


THE ADJUTANT GENERAL OF TEXAS  
AND  
THE ASSOCIATION OF CIVILIAN TECHNICIANS  
CHAPTER 100 AND CHAPTER 140  
COLLECTIVE BARGAINING AGREEMENT  
3 JUNE 2024



# TABLE OF CONTENTS

## Contents

TABLE OF CONTENTS.....	0
ARTICLE ONE: PREAMBLE.....	6
ARTICLE TWO: EXCLUSIVE RECOGNITION AND COVERAGE.....	7
2.1 BARGAINING UNIT .....	7
2.2 APPLICATION.....	7
2.3 SPOKESPERSON.....	7
ARTICLE THREE: MANAGEMENT RIGHTS .....	8
ARTICLE FOUR: EMPLOYEE RIGHTS.....	9
ARTICLE FIVE: LABOR ORGANIZATION RIGHTS AND DUTIES .....	10
5.1 EXCLUSIVE REPRESENTATIVE .....	10
ARTICLE SIX: BARGAINING .....	11
6.1 .....	11
6.2 .....	11
6.3 SUBSTANTIVE BARGAINING .....	11
6.4 TIMEFRAMES FOR BARGAINING .....	11
ARTICLE SEVEN: UNFAIR LABOR PRACTICE .....	13
7.1 .....	13
7.2 .....	13
7.3 .....	<b>Error! Bookmark not defined.</b>
ARTICLE EIGHT: LABOR ORGANIZATION AND STEWARDS .....	14
8.1 STEWARDS .....	14
8.2 LIST OF OFFICERS AND STEWARDS .....	14
ARTICLE NINE: BUSINESS OFFICE AND ADMINISTRATION COOPERATION .....	15
9.1 OFFICE .....	15
9.2 BULLETIN BOARDS .....	15
9.3 AGENCY COMMUNICATIONS SYSTEMS .....	16
9.4 ADDRESSING EMPLOYEES/MANAGEMENT OFFICIALS.....	16
ARTICLE TEN: EMPLOYEE CHAIN OF SUPERVISION.....	17
ARTICLE ELEVEN: UNIFORMS .....	18
11.1 .....	18
11.2 RESOLUTION PROCEDURES.....	18

ARTICLE TWELVE: PERTINENT INFORMATION .....	19
12.1 TXNG INFORMATION .....	19
12.2 BARGAINING UNIT, SUPERVISOR, AND MANAGER INFORMATION.....	19
ARTICLE THIRTEEN: NEW EMPLOYEE ORIENTATION PROCEDURES .....	20
ARTICLE FOURTEEN: SUPERVISOR’S WORK FOLDER.....	21
ARTICLE FIFTEEN: DUES AUTHORIZATION AND REVOCATION .....	22
15.1 DUES WITHHOLDING .....	22
15.2 REVOCATION OF LABOR ORGANIZATION DUES.....	22
ARTICLE SIXTEEN: WORK SCHEDULE AND HOURS OF WORK .....	23
16.1 GENERAL .....	<b>Error! Bookmark not defined.</b>
16.2 THE WORKDAY .....	<b>Error! Bookmark not defined.</b>
16.3 THE WORKWEEK .....	<b>Error! Bookmark not defined.</b>
16.4 THE PAY PERIOD.....	<b>Error! Bookmark not defined.</b>
16.5 THE STANDARD WORK SCHEDULE .....	<b>Error! Bookmark not defined.</b>
16.6 SCHEDULE EXCEPTIONS .....	<b>Error! Bookmark not defined.</b>
16.7 BREAKS.....	<b>Error! Bookmark not defined.</b>
16.8 CLEANUP TIME .....	<b>Error! Bookmark not defined.</b>
16.9 OVERTIME WORK/IRREGULAR WORK .....	<b>Error! Bookmark not defined.</b>
16.10 STANDBY DUTY AND ON-CALL STATUS.....	<b>Error! Bookmark not defined.</b>
ARTICLE SEVENTEEN: SENIORITY .....	24
ARTICLE EIGHTEEN: EMPLOYEE ASSITANCE PROGRAM.....	25
18.1 GENERAL .....	25
18.2 CONFIDENTIALITY.....	25
ARTICLE NINETEEN: LEAVE AND ABSENCE PROGRAM.....	26
19.1 GENERAL .....	26
19.2 ABSENCES FOR FIRST RESPONDERS.....	27
19.3 SICK LEAVE .....	27
19.4 HOLIDAY LEAVE.....	29
19.5 ADMINISTRATIVE CLOSURES.....	29
19.6 EXCUSED ABSENCE.....	29
ARTICLE TWENTY: OFFICIAL TIME.....	30
20.1 OFFICIAL TIME FOR UNION REPRESENTATION .....	30
20.2 PROCEDURES.....	30
20.3 REPRESENTATIVE TRAINING .....	31

20.4. CIVILIAN ATTIRE .....	31
20.5 TRAVEL EXPENSES .....	32
ARTICLE TWENTY-ONE: TIME AND ATTENDANCE RECORDING .....	33
21.1 TIMEKEEPING .....	33
21.2 TIME AND ATTENDANCE CERTIFICATION .....	33
ARTICLE TWENTY-TWO: DETAILS .....	34
ARTICLE TWENTY-THREE: MERIT PLACEMENT PLAN .....	35
23.1 GENERAL .....	35
23.2 APPLICANT REFERRALS .....	35
ARTICLE TWENTY-FOUR: POSITION DESCRIPTION .....	36
24.1 POSITION DESCRIPTION .....	<b>Error! Bookmark not defined.</b>
24.2 OTHER DUTIES AS ASSIGNED .....	<b>Error! Bookmark not defined.</b>
24.3 ADDITIONAL DUTIES .....	<b>Error! Bookmark not defined.</b>
24.4. POLICY .....	<b>Error! Bookmark not defined.</b>
ARTICLE TWENTY-FIVE: PERFORMANCE AND AWARDS .....	37
25.1 .....	37
25.2 DEFINITION .....	37
25.3 BUDGET .....	37
25.4 ALLOCATION TO BARGAINING UNIT EMPLOYEES.....	37
25.4 TIMING OF AWARDS .....	38
25.5 PERCENTAGE USED TO CALCULATE AWARDS .....	38
25.6 PROPORTIONATE ADJUSTMENT TO FIT THE BUDGET .....	38
25.7 TIME OFF AWARD (TOA) IF CALCULATED AMOUNT IS ADJUSTED DOWN.....	38
25.8 GRIEVANCES.....	39
ARTICLE TWENTY-SIX: TRAINING .....	40
ARTICLE TWENTY-SEVEN: SAFETY AND WELFARE .....	41
27.1 GENERAL .....	41
27.2 WORKERS' COMPENSATION .....	41
27.3 EXTREME TEMPERATURE.....	41
27.4 PERSONAL PROTECTIVE EQUIPMENT .....	42
27.5 HAZARD REPORTING.....	42
ARTICLE TWENTY-EIGHT: HAZARDOUS PAY AND ENVIRONMENTAL DIFFERENTIAL PAY.....	44
28.1 POLICY .....	44
28.2 COVERAGE.....	44

ARTICLE TWENTY-NINE: RADIOS AND MEDIA PLAYERS.....	45
29.1 .....	45
29.2 ELECTRONIC DEVICES (ALL TYPES) .....	45
ARTICLE THIRTY: HEALTH AND WORK ENVIRONMENT.....	46
30.1 .....	46
30.2 DESIGNATED EMPLOYEE COMMON-BREAK AREAS .....	46
ARTICLE THIRTY-ONE: CORRECTIVE ACTIONS.....	47
31.1 GENERAL .....	47
31.2 NON-DISCIPLINARY ACTIONS .....	47
31.3 DISCIPLINARY ACTIONS (LETTERS OF REPRIMAND) .....	47
31.4 CATEGORIES OF ADVERSE ACTION .....	48
ARTICLE THIRTY-TWO: EMPLOYEE TRAVEL.....	50
32.1 AUTHORIZATION .....	50
32.2 TRANSPORTATION AND QUARTERS.....	50
32.3 GOVERNMENT TRAVEL CARD (GTC) .....	50
ARTICLE THIRTY-THREE: WAGE SURVEY REPRESENTATION .....	51
33.1 GENERAL .....	51
33.2 PROCEDURES.....	51
ARTICLE THIRTY-FOUR: RECLASSIFICATION ACTIONS.....	52
ARTICLE THIRTY-FIVE: REORGANIZATIONS, REALIGNMENTS, AND REDUCTIONS-IN-FORCE .....	53
ARTICLE THIRTY-SIX: GRIEVANCE PROCEDURES .....	54
36.1 GENERAL .....	54
36.2 REPRESENTATION .....	54
36.3 EMPLOYEE RIGHTS .....	54
36.4 PRESENTING GRIEVANCES .....	54
36.5 RIGHT TO INFORMATION .....	55
36.6 EXCLUSIONS .....	55
36.7 EMPLOYEE INFORMAL GRIEVANCE.....	55
36.8 FORMAL GRIEVANCE.....	56
36.9 ARBITRATION PROCEDURES .....	56
ARTICLE THIRTY-SEVEN: FIRE EMERGENCY SERVICES STANDARD.....	58
37.1 SCOPE.....	58
37.2 CONTRACTING OUT.....	58
37.3 HOURS OF WORK .....	58

37.4 TXANG FIRE EMERGENCY SERVICES WORK GROUP ASSIGNMENTS .....	60
37.5 OVERTIME .....	60
37.6 ANNUAL LEAVE .....	61
37.7 SICK LEAVE PROCEDURES.....	62
37.8 SAFETY (PERSONAL PROTECTIVE EQUIPMENT) .....	62
37.9 FIRE STATION FACILITIES.....	62
37.10 PHYSICAL FITNESS PROGRAM .....	63
37.11 TXANG FIRE EMERGENCY SERVICES OCCUPATIONAL PHYSICALS.....	63
37.12 TRAINING .....	63
37.13 UNIFORM ALLOWANCE.....	64
ARTICLE THIRTY-EIGHT: LABOR MANAGEMENT COOPERATION .....	65
38.1 JOINT LABOR MANAGEMENT PARTNERSHIP .....	65
38.2 JOINT LABOR MANAGEMENT COMMITTEE .....	65
ARTICLE THIRTY-NINE: EMPLOYEE BENEFITS.....	67
39.1 EMPLOYEE BENEFITS.....	67
39.2 RETIREMENT BRIEFING .....	67
39.3 RETUREMENT PROCESS .....	67
ARTICLE FOURTY: CONTRACT TRAINING.....	68
ARTICLE FOURTY-ONE: AGREEMENT ADMINISTRAION .....	69
41.1 EFFECTIVE DATE .....	69
41.2 AGREEMENT PRECEDENCE.....	69
41.3 DCPAS APPROVAL .....	69
41.4 AGREEMENT DURATION .....	69
41.5 AGREEMENT AMENDMENTS/SUPPLEMENTS .....	70
41.6 NEGOTIATING A NEW AGREEMENT.....	70
41.7 PUBLICATION/DISTRIBUTION OF THE CONTRACT .....	70

## **ARTICLE ONE: PREAMBLE**

### 1.1

This agreement of the parties hereto has the intention and purpose to:

- a. Promote and improve the efficient administration of the TXNG and the well-being of its employees.
- b. Provide the highest degree of efficiency in the operation of the TXNG.
- c. To establish a basic understanding relative to personnel policy, practices, procedures, and matters affecting other conditions of employment within the jurisdiction of The Adjutant General (T.A.G.).
- d. To provide means for amicable discussion and adjustment to matters of mutual interest.
- e. Promote employee communication and information on personnel policies and procedures.
- f. To promote fair and reasonable working conditions.
- g. To promote cooperation between the Employer and its employees.
- h. To promote the highest degree of morale and responsibility in the Agency.
- i. To provide a safe and healthful work environment.

## ARTICLE TWO: EXCLUSIVE RECOGNITION AND COVERAGE

### 2.1 BARGAINING UNIT

The TXNG recognizes that the Association of Civilian Technicians is the exclusive representative of all employees in the bargaining units.

For the Army, the bargaining unit is defined as”

a. INCLUDED: All Wage Grade and General Schedule employees employed by the Texas Army National Guard statewide.

b. EXCLUDED: Professional employees, management officials, supervisors, and employees described in 5 USC 7112(b)(2), (3), (4), (6), and (7).

For the Air, the bargaining unit is defined as:

a. INCLUDED: All Non-supervisory Texas Air National Guard Employees.

b. EXCLUDED: All professional employees, management officials, supervisors, and employees described in 5 USC 7112(b)(2), (3), (4), (6), and (7).

### 2.2 APPLICATION

This agreement, to include all articles herein, applies to bargaining unit employees in the Texas National Guard without discrimination or regard to membership in the Labor Organization.

### 2.3 SPOKESPERSON

The Union: Individual Presidents of chapter #100 and #140 will designate individuals to conduct the affairs of the Union.

For the TXNG: The Labor Relations Specialist (L.R.S.) or their designee will be the primary contact regarding labor-related issues.

2.4 The provisions in the agreement refer to the duties of responsibilities of a specific supervisor, manager, or organization elements are intended to determine which personnel and organization elements will perform their work.



## ARTICLE THREE: MANAGEMENT RIGHTS

Per 5 USC 7106

(a) Subject to subsection (b) of this section, nothing in this chapter shall affect the authority of any management official of any agency-

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

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

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

(C) with respect to filling positions, to make selections for appointments from –

(i) among properly ranked and certified candidates for promotion; or

(ii) any other appropriate source; and

(D) to take whatever actions may be necessary to carry out the agency mission during emergencies.

(b) Nothing in this section shall preclude any agency and any labor organization from negotiating-

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

(2) procedures which management officials of the Agency will observe in exercising any authority under this section; or

(3) appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

## **ARTICLE FOUR: EMPLOYEE RIGHTS**

Per 5 USC 7102:

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 or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided under this chapter, such right includes the right-

(1) 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 other appropriate authorities, and

(2) to engage in collective bargaining with respect to conditions of employment through representatives chosen under this chapter.

## **ARTICLE FIVE: LABOR ORGANIZATION RIGHTS AND DUTIES**

### **5.1 EXCLUSIVE REPRESENTATIVE**

Per 5 USC 7114(a)(1):

(a)(1) A labor organization which has been accorded exclusive recognition is the exclusive representative of the employee in the unit it represents and is entitled to act for, and negotiate collective bargaining agreements covering, all employees in the unit. An exclusive representative is responsible for representing the interests of all employees in the unit it represents without discrimination and without regard to the labor organization membership.

### **5.2 REPRESENTATION**

Per 5 USC 7114(a)(2):

(3) An exclusive representative of an appropriate unit in an agency shall be given the opportunity to be represented at-

(A) any formal discussion between one or more representatives of the Agency and one or more employees in the unit of their representatives concerning any grievance or any personnel policy or practices or other general condition of employment; or

(B) any examination of an employee in the unit by a representative of the Agency in connection with an investigation if-

(i) the employee reasonably believes that the examination may result in disciplinary actions against the employee; and

(ii) the employee requests representation.

## **ARTICLE SIX: BARGAINING**

### **6.1**

The Employer's exercise of management rights under 5 USC 7106 is subject to impact and implementation (I&I) bargaining.

### **6.2**

The employee will notify the Labor Organization (LO), in writing of its plan to exercise a management right that changes a condition of employment. The Employer will hold the implementation of the change in abeyance, pending completion of I&I bargaining unless:

- a. The LO fails to inform the Employee within fourteen (14) calendar days of receipt of the notice that the LO demands bargaining;
- b. The necessary function of the Agency or the need to end a legal violation requires that implementation occur before completion of bargaining; or
- c. The contract covers the change.
- d. This does not preclude the Agency from taking any other actions or implementing changes to conditions of employment during an emergency. When this occurs, the agency will notify the union as soon as possible about any changes affecting working conditions.

(1) An emergency is anything with the potential loss of life, limb, or property.

### **6.3 SUBSTANTIVE BARGAINING**

Where a matter is not a management right, a permissive subject of bargaining, or otherwise outside the duty to bargain, it is fully negotiable.

### **6.4 TIMEFRAMES FOR BARGAINING**

- a. Management agrees to deliver to the Union draft copies of management proposed changes affecting working conditions for review before implementation. Management agrees to deliver to the Union all appropriate regulations, policies, documents, and any other information relative to and affecting management's proposed change to working conditions immediately but not less than ten (10) calendar days before bargaining.
- b. After initial exchanges, each party has to respond to the other party's proposal within fourteen (14) calendar days. Either party may request an extension as necessary upon mutual consent. Failure to respond or request an extension will result in consent

of the last submission. Note. A response is concurrence, non-concurrence, or counter proposal(s).

## **ARTICLE SEVEN: UNFAIR LABOR PRACTICE**

### 7.1

The Parties agree to attempt to solve matters at the lowest level possible, but if an Unfair Labor Practice (ULP) is considered, the following procedures will be followed. Nothing here precludes either party from exercising their rights in filing a ULP.

### 7.2

The Parties agree that before filing a ULP charge, the charging party will serve upon the charged Party written notice of the alleged ULP charge. If the charged party request the opportunity to discuss the issue(s), the parties will attempt resolution within 15 working days unless more time is mutually agreed to. The Agency will mediate and try to have both parties reach an agreement.

## **ARTICLE EIGHT: LABOR ORGANIZATION AND STEWARDS**

### **8.1 STEWARDS**

The steward is the official Labor Organization representative for the bargaining unit members and will be consulted by management officials regarding changes in conditions of employment. It is understood that the stewards may speak for the employees of the section regarding the provisions of the contract but will not make decisions on the intent of any contractual language.

### **8.2 LIST OF OFFICERS AND STEWARDS**

- a. The Labor Organization will furnish a complete list of officers and stewards and their designated areas after each election or anytime a change occurs.
- b. Only the officers or stewards identified in the listing to receive official notification to the Union are authorized to speak for the Union unless otherwise stated.

## **ARTICLE NINE: BUSINESS OFFICE AND ADMINISTRATION COOPERATION**

### **9.1 OFFICE**

The TXNG will provide the Labor Organization with temporary workspace for official business. This workspace will be coordinated through the local management official and/or the HRO before its use.

#### **FOR CHAPTER 140**

The Employer will provide office space at each flying location, with appropriate fixtures, file cabinets, desks, chairs, internet, and telephone service to the Union for official business. At other sites, office space will be provided as needed for the Union to accomplish representational duties.

#### **FOR CHAPTER 100**

The TXNG will provide two labor organization employees with agency laptop computers with agency images for the labor organization to conduct representational duties. These individuals are responsible for maintain the computers per TXNG J6 requirements. The Labor Organization will also access agency computers and intranet when they are not used for official government business and/or mission requirements.

### **9.2 BULLETIN BOARDS**

The Labor Organization shall be afforded bulletin board space for the display of Labor Organization material as follows:

- a. On the existing bulletin boards, sufficient space to allow for the posting of Labor Organization material will be allowed.
- b. If sufficient space is unavailable or there is no “consolidated” bulletin board in the work center, the Labor Organization may place one bulletin board per work center. The agreement will be reached with the area supervisor(s) and the shop steward regarding the appropriate location, size, and type.
- c. Existing bulletin boards will remain in place
- d. If a shop/work area does not have a bulletin board, wall space will be made available in a high visibility are for the purpose of identifying the shop steward. The Labor Organization agrees that if such additional space is required, an agreement will be reached with the area supervisor(s) and the shop steward as to the appropriate location, size, and type.



### 9.3 AGENCY COMMUNICATIONS SYSTEMS

- a. The TXNG will provide access to agency telephones for local calls.
- b. The Labor Organization may use official military email accounts for correspondence with TXNG management and employees regarding representational duties regarding grievances, employee performance, or disciplinary issues. The TXNG email accounts may not be used for internal Labor Organization business such as soliciting membership, or electing officers.
- c. The TXNG agrees to allow the Labor Organization to email bargaining unit employees on their official Agency .mil email address. If the employee opts out of the email, they will inform the labor union. When the message concerns a matter for which under 5 USC 7131, the use of official time will be lawful.

### 9.4 ADDRESSING EMPLOYEES/MANAGEMENT OFFICIALS

- a. When directed to an employee as a labor organization representative, verbal or written communications shall not include any reference to that employee's title, status, or rank within any other organization outside the recognized bargaining unit.
- b. Management will use the same consideration when a bargaining unit member is involved in any dispute relative to the member's employment or condition of work. The appropriate title will be "Mr.," "Ms." Or the appropriate pronoun.
- c. Military customs and courtesies will be maintained when addressing members of management.

## **ARTICLE TEN: EMPLOYEE CHAIN OF SUPERVISION**

### 10.1 ESTABLISHMENT/POSTING

- a. Each unit/activity supervisor will establish an employee chain of supervision.
- b. Facility organization charts will be posted on any/all applicable organization websites where all employees can access them.
- c. Employees will be notified in writing of their chain of supervision at the time of hire/assignment and any time a change occurs. This includes details as approved by the HRO in accordance with Article 22.

## ARTICLE ELEVEN: UNIFORMS

### 11.1

a. Federal Statute requires technicians to wear a military uniform. The TXNG will provide uniforms in the quantities authorized by applicable service regulations, as military clothing issue.

(1) If the uniform cannot be issued at the employee's worksite duty time and transportation will be provided to a location, within a reasonable commuting distance (less than 75 miles) where uniforms can be issued. The appropriate management official shall coordinate the time and method of travel. Every effort will be made in emergency situations.

(2) Duty time will be authorized for exchanging unserviceable uniforms. The times will be coordinated with the appropriate management official.

(3) Duty time will be authorized to receive uniforms. The times will be coordinated with the appropriate management official.

b. Commissioned and warrant officer employee will not be provided uniforms. Any uniform allowances will be in accordance with applicable laws and regulations.

c. The employer shall provide all military rank of insignia, nametags, and other mandatory accouterments.

d. Uniforms may be washed as needed during duty hours provided facilities are available onsite and the technician has the proper uniform to continue work.

e. Unserviceable uniforms (faded, torn, improper fit, etc.) will be exchanged for serviceable uniforms on a one-for-one basis.

### 11.2 RESOLUTION PROCEDURES

#### FOR CHAPTER 100

Issues that arise with uniform issuance or exchange should be directed to consult the Army Logistics Directorate.

#### FOR CHAPTER 140

Issues that arise with uniform issuance or exchange should be directed to consult the appropriate Air Wing Logistics Readiness Squadron official.

## **ARTICLE TWELVE: PERTINENT INFORMATION**

### **12.1 TXNG INFORMATION**

The TXNG and the Labor Organizations agree that all appropriate agency regulations, publications, directives, personnel policies concerning employee employment, and job announcements will be posted on a website accessible to all members of the TXNG.

### **12.2 BARGAINING UNIT, SUPERVISOR, AND MANAGER INFORMATION**

The TXNG will provide the Labor Organization with a quarterly list of names and work locations of all new bargaining unit members and, when requested, a list of supervisors and managers. Annually or when requested, the TXNG will supply a complete list of bargaining eligible members to the Union.

## **ARTICLE THIRTEEN: NEW EMPLOYEE ORIENTATION PROCEDURES**

### 13.1 GENERAL

a. The TXNG will ensure that new employees have the opportunity to receive a New Employee Orientation (NEO) as soon as possible after hiring. The web address to the current collective bargaining agreement will be included in the NEO packet.

b. The LO may attend and brief new bargaining unit employees. During the NEO briefing, if the LO cannot attend, management will inform new TXNG employees that ACT is the exclusive representative for bargaining unit members.

c. During this briefing, and as provided by the LO, a current list of LO officers and stewards will be provided to each new bargaining unit employee.

## **ARTICLE FOURTEEN: SUPERVISOR'S WORK FOLDER**

### **14.1 GENERAL**

When a document or entry is made into the employee's Supervisor Work Folder, the employee will be notified within a reasonable timeframe, but normally within four (4) calendar days.

a. Upon verbal request, an employee or representative designated in writing may inspect the employee's Supervisor Work Folder.

b. Employees will be allowed to initial, request and obtain a copy of the document(s) placed in their Supervisor's Work Folder. The employee's initials on the Supervisor Brief certify that they have reviewed the document and received a copy if requested. Management will not use any document or record from their Supervisor's Work Folder against the employee unless they have been allowed to review the document when entered.

c. Only the employee or their officially designated representative (in accordance with item 1(a) above), or those persons designated in governing regulations, will be allowed access to an employee's Supervisor Work Folder or any information extracted therefrom. The restricted access does not prevent access as required under law or court order.

d. Military records will not be maintained in the supervisor employee work folder.

## **ARTICLE FIFTEEN: DUES AUTHORIZATION AND REVOCATION**

### **15.1 DUES WITHHOLDING**

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

(1) The Labor Organization will obtain and furnish SF 1187 forms for eligible members desiring to authorize an allotment for withholding of dues from their pay.

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

(3) The factored amount will be noted on the SF 1187 prior to being submitted.

(4) The completed SF 1187 will be submitted at any time to the Labor Relations Specialist. Normally, the effective withholding date will be no later than the first pay period after receipt in the USPFO/FINANCE OFFICE.

b. USPFO or appropriate finance office will, upon receipt of an SF 1187, process the request in a timely manner, normally not to exceed one (1) pay period after receipt.

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

### **15.2 REVOCATION OF LABOR ORGANIZATION DUES**

Bargaining unit members who wish to revoke their dues will complete an SF 1188. These forms will be available from the LO or online. The SF 1188 will be completed and turned into a LO official for processing. The LO will hold the form until the last pay period before the effective date, when the LO will provide the form to the USPFO or appropriate finance office. In accordance with the LO by-laws, the requirements for revocation are:

a. A member may not revoke their allotment until after their anniversary date (that date on which the member first stated the allotment). The member must submit an SF 1188 before the anniversary date but will not become effective until the first full pay period after the anniversary date.

b. After the first anniversary, a member may revoke their allotment of dues at any time by submitting an SF 1188.

## **ARTICLE SIXTEEN: WORK SCHEDULE AND HOURS OF WORK**

*Article 16 is pending DCPAS review. Upon approval, the CBA will be formally published with signatures. Current work schedule and hours of work rules apply as found in TXARNG CBA dated 16 May 2018 and TXANG CBA dated 20 April 1995.*



## **ARTICLE SEVENTEEN: SENIORITY**

### **17.1 SENIORITY**

Seniority will be defined as Total Texas National Guard full-time service as a Title 32 or Title 5 employee. The employer will create and maintain a seniority list based on the total full time TXNG service. The employer will post this list in each work area.

a. Volunteers determined by management to be qualified (hereafter, "volunteers") will be selected first. If more employees volunteer than are needed, the most senior employee will be selected first unless this procedure precludes the mission's accomplishment.

b. If a sufficient number of volunteers cannot be obtained, the assignment will be based on the least seniority. The qualified employee with the least seniority will be selected.

c. When fewer employees volunteer than are needed, non-volunteers will be selected from the roster. Employees completing the assignment will be placed at the bottom of the roster, least senior first. Volunteers desiring to stay on the assignment may remain, providing no one else will want to take his/her place and at managements discretion.

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

e. It will be used as a tiebreaker when necessary.

## **ARTICLE EIGHTEEN: EMPLOYEE ASSISTANCE PROGRAM**

### **18.1 GENERAL**

The TXNG will maintain an Employee Assistance Program (EAP) and employees may request services available through the Agency-sponsored E.A.P. at any time. Appropriate regulations and instructions and the Americans with Disabilities Act will govern this program for employee assistance in the TXNG. The scope of this program includes, but is not limited to, substance abuse, emotional, financial, marital, legal and physical problems.

### **18.2 CONFIDENTIALITY**

Employees whose performance or conduct indicates a problem may be referred to the Employee Assistance Program Coordinator (EAPC). All applicable HIPPA and PHI/PHI guidelines apply IAW applicable laws.

## ARTICLE NINETEEN: LEAVE AND ABSENCE PROGRAM

### 19.1 GENERAL

The TXNG must comply with all applicable laws, regulations and policies relating to Leave, Leave Transfers, Administrative Closures, and Absences.

a. Leave will be administered on an equitable basis within the duty section. The employer will consider the mission requirements of the TXNG and the individual when approving employee leave requests.

b. All annual leave is a right of the employee and not a privilege. The leave an employee earns during the leave year becomes available to schedule at the beginning of the leave year. Before approving leave over the amount actually accrued, i.e. advanced annual leave, the supervisor must have reasonable assurance the employee will be in a duty status long enough to earn the leave granted before the end of the leave year.

c. The employee will request sufficient leave to ensure they will not be subject to forfeiture of annual leave at the end of the leave year.

d. The Employer will inform the affected employee(s) of approval, disapproval, cancellation, or need to reschedule projected or forecasted annual leave within one pay period. Should the need arise to cancel an employee's scheduled leave due to unforeseen or emergency situations, this action will be done in writing with reasoning upon cancellation.

e. If conflicts arise from leave requests:

(1) The seniority list for the area will be the primary tool used for resolution

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

f. Once scheduled, an employee may change their leave only if the work situation will allow rescheduling and if it does not interfere with the approved leave of other employees. The request will be approved or disapproved in the Automated Time Attendance and Production Systems (ATAAPS).

g. Unforeseen leave, short notice leave, or leave that has not been previously forecasted, within the pay period, will be requested (verbally/written and in ATAAPS) by the employee to the appropriate management official. Leave will be approved or denied at the time of the request.

h. Any denial of leave will not be arbitrary and capricious and be justified in ATAAPS. Leave is approved if the supervisor fails to respond before the requested leave.

## 19.2 ABSENCES FOR FIRST RESPONDERS

a. An employee who is a volunteer law enforcement officer, firefighter, paramedic, emergency medical employee, rescue worker, or ambulance personnel may be authorized to perform volunteer duties in an emergency for short periods in an appropriate leave status, as mission permits.

b. Employees who are certified volunteer first responders must inform their supervisor or their volunteer status, including the employers name, emergency unit designation name, position held in the unit, and membership expiration date.

## 19.3 SICK LEAVE

a. Employees will notify their supervisor when they are unable to report for work because of incapacitating illness or injury. The employee will request sick leave no later than one (1) hour after the start of their regular shift on the first workday of their absence unless circumstances of the illness or injury render notice impossible. When absence for incapacitating illness or injury will be for a period of more than seven (7) calendar days, it is the employee's responsibility to keep management informed of the date they expect to return to duty.

b. The agency may consider an employee's self-certification as to the reason for their absence as administratively acceptable evidence, regardless of the duration of the absence. An agency may also require a medical certificate or other administratively acceptable evidence as to the reason for an absence for any of the purposes described in 5 CFR 630.405(a) for an absence in excess of 3 workdays or for a lesser period when the agency determines it necessary.

(1) For absences in excess of three (3) workdays; or

(2) For absences of lesser periods when there is reason or evidence to believe sick leave is being abused or when the agency determines it is necessary.

(3) For the use of sick leave for exposure to a contagious disease or illness of a member of the immediate family (i.e. chicken pox, measles, etc.) regardless of the length of absence.

(4) Management officials may require appropriate medical documentation for sick leave absences of three (3) consecutive workdays or less when a management official reasonably suspects an employee is misusing sick leave. In that instance an employee will be notified in writing of the reason(s) for providing the medical documentation. A copy of the notice will be provided to the union upon request. If medical documentation is requested, it must be requested at the time the employee requests sick leave.

c. Sick leave is appropriate when any of the following circumstances cause absence:

(1) Medical, dental, or optical examination or treatment, including any subsequent recovery or rehabilitation.

(2) To assist or deliver a family member or dependent to a medical, dental, or optical examination or treatment, including assisting that person with any subsequent recovery or rehabilitation.

(3) Incapacitation for the performance of duties by physical or mental illness, injury, pregnancy, or childbirth.

(4) Care for a family member as a result of physical or mental illness.

(5) To make arrangements necessitated by the death of a family member or attend a family member.

(6) The presence of the employee would jeopardize the health of others by their presence on the job because of exposure to a communicable disease, or as determined by the health authorities having jurisdiction or by a health care provider; and  
or

(7) Any activities relating to child adoption, including appointments with social workers, adoption agencies, travel agencies, court proceedings, etc.

(8) Family members and immediate relatives for sick leave, funeral leave, and voluntary leave transfer program will be in accordance with O.P.M regulations. For definition of who constitutes a family member, see 5 CFR 630.201.

(9) A maximum of 240 hours of sick leave may be advanced to a full-time federal employee with a medical emergency, for the purposes, related to the adoption of a child, for family care or bereavement purposes, or to care for a family member with a serious health condition. Sick leave may be advanced subject to the following conditions.

(a) Request for the advancement of sick leave will be supported by a medical certificate.

(b) Available accumulated sick leave will be exhausted before advancement.

(c) Annual leave that would otherwise be forfeited will be used; and

(d) There is reasonable assurance the employee will return to duty to earn and repay advanced credits.

(10) Employees recovering from injury or illness other than an OWCP injury may request to return to work to be assigned light duty. The Employer may provide light-duty assignments in increments of fifteen (15) calendar days. Requests for light duty are subject to review of, the medical documentation (HRO equivalent to the CA-17) filled out by a licensed physician and furnished by the employee, the availability of work

which the employee is qualified to perform, and that the work provided will not present undue risk of liability to the Employer. Medical documentation may be reviewed every fifteen (15) calendar days. While the Employer is under no obligation to offer light duty to employees injured off the job, the Employee may use discretion on a case-by-case basis.

#### 19.4 HOLIDAY LEAVE

1. The TXNG will establish policies for Holiday Closures IAW 5 USC 6103. If an emergency or mission requires an exception from TXNG policy, then the directorate or wing will negotiate the change where appropriate.

2. Effect of being in a Pay or Non-Pay Status Before or After the Holiday.

a. Employees must be in a pay status or a paid time off status (i.e. leave, compensatory time off, compensatory time off for travel, or credit hours) on their scheduled workdays either before or after a holiday in order to be entitled to their regular pay for that day. The minimum time in a pay status required to receive regular paid holiday time off is one hour.

b. Employees who are in a non-pay status for the workdays immediately before and after a holiday may not receive compensation for that holiday.

#### 19.5 ADMINISTRATIVE CLOSURES

Consistent with applicable laws and regulations, the TXNG will establish policies for Administrative Closures due to administrative dismissals, facility closures, and severe weather conditions.

#### 19.6 EXCUSED ABSENCE

1. Title 32 employees will not be charged sick or annual leave for:

a. Physical examinations that are required as a condition of employment in the TXNG, employees may be excused, without charge to leave or loss of pay for periodic, baseline, or annual physicals examinations as required by the military commander, HRO or safety officer when driven by military necessity.

(1) To include the remedy to any issue found in the above examinations.

## ARTICLE TWENTY: OFFICIAL TIME

### 20.1 OFFICIAL TIME FOR UNION REPRESENTATION

GENERAL: "Official Time", or "time on the clock" as described in 5 USC 7131, is for use by an exclusive representative to represent bargaining unit employees. Bargaining unit employees who are approved for release from duty to consult with an LO representative will be considered on official time. Below is a sampling, not all inclusive of circumstances under which official time may be granted:

- a. Representing employees in grievances and adverse actions or at formal Meetings.
- b. Investigating whether a grievance or unfair labor practice occurred.
- c. Labor/Management Forum meetings.
- d. Meetings and hearings before the Federal Labor Relations Authority (FLRA), if determined by the FLRA to be necessary.
- e. Travel time to and from meetings scheduled by the TXNG.
- f. Collective bargaining agreement negotiation, including preparation time.
- g. Impact & Implementation bargaining, when a formal demand to bargain has been made and the LO has presented proposals to the TXNG.
- h. Situations agreed to between the LO and the TXNG and to attend NEO briefings.
- i. If requested by TXNG.

### 20.2 PROCEDURES

- a. LO representatives will be granted official time in an amount the TXNG and the representative involved agree to be reasonable, necessary, and in the public interest.
- b. Bargaining unit members requiring official time will obtain the appropriate management official's approval before leaving their work area. Requests will include the purpose of the absence, the anticipated duration, and the location where the member can be reached. The leave will be approved no later than one (1) calendar day after the request. The appropriate management official may delay the member's departure based on mission requirements. If delayed, the Parties shall arrive at a mutually agreeable time for release.
- c. If the member anticipates being delayed in returning beyond the time granted, they will immediately contact the supervisor/management official to determine whether the appropriate management official can extend the time granted, or require the

member to return to work. Upon return to the work area, the member will report to the appropriate management official to announce their return to duty.

d. The appropriate management official will be notified if the immediate supervisor is unavailable.

e. If management requests the union representative, the manager will contact appropriate HRO representative to coordinate the presence of the union representative.

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

g. Official time will be coded in ATAAPS under the appropriate duty status code followed by the appropriate subcategory.

### 20.3 REPRESENTATIVE TRAINING

a. The TXNG agrees to allow Union representatives to attend mutually beneficial Training using official time. This includes both management and union-sponsored training. The LO-sponsored training will be limited to eight (8) calendar days for officers and stewards. The LO will submit a request for official time to the appropriate HRO representative a minimum of thirty (30) calendar days in advance of the scheduled program. Requests made within thirty (30) calendar days may be approved whenever possible. All requests are subject to mission requirements.

b. The request will include a complete agenda and description of the program or training to be attended. This request will consist of the names and duty section of the LO representatives selected to attend, and the inclusive dates of the scheduled training. The TXNG will determine whether the activity is reasonable, necessary and in the public interest.

c. It will be considered in the public interest of the Parties if it covers matters such as contract administration, grievance handling, information related to federal personnel/labor relations laws, regulations and procedures, or issues covered by 5 USC 71.

d. The Agency will advise the LO in writing of the Employer's decision.

### 20.4. CIVILIAN ATTIRE

a. The Labor Organization representatives are not required to wear the military uniform while performing representational functions as defined in this article.

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



- (1) Attending a meeting involving an appeal under any statutory appeal provision.
- (2) Appearing as a grievant or witness in any third-party proceeding.

## 20.5 TRAVEL EXPENSES

a. General. TDY travel and transportation allowances apply when an employee serving as a labor organization representative travel to attend labor-management meetings.

b. Certification. Each order for an employee serving as a labor organization representative to attend labor-management meetings must be supported by certification. The following certification standards are, that travel is:

- (1) To attend at a meeting that is primarily in the governments interest;
- (2) To participate in activities such as joint labor-management cooperation committees concerning, but not limited to, accident prevention, absenteeism reduction, improving communications, ensuring equal employment opportunities, and maintaining employee productivity and morale;
- (3) Not for engaging in activities covered by 5 USC 7131(b), which provides internal labor organization business to be conducted only when an employee is in a non-duty status.

## **ARTICLE TWENTY-ONE: TIME AND ATTENDANCE RECORDING**

### **21.1 TIMEKEEPING**

The TXNG shall perform timekeeping procedures in accordance with applicable laws, regulations, and directives.

### **21.2 TIME AND ATTENDANCE CERTIFICATION**

The appropriate management official will ensure timely certification and accurate posting of time and attendance. Bargaining unit employees will not act as certifiers on behalf of management officials.

## ARTICLE TWENTY-TWO: DETAILS

### 22.1 DETAILS

a. A detail is an official personnel action by which an employee is temporarily assigned duties and responsibilities other than those of their permanent position but receives the salary attached to their permanent position.

b. Details are intended to meet temporary situations, such as emergency workload, absences of employees, pending authorization and classification of the new position or other types of manpower needs that normal personnel cannot meet.

c. When details are required.

1. Management reserve the right to use details. Management will seek volunteers when more than one qualified employee is available and will make every reasonable effort to rotate the assignment among eligible employees.

2. Details of 30 days or less will be documented on the Automated Supervisors Employee Brief.

3. Details of more than 30 days will be documented on an SF-52 with the reason(s) for the detail.

4. Details will not be used for the assignment of higher paying positions. Temporary assignments of employees to higher paying positions will be handled through the TXNG Merit Placement Plan (MPP) and Article 23.

## **ARTICLE TWENTY-THREE: MERIT PLACEMENT PLAN**

### **23.1 GENERAL**

a. This article establishes procedures and provides information for the Merit Placement Program covering bargaining unit employees in the TXNG. It is the policy of the Employer, and the LO agrees, that all Title 32 (T32) and Title 5 (T5) position will be filled by the best qualified individuals available and to ensure that all employees have an opportunity to develop and advance to their full potential.

b. All actions under this plan will be made without discrimination 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 T32 Dual Status (DS) employees).

### **23.2 APPLICANT REFERRALS**

Positions may be advertised, as outlined in the negotiated MPP, with different areas of consideration and categories. For bargaining unit positions, the selecting official must first consider all qualified bargaining unit employees. Selecting officials will receive a certificate of eligible of on-board bargaining unit employees first. At the LO's request, written justification will be provided regarding why a selection of an onboard bargaining unit employee was not made.

## **ARTICLE TWENTY-FOUR: POSITION DESCRIPTION**

*Article 24 is pending DCPAS review. Upon approval, the CBA will be formally published with signatures. Current position description and other duties as assigned rules apply as found in TXARNG CBA dated 16 May 2018 and TXANG CBA dated 20 April 1995.*

## **ARTICLE TWENTY-FIVE: PERFORMANCE AND AWARDS**

### 25.1

The TXNG and the Labor Organization recognize the vital nature of the performance management and awards program. The effectiveness of the performance evaluation system is a combined responsibility of each employee and their rating official.

### 25.2 DEFINITION

a. Performance Management – means that an eligible employee receives a performance rating of record. Normally, a rating of record includes an approved performance plan, progress review, and annual appraisal during the rating cycle of no fewer than 90 calendar days.

b. Award Management – means something bestowed, or an action taken to recognize and reward individual or team achievement that contributes to meeting organization goals or improving the efficiency, effectiveness, and economy of the Government or is otherwise in the public interest. Such awards include:

(1) Rated Based:

(a) Lump sum cash award or payment calculated as a percentage of annual adjusted basic pay (Basic Pay plus Locality Adjustment)

(b) Time Off Award, and

(c) Quality Step Increase (QSI)(GS Only)

(2) Non-Rated Based: Supervisors are encouraged to recognize employees throughout the year for achievements or actions that go above and beyond to benefit the Agency. Other awards include:

(a) Time Off Awards

(b) On the Spot Cash Award

### 25.3 BUDGET

The employer shall determine the annual performance awards budget.

### 25.4 ALLOCATION TO BARGAINING UNIT EMPLOYEES

A representative amount of each budget will be used to provide awards respectively to bargaining and non-bargaining employee groups. This data will be provided to the labor organization NLT 30 days prior to the awards board meeting.

## 25.4 TIMING OF AWARDS

On or before the 30<sup>th</sup> calendar day prior to the meeting of the awards committee, the employer shall determine the awards budget. The employer shall pay the awards before the end of the FY.

## 25.5 PERCENTAGE USED TO CALCULATE AWARDS

a. Employees whose rating of record is Outstanding (currently a rating of 5) will receive a 5% cash award. An employee may elect to receive a 40 hour time off award in lieu of the cash award. Monetary awards less 5% of an employee's salary will be considered "adjusted down" in accordance with paragraph 25.7.

b. Eligible employees may elect to receive a QSI in lieu of a cash award. QSI's will be awarded at the discretion of the appropriate management official.

c. All cash awards for BUE's rated a 5 must be calculated before any employee rated a 3 receives a cash award in order to meet the guidelines within this article.

d. An employee must inform their supervisor of the awards request in writing NLT 1 May XXXX. If the employee does not submit their request to their supervisor by 1 May XXXX, the supervisor will input the employee for a cash award and the employee will not have an opportunity to request an alternative type of award.

e. An employee whose rating of record is Fully Successful (currently a rating of 3) may receive a 3% cash award. Fully successful employees who are submitted for an award, may elect to receive a 20-hour time off award in lieu of a cash award.

f. An employee must inform their supervisor of their award request in writing NLT 1 May XXXX. If an employee does not submit their request to their supervisor by 1 May XXXX, they may input the employee for the appropriate award and the employee will not have an opportunity to request an alternative type of award.

## 25.6 PROPORTIONATE ADJUSTMENT TO FIT THE BUDGET

Once all awards for bargaining unit employees are calculated, the percentage of award shall be adjusted, up or down, to execute the established budget. The Agency and LO will ensure a fair and equitable distribution of the cash awards.

## 25.7 TIME OFF AWARD (TOA) IF CALCULATED AMOUNT IS ADJUSTED DOWN

a. If due to budgetary constraints a cash award must be reduced from the full amount, then the employee will receive the reduced cash amount as well as an additional time off award not to exceed 40 hours. An employee may only receive a maximum of 80 hours of time off award in any calendar year.

b. The amount of time off award will be 10 hours for every 500 dollars the cash

award was reduced, rounded to the nearest 500 dollars or 10-hour increment, respectively.

## 25.8 GRIEVANCES

Disapproval of an award, in whole or in part, if recommended by the committee, is arbitrary, capricious and abuse of discretion, or otherwise contrary to law may be presented through the negotiated grievance procedure.



## ARTICLE TWENTY-SIX: TRAINING

### 26.1 GENERAL

a. Management officials will provide necessary on-the-job oriented training to assist an employee assigned to a new position in reaching expected performance standards.

b. The employee agrees to complete a training program as a condition of employment.

c. The TXNG policy ensures the workforce's effective and efficient use to accomplish the activity's mission. In this regard, a positive, continuous, practical, and economic training program will be conducted to the extent necessary to maintain an efficient and competent workforce.

d. Each employee shall receive consideration to participate in training consistent with their qualifications and work experience, course requirements, and the needs of the TXNG. Annually, the appropriate management official and the employee will evaluate the training needs of the employee and the management official will inform the employee of any training necessary to further their career. The appropriate management official will also identify those situations in the specific work environment that training can aid in achieving objectives and goals of the employer.

e. The TXNG, through the appropriate management official, will determine the training needs of the employees and will be responsible for identifying the resources needed to satisfy training requirements.

## **ARTICLE TWENTY-SEVEN: SAFETY AND WELFARE**

### **27.1 GENERAL**

Specific tasks performed involve a degree of hazard. The TXNG agrees that employees would not normally be required to perform duties of a hazardous nature until after the necessary briefings, instructions, and/or training have been completed, and all available safety precautions and devices have been incorporated.

The union will be allowed to be present and participate in Agency safety meetings, including workplace inspections. Copies of workplace inspection/reports, that are reasonably available, will be made available to the union upon request.

### **27.2 WORKERS' COMPENSATION**

Worker's Compensation will be in accordance with applicable regulations.

The Agency will ensure all employees are trained on what to do if a workplace injury occurs.

a. Employees shall immediately report job-connected injuries or illness to their supervisor. The supervisor, with the employee, shall ensure proper procedures are followed and that all necessary documents are completed. When the employee is incapacitated and unable to notify the supervisor of injury or illness, it shall be the immediate supervisor or their designee's responsibility to initiate required procedures as soon as they know an incident has occurred. The HRO will be informed of claims and can assist employees and supervisors.

b. An employee who has been injured or temporarily incapacitated and can perform limited duty may be allowed to perform alternate duties until they have recovered from the injury or incapacitation.

### **27.3 EXTREME TEMPERATURE**

The TXNG and the Labor Organization recognize the hazards of working in extreme temperatures yet acknowledge the necessity of accomplishing certain tasks, notwithstanding. The TXNG agrees to follow applicable regulations and will manage workloads accordingly.

NOTE: Nothing in this section shall be construed as affecting the authority of the TXNG to direct employees to execute the work of the TXNG during an emergency.

a. Extreme Heat: The TXNG agrees to follow OSHA guidelines (TM Section III, Chapter 4) regarding heat stress.

b. Extreme Cold: The TXNG will furnish all suitable cold weather clothing and

equipment (to include safety equipment) to employees at no expense. The TXNG agrees that work may be temporarily discontinued and rescheduled due to extremely cold temperatures.

#### 27.4 PERSONAL PROTECTIVE EQUIPMENT

a. The TXNG will provide the Personal Protective Equipment outwear required for an employee's duties. It is the responsibility of both the supervisor and employee to identify protective equipment needed in the workplace.

b. The Employer will provide all Personal Protective Equipment (PPE) required by applicable regulations at no cost to all employees requiring these items. Title V employees are authorized to wear PPE regardless of work attire. The Employer will replace any PPE made unserviceable on the job. Personnel who require corrective lenses for normal vision and are required to wear eye protection to perform their job, will be provided lenses at no cost to the employee. These are the types of eyewear that may be provided:

1. Spectacles with protective lenses which provide optical correction and are equipped with side shields (lenses may be either clear/tinted) or;

2. Safety goggles that incorporate corrective lenses mounted behind the protective lenses.

3. The TXNG will provide OSHA-approved prescription safety glasses to those employees whose job requires safety eyewear. Any additional costs in excess of those required for glasses will be the responsibility of the employee.

c. CLEANING/LAUNDERING. The TXNG will provide for cleaning contaminated items that can no longer be safely worn at no cost to the employee. Cleaning provided under this Section will not require the employee to take away from the worksite items or clothing contaminated with hazardous materials or substances which could endanger the employee's family and the environment. The Agency will provide access if available to an already established cleaning area within TMD facilities. The Agency will provide a common storage area, for contracted laundry drop off should contamination occur if cleaning facilities are unavailable. Employees will be encouraged to bring additional work uniforms/coveralls to wear until the workday's end. Each organization will determine its own storage needs and requirements for allowing employees to store additional uniforms/coveralls. The Agency will also provide laundry soap.

#### 27.5 HAZARD REPORTING

a. A hazard may be reported by any person and may be submitted on any event or condition that affects safety.

b. Hazards should be reported to responsible supervisors so action can be taken. Oral reports for imminent danger situations are mandatory. In such situations, the Safety Office will be immediately notified. If the hazard is eliminated on the spot, no

further action is required. If the hazard is not or cannot be corrected within the work center, an Operational Hazard Report (OHR) or DA Form 4755 (Employee Report of Alleged Unsafe or Unhealthy Working Conditions) will be prepared and given to the section supervisor. Hazard reports may be submitted anonymously, directly to the State Safety Office.

c. The term “imminent danger” means any condition or practice in any workplace which could reasonably be expected to cause death or serious physical harm (a risk of injury of any sort is not sufficient) immediately or before there is sufficient time for imminence of such danger to be eliminated through normal practices.

d. In case of imminent danger situations, employees shall make reports by the most expeditious means available. It is the employer’s policy to issue no order that could jeopardize an employee’s life, health or safety above and beyond those normal hazards inherent in daily operations. An employee who reasonably believes that an assigned task poses an imminent danger of death or serious physical harm may refuse to work if there is no reasonable alternative. A refusal to follow an order under these conditions will not, except in emergency situations, subject the employee to punitive action unless the refusal can be proven to be unjustified. The employee must, however, request the employer to correct the hazard condition.

## **ARTICLE TWENTY-EIGHT: HAZARDOUS PAY AND ENVIRONMENTAL DIFFERENTIAL PAY**

### **28.1 POLICY**

Hazardous Duty Pay (HDP) and Environmental Differential Pay (EDP) are additional compensation programs available to employees for actual exposure to various degrees of hazard, physical hardship, or working conditions of an unusually severe nature. The TXNG agrees that HDP and EDP are entitlements for qualified employees and will be provided IAW the procedures and guidelines established in 5 CFR 532 and 550. The final approval authority for payment of Hazardous Environmental pay is the Adjutant General.

### **28.2 COVERAGE**

- a. This article applies to all Texas National Guard bargaining unit Civil Service employees whether they are employed on a full-time, temporary, part time, or intermittent basis.
- b. HDP applies only to General Schedule (GS) employees (5 CFR 550.901)
- c. EDP applies only to Wage Grade employees (5 CFR 532.511).
- d. HDP may not be paid to an employee when the duty has been taken into account in the classification of an employee's position unless otherwise specified in the negotiated HDP/EDP policy.
- e. HDP and EDP will be managed in accordance with applicable laws and negotiated TMD policies.

## **ARTICLE TWENTY-NINE: RADIOS AND MEDIA PLAYERS**

### 29.1

The TXNG agrees to allow the playing of radios or other audio players, so long as it is played in a manner not to threaten safety, EEO, or Sexual Harassment policies.

### 29.2 ELECTRONIC DEVICES (ALL TYPES)

a. The TXNG reserves the right to restrict electronic devices based on mission and safety requirements.

b. The use of electronic devices while operating government equipment is prohibited. The exception is the use of a cell phone with a hands-free device in a GSA vehicle is authorized. The use of electronic devices while operating military tactical vehicles is prohibited.

c. The TXNG is not responsible for lost, stolen, or damaged personal electronic devices in the workplace.

## **ARTICLE THIRTY: HEALTH AND WORK ENVIRONMENT**

### **30.1**

a. The TXNG agrees to allow employees to participate in physical fitness training as per published policy and guidance.

b. The agency will supply the tools and equipment required for mission accomplishment. Employees will not be allowed to bring their tools and personal equipment into the work area.

### **30.2 DESIGNATED EMPLOYEE COMMON-BREAK AREAS**

a. The agency will ensure break areas have refrigerators, microwaves, coffee pots, and storage areas, commensurate with the number of employees.

b. Break areas will be equipped with either cable, satellite TV or equivalent service.

c. Seating will be available for the number of employees in each work center.

d. Lockers will be provided for employee's personal items.

## ARTICLE THIRTY-ONE: CORRECTIVE ACTIONS

### 31.1 GENERAL

a. The parties recognize that, at times, corrective actions may be required. In accordance with applicable rules, regulations, and laws, this is a three-tier system that includes; non-disciplinary actions, disciplinary actions, and adverse actions. It will be based on just cause and be consistently applied to promote the efficiency of the federal service. The corrective actions, to be practical, must be timely.

b. Before determining any actions, the Agency will gather all relevant facts, which may include employee discussions, before any decision is made. The employee discussions will not constitute action.

c. In the case where the discussion does not resolve the issue, corrective actions will be taken for just cause and administer following applicable regulations.

d. When a supervisor reasonably expects an interview to lead to disciplinary/adverse action or the employee requests, the employee will be advised by the appropriate management official of their Weingarten Rights.

### 31.2 NON-DISCIPLINARY ACTIONS

a. Counseling may be suitable in the first instance where non-disciplinary action is appropriate. Counseling is oral and not recorded in the Supervisors Work Folder on the electronic Supervisor's Employee Brief of the employee.

b. Admonition. If the minor misconduct continues or is repeated after counseling, but non-disciplinary action is still appropriate, admonition is warranted. Supervisor's and deciding officials are not required to issue an admonition before proposing adverse action. The penalty for an instance of misconduct should be tailored to the facts and circumstances. The admonition is written in the Supervisor's Work Folder on the electronic Supervisor's Employee Brief for the employee. The employee must be allowed to write his or her reply to the facts and reasons stated by the management official on the brief. If the employee replies orally, the supervisor will write a short summary of the reply. The appropriate management official will state the date on which the admonition and reply will be expunged, absent continuation or repetition of the minor misconduct.

### 31.3 DISCIPLINARY ACTIONS (LETTERS OF REPRIMAND)

a. Letter of Reprimand. A letter of reprimand is a disciplinary but does not constitute an adverse action. It may be used when corrective action is ineffective or when the nature of offense warrants a more serious and formal action. Conduct that justifies discipline of one employee at one time does not necessarily justify similar discipline of a different employee at a different time, particularly where the employees are in different work units or chains of supervision. Nonetheless, employees should be treated



equitable, so agencies should consider appropriate comparators as they evaluate potential disciplinary actions. When taking disciplinary action, supervisors have the discretion to consider an employee's disciplinary record and past work record, including all past offenses not only similar offenses.

b. Procedures. A letter of reprimand is issued by a person in the employee's supervisory chain, normally the first-line supervisor. The first-line supervisor will receive a copy of the letter of reprimand if it is issued by a different management official. The issuing supervisor must determine, by preponderance of the evidence, that the facts supporting the issuance of the letter of reprimand are substantiated. This might, but does not always, require a formal or informal investigation. The letter of reprimand will be cleared for procedural accuracy through the HRO. All letters of reprimand must at a minimum include the following:

(1) A description of the offense (sometimes referred to as the cause or charge) in sufficient detail to show why the letter of reprimand is being issued.

(2) The timeframes that the letter of reprimand will remain in effect in the employee's electronic Official Personnel Folder, typically one to three years.

c. Repeated behavior. Repetition of the same offense may warrant more severe disciplinary action, as indicated in the table of penalties.

d. Use of Adverse Action Letters. Letters of reprimand may be used as evidence of a previous offense for consideration of progressive discipline in adverse action proceedings only if the adverse action is commenced before the letter of reprimand has expired and if the reprimand is otherwise still in effect. However, expired letters of reprimand may always be used as impeachment evidence to call into question the credibility of the individual when relevant, or in the case of similar misconduct to demonstrate that the employee knew, or should have known, that the alleged misconduct was improper. Letters of reprimand remain in effect the time stated on the reprimand.

### 31.4 CATEGORIES OF ADVERSE ACTION

a. Actions that constitute Adverse Action. Adverse Actions are defined in 5 USC 75. Examples of adverse actions include suspension without pay, a reduction to a lower grade or pay, or removal from employment. An action does not need to be for conduct or performance in order to be considered an adverse action.

b. Categories of Adverse Actions. There are two categories of adverse actions:

1. Category 1. Suspensions of 14 days or less

2. Category 2.

(a) Removal.

(b) Suspension for more than 14 days. Suspension should not be a substitute for removal in circumstances in which removal would be appropriate. There is no legal requirement to counsel, admonish, or suspend an employee before proposing to remove that employee.

(c) A reduction on grade.

(d) A reduction in pay.

## **ARTICLE THIRTY-TWO: EMPLOYEE TRAVEL**

### **32.1 AUTHORIZATION**

a. Travel will be directed only when required by the mission. All travel must be processed IAW the current DoD travel system and authorizations must be approved prior to starting any travel.

b. The TXNG understands that certain circumstances associated with temporary travel may cause undue personal hardship with employees involved; therefore, the employee, upon request, may be released from such temporary duty assignment if a qualified replacement is available and willing to perform the duty.

### **32.2 TRANSPORTATION AND QUARTERS**

a. Employees required to travel shall be furnished transportation at government expense. General Services Administrations (GSA) vehicles may be used if available. Privately Owned Vehicles (POV) may be authorized, in accordance with provisions of the JTR.

b. Employees on TDY will not be directed to occupy work centers, non-motel/hotel lodging/facilities. Exceptions will be coordinated between the parties.

c. Certificates of non-availability will be issued when government directed lodging is not available. Where lodging is not available at the temporary duty location the employee is responsible for making travel arrangements. Reimbursement of such expenses will be in accordance with applicable JTR.

### **32.3 GOVERNMENT TRAVEL CARD (GTC)**

a. Employees will use the GTC IAW the JTR and are responsible for annual card training requirements.

b. Employees are responsible for all charges on the GTC.

## **ARTICLE THIRTY-THREE: WAGE SURVEY REPRESENTATION**

### **33.1 GENERAL**

Bargaining Unit Members will be authorized to participate in Federal Wage System (FWS) wage surveys when directed by the local Wage Survey Committee.

### **33.2 PROCEDURES**

- a. Employees appointed to an Agency sponsored Wage Survey, will be accountable to the Chairman of the survey, not their first line supervisor. This includes, but is not limited to, previously scheduled leave requests, meetings, or emergency-based issues.
- b. Work schedules will be changed to a M-F, 5/8 schedule for the pay period of the wage survey.
- c. If a wage survey falls on a holiday, the appropriate holiday pay will be processed and approved by the HRO.
- d. Employees will be in an applicable pay status when supporting the wage survey.

## **ARTICLE THIRTY-FOUR: RECLASSIFICATION ACTIONS**

### **34.1 GENERAL**

- a. An employee position may be re-classified to a lower grade when the applicable standard has changed due to the erosion of duties or job-grading error has occurred.
- b. An appeal to classification action will be done through OPM.

## **ARTICLE THIRTY-FIVE: REORGANIZATIONS, REALIGNMENTS, AND REDUCTIONS-IN-FORCE**

### **35.1 GENERAL**

The agency agrees to make every effort to avoid or minimize a Reduction in Force (RIF). Procedures relating to a reduction in force will be in accordance with applicable laws and regulations.

## **ARTICLE THIRTY-SIX: GRIEVANCE PROCEDURES**

### **36.1 GENERAL**

A grievance means any complaint:

(1) By any employee concerning any matter relating to the employment of the employee;

(2) By any Labor Organization concerning any matter relating to the employment of any employee; or

(3) By any employee, the Labor Organization, or Agency concerning-

(a) The effect or interpretation, or a claim of breach, of the collective bargaining agreement; or

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

### **36.2 REPRESENTATION**

The employee retains the right to request Labor Organization representation in the grievance procedures or to decline such representation. If the employee chooses not to have representation, that waiver must be in writing. The Labor Organization will be served a copy of this waiver. However, the Labor Organization will be given the opportunity to have a representative present during all grievance proceedings to ensure adjustments of the grievance are not inconsistent with the terms of the CBA.

### **36.3 EMPLOYEE RIGHTS**

All employees have the right to present their grievances to the appropriate management officials for prompt consideration. This procedure provides a means for the prompt and orderly consideration and resolution of employee or Labor Organization grievances. In exercising this right, the employee and the Labor Organization representative will be free from restraint, coercion, discrimination, or reprisal.

### **36.4 PRESENTING GRIEVANCES**

a. The Labor Organization has the right to present and process grievances on its own behalf or on the behalf of the bargaining unit employee. A grievance will be formally presented by the Labor Organization or employee in a timely manner but no later than 180 calendar days from the date of issue or employee becomes aware of the issue.

b. Except as provided by 5 USC 7121(d), the negotiated grievance procedure is the

exclusive procedure available to the TXNG, the Labor Organization, and the employees for filing and processing of grievances.

c. If an employee or group of employees elect to present a grievance with the assistance of the Labor Organization, resolution of the grievance must be consistent with the provisions of this CBA.

d. The Agency will notify the Labor Organization of grievance proceedings and inform it of the time and place of such proceedings. The point of contact will be the appropriate HRO representative.

e. Employees will use the approved Grievance Form when filing grievances.

### 36.5 RIGHT TO INFORMATION

Upon request and subject to law, rule, or regulation, the TXNG will supply the Labor Organization with any investigation reports and/or documents used.

### 36.6 EXCLUSIONS

Matters excluded from the negotiated grievance procedure are:

a. Any claimed violation of subchapter III of Chapter 73 §7324 of this title relating to prohibited political activities.

b. Retirement, life insurance, or health insurance.

c. A suspension or removal under section §7532 of this title.

d. Any examination, certificate, or appointment.

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

f. A removal/termination of an employee who is serving a temporary or probationary period/appointment.

g. A suspension of more than 14 days, change to lower grade or reduction in pay, or removal/termination of an employee that was appealed to MSPB.

h. The assignment of a rating of record that was appealed to the Performance Appraisal Review and Appeals Board.

### 36.7 EMPLOYEE INFORMAL GRIEVANCE

a. All steps are coordinated with the HRO.

b. At the informal stage, the employee and the representative will meet with the



immediate supervisor and attempt to resolve the issue/problem that caused the grievance. This step is encouraged by both the TXNG and the Labor Organization.

c. The informal grievance should be initiated in an attempt to resolve a problem before it becomes a formal grievance. The supervisor will advise the aggrieved of their decision no later than fourteen (14) calendar days after being presented.

### 36.8 FORMAL GRIEVANCE

a. If the aggrieved is dissatisfied with the decision reached through the informal procedures, the grievance will be submitted using the agreed to form (see enclosures) by the aggrieved. It will then be submitted to the next appropriate higher-level management official with a copy to HRO.

b. All steps are coordinated with the HRO.

c. There are three steps for the grievant to follow if not satisfied. At each step, the designated management official will review all material submitted by the grievant. Either party may request an interview. The grievant may be accompanied by a Labor Organization representative, if desired. In writing, this management official shall render a decision no later than fourteen (14) calendar days following receipt of the formal grievance or after a meeting is held. If more time is needed, either party may request an extension from the other party. All parties will cooperate by responding to a meeting, if requested, to try to resolve the issue through discussion at this stage. The decision reached shall be reduced to writing with copies furnished to the parties concerned, including the HRO. Management progression:

- (1) Directorate/Wing Commander or designee
- (2) DJS
- (3) TAG or designee

d. For any grievance denied by TAG, the Labor Organization has the right to seek arbitration.

e. The Labor Organization and the Employer understand that circumstances may cause delays in the prescribed timelines.

f. At any time during this process, the grievant freely chooses to terminate the grievance, they will do so by written statement of termination to the appropriate management official with a copy to the Labor Organization. Such a termination action will be binding on the employee.

### 36.9 ARBITRATION PROCEDURES

a. Recording arbitration. A verbatim transcript of the arbitration will be made when requested by either party, the expense of which shall be borne by the requested party. If either party or the arbitrator request or obtain a copy of the transcript, the costs shall be shared equally by the Union and the Employer.

b. The decision to refer the grievance to arbitration must be submitted to the other party within thirty (30) calendar days of the date of the final decision on the grievance.

c. When arbitration is invoked, the party invoking arbitration may request a list of seven arbitrators from the Federal Mediation and Conciliation Service (FMCS). Once received, the parties will meet ten (10) calendar days after having requested arbitration to select an arbitrator. If an agreement cannot be reached regarding the selection of an arbitrator, the requestor will get the first strike of a name from the list. Then the parties will alternately strike the names from the list until only one name remains. The individual's name remaining will be duly selected to hear the grievance. The parties agree that if the selected arbitrator is unavailable to hear the grievance within an agreeable time, the parties will select a new arbitrator using the above procedures. If either party fails to participate in the selection process, the arbitration action will proceed with the requesting party accomplishing the selection action.

d. Expenses incurred for the arbitrator's consulting fee, travel and per diem will be shared equally by the Employer and the Labor Organization. Expenses incurred in providing services deemed necessary to both parties shall also be shared equally. Any expenses incurred in obtaining other services or witnesses shall be borne solely by the party requesting the service or witness.

e. Witnesses. The appellant, the employee's representative, and required witnesses who testify in the arbitration hearing, and who would otherwise be in a duty status, shall be in a pay status without charge to leave while participating in the arbitration proceedings. By mutual consent, depositions are appropriate when time or geographical constraints preclude the physical presence of a witness. Any expenses incurred in providing necessary witnesses, other than TXNG employees, shall be borne by the requesting party.

f. The arbitration hearing shall be held on a date and location mutually agreed upon by the parties.

g. The scope of arbitration will be limited to the interpretation and application of the terms and provisions of the written agreement and of agency or activity regulations.

h. Certification of compliance with the decision of the arbitrator, to include corrective action taken, where appropriate, shall be provided to the other party as soon as possible.

i. If no exception to an arbitrator's award is filed under subsection (a) of section 7122 during the thirty (30) calendar day period beginning on the date the award is served on the party, the award shall be final and binding. An agency shall take the actions required by an arbitrator's final award. The award may include the payment of back pay (as provided in 5 USC section 5596(b) the Back Pay Act).

## **ARTICLE THIRTY-SEVEN: FIRE EMERGENCY SERVICES STANDARD**

### **37.1 SCOPE**

The provisions of this section apply to Title 5 TXANG Fire and Emergency Services.

### **37.2 CONTRACTING OUT**

The Agency agrees to abide by 10 U.S. Code, Section 2465, prohibition on contracts for the performance of firefighting or security-guard functions.

### **37.3 HOURS OF WORK**

a. The agency will promulgate the tour of duty for TXANG Fire Emergency Services Personnel in accordance with applicable laws and regulations. The Agency agrees to notify the Union of any changes to the existing tours(s) of duty and will negotiate such changes pursuant to this agreement.

b. A duty day will be 24 hours each, starting at 0630 hours and ending at 0630 hours the second day. TXANG Fire Emergency Services personnel's normal wake up/notification will be at 0600 hours the first morning and 0530 hours the second morning. All Operations personnel are assigned to work groups (WG) and have a day off also known as a Kelly Day. Fire Protection personnel normally transition from work to standby status at 1715 hours.

c. The period when Fire Protection personnel are considered to be performing "actual work" includes but is not limited to:

- (1) Attendance at shift change.
- (2) Inspecting and maintaining fire apparatus and fire suppression devices located throughout the activity.
- (3) Inspecting buildings and areas.
- (4) Giving and receiving job-related training.
- (5) Attending meetings and formal gatherings.
- (6) Attending "hot pits" and similar types of operations where the danger of fire or other related emergencies are present.
- (7) Preparing and maintaining reports.
- (8) Suppressing fires and conducting operations connected therewith.

- (9) Onsite housekeeping.
- (10) One hour physical fitness training period per 24 hour period.
- (11) Performing duties as the FACC (fire alarm control center) operator.
- (12) Performing other job related duties as assigned by the Agency.

d. Fire Protection personnel are normally considered in "Standby" (1715-0630 hours) status except when required to perform actual work as described above and are free to eat, sleep, read, listen to the radio, watch television or engage in similar pursuits. Federal holidays will normally be considered down days.

e. If the Agency has the need to schedule "actual work" at times other than the "core work hours" (0630-1715 hours), (lunch 1130-1300 hours), or (physical fitness 1530-1630) the Agency will ensure that equal amounts of standby time will be permitted during designated work hours.

(1) The annual/monthly training schedule will be published and posted so that all employees can review and plan accordingly. Any deviation to the schedule will be submitted through the chain of command and posted.

(2) No notice base-wide exercises or previously unscheduled events out of control of the TXANG Fire Emergency Services will ensure that equal amounts of standby time will be permitted during the designated hours at work.

(3) Outdoor work activities that are not emergency response-related will be curtailed to the minimum activity necessary during inclement climatic conditions or temperature extremes (i.e. below 32 degrees or above 90 degrees).

(4) Base weather will be utilized as the reference to determine any adverse weather conditions affecting the installation's employees. Department-initiated training will be accomplished in the morning hours the summer months and the afternoon in the winter months or as temperatures permit.

f. Off-duty personnel are subject to recall and/or retention to duty status at the discretion of the Senior Fire Officer when it is determined that existing conditions or emergency conditions warrant such action. If the employee is recalled for duty, a minimum of 2 hours of overtime will be given. If the employee is needed to stay longer than the required shift, overtime will be paid in accordance with OPM guidelines in 15 minute increments. For example, if an employee is held to work until 0707 hours, the employee is paid for 15 minutes of overtime.

g. An employee is not required to be at work or perform work before being on paid status. Personnel will be response ready at the beginning of shift change.

h. The CES Fire Chief will approve attendance at base functions to the fullest extent possible.

### 37.4 TXANG FIRE EMERGENCY SERVICES WORK GROUP ASSIGNMENTS

a. Work Groups will be assigned by management. Management determines the staffing to meet mission requirements based on Standard Core Personnel Documents pertaining to needed qualification and certifications.

First consideration for selection of Work Group assignments will be based on TXANG time as defined by Article 17 of this agreement. The same priority in order will be given whenever a Work Group vacancy is created by promotion, retirement, resignation, or termination.

b. If an employee wants to trade their Work Group assignment with another employee of the certification and capability, the request will be submitted through the Assistant Chief for approval.

c. In addition, the employee's Work Group may be changed for another day as long as the minimum required number of qualified personnel are on duty. The request will be submitted through the assistant Chief for approval.

d. The trading of time or changing of Work Groups are done voluntarily by the employees involved and are not at the direction of the Agency.

e. Trade Time.

(1) The Parties agree that equally qualified firefighters may substitute for one another on regularly scheduled tours of duty or work shift with Agency Approval. This practice will be called "trading time". The practice will in no way require additional compensation on the part of the Agency. The Agency will make every effort to approve exchanges of the work schedules, subject to mission accomplishment or other compelling reasons.

(2) Accordingly, "trading time" will be deemed to have no effect on hours worked when the reason for the time trading is not due to the Agency's business but at the employee's request.

### 37.5 OVERTIME

a. TXANG Fire and Emergency Services will have an updated personnel list available showing the next person to pull an overtime shift. The list is based on seniority per this agreement. When the person at the top of the list is used for an overtime shift, their name will be placed at the bottom of the list starting their rotation over. The list will be used for mandatory and volunteer overtime. In the case of newly hired staff, their name will be placed at the top of the list. If necessary for an employee to be held over from a previous shift to pull another 24 hour shift, the employee will have the option of leaving for one (1) hour during their shift at no charge to personal leave to gather clothing and food for that shift. A non-bargaining member may be used to fill in for the one (1) hour absence.

b. Once TXANG Fire Emergency Services management knows that the next shift will require a member to stay over, on shift management will contact the next individual currently on duty to make arrangements to cover the overtime shift. The employee assigned overtime by management may find a volunteer to fill the overtime assignment.

(1) The employee that works the overtime will rotate to the bottom of the list.

(2) If an employee scheduled for leave the next shift, the employee will not be required to work overtime but remain at the top of the list.

c. For the safety of all Fire Protection personnel, employees will not be allowed to work over 72 hours consecutively, unless in the case of a fire and emergency services incident. Even then, safety must be addressed and will be temporary in nature. There must be a 24 hour off duty break in between starting a new tour of duty. 72 hours consecutively remains in effect for trade time and overtime situations. A maximum of three (3) days (72 hours) consecutive work with a minimum of 24 hours off duty.

### 37.6 ANNUAL LEAVE

a. Scheduled Leave. TXANG Fire Emergency Services personnel need to submit primary annual leave requests, secondary annual leave requests, and use or lose request to their Station Chief no later than (NLT) 15 February for the summer and 15 August for the winter. The Agency agrees to have the final list out to employees NLT 15 March for summer and 15 September for winter leave. If a conflict arises, the conflict will be taken care of prior to the final list being published. All efforts will be made not to cancel primary and secondary leave for firefighters. Management directed shift or work group changes will not result in a forfeiture of primary or secondary leave requests.

b. If conflicts arise from tentative or unscheduled leave requests:

(1) Seniority, as defined in Article 17 of this agreement, will be used to settle conflicting leave requests.

(2) Tie breaking will be total time as a firefighter at Ellington Fire Department.

c. For leave to be formally approved, a request in the Automated Time Attendance and Production System (ATAAPS) must be submitted to the appropriate management official. Both approved and disapproved leave requests will be returned to the employee; if desired, a written explanation will be provided in ATAAPS.

d. Leave rosters will be posted and updated as required for the year.

e. Excused absences may be approved by management on a case-by-case basis in accordance with applicable directives. Specifically, firefighters that are members of volunteer emergency service agencies may be granted excused absences to support community emergencies or other incidents where emergency response would be hampered if the employee were forced to report for duty at their regularly scheduled

time. Volunteer firefighters will notify their immediate supervisor at the earliest opportunity of the emergency and their need to participate, requesting leave or excused absence. Management may excuse the absence at their discretion.

### 37.7 SICK LEAVE PROCEDURES

Sick leave shall be earned and administered in accordance with applicable regulations and this section. Sick leave requests should be approved for all employees when they are incapacitated for duty by sickness, injury, pregnancy, confinement, medical, dental, optical, treatment or examination or when a member of the employee's family is afflicted with a contagious disease and the employee's presence at work would jeopardize the health of others. Employees must request sick leave by contacting their immediate supervisor, if on duty, or the on duty Assistant Chief by telephone as soon as possible, but no less than one (1) hour prior to the start of the employee's scheduled tour of duty. Continued absence must be reported daily unless otherwise approved by the supervisor. If the previous supervisors are unavailable, requests for sick leave will be made prior to 0630 hours to the on-duty management official.

Any firefighter (operations personnel) who has been absent from duty for a medical condition of a nature or duration that could affect their performance as a firefighter, shall be evaluated by the designated fire department physician or the firefighter's personal physician before returning to duty. The firefighter (operations personnel) will be required to meet or exceed all requirements of the NFPA 1582 Physicians Guide for Firefighter Medical Evaluations before returning to full duty status.

### 37.8 SAFETY (PERSONAL PROTECTIVE EQUIPMENT)

a. The Agency will provide proper personal protective equipment (PPE) and clothing. When purchasing equipment and/or personal protective clothing, the Agency will purchase and ensure the equipment is accordance with nationally recognized standards. Equipment and PPE will not be replaced solely because of a revision or updated NFPA standard. Employees will be responsible for the condition of items furnished to them and the return of such items as required by the agency. Any equipment utilized by the employee will also be in accordance with the requirements of nationally recognized standards. The Agency agrees to replace PPE when no longer serviceable or contaminated.

b. For the purposes of this section, the only items the Agency will replace are those issued by the Agency. Additional equipment will be provided as needed. Unit employees will not be required to share any part of his/her turnouts and/or protective equipment with another employee.

c. Station work uniforms for operations personnel below the rank of Assistant Chief are considered PPE for the purpose of this Article but must be in compliance with NFPA 1975 Standard on Station/Work Uniforms for Emergency Services.

### 37.9 FIRE STATION FACILITIES

The Agency agrees to provide and maintain, with the Fire Station, reasonably comfortable living spaces and such spaces are to be properly cooled and heated, provide for basic necessities, such as, but not limited to, facilities that are in good working order, clean and usable drinking water. Quality of life issues will be discussed between management and union officials annually, or as determined by both parties. Efforts will be made to ensure current fire stations will meet Air Force (AF) design standards for fire stations. Future fire stations will meet AF design standards in effect at that time. Fire stations will be equipped in accordance with AF Table Allowances for equipment.

### 37.10 PHYSICAL FITNESS PROGRAM

TXANG Fire Emergency Services is responsible for providing a comprehensive Health related fitness program in accordance with nationally recognized standards. This is not to be confused with the required annual medical physical. This is not a replacement to an approved AF Fire Emergency Services program (once approved). In the event an employee does not meet a condition of employment management retains the right to deal with each case in accordance with applicable guidelines.

### 37.11 TXANG FIRE EMERGENCY SERVICES OCCUPATIONAL PHYSICALS

Annual firefighter physicals will be performed in accordance with NFPA 1582, Physicians Guide for Firefighter Medical Evaluations. All employees will be given the time to perform the physical while on duty or be paid overtime. If the medical squadron cannot meet the requirements of NFPA 1582, the services for an occupational physical will be arranged at no cost to the employee. All employees will have a copy of their shot records maintained in their designated fire department physician's employee medical file and, when requested, a copy will be given to the employee.

### 37.12 TRAINING

- a. Outside, job required training will be administered based on prerequisite, availability, and mission requirements.
- b. All level one courses will be done via agency furnished career development courses (CDC) or at the employee's expense if they so choose to seek external training. If materials are needed for career development courses, i.e. books, the Agency will furnish these items at no cost to the employee. When qualified for level two courses or above, the Agency will provide training classes at their own expense, time may be granted in accordance with applicable directives. This provision applies whether or not the employee may have to pay for the course through tuition assistance or out of their own funds.
- c. TXANG Fire Emergency Services personnel are considered to be at duty while attending job related classes, regardless of the class length. At times, where manning may be an issue the employee may complete the class, however when mission requirements dictate, the employee may have to return from the leave status to fulfill



mission requirements unless other arrangements can be made i.e., overtime. As soon as possible, that employee will be released back to complete the training.

### 37.13 UNIFORM ALLOWANCE

Firefighter work uniforms will be in accordance with the most current negotiated Flight Instruction. Uniforms must meet the requirements of nationally recognized standards. Specific Uniforms will be identified in EFD FES Standard Operating Instruction.

a. Management will submit the uniform allowance, as permitted in DoDI 1400.25 Vol 591, by 31 December each year. Employees are responsible for the proper wear and maintenance of the uniform. If the uniform is damaged, contaminated or no longer serviceable, the employee understands they are responsible for replacement.

b. For any uniform issues, the Fire Chief will meet with the union to discuss uniform changes using interest-based bargaining principles i.e., joint problem-solving. Any changes to uniforms will affect the next annual clothing allowance distribution; implementation date will be negotiated.

## **ARTICLE THIRTY-EIGHT: LABOR MANAGEMENT COOPERATION**

### **38.1 JOINT LABOR MANAGEMENT PARTNERSHIP**

- a. The Agency will establish a Joint Labor Management Partnership (JLMP) with the LO. The Parties will meet bi-annually or as mutually agreed upon. The party members will include representatives from the HRO, the LO and management representatives for both Army and Air. The JLMP will be comprised of one (1) management official (Chair) and one (1) representative from the LO (Co-Chair). An administrative assistant will alternate between management and the LO to transcribe meeting minutes.
- b. The purpose of the JLMP will be to:
  - a. The interpretation and application of rules, regulations, and policies.
  - b. Conduct mutually agreed upon training.
- c. Agenda items will be exchanged at least ten (10) calendar days prior to the meeting to provide both parties the opportunity to prepare.

### **38.2 JOINT LABOR MANAGEMENT COMMITTEE**

- a. Each Air Wing (3) and Army Directorates with bargaining unit employees will establish a Joint Labor Management Committee (JLMC) when mutually agreed on by the LO and appropriate management official. Once established, the parties agree to meet at a minimum annually or when mutually agreed on.
- b. Agenda items will be exchanged by both parties with as much advanced notice as possible but no less than ten (10) calendar days prior to the meeting.
  1. The parties agree that if agenda items are not exchanged within the timeframe specified, the JLMC meeting may be rescheduled to allow appropriate time for preparation. A JLMC will not be scheduled for agenda items that can be resolved with one-on-one meetings. The JLMC should be comprised of at least one (1) management representative as the Chair, one (1) LO representative as the Co-Chair and an administrative assistant, which will alternate between the LO and management, who will transcribe the meeting minutes.
  2. The JLMC attendees will be the appropriate parties based on the agenda items.
  3. A copy of the minutes will be retained by both parties. Additional copies of the meeting minutes will be made available upon request.
- c. The JLMC will give consideration to matters such as:
  1. Local safety issues.

2. Local policies (i.e., flight schedule changes)

3. Upcoming local decisions that affect bargaining unit members (i.e., potential changes in force structure, new equipment and training requirements, office space changes, and or break room changes).

4. The promotion of education and training and or the betterment of technicians working conditions.

d. The parties agree that when a meeting becomes argumentative, combative or is not in the best public interest, the meeting will be adjourned and rescheduled.

e. Grievances will not be presented, initiated, or resolved during JLMC meetings.

f. Recommendations developed by the committee will be forwarded to the appropriate management representative and HRO for approval and implementation.

g. If the appropriate management official disagrees with the recommendation, they will refer the recommendation back to the committee within ten (10) calendar days.

## **ARTICLE THIRTY-NINE: EMPLOYEE BENEFITS**

### **39.1 EMPLOYEE BENEFITS**

Employees will be advised annually through the Human Resources Office, the latest information regarding health and welfare benefits, retirement benefits, worker's compensation procedures, and all other employee related benefits provided to the federal workforce.

### **39.2 RETIREMENT BRIEFING**

a. Employees who meet the criteria for retirement are encouraged to consult with the HRO regarding their retirement benefits. A 1:1 meeting may be scheduled with the HRO to assist the employee with any retirement information or paperwork either in person or through teleconference. Employees are authorized excused absence, up to 1 duty day, for an HRO retirement briefing with the appropriate management official approval. Employees requesting a retirement briefing must make an appointment and receive confirmation from the appropriate HRO representative. A supervisor may delay the absence pending mission requirements but will provide an alternate date to schedule the meeting.

b. Employees who travel from outside the local commuting area for a retirement briefing with HRO are authorized travel expenses in accordance with applicable laws, regulations, and budgetary constraints.

### **39.3 RETIREMENT PROCESS**

The employee will notify the Agency in writing of the desired retirement date as soon as possible. The Agency will make every effort to ensure the retirement process will be expedited reasonably and timely to avoid delays in the process once the employee submits their completed retirement packet.

## **ARTICLE FOURTY: CONTRACT TRAINING**

### **40.1 GNERAL**

The employer and union agree that educating the workforce about the provisions set in this document is beneficial to all. There have been many instances of Supervisors and Employees trying to bend the language in the CBA to benefit their desired interpretation. Therefore, it is pertinent to establish training events and encourage maximum participation by T32 and T5 employees of TMD. This training will be conducted no later than 180 days after the execution of this CBA unless an extension is mutually agreed upon.

The Agency will establish a training program. The Agency shall provide a location for employees to convene and receive the training. A member of the union and Agency will discuss the provisions of this Agreement, field questions, and provide feedback to the workforce in their respective areas.

## **ARTICLE FOURTY-ONE: AGREEMENT ADMINISTRAION**

### **41.1 EFFECTIVE DATE**

The effective date of this C.B.A. shall be after the parties' execution and the Defense Civilian Personnel Advisory Service (DCPAS) approval. The date of this C.B.A., the DCPAS approval letter, and the M.O.U. signed XXXX, will be made part of this C.B.A. before its distribution and listed on the table of contents of this C.B.A.

### **41.2 AGREEMENT PRECEDENCE**

a. This agreement is binding except to the extent it conflicts with (a) a law enacted by Congress, (b) a rule or regulation implementing 5 U.S.C 2302 or any change thereto, (c) a government-wide rule or regulation that was in effect before the execution of this agreement and for which is a compelling need.

b. If the Employer refuses to comply with this agreement's provision based on the assertion of such conflict. In that case, the Labor Organization may take any lawful action to contest the assertion or may, demand negotiation of a replacement provision, or both.

c. Upon approval, this collective bargaining agreement takes precedence over any conflicting provision in Agency regulations that predate and postdate this agreement.

### **41.3 DCPAS APPROVAL**

a. The DCPAS shall approve the C.B.A. within 30 days from the date the C.B.A is executed by the parties, if the C.B.A. is I.A.W. the provisions of applicable law, rule, or regulation.

b. If DCPAS disapproves any portion of this agreement within the 30 day period, the existing C.B.A. shall remain in effect. Otherwise, the new C.B.A. becomes binding on the TXNG and the Labor Organization subject to applicable law, rule, or regulation provisions.

c. In the event portions of the C.B.A. are not approved by DCPAS, negotiations will resume I.A.W. the M.O.U. dated 9 June 2022 incorporated herein.

### **41.4 AGREEMENT DURATION**

a. This C.B.A. shall expire three years after the approval date of DCPAS.

b. The terms of this C.B.A. may be extended beyond the expiration date:

(1) In one-year increments based on mutual agreement of the parties.

(2) During a period of declared National or State emergency by the mutual

consent of the parties.

#### 41.5 AGREEMENT AMENDMENTS/SUPPLEMENTS

a. The C.B.A may be modified due to a change in an appropriate new law, rule, or regulation. Both parties will agree to amendment and approval in this situation.

b. Other amendments may be made:

(1) By mutual consent of both parties.

(2) Either party may require negotiations to amend no more than three (3) articles of this agreement, with the amendments effective no earlier than XXX of written notice identifying the articles proposed to be amended is provided to the other party no later than XXXX.

(3) Either party may serve notice to the other party that no later than sixty (60) days prior to the midpoint of this C.B.A, requesting negotiations.

(4) Representatives of the TXNG and the Labor Organization will meet at a mutually agreeable time to negotiate the proposed amendment or modification. No changes other than those specified in the summary will be considered.

c. Approval of an amendment or modification to the C.B.A will be accomplished in the same manner as provided above.

#### 41.6 NEGOTIATING A NEW AGREEMENT

a. Thirty (30) calendar days prior to the planned start of negotiations of a new C.B.A., both parties will produce a Memorandum of Agreement establishing the ground rules for the conduct of negotiations.

b. Negotiations for a new C.B.A. will commence not earlier than 105 calendar days and not less than sixty (60) calendar days prior to the expiration date of this C.B.A. This CBA will remain in effect during negotiations.

c. If neither Party serves notice to re-negotiate this Agreement, subject to Agency Head Review, this Agreement shall renew itself from year to year following the initial three (3) year period.

#### 41.7 PUBLICATION/DISTRIBUTION OF THE CONTRACT

1. On the effective date, the TXNG will post a copy of this agreement to the agency website and electronically distribute a link to all employees.

2. Employees are encouraged and authorized to print copies of the collective bargaining agreement using local equipment.

3. The Parties have entered into this agreement on this XXXXXX.