

Agreement Between the Adjutant General of The Louisiana National Guard And The Laborers International Union Of North America Local 1776

Executed: 8 September 2020

PREAMBLE

This Agreement is executed between the Louisiana National Guard (LANG), hereafter referred to as the "Agency," by and through the Adjutant General (TAG) of Louisiana, and the Laborers International Union of North America (LIUNA), hereafter referred to as the "Union," and collectively referred to as the "Parties." The Agreement is made for all Federal non-supervisory and non-managerial employees of the LANG, hereafter referred to as "technicians" or "employees."

This Agreement identifies the mutual covenants of the Parties hereto, which are intended to:

1. Promote the efficient administration of the LANG and the well-being of its employees.
2. Provide for the highest degree of efficiency in the accomplishment of the mission of the LANG.
3. Establish a basic understanding of personnel policy, practice, procedure, and matters affecting conditions of employment within the discretion of the Adjutant General.
4. Provide a means for discussion and adjustment to matters of mutual interest.
5. Promote employee communications and knowledge of personnel policy and procedure.

As a result, the Parties hereto agree as follows:

Article 1

General Provisions

Section 1.1 – Bargaining Unit Recognition

1. In accordance with the Federal Labor Relations Authority (FLRA) Certification of Representative Case Numbers DA-RP-07-0020 and DA-RP-18-0002, LIUNA is the exclusive representative for the all employees assigned to the Louisiana Army (ARNG) and Air National Guard (ANG).

Section 1.2 – Excluded Positions

1. Excluded from the Bargaining Units covered by this Agreement are management officials, supervisors, and employees described in 5 USC Section 7103 and 7112 (b)(2), (3), (4), (6), and (7).

2. The Parties agree that as a result of reductions, reorganizations, reclassifications, and changes to the Agency's mission, it may become necessary to modify the bargaining unit status of a new or established position. The Agency will notify the Union when it determines to change a given position's bargaining unit status. The notice will be given prior to effecting that change. If the Parties are unable to resolve a dispute over whether a given position is included or excluded from the bargaining unit, the position in dispute will not be moved until a final resolution is achieved between the Agency and Union, or a decision is rendered by the FLRA.

3. The Parties understand that the movement of an individual employee from a position that is included in the bargaining unit to a position excluded from the bargaining unit is not subject to this provision.

Section 1.3 –List of Employees

1. Semi-annually, but no later than the fifteenth (15th) day during the months of January, and July, the Agency shall provide to the Union an electronic list in spreadsheet format (i.e., file type .xlsx) of all bargaining and non-bargaining unit employees and containing the following separate data columns: last name, first name, employing agency (i.e., Department of the Army or Air Force), email address, duty telephone number, position title, position description number, pay plan, occupational code, grade or level, step or rate, name and location of position's organization, tenure, duty station.

Article 2

Miscellaneous Provisions

Section 2.1 – Laws, Rules, And Regulations

1. In the administration of all matters covered by this Agreement, the Agency, the Union, and employees are governed by (listed in order of precedence):

- a. Existing and future laws;
- b. Government-wide regulations published by appropriate authorities; and,
- c. This Agreement and Agency policies and regulations in existence at the time this Agreement is approved that are not in conflict with this Agreement. Whenever Agency policies or regulations conflict with this Agreement, the Agreement shall govern.

Section 2.2 – Distribution of Contract

1. No later than thirty (30) days after this Agreement is approved by the Defense Civilian Personnel Advisory Service (DCPAS), the Agency shall ensure that a printed copy of this Agreement is provided to each supervisor and made available at each worksite. Also, the Agency shall provide notice to all employees that a new Agreement has been implemented.

Section 2.3 – Interpretation of Terms Within the Agreement

1. Wherever language in the Agreement refers to specific duties or responsibilities of supervisors or management officials, it is intended only to provide a guide as to how a situation may be handled. It is agreed that the Agency retains the sole discretion to assign work to supervisors and management officials and to determine which supervisors or management officials will perform the supervisory or managerial functions discussed.

2. All other terms used within this Agreement shall have the meaning ascribed to them as per:

- a. Federal Court Decisions;
- b. United States Code (USC);
- c. Federal Labor Relations Authority (FLRA) Decisions;
- d. Code of Federal Regulations (CFR's);
- e. Office of Personnel Management (OPM);
- f. National Guard Bureau (NGB) Technician Personnel Regulations (TPR) or their equivalent; or,

g. Blacks' Law Dictionary.

3. Whenever a dispute arises as to the meaning of a particular term, the Parties will attempt to reach agreement by referencing the sources cited above, in that specific order.

Section 2.4 – Other Provisions

1. Unless otherwise stated, all timelines are calculated in calendar days, and may be adjusted by request and mutual agreement between the Parties.

2. IAW 5 USC § 7114(b)(4), upon a written or email request of the Union but not later than thirty (30) days after a request is submitted, to the extent the request is not partially or entirely prohibited by law, and to the extent that the release of data requested is not already covered by this Agreement:

a. The Agency will provide the Union data that is:

- (1) Normally maintained by the Agency in the regular course of business;
- (2) Which is reasonably available and necessary for full and proper discussion, understanding, and negotiation of matters that are negotiable or bargainable under the statute or the CBA; and,
- (3) Which does not constitute guidance, advice, counsel or training provided for management officials or supervisors relating to collective bargaining.

b. Such data will be furnished to the Union, without charge or delay, and upon a statement of particularized need, to include:

- (1) Why the Union seeks or needs the information;
- (2) How the Union will use the information; and,
- (3) How the information requested relates to the Union's discharge of its representational duties under 5 USC Chapter 71.

3. Unless otherwise specified, the Parties agree that communications will be conducted in a timely manner, and that an acknowledgement will be furnished to the other within seven (7) days, or less, of receipt of any communication requiring a response.

4. Failure of either Party at any time, or for a period of time, to enforce or observe any right afforded to it under law or any provision(s) of this Agreement shall not be deemed or construed as a waiver of such right or provision(s) or of the right of such Party thereafter to enforce or seek enforcement of each and every provision contained herein.

Article 3

Duration & Changes to The Agreement

Section 3.1 – Effective Date

1. Providing that the Defense Civilian Personnel Advisory Service (DCPAS) approves the body of this Agreement, the effective date of the contract shall be thirty-one (31) days after execution by the Parties hereto. Both dates (execution and approval) will be made part of the Agreement prior to distribution.

Section 3.2 – Agency Head Approval

1. DCPAS shall approve the Agreement (including supplements and amendments to) within thirty (30) days from the date the Agreement is executed by the parties, provided the Agreement is in accordance with the provisions of applicable law, rule, or regulation.

2. If DCPAS neither approves nor disapproves the Agreement within the thirty (30) day period, the Agreement shall take effect and be binding on the Agency and the Labor Organization on the thirty-first (31st) day, subject to provisions of applicable law, rule, or regulation.

In the event that a particular article, or section of an article, is not approved by DCPAS, the remainder of the Agreement shall take effect as provided by law. The article or section of articles, not approved by DCPAS shall later be incorporated into the contract after negotiations or appropriate remedies are reached by the parties, and subsequent approval by DCPAS is granted.

Section 3.3 – Agreement Duration

1. This Agreement will remain in full force and be effective for three (3) years from the date of approval by DCPAS, or, under the provisions of 5 USC § 7114(c)(3) whichever comes first.

Section 3.4 – Agreement Amendments/Supplements

1. This Agreement may be subject to amendments or supplements, by mutual consent, for the duration of the Agreement term.

2. If the respondent Party agrees to amend or supplement the Agreement, the requesting Party shall submit their proposal in writing, setting forth the proposed change to the Agreement.

3. If agreement is reached, approval of an amendment or supplement shall be accomplished IAW Section 3.2.

Section 3.5 – Negotiating a New Agreement

1. Either Party may request to negotiate a new Agreement after service of notice upon the other no earlier than one hundred and five days (105) nor later than sixty (60) days prior to the termination of the current Agreement term.

Section 3.6 – Renewal of Agreement

1. Failure on behalf of either Party to request negotiations within the window specified in Section 3.5 will allow the Agreement to be automatically renewed for a period of three (3) years to take effect immediately following the expiration of the initial three (3) year term, and will be renewed for three (3) years each year thereafter absent such a request.

Section 3.7 – Termination of Agreement

1. This Agreement may be terminated by mutual consent of both Parties, or at any time it is determined by the FLRA that the Union is no longer entitled to Exclusive Recognition.

Article 4

Management Rights

Section 4.1 – Retained Rights

1. The Agency retains the right, in accordance with Title 5 USC, Section 7106(a) to determine the mission, budget, organization, number of employees, internal security practices of the Agency, and in accordance with applicable laws:

- a. To hire, assign, direct, layoff, and retain employees in the Agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
- b. To assign work, to make determinations with respect to contracting out, and to determine the personnel by which Agency operations shall be conducted;
- c. With respect to filling positions, to make selections for appointments from:
 - (1) Among properly ranked and certified candidates for promotion; or,
 - (2) Any other appropriate source; and
- d. To take whatever immediate actions are necessary to temporarily carry out the Agency's mission during times of nationally recognized emergencies such as terrorist attacks and natural disasters.

2. Nothing in this section shall preclude the Parties from negotiating on:

- a. The procedures that Agency officials will observe when exercising any authority granted to the Agency under this Section; or
- b. The appropriate arrangements for employees adversely affected by the exercise of any authority granted to the Agency under this Section.

Section 4.2 – Emergency Considerations

1. When an emergency requires changes to conditions of employment for a period of more than seventy-two (72) hours, the Agency shall provide the Union with the following information:

- a. A list of the conditions of employment that will be temporarily modified;
- b. A list of individual employees that may be affected; and,
- c. An estimate of how long the changes are expected to remain in place before reverting to pre-emergency operations. Changes expected to last more than thirty (30) calendar

days will be considered a change to this Agreement IAW Section 3.4 and shall be subject to negotiation IAW Section 6.2.

d. This does not preclude the Agency from implementing changes to conditions of employment during an emergency.

2. The information required in Paragraph 1 may initially be conveyed verbally and will be followed by a written (formal letter or email message) notice to the Union as the emergency situation permits, but not later than twenty-four (24) hours after changes have been implemented.

Article 5

Employee Rights Section

Section 5.1 – Awareness

1. The Agency and the Union will ensure:
 - a. This contract receives the widest possible dissemination.
 - b. Employees are fully aware that the conditions of this contract prevail in the workplace.
 - c. Employees receive semi-annual educational sessions regarding the contents and applicability of the contract.
2. The Agency may conduct surveys of employees as an information gathering process provided the survey is anonymous and voluntary. This includes climate surveys or assessments. The Union will be provided a copy of results upon request. Surveys which are mandatory and or not anonymous are subject to the requirements of Sections 6.2 and 6.3.

Section 5.2 – Miscellaneous Requirements

1. In accordance with Executive Order 12731, the Agency is obligated, on an annual basis, to brief employees on the rules, regulations, policies, Equal Employment Opportunity and Sexual Harassment provisions, and Standards of Conduct which govern their employment. Barring emergencies, these briefings are mandatory and cannot be waived for any reason.
2. Employees must be briefed on their job duties on an annual basis. This may be accomplished either as a group or individually and must be annotated on the Employee's Record Brief Form (formerly known as NGB Form 904-1).
3. Upon request, employees will be allowed a reasonable amount of time during their duty day to access personnel records maintained by the Agency, including but not limited to:
 - a. Employee Work Folder (or equivalent) as maintained by their supervisor;
 - b. Electronic Official Personnel Folder (eOPF); and,
 - c. All other personnel records maintained by the Agency (i.e., medical, disability, etc.) directly related to the individual's employment with the Agency.
4. An employee's request or desire to review an Agency personnel record/file shall not be denied, except that an employee's request to review their records/files cannot interfere with the accomplishment of assigned duties. The Agency cannot require that an employee review their record/file during their break or non-duty hours. If the request cannot be accommodated due to mission requirements, the employee will be informed of the earliest possible time when they will

be able to review their records/files. The employee shall be available for call back due to mission requirements.

Section 5.3 – Conduct and Right to Privacy

1. The Agency affirms the right of an employee to conduct his or her private life as they see fit, within the constraint of Federal law and Agency regulations. Employees have the right to engage in outside legal activities, including outside employment, of their own choosing without any requirement to report said activity to the Agency, except as required by law or Agency regulations. However, employees shall not accept a fee, compensation, gift, payment or expense, or any other thing of monetary value in circumstances in which the acceptance may result in or create the appearance of conflicts of interest. Employees may not engage in outside employment that would interfere with the performance of their assigned duties, and they are also prohibited from receiving compensation or anything of monetary value from a private source in exchange for government services.

2. Neither the Agency nor the Union will coerce or in any manner require employees to invest their money, donate to charity, or participate in activities, meetings or undertakings not related to their performance of official duties.

Section 5.4 – Searches of Personal and Government Property

1. The search of work areas must be reasonable in scope, balancing an employee's expectation of privacy against the Agency's need to supervise and operate the workplace. The requirements of this section apply to when the search or inspection affects one or more bargaining unit employees. This section does not apply to inspections of government issued property or equipment required by Department of the Army or Air Force regulations during the course of scheduled or periodic evaluations (e.g. COMET or UCI).

2. Pursuant to an investigation, an Agency-directed search or inspection of an employee's personal property, or individually-issued government property in possession of the employee at the time of the inspection or search, shall be conducted in accordance with applicable Government-wide regulations, as well as any Agency directives in place at the time this Agreement goes into effect. Employees may request that a Union representative be present during any search conducted IAW with this section.

3. Emergencies notwithstanding (see Paragraph 5), the Agency shall not open, search, or inspect an employee's personal property (e.g. clothes, privately owned vehicle, book bag, etc.) or government-issued property or equipment in possession of the employee outside of their presence. If a search or inspection of said property or equipment is required to be conducted as a result of a legally authorized search (i.e., a search warrant), the Agency shall:

a. Make an affirmative attempt to contact or notify the employee to let them know that a search is pending;

b. Ascertain whether the employee wishes to be present during the search or inspection;

c. Determine whether the employee wishes to have a Union representative present during the search or inspection; or,

d. If the employee cannot be physically present, whether they wish to have a Union representative present in their stead.

Note: The request for a Union representative shall not unduly delay the search or impede the purpose for which the search is conducted.

4. The Agency will, in writing, document the date, time, and reasons for said search and provide the employee with a copy of this documentation within 24-hours of conducting the search, to include any official documents authorizing the search (i.e., search warrant). This does not apply to vehicle inspections conducted at entry control points.

5. Searches should normally be conducted by individuals properly trained in the collection of evidence, such as military or civilian law enforcement personnel. However, it is the Agency's right to conduct their investigation as they see fit.

6. When a search of the work area is conducted as a result of surreptitious activity, such as a bomb threat or a terrorist attack, the Agency is not required to give the employees notification of an impending search.

Section 5.5 – Representation

1. Employees have a basic right to representation in matters regarding conditions of employment, working conditions, and in matters that could have an adverse impact or effect on their employment, such as disciplinary actions. The Union, or the Union's designated representative, is the sole exclusive representative of bargaining unit employees concerning workplace matters. Employees have a right to either represent themselves or retain third party representation in matters not covered by this Agreement (i.e., MSPB appeals)

2. The Parties agree to ensure employees are aware and understand their Weingarten Rights and their rights to have and retain representation. Further, the Parties agree to the following:

a. The Agency will inform all employees of their right to Union representation (Weingarten Right) IAW 5 USC §7114(a)(2)(B):

(1) At their respective new hire orientation;

(2) On an annual basis IAW 5 USC 7114(a)(3) via Agency-mailed notice to the individual's home of record; or, electronically to the employee's official email address; and,

(3) Prior to any examination of an employee in the bargaining unit by a representative of the Agency in connection with an investigation. The employee

will acknowledge having been informed of their right to representation, and indicate their desire whether to have a Union representative present, using Appendix A.

3. When an employee requests Union representation concerning a workplace-related matter and the Union accepts their request for representation, all communication must be made with or furnished through their Union representative, especially in matters related to investigations and disciplinary actions. The Agency cannot communicate directly with the employee about the specific matter or subject for which they requested representation under any circumstance. When this choice is made, the Agency proceeds under the premise that all communication with the representative reaches the employee.

4. An initial request or designation of the Union as an employee's representative may be conveyed verbally to the Agency; however, the Agency may require that such designation be formalized by the employee at a later date either in writing or via email. There is no specific format for conveying such a designation.

5. When an employee requests a Union representative the Agency shall immediately notify the State Representative, or the Local 1776 Business Manager if the State Representative cannot be reached. The Union will then notify the Agency who will be appointed as the employee's representative.

6. While it is preferred that a representative be physically present in the room with the employee, there are times when the representative may only be able to attend via telephone. Whenever a Union representative attends via teleconference, it is important that the representative be able to clearly hear what's being discussed, and it is important for them to also be heard. Delaying a meeting for the purposes of securing teleconference capabilities under this paragraph will not be considered an undue delay for the purposes of Section 13.2(2).

Section 5.6 – Right to Organize and Discuss Matters of Concern

1. IAW 5 USC §7102, each employee shall have the right to form, join or assist the Union, or to refrain from any such activity, freely and without fear of penalty or reprisal.

2. Nothing in this Agreement shall require an employee to become or remain a member of the Union, or to pay money to the Union except pursuant to a voluntary written authorization for the payment of dues through payroll deductions IAW 5 USC §7115.

3. An employee shall not be disciplined nor otherwise discriminated against based on having filed a formal grievance, complaint, or for giving testimony under Title VII CSRA 1978.

4. No employee shall be precluded, regardless of Union membership, from bringing matters of personal concern to the attention of appropriate officials under applicable law, rule, regulation, or published policy; or from choosing his or her own representative for an appellate or grievance action based on law, regulation, or this Agreement.

Section 5.7 – Employee Treatment

1. All employees deserve to be treated with common courtesy and consideration.
2. Employee discipline should be conducted privately in a manner that provides confidentiality and allows for professional feedback to the employee. No employee shall be asked or directed to make a public statement or disclosure regarding any matter which concerns personal discipline.
3. Recording devices (both audio and visual) shall not be used in the work environment to record conversations unless all parties to the conversation have been informed that the conversation will be recorded and the recording device is in plain view of all participants to the conversation, at all times.
4. IAW 5 USC 2302(b)(9)(D), an employee has the right to refuse orders that would require the employee to violate an applicable law, rule, or regulation. Refusal to obey an unlawful or improper order will not subject the employee to disciplinary or adverse action.

Section 5.8 – Requests for Hardship Reassignment

1. Assignment/reassignment is a management right; however, an employee may request, individually or through their supervisor to the HRO, that the Agency reassign them to a different position and or work location as a result of a personal hardship. The request shall be submitted in writing, and must include an explanation of the hardship, how the reassignment would alleviate the hardship, and whether the reassignment would be temporary or permanent. The Agency shall provide a written response within a reasonable amount of time, normally within thirty (30) days, stating the reason(s) for their decision.

Section 5.9 – Voluntary Actions

1. An Employee may resign for any reason, at any time.
2. Barring evidence of unusual or compelling circumstances, especially circumstances beyond the employee's control, when an employee is absent from work for a period of ten (10) consecutive calendar days or more without approval from the Agency they will be considered to have abandoned their position and the Agency may process the employee for termination IAW Agency regulations. However, prior to termination, the Agency should make a deliberate attempt to contact the employee.

Section 5.10 – Dress Code and Appearance for Title 5 Employees

1. There is no specific uniform, clothing material, or style of dress required for Title 5 employees. However, employees are expected to maintain a neat and professional appearance during duty hours. Clothing that is disruptive to the work environment (i.e., loose, torn, soiled, or that presents a safety/health hazard to others) is not allowed.

2. Personnel will generally wear business casual attire and footwear that is compatible with their assigned position; jeans and athletic footwear are authorized.

3. In accordance with Title VII of the Civil Rights Act, 42 U.S.C. §2000e, exceptions for religious reasons will be made. Reasonable accommodations for medical needs will also be made. The Agency may not discriminate or enforce clothing standards based upon gender, age, cultural differences, or difference based solely on individual taste or opinion.

Section 5.11 – Other Considerations

1. The Agency may not arbitrarily suspend, curtail, revoke or restrict an employee's ability to fulfill a condition of employment.

2. All employees are authorized a Department of Defense Identification Card with "Civilian" indicated under the appropriate employment Agency (either US Army or US Air Force). The Identification Card will be issued within thirty (30) days of the employee's request.

Article 6

Union Rights

Section 6.1 – Recognition and Representation

1. The Union is the exclusive representative of all bargaining unit employees and has a right to be represented in negotiations, formal discussions, and meetings between employees and the Agency that concern conditions of employment, grievances, personnel policies and practices, or any other matter affecting general working conditions. The right to meet and confer will apply to all levels of management within the LANG and within the Union, starting with the Union Steward and the first level supervisor. It is the intent of the Parties to meet and confer at the lowest level for problem resolution. If the Parties at the initial point of contact feel resolution of a matter is outside their jurisdiction, the matter will be referred to a higher level. This includes Agency sponsored Committees/Meetings dealing with the subject at hand.
2. The Union's right to be represented does not extend to informal discussions between an employee and the Agency.
3. The Union may be allowed to participate and provide input, in a Pre-Decisional capacity, in meetings between the Agency and other entities/organizations, public or private, when the subject of said meetings concern the conditions of employment or working conditions of bargaining unit employees.
4. The Agency shall recognize all Officers and Representatives designated by the Union, to include National Representatives. Upon request, the Union will provide the Agency, in writing, a list of all current Officers and Representatives, to include Stewards.
5. The Union's primary point of contact for all matters is the designated State Representative, or any other representative appointed by the Union. The State Representative or designee will be given reasonable notice of and will be provided reasonable time to be present at formal discussions concerning any grievance, personnel policy or practice, or other general condition of employment.
6. The Agency shall not interfere in internal Union business. Internal Union business shall be conducted during non-duty hours, or while an employee is in a non-duty status.
7. The Agency agrees that there will be no restraint, interference, coercion or discrimination against Union representatives as a result of performing their authorized duties under the Statute, and that no employee will be reassigned as a result of participating in protected activity.
8. The Union, in consonance with its right to represent, may propose new policy, changes in policy, or resolutions to issues, involving conditions of employment or working conditions.

Section 6.2 – Changes Affecting Conditions of Employment

1. Except in situations arising out of Section 4.2, the Agency agrees to consult with the Union prior to implementing, modifying, or cancelling any personnel policy or procedure that affects employee conditions of employment. This section applies to any change of conditions of employment, regardless of the number of employees affected, to include situations where employees may be exposed to hazardous materials or conditions. In other words, even if the change affects a single employee, the Agency has a duty to comply with this section.
2. The Union will be provided a written notice of proposed changes sixty (60) days prior to the desired date of implementation. The notice shall be the Agency's finalized plan-of-action, and shall include the following:
 - a. Whether the proposal will be a new policy or practice, or if it is a change to an established policy or practice;
 - b. Justification for the proposal (why is it necessary); and,
 - c. What the immediate and long-term impact will be on employees and the Parties.
3. The Union will have thirty (30) days from receipt of the Agency's notice to submit a request to negotiate (if the subject is negotiable), or to bargaining on the impact and implementation thereof. Once the Union submits a timely request under this Section, the proposed change cannot be implemented until negotiations and/or bargaining have been completed IAW Section 6.3.
4. When the Agency is unable to provide timely notice IAW Paragraph 2 (above), the Parties will meet, prior to implementation of the changes, to determine how to modify the requirements of this Section, and to explore an alternate arrangement which will satisfy the Agency's need to expedite implementation of their change while at the same time honoring the Union's right to negotiate and/or bargain the proposed changes to conditions of employment.

Section 6.3 – Negotiation/Bargaining Procedures

1. The following procedures shall serve as generic ground rules, and shall be utilized when either Party requests to negotiate or bargain a matter affecting conditions of employment, regardless of whether the subject is covered by this Agreement, or not:
 - a. Each Party is responsible for determining the make-up of their negotiating team. The number of employees for whom official time is authorized shall be equal to the number of individuals designated as representing the Agency in any capacity during negotiations. This includes observers, runners, facilitators, and any other persons present in or during the negotiation sessions (in any capacity) on behalf of the Agency.
 - b. During negotiations, the Parties will signify agreement on each section by initialing the agreed upon section.

c. The names of each team member will be exchanged by the Parties in writing no later than forty-eight (48) hours prior to the beginning of negotiations. Any changes regarding team membership will be submitted to the other Party prior to the next negotiation session.

d. Union representatives will be on official time during all negotiations/bargaining sessions.

e. Once negotiation/bargaining sessions are completed, the Parties will sign and date the Agreement to indicate execution, and (if applicable) will submit the Agreement to DCPAS for Agency Head approval IAW Section 3.2.

f. Negotiations Impasse: When the Parties cannot agree on a negotiable matter and an impasse has been reached, the item shall be set aside. After all negotiable items on which agreement can be reached have been disposed of, the Parties will again attempt to resolve any impasse. Either or both Parties may seek the services of the Federal Mediation and Conciliation Service (FMCS). When the services of mediation do not resolve the impasse, either Party may seek the services of the Federal Service Impasses Panel (FSIP). Any proposals referred to the FSIP shall be deemed a provision of the executed Agreement upon receipt of an FSIP decision ordering adoption of the proposal.

g. Negotiability Question: At the time an item is declared non-negotiable by the Agency, the Union may submit to the Agency a request for their position on the non-negotiable item along with the Agency's rationale. The Union may then accept the Agency's declaration of non-negotiability or file an appeal with the FLRA. The rules and regulations of the FLRA will govern procedures for the filing of the appeal.

Section 6.4 – Past Practice (Established Practice)

1. A Past Practice is a longstanding frequent practice that is accepted and known by the Parties, that is not specifically included in this Agreement, and that does not contradict Federal law. This Agreement, Agency regulations, and Federal law take precedence over Past Practice and tradition when there is a contradiction.

2. Neither Party may unilaterally terminate an established Past Practice without providing notice and an opportunity to bargain IAW Section 6.2. It is the burden of the Party claiming the Past Practice to prove its elements.

3. When a Past Practice is determined to be contrary to Federal law, the practice must be stopped immediately. The Parties shall meet to bargain over the impact and implementation of the change.

Section 6.5 – Unfair Labor Practices (ULP)

1. The Parties agree that prior to submitting an Unfair Labor Practice (ULP) charge to the Federal Labor Relations Authority (FLRA), the charging Party will notify the other and request a

meeting in an attempt to resolve a suspected ULP. The meeting will be an informal attempt to resolve the matter(s) in dispute. If the charged Party fails to respond to the meeting request within the timeline specified in Section 2.4(3), the charging Party may proceed with the ULP.

2. When the Parties do meet in an attempt to resolve the dispute, if after fifteen (15) days from the initial notice a solution agreeable to both Parties has not been reached, the charging Party will then be allowed to file a formal ULP charge.

Section 6.6 – Steward Program

1. The appointment and management of Union Stewards is an internal Union matter.
2. Stewards shall be allowed a reasonable amount of Official Time IAW Section 6.7.
3. It is agreed that Stewards will carry out their duties in a way that does not interfere with the Agency's ability to accomplish the mission.
4. Stewards will be available for call back if needed and shall report to their supervisor immediately upon return.

Section 6.7 – Official Time and Travel of Union Representatives

1. Union Representatives shall be permitted a reasonable amount of time during their normal working hours without loss of leave or pay, to include travel to/from the location where the representational activity is taking place (as needed), to effectively represent employees in accordance with this agreement. For matters falling under 5 USC 7131(a) and (c), Union representatives shall be granted appropriate amounts of official time after submitting a written request and receiving advanced approval IAW this section.
2. Request for brief absences (less than 24 hours) shall be submitted by the employee directly to their immediate supervisor. Use of the form in Appendix B is recommended, but not required. The requester should state their destination, estimated time of return, and the nature of Union business. If the request cannot be accommodated due to mission requirements, the representative will be informed of the earliest possible time when they will be able to leave his/her work site. Union Representatives will be available for call back due to mission requirements. Use of email is acceptable.
3. Requests for prolonged absences (longer than 24 hours) will be coordinated by the Union through the Agency's labor relations office (LRO) via official memorandum. The LRO will then validate whether the request complies with this Agreement. If the request is not validated, the Agency will notify the Union as to why its request was not validated. If the request is validated, then the LRO will notify the respective supervisor(s) that a valid request for Official Time has been submitted on behalf of a particular employee(s). The validated request will serve as the employee's request for absence. Once a supervisor receives a validated request on behalf of an employee, they will notify the employee whether their absence request is approved, or not, based on mission requirements. If disapproved due to mission requirements, the representative

will be informed of the earliest possible time when they will be able to leave the work site. Use of email is acceptable.

4. Travel costs for Union Representatives will be the responsibility of the Union; however, if travel is pursuant to an Agency request, and the meeting location is outside of the Union Representative's commuting area, the Agency shall be responsible for travel costs IAW Department of Defense (DoD) Joint Travel Regulations (JTR).

5. Whenever an employee meets with the Union concerning a representational matter, and that meeting takes place during duty hours, reasonable notification shall first be provided to the employee's immediate supervisor prior to the employee ceasing performance of assigned duties. If the employee cannot be released at that time due to mission requirements, the Union will be informed of the earliest possible time when the employee will be available. Supervisor may not inquire as to the subject of the meeting and cannot deem the employee's release contingent on subject-matter knowledge. No notice is required when representational activities take place during non-work periods (i.e., before and after regular duty hours, during breaks, or during the lunch period).

6. The following conditions apply when a Union representative will be delayed in returning to their assigned work site after a period of approved Official Time IAW Section 6.7(1):

a. The employee is required to immediately notify the Agency of the circumstances surrounding the delay and the expected time/date that they will be available to return to work. The Union may provide initial notice to the Agency of a potential delay if, due to injury or other unforeseen circumstance, the employee is personally unable to provide the required notice.

b. If the delay is due to circumstances beyond the employee's control (e.g., commercial travel delays, sickness, or other unforeseen events), the employee shall secure supporting documentation for the delay from an appropriate authority (e.g., airline, car rental company, law enforcement, medical provider, etc.) and, upon return, shall submit an adjusted Official Time request to their supervisor so that their time card may be adjusted to reflect any additional time needed to cover their approved period of absence. Notwithstanding the annual limits in Section 6.7(1), there is no limit on the amount of time that may be approved to cover a delay or period of absence resulting from events beyond the employee's control.

c. When an employee's delay is caused by a commercial travel provider (i.e., airline, rail, bus line), and the delay exceeds twelve (12) hours beyond the originally-scheduled return date and time, the employee shall be eligible, upon request, for an additional four (4) hours of rest prior to returning to their assigned work site.

d. Delays and or absences from the worksite caused by the employee's neglect, negligence, or failure to observe regulations shall be charged to personal leave and may become the basis for disciplinary action.

Section 6.8 – Access to Facilities

1. Subject to normal security limitations, Union Representatives will be granted access to Agency facilities. The Union's request to access Agency facilities shall not be unreasonably delayed or denied. Requests for non-employee Union Representatives to access Agency facilities shall be coordinated through the Agency's LRO. Once approved, the LRO shall notify the affected facility of the Union's pending visit date and time.
2. The Union shall be allowed to conduct membership drives before and after duty hours, and during break and lunch periods. Access in conjunction with a membership drive shall be coordinated with the Labor Relations office and shall be limited to non-work areas such as a lunch/break room or other non-work areas where employees usually gather during periods of rest.

Article 7

Voluntary Allotment of Union Dues

Section 7.1 - Arrangements for Dues Deductions

1. Dues deduction will be accomplished IAW 5 USC §7115.
2. Employees eligible for bargaining unit membership may elect to pay Union dues by having the Agency deduct a pre-specified amount of monies from the employee's regular paycheck. This will be accomplished by filling-out form SF 1187 Request for Payroll Deduction for Labor Organization Dues form and forwarding the completed form to the Union. The Union will certify the amount of dues while completing the appropriate portions of the form and then forward the form to the Agency.
3. Allotments will become effective on the first full pay period commencing after receipt of the applicable form by the employee Payroll Office.
4. An allotment shall terminate when the employee leaves the unit as a result of any type of separation, transfer, reassignment, promotion or other action which would exclude the employee from the bargaining unit; upon loss of exclusive recognition by the Union; when the Agreement providing for dues withholding is suspended or terminated by an appropriate authority outside DoD, or when the employee has been suspended or expelled from the Union. Employees can make arrangements with the Union for other methods of payment (i.e., personal check, debit, or allotment through MyPay).
5. An employee may voluntarily revoke his/her allotment for the payment of dues by submitting an SF 1188 Cancellation of Payroll Deduction for Labor Organization Dues form directly to the Union. Once the request is validated the Union will submit the request to the Agency. Upon completion, copies will be provided to the employee, the Union, and to HRO (Labor Relations). By statute, dues allotments must be made for no less than one year.
6. Employees shall have the option of dues revocation on their first-year Union membership anniversary. After the first anniversary, dues may only be revoked in intervals of one (1) year, beginning on or after the first anniversary date of the allotment. The SF 1188 Cancellation of Payroll Deduction for Labor Organization Dues form must be submitted prior to the anniversary date, but no earlier than thirty (30) days, in order to be considered timely. Failure to submit the request within the timeframe specified herein will result in dues deduction continuing for an additional twelve (12) months.
7. Dues withholding arrangements as set forth in this Article will continue if this Agreement is not renegotiated by its termination date because of impasse, third party proceedings involving a negotiability dispute, or unit representation.

Article 8

Hours of Work & Compensation

Section 8.1 – Work Schedule

1. The Agency's shall observe a 4/10 Compressed Work Schedule (CWS) as follows:
 - a. Four (4) consecutive ten (10) hour days within a seven (7) day workweek, Tuesday through Friday, with Saturday, Sunday, and Monday being non-duty days.
2. Implementation of the 4/10 CWS shall be accomplished IAW applicable laws, rules, regulations, and this Agreement.
3. Any proposed changes to the work schedule that occur over the life of the contract must be negotiated IAW Article 6, Section 6.2, prior to implementation.

Section 8.2 – Reporting for Duty

1. Employees have a responsibility to report to work ready, willing, able, and in proper attire promptly at the beginning of their scheduled work period. Notwithstanding Sections 10.1(2) and 11.3(4), employees must be in their assigned duty uniform at all times during their work shift. Clean-up time authorized IAW Section 11.10 may not be used to change into or out of civilian clothes.
2. Except in the case of an emergency, employees will notify their immediate supervisor as soon as possible, but not later than two (2) hours after beginning of the work shift, of the conditions that prevented them, or will prevent them, from reporting to work on time. If the employee is incapacitated and/or physically unable to initiate contact, then the Agency may accept tardiness or absence notice from an employee's next of kin. The mere act of calling within the two (2) hour window does not automatically deem an employee's absence from work as excused. Unexcused tardiness may become the basis for disciplinary action.
3. When an employee cannot establish positive verbal contact with their first level supervisor, then employees should attempt to make contact with their next level of supervision, and continue to do so, until an Agency representative is reached, in order to provide notice. Co-workers cannot be used to relay information concerning tardiness or absence.
4. Tardiness and absence notices, regardless of the circumstances, should be provided verbally by the employee directly to their supervisor. However, employees may use other modes of acceptable communication, such as voice mail, email, and/or text messaging, as a secondary method of attempting to provide notice, or when all efforts to verbally contact the supervisor have been reasonably exhausted by the employee.
5. Tardiness and absences from duty of less than one (1) hour may be excused when the reasons are justified to the supervisor. When tardiness is not justifiable, or when tardiness or unexcused

absences from work of less than one (1) hour become habitual, an employee must be charged compensatory time, annual leave, leave without pay, or be placed in absence without leave status (AWOL). In addition, the absence may become the basis for disciplinary action. The employee will not be permitted or be required to work during any period for which leave is charged. Justifiable reasons are events, which are beyond the employees control such as abnormal traffic congestion, severe weather, or any other type of event that cannot be predicted.

6. Unexcused tardiness or absence of any duration shall be charged as absence without leave (AWOL). This includes Union representatives who are absent from their worksite without first receiving approval from their supervisor prior to leaving their worksite, except where obtaining prior approval is deemed impractical. Supervisors will notify employees of their determination that a tardiness or absence has been deemed unexcused, and that the absence may become the basis for disciplinary action.

7. All duties performed by an employee that are directly connected with the performance of his/her assigned position, including those duties deemed "other" in nature, are considered part of an employee's job requirements, or job duties, within the established hours of work.

8. An employee cannot volunteer or be required, compelled, or forced to perform his/her job duties without appropriate compensation, to include performing overtime work. Employees are also not permitted and cannot be required to work during any period for which leave is charged.

Section 8.3 – Lunch Periods and Breaks

1. A lunch period is a time during which an employee is entirely free from his work responsibilities. During this time, an employee is considered to be off duty. The lunch period should normally be scheduled at the same time each day, can be no less than thirty (30) minutes and no longer than one (1) hour in duration. Lunch periods will be scheduled not earlier than four (4) hours, but not later than six (6) hours after the start of the shift.

2. When Agency mission requirements prevent an employee from taking an uninterrupted lunch IAW paragraph 1 (above), an on-the- job lunch period of twenty (20) minutes or less may be counted as work time. On-the-job lunch periods are not considered off-duty. The employee will be compensated for his/her missed lunch period with an amount of Compensatory Time equal to the missed lunch period. Where such on-the-job lunch period is in effect, employees must spend the time in close proximity to their workstations and be available for work.

3. Fifteen (15) minute rest periods or breaks, during the first half and the second half of an employee's shift, will be granted. Rest breaks will not be deliberately scheduled immediately prior to or after lunch (as a way to extend the meal period), or at the beginning or end of the shift (as a way to shorten the workday). However, The Agency shall have discretion to adjust paid rest periods, as needed, to accommodate mission requirements.

4. At the direction of a supervisor, additional rest periods of a short duration, when such periods are deemed beneficial and/or necessary, are authorized.

Section 8.4 – Overtime Work

1. The Parties, in accordance with applicable laws and regulations, agree that occasionally the Agency will need employees to work in excess of their regular work hours (overtime) in order to meet mission requirements. Employees will be compensated for overtime work IAW applicable law regardless of whether the work is performed on a voluntary basis, or as directed (involuntary) by the Agency in order to support the Agency's mission.
2. Overtime work is any activity that an employee is required to accomplish or participate in, including mandatory meetings or events scheduled and/or hosted by the Agency or its representatives, which require an employee to be present at the worksite prior to the beginning of their regular duty day, or require an employee to remain at the worksite after their regular duty day ends.
3. Requiring employees to arrive at the worksite prior to start of their shift in order to make ready for work or causing employees to remain at the worksite beyond the end of their shift in order for them to accomplish personal or shop clean-up and tool turn-in is considered compensable overtime work. These types of activities are considered part of the work process and should be accomplished during regular duty hours.
4. Overtime requirements will be announced as far in advance as possible to allow employees the opportunity to make suitable arrangements in order to perform the overtime work.
5. The Agency will make every effort to direct or assign employees overtime on an equal basis and shall take into consideration the nature of the work, the need for special skills, the priority of productive or support effort, and the numbers of employees required. In no case will overtime work be directed or assigned to any employee as a reward or punishment.
6. The Agency should make every effort to seek qualified volunteers prior to mandating that an employee performs overtime work. In the event there are insufficient qualified employee volunteers willing to perform overtime work, the Agency has the authority to direct an employee to work overtime to meet the Agency's mission requirements.
7. Except during periods of emergency IAW Section 4.2, the Agency shall provide affected employees not less than forty-eight (48) hour notice to schedule involuntary overtime time, 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.
8. Supervisors will also take into consideration any personal hardships that overtime work may cause the affected employee(s) and will make every effort to accommodate said hardships. These include issues such as childcare, school, transportation to and from the workplace (especially if an employee participates in car-pooling), and distance from the employee's home of record to the worksite.
9. Employees scheduled to work overtime will be notified of any cancellation of the overtime requirement by the end of the preceding workday, when possible. Employees scheduled to work

overtime on any non-duty day will be notified of any cancellation as soon as it is known but not later than 1200 hours on the preceding duty day, if possible.

10. It is agreed that when overtime follows a regular work shift, an employee is authorized a fifteen (15) minute paid break at the beginning of the overtime period and a thirty (30) minute non-paid meal break to begin no later than two (2) hours after the overtime period begins.

Section 8.5 – Call Back

1. Call Back is the act or an instance of requesting that an off-duty employee report to work and perform his duties on a day when work was not scheduled, or after his regular workday is over.

2. Unscheduled call back work performed by an employee is deemed at least two (2) hours in duration for compensation purposes.

3. If an employee is on scheduled leave and called back to work, a corrected leave request will be submitted to the Timekeeper upon the employee reporting to work.

Section 8.6 – Stand-By and On-Call Duty Compensation

1. In order to deal with situations occurring after regular duty hours, employees may be placed on either a stand-by or on-call duty status.

2. The Agency may establish routine prohibitions regarding alcohol consumption, and may restrict the use of specific prescription or over the counter drugs which are allowed, in order to ensure employees maintain the ability to perform work.

Stand-By Duty

1. Stand-by duty imposes significant restrictions on employees and should only be used when coverage is required because of imminent risk, with a near immediate response required.

2. Employees are placed in stand-by for predetermined specific amounts of time. This period may encompass both regular duty hours and non-duty hours. Employees placed on stand-by duty will receive compensation for the period spent on stand-by outside their regular tour of duty.

3. The employee must be officially ordered by the Agency to remain at his/her station; either:

a. Restricted to their assigned duty or to quarters other than their home of record;

b. Restricted to his/her own residence; or,

c. Restricted to another, specifically designated duty location by a formal order.

4. The employee must remain in a state of constant readiness to perform work at all times during the stand-by period. Regulations governing stand-by duty restrict employees on the use of their

non-working hours to such an extent that they may not use those hours effectively for their own purpose. employees are allowed to prepare and consume a meal, read, listen to the radio, watch television, sleep, or participate in any similar activity that will not interfere with the ability to perform the work of his/her position, so long as he/she does not leave the premises. It is not permissible for the employee to go shopping, go to a restaurant, or to a movie, whether on or off base, even if the employee provides a telephone number for call- in.

5. Assignment to a remote location is not enough to confer stand-by status; there must be a formal order issued by the Agency initiating stand-by duty and restricting the employee's location, movement and activities.

6.. The employee cannot make arrangements to have someone else cover the duty.

7. The total amount of sleep and mealtime that may be excluded from hours of work may not exceed eight (8) hours in a twenty-four (24) hour period. If sleep time is interrupted by a call to work, the time spent on duty is considered hours of work.

On-Call Duty

8. Employees should only be place in on-call status when there is a need anticipated, but there is no immediate or specific threat present. Employees may be placed in an on-call status for specific periods of time covering non-duty hours only. On-call status imposes fewer restrictions than stand-by. However, employees must satisfy all three of the following requirements:

- a. Retain the ability to perform his/her work;
- b. Remain within the commuting area of the duty station; and,
- c. Be able to be reached immediately either by telephone landline or cellular communication.

9. Employees in on-call status are allowed to make arrangements for another employee to report in his/her place.

10. Employees in an on-call status will receive compensation only for all hours actually worked while on-call. Employees will not receive any compensation for merely being on-call.

11. On-call duty does not restrict an employee to a specific physical location. Employees may move about freely so long as they can be reached and are within the commuting distance call-back radius.

Section 8.7 – Other Considerations

1. Night Shift Differential, Sunday and Holiday Premium pay will be computed IAW applicable laws.

2. IAW Federal law, and to the extent that modifications in work schedules do not interfere with the efficient accomplishment of an Agency's mission, an employee whose personal religious beliefs require that he or she abstain from work at certain times of the workday or workweek must be permitted to work alternative work hours, so that the employee can meet the religious obligation.

Article 9

Leave

Section 9.1 – General Provisions

1. An employee's request to take earned leave will normally be granted as requested unless the supervisor determines that the employee's presence is required to meet mission requirements.
2. Employees are encouraged to apply for leave as far in advance as possible; however, there is no set requirement on how far in advance a request must be submitted in order for it to be approved.
3. Approval or denial of employee leave requests are based solely on the Agency's mission requirements at the time the request is submitted. If an employee has sufficient leave to cover the period of absence, and their absence will not negatively impact the Agency's mission then the supervisor shall approve the request.
4. An employee may cancel previously requested leave at any time.
5. All leave requests (paid and unpaid) shall be submitted using OPM Form 71, or its equivalent.
6. Leave entitlements not specifically addressed in this contract will be done IAW applicable law and regulation.
7. The minimum charge to leave allowed for all earned leave categories is fifteen (15) minute increments, or one-quarter (0.25) of an hour.
8. Advance leave (either annual or sick) is not an entitlement; however, the Agency may not arbitrarily deny an employee's request solely based on the fact that there is no entitlement to advanced leave. The determination to approve or deny an advanced-leave request shall be based on the individual circumstances of the employee making the request. When submitting a request for advanced leave the employee shall include:
 - a. Justification for the request to include any/all supporting documentation; and
 - b. Whether the employee will suffer serious financial harm if the requested advanced leave is not approved. To support a claim of serious financial harm the employee must be able to demonstrate that the situation requiring their absence from work will result in their being absent for a minimum of eighty (80) or more consecutive hours in a non-paid status.

Section 9.2 – Annual Leave

1. Supervisors will approve or disapprove properly submitted requests for non-emergency annual leave as soon as possible. If a request is disapproved, the reason will be documented on the OPM

Form 71, or its equivalent, and the employee will be notified immediately. The supervisor will work with the affected employee to reschedule the disapproved leave as necessary.

2. Annual leave requests for emergency reasons will be considered on a case-by-case basis and may be granted even if the employee's absence will have a negative impact on the Agency's mission. Employees will notify their supervisor as soon as possible of the emergency situation stating the reason for the request and the time they desire to be absent from work.

3. When two or more employees from the same work section submit a leave request covering the same period of absence, and mission requirements prevent approval of all requests, the following procedures will apply:

a. If the request is submitted less than eight (8) week in advanced, approval will be granted on a first come first served basis. However, supervisors shall consider the prior leave requests and approvals of the employees affected to ensure fair execution of the annual leave program.

b. If the request is submitted more than eight (8) week in advanced, the senior employee based on their service computation date (SCD) will have priority for approval:

(1) Service computation dates may be invoked only one time during a calendar year.

(2) The Agency or designated representative (supervisor) will notify the employees concerned of the decision at least seven (7) weeks in advance of the leave requested.

4. Employees may exhaust all of their annual leave balance during one continuous period of absence and for any reason, insofar as mission requirements permit. Supervisors cannot require that employees maintain a minimum annual leave balance. Supervisors also cannot require that employees provide a reason or justification for non-emergency annual leave in order to approve their request.

5. Supervisors or employees may request the carry-over of use/lose leave if the mission dictates that leave cannot be used before the first pay period of the new calendar year; however, approval is not an entitlement.

6. Once approved, annual leave should not be cancelled unless the employee's presence is necessary to meet mission requirements. Prior to cancellation, the supervisor shall consider any personal or financial hardship to the employee to include the potential loss of deposits or payments made to vacation providers and retailers including hotels, airlines, cruise ships, etc. The supervisor shall provide justification for any cancellation decision and will work with the employee to mitigate any personal or financial hardship caused, to include delaying the employee's return if such a delay will not have a significant impact on the Agency's ability to accomplish the mission.

7. Employee requests for advanced annual leave shall be made in writing through their supervisor to the HRO. The request will include the number of hours applied for and justification IAW Section 9.1(8). The maximum amount of annual leave that can be advanced is limited to the amount of annual leave an employee would accrue for the remainder of the leave year. Advance annual leave is not an entitlement. Employees will be required to repay the amount of advance leave for which he or she is indebted in the event they separate from Federal service prior to accruing the amount of leave advanced.

Section 9.3 – Sick Leave

1. Employees shall earn and be granted sick leave, or advanced sick leave, IAW applicable law and regulation.

2. A supervisor may require a medical certificate to support use of sick leave for three (3) consecutive days or more. When requested, an employee must provide administratively acceptable evidence or medical certification within fifteen (15) days of the Agency's request. If the employee is unable to provide evidence, despite the employee's diligent, good faith efforts, he or she must provide it within a reasonable period of time, but no later than thirty (30) calendar days after the Agency makes the request. If the employee fails to provide the required evidence within the specified time period, he or she is not entitled to use sick leave.

3. An employee's signed statement certifying that the period of absence is chargeable to sick leave may be accepted when it is unreasonable to require a medical certificate. Circumstances under which an employee's signed statement is acceptable in lieu of a medical certificate are:

a. Inability to secure an appointment with a medical professional during the period of incapacitation.

b. Remoteness of the medical facility.

c. Temporary illnesses if the nature of illness would not necessarily require the services of a medical professional (e.g., common cold or other instances of temporary non-emergency conditions).

d. If acquiring a medical certification would cause a financial hardship.

4. If there is a reasonable suspicion that sick leave is being abused, the Agency reserves the right to require a medical certificate for sick leave of any duration. However, in such cases, the Agency shall counsel and advise the employee, in writing, of their suspicion that sick leave is being abused and that a medical certificate will be required to support any future approval of sick leave regardless of duration. This notice will contain the reasons the employee is required to furnish a medical certificate and shall provide the employee an opportunity to provide rebuttal evidence to dispute the charge of sick leave abuse. Supervisors will review the sick leave record of those employees suspected of sick leave abuse every six (6) months to determine if this requirement should continue. The employee will be advised, in writing, of the supervisor's determination.

5. Employee requests for advanced sick leave shall be made in writing through their supervisor to the HRO. The request will include the number of hours applied for and justification IAW Section 9.1(8). The maximum amount of leave that can be advanced will be IAW current Federal regulations. Employees will be required to repay the amount of advance leave for which he or she is indebted in the event they separate from Federal service prior to accruing the amount of leave advanced.

Section 9.4 – Compensatory Time

1. Compensatory Time (CT), including CT for travel, shall be earned and granted IAW applicable law, rule, and regulation. Employees shall earn CT in increments of one-quarter of an hour (15 minutes). CT should be used before Annual Leave unless the employee is in a use/lose leave status. Additional guidance for CT (Overtime Work) is addressed in Article 8.4.

2. An employee must use accrued compensatory time off by the end of the twenty-sixth (26th) pay period (one year) after the pay period during which it was earned. Dual status technicians who fail to use their accrued compensatory time will forfeit their CT, unless it is due to a requirement of service (civilian or military) beyond the employee's control.

Section 9.5 – Leave Without Pay (LWOP)

1. An employee's request for leave without pay may be granted as follows:

a. When serving as an officer, employee, or representative of the Union:

(1) An employee who has been duly elected or appointed as a Union Officer or Delegate, and whose official Union duties may require an extended absence from their regular position, may be granted annual leave and/or leave without pay upon request, not to exceed four (4) cumulative years, pursuant to a sixty (60) day written notice. LWOP shall not be granted for the purposes of political campaigning.

b. To deal with personal matters or emergencies.

2. Employees are entitled to LWOP for the following purposes:

a. The Family and Medical Leave Act of 1993 (FMLA), provides covered employees with an entitlement to a total of up to twelve (12) weeks of unpaid leave (LWOP) during any 12-month period for certain family and medical needs. Military caregiver leave allows an eligible employee who is the spouse, son, daughter, parent, or 'next of kin' of a covered veteran with a serious injury or illness to take up to a total of twenty-six (26) workweeks of LWOP during a 'single 12-month period' to provide care for the veteran.

b. The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) provides employees with an entitlement to LWOP when employment is interrupted by a period of service in the uniformed service.

c. Executive Order 5396, July 17, 1930, provides that disabled veterans are entitled to LWOP for necessary medical treatment.

Section 9.6 - Excused Absences (Administrative Leave)

1. Excused absences may be granted IAW applicable laws and regulation. The intent of an excused absence is to provide for authorized brief absences from duty without loss of pay and without charge to other paid leave.

2. The Agency has the authority to grant or disapprove requests for excused absences.

3. Excused absence may be granted for the following non-exclusive reasons:

a. To comply with an examination (medical or academic) directed by the Agency to determine civilian and/or military medical qualification or disability of an employee, including but not limited to:

(1) Medical exams, including hearing and vision, and/or periodic physicals related to an employee's assigned duties.

(2) Dental exams required of dual-status technicians by their respective military service will be limited to two (2) doctor's visit per year. The amount of excused absence granted shall be the amount of time needed to cover the medical appointment, plus the amount of time needed to cover travel to and from the employee's assigned duty station and the medical facility.

(3) Medical Appointments for Service-Connected Injuries or Disabilities: Employees who do not qualify for Disabled Veterans Leave (DVL) may request up to eighty (80) hours of administrative leave (excused absence) per calendar year as a reasonable accommodation in order to attend these types of medical appointments that meet the criteria below:

i. The employee is a dual-status technician and has a service-connected injury or disability managed by the Veterans Administration (VA), or accepted under a line-of-duty (LOD) determination managed by the LANG.

ii. The medical appointment must be related to an injury or illness incurred as a result of service in the Armed Forces of the United States and must be at a facility approved or designated by the VA or the Agency to evaluate or treat the employee.

iii. Unless directed otherwise, each request for excused absence must be submitted separately.

iv. The amount of excused absence granted shall be the amount of time needed to cover the medical appointment, plus the amount of time needed to cover travel to and from the employee's assigned duty station and the medical facility.

v. The employee is responsible for providing the required documentation to justify an excused absence request IAW this policy. Excused absence cannot be granted unless the criteria above are satisfied. When the criteria cannot be satisfied prior to attending a VA or LOD medical appointment, the employee shall be placed in an appropriate leave status to cover the period of absence. However, an employee may subsequently provide the required documentation at which point their time and attendance record shall be promptly corrected to reflect the appropriate duty status.

vi. Once a request is submitted the Agency will consider the following factors to determine the appropriateness of the excused absence request:

A. Prior use of excused absence under this policy (if any) and whether it would be more appropriate for the employee to be on Warrior Transition Active Duty status or some other active status as determined by a line of duty (LOD) investigation.

B. Whether the employee has abused this or any other leave program. Prior leave abuse may become the basis for disapproval of a request under this policy, even if the request meets all the criteria above.

C. Disapprovals may be grieved IAW Article 12.

D. Employees should be aware that any administrative leave granted by this section counts against the maximum annual limit of eighty (80) hours authorized under 5 CFR § 630 Subpart N, and that use of this type of administrative leave for VA appointments may affect your ability to request administrative leave for other purposes such as voting, donating blood, reviewing your personnel file, or to attend other events.

b. To vote or register in civic elections or in civic referendums which directly affect the town, ward/precinct, district, county, or state in which the employee's home-of-record is located.

(1) An employee may be excused from duty up to three (3) hours after the polls open, or to leave work three (3) hours before the polls close, whichever results in the lesser amount of time off.

c. To volunteer as blood or apheresis (i.e., plasma) donor, without compensation, to the American Red Cross, to military hospitals, or other blood banks, or in response to emergency calls for needy individuals or national catastrophes.

(1) Employees may be authorized a maximum of four (4) hours excused absence for blood donations.

(2) This excused absence is authorized once every sixty (60) days and is for the express purpose of donating blood or blood products and recuperation.

(3) Any leave granted must be utilized at the time of the donation and may not be taken at a later date.

(4) A longer period may be authorized only when required for donor recuperation purposes.

d. To review their personnel records in order to fulfill administrative responsibilities in connection with transfers (civilian or military) within or separations from the Agency.

(1) Time authorized under this sub-paragraph is limited to six (6) hours per calendar year.

(2) Travel time in connection with activities under this sub-paragraph does not count against the six (6) hour annual limit.

e. For dual-status technicians of the Army National Guard, to secure a Department of Army (DA) photograph when such photograph is required due to the employee's membership in the LA ARNG.

Section 9.7 – Dismissals Related to Hazardous Weather and Other Emergency Conditions

1. When hazardous weather or other emergency conditions (i.e., loss of power, water, or heat) are affecting, or are forecasted to affect, an employee's home of record or worksite, the Agency may approve an employee's request for leave so that they may take care of their personal affairs.

2. The Agency shall, at TAGs discretion, assign administrative leave status when an employee is prevented from reporting to duty, or is dismissed by the Agency prior to the end of the duty day, because hazardous weather or other emergency conditions make it unsafe or impractical for the employee to either travel from their home to the worksite, remain at the worksite, or travel from the worksite to their home.

a. If an employee requests leave under Paragraph 9.7(1) prior to an administrative dismissal being authorized under Paragraph 9.7(2) then they will be charged leave until the time set for dismissal.

b. If an employee is already scheduled to be absent for the entire work shift on a day when administrative leave is approved under this section then the entire absence is charge to the appropriate leave status requested and they will not be eligible for administrative leave.

3. Unless notified otherwise, employees are to presume that their worksite will be operational each regular workday regardless of weather or other emergency conditions.

Section 9.8 – Funeral Leave

1. An employee is entitled up to three (3) consecutive or non-consecutive workdays to make arrangements for, or to attend, the funeral or memorial service for a qualifying family member, as defined by 5 CFR § 630.803, who died as a result of wounds, disease, or injury incurred while serving in a combat zone (IAW 26 USC § 112) as a member of the Armed Forces of the United States. The employee shall furnish justification for scheduling nonconsecutive days.

Section 9.9 – Leave in Conjunction with Military Duty

1. An employee who is also a member of the Reserve Component is authorized fifteen (15) days, or one-hundred and twenty (120) hours, of military leave each fiscal year to cover periods of absence from work in order to perform military duty. However, employees are entitled to use any combination of military leave, annual leave, compensatory time, time-off awards, or leave without pay (LWOP) in conjunction with military duty performed during their regular duty hours. The following guidance applies:

a. Military duty includes training or duty such as active duty for operational support (ADOS), annual training (AT), and other Federal duty statuses approved by law. Normally, these duty periods are equal to one twenty-four (24) hour period of duty, or one day.

b. Employees performing military duty during their regular workweek will be charged an amount of leave necessary to cover the portion of their civilian work shift affected by the active duty period.

c. Military leave may not be used to cover periods of state active duty (SAD). However, employees may use any other leave status mentioned in paragraph 1 (above) to cover the period of absence as a result of SAD, as well as law enforcement leave (LEL) as described in paragraph 3 (below).

2. When using leave in conjunction with Inactive Duty Training (IDT) periods:

a. IDT is training or duty other than active duty. This includes Unit Training Assemblies (UTA), and MUTA (Army) periods.

b. IDT is scheduled in a minimum of 4-hour increments. Up to two (2) IDT periods may be scheduled in one day. For example, a normal UTA is scheduled over the course of two non-work days (usually Saturday and Sunday), and is equal to four IDT periods. On occasion, employees may be required to perform IDT, such as a MUTA 5 or 6 during their regular workweek.

c. Employees performing IDT during their regular workweek, and at their civilian duty station, will only be charged the amount of leave necessary to cover the period of training. The length of the duty period is calculated based on the time the employee was required to report for military duty until the time they were dismissed from said duty. If an employee is dismissed from military duty prior to the end of their regular civilian work shift, the employee will be required to return to fulfill their civilian duties until normal dismissal time. Employees who choose to leave the worksite immediately after their military duty period, but prior to the end of their civilian duty day, will have to cover the period of absence with an appropriate amount and type of leave.

d. Employees whose IDT unit location is separate from their normal worksite will be allowed to use an amount of leave necessary to cover both the period of training and any necessary travel. The time allowed for travel is whatever amount of time is reasonably needed to arrive at the duty location.

3. An employee who is also member of the National Guard, and who has been called to duty in support of law enforcement, or to provide assistance to civil authorities in the protection of life, the prevention of injury, or the protection of property is entitled to one-hundred seventy-six (176) hours, or twenty-two (22) days, of additional military leave each calendar year, otherwise known as law enforcement leave (LEL).

a. Employees are not authorized to retain both their military and civilian pay when using LEL.

b. The offset rule requires that an employee's civilian pay be reduced by an amount equal to the military pay (not including travel, transportation, or per diem allowance) received for military service while in an LEL status. In other words, full military pay is received, but the offset rules require a crediting of the military pay against civilian pay, thus, reducing the employee's civilian pay.

c. Civilian pay is not reduced for military pay received for service on non-workdays.

d. A copy of the employee's active duty orders and a certificate of attendance must be furnished to their civilian payroll office in conjunction with their time and attendance record for each period during which LEL is used.

e. Carryover of all or a portion of the one-hundred seventy-six (176) hours is not permitted.

4. An employee who is also member of a Reserve Component is entitled to use forty-four (44) days of military leave, or three-hundred fifty-two (352) hours, without loss of, or reduction in pay, leave to which otherwise entitled, credit for time or service, or performance efficiency rating for days in which serving on active duty without pay. The active duty must be performed under Title 10 U.S.C. 12301(b) or 12301(d) for participation in operations outside the United States, its territories and possessions.

a. The leave is charged in units of whole hours on the same basis as annual and sick leave. Holidays and non-workdays are not charged.

b. Employees may also use annual leave, compensatory time, or leave without pay in conjunction with the 44-day leave.

c. The entitlement is on a calendar year basis. There is no entitlement to carry over any unused military leave from one year to the next.

d. While on 44-day military leave, employees receive their civilian pay for time they would otherwise be in a paid civilian duty status.

e. Members are entitled to military retirement points and medical coverage while on military duty in a non-pay status.

f. Employees must elect prior to deployment the period during which they will use the 44-day military leave and other appropriate leave.

g. Employees must initiate/request the use of the 44 workdays of ML and/or other appropriate leave by submitting an OPM Form 71 (or its equivalent) and a copy of their military duty order prior to deployment. Requesting leave is the responsibility of the employee and must be requested in advance of use – not retroactively.

5. The following guidance applies to dual-status technicians, only:

a. Readiness Management Periods (RMPs) shall be carried out IAW applicable laws, rules, regulations, and this Agreement.

6. The Agency may implement policies and procedures that govern the justification, scheduling, and use of military leave under this section. However, those procedures may not interfere with an employee's right to use earned military leave. Any such policy or procedure shall be negotiated with the Union IAW Section 6.2 prior to implementation.

Section 9.10 – Court Leave

1. Employees are authorized court leave with pay when summoned in connection to serve as a juror; or as a witness in a nonofficial capacity on behalf of any party in connection with any judicial proceeding to which the Federal, State or local government is a party.
2. If an employee is on annual leave when called for jury duty or witness service, court leave shall be substituted. No charge shall be made to annual leave for the court service.
3. An employee who is under proper summons from a court to serve on a jury should be granted court leave for the entire period, regardless of the number of hours per day or days per week the employee actually serves on the jury during the period.
4. Jury service for which an employee is entitled to court leave does not include periods when the employee is excused or discharged by the court, either for an indefinite period, subject to call by the court or for a definite period in excess of one (1) day. Therefore, an employee may be required to return to duty or be charged annual leave if excused from jury service for one (1) day or even a substantial part of a day. The employee may not, however, be required to return to duty if it would cause a hardship.
5. When an employee is called for court service (as a witness or juror), the court order, subpoena, or summons, if one was issued, must be presented to the supervisor as far in advance as possible.
6. The employee cannot retain fees received for jury duty and witness service performed. The employee must submit fees received for jury or witness service by money order or personal check to the Agency. A certificate of attendance from the clerk of the court must also be submitted. The certificate shows inclusive dates of jury duty or witness service and amount of fees the court paid to the employee. The certificate of attendance, separately, should identify fees and allowances.
7. Fees received by the employee are collected while allowances are not collected. If the certificate of attendance does not identify allowances separately, all moneys are considered fees and shall be collected.
8. The employee may keep reimbursements for expenses received from the court, authority, or party that caused the employee to be summoned, and may keep fees that exceed the employee's compensation for the days of service. An employee serving on a jury in a state or local court who waives or refuses to accept jury fees is still liable to the U.S. Government for the fees that would have been received.

Section 9.11 – Voluntary Leave Transfer Program

1. No later than thirty (30) days after approval of this Agreement by DCPAS, the Agency shall establish procedures to allow for the accrued annual leave of one or more employees to be transferred for use by another employee within the Agency who needs such leave due to a serious medical condition. Leave donated must be accrued and available at the time of donation.

Employees may not donate leave to an immediate supervisor. Interagency leave transfer (i.e., between two employees working for different Federal agencies) is permitted if both the recipient and donor are family members.

2. A serious medical condition as used herein pertains to either an employee or the care of a family member that will require an employee's absence from duty for a prolonged period of time resulting in a substantial loss of income to the employee due to the unavailability of paid leave.

3. The maximum amount of annual leave that may be donated during the leave year shall be the lesser of:

a. One-half of the amount of annual leave the donor would be entitled to accrue during the leave year in which the donation is made; or,

b. The number of hours remaining in the leave year (as of the date of the transfer) for which the leave donor is scheduled to work and receive pay.

Note: These limitations may be waived according to the Agency's established written criteria. The waivers shall be documented in writing.

4. Donated leave may only be used by the intended recipient and may not be used for any purpose other than prolonged absences caused by a verified serious medical condition.

5. Upon termination of the serious medical condition, the unused donated leave shall be transferred pro rata back to each donor who may then elect to:

a. Credit the unused donated annual leave to their annual leave account in either the current leave year or as of the first day of the first leave year beginning after the date of election; or

b. Donating unused donated leave in whole or part to another leave recipient.

Article 10

Military Aspects of Employment

Section 10.1 – Uniform Appearance

1. The Parties agree that performing duties as a dual status (DS) technician requires wear of the uniform appropriate for the member's grade. Technicians will adhere to appropriate appearance standards, customs, and courtesies of their respective military service.

2. Employees are not required to wear the military uniform under the following situations:

a. During non-duty hours

b. When on Official Time acting as a Union Representative.

c. While appearing as an aggrieved employee or Union witness before a third-party proceeding.

d. While wearing maintenance coveralls. However, the wear of maintenance coveralls shall be confined to the grounds of the employee's assigned duty location, to include maintenance areas (i.e., maintenance bays, wash racks, motor pool and staging areas, the flight line, or anywhere else where an employee accomplishes maintenance tasks) and common areas (i.e., maintenance offices, break and lunch rooms, restrooms, smoking areas, and any other common areas not considered a public space). Employees must be in proper military attire at all other locations during duty hours.

(1) When the Agency has provided an employee with the appropriate and necessary gear, the employee will only be allowed to wear the issued item, unless the item issued by the Agency does not meet the minimum protection requirements for its intended use.

(2) If the Agency has failed to provide employees with necessary safety/clothing accessories and also restricts employees from wearing non-Agency issued items, an employee may invoke Section 11.4(6).

3. The Agency will provide eligible employees a total of four (4) sets of their primary duty uniform and all accessories required for proper uniform wear IAW military regulations as follows:

a. Uniforms will be provided 'ready-to-wear' to include emblems/patches/ribbons, nametags/tapes, insignia, etc. as required by regulations.

b. All other clothing accessories such as undershirts and socks, ties, gloves, shoes/boots, hats, etc. as required by regulations.

c. Cold and foul weather gear as provided in Section 11.3(6).

d. Items shall be replaced on a fair wear and tear basis. Employees are highly encouraged to procure fair wear and tear replacement items as soon as the item becomes unserviceable. Employees who delay procuring replacement items until their entire stock of uniforms is unserviceable may experience delays in having items issued and may become responsible for purchasing their own items in order to comply with their requirement to report to work in the appropriate duty uniform.

Section 10.2 – Medical Requirements

1. Medical requirements associated with technician employment, to include immunizations or testing under a substance abuse program, will be accomplished IAW NGB policy.

2. Normally, when a dual-status technician loses their military membership as a result of being medically or physically unfit for duty they are subsequently terminated from their technician position for failure to meet a condition of employment. However, an employee who is pending disability retirement may request to be retained in their current position until the end of the pay period in which OPM adjudication is received:

a. Employees who qualify for continued retention under this provision will be formally notified by the Agency at least thirty (30) days prior to their separation date.

b. If the employee wishes to be retained, they must submit a request in writing prior to their separation date, and must:

(1) Specify that they intend to apply for an OPM disability retirement; and,

(2) Specifically request to be retained until OPM adjudication is received.

c. Once the Agency receives an employee's timely request, they will conduct a review to determine if the employee is able to continue in their current position or if any reasonable accommodations can be made to reassign the employee to an alternate position pending OPM adjudication.

d. Employees who are retained will be advised that:

(1) They must continue to perform their duties at fully successful level;

(2) They are subject to administrative action for cause, up to and including termination for unacceptable behavior.

Section 10.4 – Uniformed Services Employment and Reemployment Act (USERRA)

1. The Agency will abide by all the requirements of 38 USC Chapter 43. The Agency also may not implement or enforce requirements or conditions on an employee's service in the uniformed services that are more restrictive than those contained in the USERRA statute.
2. Under no circumstance can the Agency require that an employee resign from their position as a condition of entering active military service under Title 10 or Title 32, to include as a condition of accepting an Active Guard Reserve (AGR) or Active Duty Operational Support (ADOS) tour.

Section 10.5 – Other Military Considerations

1. For dual-status technicians, the assignment of military-type duties/tasks while the employee is in a civilian duty status shall be accomplished IAW applicable law, rule, regulations, the individual technician's position description, and this Agreement.
2. Technicians may not attend military technical training schools in civilian status. Attendance at these schools must be in a military active duty status in order for attendee to achieve successful completion of the training requirements.
3. Military grade/rank inversion is not allowed. As such, a dual-status technician's military rank/grade must be equal to or lower than that of their immediate supervisor. However, an employee may not suffer an adverse personnel action due to rank inversion resulting from an involuntary personnel action. Military grade/rank inversion does not apply to Wage Leader (WL) or Work Leader positions because these do not meet the legal definition of "supervisory" with regard to assigned duties and responsibilities. Military grade/rank inversion also does not apply to 'Title 5' employees, even if the employee is a member of the National Guard or Reserves.
4. Maximum military rank/grade requirements for DS technician vacancies will be included as part of vacancy announcements to comply with grade/rank inversion restrictions. However, the Agency may not limit the minimum rank/grade that an applicant may pose for non-supervisory and non-managerial vacancies.

Article 11

Safety & Occupational Health

Section 11.1 – General Provisions

1. It shall be the responsibility of the Agency, the Union, and employees to observe all safety precautions and maintain the standard of safety established IAW applicable laws, regulations, and safety and occupational health policies.
2. The Parties agree to exert every reasonable effort to provide and maintain a work environment conducive to the safety and well-being of all employees, and to provide safety and health training for all employees IAW applicable laws, rules, and regulations.
3. All rules, laws, and regulations pertaining to safety and health shall be available within the employees work site and will be adhered to by all employees.
4. Except during emergencies, hazardous tasks shall only be assigned to and performed by employees who have received appropriate briefings, instructions, and training pertinent to the hazardous tasks to be performed. The performance of hazardous tasks shall incorporate all immediately available safety precautions and devices.
5. The Union agrees to cooperate in these efforts and encourage employees to work in a safe manner, obey established safety policies, and directives, and wear the required safety equipment.
6. The Union shall be allowed to be present at local and state level (e.g. Federal Employee Compensation Act Workgroup) meetings where employee safety matters are discussed. The Agency agrees to consider all recommendations of the Union relative to basic policy on safety and health.
7. The cost and responsibility for cleaning and repair of protective clothing and equipment contaminated with or by controlled waste material shall be borne and provided by the Agency.
8. The Agency shall ensure that each work site meets the following minimum standards:
 - a. Serviced by permanent electrical, water, and gas (as applicable) utility providers;
 - (1) Reliance on temporary utilities (e.g., portable electrical generators or portable water containers) is acceptable when the Agency has secured certification by competent authority that the temporary utilities meet the minimum requirements to operate all building systems needed for safe operations.
 - b. Adequate cooling and heating is provided IAW Section 16.2(5)(b);

c. Facility complies with all Federal, state, and local requirements for safe occupancy by humans. This includes having functioning and required safety and/or life-saving equipment and systems, to include but not limited to:

- (1) Fire detection, warning, and suppression;
- (2) Decontamination and spill containment (i.e., eye wash stations, spill kits, etc.); and,
- (3) First aid kits.

d. Inspections and/or certificates for all items in subparagraph c (above) on hand and current. The Agency shall also ensure that employees receive the training required to operate or use all the items or systems listed in c.

e. All facilities constructed after January 1981 where employees work and/or congregate are free of, or remediated from, materials and/or chemicals that are known health hazards (i.e., asbestos and other types of hazardous materials) by competent authority.

f. Safety signs, programs, equipment, documents, regulations, and postings (i.e., exit signs, lockout-tagout program, SDS, bulletin boards with OSHA posters, etc.) on site and up-to-date as required by Federal, state, and local laws and regulations.

g. Declared emergencies notwithstanding, Permanent personal hygiene facilities at each worksite. This includes access to latrine and shower facilities, segregated by gender, that are adequately cleaned/maintained, powered, and stocked with supplies, and which have ready access to potable drinking water.

- (1) When permanent facilities are not available, the Agency may provide temporary portable latrine, shower, and mobile drinking water, and shall provide for the regular cleaning/maintenance and replenishment of supplies until permanent facilities are provided or restored. When neither permanent nor temporary portable hygiene facilities nor drinking water is available at a worksite, that site shall be deemed unsuitable to be occupied and employees shall either be relocated to a suitable facility or shall be excused from work IAW Section 9.7 until personal hygiene facilities and potable drinking water are made available.

9. An employee under the care of a physician shall promptly inform the supervisor of any condition or prescribed medication that will impair the employee's ability to safely perform assigned duties. Information provided by an employee shall include the limiting effects of the medication and expected duration of prescription. The Agency shall make every reasonable effort to find a safe, temporary assignment for the employee. However, such accommodation is not an entitlement. In cases where impairment caused by medications cannot be accommodated, an employee will not be allowed to return to work until they are cleared by a medical professional.

Section 11.2 – Health Services

1. The Agency shall establish and maintain an Occupational Health Services and Preventive Medicine Program as provided for in 5 USC Chapter 79 and other applicable laws, rules and regulations. A health service program is limited to:

- a. Treatment of on-the-job illness and dental conditions requiring emergency attention.
- b. Pre-employment and other examinations.
- c. Referral of employees to private physicians and dentists.
- d. Preventive programs relating to health.

2. An employee's medical record may be disclosed without their consent in accordance with DoD 5400.11-R C4.2, as long as the individual requesting access has an official need for the record, articulates in detail why the records are required, the intended use of the record relates to the subject matter for which it is maintained, and only the minimal amount of information required is disclosed. The entire record is not released if only a part of the record will suffice. A requestor's rank, position, or title alone does not authorize access to personal information about others, including their medical record.

3. The Agency shall host "Health Benefits Seminars" in support of the annual benefits open season period. During these seminars, the Agency will make every effort to secure representatives from major insurance providers to provide employees information regarding their benefit plans. Dates and locations will be determined by the Agency. Employees will be made aware of these seminars as far in advance as possible and will be allowed excused absence to attend.

Section 11.3 - Safety and Protective Clothing/Equipment

1. The Agency agrees to provide all appropriate safety equipment and protective clothing to employees to facilitate the performance of their assigned duties.

2. An employee who, after evaluation from an optometrist, is required to wear prescription eyeglasses and is required to wear these eyeglasses in order to safely accomplish their assigned duties or is required to access areas where safety glasses or goggles are required to be worn, may provide their prescription to the Agency who shall then provide the employee with one pair of prescription safety glasses or goggles at no personal expense to the employee, but not to exceed the amount allotted by the Agency. Employees will be responsible for paying any amount which exceeds the allowance provided by the Agency.

3. Employees will be issued protective footwear, and replacement for fair wear and tear of such, that conforms to ASME standards as outlined by applicable laws.

4. The Agency shall provide employees an adequate supply of work coveralls to wear as protective clothing. IAW OSHA regulations, the cost of supplying, maintaining and care of the coveralls shall be borne by the Agency. Specifically:

a. All maintenance technicians will be provided a maximum of three (3) 100% cotton coveralls to include cleaning and repair or replacement as necessary of such coveralls.

b. The Agency shall ensure that its maintenance coverall program complies with the provisions of this section no later than one hundred and eighty days (180) days after approval of this Agreement by DCPAS.

5. Due to health hazards posed while working in extreme hot temperatures, employees may not be required to wear excess layers of clothing underneath maintenance coveralls issued under paragraph 4 (above), to include military uniforms (reference Section 10.1).

6. In addition to the protective clothing required under paragraph 4 (above), The Agency agrees to provide employees clothing items as required to work in inclement weather conditions IAW CTA (or equivalent) requirements and authorizations. The items will be made part of the employee's issued property record and shall be replaced on a fair wear and tear basis, or when it becomes unserviceable while performing normal duties. Employees will be responsible for the maintenance and safekeeping of these items and will be responsible for replacement or payment of items that become lost or damaged due to employee negligence.

7. Employees who are required to test-drive motor vehicles as part of their assigned duties shall be provided adequate head protection that meets Department of Transportation (DOT) safety standards, if head protection is required to be worn by the Agency.

Section 11.4 - Procedure for Unsafe/Hazardous Assignments and Conditions

1. The Agency will give full consideration to the need to adhere to established safety directives in the assignment of work, and shall consider the safety factors that address time, duration, frequency of exposure, and the wearing of additional personal protective equipment before directing any employee to perform function-specific tasks. Function-specific tasks may include, but are not limited to, welders, painters, radiation protection personnel, calibration personnel, auto rebuild employees, etc. These tasks shall comply with applicable OSHA standards.

2. Should an employee observe or reasonably believe a work assignment is unsafe or involves a potential hazard to their health, the employee should immediately report the circumstances to the Agency. This includes work assignments inside or outside the scope of their position description for which they have yet to receive training.

3. Any person may report an unsafe or hazardous condition, or one that places an employee in imminent danger.

4. Upon receiving such a report, the Agency will insure the work is being performed IAW the proper procedures and safety directives or, in the case of imminent danger, cease the work

process until the appropriate safety procedures and directives are implemented in order to prevent injury or death of employees, and damage to property.

5. When an employee is assigned a task or duty for which they are not currently trained or qualified to perform, or which requires a specific license or registration which they either currently do not possess or is expired, the Agency must ensure that the employee receives the appropriate training, license or registration prior to carrying out these duties. Any protective equipment normally required during the course of accomplishing said duties must be provided at the time the employee is required to accomplish the task.

6. Employees may decline to perform an assigned task due to the risk of imminent death or serious bodily harm until those risks are mitigated through appropriate safety precautions. This includes situations where two persons are required in order to safely accomplish the task, when required personal protective equipment is not available, and/or when the employee is not qualified to accomplish the task.

Section 11.5- Employees Free from Reprisals

1. Employees who file a safety complaint or who request OSHA to inspect a facility, and employees who decline to perform a task under the provisions of Section 11.4 (above), shall be free from reprisals, harassment or unwarranted disciplinary action.

Section 11.6 - Clothing Change During Duty Hours

1. When clothing being worn by an employee has become contaminated with hazardous materials the Agency shall take the appropriate steps to respond based on the type of the contaminant.

2. Employees should normally maintain an additional set of work uniforms in case their primary set of work clothes become contaminated. In some instances, it may be necessary to direct or allow an employee to return to their residence, change clothing, and return to the worksite within a reasonable amount of time.

Section 11.7 – Worker’s Compensation Entitlements

1. It is the Agency's responsibility to advise, orient and assist employees regarding entitlement of medical and loss-of-pay benefits under the Federal Employee's Compensation Act (FECA) for injuries or illnesses that are job related.

2. It is the employee's responsibility to report any injury or illness that he/she feels may be job related to the supervisor immediately after the occurrence. Employees have a right to seek Union representation concerning workplace injuries and any subsequent claims under this Section. It is also the employee’s responsibility to cooperate with required documents for payment, physical restrictions and follow up.

3. When an employee is incapacitated on the job and unable to notify the supervisor of injury or illness, it shall be the Agency's responsibility to initiate the required procedures as soon as they are aware an incident has occurred.

4. Employees absent from work due to a work-related injury or illness shall keep the Agency informed of their condition and prognosis on a regular and recurring basis and shall make themselves available for contact and possible follow-up evaluations as required by the Agency. The Agency reserves the right to obtain additional medical information or follow-up opinions, as needed, from an employee's physician or physicians selected by DOL.

5. When a treating physician indicates that an employee is physically able to return to work, including light duty work, the employee is required to notify the Agency immediately. If such work is available, the employee will be notified to report for duty as early as the workday following the physician's determination. The Occupational Health Manager will determine evidenced-based work restrictions and/or accommodations that will be implemented when an employee is medically able to return to work in either a full or modified capacity. An employee that fails to notify the Agency of their ability to return to work, or who refuses to return to work when ordered, could receive overpayment of worker's compensation benefits and/or be considered AWOL.

Section 11.8 – Labor Representative Accompany Inspection Team

1. The Agency shall notify the Union of any worksite safety inspection being conducted due to a reported unsafe condition as it applies to bargaining unit employees.

2. A Union representative will be permitted to accompany any safety, occupational health, or other workplace inspection teams during an evaluation of their unit/facility, and, upon request, provide a copy of any report generated as a result of such an inspection.

Section 11.9 – Hazardous Material Training Program

1. All personnel who handle, use, or are potentially exposed to hazardous materials in the course of their duties will receive training and information in accordance with applicable laws, directives and policies.

2. Safety data sheets (SDSs), or their equivalent, will be on file and available to employees who work with or are exposed to chemical hazards.

Section 11.10 – Occupational Health and Safety Training

1. Although employees are basically qualified to perform their duties, the Agency recognizes the need for specific training and update training regarding Occupational Health and Safety to assure employee safety and a minimum loss of man-hours due to preventable injuries.

2. The Agency will establish training programs to ensure all employees are informed of safe working habits and practices appropriate to their job.

3. The Agency will instruct employees in safe working habits, practices, and procedures in regard to specific job assignments and will ensure manuals and regulations relating to safety and health are available to all employees.

4. When management determines that training is needed in order for employees to be able to accomplish their assigned duties (e.g., Basic First-Aid Instruction, Cardio-Pulmonary Resuscitation (CPR) instruction, and Automated External Defibrillator (AED)), such training will be provided to employees at no cost and during regular duty hours. Each person who successfully completes a recognized course will receive a certification card (if applicable).

Section 11.11 – Office Environment

1. IAW 41 CFR § 102-79, the Agency will provide a quality workplace environment that supports program operations.

2. The Agency will provide, upon employee request and within budget constraints, office accommodations and equipment which reduce or eliminate the risk of prolonged sitting and staring at computer video monitors. These items include, but are not limited to, eye and posture protective devices such as screen covers, ergonomic keyboards, mice, chairs, and desks to those employees who do a substantial amount of computer terminal work.

3. The Agency will ensure that employees performing essentially the same tasks or duties (i.e., employees occupying the same or similar occupational series and/or position description) are afforded equitable accommodations, equipment, and furnishings. This includes:

- a. Office and/or cubicle space shall be of the same size/dimension;
- b. Equipment (i.e., telephonic, computer/printer/fax, etc.) shall be of the same quality and performance capability; and,
- c. Furnishings (i.e., office chairs, desks, file cabinets, etc.) shall be of the same quality and condition.

Section 11.12 – Make Ready, Tool Turn-In, and Clean-Up Time

1. A reasonable amount of time, not to exceed fifteen (15) minutes, will be allowed at the beginning of shift, before lunch, and at the end of the work shift for personal clean-up and personal work area clean-up (not to include common use areas), and tool or equipment turn-in as necessary..

2. This will not prevent management from assigning work as necessary.

Section 11.13 – Other Programs

1. The Agency agrees to implement and administer an ongoing Physical Fitness Incentive Program which allows employees the opportunity to achieve and maintain certain fitness requirements during duty hours. The following conditions will apply:

- a. The program is not an entitlement and may be modified to accommodate mission requirements.
- b. An employee's participation in the program is strictly voluntary and activities are unsupervised.
- c. Participation may not interfere with the Agency's ability to accomplish the mission. Scheduling of time under this program will be coordinated between the employee and their immediate supervisor.
- d. Employees will be allowed up to forty-five (45) minutes per workday, to participate in an individual fitness program to include travel time (if applicable) and personal hygiene. This time is considered use-or-lose. It may not be carried over day-to-day or week-to-week.
- e. Time authorized is in addition to lunch and break periods.
- f. Authorized activities include aerobic exercises (including walking, running, bicycling, and swimming) and strength training. Sports which require or include physical contact (e.g., football, soccer, martial arts) are not permitted. Team sports are also not permitted. On a case-by-case basis, supervisors may approve individual competitive activities such as tennis, racquetball, and other similar sports.

2. Accommodations for nursing mothers will be provided IAW Federal law and regulation.

Article 12

Grievance and Arbitration

Section 12.1 – General

1. The Parties agree that a genuine effort will be made to settle grievances expeditiously and at the lowest level possible. The Parties further agree, when appropriate, to utilize alternative dispute resolution processes (e.g., mediation) in attempting to resolve grievances.
2. Employees retain the right to request Union representation in the grievance procedure, or to decline such representation.
3. Regardless of an employee's representation option, the Union, IAW 5 USC §7114, will be given the opportunity to be present during all grievance proceedings to ensure that any relief granted as a result of the grievance process is not inconsistent with the terms of this Agreement.
4. Parties, as used in this Article, refer to the Agency, the Union, and/or an employee or group of employees regardless of whether they are represented by the Union.

Section 12.2 – Procedure and Exclusions

1. IAW 5 USC §7121, the Parties agree that this negotiated procedure will be the exclusive method of grievance resolution within the bargaining unit concerning employment matters. Except as provided in this section, any matter of concern or dissatisfaction to an employee, which is subject to the control of the Agency and is related to conditions of employment of bargaining unit employees, can be grieved through this procedure.
2. Matters expressly excluded under 5 USC §7121(c) may not be grieved under this procedure, to include:
 - a. Any claimed violation relating to prohibited political activities (Hatch Act Violations).
 - b. Retirement, life insurance, or health insurance.
 - c. A suspension or removal for national security reasons.
 - d. Any examination, certification, or appointment.
 - e. The classification of any position which does not result in the reduction in grade or pay of an employee.
 - f. An adverse action under 5 USC Chapter 75 involving discharge from employment, suspension, or change to lower grade or compensation otherwise covered by other appeal processes;

- g. The assignment of ratings of record;
- h. The award of any form of incentive pay, including cash awards; quality step increases; or recruitment, retention or relocation payments; and,
- i. EEO complaints.

Section 12.3 – Employee Rights

1. All employees, whether individually or as a group, have the right to present their grievances to the appropriate Agency official for prompt consideration. This procedure provides a means for the prompt and orderly consideration and resolution of employee or Union grievances. In exercising this right, the employees and their representative will be free from restraint, coercion, discrimination, or reprisal because they have filed a grievance.
2. An employee affected by a prohibited personnel practice under 5 USC § 2302(b)(1) which also falls under coverage of this procedure may raise the matter under a statutory procedure or the negotiated procedure, but not both. Selection of the negotiated procedure in no manner prejudices the right of an aggrieved employee to request the Merit Systems Protection Board to review the final decision pursuant to 5 USC Chapter 77 in the case of any personnel action that could have been appealed to the Board, or, where applicable, to request the Equal Employment Opportunity Commission (EEOC) to review a final decision in any other matter involving a complaint of discrimination of the type prohibited by any law administered by the EEOC.

Section 12.4 – Union or Employee Grievance Procedures

1. A grievance must be submitted to the lowest level of the Agency with the ability to resolve the matter.
2. All days in this article are calendar days, unless otherwise stated.
3. Except for claims of a continuing violation, to be considered timely, a grievance must be submitted to the Agency no later than thirty (30) days after the occurrence of a grievable matter or incident, or no later than thirty (30) days after the aggrieved party became aware of a grievable matter or incident. The Agency's failure to observe the time limits for any step in the grievance procedure shall entitle the grievant to advance to the next step, unless a different timeline is specified in other sections of this Agreement. Failure of the grievant to observe the time limits at any step of the procedure will have the effect of canceling the grievance as untimely. A grievance may be withdrawn by the employee at any time.
4. The following procedures shall be used for resolving grievances filed by employees against the Agency, except that when an employee is currently suffering or will suffer immediate financial hardship (i.e., within fifteen (15) days) due to a curtailment or denial of compensation

resulting from an adverse action or other administrative action taken by the Agency, then the employee may proceed directly to Step 3:

a. Step 1 – Informal

(1) The aggrieved party shall advise the Human Resources Office (HRO) of their intent to initiate the informal grievance process. Notice should be provided using Appendix C. The timeline for resolution begins upon notice being served.

(2) The HRO or his/her designee will acknowledge receipt of the grievance with signature and date (or via email timestamp) and will forward a copy of the grievance to the appropriate Agency representative with the ability to provide relief.

(3) The Agency will have fifteen (15) days to attempt resolution of the grievance. When a grievance has been filed by an employee absent Union representation, the Agency representative must ensure the Union has the opportunity to be present IAW Section 12.1(3) before any discussions with the grievant(s) take place.

(4) Failure to reach resolution within fifteen (15) days after notice is served will allow the grievant to proceed to Step 2.

b. Step 2 – Formal

(1) When resolution is not achieved during Step 1, the grievant may request that the HRO forward the complaint to the Chief of Staff (CoS), not later than fifteen (15) days after conclusion of Step 1. The timeline for resolution begins upon notice being served to the HRO.

(2) The HRO or his/her designee will acknowledge receipt of the grievance with signature and date (or email timestamp) and will forward a copy of the grievance to the CoS.

(3) The CoS will have fifteen (15) days to attempt resolution of the grievance. When a grievance has been filed by an employee absent Union representation, the Agency representative must coordinate with the HRO to ensure the Union has the opportunity to be present before any discussions with the grievant(s) take place.

(4) Failure to reach resolution within fifteen (15) days after notice is served will allow the grievant to proceed to Step 3.

c. Step 3 - Adjutant General Review

(1) If the aggrieved party is dissatisfied with the decision reached in Step 2, then the grievant may request that the HRO submit the complaint to the Adjutant

General, not later than fifteen (15) days after conclusion of Step 2. The timeline for resolution begins upon notice being served to the HRO.

(2) The Adjutant General, or their designated representative, shall take appropriate action to review the complaint file, to include meeting with the aggrieved party, and render a final Agency decision no later than thirty (30) days after receipt of the grievance.

(3) Failure to reach resolution within thirty (30) days after notice is served will allow the grievant to proceed to arbitration. However, only the Union may invoke arbitration on behalf of an employee.

Section 12.5 – Agency Grievance Procedures

1. A grievance by the Agency against the Union must be submitted to the LIUNA State Representative. If no State Representative is not currently assigned, then the grievance is submitted directly to the LIUNA Local 1776 Business Manager at Step 2.

2. To be considered timely, a grievance must be submitted no later than thirty (30) days after the occurrence of a grievable matter or incident, or no later than thirty (30) days after the aggrieved party became aware of a grievable matter or incident.

3. The following procedures shall be used for resolving grievances filed under this section:

a. Step 1 – Informal

(1) The Agency shall advise the State Representative of their intent to initiate the informal grievance process in writing either via a memorandum or email. The timeline for resolution begins upon notice being served.

(2) The State Representative will acknowledge receipt of the grievance with signature and date (or email timestamp). The Agency shall also forward a copy to LIUNA NGC Local 1776 Business Manager.

(3) The State Representative will have fifteen (15) days to attempt resolution of the grievance.

(4) Failure to reach resolution within fifteen (15) days after notice is served will allow the Agency to proceed to Step 2.

b. Step 2 – LIUNA NGC Local 1776 Business Manager Review

(1) If the Agency is dissatisfied with the decision reached in Step 1 the grievance may be submitted to the LIUNA NGC Local 1776 Business Manager not later than fifteen (15) days after conclusion of Step 1. The timeline for resolution begins upon notice being served.

(2) The Business Manager, or his/her designated representative, shall take appropriate action to review the complaint file, to include meeting with the aggrieved party, and render a final Union decision no later than thirty (30) days after receipt of the grievance.

(3) Failure to reach resolution within thirty (30) days after notice is served will allow the grievant to proceed to arbitration.

Section 12.6 – Right to Information

1. Both parties shall have the right of to conduct discovery before the hearing is conducted. The arbitrator shall rule on discovery and evidentiary issues. Unless a different timeline is specified in other sections of this Agreement concerning a specific topic, when arbitration is invoked the Parties will exchange all relevant documents, reports and any evidence related to a specific grievance or complaint a minimum of thirty (30) days prior to arbitration. This includes complete copies of investigative files (i.e., AR 15-6 and other types of investigations conducted by or on behalf of the Agency, to include reports of investigation provided by civilian law enforcement) related to the topic being arbitrated.

Section 12.7 – Arbitration

1. The Parties shall be subject to binding arbitration under this Article for any unresolved grievance. Only the Agency or the Union may invoke the provisions of this section.

2. The aggrieved party will have thirty (30) days from the conclusion of the Adjutant General's Review or the LIUNA NGC Local 1776 Business Manager Review Period to request arbitration. The Party seeking arbitration shall provide written notification to the other Party informing them that the grievance has been submitted for arbitration. If the Union seeks attorney's fees as part of their proposed remedy, then they shall inform the Agency at the time a request for arbitration is submitted IAW with this paragraph.

3. The Arbitrator will resolve questions of whether the matter is subject to arbitration.

4. Arbitration hearings will normally be conducted during duty hours. Employees required to attend the hearing as complainants, witnesses, etc., will attend without loss of pay or leave, and may be provided travel and per diem IAW the Joint Travel Regulation (JTR).

5. When the Parties agree to the facts at issue, and believe that an arbitration hearing would be unnecessary, they can submit a joint stipulation of facts to the Arbitrator with a request that a decision be rendered based upon the facts jointly presented.

6. The Arbitrator may not add to, change, modify, alter, or delete any provision of this Agreement. The authority of the Arbitrator will extend to the interpretation Federal law, this Agreement, and applicable Agency regulations or policies.

7. The Arbitrator's decision shall be binding on the Parties. However, either Party may file exceptions to the arbitration award with the Federal Labor Relations Authority (FLRA). If either Party files an exception to the FLRA, a copy will be submitted to the other Party.

Section 12.8 – Arbitrator Selection

1. The Party invoking arbitration will request from the Federal Mediation and Conciliation Service (FMCS) a list of ten (10) impartial persons qualified to serve as Arbitrators. A copy of the request may serve as notification to the other Party that arbitration has been invoked.

2. Within ten (10) days of receiving the list, the Parties will confer to strike names via email, telephone, or in person. The Parties will alternately strike a name from the list until only one (1) name remains. The Party requesting arbitration will strike the first name. The individual's name remaining will be selected to hear the grievance. Failure of the requesting Party to initiate or participate in the selection process within ten (10) days of receiving the list will result in the arbitration being cancelled. If the responding Party fails or refuses to participate in the selection process, the arbitration action will proceed with the requesting Party accomplishing the selection.

3. Within (10) days of selecting an Arbitrator, the Parties will confer with the arbitrator via email, telephone, or in person to identify a hearing date(s) that is/are mutually acceptable to all concerned. Once an Arbitrator is selected IAW paragraph 2 (above), if either Party deliberately fails or refuses to participate in the scheduling of the hearing and/or deliberately fails or refuses to appear before the Arbitrator after a hearing date has been agreed to, then the arbitrator shall deem the absent Party as the losing Party and issue a default judgement in favor of the other, if said remedy is not contrary to Federal law or regulations, or this Agreement.

Section 12.9 – Arbitration Expenses and Attorney Fees

1. The cost of an Arbitrator shall be borne equally by both Parties, except that in the case of a default judgement under Section 12.9(3), the losing Party shall bear the cost of arbitration,

2. If the Union prevails, and they requested attorney's fees, they shall submit written briefs explaining the factual and legal entitlement to all relief submitted prior to the Arbitrator making a final ruling on the remedy.

3. The Agency shall initially bear the cost charged by the Arbitrator to hear a case, to include the Arbitrator's travel expenses. A detailed invoice shall be submitted to the Union within (30) days of the Arbitrator's decision detailing costs paid directly to the Arbitrator and for his/her travel expenses. The Union shall promptly reimburse the Agency for its share of charges billed under this section.

4. The Party requesting arbitration (charging Party) may withdraw their request at any time prior to the actual hearing. However, they will be responsible for any costs incurred to the Arbitrator as a result of requesting and subsequently cancelling the arbitration.

5. If a court reporter is requested by the Arbitrator, the cost shall be borne equally by the Parties regardless of which Party prevails, and the transcripts shall be available to both Parties. However, if a court reporter is secured for the exclusive use of one Party, the cost shall be borne by the requesting Party alone, unless the other Party subsequently desires to receive a copy of the transcript; in that case, they will be required to pay fifty percent (50%) of all costs incurred in the preparation of such transcript.

6. Unless other arrangements are made and agreed to by the Parties, any and all travel costs or penalties incurred by one Party due to a rescheduling, postponement, or cancellation of an arbitration by the other, for whatever reason, will be borne by the Party requesting the rescheduling, postponement, or cancellation. This includes any penalties resulting from the cancellation of non-refundable airline/train/bus fares, hotel/conference room deposits, or other financial penalties imposed by travel and/or lodging providers.

Section 12.10 – Arbitration Decision

1. Within fifteen (15) days after receipt of the Arbitrator's decision, the Parties to the arbitration will notify one another in writing of their intent to file an exception with the FLRA. An exception to the Arbitrator's decision must be filed within thirty (30) days from the date the award is served on the Parties.

2. It is understood that if no exception to an award is filed during this thirty (30) day period, the award shall be final and binding, effective on the thirty-first (31st) day.

Section 12.11 – Withdrawing of Grievances

1. Grievances will be terminated for the following reasons:

a. At the request of the charging Party.

b. If the grievant is an employee, upon termination or death of the employee, unless the personal relief sought may be granted regardless of employment status.

Article 13

Employee Conduct

Section 13.1 – General

1. The Agency shall determine when the need for disciplinary action occurs and such actions will be administered fairly and impartially in accordance with applicable laws, regulations, and this Agreement. Whenever there is a conflict with rules or regulations, this Agreement will prevail.
2. This Article applies to matters of conduct only; actions that relate to job performance will be accomplished IAW Article 22 (Performance Standards and Evaluations).
3. Employees are expected to behave appropriately and follow all applicable rules and regulations.
4. The standard of nexus (a connection, link, or tie) shall apply. This means that disciplinary action should only be initiated as a result and/or directly linked to a specific act(s) of misconduct by the employee.
5. The initiation of a disciplinary action against an employee should not be unreasonably delayed. Some examples of a reasonable delay may include pending investigations or unexpected work schedule conflicts of short duration.
6. When the processing of a disciplinary action will be delayed beyond six (6) months, the employee and/or their representative will be notified stating the reason for the delay and the anticipated disposition of the case.

Section 13.2 – Investigation, Examination and Representation

1. An employee has a right to request Union representation during any examination or questioning by a representative of the Agency in connection with an investigation if the employee:
 - a. Reasonably believes that the examination may result in disciplinary action; and,
 - b. Makes a clear request to exercise this right.
2. When an employee requests representation, further questioning of that employee shall be delayed for a reasonable period of time while the employee secures representation, however, that period may not delay the Agency's investigation. The representative shall be appointed by the Union and may participate either in person or via teleconference IAW Section 5.5(6).
3. Prior to questioning, and regardless of whether the employee is represented by the Union:

a. For administrative investigations, the employee should be advised that they are compelled to provide truthful responses to questions raised during an administrative investigation and cannot refuse to answer questions. They will also be advised of the following:

(1) The name, rank/grade, employment agency, and position/title of the person that authorized the investigation;

(2) Whether the employee is a witness or respondent (subject of) the investigation; and,

(3) If the Agency is willing to provide the employee immunity in exchange for cooperation, the employee will be provided with a Garrity or Kalkines warning.

b. For criminal investigations, the employee will be advised by the investigator of their right to remain silent. Their choice not to answer question will not be held against them.

4. Employees are compelled to provide truthful responses to questions raised during an administrative investigation and cannot refuse to answer questions, but if an employee desires representation, it shall be granted before the examination can be continued. However, during the course of a criminal investigation, employees may invoke their right to remain silent.

5. Consistent with its rights under 5 USC § 7106(a)(1), the Agency has the right to record (i.e., voice, video, or both) employee interviews conducted by its representatives during the course of a bona fide investigation. However, the Agency must notify the employee that their interview is being recorded prior to activating the recording device.

Section 13.3 – Non-disciplinary and Disciplinary Actions

1. Counseling and warning sessions are informal meetings that supervisors can use to make employees aware of possible misconduct. The informal meetings should be documented (date, subject, and employee's acknowledgement) in the Supervisor's Employee Brief (or equivalent) and will remain in the employee's Brief for no longer than twelve (12) months, as long as there are no continuing or reoccurring conduct problems.

2. Entries made without the employee's knowledge or acknowledgement are not considered valid and may not be referenced as a prior offense in conjunction with a disciplinary action. When a supervisor documents misconduct in the Supervisor's Employee Brief:

a. The employee shall be notified by the supervisor that an entry was made by the end of the following duty day.

b. The employee shall be given the opportunity to discuss the matter with the supervisor, and will initial and date the entry, either on paper or electronically. The employee's initials will signify knowledge of the entry, but not necessarily concurrence. The

employee will also be given the opportunity to attach a written rebuttal to the entry within five (5) days.

3. LORs are a formal means of making an employee aware that their conduct is unacceptable. When conduct warrants the use of LORs, and the violation relates to a continuing problem, a summary of past violations and attempts to correct those violations will be included. The employee will be informed they may review the material relied upon to support the reprimand. LORs may remain in an employee's record for a period of one (1) to three (3) years, depending on the severity of the infraction.

4. A suspension of fourteen (14) days or less is considered a non-adverse administrative action which denies the employee compensation on a temporary basis. However, adverse action procedures should be followed.

Section 13.4 – Adverse Action

1. An Adverse Action (suspension of fifteen (15) days or more, removal, or change to a lower grade) is an administrative action which denies the employee compensation on a temporary or permanent basis. An employee will be allowed a minimum of twenty-one (21) days following receipt of the proposed adverse action notice to provide a reply. This timeline may be extended upon request by the employee and/or their representative if there's justification that more time is needed in order to furnish an adequate response. When a request for extension is denied, the Agency shall provide a written explanation.

2. During a proposed adverse action the employee will remain in a duty status pending the Original Decision. The Agency may determine that an employee awaiting discipline should not be present at the worksite because it may adversely impact the mission, cause a safety concern, or unduly disrupt the work area. In that case, the Agency may detail the employee to an alternate worksite within their commuting area or place the employee in a non-duty pay status for all or part of the time it takes to process the Original Decision.

3. The Agency will inform the employee of their appeal options at the time the Original Decision is rendered.

Section 13.5 – Release of Supporting Documents, Evidence, and Historical Data

1. All evidence relied upon in support of a disciplinary or adverse action shall be provided to the employee at the time they are issued a proposal letter. The employee reply timeline will not begin unless each item relied upon as supporting evidence, as referenced in the proposal letter, is provided to the employee or their representative.

2. When the action being proposed is due to an employee's local access to classified information being suspended pending DoD Combined Adjudications Facility (CAF) review, the Agency shall provide the employee or their representative with:

- a. Written notice that their local access has been suspended pending CAF review, and the rationale for the suspension;
- b. Information about due process and incident report procedures;
- c. Proof that their case has been submitted to the CAF for adjudication, to include a written copy of the Agency's recommendation to the CAF as to whether they believe the employee should or should not retain their national security eligibility pending investigation; and,
- d. Information on the process for appealing a negative security determination.

Section 13.6 – Appeals and Last Chance Agreements

1. Employees will have the right to appeal disciplinary and adverse actions IAW Federal law, this Agreement, and Agency regulations. Appeals of disciplinary actions taken under Section 13.3 will be limited to either filing a grievance IAW Article 12 or requesting an Administrative Hearing or an Appellate Review IAW NGB regulations.
2. LCA's shall be negotiated with the Union IAW Section 6.2 and 6.3 prior to their being presented to employees.

Article 14

Furlough and Other Work Force Management

Section 14.1 – General Guidelines

1. Furloughs of thirty (30) days or less will be conducted IAW DoD, NGB, and Agency regulations.
2. Furloughs in excess of 30 calendar days (22 workdays) are considered reductions-in-force (RIF) and will be conducted IAW this Agreement, 5 CFR Part 351, and 32 USC 709.
3. The Agency shall notify the Union as early as possible of a potential furlough or RIF and shall be included in the impact and implementation team and/or committee assigned oversight of the process.
4. Furlough notices will include:
 - a. The reason for the furlough and the intent to return employees to work as soon as possible;
 - b. The estimated length of the furlough (a furlough period can be for 30 consecutive calendar days or 22 nonconsecutive workdays; e.g., 1 day per week for 22 weeks); and
 - c. Inform the employee of benefits that may be affected (e.g., how to continue insurance coverage) or available during the furlough (e.g., State unemployment).
5. Agency initiated furloughs shall be negotiated in accordance with Section 6.2.

Section 14.2 – Furloughs of 30 Days or Less (22 Workdays)

1. Furloughs of thirty (30) days or less, particularly furloughs based on an emergency furlough requiring immediate curtailment of the Agency's activities where a twenty-four (24) hour notice is not possible, to include an absence of appropriations by Congress, the following procedures will be followed:
 - a. Employees will be notified as far as possible in advance of such furlough. If employees are on leave or TDY, they will be notified, when possible, prior to the beginning of their shift of the day of the required action.
 - b. Whenever possible, employees will be notified prior to the beginning of their shift on the day they are required to return to work unless a specific amount of days is included in the furlough notice.
2. Furloughs of thirty (30) days or less, the Agency will identify, by position, mission-essential personnel. Mission-essential employees are those whose functions directly support readiness or

are necessary to prevent disruption of essential operations related to mission accomplishment. Immediately upon initiating a furlough, Management shall provide the Union, in writing:

- a. The expected duration of the furlough.
 - b. The criteria used to determine whether an employee is mission essential or non-mission essential.
 - c. The designated point-of-contact for the furlough review committee.
3. Employees identified as 'non-mission-essential' will be issued a notice to that effect for anticipated (or required) furloughs of thirty (30) days or less.

Section 14.3 – Reorganization, Realignment, and Reduction in Force (RIF)

1. Any changes to the Agency's civilian work force as a result of a reorganization, realignment, or a reduction in force (RIF) shall be accomplished IAW this Agreement, 5 CFR Part 351, and 32 USC § 709. This may include actions that seek to eliminate an employee's incumbent position.
2. The Agency will provide as much notice as possible, but no less than sixty (60) days, in a pay status to employees who will be separated as a result of a RIF. The 60 days advance written notice period may be shortened in the event the RIF occurs as a result of unforeseen circumstances.
3. An employee who is separated because of RIF will be placed on the reemployment priority list and will be offered a temporary or permanent position if available and for which the employee is qualified.

Article 15

Merit Placement

Section 15.1 - General Provisions

1. The purpose of the Merit Placement Program is to ensure maximum opportunity for on-board employees to further their careers and to provide for fair and impartial consideration for promotion within statutory and regulatory limitations. Merit Placement actions shall conform with 5 CFR Part 335 and 32 USC § 709, and the Agency's Merit Placement Plan (MPP).

Article 16

Environmental Differential and Hazardous Duty Pay (EDP & HDP)

Section 16.1 – Reduction of Hazardous Working Conditions

1. The Agency has as its objective the elimination or reduction to the lowest level possible of all hazards, physical hardships, and working conditions of an unusually severe nature.
2. When an Agency's action does not overcome the unusually severe nature of the hazards, physical hardships, or working conditions, an environmental differential determination may be authorized.
3. Current conditions will always be considered in the assignment of duties.
4. When anyone identifies a condition that may warrant coverage under appropriate categories of Environmental Differential Pay (EDP) or Hazardous Duty Pay (HDP) they may initiate an EDP/HDP Situation Request IAW the applicable Agency Regulation.
5. Administration of this Plan will be IAW all applicable laws, rules and regulations. EDP/HDP may be authorized IAW 5 CFR § 532 and 5 CFR § 550 respectively.
6. The Agency will establish an EDP/HDP Committee which will meet on an annual basis. The purpose of the Committee will be to conduct a review of the State EDP/HDP Plan, to receive and consider recommendations for adding new or cancelling current EDP/HDP situations/determinations, and to review the annual expenditures for EDP/HDP. The Union may have up to five (5) representatives on the committee:
 - a. State Representative;
 - b. Army Surface Maintenance Representative;
 - c. Army Aviation Representative;
 - d. Air National Guard Representative; and,
 - e. SME (as needed).
7. When a new EDP/HDP situation is approved, an employee who has been required to work under the newly approved conditions may be eligible for retroactive pay. Retroactive payment will be accomplished IAW 5 USC § 5596.

Section 16.2 – Hazardous Conditions

1. The Parties agree that certain hazardous weather conditions (lightning, flooding, extreme heat, extreme cold, etc.) can create or contribute to unsafe work conditions. The Parties further agree

to monitor conditions, provide applicable specific training, and to work together to prevent unsafe actions and situations.

2. Safety standards for hazardous weather conditions will be done IAW applicable safety regulations.
3. The Agency will provide access to the laws, regulations, and instructions applicable to this article.
4. IAW Section 11.3, the Agency agrees to provide employees required to work in inclement weather conditions the appropriate clothing for the weather conditions present at their worksite, or for conditions that they might be exposed to as a result of their assigned duties.
5. In recognition of the adverse effects of extreme temperatures and weather conditions upon employees, the Agency agrees to the following:
 - a. Work/rest cycles will be established to ensure the safety of employees required to perform duties outside, in sheltered (e.g., open garage/maintenance bays) or unsheltered conditions during period of extreme heat and/or cold weather. The Agency will ensure employees have adequate breaks in-shelter to reduce the chances of injury. Supervisors will also ensure that employees working in extreme cold have adequate cold-weather gear and heat, and that those working in extreme heat have proper access to water and shade. The Agency shall observe applicable operational risk management Army and Air Force regulations (as applicable), to include monitoring of Wet Bulb Globe Temperature (or equivalent) and wind chill factor. Sample charts are included below.
 - b. Employees working indoors will be provided a climate-controlled environment, and will not be exposed to temperatures below 60o F or above 85o F. When heating or air conditioning equipment malfunctions or is inoperable due to a power failure, and the failure has/is expected to last more than sixty (60) minutes, employees will be temporarily moved to an alternate location that provides adequate cooling or heating, or they shall be administratively dismissed IAW Section 9.7 until the Agency makes the necessary repairs to its facilities.
 - c. When lightning is within seven (7) miles of a work facility, employees will be allowed to take shelter indoors and will not be required to continue outdoor operations for a minimum of ten (10) minutes after lightning last struck within the stated seven (7) mile radius.

Work/Rest Times and Fluid Replacement Guide

Heat Category	WBGT Index (°F)	Easy Work Walking on hard surface, 2.5 mph, <30 lb. load; weapon maintenance, marksmanship training.		Moderate Work Patrolling, walking in sand, 2.5 mph, no load; calisthenics.		Hard Work Walking in sand, 2.5 mph, with load; field assaults.	
		Work/Rest (minutes)	Fluid Intake (quarts/hour)	Work/Rest (minutes)	Fluid Intake (quarts/hour)	Work/Rest (minutes)	Fluid Intake (quarts/hour)
1	78° - 81.9°	NL	½	NL	¾	40/20 (70)*	¾ (1)*
2 (GREEN)	82° - 84.9°	NL	½	50/10 (150)*	¾ (1)*	30/30 (65)*	1 (1¼)*
3 (YELLOW)	85° - 87.9°	NL	¾	40/20 (100)*	¾ (1)*	30/30 (55)*	1 (1¼)*
4 (RED)	88° - 89.9°	NL	¾	30/30 (80)*	¾ (1¼)*	20/40 (50)*	1 (1¼)*
5 (BLACK)	> 90°	50/10 (180)*	1	20/40 (70)*	1 (1¼)*	10/50 (45)*	1 (1¼)*

NL = No limit to work time per hour. *Use the amounts in parentheses for continuous work when rest breaks are not possible. Leaders should ensure several hours of rest and rehydration time after continuous work.

This guidance will sustain performance and hydration for at least 4 hours of work in the specified heat category. Fluid needs can vary based on individual differences (± ¼ qt/hr) and exposure to full sun or full shade (± ¼ qt/hr). Rest means minimal physical activity (sitting or standing) in the shade if possible. Body Armor - Add 5°F to WBGT index in humid climates. NBC (MOPP 4) - Add 10°F (Easy Work) or 20°F (Moderate or Hard Work) to WBGT index.

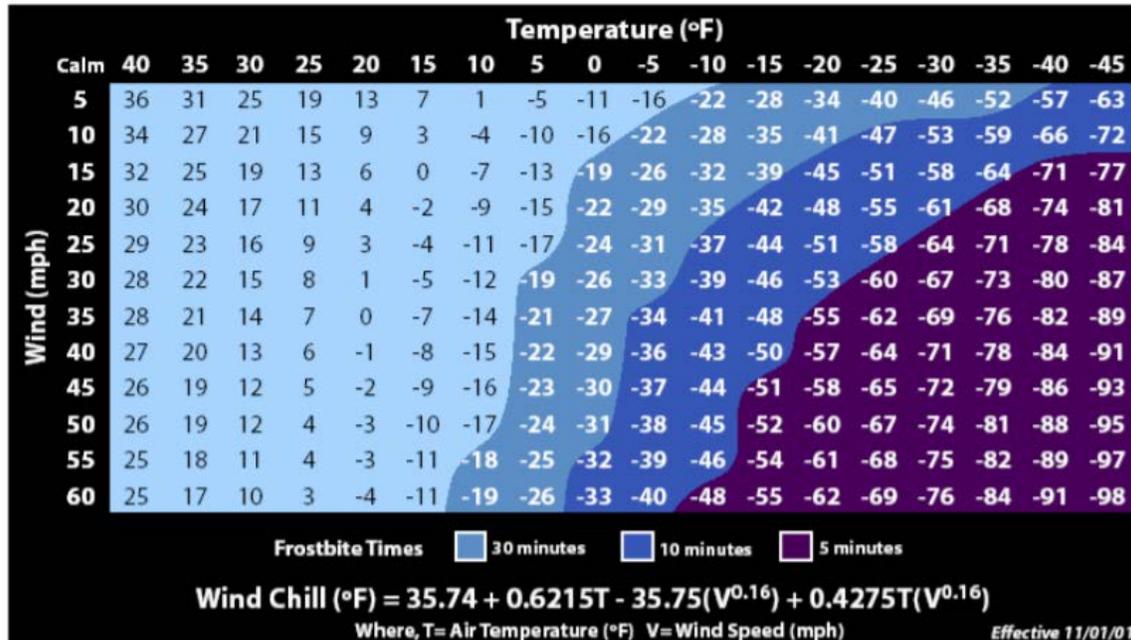
CAUTION: Hourly fluid intake should not exceed 1½ qts. Daily fluid intake should not exceed 12 qts.



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Wind Chill Chart



Wind Chill Temperature Table

Wind Chill Category

Work Intensity	Little Danger	Increased Danger	Great Danger
High Digging foxhole, running, marching with rucksack, making or breaking bivouac	Increased surveillance by small unit leaders; Black gloves optional - mandatory below 0°F (-18°C);	ECWCS or equivalent; Mittens with liners; No facial camouflage; Exposed skin covered and kept dry; Rest in warm, sheltered area; Vapor barrier boots below 0°F (-18°C) Provide warming facilities	Postpone non-essential training; Essential tasks only with <15 minute exposure; Work groups of no less than 2; Cover all exposed skin, Provide warming facilities
Low Walking, marching without rucksack, drill and ceremony	Increased surveillance; Cover exposed flesh when possible; Mittens with liner and no facial camouflage below 10°F (-12°C); Full head cover below 0°F (-18°C). Keep skin dry - especially around nose and mouth.	Restrict Non-essential training; 30-40 minute work cycles with frequent supervisory surveillance for essential tasks. See above.	Cancel Outdoor Training
Sedentary Sentry duty, eating, resting, sleeping, clerical work	See above; Full head cover and no facial camouflage below 10°F (-12°C); Cold-weather boots (VB) below 0°F (-18°C); Shorten duty cycles; Provide warming facilities	Postpone non-essential training; 15-20 minute work cycles for essential tasks; Work groups of no less than 2 personnel; No exposed skin	Cancel Outdoor Training

These guidelines are generalized for worldwide use. Commanders of units with extensive extreme cold-weather training and specialized equipment may opt to use less conservative guidelines.

Article 17

Position Descriptions and Assigned Duties

Section 17.1 – Employee Awareness of Assigned Duties

1. A position description (PD) describes, for purposes of pay and classification, the major duties, responsibilities, and supervisory relationships for a given position as required by the mission. PD's do not list every duty or task an employee may be assigned, but reflects those duties which are pay plan, series, and grade-controlling. Each employee's signed PD will be maintained in the Supervisor's Work folder, or its equivalent.
2. A supervisor in coordination with the employee is responsible for ensuring that the duties and responsibilities of the current PD accurately reflect the work being performed by the employee. Supervisors will review the PD with the employee on an annual basis, usually in conjunction with their performance appraisal, or as requested by the employee. New-hire employees will be provided a current copy of their PD.
3. Employees concerned that they could be performing duties outside the scope of their position description (either higher or lower graded duties) may request a desk audit of their position. Employees concerned that their position is not classified correctly may request a classification appeal.
4. When a PD is determined to be inaccurate, is changed or updated the supervisor will coordinate with HRO-Classification to determine whether the PD will require pen and ink changes, position review, or a new PD. If a pen and ink change is needed, it must be approved by NGB/TN Branch before implementation. When a PD is changed, the supervisor will take into consideration any new duties for which the employee is not already qualified when conducting evaluations.
5. A supervisor will immediately notify an employee of any changes to their PD. They will also provide a copy of the changes to the employee and will review the changes with the employee.
6. The Agency will continually monitor Position Description Release notices (a.k.a., CRA's) by NGB that communicate the update, replacement, and/or abolishment of PD's to ensure that employees have the most current version of their assigned duties, especially as it relates to pay and classification.
7. Whenever NGB releases a CRA that modifies an employee's PD and/or pay, series, and grade, the Agency will notify the Union and provide a copy of that CRA and all documents that accompany the release no later than thirty (30) days after the CRA's effective/release date. The Agency will follow the procedures in Section 6.2 to ensure that the changes outlined in the CRA are implemented within the validation window specified in all NGB CRA's, usually one-hundred and twenty (120) days. When the Agency fails to implement a CRA within the specified window, especially one that provides a pay increase to the employee's affected on or before the implementation-window specified, the Agency will be responsible for retroactive

implementation of the delayed CRA to a date not earlier than the one-hundred and twenty-first (121) day after the effective release date of the CRA in question.

Section 17.2 – Details and Other Duties as Assigned

1. A detail is the temporary assignment of an employee to a different position or assigned duties that are outside of their position description for a specified period, with the employee returning to regular duties at the end of the detail. This includes temporarily detailing an employee to supervisory duties as ‘second-in-charge’ or ‘temporarily-in-charge’ of other employees to cover for brief periods of absence of the regular supervisor.

2. Prior to placing an employee on a temporary detail the Agency should ensure the assignment complies with applicable law and/or regulations and this Agreement, especially if the detail requires additional/specific training and/or qualifications or may provide the employee with higher pay. Employees shall be informed of the start and end date of the detail as well as their duties and responsibilities. Details in excess of fourteen (14) days, either consecutive or aggregate, during any one-hundred and twenty (120) day period will also be recorded in the employee’s electronic official personnel folder (eOPF).

3. When an employee is detailed as a ‘second-in-charge’ or in a ‘temporarily-in-charge’ capacity, the employee will be informed of the expected duties they will be authorized, to carry out (i.e., assign work, approve leave, take disciplinary action, etc.). Subordinate employees will be notified of the coworker’s temporary detail to supervisory duties, to include what supervisory functions the temporary supervisor can and cannot fulfill, and who else in their supervisory chain has the authority to exercise the other managerial functions normally performed by their regular supervisor.

4. The Agency may require an employee to perform ‘other duties as assigned.’ The phrase or term ‘other duties as assigned’ as used in a PD simply establishes the principle that assignment of duties to employees is not limited to the duties specifically described in the PD. Assignment of ‘other duties’ shall be accomplished IAW applicable law, rule, regulation, and this Agreement.

5. ‘Other duties as assigned’ does not apply to tasks which would otherwise be considered a detail, temporary promotion, or a reassignment.

6. Neither the Agency nor employees shall abuse the use of ‘other duties as assigned.’ Except for changes to lower grade resulting from an adverse action IAW Article 13, when an employee is assigned duties of a lower graded position for any period of time, that assignment shall not adversely affect an employee’s compensation, classification, or position of record. If an employee is assigned duties of a higher pay grade for a period in excess of fourteen (14) days, either consecutive or aggregate, during any one-hundred and twenty (120) day period, the employee should be temporarily promoted to the higher paying position. Promotions exceeding one hundred and twenty days (120) days shall be competitively announced.

7. When the duty station for a temporary detail is outside the limits of the employee's official duty station, an employee's travel between their home and the temporary duty station is compensable IAW 5 CFR § 550.1404.

8. When an employee's local access to classified information is suspended pending DoD CAF review, the Agency shall detail or reassign the employee to an alternate position pending the outcome of said review, unless detailing or reassigning the employee would cause the Agency an undue hardship (i.e., significant difficulty or expense).

Section 17.3 – Pay for Higher Graded Duties

1. An employee who is assigned duties of a higher pay grade in excess of fourteen (14) days IAW Section 17.2(5) shall be entitled to pay at the higher rate for the entire period during which the higher graded duties were assigned.

2. Employees who perform higher-graded duties without compensation in violation of Section 17.2(5) shall be considered to have suffered an unjustified or unwarranted personnel action and shall be entitled to retroactive compensation IAW 5 CFR Subpart H – Back Pay for a period of up to six (6) years prior to the day that they file a claim under the negotiated grievance procedure contained in Article 12. Back pay claims are considered continuing violations for the purposes of the time limits contained in Section 12.4(3).

Section 17.4 – Relocation Expenses

1. An employee whose duty station changes as a result of a voluntary or involuntary administrative personnel action shall be entitled to the payment of relocation expenses when authorized by the DoD JTR. The Agency shall ensure that employees eligible for relocation payments are aware of their entitlement. The Agency cannot require or suggest that an employee refuse or decline relocation entitlements as a condition of accepting the relocation or as a way for the Agency to save funds.

Article 18

Employee Development and Training

Section 18.1 – Job Related Training and Qualifications

1. The Agency agrees to provide job related training and development for employees, as necessary, to accomplish the mission of the LANG in an efficient manner. The Agency may require a Continued Service Agreement as a condition of training attendance when the cost of said training requires a significant financial expenditure on the part of the Agency.
2. The Parties recognize that changes in the workplace will continue as technology, new techniques, material, and equipment are developed and employed. Each employee is responsible, to the greatest extent possible, for taking the initiative necessary to keep abreast of changes. However, the Agency shall train employees on all new equipment, technology changes, and procedures needed to perform the duties of their job at a fully successful level. For employees who are subject to production and timeliness standards, time spent in a training status will not be counted against the employee.
3. The Agency agrees to extend every reasonable consideration to employees for attendance at job related courses, especially in situations where an employee's position and/or duties are modified or impacted by the introduction and/or use of new equipment and/or procedures. Supervisors will provide information on courses that relate to improving the employee's job performance, as applicable.
4. All employees shall have an equal opportunity to receive training.

Section 18.2 – Personal Development

1. The Agency encourages employees to take advantage of the educational benefits that are available to them by virtue of their membership in the LANG.
2. To the greatest extent possible and barring any disruption to the mission of the LANG, the Agency agrees to accommodate employees pursuing a higher-level education or certification, in a nationally recognized and accredited institution, such as a community college or university.
3. The Agency will work with the employee to adjust his/her shift rotation or work schedule in order to facilitate their education goals when possible.
4. Upon request, an employee must provide evidence of active/continued enrollment in an accredited institution, satisfactory attendance, and progress in order to justify adjustments to work shifts or schedules.
5. A request to for work-schedule adjustment under this section must be submitted a minimum of seven (7) days prior to the beginning of the applicable school period or semester for which the schedule will apply.

Article 19

Equal Employment Opportunity (EEO)

Section 19.1 – Policy

1. The Parties strongly endorse Title VII of the Civil Rights Act of 1964 (42 USC Chapter 21, Subchapter VI), the right of employees to be free from workplace discrimination. Complaints of discrimination brought by employees are governed by 5 CFR Part 1614.
2. The Parties agree to work together to ensure that all employees are periodically informed of the Agency's EEO policy.

Section 19.2 – EEO Complaint Procedures

1. Any employee who believes they have been discriminated against may file a complaint IAW Federal laws and Equal Employment Opportunity Commission (EEOC) regulations, or may pursue a grievance IAW Article 12, but not both. Employment discrimination includes, but may not be limited to:

- a. Unfair treatment because of your gender, race, color, religion, sex (including pregnancy), national origin, age (40 or older), disability, sexual orientation, or genetic information.
- b. Harassment by managers, co-workers, or others in your workplace, because of your race, color, religion, sex (including pregnancy), national origin, age (40 or older), disability, sexual orientation, or genetic information.
- c. Denial of a reasonable workplace accommodation that you need because of your religious beliefs or medically documented disability.
- d. Retaliation due to filing a complaint of discrimination or assisting with a discrimination investigation or lawsuit.
- e. Discrimination on other basis including sexual orientation, status as a parent, marital status, political affiliation, and conduct that does not adversely affect the performance of the employee.

2. In cases where an employee alleges that they are a victim of sexual assault or sexual harassment committed by other Agency employees, to include allegations against an immediate supervisor, a co-worker assigned to the same work section, or any other individual within close proximity to the accuser (i.e., where accuser and accused are more likely than not to interact on a daily basis), the Agency may consider temporarily reassigning some or all of the individual(s) in order to reduce the potential for further conflict during the investigative phase. However, any reassignment shall be temporary, and it shall not have an adverse impact on any of the individuals involved.

Section 19.3 – Reasonable Accommodation (RA)

1. Reasonable accommodation will be provided IAW the Agency’s Reasonable Accommodation policy or regulation. Absent a current Agency policy or regulation, the Agency will comply with reasonable accommodation requirements as contained in Federal law and/or regulations.

Article 20

Use Of/Access to Facilities & Services

Section 20.1 – Mail Service

1. The Union shall be authorized to use the Agency's internal mail distribution system, and the electronic mail system (e-mail), to conduct Union business which is necessary for the effective representation of bargaining unit employees.
2. Union representatives shall observe all Agency rules and regulations governing the use of mail distribution systems (electronic or otherwise). Failure to do so may result in denial of access of use.

Section 20.2 – Publications and Other Services

1. The Agency will keep employees informed of changes in services and benefits such as retirement seminars, health benefits, the Thrift Savings Plan, etc.
2. The Agency agrees to make electronically available to the Union and employees for their use in review and research current policy directives, regulations, etc. relating to matters which affect pay and benefits, personnel policies, practices, and working conditions.

Section 20.3 – Bulletin Boards

1. The Agency will provide space for a bulletin board for the exclusive use of the Union in each work site where bargaining unit employees are assigned. The bulletin boards can be of the cork-type or may be electronic (i.e., television or computer monitors). The bulletin board shall be purchased and installed by the Union and shall be in an area where employees normally congregate or regularly pass so that Union bulletins or notices can receive the widest possible dissemination. Typical locations include areas where the Agency maintains other informational bulletin boards, lunch/break rooms, or any other conspicuous place where the information is openly visible, and access is not restricted. When the Union opts to use electronic bulletin boards, the Agency shall ensure that an adequate power source is available in the area where the bulletin board is to be installed.
2. The Union will be responsible for the content of literature posted on the bulletin board. Any such bulletin notices or literature posted or distributed must not violate any law, security, directive, or contain libelous material.
3. The Union agrees to maintain the bulletin board space provided in a neat and current manner.

Section 20.4 – Common Areas

1. The Agency will provide adequate and safe vehicle parking on a first come first serve basis.

2. Subject to funding and available space, the Agency shall make every effort to make available to each employee a separate personal locker of adequate size and located in a conveniently accessible location for storage of employee clothing and other personal items.

3. The Agency agrees to provide adequate common areas (i.e., break areas and/or eating areas) within each facility that are separate from maintenance areas and that are not used to store petroleum, oil, and lubricants (POL) or any other type of liquid or substance that is considered a health hazard.

4. Areas identified for the safe consumption and storage of food and beverages (i.e., break and/or lunch rooms) by employees shall be furnished with a sufficient number of tables and chairs, cold food storage appliances (i.e., refrigerator and/or deep freezer), dry storage areas (i.e., cabinets, pantries, and drawers), appliances for the heating of food and beverages (i.e., microwave and coffee machine), and sanitation equipment and products (i.e., sink/dishwasher and cleaning detergents) commensurate with the number of employees assigned to the facility. These areas shall be generally maintained in a clean and orderly fashion by the employees who use said facilities. However, the Agency shall be responsible for performing routine maintenance such as pest control and other general and recurring maintenance beyond daily cleaning.

5. The Agency shall designate smoking areas at each work site that are reasonably accessible to employees, provide a means to safely dispose of used tobacco products, and provide a measure of protection from the elements.

6. The Agency will allow the Union to post a sign in each worksite where employees are assigned, to identify itself as the sole representative of employees at that location. The sign will not exceed 9" x 12" and will be displayed at a location that is readily accessible and visible to employees (i.e., employee break rooms or at vehicle gate entrances), and that is mutually agreed upon by the Parties. The Union shall be responsible for all costs associated with the posting of signs on Agency facilities.

Section 20.5 – Access to Union Public Internet Sites

1. The Agency will not deliberately or inadvertently deny or block an employee's ability to access the Union's public internet.

Article 21

Civilian Temporary Duty (TDY), Travel, and Assignments

Section 21.1 – General

1. Unless required by DoD JTR, the use of government quarters by civilian employees during temporary duty (TDY) assignments is not mandatory and will be at the discretion of the employee. Furthermore, employees will not be required to share quarters with other employees.
2. The Parties agree that employees will use the Defense Travel System (DTS) and Government Travel Card (GTC) for all official travel arrangements and related expenses.

Section 21.2 – Travel Entitlements

1. Travel and per diem will be paid IAW applicable law and regulation.
2. The Agency will notify employees as far in advance as possible of TDY travel. An employee may request to be excused from TDY under justifiable circumstances. If an employee's request is denied, the Agency shall provide the employee a written explanation, if requested.
3. Travel will be conducted by the most advantageous, prudent, and economic means available. The Agency will not require an employee to use their privately-owned vehicle (POV) for travel nor will an employee be entitled to reimbursement for POV travel not previously approved and the most cost-effective mode of transportation IAW the JTR and Agency policies.
4. An employee's objection to traveling by commercial airline, which is supported by a valid medical certificate stating he or she should not travel by aircraft, may be accepted as sufficient authority to utilize other methods of transportation. The Agency will determine what the most cost-effective alternate mode of transportation is IAW the JTR and Agency policies.
5. In no case will TDY's be assigned to any employee as a reward or punishment.

Section 21.3 – Temporary Duty (TDY) Assignments

1. The Agency, in accordance with applicable laws and regulations, may require employees to temporarily travel away from their assigned duty station in order to meet mission requirements. This is commonly known as TDY. When an employee is assigned TDY work, the provisions of this Agreement shall be observed regardless of whether the assignment is performed on a voluntary basis, or as directed (involuntary) by the Agency in order to support the Agency's mission.
2. TDY requirements will be announced as far in advance as possible to allow employees the opportunity to make suitable arrangements in order to perform the work.

3. The Agency will make every effort to direct or assign employees TDY on an equal basis and shall take into consideration the nature of the work, the need for special skills, the priority of productive or support effort, and the numbers of employees required.
4. The Agency should make every effort to seek qualified volunteers prior to mandating that an employee performs TDY work. In the event there are insufficient qualified employee volunteers willing to perform TDY work, the Agency has the authority to direct an employee to participate in a TDY in order to meet the Agency's mission requirements.
5. Except during periods of emergency IAW Section 4.2 or other unforeseen circumstances, the Agency shall provide affected employees not less than two (2) weeks' notice to schedule an involuntary TDY, except when the Agency would be seriously handicapped in carrying out its functions or that costs would be substantially increased.
6. Supervisors will also take into consideration any personal hardships that TDY work may cause the affected employee(s) and will make every effort to accommodate said hardships. These include issues such as childcare, school, and other bona fide hardships that may affect the employee and/or their family due to the TDY work.

Section 21.4 – Conditions of Employment

1. The provisions of this Agreement shall apply to the Parties during TDY to include the scheduling of work, overtime requirements, compensation, discipline, and other conditions of employment. The Agency may not restrict employee off-duty activities except as required by host a government or law enforcement agency with oversight of the TDY location. This includes any restrictions concerning off-duty conduct to include confinement to base/quarters, consumption of alcohol, local area travel, commercial establishments, and any other activity that an employee can normally and voluntarily choose to participate in.
2. The Agency may request that the Union designate one or more representatives, depending on the number of employees taking part in the TDY, to serve as Union Stewards.

Article 22

Performance Standards and Evaluations

Section 22.1 – Employee Performance

1. The Agency's Employee Performance and Incentive Awards Programs will be administered IAW NGB regulatory guidance.
2. The development of performance standards and identification of critical elements will be a joint effort between the employee and supervisor. These elements must be fair and equitable and consistent with the position description of the job.
3. The standards and identified critical elements shall be put in writing and acknowledged by the employee and supervisor. Amendments and/or modifications can be made during the rating year if both the employee and supervisor acknowledge the changes/modifications.
4. An employee's performance rating may not be reduced as a result of serving in a representation capacity on behalf of the Union.
5. When an employee's performance evaluation includes the awarding of a certain job-objective score based on a comparison or measurement of their individual ability to meet certain labor and/or man-hour goals or metrics, and those goals or metrics are subject to modification at the local level by the Agency, then the Agency must negotiate with the Union such labor and/or man-hour criteria prior to using it as a determining factor concerning an employee's annual performance evaluation.

Section 22.2 – Official Appraisal

1. To have an objective appraisal, an employee will work for their appraiser not less than ninety (90) days. When this is not the case, the last approved performance appraisal on file will be used as the employee's most recent rating of record.
2. A supervisor's evaluation of an employee's performance shall be objective and supported by fact. When an employee believes the above criteria have not been met, an appeal may be made using either the Agency's appeal process or using the grievance process in Article 12.
3. An employee and their supervisor shall meet, face-to-face, a minimum of three (3) times during the rating cycle in order to accomplish their appraisal:
 - a. At the beginning of the appraisal period to discuss the performance standards and critical elements to be applicable for the coming rating period, and to discuss performance expectations. Performance will be appraised on a continuing basis and employees shall be kept up-to-date as to how their performance compares to the established performance standards.

b. At least once during the appraisal period to conduct an interim performance review and provide the employee feedback on whether they are meeting expectations, and if not, how they can improve performance. If the supervisor has identified short comings in the employee's performance, the employee shall be notified of perceived problem areas and will be provided guidance on how to improve the quality of work in order to more satisfactorily perform duties at expected levels.

c. At the end of the appraisal period to review the employee's performance during the rating period and discuss the results. Performance appraisal will be presented to an employee with the goal of communicating the supervisor's overall assessment of the employee's performance over the rating period, review accomplishments, address shortfalls, and discuss the next rating period to include proposing any changes or adjustments he/she feels may be appropriate.

4. When the Agency fails to abide by the requirements of paragraph 3 (above) and/or fails to provide an employee with a finalized performance appraisal rating within thirty (30) days after the end of a specific rating period, the employee shall receive a default rating of three (3) for all critical elements evaluated during said rating period.

Section 22.3 – Actions Based on Unacceptable Performance

1. An employee not serving in a probationary or trial period, and whose performance is below fully successful (or its equivalent), is entitled to:

a. A thirty (30) day advanced written notice of sub-standard performance which informs the employee of:

(1) The instances of unacceptable performance.

(2) The critical elements of the job standard which are unacceptable.

(3) How the supervisor will assist the employee in bringing his/her work up to acceptable standards.

2. An employee may not be rated below fully successful (or its equivalent) and no action based on unacceptable performance may be taken, to include actions covered by Section 22.4, unless the procedures in paragraph 1 (above) have been followed by the Agency.

3. When the criteria in paragraphs 1 and 2 (above) have been met, if an employee's performance continues to be unacceptable in one or more critical elements after the performance improvement period has expired, the Agency may take one or more of the following actions in accordance with appropriate regulation. The actions below are listed in a progressive order; however, the Agency may take whatever action is appropriate as supported by the individual circumstances:

a. Denial of within grade increase;

- b. Reduction in grade;
- c. Reassignment; or,
- d. Removal

4. The action taken should not be arbitrary or capricious and should be considered in the context of the employee's total work history, especially their past performance. This is especially true in cases where a previously high-performing employee suddenly begins to under-perform for no apparent reason. In these cases, the Agency should consider taking a lesser penalty. A referral to the Employee Assistance Program (Article 23) may also be appropriate in these instances of unacceptable performance. Both supervisors and employees are encouraged to identify situations where it may be advisable for an individual to voluntarily seek assistance.

5. An employee who may be subject to adverse action based on unacceptable performance, but who has filed for a disability retirement prior to the end of the rating period during which the unacceptable performance took place, may be retained in their current position until the end of the pay period in which OPM adjudication is received.

Section 22.4 – Within-Grade Increases (WGI's) & Upward Mobility Promotions (UMP's)

1. The Agency shall process Within-Grade Increases (WGI's) as soon as an employee becomes eligible, as long as they are performing at a fully successful level or higher. The Agency may not delay a WGI, except for unacceptable performance.

2. Employees who are hired into an Upward Mobility Promotion (UMP) position, usually at a grade below the fully qualified level of their position, shall be promoted to the fully qualified grade as soon as the employee meets the minimum experience requirements. The Agency may not delay a promotion to the fully qualified grade level, except for unacceptable performance.

3. When an employee's unacceptable performance will prevent the award of a WGI or a UMP, the Agency will follow the procedures in Section 22.3(1), to include notifying the employee of their ineligibility for a WGI or promotion at least thirty (30) days prior to the date the action was due to become effective. If the Agency fails to follow the procedures established herein, the WGI or promotion cannot be held in abeyance, and the previous rating will serve as the basis for the increase or promotion.

4. When a WGI or promotion is withheld due to sub-standard performance, the WGI or promotion shall be granted as soon as the employee's performance reaches a satisfactory level.

5. Employees who are denied an WGI or UMP in violation of this section shall be considered to have suffered an unjustified or unwarranted personnel action and shall be entitled to retroactive compensation IAW 5 CFR Subpart H – Back Pay for a period of up to six (6) years prior to the day that they file a claim under the negotiated grievance procedure contained in Article 12. Back pay claims are considered continuing violations for the purposes of the time limits contained in Section 12.6(3) and 12.7(2).

Section 22.5 – Incentive Awards Program

1. The Agency recognizes the importance to reward those employees that consistently excel in the performance of their duties. Therefore, the Agency will implement and maintain an Incentive Awards Program to recognize employee efforts. The Agency will include a Union representative on the Incentive Awards Committee, to include during annual determinations on the estimated budget available for awards during the coming fiscal year. In order to have a quorum and conduct business, the Incentive awards Board must have a Union representative present as a full voting member, unless the Union declines to participate.

2. Upon request, and after final approval by the Adjutant General (or his/her designee) of an incentive awards board recommendation, the Agency shall provide to the Union an electronic list in spreadsheet format (i.e., file type .xlsx) of all Agency employees (regardless of bargaining unit status) who received an award IAW applicable law, rule, regulation, and this Agreement. The list shall contain the following separate data columns: last name, first name, employing agency (i.e., Department of the Army or Air Force), email address, duty telephone number, position title, position description number, pay plan, occupational code, grade or level, step or rate, name and location of position's organization, veterans preference, tenure, veterans preference for RIF, duty station, immediate supervisor name, type of award, and monetary amount or, for time-off awards (TOA's), number of hours received. For dual status technicians, the list should also include the following data columns: service branch, rank, occupational specialty code (i.e., MOS or AFSC, as applicable), and military unit of assignment.

Article 23

Employee Assistance Program (EAP)

Section 23.1 – General

1. The Agency shall institute a program IAW 5 USC § 7904 to assist employees who may be experiencing personal difficulties or hardships such as substance dependency or abuse, relationship challenges, stress, and other situations which can affect an employee's ability to accomplish their assigned duties. The Agency will not reveal names of persons voluntarily seeking assistance without the employee's written consent. Employees may request the services available through the Agency-sponsored EAP any time. The Agency will advise employees of other programs offered (i.e., Military One Source, Military Family Life Consultants, VA, etc.).
2. The Agency may refer employees to EAP; however, participation in the program is strictly voluntary. Excused absence will be granted for an initial EAP counseling session.
3. A fundamental purpose of EAP is to assist employees with problems that may result in conduct or performance deficiencies. However, the program is not intended to shield employees from corrective action(s). While participation in EAP is strictly voluntary, the Agency may recommend that the employee seek EAP assistance as an alternative to disciplinary action. In these cases, the Agency agrees to hold in abeyance a proposed disciplinary action so long as the employee participates in EAP, does not engage in new instances of misconduct or performance deficiency, and successfully completes the treatment to which he/she is referred. If the employee meets these requirements, the proposed disciplinary action will be rescinded. This provision only applies to first-time offenses or instances where an EAP referral may serve as an alternative to disciplinary action. EAP should not be considered, and may not be invoked, in cases of severe, egregious, or criminal misconduct.
4. EAP does not limit the Agency's right to take administrative and/or adverse action.
5. No disciplinary or adverse action will be taken, specifically, as a result of an employee either using or refusing EAP. This extends to an employee who self-discloses a personal medical/behavioral condition to the supervisor. Participation in rehabilitative programs may be taken in consideration when disciplinary action is pending against an employee.

Article 24

Outsourcing, Contracting Out, and Use of Temporary Appointments

Section 24.1 – General

1. The Parties agree that it is in their interest to preserve manpower positions within the LANG. The Agency will notify the Union as soon as it decides that it is necessary to contract out work which could cause an immediate or eventual RIF or downgrade of employees.
2. The Agency may not advertise a position as temporary when there is a similar permanent position that is currently vacant. For the purposes of this provision, vacant means where no incumbent currently occupies the position. If an incumbent is absent due to military service, the Agency may advertise the position as temporary pending the incumbent's return.

Article 25

Wage Survey

Section 25.1 – Employee Participation

1. The Parties recognize that valuable contributions can be made in regard to developing wage policies and in conducting wage surveys. When requested to do so by the Local Wage Survey Committee (LWSC), the Agency and the Union will select employees as data collectors on the basis of their qualifications, to assist in the collection of wage data.
2. If selected by the LWSC to host the collection of wage data, the Agency will furnish temporary office space and communication equipment (computer terminals, telephone, and fax machine) as necessary in order to support the DoD Wage and Salary Survey Team.
3. The Agency may provide employees serving as data collectors with access to GSA vehicles in order to facilitate their collection of local wage data.

Article 26

Labor/Management Cooperation

Section 26.1 – Joint Agency-Union Sponsored Training Sessions

1. The Parties may conduct joint Agency-Union training sessions. The training sessions may include training on the administration of this Agreement, Alternate Dispute Resolution (ADR) or Interest Based Bargaining (IBB) methods, and other topics specifically related to Labor/Management Relations (LMR).

2. Training conducted will be on Official Time.

Section 26.2 – Labor/Management Relations (LMR) Training

1. Employees serving as Union Representatives may be granted official time in conjunction with attendance at training sessions sponsored by the Union, to include time for travel to and from the training event, provided that the subject matter of such training is in the public interest and will benefit the U.S. Government, the Labor Organization, and the LANG.

2. Requests to be excused to attend Union sponsored training will be submitted, with justification to the supervisor and HRO, as soon as possible but no later than fourteen (14) days prior to the training session.

3. Approval/Disapproval notice will be returned by e-mail no later than seven (7) days after the request is received IAW Section 26.2(2).

4. Information needed for approval of LMR Training is as follows:

- a. The name and title of the Union Representative(s).
- b. The name or title of the Union sponsored training session.
- c. The agenda of the Union sponsored training session, to include total number of hours.
- d. The specific dates of training.
- e. The total number of hours requested.
- f. Location of Training, i.e. facility and address.

5. Upon completion of the training, a certificate or a letter certifying the attendance is required to verify excused absence.

6. Verification of attendance will be given to immediate supervisors for time keeping purposes.

7. When LMR training constitutes official business (i.e. training is in the public interest) and is considered beneficial IAW 5 USC §7131 (d)(2), travel and per diem may be paid IAW appropriate law or regulation.

Section 26.3 – Orientation of New Employees

1. All new employees shall be informed by the Agency that the Union is their exclusive representative. The Agency will provide employees an informational packet concerning the Union, its role in the workplace and the benefits of Union membership. The Union will be responsible for any costs associated with the creation and delivery of informational packets to the Agency for distribution at new employee briefings.

2. The Agency will also allow the Union an appropriate amount of time to brief new employees on their rights, the Union's role in the workplace, and the membership benefits of the Union.

Section 26.4 – Labor Management Relations Council

1. The Parties acknowledge a common interest for improving operations of the LANG, and the wellbeing of its employees. The Parties agree to establish a Labor Management Relations Council (LMRC) to consider and suggested improvements in the areas of personnel policies, practices, and working conditions.

2. To the greatest extent possible, the Council will consist of an equal number of representatives from the Union and Agency, usually six (6) members, three (3) from each organization, who have the authority to bargain or negotiate on behalf of their organization. Normally, composition of the teams is recommended as follows; however, the Parties can mutually agree to adjust the number and composition of their team as they see fit.

3. It is suggested that the Parties meet semi-annually, or more often if by mutual agreement. The meeting location will be mutually agreed upon by both Parties. Generally, the matters discussed may include, but are not limited to are:

- a. The interpretation and application of this Agreement.
- b. The identification and/or correction of conditions causing grievances and misunderstandings.
- c. Prevention of accidents.
- d. Improving communications between employees and supervisors.
- e. The encouragement of good human relations between employees and supervisors.
- f. Maintaining employee productivity and morale.
- g. The promotion of the Equal Employment Opportunity (EEO) Program.

- h. The promotion of education, training, and health.
 - i. The reduction of absenteeism.
 - j. The improvement of working conditions.
 - k. The interpretation and application of rules, regulations, and policies.
4. The Council will not consider individual grievances, complaints, or disputes. Upon completion of each meeting the Council will submit recommendations, if any, to both Management and the Union.
 5. Any action proposed by the Council that would affect employee conditions of employment shall be subject to review prior to implementation.
 6. The Labor Relations Specialist (LRS), or other designee, will act as a facilitator and compile agenda items in preparation for committee meetings. The meeting time, location, and agenda shall be communicated to all participants no later than fifteen (15) days prior to the meeting.
 7. The meeting format shall be informal in order to allow a free and open discussion. The Council's primary goal is to find common-sense and mutually beneficial solutions that ensure the LANG will accomplish the mission in the most effective and economic way.

Section 26.5 – Pre-Decisional Involvement

1. The Parties agree to engage in pre-decisional involvement to the fullest extent practicable, on negotiable subjects of bargaining under 5 USC § 7106.
2. When the Parties meet in a pre-decisional capacity, the Agency agrees to release information about the subject matter with the Union in order to allow the substantive and intelligent discussion. The release of information must be in accordance with law, but without the need for a request under Section 2.3(2).
3. Agreements reached during pre-decisional discussions and meetings held IAW this section may satisfy the requirements of Section 6.2.

Appendix A

Notice of Right to Union Representation During Investigations

DATE: _____

MEMORANDUM FOR: _____

1. In accordance with (IAW) Article 5, Section 5.4(2)(a)(3), and IAW 5 USC §7114(a)(2)(B), you have the legal right to request Union representation during any examination or questioning by a representative of the LANG.

2. Should you exercise your right for Union representation, the investigation or questioning cannot continue until:
 - a. The Union representative is present (either in person or via teleconference);
 - b. You're advised of the subject and purpose of the interview; and,
 - c. You have had an opportunity to consult in private with the Union designated representative.

3. Please indicate your selection below:
 - a. _____ I wish to exercise my right to Union representation.
 - b. _____ I do not want Union representation at this time. However, I reserve the right to invoke my right to Union representation anytime during the course of this investigation.

EMPLOYEE SIGNATURE

DATE

4. Point of contact is the undersigned.

AGENCY REPRESENTATIVE NAME

Telephone:

E-mail:

Appendix B

LA NATIONAL GUARD OFFICIAL TIME REQUEST 24 HOURS OR LESS – PLEASE PRINT CLEARLY		
Union Representative Name		Union Representative Telephone
Supervisor Name		Duty Location and Work Section
Reason for Request		
Departure Date	Departure Time	Destination
Return Date	Return Time	Management POC at Destination
Reason for Request		
Union Representative Signature		Date
Supervisor Action		
Recommended/Approved <input type="checkbox"/> YES <input type="checkbox"/> NO		Total Time Approved (including travel to and from if applicable)
Comments (if request is not approved provide reason and an alternate date/time when request can be fulfilled)		
Supervisor Signature		Date
HRO Action		
Recommended/Approved <input type="checkbox"/> YES <input type="checkbox"/> NO		Total Time Approved (including travel to and from if applicable)
Comments (if request is not approved provide reason and an alternate date/time when request can be fulfilled)		
Supervisor Signature		Date

Appendix C

LA NATIONAL GUARD GRIEVANCE FORM PLEASE PRINT CLEARLY		
Employee Name		Employee Telephone
Duty Location		Work Section
Grievance Narrative (please include Article and Section of CBA that applies)		
Proposed Resolution		
Union Representation <input type="checkbox"/> Employee Request Union Representation <input type="checkbox"/> Employee Waives Union Representation		
Employee Signature		Date
Step 1		
Date Submitted	Response Date	Management Representative Name/Position
Resolved (attach justification) <input type="checkbox"/> YES <input type="checkbox"/> NO		Management Representative Signature
Step 2		
Date Submitted	Response Date	Management Representative Name/Position
Resolved (attach justification) <input type="checkbox"/> YES <input type="checkbox"/> NO		Management Representative Signature
Step 3		
Date Submitted	Response Date	Management Representative Name/Position
Resolved (attach justification) <input type="checkbox"/> YES <input type="checkbox"/> NO		Management Representative Signature

- If the grievance is not resolved at Step 3 the Parties may invoke arbitration.
- Only the Union or the Agency may invoke arbitration.

