

**PREAMBLE**

THIS AGREEMENT IS MADE AND ENTERED INTO BY AND BETWEEN THE ADJUTANT GENERAL OF MASSACHUSETTS, HEREINAFTER REFERRED TO AS THE "EMPLOYER/EMPLOYER", AND LOCAL #3004, AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES (AFL-CIO), A LABOR ORGANIZATION AS DEFINED IN PL 95-454, HEREINAFTER REFERRED TO AS "THE UNION" AND COLLECTIVELY KNOWN AS THE PARTIES.

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## **DEFINITIONS:**

**ADVERSE ACTION:** A personnel action taken as a result of an administrative decision that results in discharge, suspension, furlough without pay, or reduction-in-grade or compensation.

**AIR COMMANDER:** As used throughout this Agreement, the term "Air Commander" is intended to include Detachment Commander as appropriate.

**AUTHORITY:** The Federal Labor Relations Authority.

**CONDITIONS OF EMPLOYMENT:** Personnel policies, practices and matters, whether established by rule, regulation or otherwise, affecting working conditions except that such term does not include policies, practices and matters as follows:

- a. Relating to political activities prohibited under federal law (Sub-Chapter III of Chapter 73 of Public Law 95-454 and the Hatch Act).
- b. Relating to the classification of any position, or
- c. To the extent such matters are specifically provided for by federal statute.

**CONSULT:** A mutual exchange of views between the EMPLOYER and the UNION in order to seek out and give bonafide consideration to the others views.

**DISCIPLINARY ACTION:** An oral admonishment, if recorded, written admonishment, or written reprimand.

**EMPLOYER:** The Adjutant General, management officials, supervisors, and other representatives of management having authority to act for the Adjutant General in matters governed by Title VII, PL 95-454.



**ESSENTIAL OPERATIONS/ESSENTIAL OPERATIONAL COMMITMENTS:** A necessary event affecting the ability of the unit to secure or protect its vital resources and perform its assigned mission.

**ESSENTIAL PERSONNEL:** Any EMPLOYEE whose function or job directly relates to Essential Operations/Essential Operational Commitments.

**FORMAL DISCUSSION:** A meeting or discussion between one or more representatives of the EMPLOYER and one or more EMPLOYEES in the unit or their representatives concerning any grievance or any personnel policy or practices or other conditions of employment.

**INFORMAL DISCUSSION:** A meeting between the UNION and Management, a UNION representative and a Management representative, or a bargaining unit S and a supervisory EMPLOYEE, for a discussion which does not threaten the rights of the

EMPLOYEE.

**MEET AND CONFER:** To negotiate in good faith.

**NEGOTIATIONS:** Decision making by both parties through good faith, give-and-take discussion and compromises, wherein, neither parties is required to make concessions.

**OPERATIONAL NECESSITY:** Any change necessary to maintain the safety and efficiency of the mission, a necessary event affecting the ability of the unit to secure or protect its vital resources and perform its assigned mission.

**OTHER DUTIES AS ASSIGNED:** Assignments should be reasonably related to the technician's position description and qualifications. If any "other duties" should be assigned with such frequency as to meet the definition of major duties, the job description must be revised.

**PAST PRACTICE:** A past practice is an established pattern of response to a given situation, set over a period of time, accepted either implicitly or explicitly by the parties involved, but not set in writing nor formally agreed to. Such past practice may only be changed after meeting and working in cooperation with the appropriate UNION official at the work location.

**QUALIFIED:** Possessing the demonstrated ability, based on performance standards and quality or qualities as determined by management necessary to accomplish the task or tasks to be performed.

**SCHEDULE:** A written statement outlining work hours and workdays for a given period of time.

**SENIORITY:** Length of service as a federal EMPLOYEE (service computation date).

**SHIFT:** A specified number of hours and days an EMPLOYEE is required to work within a pay period. STATUTE PL 95-454.

**STEWARD:** A UNION representative of a group of fellow EMPLOYEES who carries out representational functions of the UNION within an operation.

**TENURE GROUPS:** Tenure groups are the categories in which technicians are grouped based on length of employment and completion of probationary/trial periods.

(1) **TENURE GROUP I.** Permanent competitive service technicians with career status, who have successfully completed their probationary period, and permanent excepted service technicians who have successfully completed a trial period.

(2) **TENURE GROUP II.** Permanent technicians who are serving, a trial or probationary period. This category includes competitive service technicians with career-conditional status and excepted service technicians who have not completed their trial period. Competitive service technicians under career appointments who must serve a probationary period are also in tenure II.

(3) TENURE GROUP III. Technicians who serve under indefinite appointments in the excepted service.

**THE UNION**. AFGE Local # 3004, a lawful organization in which EMPLOYEES participate for the purpose of dealing with the EMPLOYER concerning grievances, personnel policies and practices, or any other matter affecting the working conditions of the EMPLOYEES.

**UNION OFFICERS**. President, Vice Presidents, Secretary, Treasurer, Chief Steward, Council 164 Delegate, Fair Practices/ Women's Coordinator, and Sergeant-at-Arms elected by the membership and identified in writing to management.

## ARTICLE 1

### **RECOGNITION AND COVERAGE**

**Section 1.** The unit to which the agreement is applicable is comprised of all Massachusetts Air National Guard technician EMPLOYEES at 102FW Otis ANGB, 212<sup>th</sup> Engineering Installation Sq., 253<sup>rd</sup> Combat Communication GP, and the 267<sup>th</sup> Combat Communication Sq. Excluding all professional EMPLOYEES, management officials, supervisors, Mass. ANG State Headquarters, and EMPLOYEES described in 5 USC 7112 (b) (2) (3) (4) (6) and (7).

**Section 2.** The EMPLOYER recognizes that the, American Federation of Government Employees Local 3004, is the exclusive representative of all EMPLOYEES in the Bargaining Unit as defined in Section "1" above.

## ARTICLE 2

### **MATTERS FOR NEGOTIATIONS**

**Section 1.** It is agreed that personnel policies, practices and matters affecting working conditions, not expressly contained in this Agreement, shall not be changed by the EMPLOYER without prior notice to, and negotiated with the UNION. So far as maybe appropriate under the statute.

**Section 2.** It is agreed that the parties shall meet at reasonable times and negotiate in good faith. The Parties agree that these provisions will be strictly followed in resolving issues under this Article prior to implementation.

**Section 3.** Should the EMPLOYER at the National, State or Local Unit level propose any changes described in section 1, a fifteen (15) day written notice of the proposed change shall be provided to the UNION, unless operational necessity requires a shorter notice period. It is agreed longer notice periods are in the best interest of the Parties and should be provided whenever feasible. The UNION shall notify management, in writing, within fifteen (15) working days of receipt of above notice as to its intent to invoke bargaining/negotiation of said change(s). Any change, either actual or proposed, shall not occur until completion of negotiations, when invoked. Changes ordered from higher headquarters shall not relieve the EMPLOYER of its duty to negotiate with the UNION. Only the UNION President or designee has the authority to agree or negotiate on these changes.

**Section 4.** The EMPLOYER shall consult or negotiate as appropriate, prior to the issuance of new regulations or directives changing personnel policies, practices or working conditions over which the EMPLOYER has control. No changes shall be made in any existing working conditions without consultation and negotiation, if requested. Copies of memoranda, instructions, and notices published by the EMPLOYER affecting any of the above practices will be forwarded to the UNION no later than five (5) working days of local receipt.

## ARTICLE 3

### **RIGHTS OF THE EMPLOYEES**

**Section 1.** Each EMPLOYEE shall have the right to form, join, or assist any Labor organization or to refrain from any such activity freely and without fear of penalty of reprisal, and such EMPLOYEE shall be protected in the exercise of such right, except as otherwise provided under Chapter 71. Such rights include the right:

- A. To act for a labor organization in the capacity of a representative, and the right in that capacity to present the views of the labor organization to heads of agencies and other officials of the executive branch of the Government, the Congress, or any other appropriate authorities, and
- B. To engage in collective bargaining with respect to conditions of employment through representatives chosen by EMPLOYEES.

**Section 2.** The labor organization will take such action, consistent with law or with directives from higher authority, as required, in order to assure the EMPLOYEES are apprised of the rights described in this Article, and that no interference, restraint, coercion, or discrimination is practiced by the EMPLOYER.

**Section 3.** The terms of this Agreement do not preclude any EMPLOYEE from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable laws, rules, regulations, or established National Guard Bureau policy.

**Section 4.** The rights described in this Article do not extend to participation in the management of an EMPLOYEE organization, or acting as a representative of any such organization, where such participation or activity would result in a conflict of interest or otherwise be incompatible with law or with the official duties of an EMPLOYEE.

**Section 5.** The EMPLOYER agrees that, as part of orientation, all new technicians appointed to a position in the bargaining unit shall be informed of the UNIONS exclusive status and will be advised of their right to join or not join the UNION. UNION notification will be documented on the in-processing checklist. The HRO/Remote will invite representatives from the American Federation of Government Employee's Local 3004 to take part in the new EMPLOYEE orientation. The UNION may provide handouts to HRO personnel which will be given to new technicians when Union representatives did not attend.



## ARTICLE 4

### **EMPLOYER-UNION COOPERATION**

**Section 1.** The EMPLOYER shall furnish the UNION, at their request but normally not more often than quarterly, a list of the names of EMPLOYEES covered by this Agreement and identifying information, within the limitations of laws and regulations.

**Section 2.** Topics for negotiation may be discussed informally by representatives of the UNION and the EMPLOYER. If such informal discussion fails to resolve the problems, upon written notice of not less than ten (10) work days, either party to the Agreement will meet with the other for the above purpose, provided the notice states the agenda matter to be discussed. In urgent situations and by mutual agreement the parties shall meet at the first opportunity. Formal discussions will be held as required. The UNION will be notified in writing, immediately but no later than five (5) working days upon local receipt of changes in laws, rules and regulations of appropriate authority, or decisions which require changes over which the EMPLOYER has no control. When the laws, rules or regulations leave administrative discretion to the EMPLOYER in the implementation of the required change, the parties will consult and negotiate, if requested.

**Section 3.** Officially requested and approved meetings between the EMPLOYER and the UNION will normally be conducted during regular work hours. Official time shall be granted for attendance at such meetings, if the individual is otherwise in a duty status. The EMPLOYER may adjust UNION representatives work hours if necessary to facilitate attendance. At least two (2) UNION representatives shall be authorized to attend these meetings; however, the number of UNION representatives shall not exceed the number of management representatives. Reasonable time shall be authorized the UNION representative(s) attending the meeting, with prior coordination and approval by the EMPLOYER without charge to leave, to draw up requests or recommendations in connection with officially requested or approved meetings with the EMPLOYER.

**Section 4.** Both parties agree to attempt to settle all grievances at the lowest possible level of authority.

**Section 5.** National representatives and other UNION staff members shall be admitted to EMPLOYER premises by prior arrangement, through the Air Commander or representatives as follows:

- A. A telephone call will be made from the UNION to the Air Commander to request access and will give the general purpose of the visit.
- B. If the Air Commander is not available, the Vice-Commander or one of the group commanders will be contacted personally. Verbal approval or denial will be given during this contact, if possible. If denied, the UNION may submit a written request to the EMPLOYER to provide a written rationale for the denial to the UNION within five (5) working days.  
There will be no unreasonable delay in responding to the request for access or approval or denial of official time for UNION officers (Local President, Vice

President, or representative in their absence) to meet with the AFGE representative.

C. Official time shall be authorized, when appropriate for such meetings. Sound and reasonable judgment will be used by the AFGE representative in requesting official time and by management in responding to such requests considering the party's obligations and responsibilities under the terms of the contract.

**Section 6.** UNION officers and stewards work hours may be adjusted, when requested by the UNION in order to permit them to accomplish their responsibilities as UNION officials. If denied, the UNION may submit a written request to the EMPLOYER to provide a written rationale for the denial to the UNION within one (1) working day. The President of this UNION may be assigned to the normal day shift to perform UNION duties and responsibilities.

**Section 7.** The parties agree to continue to demonstrate affirmative willingness to meet at reasonable times, and confer in good faith, with respect to personnel policies, practices, and matters affecting working conditions, so far as may be appropriate under applicable laws and regulations, including policies set forth in the FPM, published EMPLOYER policies and regulations, a National or other controlling agreement at a higher level in the EMPLOYER.

**Section 8.** UNION officers and stewards work hours may be adjusted, depending on work requirements, to allow them to attend the regularly scheduled monthly UNION meeting.

**Section 9.** The EMPLOYER shall provide the UNION with a statistical review of the results of incentive award committees by unit/organization for bargaining unit members.

**Section 10.** The UNION will be given the opportunity to provide literature for new bargaining unit EMPLOYEES. The HRO representative, will handout such literature at the new EMPLOYEE's orientation class. Such publication will be limited to advising new EMPLOYEES of their rights.

**Section 11.** Local Area Network (LAN): The use of the LAN system by the UNION and Management is considered another form of communication to expedite the free flow of messages between the parties. It is understood that at any time either party can request a hard copy with letterhead and signature. The LAN system shall not be considered an acceptable substitute.

**Section 12.** Where as the remote designee is an extension of the HRO any correspondence sent through the HRO remote designee at the 102 FW Otis ANGB will be recognized as correspondence sent to the HRO.

**Section 13.** The UNION office will be supplied one computer connected to the LAN. The computer will be in good working order and consist of CPU, Monitor, and Keyboard.

## ARTICLE 5

### **UNION REPRESENTATION**

**Section 1.** The EMPLOYER agrees to recognize officers, representatives and shop stewards elected by the UNION hereinafter referred to as the UNION representatives in this Article. The UNION agrees to furnish the EMPLOYER, in writing, each year, a current list of names of the officers, representatives and shop stewards and to notify the EMPLOYER in writing of any changes thereto as they occur.

**Section 2.** A number of shop stewards, who shall be Massachusetts Air National Guard technicians, shall be the number reasonably required to ensure that EMPLOYEES in the unit have ready access to a Steward. There shall be UNION representatives and alternates for the Units located at 102FW, 212<sup>th</sup> Engineering Sq., 253<sup>rd</sup> Combat Communication GP, and the 267<sup>th</sup> Combat Communication SQ.

**Section 3.** The UNION shall, to the extent required by applicable law, rule, regulation, Statute, and Executive Order, represent all bargaining unit eligible EMPLOYEES of the EMPLOYER.

A. The UNION shall have sole discretion in waiver of its representational interests in any matter it deems appropriate to do so, but in such instances, fully retains its right to be present at any formal discussion, which might ensue thereafter in order that it may protect its interest. The UNION further retains its right to review and approve/disapprove any settlement agreement reached between the EMPLOYER and any bargaining unit member(s) being represented by them or some other representational agent, unless prohibited by law, rule or regulation.

B. Stewards shall be authorized to consult with management, and shall be authorized to conduct business on behalf of the UNION and consistent with this Agreement.

C. The UNION shall be notified of all new EMPLOYEES hired in a position included in the bargaining unit.

D. Union representatives will be granted "Official Time" when representing technicians by visiting, phoning and writing to elected representatives in support of desired legislation which would impact the working conditions of EMPLOYEES represented by AFGE Local 3004.

**Section 4.** It is agreed that the President of the UNION or designee is authorized to consult with the Adjutant General or designee by prior arrangement in matters, which may be of such gravity that such action is deemed appropriate. Such meetings to be only after all efforts have been taken to resolve these matters with the Air Commander / Detachment Commander/Labor Relations Specialist (LRS.)

**Section 5.** There shall be no restraint, interference or coercion against a UNION Representative, because of the performance of their authorized representational functions.

**Section 6.** A representative of the UNION shall be notified by the EMPLOYER and have the right to be present in formal discussions of personnel policies or practices affecting working conditions between the EMPLOYER and member(s) of the bargaining unit. In addition to the notice, the UNION must be provided at least a general idea of the subject of the meeting.

**Section 7.** It is agreed that internal UNION business such as soliciting membership, collection of dues, electing officers, and meetings shall be performed during a time the EMPLOYEE is in a non-duty status.

**Section 8.** Each UNION representative, shall obtain permission from their respective immediate supervisor before leaving the job to conduct representational functions. If such business concerns another EMPLOYEE, permission will be requested from the supervisor of the EMPLOYEE concerned to be released from the EMPLOYEES work assignment. Should permission be denied and a satisfactory agreement cannot be reached between the supervisor and the UNION representative/EMPLOYEE, the UNION representative/ EMPLOYEE may submit a written request to the supervisor to provide an immediate written explanation for the denial. All personnel will notify their respective supervisors when they return to their assigned work areas. It is agreed that the minimum/appropriate amount of time necessary to conduct these representational functions will be used.

**Section 9.** The responsibilities of the UNION officials and stewards shall include:

- A.** Seek to determine the merits of an EMPLOYEE's complaint through the collection and consideration of facts.
- B.** Evaluate the merits of the complaint to determine whether or not the complaint is frivolous and/or unwarranted and to discourage frivolous and unwarranted complaints.
- C.** Encouraging EMPLOYEES to seek resolution of complaints through open and informal discussion with their immediate supervisor, and informing the EMPLOYEE that the steward shall accompany/represent the EMPLOYEE, if desired, in the preparation and/or presentation of a grievance.
- D.** Informing management and supervisory personnel of specific circumstances surrounding potential problem areas with a view to improving working conditions and preventing EMPLOYEE complaints.

**Section 10.** The UNION Treasurer will have adequate official time (2 days per calendar year) provided to complete LM-3 Tax reports.

**Section 11.** The EMPLOYER shall annually notify its EMPLOYEES of the Weingarten Rights in accordance with the Civil Service Reform Act of 1978.

## ARTICLE 6

### **USE OF OFFICIAL FACILITIES**

**Section 1.** The EMPLOYER shall make space available for UNION meetings outside regular work hours. Both parties understand that the UNION shall comply with all security rules applicable to the area and perform such housekeeping duties as necessary.

**Section 2.** The EMPLOYER shall provide at Otis Air National Guard Base a suitable office, capable of being secured, and for the exclusive use by the UNION in bldg. #158. The designated office is room 113. The EMPLOYER shall continue to provide the following items in good condition to the UNION: two (2) desks, seven (7) chairs, two (2) five drawer filing cabinets and one (1) telephone. The EMPLOYER shall provide a class "C" telephone line in conjunction with a "DSN" line for the sole purposes relating to labor-management relation's activities. The UNION agrees that use of the office space during duty hours as authorized herein, shall be kept to such limits as will ensure a minimum disruption of work on the part of the principals involved. It is further agreed that all other use of this space shall be confined to non-duty hours.

**Section 3.** It is the understanding of the parties that the EMPLOYER shall not be held liable for injuries which occur on EMPLOYER premises except to the extent provided by law when such premises are used outside regular duty hours for UNION business. It is not the intention of the parties to deny any individual any entitlement to Worker's Compensation for claims which that office judges to be appropriate.

**Section 4.** Reasonable and appropriate UNION messages shall be provided to management for announcement over the PA system.

## **ARTICLE 7**

### **PUBLICITY**

**Section 1.** Labor organization notices or bulletins shall be displayed in designated areas. Literature hosted or distributed within an activity, however, must not violate any law, the security of the activity, or contain libelous or false material. Violation of standards concerning content and distribution of literature will be grounds for removal and or correction of the literature.

**Section 2.** The EMPLOYER agrees to provide space at each activity upon which to hang bulletin boards for the posting of UNION literature. Bulletin boards size shall not be larger than 3 feet by 2 feet except for existing boards. Space will also be provided for a bulletin board in close proximity to the UNION office for the exclusive use of the UNION.

**Section 3.** Copies of this Agreement shall be furnished by the EMPLOYER to all new Bargaining Unit Members during orientation. Additionally one copy will be given and posted in all work areas for immediate review. Fifty (50) additional copies shall be furnished to the UNION for its use. The EMPLOYER agrees to post the contract on the INTRANET web page. Should a unit not have or fail to maintain a web page hard copies of the contract will be published and distributed.

**Section 4.** Copies of all HRIBs and TEBs shall be furnished to the UNION.

**Section 5.** The EMPLOYER agrees to add the local's phone number to the cover of all phone books distributed to each unit, they also agree to add the name and phone number of the UNION'S President, Vice President, and Chief Steward to any quick reference phone listing.

**Section 6.** The EMPLOYER agrees to have a link on the base INTRANET website directing EMPLOYEES to their UNION representatives. This list will give phone numbers; e-mail addresses and other negotiated topics and or contacts.

## ARTICLE 8

### HOURS OF WORK

**Section 1.** The purpose of this article is to set the terms of the basic work requirements, meaning the number of hours, excluding overtime hours, which an EMPLOYEE is required to account for by leave or otherwise. The EMPLOYER has identified minimum core times of coverage from 7:30am to 4:00pm, and 7:30am to 12:00 am for those areas with a two shift operation.

1. The **102<sup>nd</sup> FW** has identified minimum core hours of coverage as 7:30am to 10:00pm utilizing a two shift operation where manpower allows. The elected hours of operation will be:
  - A. M-F (8 hrs/5 days) 6:30am to 3:00 pm for the first shift and 2:30 pm to 11:00 pm on second shift. The following schedule was designed to meet core times of; a basic forty-hour (40) work week which will consist of eight (8) hours bi-weekly per day from Monday thru Friday of each week.
2. The **253<sup>rd</sup> / 267<sup>th</sup> Otis Combat Communications** facility has identified minimum core hours as 9:00 am to 3:30 pm. The facilities hours of operation will be from:
  - A. M-F 6:30 to 5:30 pm.
  - B. All technicians assigned to either facilities have the option of selecting one of two work schedules: M-F; 8 hours per day; or the Alternate Work Schedule (AWS) which consist of eight 9-hour days and one 8-hour per day period, and one Monday off (the 8-hour day will be the Friday prior to the Monday off).
3. The **212<sup>th</sup> Engineering Squadron** has identified minimum core hours as 8:00 am to 4:00pm. The elected hours of operation will be either:
  - A. M-F (8hrs/5 days) 8:00am to 4:00pm with a floating 20 minute lunch break.
  - B. M-F (10hrs/4 days) optional start days of Monday or Tuesday beginning work at 7:00am to 5:00pm with a 20 minute floating lunch break.

**Section 2.** The parties to this Agreement when requested will enter impact and implementations over abnormal Schedules, which do not fall within the hours defined, but are required in order for the EMPLOYER to meet its mission.

**Section 3.** Supervisors/Directors must submit a by name revised work schedule to the UNION and HRO for EMPLOYEES subject to duty hours outside of the prescribed hours. This schedule will indicate the organization/directorate, name, duty position and days/hours of work for each EMPLOYEE.

1. Currently there is an agreement between the parties to allow for the 102FW Maintenance Operations Center (MOC), 102FW Alert facility, and the 102FW Command Post to work outside of the prescribed hours of operation.

**Section 4.** Depending on the circumstances of an individual's personal hardship, situations may occur preventing an EMPLOYEE from working under a CWS program, or the basic workweek. The supervisor is authorized to adjust the EMPLOYEE'S hours with their consent, without notifying the Union.

**Section 5.** The EMPLOYER will post Work schedules not less than two (2) weeks in advance unless such scheduling would handicap the unit from meeting mission requirements or that costs would be substantially increased. If it is reasonable, work schedules may be two (2) to four- (4) pay period in duration.

**Section 6.** Changes in shift/tour of duty shall be distributed and rotated equitably among qualified EMPLOYEES. However, upon mutual agreement between equally qualified EMPLOYEES the opportunity to change shifts will be given subject to management approval. If denied, the UNION may submit a written request to the EMPLOYER to provide a written rationale for the denial to the EMPLOYEE within five (5) working days. The original scheduled EMPLOYEE'S shift will count as a tour of duty for rotational record purposes. In the event of a grievance over this section, subject to the Privacy Act, records maintained by the EMPLOYER will be made available for UNION review.

**Section 7.** The EMPLOYER may provide a reasonable amount of time, consistent with the nature of the work performed, for EMPLOYEES to clean up prior to lunch period and at the end of the workday.

**Section 8.** Management agrees that rest periods for the EMPLOYEES are beneficial and necessary. Each EMPLOYEE will be granted a rest period of fifteen minutes approximately in the mid-first half and a rest period approximately in the mid-second half of the shift. In areas involving continuous operations, the supervisor may establish other arrangements with respect to timing of rest periods.

**Section 9.** Lunch periods will be 1/2 hour in duration. Anyone required to eat on-the-job as a result of work requirements prior to or later than the above schedule, shall be credited with on-the-job lunch in accordance with the current regulation. When on-the-job lunch period is in effect, the technician must spend the time in close proximity to the workstation, and be available for work. The on-the-job lunch period shall consist of not more than twenty (20) minutes. The lunch period shall normally be between four (4) and six (6) hours after the start of shift.

**Section 10.** Tours of duty shall not be established or modified solely for the purpose of avoiding the payment of holiday, premium, compensatory, or night/differential pay.

**Section 11.** Technicians are not entitled to monetary compensation for overtime work. If overtime work is required, the technicians will be granted an amount of compensatory time off on an hour-for-hour basis.



**Section 12.** Consideration will be given to senior qualified EMPLOYEES within the work center when premium pay or holiday pay is involved. The EMPLOYER agrees to give EMPLOYEES as much notice as possible before directing an EMPLOYEE to work overtime.

**Section 13.** When an EMPLOYEE agrees to work two (2) or more hours of overtime following an eight/nine (8-9) hour shift, the EMPLOYEE may be granted up to a one (1) hour break of non-duty time, if requested.

**Section 14.** When it is absolutely necessary for an EMPLOYEE to return to work outside the basic work schedule, the EMPLOYEE will be granted compensatory time at the rate of one (1) hour for one (1) hour, but in no case will the EMPLOYEE receive less than two (2) hours of compensatory time.

**Section 15** Compensatory time shall be utilized within twenty-six (26) pay periods following the pay period in which it was earned. Subject to workload, compensatory time off will be granted at the EMPLOYEE'S request. If not used within the 26 pay periods, it will be forfeited, unless approval is refused by management (due to mission requirements or exigencies of the service) at a prior date on an SF 71, then compensatory time will be reinstated.

**Section 16.** All days designated as holidays by law, regulation, or by Executive Order will be observed as non-work days for all EMPLOYEES not required to work to meet emergencies or essential operational commitments. Holidays, which fall on Saturday or Sunday, will normally be observed in accordance with applicable regulations. EMPLOYEES performing, manning, maintenance, or security type functions, or other assignments that requires them to work other than the Monday through Friday basic work week, will be entitled to holiday benefits in accordance with applicable regulations. The EMPLOYER has the right to determine work, which must be accomplished on a holiday, and to require that EMPLOYEES report to work in accordance with such determination.

**Section 17.** The EMPLOYER may, upon request, for a valid reason, excuse an EMPLOYEE from working overtime or on a holiday providing another qualified EMPLOYEE familiar with the work is available for the holiday work or overtime work.

**Section 18.** Once scheduled to work a holiday or overtime, management shall make every reasonable attempt to give the EMPLOYEE seventy-two (72) hours advance notice before any cancellation/change is made.

## ARTICLE 9

### **EQUAL EMPLOYMENT OPPORTUNITY**

**Section 1.** There shall be no discrimination as prohibited under law, rule, or regulation because of race, color, religion, sex, national origin, age or handicap. The parties agree to promote Equal Employment Opportunity.

**Section 2.** When a local Affirmative Employment Plan in an office is being developed or revised the EEO Committee shall meet to develop recommendations for the plan. The Committee shall include UNION representation. The Committee shall also review the effectiveness of applicable EEO plans and programs to make recommendations to remedy shortcomings in them.

**Section 3.** When appointing and training EEO counselors, management shall appoint and train EEO counselors selected from a list of nominees. This list shall include the names of any EMPLOYEES who have been nominated by the UNION; Counselors who may be selected from this list will be trained by the EMPLOYER in accordance with OPM standards. The EEO Counselors will use the S.E.E.M as a POC.

**Section 4.** Discrimination complaints shall be processed in accordance with statutory procedures and not under this Agreement's grievance arbitration procedure.

**Section 5.** Any Technician who initiates an EEO complaint is entitled to representation at any time during the complaint process.

## ARTICLE 10

### LEAVE ADMINISTRATION

#### *ANNUAL LEAVE*

**Section 1.** Annual leave shall be administered in accordance with existing and future laws, rules, regulations and TAGMA Pam 630-1. Every reasonable attempt consistent with the workload will be made to satisfy the desires of the EMPLOYEES with respect to the approval of annual leave. The minimum charge to annual leave shall be 15 minutes.

**Section 2.** Efforts shall be made to grant annual leave for longer periods to EMPLOYEES who desire to take vacations. The EMPLOYER agrees if leave cannot be scheduled at the time requested by the EMPLOYEE, the supervisor shall consult with the EMPLOYEE to determine if the leave can be scheduled at an alternate time convenient to the EMPLOYEE and EMPLOYER.

**Section 3.** EMPLOYEES shall submit annual leave requests to the EMPLOYER using form SF 71.

A. Requests for scheduled annual leave shall be submitted, on SF71, to the first line supervisor in duplicate. The supervisor, to acknowledge receipt of the request, shall initial, date and immediately return the duplicate copy to the technician. The EMPLOYER has two (2) work shifts (48 hours) after submission, to disapprove the annual leave.

(1). The request will be made to the second line supervisor if the first line supervisor is not available.

B. Senior EMPLOYEES have 30 calendar days from date of approval to exercise seniority rights. When the thirty calendar days have elapsed, seniority will not be considered. Seniority shall take precedence with each EMPLOYEE only once per 365-day period.

C. The EMPLOYEE shall submit annual leave requests (SF71) as far in advance as possible and the EMPLOYER shall establish annual leave schedules, available upon request by the UNION and/or the EMPLOYEE, to ensure that all EMPLOYEES are given the opportunity for a vacation period and for using all excess leave.

**Section 4.** After reporting for work, request for unscheduled annual leave shall be made to the first line supervisor not later than two (2) hours after the start of the scheduled work shift. The request will be made to the second line supervisor if the first line supervisor is not available. In the event of an emergency, the two-hour notice may be waived.

**Section 5.** Supervisors of shops with more than one shift will create projected EMPLOYEE work schedules at least six (6) months in advance. These Schedules will

show the projected work shift of EMPLOYEES for the next six (6) months. Schedules will help EMPLOYEE'S schedule annual leave and other issues. (I.e. child care, education, and personal purposes)

- A. These schedules are only projected schedules and will be subject to change with mission requirements.

### ***SICK LEAVE***

**Section 6.** Sick leave shall be administered in accordance with existing and future laws, rules, regulations, and TAGMA Pam 630-1. The minimum charge to sick or annual leave shall be 15 minutes.

**Section 7.** Sick leave shall be authorized in all bonafide cases. Scheduled sick leave will be granted on OPM Form 71 as far in advance as possible. Unscheduled sick leave will be granted by the appropriate Supervisor. When requesting unscheduled sick leave every reasonable attempt to have a direct conversation with the appropriate supervisor will be made. The EMPLOYER may set up a "sick line" which EMPLOYEES will call if direct conversation with the appropriate supervisor has failed. "Sick line" personnel will then notify the applicable work center.

- A. Medical certificates may be required when absent in excess of three (3) consecutive workdays and the technician was incapacitated from the performance of duties by physical or mental illness, injury, pregnancy, or childbirth.
- B. EMPLOYEE certificates may be required when the EMPLOYEE is absent in excess of three(3) consecutive workdays and the technician was not incapacitated from the performance of duties by physical or mental illness, injury, pregnancy, or childbirth.

**Section 8.** When there is reason to believe that sick leave is being abused the EMPLOYEE will be advised in writing prior to requiring a medical or EMPLOYEE certificate. An EMPLOYEE who is on notice may be required to produce certificates, IAW the above paragraphs (A) and (B), for absences of three (3) days or less. An EMPLOYEE will be put on notice for a maximum of 12 months.

**Section 9.** Sick leave may be advanced to an EMPLOYEE not to exceed a maximum of thirty (30) days at any time subject to the following:

- A. Request for advancement of sick leave shall be supported by a medical certificate.
- B. All available accumulated sick leave shall be exhausted before advancement.
- C. Annual leave that would otherwise be forfeited is used.
- D. There is reasonable assurance that the EMPLOYEE shall return to duty to earn and repay advance credits.

## ***COURT LEAVE***

**Section 10.** A technician is entitled to leave without loss or reduction in pay, leave to which they are otherwise entitled, credit for time or service for their performance rating, during an absence with respect to which he/she is summoned in connection with a judicial proceeding, by a court of higher authority responsible for conduct of that proceeding, to serve:

- A. As a juror; or
- B. As a witness on behalf of any party in connection with any judicial proceeding to which the United States, the District of Columbia or a state or local government is a party.

**Section 11.** When an EMPLOYEE is excused or released by the court for any day or portion thereof, he/she will be expected to return to duty or be charged with annual leave or leave without pay. Normally, when less than 4 hours remain in the workday or returning to duty would create a hardship the EMPLOYEE will not be expected to return to duty.

## ***OTHER LEAVE***

**Section 12.** Military leave shall be granted IAW existing and future laws, rules, regulations and TAGMA Pam 630-1.

**Section 13.** Administrative leave may be granted to the UNION representative(s) for attendance at UNION-sponsored training conferences that are beneficial to management and the labor organization.

- A. When administering this section, management will also consider administrative leave for attendance at labor/management conferences sponsored by the Federal Government or professional labor/management societies on subjects, which are mutually beneficial to management and the labor organization.
- B. Request for administrative leave for purposes identified in Section 2 will be submitted through channels to the Adjutant General, ATTN: HRMO at least ten (10) work days in advance, whenever possible. The request will contain information pertaining to the duration and purpose, and it will contain a copy of the agenda.

**Section 14.** A reasonable amount of administrative leave (not to exceed three (3) workdays in a calendar year) is authorized to those technicians who are members of a volunteer fire department to participate in an emergency during normal duty hours provided the immediate supervisor authorizes the release of the EMPLOYEE. If the fire fighting duties take place during non-duty hours and extend into duty hours, administrative leave may be granted for the normal duty hours spent in fire fighting duties. If the fire fighting duties take place during non-duty hours and do not extend into

duty hours, the EMPLOYEE will be allowed an eight/nine 8/9 hour period from the end of fire fighting duties to report for work for the remainder of the EMPLOYEES work shift. If the EMPLOYEE elects to use all or any portion of this eight/nine 8/9-hour period, the EMPLOYEE will be on annual leave, LWOP, or compensatory time for that portion of the eight hours which falls during duty hours. The EMPLOYEE will call supervisor prior to departing from home to determine the adjusted reports time. If the EMPLOYEE so requests, they may be granted annual leave or LWOP up to a full day from the period of release from the volunteer fire department and the return to duty. The EMPLOYER may request verification of such activities.

**Section 15.** When an EMPLOYEE does not report for work and fails to notify the first line supervisor (or the second line supervisor), of the absence, the EMPLOYEE will be carried in an AWOL status until the supervisor approves or denies the unscheduled leave. If the leave is approved the AWOL shall be changed (Annual, LWOP, Sick, or Comp. Time, as requested by the EMPLOYEE). If the leave request is denied, the EMPLOYEE shall be carried in an AWOL status until the EMPLOYEE next reports to work.

**Section 16.** The authorization of leave for maternity reasons shall be governed by current laws to include and cover both genders. EMPLOYEES may request either annual leave, sick leave, compensatory time off or LWOP, for the care of family members, recuperation, periods of adjustment, adoption or foster care.

**Section 17.** EMPLOYEES who volunteer while in a duty status as blood donors in EMPLOYER approved blood drives, may receive up to four (4) hours of Administrative leave.

**Section 18.** Family Medical leave will be authorized IAW with existing and future laws, rules, regulations and TAGMA Pam 630-1.

## ARTICLE 11

### TECHNICIAN TRAVEL

**Section 1.** The desire of the EMPLOYER is that EMPLOYEES be housed in adequate quarters while on TDY. The following provision applies to EMPLOYEES while on TDY except when attending training courses, emergency mission requirements, or in support of a military unit on contingency exercises in the field. The adequacy of Government quarters at deployed locations will be followed using the DoD, Air Force and ANG Directives for "Common Standards of Adequacy" and Technicians will travel IAW the Joint Travel (JTR), volume 2. Technicians will be billeted IAW AFI 34-246 at all TDY destinations including, but not limited to, Coast Guard, Navy, Army, and Marine bases. Personnel housed should have the same quality facilities, furnishings, and services as they would find in a good quality, mid level, commercial hotel.

**Section 2.** TDY within the EMPLOYERS control and beyond the military commitment (15 days) of each EMPLOYEE may be performed in a technician status at the EMPLOYEE'S option, when such an option exists.

**Section 3.** All travel will be scheduled on a rotating basis, IAW Article 29, in a fair and equitable manner to meet mission needs as determined by the EMPLOYER. Whenever possible, EMPLOYEES will receive their travel orders prior to travel. The UNION and the EMPLOYER agree it is in the best interest to all concerned to obtain the government credit card.

**Section 4.** Travel will normally be scheduled during the regular work schedule of the EMPLOYEE. However, it is agreed that EMPLOYEES will be in compensatory time status for time in travel outside their regular work schedule if the travel involves performance of work while traveling or is carried out under arduous conditions or results from an event, which could not be scheduled or controlled administratively. This is in accordance with 5 USC 5544.

**Section 5.** EMPLOYEES will not be required to travel during unreasonable hours between 2400 and 0600 if there are more reasonable schedules that meet mission requirements. The EMPLOYER will schedule en route stops when the travel time is expected to exceed 12 hours. When travel is delayed beyond the EMPLOYEES control and the duty day or/plus travel time exceeds 16 hours the EMPLOYEE may seek lodging without prior approval. Reclining seats on planes, trains, or busses are not acceptable sleeping accommodations. A reasonable rest period at the TDY point will be provided before an EMPLOYEE is to report for duty when duty and/or travel time exceeds 8 hours or when EMPLOYEE traveled between the hours of 2400 and 0600.

**Section 6.** Transportation for official duties of TDY personnel will be in full compliance with DOD JTRs and will be provided as necessary at the TDY installation. Additional transportation will be provided if justified.

**Section 7.** An EMPLOYEE volunteer or non-volunteer selected for assignment involving travel may request that they be excused and such request will be considered provided other qualified EMPLOYEES as determined by management are available for

assignment.

**Section 8.** Records of travel assignments for unit EMPLOYEES shall be maintained for 2 years and available for review, when requested by the UNION.

**Section 9.** When a site survey is conducted by the unit prior to a TDY or deployment, a copy of the site survey report will be provided to the UNION as soon as it is completed.

**Section 10.** Technicians requiring to change or exchange rooms while in TDY status will be granted compensatory time for relocating. Compensatory time off will not be allowed for a voluntary move not directed by the EMPLOYER.

**Section 11.** EMPLOYEES performing “on-call” status and available for immediate duty, while on a TDY assignment; will be granted compensatory time for all hours in an “on-call” duty status.

**Section 12.** Prior to a planned mission in a technician status away from home station, affected personnel shall be briefed by appropriate management representatives no later than five days prior to EMPLOYEE’S departure. The briefing will include, but is not limited to, types of travel, types of quarters, types of leave used, use of credit cards, names of supervisors in charge, types of culture, expected fees or charges associated with TDY and other important information.



## ARTICLE 12

### **TRAINING AND EDUCATION**

**Section 1.** Subject to the availability of funds and training facilities, the EMPLOYER agrees to provide such training as is essential to the mission accomplishment.

**Section 2.** Selection for a training course established as a condition of promotion eligibility shall be given to the individual selected for the position in accordance with the Merit Placement Plan.

**Section 3.** The EMPLOYER agrees to provide training when available at a time acceptable to the EMPLOYER on existing equipment and troubleshooting procedures when requested by the EMPLOYEE, providing training requested is within the EMPLOYEE'S performance standard.

**Section 4.** All EMPLOYEES are encouraged during non-duty hours to pursue education, training, and other developmental activities according to their own interests in order to better qualify themselves for their work or profession, or to contribute to their general growth and enlightenment as individuals. Therefore, an EMPLOYEE will be given consideration by the EMPLOYEE'S supervisor to change shift with another EMPLOYEE in the same section to accommodate this need.

**Section 5.** The Parties agree to encourage all bargaining unit members who participate in EMPLOYER sponsored training for any purpose to make an effort to obtain as much from the training as can be expected. Equitable training shall be made available to the UNION President and/or designee(s) in conjunction with training made available to the EMPLOYER for program(s) which directly impact the bargaining unit.

**Section 6.** When an EMPLOYEE becomes medically disqualified and is unable to continue performance in their current position, management will make positive efforts in accordance with applicable laws and regulations to effect assignments to another available position in which it is determined the EMPLOYEE can satisfactorily perform. An EMPLOYEE, reassigned in this way, will be given adequate training to perform duties in the new assignment.

**Section 7.** Military technicians required to attend AFSC/Academy credited schools will have the option of attending that school in either Military or Technician status, to the maximum extent possible.

**ARTICLE 13**  
**REDUCTION-IN-FORCE PROCEDURES (RIF)**

**Section 1.** All Reduction in Force (RIF) will be carried out in compliance with applicable laws and regulations and sections of this Article.

**Section 2.** The EMPLOYER agrees to meet and confer with the UNION regarding the implementation of those RIF actions which are negotiable so as to minimize the impact of the RIF on the personnel affected when a RIF is announced.

**Section 3.** When the EMPLOYER institutes a RIF, no EMPLOYEE shall be affected by any personnel action related to the RIF unless and until the EMPLOYER has taken the following steps:

- A. An EMPLOYEE reached by a RIF action shall be given a minimum of sixty (60) days notice and a maximum of ninety (90) days from the announced effective date of the personnel action which informs the EMPLOYEE in specific terms of:
1. The type of personnel action anticipated;
  2. The rights of the EMPLOYEE, accompanied by a UNION representative, to review the retention register no less than forty-five (45) days prior to the effective date of the effective date, to insure that the proper standing is assigned to the EMPLOYEE;
  3. The rights of the EMPLOYEE to appeal any alleged irregularities in the personnel action through the negotiated grievance procedures.

**Section 4.** Technicians within the RIF competitive area will be listed on retention registers according to their respective competitive levels, tenure group, and technician appraisal performance level. To compute retention standing, the three most recent official technician appraisals will be utilized by assigning a point value to the performance level of each appraisal as follows:

<b>Outstanding</b>	=	<b>3 points</b>
<b>Excellent</b>	=	<b>2 points</b>
<b>Satisfactory</b>	=	<b>1 point</b>
<b>Unsatisfactory</b>	=	<b>0 points</b>



The point values of the three appraisals will be used to determine a retention register performance level. If an EMPLOYEE does not have three (3) appraisals, the non-rated period(s) will be rated satisfactory.

**Section 5.** EMPLOYEES having the same appraisal score will be ranked according to length of Service Computation Date (SCD) as a federal EMPLOYEE, then Technician Service Date.

**Section 6.** For purpose of determining retention standing for RIF purposes, no performance appraisal shall be used that is given after the date of official notification.

**Section 7.** The EMPLOYER agrees to advise the UNION of such developments as soon as it knows the official date of implementation of such developments.

## ARTICLE 14

### **POSITION DESCRIPTION AND CLASSIFICATION**

**Section 1.** Both parties agree that the position description is a general guide and outline of the duties of the position. Critical work elements will be required to be performed as major duties and responsibilities of the position description.

**Section 2.** All changes to a position description, shall be provided to the UNION and the EMPLOYEE and discussed with the EMPLOYEE concerned .

**Section 3.** When so requested, the EMPLOYER agrees to explain to EMPLOYEES the basis of classification of their positions and to give each EMPLOYEE an opportunity to resolve questions as to the adequacy and accuracy of duties and responsibilities of their position. In addition, the EMPLOYER agrees that an EMPLOYER representative, knowledgeable in classification procedures, shall provide guidance. When a firm and definite decision has been determined by the EMPLOYER or higher authority, which would have an adverse affect on the pay or status of the EMPLOYEE, the UNION and EMPLOYEE will be notified immediately.

**Section 4.** An EMPLOYEE has the right to appeal the classification of their position to which they are officially assigned.

**Section 5.** An EMPLOYEE desiring to file a classification appeal will first discuss the matter with their EMPLOYER before being referred to an HRO classification specialist.




**Section 6.** The phrases “other duties as assigned” or “Other related duties” in position descriptions are used to establish the principle that the assignment of duties to EMPLOYEES is not limited by the contents of the position description. Assignments should be reasonably related to the EMPLOYEES position and qualifications. However, due to mission requirements, there may be a logical need for the EMPLOYEE to have an assignment outside the scope of the position description. These duties assigned will be mission essential and will avoid a reclassification of the EMPLOYEE or the EMPLOYEE’S position. Appropriate training for duties will be provided as required. This phrase will not be used to regularly assign work to an EMPLOYEE, which is not described in the position description and will not be used to change qualifications of the position. If any “other duties” should be assigned with such frequency as to become “regularly assigned” and they meet the definition of major duties, the position description should be revised.

## ARTICLE 15

### **PERFORMANCE APPRAISAL**

**PREFACE:** This Article provides for the appraisal by the EMPLOYER of the performance of duties and responsibilities by bargaining unit EMPLOYEES in accordance with the Civil Service Reform Act (CSRA) of 1978, and part 430 of the Office of Personnel Management (OPM) as implemented in MANG TPR 430. The performance system, as applied to bargaining unit EMPLOYEES shall be fair, equitable, objective and job-related. Where performance measurement is to be a factor in any personnel action, this procedure will be the sole procedure for measuring performance of bargaining unit EMPLOYEES.

**Section 1.** The following article regarding the appraisal system is for informational purposes only. Should management make any changes, the UNION will be afforded its statutory rights. All EMPLOYEES in the bargaining unit will be evaluated on an annual basis under a performance evaluation system that includes performance standards and critical elements of performance that are significant and directly related to the official position description and the major duties and responsibilities contained therein. A technician serving a trial/probationary period is not to be given an official performance appraisal until after completing the required 12 months of Federal Service. The Parties have elected to use a four-tier system in accordance with TAGMA PAM 690-1. The system ratings are:

0. **Unsatisfactory:** rating requires justification, to be approved at the next higher level, documentation must be provided, and reflected in the comments block.
1. **Satisfactory:** rating requires the supervisor to provide verbal feedback, or written if requested, for the EMPLOYEE the opportunity to progress. 
2. **Excellent:** rating requires only supervisor and EMPLOYEE signature stating that appraisal has been accomplished. If requested by the EMPLOYEE, the supervisor shall provide verbal/written feedback for progression. 
3. **Outstanding:** rating requires only supervisor and EMPLOYEE signature stating that the appraisal has been accomplished. 

**Section 2.** The EMPLOYER agrees to EMPLOYEE participation in establishing critical elements and standards. Such participation will be encouraged and will take place prior to the implementation of the performance standards and elements. The UNION shall be given an opportunity to be represented at any group discussions involving elements and standards. Each EMPLOYEE will be given the elements and standards for their position, in writing, by the EMPLOYEE'S immediate Rating Official before they become effective. Any performance appraisal cycle beginning after the effective date of this agreement will follow the criteria outlined in MA HRO Appraisal Form 430-1.

**A.** Promoted/reassigned EMPLOYEES will be informed of performance standards and critical job elements within thirty (30) days of assignment.

**Section 3.** After the development of the Performance Standard and Critical Elements, the

EMPLOYEES shall be given a copy (NGB Form 430(T)) at the beginning of the evaluation period. At that time, management shall assure that such standards and elements are discussed with the EMPLOYEE. After the expected performance standards have been discussed, the Rating Official and the EMPLOYEE will sign the Form. The reviewer is only required to sign when there is a disagreement between the Rating Official and the EMPLOYEE regarding the written standards and critical job elements, or when the EMPLOYEE refuses to sign. The EMPLOYEE'S signature on the Form indicates only that the EMPLOYEE has discussed the performance standards and critical elements with the supervisor. It does not constitute agreement. The EMPLOYEE and the HRO are provided a copy of this Form at the time it is signed and dated.

**Section 4.** EMPLOYEE performance shall be continually evaluated against the performance standards for the EMPLOYEE'S position. Progress reviews must be informative and developmental in nature and should focus on how to improve, if necessary, future performance

- A. The Rating Official will review performance with technicians at least once every 180 calendar days into appraisal period. These reviews will be known as "progress reviews". If the Rating Official conducts only one progress review per year it will be known as the "6-month progress review". A brief written record shall be made of each review and will be dated and signed by the Rating Official and EMPLOYEE. A copy will be provided to the EMPLOYEE at time of signing and a copy will be attached to the EMPLOYEES NGB Form 904-1. This written record will suffice as documentation on the NGB Form 904-1 IAW TAGMA PAM 690-1 and will be removed when the annual performance appraisal is completed. The EMPLOYEE may make written comments in response to the written record and these comments be placed in their file along with the written record attached to the NGB Form 904-1.
- B. The Rating Official may give more than one progress review, as required. These reviews will be documented in the same manner as Section 4 paragraph A. The EMPLOYEE has the same right to write comments to these reviews as on Section 4 paragraph A. At no time will 180 calendar days pass without a progress review, unless under reasonable circumstances. (i.e. leave, TDY)

**Section 5.** Rating Officials shall meet with individual EMPLOYEES to discuss their scheduled annual performance appraisals, in accordance with Section 11. The overall performance appraisal rating is based on the total sum of each critical element plus the overall rating on non-critical elements, divided by the total of elements rated to receive an average rating which shall fall between 0-3.0. The average score will equate to: **Outstanding** 3-2.25, **Excellent** 2.24-1.5, **Satisfactory** 1.49-.75, and **Unsatisfactory** .74-0. In the event the EMPLOYEE does not have an opportunity to perform a non-critical element during the rating period, no rating should be assigned, and the words "Not Rated" should be written. The EMPLOYEE'S signature on the appraisal form shall be requested at the time the appraisal is presented. The signature in all cases indicates only that the evaluation and discussion process took place. It does not constitute agreement with the rating.

- A. Progress reviews and appraisals will be conducted in a private location. Only the technician and Rating Official need be present during the reviews and appraisals.
- B. The EMPLOYEE will receive a copy of their appraisal after the EMPLOYEE signs the appraisal form no later than the end of the appraisal meeting or presentation.
- C. Recommend that signatures be obtained in the following order; Rating Official first, Reviewing Official second, and the Technician last.

**Section 6.** When an EMPLOYEE is alleged to be performing at an unsatisfactory level, a meeting shall be held notifying the EMPLOYEE in writing of their unsatisfactory performance. The letter will include actions that must be taken by the EMPLOYEE to improve performance to a satisfactory level, and what assistance shall be provided by the EMPLOYER to improve their performance (see TAGMA PAM 690-1 Chapter 9). The EMPLOYEE, if they so elect, shall have a UNION official present at this meeting. The EMPLOYEE will be given no less than sixty (60) and no more than ninety (90) days to bring their performance up to a satisfactory level. At the end of the opportunity period, EMPLOYEES shall be reevaluated and informed in writing of their performance. If the performance has not improved and corrective action is necessary, the following procedures shall be applicable.

- A. An EMPLOYEE whose reduction in grade or removal is proposed by the Rating Official will be given a minimum thirty (30) day written advance notice, subject to procedures established by law. The notice shall specify instances of unsatisfactory performance by the EMPLOYEE on which the stated proposed action is based and the established critical elements of the EMPLOYEE'S position involved in such instances of unsatisfactory performance. A copy of the notice will be provided to the UNION, subject to the EMPLOYEE'S written approval. The notice will advise the EMPLOYEE that they may be represented by AFGE in this matter.
- B. The EMPLOYEE will be given reasonable time, but not less than fifteen (15) workdays to answer the advance notice orally and/or in writing.
- C. An EMPLOYEE who has been given an advance notice of an action to separate or reduced in grade under this Article, may request an extension of the effective date of such action by requesting a meeting with the next higher level or if warranted, the Assistant Adjutant General for Air. Such a request shall be made in writing and must be submitted within ten (10) workdays of the receipt of the advanced notice. This meeting shall take place prior to the effective date of the action to separate or reduction.

(1) At this meeting, the EMPLOYEE or representative may make an oral or written presentation supporting solely the reason for the requested extension and not arguing the merits of the proposed separation or reduction.

(2) If this meeting does not take place, through no fault of the EMPLOYEE making the request, or if the decision is not received by the EMPLOYEE on or before the effective date of the reduction, or removal action, the action shall be delayed until the decision of the next higher level or Assistant Adjutant General for Air is so received.

(3) The written decision of the next higher level or Assistant Adjutant General for Air will contain findings, conclusions and decision relative to the request for extension.

**Section 7.** An appraisal may be postponed for a reasonable period under circumstances when an EMPLOYEE is performing unsatisfactory because of temporary circumstances, or events outside of the control of the EMPLOYEE (such as; family, emotional or health problems) which can be clearly identified and established by the EMPLOYEE or representative. This shall be accomplished in writing.

**Section 8.** Within thirty (30) days of assignment of a unit EMPLOYEE to a new Rating Official or, change in the EMPLOYEE'S position or duties, or change in the standards, or critical elements related to the position, the Rating Official shall fully discuss the position description, new or revised standards, if required, critical elements, and the satisfactory level of performance expected of the EMPLOYEE, and shall assure that the EMPLOYEE has a copy of the current position description, standards and critical elements. An EMPLOYEE'S evaluation period will commence only after the Rating Official has fully discussed the performance standards and critical elements with the EMPLOYEE. Guidance for closeout appraisals is provided below:

- A. If 120 days have not passed since the Employee's last appraisal the EMPLOYEE and the new Rating Official will indicate in writing that the discussion has taken place, a copy given to the EMPLOYEE, and a copy placed in the Supervisors EMPLOYEE performance folder. This form will be dated and signed by the Rating Official and EMPLOYEE. The gaining Rating Official will include the period from the last appraisal, not more than 120 days.
- B. If more than 120 days have passed, there will be a closeout appraisal conducted by the losing supervisor. The Gaining supervisor will discuss and issue appropriate items listed in Section 8 and in accordance with TAGMA PAM 690-1.

**Section 9.** An EMPLOYEE may file an appeal of their performance appraisal, including unsatisfactory, to the State Review and Appeals Board as provided by law. A performance appraisal appeal must be submitted to the State Review and Appeals Board no later than 30 calendar days after receipt of the official performance appraisal.

**Section 10.** The State Review and Appeal Board will consist of three (3) members selected by the Adjutant General. Selection shall be made within fifteen (15) days after receipt of a Performance Appraisal Appeal. Qualifications of the members must be in accordance with the provisions by law. The State Review and Appeals Board shall convene within thirty (30) days after the board is formed. All time limits in this specified

section may be waived by mutual agreement of management and the UNION. All EMPLOYEES in the bargaining unit who participate in the State Review and Appeal Board process shall be in a duty status.

**Section 11.** The following appraisal periods are established:

<b><u>BIRTH MONTH</u></b>	<b><u>RATING PERIOD ENDING DATE</u></b>	<b><u>DUE DATE</u></b>
January	31 January	28 February
February	28 February	31 March
March	31 March	30 April
April	30 April	31 May
May	31 May	30 June
June	30 June	31 July
July	31 July	31 August
August	31 August	30 September
September	30 September	31 October
October	31 October	30 November
November	30 November	31 December
December	31 December	31 January

**A.** The appraisal date, if otherwise due, shall be delayed until the end of the 60 day period for an EMPLOYEE who has received a notice that they are performing unsatisfactorily, in accordance with Section 6 of this Article.

**B.** Each EMPLOYEE shall be evaluated on an Annual basis as scheduled in Section 11 of this Article. The current Rating Official shall give such appraisal providing they have supervised the bargaining unit EMPLOYEE for at least 120 calendar days. In any case, where the Rating Official has not supervised a bargaining unit EMPLOYEE for 120 calendar days, the annual appraisal shall be deferred until the 120 day period.

**Section 12.** Any dispute over the interpretation and application of this Article may be processed under the Negotiated Grievance procedure. UNION representatives shall not be penalized in their rating for carrying out their labor management representational functions under the terms of this agreement and the provisions of public law 95-454.



## ARTICLE 16

### **CLASSIFICATION APPEALS**

**Section 1.** Responsibilities: The EMPLOYER is responsible for establishing procedures for processing classification appeals. This Article is for the purpose of clarification only and will not be subject to the grievance procedure.

**A. HRO Remote Designee offices will:**

- (1). Provide technical advice and assistance to technicians in resolving classification questions.
- (2). Make accessible to technicians and the UNION information upon which classification decisions are based.
- (3). Advise and assist EMPLOYEES on procedural aspects of filing classification appeals.

**B. Supervisors will:**

- (1). Inform EMPLOYEES of their rights to appeal the classification of their positions and the procedures to be followed.
- (2). Explain to EMPLOYEES the basis of the classification of their position, with assistance from the Human Resources Management Office.
- (3). Attempt to resolve questions as to adequacy and accuracy of duties and responsibilities in EMPLOYEES official position description. (PD)
- (4). Inform the Human Resources Management Office promptly of any major changes in duties and responsibilities in appealed positions.
- (5). Process the appeal promptly.

**C. EMPLOYEES will:**

- (1). Attempt to resolve questions about the classification of their positions with their supervisor and the Human Resources Management Office.
- (2). Furnish all information required in the classification appeal promptly.
- (3). Inform the Human Resources Management Office of a decision to withdraw the appeal action.

**Section 2. Who May Appeal:** The rights of an EMPLOYEE to appeal the classification of the EMPLOYEES position, as explained below, are in addition to any other rights of appeal they may have under other regulations. A classification appeal is processed separately from any other appeal.

**A. An EMPLOYEE may appeal the classification of their position through the**

following channels:

(1). General Schedule EMPLOYEE may appeal to the Field Advisory Service and subsequently to the OPM if dissatisfied with Field Advisory Service's decision, or may appeal directly to the OPM.

(2). Wage EMPLOYEE'S may appeal directly to the Field Advisory Service through the State Adjutant General; if the EMPLOYEE is dissatisfied with the Field Advisory Service's decision, the EMPLOYEE may make further appeal to the OPM.

**B.** OPM requirements on procedures and time limits must be observed in all instances.

**Section 3.** What may be appealed: An EMPLOYEE may appeal only the current classification of the position to which they are officially assigned. Action on the results of the appeal is taken for all members who have participated, as well as for other eligible EMPLOYEES occupying identical positions. The following may not be appealed under the classification appeal procedures:

- A. Official positions classification standards.
- B. Federal pay schedules and locality wage rate schedules.
- C. Changes in step rate resulting from personnel actions.
- D. Personnel actions and questions of authorized duties and responsibilities.

**Section 4.** Appeal Actions: The following is the general classification appeal action process.

**A.** The Human Resources Management Office (HRO):

(1). Determines whether the appeal meets the requirements of a classification appeal.

(2). Assures there is a mutual agreement among the EMPLOYEES and the supervisor regarding the statement of duties and responsibilities recorded on the official position description. Where there is a mutual agreement, the following statement is entered on the position description: "The undersigned hereby certifies that the foregoing is an accurate and complete description of this position." The EMPLOYEE and the supervisor sign the certificate.

(3). Includes any comments and/or recommendations and forwards the appeal and all substantiating documents required to the State Adjutant General.

**B.** The State Adjutant General:

(1). Reviews the appeal to determine justification and that it meets all requirements.

(2). Makes comments and/or recommendations if deemed necessary.

(3). Insures that all actions are completed within 30 days of the EMPLOYEE'S appeal submission.

(4). Refers the appeal to the Field Advisory Service and notifies the EMPLOYEE in writing of the referral.

C. Field Advisory Service's:

(1). A qualified position classifier reviews the appeal.

(2). Processes the appeal promptly and transmits an appeal decision through channels to the EMPLOYEE.

**Section 5.** The UNION is available to assist EMPLOYEES in presenting their appeals.

## ARTICLE 17

### **HEALTH AND SAFETY**

**Section 1.** The EMPLOYER agrees to provide and maintain safe and healthful working conditions for EMPLOYEES. The EMPLOYER and the UNION agree that safety is a collective effort and a responsibility of the EMPLOYER, the UNION, and the EMPLOYEES. When EMPLOYEES and the UNION representatives observe hazards, they shall be promptly reported to the immediate supervisor. The UNION will be represented on any EMPLOYEE Safety Council formed at locations governed by this agreement.

**Section 2.** The UNION agrees to designate one member to serve on any EMPLOYEE Safety Council.

**Section 3.** The EMPLOYER agrees to provide available necessary emergency medical treatment for on-the-job injuries and medical emergencies.

**Section 4.** If injury or occupational disease is suffered in the performance of duties, benefits shall be in compliance with the Federal EMPLOYEES Compensation Act. The EMPLOYEE has the right to choose the medical facility for treatment.

**Section 5.** The EMPLOYER and the UNION agree to promote the need for maintaining the cleanliness and neatness of all facilities. The EMPLOYER agrees to make every reasonable attempt to ensure proper quality and testing of heating, air conditioning, ventilation, lighting, and water systems.

**Section 6.** An EMPLOYEE or group of EMPLOYEES who believe that they are being required to work under conditions which are unsafe or unhealthy beyond the normal circumstance inherent to the operation, will report such conditions to the appropriate supervisor and the UNION immediately. The EMPLOYER appropriate to the situation will make a determination as soon as possible. Depending upon available work, the supervisor may assign the affected individual(s) to other work until the evaluation is accomplished.

**Section 7.** All accidents will be reported and processed in accordance with applicable regulations. Both parties encourage prompt reporting of accidents.

**Section 8.** The UNION agrees to share with the EMPLOYER the promotion of safety practices and the prevention of safety violations.

**Section 9.** The minimum numbers of EMPLOYEES involved with a hazardous work task, appropriate safety directives and regulations will determine working in a hazardous environment.

**Section 10.** Periodic checks with/by another EMPLOYEE are required when an EMPLOYEE is working alone in an industrial area.

**Section 11.** The UNION shall be notified in writing of safety meetings, inspections and

environmental studies affecting the health and welfare of bargaining unit EMPLOYEES and upon request shall receive copies of findings.

**Section 12.** Wind chill calculations are based on the NOAA/NWS wind chill chart dated 1 November 2001. The wind chill temperature at which all outside activity will stop (with the exception of mandatory alert activity and national emergencies) is -20 degrees Fahrenheit. Wind chill notifications and updates will be received from the on-base weather specialist, located in the air traffic control tower. The on-duty MOC controller will be the single point of contact between the tower and aircraft maintenance.

**Section 13.** The UNION and the EMPLOYER agree that it is in the best interest of both parties to maintain a comfortable working temperature. For this reason the EMPLOYER agrees to work with the UNION to resolve problems with environmental inadequacies. If an inadequacy exists for an extended period, the EMPLOYER shall meet and confer on a temporary solution until a permanent solution is accomplished.

**Section 14.** In order to promote the health and welfare of all EMPLOYEES, the EMPLOYER and the Union agree that smoking is prohibited in all enclosed buildings and work areas.

**Note:** The present agreed upon areas for smoking will continue to be used until Management supplies adequate shelter outside of each building, at that time all smoking inside that appropriate building will cease.

**Section 15.** Extreme heat in most work locations in Massachusetts should be rare. However, it is recognized that a few work locations in hot weather become unusually severe. This section will also apply to TDY locations.

**A.** The EMPLOYER recognizes the potential hazards of working outside for extended periods in extremely hot temperatures. Individual tolerance to temperature extremes varies and may be affected by the type of sustained outside activity (light, moderate, or heavy) being accomplished and, therefore, common sense must be applied.

**B.** In accordance with AFOSH/OSHA Standards and AFI 48-151, the EMPLOYER will monitor weather conditions and determine when extremely hot temperatures are a work factor.

**C.** Mission-essential work will be performed to meet requirements. If the outside temperature becomes extremely hot and the EMPLOYER determines it is a work factor, the EMPLOYER will institute appropriate work control measures such as rest periods in cool areas, cool drinking water, etc., to reduce the risks involved in sustained mission-essential outside work.

**D.** If the outside temperature becomes extremely hot and the EMPLOYER determines it is a work factor, the EMPLOYER will make every reasonable effort to minimize sustained non-mission essential outside work. The EMPLOYER will

determine what appropriate work control measures will be instituted to reduce risks involved in sustained non-mission essential outside work.

**E.** The EMPLOYER will make sunscreen and any other PPE required by regulation, available for use by those EMPLOYEES whose duties involve routine and sustained exposure to the sun.

**F.** Dismissal due to excessive heat in most work locations in Massachusetts should be rare. However, it is recognized that a few work locations in hot weather become unusually severe. It is agreed that working in unusually hot areas for extended periods of time can be tolerated only under the most urgent of operational necessities and then only with all available safety practices being used, such as another EMPLOYEE nearby as a monitor, use of fans, accessible drinking water, etc. Normally, when the temperature in an unusually hot/cold work area becomes excessive, the work will be relocated or rescheduled.

## ARTICLE 18

### **EMPLOYEE ASSISTANCE**

**Section 1.** The parties agree that all EMPLOYEES are subject to a variety of personal problems and challenges or behavioral health issues at all levels of responsibility. This program will adhere to the requirements established by the appropriate laws, rules, and regulations. At a minimum, but are not limited to, they will include assurances that:

- A. An EMPLOYEE will not have their job security, promotion opportunities jeopardized by the fact they have requested counseling or referral for treatment.
- B. Voluntary submission to EAP office will not be used in the performance of overall annual appraisal.
- C. The confidential nature of all records of the identity, diagnosis, prognosis, and/or treatment of any EMPLOYEES having any other illness will not be released.
- D. EMPLOYEES having an alcoholism problem or problems related to the abuse of alcohol and other drugs will receive the same careful consideration and offer of assistance that is presently extended to EMPLOYEES having any other illness.

**Section 2.** Debts: Indebtedness is the sole responsibility of the EMPLOYEE. The EMPLOYER will not act as a collection EMPLOYER or undertake to determine the validity of contested debts unless garnished by legal process under existing law.

**Section 3.** This program is a confidential counseling and referral Service for all Federal EMPLOYEES. The EAP provides assistance to EMPLOYEES/families in areas including, but not limited to: Financial, Family problems, (such as; marital, parenting, and death); critical incident stress management (CISM); problems with alcohol and other drugs; health concerns such as serious medical conditions or mental illness and other areas that could adversely impact an EMPLOYEE'S job performance.

**Section 4.** The EMPLOYER will ensure that Supervisors, Managers, Union Representatives, and others as deemed appropriate by management will be provided consistent, on going training of the services available through EAP. Their roles and responsibilities on the use of EAP will be explained, including techniques and procedures for referring EMPLOYEES to the counseling services.

**Section 5.** If the EMPLOYEE is referred to EAP during duty hours he/she will remain in paid status for the duration of the counseling. Should the EMPLOYEE request referral or elects to visit EAP during duty hours they will sign compensatory time, sick or annual leave.

**Section 6.** EMPLOYEES will receive an orientation about the range of services provided by EAP and how to access the program. Participation in the EMPLOYEE Assistance Program shall be voluntary.

## ARTICLE 19

### **EMPLOYEE PERSONNEL FILES**

**Section 1.** Material placed in an EMPLOYEE'S Official Personnel Folder (OPF), Supervisor's file, Medical, Training folder or other DOD/ANG file(s) shall be maintained in accordance with applicable provisions of the Privacy Act and implementing regulations and this Agreement. This includes those files maintained at the EMPLOYEE'S facility. Where required by law, rule, or regulations, any material which becomes a part of the EMPLOYEE'S records shall bear the signature of the person originating the material. The EMPLOYEE shall be given copies of all material that is placed in their OPF, upon request.

**Section 2.** Access to an EMPLOYEE'S OPF, Supervisor's, and Medical file shall be granted to other persons only as authorized by law and OPM regulation. The EMPLOYER shall maintain a log of all persons, outside of HRO or remote designee offices, who have accessed an EMPLOYEE'S OPF. If no such log exists, it will be generated and filed in the EMPLOYEE'S OPF at the time of first request for access to their file is received and granted. The log will be maintained for the life of the OPF folder. Upon written request, the EMPLOYEE shall be permitted to review the log and make a copy in the presence of a management official.

**Section 3.** An EMPLOYEE, pursuant to OPM regulations, may request that a record maintained by the EMPLOYER be corrected or amended if they believe the information is incorrect. The EMPLOYER will inform the EMPLOYEE with in fifteen (15) work days of its determination concerning the EMPLOYEE'S request. An EMPLOYEE who attempts unsuccessfully to correct or amend a record maintained by the EMPLOYER will be advised of the reason for the refusal and may have a statement of disagreement placed in his/her folder or file.

**Section 4.** Only authorized documents shall be maintained in the Official Personnel Folder (OPF), and information contained in the OPF shall not be disclosed to other individuals or agencies except as authorized.

**Section 5.** There shall be maintained only one OPF for each EMPLOYEE in the bargaining unit. Official Personnel Folders (OPF) shall be maintained and kept at the State Human Resources Management Office (HRO).

**Section 6.** The EMPLOYER shall make the OPF of an individual available to the EMPLOYEE at the earliest opportunity when requested by the EMPLOYEE.

**Section 7.** The EMPLOYEE may request to review all their personal records maintained by the EMPLOYER. The EMPLOYEE has the right to review files with a UNION Representative.

**Section 8.** In the event that a letter of reprimand is ruled by appropriate authority to have been unjustly issued, the reprimand and related documents shall be removed immediately and destroyed.



**Section 9.** Personal records, notes, or diaries maintained by a supervisor with regard to the EMPLOYEES performance are merely extensions of the supervisor's memory, and may be retained or discarded at the supervisor's discretion. Such notes are subject to the Privacy Act and the following conditions:

- A. They are kept and maintained for the supervisor's personal use only.
- B. They are not under the control of the DOD or ANG in any way or required to be kept by the DOD or ANG.
- C. They are not circulated to anyone else, including secretarial staff or another supervisor, who do not have a need to know.
- D. They are kept or destroyed solely as the supervisor sees fit.

**Section 10.** Such records, notes, or diaries are to be current and pertinent to help focus on meaningful issues when counseling, evaluating performance, assisting career development, and similar day to day responsibilities.

- A. Such records, notes, or diaries shall not be used as a basis to support the following:
  - (1) A performance evaluation;
  - (2) The denial of a career ladder promotion;
  - (3) The denial of a with in grade increase;
  - (4) Disciplinary or adverse action;
- B. Unless the EMPLOYEE has been shown and provided a copy of such documentation within a reasonable period of time, not to exceed fifteen work days (15), after it has been determined that the information will be used for such purpose, and within a sufficient amount of time before used. If an EMPLOYEE is shown a note, record, or diary as part of the administrative process, they shall be given the opportunity to submit a written response contesting the information contained therein.

## ARTICLE 20

### DETAILS

**Section 1.** A detail is an official personnel action temporarily assigning an EMPLOYEE to a different established position or set of unclassified duties for a specified period of time with the EMPLOYEE returning to their regular assignment at the conclusion of the detail. Technically, a position is not filled by a detail, because the EMPLOYEE continues to be the incumbent of the position from which detailed. It must be emphasized that details must be used in a judicious manner, because only then will they contribute to the efficiency of the National Guard and the morale of the technician work force. The detail procedure shall not become a device to afford certain individuals an unfair opportunity to gain qualifying experience or to prevent others from gaining such experience. Details shall be based solely on a bonafide need.

**Section 2.** The EMPLOYER will record on SF-52 all details in excess of thirty (30) days. Details of five (5) to thirty (30) days shall, if requested by the EMPLOYEE, be annotated by the supervisor on a local form and given to the EMPLOYEE for their own records.

**Section 3.** EMPLOYEES detailed/temporarily assigned to a higher grade position for more than 30 calendar days and functioning at the higher grade level will be temporarily promoted exempt from competition. Temporary promotions for more than 120 days made to a higher/lower graded position must be made under the competitive procedures set forth in the Merit Placement Plan.

**Section 4.** The EMPLOYER will notify the union in writing within five (5) workdays of any details outside of the immediate established work area that has been officially allocated under an appropriate classification system.

**Section 5.** The agency is responsible for controlling the duration of the details and assuring that the details do not compromise the open, competitive principles of the Merit Placement Plan or the principles of the performance appraisal.

**Section 6.** Details will not be used for training or evaluating a technician. It may not be used, for example, to give a technician a trial period before permanent promotion to decide among candidates for permanent promotion, or to train a technician in other positions.

## ARTICLE 21

### **EMPLOYEE COMPENSATION**

**Section 1.** Upon employment, EMPLOYEES shall be oriented regarding their rights and benefits under the Federal EMPLOYEES Compensation Program.

**Section 2.** When an EMPLOYEE suffers an occupational disease, or is injured in the performance of their duties, upon request, but no later than seven (7) workdays, the EMPLOYER shall provide information through the supervisor and the Human Resources Management Office regarding rights and benefits of the EMPLOYEE under the Federal EMPLOYEES Compensation Act.

**Section 3.** An EMPLOYEE'S injury compensation file shall be available for review by the EMPLOYEE or representative upon specific release by the EMPLOYEE and subject to restrictions regarding the disclosure of medical information.

**Section 4.** Normally, not more than once per year, upon written notice by the UNION to management, the OWCP will be requested to explain compensation benefits to all EMPLOYEES.

**Section 5.** An EMPLOYEE whose injury will necessitate being out of work will submit the appropriate forms to the EMPLOYER within five (5) workdays, of the incident to expedite request for benefits. The EMPLOYER shall forward report to OWCP at the earliest date acceptable to OWCP.

**Section 6.** The parties recognize the importance to the EMPLOYEE'S claim that they co-operate with the EMPLOYER and the OWCP in providing any and all requested information as quickly as possible. Failure to timely report injuries and/or to provide requested information could result in a loss of benefits to the individual concerned as determined by OWCP.

## ARTICLE 22

### **DUES DEDUCTION PROCEDURE**

**Section 1.** Payroll withholding of labor organizations dues shall remain in effect regardless of duration of this Agreement except under those conditions defined in PL 95-454.

**Section 2.** All dues deducted, along with a list of names and amounts, withheld shall be forwarded to the designated official of AFGE Local #3004, for each pay period. The payroll office will make the remittance for dues withheld bi-weekly. This remittance will be in a single electronic payment/transfer for the net balance of dues withheld. The payment will be made payable to the local UNION and the address will be furnished to the payroll office as to the accounts to be deposited to "Bank address and accounts". The payroll office will also provide a "UNION Dues Deduction Report" containing the following to the local Treasurer.

- A. Identification of the EMPLOYEE organization
- B. Payroll period
- C. EMPLOYER'S name and organization location
- D. Names and SSN of the EMPLOYEES in alphabetical sequence plus amount deducted
- E. Names of dues paying members from whom no deductions have been made with annotation of the reason (LWOP, revocation, allotment, separation, etc)

**Section 3.** Deduction of dues shall begin with the first pay period which occurs after receipt of the Standard Form 1187 by the Human Resources Management Office provided that Standard Form 1187 is received not later than noon Tuesday preceding the beginning of the biweekly pay period.

**Section 4.** The EMPLOYER shall immediately forward a copy of EMPLOYEE'S request to cancel dues allotment to the UNION.

**Section 5.** An allotment for the deduction of an EMPLOYEE'S UNION dues may also be terminated when an EMPLOYEE submits a properly executed standard Form 1188 or written request for revocation in duplicate to the Human Resources Management Office. Standard Form 1188's shall be made available to EMPLOYEES through the Human Resources Management Office. A termination of an allotment under this Section, shall be effective with the first full pay period following one year from the date the first deduction was made.

**Section 6.** After the first anniversary of original dues deduction, dues revocation can only occur the first pay period following 1 March, provided the revocation notices is received by the Human Resources Office no later than the end of the pay period preceding 1 March.

**Section 7.** Dues deduction will terminate when the UNION submits standard form 1188 to the payroll office, stating that a member is no longer in good standing.

## ARTICLE 23

### WAGE SURVEYS

**Section 1.** The EMPLOYER recognizes the value of the contributions that can be made by its EMPLOYEES in developing wage policies and in conducting wage surveys and will continue to seek the benefits, which accrue, from keeping the EMPLOYEES informed on wage matters. Every reasonable opportunity will be afforded the UNION to make comments, suggestions, and recommendations pursuant to the development of wage policy.

**Section 2.** The EMPLOYER agrees to notify the UNION within five (5) workdays after receipt of a notification of a pending wage survey.

**Section 3.** In response to the Area Wage Survey Committee's notice of a wage survey, the UNION will appoint a primary and alternate representative to participate on the Wage Survey Committee when requested to do so by the Area Wage Survey Committee. The EMPLOYER shall notify the UNION of this request.

**Section 4.** When requested to do so by the Area Wage Survey Committee, the EMPLOYER and the UNION shall select EMPLOYEES as data collectors (each side selecting their own with alternates) of the Wage Area Survey Committee on the basis of their qualifications to assist in the collection of wage data. It is agreed that due consideration shall be given to selecting unit members who have job experience and who meet the necessary qualifications as data collectors outlined in the National Guard Bureau instructions.

**Section 5.** Annually the EMPLOYER will review and consult with the UNION over recertification of special salary requirement changes, endorsements, and recalculations.

## ARTICLE 24

### **COMMITTEE ASSIGNMENTS**

**Section 1.** The EMPLOYER agrees that the UNION will be afforded the opportunity of participating as a member of any technician committee in being, or to be established, affecting day-to-day EMPLOYEE working conditions or having safety or morale implication  
Unless, solely a management committee.

**Section 2.** The UNION shall select the UNION representative(s).

**Section 3.** Any bargaining unit EMPLOYEE authorized by the EMPLOYER to attend any meeting scheduled by the EMPLOYER away from their facility will be entitled to duty time, travel and per diem allowances, if applicable.

**Section 4.** The UNION representative(s) will be allowed to participate in the activities of the committee or working group in a duty status. If requested by the representative(s) and operational requirement permits, the EMPLOYER shall change the EMPLOYEE'S days off to allow participation in a duty status for these purposes. The EMPLOYER shall make every reasonable effort to ensure the availability of the UNION representative(s).

**Section 5.** Before any bargaining unit member is entered into a study which changes the EMPLOYEE'S working conditions, the UNION and the EMPLOYEE shall receive notice stipulating the conditions under which the study will be conducted and a statement of intent and practice by which the data will be used. The UNION and EMPLOYEE shall receive a copy of the study with its submission to the EMPLOYER.

**Section 6.** The UNION will be afforded an opportunity to provide one UNION representative, of the UNION'S choice, to participate in all exercise planning, to include but not limited to Operational Readiness Inspections and Exercises.

## ARTICLE 25

### **ENVIRONMENTAL DIFFERENTIAL/HAZARDOUS DUTY PAY (EDP/HDP)**

**Section 1.** The Adjutant General will form an EDP/HDP Committee. Committee members will consist of a Human Resource Officer or Chairperson who may or may not be designated as the Approving Authority for work situations that warrant the payment of EDP/HDP, Program Manager, Position Classification Specialist, Chief of Maintenance, Safety Officer, Labor Organization Representatives and Technical Advisors as required.

**Section 2.** The Committee, EMPLOYER and the UNION all agree that the Authority for payment and classification can be found in the Federal Personnel Manual (FPM) Supplement 532-1, Subcategory 8, Paragraph S8-7 and appendix J.

**Section 3.** When the UNION determines that a local work situation warrants coverage under payable categories found within the Authority, it will submit to the EMPLOYER an AF form 683 request. Within fifteen (15) workdays of receipt of the UNION's position, the program manager will begin scheduling for the committee to meet for the purpose of negotiating the issue. The UNION will use the program manager as a submission point; at that time the program manager will forward a copy to all Committee members for review.

**Section 4.** When the supervisor determines or proposes that a local work situation is such that it should be included or excluded from coverage under payable categories found in the Authority the supervisor will notify the program manager via an AF form 683. Any submission warranting justification for payment may be directly submitted to all committee members for review. The Program manager will schedule a committee review meeting after all safety reviews have been submitted.

**Section 5.** When the UNION or the EMPLOYER determines that there is need to establish additional percentages or categories to the Authority for which EDP/HDP should be paid, it will notify the other party of such proposed changes. Within fifteen (15) workdays of receipt of such proposal, the Program Manager will schedule a Committee meeting for the purpose of negotiating a joint request to establish such percentages or categories.

**Section 6.** All parties agree that no change as a result of any survey, audit or evaluation involving EDP/HDP will take place without negotiating the impact and implementation of such findings with the UNION. Immediate safety issues and concerns may be implemented in good faith prior to UNION negotiations.

**Section 7.** When the EDP/HDP Committee Chairperson determines that non-payment of EDP/HDP is warranted during an official committee meeting, any member of the committee may request additional time for scheduling of technical advisors and or additional information to support continuation of payment. Any final decision or non-payment made from the Chairperson will be appealed to the Adjutant General

**Section 8.** The EDP /HDP committee will meet at least annually. The program manager will ensure that all committee members receive a copy of EDP/HDP packages thirty (30) days prior to such meetings. The program manager will also ensure that all members receive copies of the minutes of all meetings.

## ARTICLE 26

### **GRIEVANCE PROCEDURE**

**Section 1.** The purpose of this Article is to provide for a mutually acceptable method for the prompt and equitable settlement of bargaining unit technician grievances, UNION grievances, and EMPLOYER initiated grievances. The EMPLOYER and the UNION recognize the importance of settling disagreements and misunderstandings promptly, fairly, and in an orderly manner. To accomplish this, every effort will be made to settle grievances at the lowest level of supervision. The filing of a grievance shall not reflect unfavorably on an EMPLOYEE'S good standing, performance, loyalty or desirability to the organization, nor shall there be any penalty or reprisal.

**Section 2.** The procedures contained in this Article are the exclusive procedures for resolving grievances that fall within its coverage.

**Section 3.** A grievance means any complaint:

A. By any EMPLOYEE concerning any matter relating to the employment of any EMPLOYEE; or

B. By the UNION concerning any matter relating to the employment of any EMPLOYEE; or

C. By any EMPLOYEE, the UNION, or the EMPLOYER concerning:

(1). The effect or interpretation or a claim of breach, of a collective bargaining agreement.

(2). Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

**Section 4.** Only the exclusive UNION, in filing a grievance under the negotiated procedure may represent an EMPLOYEE or group of EMPLOYEES in the unit. An EMPLOYEE or group of EMPLOYEES in the unit wishing to present such a grievance themselves without intervention of the exclusive UNION may do so; however, Any adjustment of such grievance must not be inconsistent with the terms of the agreement, and the exclusive UNION must be given the opportunity to be present at the time of adjustment. Reasonable time during working hours will be allowed for EMPLOYEE and the UNION to discuss, prepare for, and present grievances, including attendance at meetings with management officials. Any item subject to and not settled under this negotiated grievance procedure shall be subject to binding arbitration that may be invoked only by the UNION or the EMPLOYER.

**Section 5.** The negotiated grievance procedure contained in this Article does not apply with respect to any grievance concerning the following matters that are expressly excluded from this grievance and arbitration procedure.



A. Any matter for which a statutory appeals procedure exists or those matters which otherwise conflict with statute. The provisions of 32 USC 709f (adverse action and RIF Appeals) are expressly excluded from this grievance and arbitration procedure. The foregoing language reserves to the State Adjutant General the final level of appeal in those items covered by 32 USC 709f, as required by statute.

B. Equal Employment Opportunity discriminating complaints; or

C. Any matter relating to prohibited political activities; or

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

E. Any examination, certification, or appointment; or

F. Any matter relating to retirement, life insurance, or health insurance; or

G. A suspension or removal for national security reasons, Section 7532.

H. Performance appraisal appeals.

**Section 6.** Most grievances arise from misunderstanding or disputes that can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. For the purpose of this Agreement, the following procedures apply in processing a grievance:

A. Step 1. The grievance shall first be taken up orally by the concerned EMPLOYEE and/or the UNION representative with the appropriate EMPLOYER in an attempt to settle the matter. Grievances must be presented within fifteen (15) workdays from the date the EMPLOYEE or the UNION became aware of the grievance. The UNION may be present if the EMPLOYEE so desires. However, if any EMPLOYEE(s) presents a grievance directly to EMPLOYER management for adjustment, consistent with the terms of this Agreement, the exclusive UNION must be present at the time of adjustment.

B. Step 2. If the matter is not satisfactorily settled following the initial discussion, the UNION or EMPLOYEE may, within five (5) workdays, submit the matter in writing on a standard grievance form to the next level of supervision. The next level supervisor will meet with the UNION and any aggrieved EMPLOYEES within five (5) workdays after receipt of the grievance. The next level supervisor shall give the UNION a written answer within five (5) working days after the meeting.

NOTE: The standard grievance form will include as a minimum the specifics of the matter or incident of the grievance, place, date, time, date presented to supervisor, name of supervisor, adjustment expected, EMPLOYEE(s) signature, steward's signature and result of oral discussion.

C. Step 3. If the grievance is not settled at the step 2 level, the UNION, or the EMPLOYEE, may within five (5) working days, forward the grievance to the next level of supervision for further consideration. The next level supervisor will review the grievance, consult with the Step 2 supervisor, the UNION and the EMPLOYEE and give the UNION a written answer within five (5) working days after receipt of the grievance.

**D. Step 4.** If the grievance is not satisfactorily settled at the Step 3 level, the UNION or the EMPLOYEE may within fifteen (15) working days, refer the matter to the Adjutant General level. At the time of referral, the UNION may request a meeting with the Adjutant General/or Appointed Authority to discuss the matter prior to rendering a decision. The Adjutant General will then render a decision within fifteen (15) working days after receipt of grievance or meeting with the UNION.

**E. Step 5.** If the grievance is not satisfactorily settled at the Adjutant General level, the UNION or the EMPLOYER may refer the matter to arbitration. All time limits in this Article may be extended by mutual consent.

**Section 7.** If at any time in the formal stage the grievant freely chooses to withdraw from the grievance, the EMPLOYEE will do so by a written statement of withdrawal to the UNION with a copy to the EMPLOYER. The UNION retains the right to decide if it will continue on with the grievance, if it is in the benefit of the bargaining unit members.

**Section 8.** The UNION may submit a UNION grievance in writing at the Air Commander level in accordance with the grievance procedure stated above. A UNION grievance is defined as a grievance involving Air Commander administrative decisions or policies affecting bargaining unit EMPLOYEES (as differentiated from a specific supervisory action). The Air Commander and the UNION will meet within five (5) workdays after receipt of the grievance to discuss the matter. The Air Commander will give the UNION a written answer within five (5) workdays after the meeting. If the grievance is not settled by this method the UNION may refer the matter to Step 4 of the procedure. Nothing herein will preclude either party from attempting to settle such grievances informally at the appropriate level.

**Section 9.** The following procedure applies to grievances initiated by the EMPLOYER. A grievance initiated by the EMPLOYER may be submitted in writing to the UNION president. Within five (5) workdays the parties will meet to attempt to resolve the grievance. The UNION will render a written decision no later than five (5) workdays following the meeting.

**Section 10.** The EMPLOYER may within fifteen (15) calendar days from the date of receipt of the decision, inform the UNION that the grievance will be submitted to arbitration.

**Section 11.** The EMPLOYER or the UNION agrees to raise any question of grievability or arbitrability of a grievance prior to the time limit for the written answer in Section 8 of this grievance procedure. All disputes of grievability or arbitrability shall be referred to arbitration as a threshold issue in the related grievance.

## ARTICLE 27

### ARBITRATION

**Section 1.** If the EMPLOYER and the UNION fail to settle any grievance processed under the negotiated grievance procedure, such grievance, upon written request by either the EMPLOYER or the UNION within thirty (30) calendar days after issuance of the final decision shall be submitted to arbitration. The moving party must notify the other party of its intent within the thirty- (30) day time limit.

**Section 2.** Within ten (10) calendar days from receipt of the arbitration request, representatives of the labor organization and management shall meet for the purpose of agreeing on the selection of an arbitrator. If agreement cannot be reached, either the labor organization or management will request the Federal Mediation and Conciliation Service to submit a list of seven (7) impartial persons qualified to act as arbitrators. The parties shall meet within three (3) days after the receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, the parties will each strike one arbitrator's name from the list of seven and then shall repeat this procedure. A coin toss will determine who shall strike the first name. The UNION will toss the coin and make the call.

**Section 3.** The arbitrator's fee and the expense of the arbitration, if any, shall be borne equally by the EMPLOYER and the UNION. The arbitration hearing shall be held during the regular day shift work hours of Monday through Friday. The location should be as close to the work site as possible, accessible by all parties, relatively quiet, and neutral to both parties. All EMPLOYEE representatives, EMPLOYEE appellants, and EMPLOYEE witnesses shall be in pay status on official time without charge to annual leave while participating in the arbitration proceedings.

**Section 4.** The arbitrator will be requested to render his decision as quickly as possible, but in any even not later than thirty (30) days after the conclusion of the hearing unless the parties mutually agree to extend the time limit.

**Section 5.** The provisions of Title 32, USC Section 709f, are expressly excluded from arbitration.

**Section 6.** The arbitrator's authority to render a decision is limited to that of interpretation of the contract and its intent. The arbitrator is prohibited from rewriting or amending the contract. The arbitrator's award shall be binding on the parties unless; either party files exceptions to the award to FLRA in accordance with Chapter 7122 of the statute. If no exceptions are filed within 30 days, the award shall be final and binding.

**Section 7.** The Federal Mediation and Conciliation Service shall be empowered to make a direct designation of an arbitrator to hear the case in the event:

- A. Either party refuses to participate in the selection of an arbitrator; or
- C. Upon inaction or undo delay on the part of either party.

**Section 8.** If the parties fail to agree on a joint submission of the issue for arbitration, each shall submit a separate submission and the arbitrator shall determine the issue or issues to be heard.

**Section 9.** Any dispute over the application of an arbitrator's award shall be returned to the arbitrator for clarification/settlement, including remanded awards.

**Section 10.** Either party at their own expense may request a verbatim transcript, if both parties require a transcript the cost will be equally shared. If at any time a party desires a copy of a transcript paid for in full by the other party it will be provided at half the original expense. Briefs may be filed at the option of either party only.

**Section 11.** Absent a negative arbitrator's decision upon the arbitrability of a grievance, the arbitrator shall hear arguments regarding both the arbitrability and the merits of the case at the same hearing. However, the parties may mutually agree to otherwise in instances such as highly complex cases that would involve several days of hearings.

## ARTICLE 28

### **COUNSELINGS, WARNINGS AND DISCIPLINARY ACTIONS**

**Section 1.** Counseling and warnings can normally resolve a problem without the need for disciplinary or adverse action. Counseling and warnings are not adverse actions. However, they will be recorded on the NGB Form 904-1 with date, brief description, work center supervisor or Rating Official initials, and EMPLOYEE initials. Counseling and warnings will be maintained for no longer than 12 months unless there are recurring problems of the same demeanor. Counseling and warning annotations will be made in pencil and removed by erasing the entry. No additional reference will be made to the counseling.

**Section 2.** Disciplinary actions shall only be taken for just and sufficient cause and will be in accordance with EMPLOYER regulations, TPR 752, and TPR 715. Any action taken by the EMPLOYER shall be supported by a preponderance of the evidence.

**Section 3.** An oral admonishment will also be annotated on the NGB Form 904-1 with date, brief description, work center supervisor or Rating Officials initials, and EMPLOYEE initials. An oral admonishment will be maintained for no longer than 12 months unless there are recurring problems of the same demeanor. Oral admonishment annotations will be made in pencil and removed by erasing the entry. No additional reference will be made to the oral admonishment.

**Section 4.** Any time a supervisor or management official questions an EMPLOYEE and the EMPLOYEE believes that their rights are being threatened; the EMPLOYEE has an absolute right to request that a UNION representative be present. Further questioning or actions shall not take place until the UNION representative is given an opportunity to be present.

**Section 5.** The EMPLOYER agrees to informally discuss with the EMPLOYEE, the basis for any proposed disciplinary or adverse action prior to its being reduced to writing. The EMPLOYEE has an absolute right to request that a UNION representative be present. The EMPLOYER will carefully consider the EMPLOYEE'S views and inform the EMPLOYEE and the UNION of their intent before instituting any formal action.

**Section 6.** The EMPLOYER agrees to immediately furnish the EMPLOYEE two- (2) copies of all written disciplinary/or proposed adverse actions. On adverse actions only, the copies will state that the UNION or a representative of the EMPLOYEE'S choice may represent the EMPLOYEE. If the EMPLOYEE elects to be represented by the UNION, upon written authority of the EMPLOYEE, two (2) copies of all correspondence relating to the action will be furnished to the UNION.

**Section 7.** When the EMPLOYEE does not elect to have the UNION represent them, the UNION shall be permitted to have an observer present at the adverse action hearing without charge to leave. If the EMPLOYEE who requested the hearing objects to the Attendance of an observer on grounds of privacy, the examiner will determine the validity of the objection and make the decision on the question of attendance.

**Section 8.** If an EMPLOYEE elects to appeal an adverse action, the appeal may be submitted at any time within fifteen (15) calendar days after receipt of notice of original decision.

**Section 9.** A number of factors management must consider in deciding an appropriate penalty to impose for an act of EMPLOYEE misconduct or action are known as the “Douglas Factors”. All relevant “Douglas Factors” must be considered in determining the severity of the misconduct or delinquency. A supervisor is responsible for ensuring that a disciplinary penalty is fair and reasonable.

**Section 10.** When deciding whether an EMPLOYEE threatened a supervisors or co-workers, the EMPLOYER must consider the five (5) factors known as the “Metz Factors”. The Metz Factors provide a framework to the evidence fairly and must all be considered.

**Section 11.** Any counseling’s, warnings, oral admonishments and letter of reprimands will be issued by the EMPLOYEE’S Rating Official, to the greatest extent possible, but may be issued by any work center supervisor or by a higher level supervisor in the same chain of command with a copy furnished to the EMPLOYEE’S Rating Official. This will ensure that the Rating Official will be kept up to date and aware of any corrective or disciplinary action given to their technicians.

**Section 12.** The EMPLOYEE may present an oral or written reply within fifteen (15) days of receipt of a letter of reprimand. The EMPLOYER will consider the EMPLOYEE’S reply and notify the EMPLOYEE of the decision. If the reprimand is sustained, a copy of it, along with the EMPLOYEE’S written reply, will be placed in the EMPLOYEE’S official personal folder. An EMPLOYEE against whom disciplinary/adverse action is proposed under this article shall have the right to a copy of all the information relied upon to support the proposal.

**Section 13.** An EMPLOYEE against whom an adverse/disciplinary action is taken may grieve that action or any other applicable statutory procedure.

**Section 14.** When requested, Judicial Review of National Guard Technician Adverse Personnel Actions will be accomplished I.A.W. Title 32 Section 702 through 706, 709 (g) as amended and 5596 of Title 5.

## ARTICLE 29

### **TDY ROTATION**

Management agrees to standardize and post a fair and equitable rotation of Temporary Duty Assignments (TDY's) within each work center. The following article will serve as a guide only for both parties to follow on the rotation of technicians on scheduled civilian trips (TDY's).

#### **TRIP NOTIFICATION**

**Section 1.** Once the EMPLOYER is aware of a scheduled civilian TDY, the EMPLOYER places a signed and dated notice in all effected work areas. The notice is posted fourteen (14) workdays, when possible, before any volunteer EMPLOYEES is placed on the trip roster. The EMPLOYEE will be responsible to notify the EMPLOYER of their desire to volunteer for a technician trip; this includes EMPLOYEES in an authorized leave status.

#### **TRIP ROSTERS**

**Section 2.** Within each work center two trip rosters are maintained, One roster is for qualified volunteers, the other roster is for a mandatory list, in the event that not enough volunteers requested to be placed on a technician trip. At no time is an EMPLOYEE compelled to be placed on a trip, unless enough EMPLOYEES do not volunteer for a technician trip and their name falls within the parameters of selection on the mandatory list.

**Section 3.** Updated rosters shall be dated, signed, and posted within ten (10) workdays, when possible, after a trips manning requirements have been fulfilled and all trip requirements have been exercised. The EMPLOYER will maintain the rotation lists for two (2) calendar years.

#### **VOLUNTEER ROSTERS**

**Section 4.** The qualified volunteer roster is initiated with the EMPLOYEE holding the earliest Service Computation Date (SCD). The EMPLOYEE is placed at the top of the roster and sequentially ending with the EMPLOYEE of the latest SCD at the bottom of the roster. Any new EMPLOYEE goes on the bottom of the volunteer list and at the top of the mandatory list.

**Section 5.** Once qualified volunteers are solicited, beginning with the first name on the roster, and placed on the technician trip, the most recent volunteer falls to the bottom of the roster, thus, ensuring the most recent volunteer is selected as the last volunteer for the next technician trip.

**Section 6.** Technicians that are unable to volunteer for a technician trip due to; annual, sick, family leave, workers compensation, leave without pay, and /or military status are bypassed on the volunteer list. The EMPLOYEE remains on the top of the roster, as appropriate, in the event that they would have been able to volunteer for a technician trip had the EMPLOYEE not been in the above administrative status.

**Section 7.** When a volunteer's trip is cancelled, the volunteer roster resorts back to its original standing prior to the scheduled TDY which did not take place. This will prevent any person from losing their exclusive right to exercise their option to become a volunteer on a technician trip.

### **MANDATORY ROSTERS**

**Section 8.** The mandatory roster is initiated with the EMPLOYEE holding the latest Service Computation Date SCD to be placed at the top of the roster and sequentially ending with the EMPLOYEE with the earliest SCD at the bottom of the roster.

**Section 9.** Should there be an inadequate number of volunteer for a technician trip, the EMPLOYER selects the appropriate number of EMPLOYEES from the mandatory list. Once selected the EMPLOYEE is placed at the bottom of the mandatory roster as their name came up on the top of the roster.

**Section 10.** When an EMPLOYEE is unable to fulfill their mandatory obligation on the mandatory roster due to; annual, sick, family leave, workers compensation, leave without pay, and /or military status, the EMPLOYEE is bypassed on the roster. The EMPLOYEE remains on the top of the roster selection, as appropriate, until their obligation has been met.



## ARTICLE 30

### ALERT

**Section 1.** Alert scheduling will be rotated equitably among WG-10 alert qualified EMPLOYEES. WG-12 and WL-10, alert qualified EMPLOYEES may be assigned to the alert force. Rotation will normally be for two (2) to four (4) pay periods. Such assignments will be rotated in a fair and equitable manner whenever possible.

**Section 2.** Any EMPLOYEE requiring leave once being scheduled on alert duty will be allowed to make a fair adjustment through and with the concurrence of alert supervisor.

**Section 3.** All EMPLOYEES performing alert duty may utilize kitchen facilities and utensils within the alert area. The EMPLOYER will supply all eating utensils.

**Section 4.** Both parties agree that any member requesting not to be scheduled for the following year holidays (Thanksgiving, Christmas, and New Years) would have had to of worked those Holidays hours during the prior year. Both parties agree that the EMPLOYEE may be exempt from that specific shift, and given first refusal of those shifts if requested.

**Section 5.** Both parties agree that a full scale rotation of Alert and Phase dock section WG-10 alert qualified crew chiefs would not be conducive to a productive work environment in either section. Therefore, at least one Alert qualified WG-10 from the Phase dock section should rotate in a fair and equitable manner into the Alert Section work schedule rotation during each work schedule rotation.

## ARTICLE 31

### **MERIT PLACEMENT PLAN**

**Section 1. Purpose:** The following article is regarding guidelines for the Merit Placement Plan. Should management make any changes, the UNION will be afforded its statutory rights.

**Section 2. Policy:** It is the policy of the Massachusetts National Guard that all technician positions are filled by the best-qualified individuals available. All technician vacancies will be filled on the basis of merit and job-related factors. For purposes of this plan, military requirements are considered as job-related qualifying factors for positions in the Excepted service. All actions under this plan will be made without discrimination for non merit reasons such as race, color, religion, sex, national origin, marital status membership or non membership in an EMPLOYEE organization and age or non disqualifying physical handicap (except for military requirement for Excepted technicians).

**Section 3. Scope:** This plan encompasses all bargaining unit technician positions at The 102FW, 212<sup>th</sup> Engineering SQ, 253<sup>rd</sup> Combat Communications GP, and the 267<sup>th</sup> Combat Communications SQ., except for entrance level positions. (Entrance level positions that offer no promotional opportunities to current technicians; therefore, these positions are not covered in this Article.) It will be used in filling positions in the Excepted and Competitive service.

**Section 4. This Article is directed towards:**

- A. Providing attractive career opportunities for technicians and assuring that all technicians are fully aware of these opportunities.
- B. Assuring that all-eligible technicians who apply for a position are considered on a fair and equitable basis.
- C. Encourages all technicians to improve their performance and develop their skills, knowledge and abilities.

**Section 5. Actions Exempt From Competition:**

- A. Promotion due to issuance of new classification standards, or the correction of a classification error.
- B. Placement of over graded technicians entitled to grade retention as a result of RIF or reclassification.
- C. Promotion when competition was held earlier (i.e., position advertised with known promotion potential).
- D. Re-promotion to a grade or an intervening grade or position from which a

technician was demoted without personal cause and not at their request.

E. Promotion resulting from a technician's position being reclassified at a higher grade because of additional duties and responsibilities.

F. Position changes to a position having no higher promotion potential.

G. Position change required by RIF regulations.

H. Temporary promotion of 120 days or less

I. Detail to higher-grade position or to a position with known promotion potential for 120 days or less.

J. Selections of a former technician from the Re-employment Priority List for a position at the same or lower grade than the one last held.

K. Prior permanent DOD EMPLOYEES (excepted and competitive) who:

(1) Were in Tenure 1 at time of separation may be re-employed to a position at the same or lower grade as the position from which separated.

(2) Were in tenure 2, may be re-employed without competition within three (3) years of separation to a position at the same or lower grade as the position from which separated.

L. Placement as a result of priority consideration when a candidate was not previously given proper consideration in a competitive action.

M. As an exception to K and L above, non-competitive temporary promotions and details to higher graded positions may be made when competitive procedures are determined to be not practicable for periods up to 179 days if the unit is closing or under going a major reduction-in-force.

**Section 6. Vacancy Announcement:** When a vacancy is going to be filled, but is not going to be filled as an exception to competition, the vacant position will be announced.

A. As a minimum, the Technician Employment Bulletin will contain the following information:

(1) Title, series, grade, and salary range of the position.

(2) Type of appointment - Excepted or Competitive.

(3) Announcement Number, opening and closing dates, and how to apply.

(4) Area of consideration.

(5) Organizational and geographical location of the position.

- (6) Maximum military grade and position available.
  - (7) Summary of duties and minimum qualification requirements of the position.
  - (8) Information regarding known promotion potential, if applicable.
  - (9) Selective placement factors, if applicable.
  - (10) Equal Employment Affirmative Action opportunity statement.
  - (11) The number of vacancies to be filled. If number changes, an amendment will be issued.
  - (12) Appointment factors.
- B.** If a position is to be filled at less than the authorized grade, and the authorized grade will, after training, be filled without further competition, it will be so stated on the TEB.
- C.** If a vacancy is one with known promotion potential, and a subsequent promotion may be made without using competitive procedures, it will be stated in the TEB.
- D.** The UNION President/or Representative shall be provided with a copy of Vacancy Announcements and changes, and reasons for changes pertaining to positions in the unit.
- E.** Open announcements may be issued for positions that have a continuing requirement and that are difficult to fill. Open announcements normally do not have a closing date.
- F.** Cancellation of, or amendments to, announcements shall be distributed and posted in the same manner as original announcements.
- G.** Two or more vacancies may be advertised on the same TEB, only if they are identical.
- H.** For announced vacancies, management agrees to assist EMPLOYEES in the technical aspects of filling out applications.

#### **Section 7. Posting of Announcements.**

- A.** Vacancy announcements will be posted for a minimum of ten (10) workdays prior to closing date.
- B.** To insure that all interested persons are aware of the vacancies, announcements will be posted conspicuously throughout the area of consideration

in those areas where bulletins and notices are normally posted for the minimum number of days described in section 7 paragraph A.

C. An accessible website will be maintained for the posting of vacancy announcements. This website will be kept up to date with current vacancy announcements and information on how to apply for these announcements.

D. All vacancy announcements posted in close proximity to HRO office on designated HRO vacancy announcement bulletin board in accordance with section 7 paragraph A. The board will be maintained and updated by HRO personnel.

E. Amendments to announcements shall be distributed and posted in the same manner described in section 7 paragraphs A, B, and C. Cancellations to announcements will also be posted for a minimum of ten (10) workdays.

F. The EMPLOYER will make every attempt to post all vacancy announcements at all TDY and deployments locations regardless of military or technician status to insure that all interested persons are aware of the vacancies.

**Section 8. Area of Consideration.** The area of consideration for each specific position vacancy announcement will be that deemed most appropriate by the HRO to insure the receipt of sufficient highly qualified candidates. The type of position, availability of candidates, position qualifications, budgetary limitations, and compatibility requirements will be considered in determining the area of consideration.

**Section 9. Application Procedures:**

A. Applicant must complete and forward the Mass HRO Form 1-1 accompanied by an SF 171, resume or OF 612. If there is a SF 171 on file at the HRO, the applicant may submit a SF 172 as an update.

B. Applicants are responsible for providing full, complete, and accurate information as to their qualifications for the vacant position.

C. An EMPLOYEE may apply at the time the vacancy is announced. An EMPLOYEE who is absent from duty during the posting period due to leave or for any reason may apply through a representative of their choice. If so desired, any EMPLOYEE may submit to their supervisor (when a known vacancy exists or will exist) all forms required to be considered for that position by the evaluation panel. These forms will be forwarded to the HRO by the supervisor when the EMPLOYEE is absent from duty during the posting period. The EMPLOYEE is responsible for updating their SF-171, resume or OF 612 and providing all information. When an EMPLOYEE is away for an extended period, the EMPLOYEE may call back weekly for an update of TEBs.

D. Applications may be submitted to the designated representative of the HRO at each organization no later than 1200 noon of the closing date specified on the vacancy announcement. Applications may also be forwarded directly to the HRO but must arrive before 1200 noon on the workday following the closing

date specified on the vacancy announcement. Applications are date-stamped upon receipt. Late applications will not be accepted.

- E. The EMPLOYER will complete the required HRO Form 1-3 or HRO Form 1-4 within two (2) workdays and forward it to the HRO. The EMPLOYER will also forward a copy to the EMPLOYEE within two (2) workdays.

**Section 10. Stopper List.** The DOD Program for Stability of Civilian Employment must be used for competitive technician vacancies if individuals are available and referred. The Stopper List will be cleared before proceeding with action to fill the position.

**Section 11.** The HRO will determine an applicant's basic eligibility for the position. An eligible candidate is one who meets the qualification standards for the position as specified in the job announcement (TEB), or the Civil Service Commission Handbook X118, as appropriate.

**Section 12.** To identify eligible candidates, the Human Resources Office will evaluate candidates by a review of information in the SF 171, resume, OF 612, the Official Personnel Folder, and Mass HRO forms, as appropriate. Applicants who possess the proper qualifications will be sent to a Merit Promotion Evaluation Panel. Applicants who are not considered "eligible" will be so notified by notation on and return of the Mass HRO Form 1-1.

**Section 13. Selection Procedures:**

A. The names and applications of eligible applicant(s) will be sent to a Merit Promotion Evaluation Panel for further evaluation.

B. Merit Placement Evaluation Panels: will evaluate applicants and rate and rank them in priority of consideration for the merit placement vacancy. The evaluation will consist of a review of applications, OPF review, and personal interview, if requested.

(1) Panel Purpose: Evaluation Panels are formed to evaluate qualifications of the applicants and to forward to the selecting official, through the HRO, recommendations for selection from the Best-Qualified individual(s).

(2) Panel Composition: A Panel will consist of three (3) supervisory and/or management officials. Additional members may be placed on the panel in advisory capacities if technical expertise is required to assist the panel in the selection of individuals for technician positions. The gaining supervisor of the vacant position will normally serve as chairperson of the panel. A recorder will be required at all panel proceedings having two or more applicants.

(3) Panel Selection:

(a) Panel selection will be made by the Adjutant General or representative.

(b) Two panel members will be selected from the functional area in which the vacancy exists.

(4) Panel Duties:

(a) Evaluate, rank, and recommend applicants by placing them in categories as follows, when appropriate:

Best-Qualified                      **30 points and above**

Qualified                              **15 to 29 points**

Minimally Qualified      **1 to 14 points**

(b) Provide the selecting official with enough information in sufficient detail about the qualifications of the applicants to permit the selecting official to make a final determination.

(5) Panel will normally convene within fifteen (15) workdays of closing date.

C. Evaluation Procedures: Evaluation of individuals will be by a review of written application, review of OPF(s), and other factors deemed appropriate and possible personal interview. If a personal interview is requested at the time of application, the applicant will be given the opportunity to appear in person (or by phone under unusual circumstances) before the Evaluation Panel on the date the panel convenes for the interview. Normally, interviews will be held during the regular workday. Applicants/UNION will be given 3 to 5 workdays notice of time, date and place of interview. Both parties highly recommend that all candidates apply for an interview.

(1) An EMPLOYEE'S accumulation of earned annual leave or sick leave will not be a factor in ratings for promotion.

(2) Evaluation Factors: Applicants will be evaluated on the basis of general judgment of the evaluation panel members relative to the following factors:

(A) Knowledge, Skill and Ability. 1-25 points.

(1) "A" level experience. 18-25 points. Candidate possesses type and quality of experience that would allow the candidate to perform effectively in the position almost immediately or within a minimum of training and/or orientation.

(2) "B" levels experience 9-17 points. Candidate possesses type and quality of experience that would allow the candidate to perform

effectively in the position within 3 to 6 months.

**(3) "C" level experience 1-8 points.** Candidate satisfies the basic requirement of the position with respect to experience, including selective placement factors, but:

**(a).** Type and quality of experience beyond that which is basically required are minimal, and/or

**(b)** Extensive additional training and/or orientation would be required to enable the candidate to satisfactorily perform the duties of the position.

**D.** Management will establish KSA's for each position description as required. KSA's when established will not be changed unless there is a change to the job description. Changes for other reasons will not be made unless mutually agreed to by both parties. Total score of KSA's will be determined by adding the values of the individual KSA factors and dividing that total by the number of KSA factors.

**(1) Education, Training and Self-Development: 0-10 points** as determined by the panel.

**(a) Education:** Education may be considered as an evaluation factor only to the extent that it is clearly job related or it clearly provides evidence of learning ability essential to the position being filled.

**(b) Training:** Training, self-development, and outside activities that would increase the technician's potential for effective performance in the position to be filled must be considered and evaluated.

**(2) Awards: 0-5 points.** Points for this factor will only be awarded for the past 5 years of employment as follows:

	<b>(5 points Max)</b>
QSI/SSP	= <b>3 pts</b>
Suggestions / Time off / Cash Award	= <b>2 pts</b>
Honorary (Under TAGMA Pam 672-1 Chap 9)	= <b>1 pt</b>

**(3) Performance Appraisal. 0-9 points.** Points for this factor will only be awarded for the past three on record, not to exceed 3 years of employment as follows:

	<b>(9 points Max)</b>
<b>OUTSTANDING</b>	= <b>3 points</b>
<b>EXCELLENT</b>	= <b>2 points</b>
<b>SATISFACTORY</b>	= <b>1 points</b>
<b>UNSATISFACTORY</b>	= <b>0 points</b>



Only ratings currently on file will be considered.

- (4) Length of Experience. **1/2 point** for each full time year of job related experience as a Federal/Military EMPLOYEE in which there is a clear and positive relationship with quality of performance as determined in the job analysis.

E. Upon completion of panel action, the Chairperson will submit the findings directly to the HRO. To assure technician career development, Evaluation Panels will follow priorities listed below in determining the relative ranking among "Best Qualified" candidates. If no candidate's fall within the "Best Qualified" criteria, then a candidate, using the same criteria, may be selected from the "Qualified" category.

- (1) First Priority – To presently employed bargaining unit technicians in the 102<sup>nd</sup>, 212<sup>th</sup>, 253<sup>rd</sup>, and 267<sup>th</sup>.
- (2) Second Priority - To presently employed MA ANG technicians.
- (3) Third Priority - To presently employed Army National Guard (ARNG) technicians, contingent upon the individual meeting military qualifications for appointment in the ANG.
- (4) Fourth Priority –To presently employed MA ANG and MA ARNG non-technicians.
- (5) Fourth Priority - To qualified non-technician National Guard applicants.
- (6) Fifth Priority - To non-guard applicants who are eligible for military membership.

F. The EMPLOYER will forward to the selecting official the "Best Qualified/Qualified candidates. Candidates will be listed in order of priority.

G. The selecting official is the final approval authority for all merit placements.

H. After the Panel has forwarded their recommendation to the selecting official, a decision should be reached within thirty (30) days. If no selection is made by then, action will be initiated to find the reason for the delay.

I. Action by the HRO. The HRO will:

- (1) Notify those candidates not selected.
- (2) Arrange for a release date.
- (3) Prepare promotion file.

J. After announcement of final selection, the gaining supervisor will coordinate with the losing supervisor on an agreeable date for the action.

#### **Section 14. Placement/Promotion Records.**

A. **Purpose** Complete promotion records will be maintained by the HRO.

- (1) Provide a clear record of the action taken.
- (2) Evaluate the Merit Placement Program.
- (3) Provide proof that merit placement actions are being made on a fair and equitable basis in accordance with this plan.

B. **Records required.** Sufficient records are required to allow reconstruction of the placement action. As a minimum, the following information and forms will be retained in the record:

- (1) Copy of the vacancy announcement.
- (2) List of all applicants' names.
- (3) Supervisory appraisal of each candidate.
- (4) Forms used in the evaluation and rating process.
- (5) Referral and selection certificate signed by selecting official.

C. **Duration.** Records will be maintained for a minimum of 2 years. If a grievance is pending, records will be maintained until resolution.

D. **Privacy Protection.** Information relating to individual placement actions or to the candidate will not be discussed with or shown to unauthorized individuals. Supervisors and personnel specialists participating in merit placement actions will not disclose the details of their work to unauthorized persons.

E. As UNION and management are co-equal parties to this Agreement, each shares the responsibility for protecting information from unauthorized access or disclosure.

(1) Merit Placement materials relating to individual promotion actions or to the candidates will not be discussed with or shown to anyone who is not directly involved in the selection process.

(2) Panel members, labor organizations representatives, and any other participating in or having knowledge about merit placement activities and candidates will keep all information confidential. The Adjutant General or his representative through the HRO is the only individuals authorized to announce merit placement actions.

## **Section 15. Grievances and Complaints.**

A. **Grievances.** A technician who believes that proper procedures were not followed in a particular placement action for which they were an applicant may file a grievance under the grievance procedure. A grievance will not be considered when it is based solely on non-selection. The UNION will have full access to all information relating to the above in accordance with applicable laws.

B. **Discrimination Complaints.** Allegations of discrimination because of race, color, religion, sex, age, handicapping conditions, or national origin made during any phase of selection process will be considered under the Massachusetts National Guard Equal Employment Opportunity Program.

C. Other complaints or inquiries including those made by non-technician candidates should be directed to the HRO. All such inquiries will be considered and efforts made to resolve such complaints.

**Section 16.** Forms. Forms used for administration of this plan are stocked at the AG Massachusetts Publications Center. A small working stock should be retained at all headquarters.

## ARTICLE 32

### **GOVERNMENT CREDIT CARDS**

**Section 1.** EMPLOYEES who are required to travel in title 32 status and as bargaining unit members as agreed upon within this coverage will be issued a Government contractor-issued charge card for official travel.

**Section 2.** In accordance with applicable regulations and agreements, EMPLOYEES will use the card to pay official travel expenses to the maximum extent possible for dining, transportation, lodging and car rental expenses.

**Section 3.** In order to ensure that EMPLOYEES are protected from adverse impact caused by their use of the card, the following will apply:

- A. EMPLOYEES will not be required to pay the disputed portion of a billing statement until resolution of the disputed amount.
- B. EMPLOYEES will not be responsible for any charges incurred against a lost or stolen card provided the EMPLOYEE reports such loss within a reasonable time of discovery.
- C. A credit check will be performed on the EMPLOYEE, at the EMPLOYEES option.

**Section 4.** The EMPLOYER shall timely process all EMPLOYEES' travel vouchers to ensure that EMPLOYEES are promptly reimbursed for all allowable travel-related expenditures.

**Section 5.** If the EMPLOYER does not process an EMPLOYEE'S travel voucher in a timely manner, which results in an EMPLOYEE'S delinquent payment, the delinquent payment will not serve as the basis for disciplinary action.

**Section 6.** If a valid reason precludes an EMPLOYEE from filing a timely claim for reimbursement, which results in a delinquent payment, the delinquent payment will not serve as a basis for disciplinary action.

**Section 7.** Should the terms of the Government issued contract credit card terminate, be denied, destroyed, lost or stolen, through no fault of the EMPLOYEE, the EMPLOYER agrees to reimburse all EMPLOYEES expenditures allowable to the maximum amount.

**Section 8.** If requested, Comptroller's guidance will be made available to all EMPLOYEES prior to travel.

## ARTICLE 33

### **SURVEYS AND QUESTIONNAIRES**

**Section 1.** The EMPLOYER recognizes that it is in its interest to have UNION support for surveys of Bargaining Unit EMPLOYEES. The EMPLOYER shall not conduct surveys that affect working conditions, without providing the UNION an opportunity to review and comment in a timely manner on the questions and related issues. The UNION will be provided an advance copy of those surveys, prior to distribution. Surveys will be conducted on the EMPLOYEE'S duty time.

**Section 2.** Surveys will be conducted on the EMPLOYEE'S duty time and participation will be voluntary.

**Section 3.** The UNION shall also be provided a copy of survey results at the same time they are distributed to the corresponding level of the EMPLOYER. If a request is made by the EMPLOYER for a UNION official to survey Bargaining Unit Members, then the UNION official may ask for official time.

**Section 4.** The EMPLOYEE will be assured of anonymity and no liability against the EMPLOYEE shall exist prior to any submission electronically, written or verbal. The EMPLOYER shall refrain from any efforts to relate data to any individual participant in such a survey.

**Section 5.** Prior to the use of/or release of names used in a survey all voluntary submissions to answers or questions used, will have the permission of all individuals in writing.

## ARTICLE 34

### **PHYSICAL FITNESS**

**Section 1.** Both parties agree as a condition of employment, all full time Bargaining Unit members must be a member of the MA Air National Guard. Regulations prescribe that certain fitness and weight standards be maintained in order to meet retention requirements. Meeting physical fitness standards is particularly critical for our full-time support force (technicians) since their employment depends on it.

**Section 2.** This physical fitness policy is a voluntary program and can be terminated by the Adjutant General with notice and negotiation. EMPLOYEES may take up to one hour per work day to participate in this program. The one-hour per day includes time to arrive at the exercise area, exercise, personal hygiene and return to the work area. All physical fitness time must be approved by the first line supervisor on condition that it does not interfere with the mission or customer service. Time cannot be accrued.

**Section 3.** EMPLOYEE physical fitness programs will begin and end at the work site. The use of off site facilities is not authorized. The EMPLOYEE is restricted to weight training and those activities, which are used as their Air physical fitness test outlined in ANGI 40-501.

**Section 4.** Injuries must be promptly reported to OWCP specialist at the Human Resources Office. The supervisor will document any injury and complete the appropriate forms necessary to comply with the Federal EMPLOYEE Compensation Act.

## ARTICLE 35

### **INCLEMENT WEATHER**

**Section 1.** All EMPLOYEES are to presume that there office/shop or activity will be open each workday regardless of weather.

**Section 2.** The closing of a National Guard activity for brief periods, in accordance with applicable law (32 USC 709g) and EMPLOYER regulation (TPM 600.610.3) is within the administrative authority of the State Adjutant General or designee. This authority will be used sparingly and only for short periods of time, normally not to exceed three consecutive workdays for any single period of excused absence.

**Section 3.** When the Adjutant General or a designee determines that an emergency exists, management will follow the published adverse weather policy. The UNION will be afforded its rights when this adverse weather policy changes.

A. If a message machine is going to be primary way of notifying EMPLOYEES of facility closure, EMPLOYEES will not be forced to travel before the established update time of message machine, when EMPLOYEE believes there is a chance that the facilities may be closed or delayed. The EMPLOYEE will be granted administrative leave for tardiness under this section.

**Section 4.** EMPLOYER and UNION agree that safety is a concern when traveling in adverse weather conditions. At no time will an EMPLOYEE be forced to travel when the EMPLOYEE feels the adverse weather or conditions will render it unsafe to travel. The EMPLOYEE will be granted annual leave, compensatory time off, or leave with out pay under this section. Leave status will be the choice of the EMPLOYEE.

**Section 5.** If the local installation is not closed and yet the immediate area where an EMPLOYEE resides has been identified by State or Local Officials to be “in a State of Emergency”, where travel may be impossible, (power lines across main arteries, etc) the EMPLOYEE will be granted administrative leave. Incidents of this nature require approval of leave by the Air Commander or his designated representative.

**Section 6.** When it is determined the facility will be closed prior to the start of the workday, non-essential EMPLOYEES will be granted administrative leave. EMPLOYEE’S who would normally be scheduled to work that day but were granted leave prior to the facility being closed, will have their leave returned to them.

**Section 7.** When it is determined the facility will close early because of an emergency, non-essential EMPLOYEES will be granted administrative leave for the remainder of the workday. EMPLOYEES in a leave status will remain in a leave status. EMPLOYEES who are presently traveling in an administrative leave status to the facilities for work will be granted administrative leave for the remainder of the workday.

**Section 8.** If the EMPLOYEE reports to work within two (2) hours of the scheduled start time because of adverse weather, the supervisor may convert the tardiness to administrative leave for the time lost.

**Section 9.** When taking leave under this article it is the EMPLOYEE'S responsibility to notify their supervisor or designee.

- A. When an EMPLOYEE'S attempt to notify the EMPLOYER to take leave during inclement weather and these attempts have failed (i.e. phone lines down) it will be known as unscheduled leave. Every reasonable attempt will be made to notify the EMPLOYER during unscheduled leave. Unscheduled leave will be granted in the form of annual leave, sick leave, compensatory time off, or LWOP when the EMPLOYEE notifies the EMPLOYER.

**Section 10.** The EMPLOYER agrees to publish a policy letter annually to inform EMPLOYEES of the notification procedures. The Union will be afforded its rights to notification and negotiations of weather policy changes.



## ARTICLE 36

### ATTIRE

**Section 1.** UNION Representatives may wear civilian attire that would be acceptable to conduct business in when performing union duties. Reasonable time will be allotted for UNION Representatives to change in and out of the military uniform.

**Section 2.** The EMPLOYER will provide, at no cost to the EMPLOYEE, a total of seven (7) sets of uniforms, 4 BDU's and 3 Blue's, to perform their technician assigned duties at home station, in accordance with AFMAN 23-110. The EMPLOYER will provide and attach all nametags, military rank, and other accouterments required by applicable regulation on the military uniform at no cost to the EMPLOYEE. Deployments, TDY's, and schools that require technicians to attain other uniforms or equipment than what was issued, will be provided at no cost to EMPLOYEE.

**Section 3.** The EMPLOYER agrees to allow and provide for direct exchange of worn or otherwise unserviceable items issued to the EMPLOYEE in section 2 of this article.

**Section 4.** The EMPLOYER will also provide functional clothing to appropriate technicians at no cost to the EMPLOYEE (i.e. gloves, coveralls, insulated coveralls), based on available funds.

**Section 5.** EMPLOYEES will be allowed to wear functional clothing in their designated work areas.

## ARTICLE 37

### **DURATION OF AGREEMENT**

**Section 1.** This Agreement will remain in full force and effect for three (3) years from the date of approval by the FAS. However, either party may give written notice to the other, not more than ninety (90) nor less than sixty (60) days prior to the first anniversary date, of its intention to reopen and amend or modify the Agreement.

**Section 2.** Either party may give written notice to the other, not more than ninety (90) or less than sixty (60) days prior to the three (3) year expiration date for the purpose of Re-negotiating this Agreement. The present Agreement will remain in full force and effect during the renegotiations of said Agreement and until such time as a new Agreement is approved.

**Section 3.** During the duration of this Agreement, either party may notify the other in writing of its desire to negotiate supplemental agreements. Supplements will be limited to changes in applicable laws and regulations from higher authority which could affect bargaining unit EMPLOYEES, including court decisions and decisions of the Federal Labor Relations Authority, and the Federal Service Impasses Panel. Supplements, as mentioned above, will become effective upon approval by the FAS.