where the eyewash stations are required until such service is re-established.

b. Portable eyewash stations may be used, but will comply with the inspection requirements in the same above referred regulation and OSHA Hazard Information Bulletin.

14.11 Interrupted Water Service:

Work will cease when water service is disrupted and hygiene facilities and/or fire suppression facilities are not in compliance with OSHA standards until such time as hygiene facilities and/or fire suppression facilities can be provided at the sight that conforms to OSHA standards 29 CFR 1910.141 and 1910.159.

ARTICLE 15: UNION OFFICIAL TIME

15.1 General: As described in 5 U.S.C. 7131, official time is for use by an exclusive representative in the representation of bargaining unit employees. Bargaining unit employees who are approved for release from duty to consult with a Union representative will be considered on official time. Union representatives may be granted official time under the following circumstances:

- a. Representation of employees in grievances and adverse actions, or at formal meetings.
- b. Labor/Management Forum meetings.
- c. Meetings and hearings before the Federal Labor Relations Authority (FLRA), if determined by the FLRA to be necessary.
- d. Travel time to and from meetings scheduled by the Employer.
- e. Collective bargaining agreement negotiation, including preparation time.
- f. Impact & Implementation bargaining, when a formal demand to bargain has been made and proposals have been presented by the Union to the Employer.
- g. Situations agreed to between union and the Employer.
- h. If requested by Employer.

15.2 Procedures:

a. Union representatives will be granted official time for the purposes listed in paragraph 1 of this article in an amount the agency and the representative involved agree to be reasonable, necessary, and in the public interest.

b. Bargaining unit members requiring official time will obtain the immediate supervisor's approval prior to leaving their work area. Requests will include the purpose of the absence, the anticipated duration, and location where the member can be reached. The supervisor may delay the member's departure based on mission requirements. If delayed, the Parties shall arrive at a mutually agreeable time for release. The supervisor will give the member an opportunity to inform any personnel who may be impacted by the delay.

c. If the member anticipates being delayed in returning beyond the time granted, they will immediately contact the supervisor to determine whether the supervisor can extend the time granted, or require the member to return to work. Upon return to the work area, the member will report to the supervisor to announce their return to duty.

d. In no case will internal Union business such as the solicitation of membership, election of labor organization officials, and collection of dues, be performed during the time the member is on official time.

e. The Union will appoint no more than one primary and one alternate in each organizational element to act as a steward for representational purposes.

f. After coordination with the Employer's Spokesperson and the Employer's concurrence, the Union president or designated representative will be given the opportunity to visit work areas of the COARNG during normal duty hours. This time will be used to visit with bargaining unit members about concerns or problems the Union may be able to assist with. Up to eight shared hours of official time per quarter may be used for this function.

15.3 Use of Official Time for Training:

The Employer agrees to consider requests for official time for employees who are actively engaged in the Labor-Management process. This includes elected or appointed officers and stewards. Official time, when approved for this purpose, will be subject to the following limitations:

a. Union Officers are authorized up to 80 hours of official time per calendar year for training and Union Stewards up to 40 hours of official time per calendar year.

b. Requests for official time will be submitted to the HRO/LRS office no later than 30 days prior to the training event. Request made inside the 30 days may be approved whenever possible.

c. Requests will include an agenda and/or any other documentation to assist the HRO/LRS in determining approval of said request.

15.4 Documentation of Official Time:

Union officials and bargaining unit employees will document official time, using OPM-71 and a COARNG Official Time Request Form and sent to the LRS.

ARTICLE 16: SERVICES, FACILITIES, AND EQUIPMENT

16.1 Bulletin Boards:

In those facilities where the Union has its own bulletin boards, those boards may be used. Where Union bulletin boards are not available, the Employer will provide at least 1/4 of the space available on the unit/facility bulletin board for Union use. Union material shall be limited to the space/bulletin board and shall contain material to inform employees on matters of concern to the ACT, Chapter 130. Posted literature shall not violate existing laws or the security of the activity.

16.2 Distribution:

a. Employer agrees to provide copies of the agreement to each management official.

b. The Employer shall inform all new employees that the Union is the exclusive representative of employees in the bargaining unit. Each new employee shall receive a copy of the list of officers and representatives. The Employer will also inform the employee as where to find a copy of the current negotiated agreement.

16.3 New Employees:

The Employer shall furnish the President of the Union, upon request, the following information regarding all new employees of the unit:

a. Full name

- b. Position title and grade
- c. Organizational assignment

16.4 Bargaining Unit List:

The Employer shall furnish a listing of the bargaining unit members, by request of the Union president, on a semi-annual basis.

16.5 Facilities:

At the request of the Union, the Employer will make appropriate facilities available for official consultations of the Union during non-duty hours. Union agrees to assume necessary custodial requirements generated at such consultations.

16.6 Equipment:

The Union may make use of government communications equipment (phones, fax, computers) when necessary to conduct official Union/Management business.

ARTICLE 17: DUES WITHHOLDING

- a. The voluntary allotment of payment for dues will be managed as follows:

- (1) The Union will obtain and furnish SF 1187's, for eligible members desiring to authorize an allotment for withholding of dues from their pay.

- (2) The form will be completed and certified as to eligibility to have such deduction, and the member will be advised of the content of the form.

- (3) The amount to be deducted will be .008 of the member's basic rate of pay. The factored amount will be noted on the SF 1187 prior to being submitted.

- (4) The completed SF 1187 will be submitted at any time to the civilian pay section. Normally the effective date for withholding will be not later than the first pay period after receipt in the civilian pay section.

- b. USPFO will, upon receipt of an SF 1187, process the request in a timely manner, normally not to exceed one pay period after receipt and verify the amount (.008) annotated on the SF 1187 to be correct.

- c. If the National Organization directs a change in dues deductions, the Union will notify the Defense Finance Accounting Service in writing with the new deduction factor and effective date.

- d. **REVOCATION OF UNION DUES:** Bargaining unit members who wish to revoke their dues will complete an SF 1188, Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues. These forms will be available in the Union office or on-line. The SF 1188 will be completed and turned into a Union Official for processing. The form will be held in the Union office until the first pay period prior to the effective date, at which time, the Union will provide the form to the USPFO. The requirements for termination are:

- e. A member may not revoke their allotment until after their anniversary date, (that date which the member first started the allotment). The member must submit an SF 1188, prior to the anniversary date but it will not become effective until the first full pay period after the anniversary date.

f. After the first anniversary a member may revoke their allotment for payment of dues at any time by submitting an SF 1188 prior to 1 September. Revocation will not become effective until the first full pay period after the first day of September.

ARTICLE 18: TECHNICIAN PROBATIONARY PERIOD

The purpose of this Article is to provide general information not otherwise found in Technician Personnel Regulations. Probationary Technicians serve a one year trial period upon initial hire as a technician. Supervisors should contact the HRO for assistance/guidance no later than 60 calendar days prior to the end of the probationary period if performance, leave, or conduct problems develop and the supervisor is contemplating removal. Additionally, Supervisors should counsel the probationary employee on performance 30 days before end of probationary period. Failure of the Employer to initiate action within 60 calendar days will in no way interfere with the Employer's right to remove the technician from employment.

ARTICLE 19 DURATION OF AGREEMENT

AGREEMENT ADMINISTRATION

19.0 Effective Dates:

a. Basic Contract: The effective date of the new contract will be the 31st day from the execution by the parties, or the date of Agency Head approval, whichever occurs first. In the event any specific article(s) are not approved by the Agency Head, the remainder of the basic contract will go into effect.

b. Re-Negotiated Article(s): The effective date of re-negotiated article(s) will be the 31st day from the execution by the parties, or the date of Agency Head approval, whichever occurs first. These articles will expire on the same date as the basic agreement, unless otherwise provided for.

19.1 Agreement Term: This Agreement will remain in effect for three years from the date of execution of all Parties.

19.2 Agreement Precedence: This agreement takes precedence over any conflicting provisions in directives which predate execution of the agreement, unless otherwise stated in the agreement. Changes that postdate this agreement will be subject to I&I Bargaining, if applicable. This agreement does not take precedence over law, government-wide rules and regulations, or agency regulations.

19.3 Effect of Law and Regulation

a. Existing or future laws. In the administration of all matters covered by this Agreement, the Parties are governed by existing or future laws; and government-wide rules and regulations in effect upon the effective date of this Agreement. In the administration of this Agreement, should any conflict arise between the terms of this Agreement and any present or future laws, provisions of such laws shall supersede conflicting provisions of this Agreement.

b. Government-wide rule or regulation. Should any conflict arise in the administration of this Agreement between the terms of this Agreement and any government-wide rule or regulation, such rules or regulations shall supersede conflicting provisions of this Agreement. A change to a TPR does not supersede the Agreement.

19.4 Agreement Amendments/Supplements

a. This agreement is subject to amendments or supplements during its lifetime under one of the following procedures:

(1) Annually, during the anniversary month of the agreement, either party to this agreement may submit articles/subjects for negotiation for the purpose of supplementing this agreement with provisions not previously covered within this agreement.

(2) Changes of the law or rules contrary to this agreement.

(3) At any time, by mutual consent, for the purpose of amending or providing supplements to this agreement.

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

c. Representatives of the Employer and the Union will meet within 30 calendar days to commence negotiations of the proposed amendment or supplement, unless a later date is mutually agreed upon. No changes other than those specified in the summary provided for in this article will be considered.

d. Approval of an amendment or supplement to the agreement will be accomplished in the same manner as provided for approval of the basic agreement as specified in this article.

19.5 Negotiating a New Agreement:

a. Negotiating a new agreement will commence no earlier than 160 calendar days nor later than 30 calendar days prior to the end of the term of the agreement unless mutually agreed upon by both Parties.

b. No later than 30 calendar days prior to the start of negotiations of a new agreement, representatives of the Employer and the Union will coordinate to initiate a memorandum of understanding establishing the ground rules for the conduct of negotiations.

c. This agreement and any supplements will remain in full force and effect until a new agreement is reached.

d. If neither Party serves notice to re-negotiate this agreement within 30 days of its expiration date, the agreement will automatically be renewed for a one year period and annually thereafter, subject to the other provisions of this article.

NOTE: ALL personally identifiable information (PII) and signatures redacted from this page per OPM guidance.

APPENDIX A:

List of Terms

The following definition of terms used in this agreement shall apply:

AGENCY: National Guard Bureau.

ABYENCE: A state of temporary disuse or suspension.

ALTERNATIVE DISPUTE RESOLUTION: Refers to a variety of processes that help parties resolve disputes without trial. Typical ADR processes include mediation, arbitration, neutral evaluation, and collaborative law.

ARBITRATOR: An independent person or body officially appointed to settle a dispute. Decision is binding.

ARBITRATION: The use of an arbitrator to settle a dispute.

BARGAINING UNIT: a group of employees with a clear and identifiable community of interests who are (under U.S. law) represented by a single labor union in collective bargaining and other dealings with management.

DE MINIMIS: Too trivial or minor to merit consideration, especially in law.

CONSULTATION: Oral or written discussions between representatives of Management and the Union for the purpose of exchanging views prior to the formulation of policies on matters of concern to employees in the bargaining unit.

GOVERNMENT WIDE: Affecting or involving all areas and departments of government.

IMPASSE: The inability of the representatives of Management and the Union to arrive at a mutually agreeable decision, concerning negotiable matters through the bargaining process.

LABOR RELATIONS SPECIALIST: Resolve disputes between workers and managers, negotiate collective bargaining agreements, or coordinate grievance procedures to handle employee complaints.

MANAGEMENT OFFICIAL: 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.

MEDIATION: Intervention in a dispute in order to resolve it.

SUPERVISOR: An individual employed by an agency having authority in the interest of the agency to hire, direct, assign, promote, reward, transfer, furlough, lay off, recall, suspend, discipline, or remove employees, adjust their grievances or to effectively recommend such an action, if the exercise of the authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgment, except that, with respect to any unit which includes fire-fighters, nurses, the term "supervisor" includes only those individuals who devote a preponderance of their employment time to exercising such authority.

TEMPORARY PROMOTION: Assignment of an employee to a higher graded position for a specified period of time, with the employee returning to their permanent position upon the expiration of the action.

UNIT DESIGNATION: This agreement is applicable to the units composed of all Colorado Army National Guard civilian technicians employed by The Adjutant General (of the State of Colorado) at all geographic

locations within the State of Colorado hereafter referred to as the Bargaining Unit, excluding all Management officials, supervisors, guards, employees engaged in Federal personnel work in other than a purely clerical capacity, and professional employees.

UNION OFFICIAL: Any accredited national representative of the Union, the duly elected or appointed officers of the Chapter, and shop stewards appointed in accordance with the provisions of the agreement.

UNION: An organized association of workers formed to protect and further their rights and interests; a labor union.

UNION OFFICER: An elected official.

UNION STEWARD: An appointed official.

APPENDIX B:

GRIEVANCE FORM - A.C.T, CHAPTER #130

DATE: GRIEVANCE FORM		NAME: A.C.T, CHAPTER #130		GRADE, JOB TITLE:			
ORGANIZATION:		WORK PHONE:		HOME PHONE:			
HOME ADDRESS:			DATE INCIDENT OCCURRED:				
GRIEVANTS' SIGNATURE: (THE INFORMATION I AM GIVING IS TRUE TO THE BEST OF MY KNOWLEDGE)							
GRIEVANCE AGAINST: (NAME, TITLE, PHONE NUMBER)							
VIOLATION: (CONTRACT ARTICLE, REGULATION, OTHER)							
DETAILS OF THE GRIEVANCE / PROBLEM: (STATE ALL RELATIVE DETAILS OF ACTION OR INCIDENT, ON WHICH THIS GRIEVANCE IS BASED, INCLUDE NAMES, DATES, ETC.)							
REMEDY / RELIEF BEING SOUGHT: (BE SPECIFIC)							
UNION REPRESENTING : (GRIEVANTS' SIGNATURE)			UNION NOT REPRESENTING: (GRIEVANTS' SIGNATURE)				
UNION REPRESENTATIVE ASSIGNED OR REPRESENTING THE UNION: (PRINT AND SIGN)							
STEP OF GRIEVANCE PROCEDURE: (DATE, TIME, RECEIVED BY)							
STEP 1		STEP 2		STEP 3		ARBITRATION	
DECISION RECEIVED, FROM MANAGEMENT: (REMEDY / RELIEF, DATE, TIME, RECEIVED BY)							
STEP 1							
STEP 2							
STEP 3							
ARBITRATION							

10. TRAINING RELATED TO TECHNICIAN DUTIES: DATE & TITLE

11. AWARDS / SPECIAL RECOGNITION: DATE & TYPE

12. COMMENTS & REMARKS: DATE ALL ENTRIES

FORM IS IN LEIU OF NGB FORM 904-1. MAY BE KEPT ON FILE DIGITALLY OR HARD COPY; HOWEVER, ALL SUPERVISORY RECORDS MUST BE PROTECTED AGAINST CASUAL ACCESS AND INAPPROPRIATE DISCLOSURE. PRIVACY ACT STATEMENT IS NOT NEEDED SINCE THE TECHNICIAN IS NOT REQUIRED TO SUPPLY DATA. WHEN ADDITIONAL SPACE IS REQUIRED, ANOTHER CONG FORM 904-1 MAY BE USED. THE BASIC FORM MUST REFLECT THE NUMBER OF PAGES IN EXISTENCE.