

AGREEMENT

The Adjutant Generals Department, State of Texas

and

Texas Air National Guard Council of Locals

of the

American Federation of Government Employees/AFL-CIO

TABLE OF CONTENTS

<u>ARTICLE #</u>	<u>TITLE</u>	<u>PAGE</u>
1	Recognition and Unit Determination	1
2	Purpose	1
3	Matters Appropriate for Negotiation	1
4	Management Rights	3
5	Rights of Employees	4
6	Union Representation and Official Time	4
7	Publicity	6
8	Equal Employment Opportunity (EEO) Program	7
9	Labor-Management Cooperation	10
10	Hours of Work	11
11	Overtime	12
12	Holidays	14
13	Leave	15
14	Employee Personnel Files	17
15	Job Classification	18
16	Training	19
17	Reduction-in-Force, Reorganization, Transfer of Function, Reassignment, and Reemployment	21
18	Disciplinary/Adverse Actions	24
19	Grievance Procedures	26
20	Arbitration	30
21	Health and Safety	32
22	Allotment of Dues	35
23	Technician Assistance Program	37
24	Use of Official Facilities	38
25	Promotions	39
26	Performance Appraisals	40
27	Employee Debts	44
28	Incentive and Suggestion Awards	44
30	Environmental Differential Pay	45
31	Campaigns	46
32	General	46
33	Contracting Out Bargaining Unit Work	47
34	Parking	48
35	Impasses in Negotiations	48
36	Travel and Per Diem	48
38	Nepotism	50
40	Assignment of Work	50
41	Motor Vehicle Operators	51
42	Pay Practices	52
44	Pay Schedules	52

<u>ARTICLE #</u>	<u>TITLE</u>	<u>PAGE</u>
45	Excused Absence and Administrative Leave	52
46	Duration of Agreement	53
47	Management Investigations	54
48	Outside Employment	55

ARTICLE 1

RECOGNITION AND UNIT DETERMINATION

Section 1. The Employer hereby recognizes that the Union is the exclusive representative of all technicians in the bargaining Unit (as defined in Section 2 below). The Union recognizes its responsibility of representing the interest of all such technicians without discrimination and without regard to Union membership with respect to all matters affecting their general working conditions subject to the express limitations set forth elsewhere in this agreement.

Section 2. This agreement applies to all non-supervisory Texas Air National Guard technicians as defined in A/SLMR No 524 [Case No 63-5261 (CU)] and amended June 30, 1975.

ARTICLE 2

PURPOSE

The Employer and the Union representing the bargaining unit employees of the Employer, desire to enter into a Labor-Management Agreement, which will have for its purposes, among others, the following: (1) to promote fair and reasonable working conditions; (2) to promote improved programs designed to aid the technicians in achieving their acknowledged and recognized objectives; (3) to promote the highest degree of morale and responsibility in the Agency; (4) to adjust differences arising between them related to matters covered by this Labor-Management Agreement; (5) to promote technician management cooperation between the Employer and its employees; and (6) to provide a safe and healthful work environment. "Collective Bargaining" for the purpose of contract negotiations under Public Law 95-454, and the terms of this agreement is defined as the mutual obligation of the Employer and the Union to meet at reasonable times and confer in good faith with respect to procedures for settlement of grievances, personnel policies and practices and other matters effecting general working conditions and other conditions of employment of technicians in the Unit.

ARTICLE 3

MATTERS APPROPRIATE FOR NEGOTIATION

Section 1. The Employer agrees to meet and confer (i.e. negotiate) personnel policies, and practices and matters affecting working conditions of employees in the bargaining Unit as provided by Chapter 71, Title 5 USC, as amended. The parties are committed to the fair and equitable compliance and applications of laws, rules executive orders and regulations that apply to technicians.

Section 2. Where the parties mutually agree to any changes in this agreement they shall execute a joint document which will amend an Article (s) in this agreement. The amendment shall be approved and executed in the same manner as the original agreement.

Section 3. If the parties do not mutually agree on a proposed change submitted by either party, the matter will then be considered for formal negotiations. At that time the Union will be granted official time to conduct negotiations on the proposed changes. The negotiating team members shall not exceed five (5) from each party except by mutual agreement.

Section 4. All impasses in negotiations will be resolved in accordance with Article 35 of this agreement.

Section 5. It is understood and agreed that any changes on any personnel policies, practices and other matters affecting working conditions of technicians in the bargaining unit can only be made by mutual agreement using the procedures outlined in this Article.

Section 6. The Employer agrees to refer any proposed changes or in reissuing an existing policy in personnel policies, practices or other working conditions of technicians to the Union at least fifteen (15) calendar days prior to anticipated implementation. In the case of reissuing policy letters an advance copy will be provided to the Union. The Union retains its right to negotiate any item in a letter to be reissued, in accordance with this agreement. The Union agrees to respond as soon as practical and in the absence of a response within fifteen calendar days, the Employer will agree proceed with implementation. This time will be extended for cause. If the Union notifies the Employer within fifteen (15) calendar days that it does not concur in the proposed change(s), negotiations will begin as soon as possible. In the event either party invokes impasse procedures including FMCS & FSIP, pursuant to Chapter 7, Title 5 USC, the proposed change will be held in abeyance pending resolution of the impasse.

Section 7. Unless prohibited by law and subject to the provisions of this agreement, past practices and benefits not covered by this agreement, shall remain in full force and effect during the life of this agreement unless and until changed by mutual agreement of the parties.

Section 8. Upon request, Union representatives will be granted official time to poll employees on management proposed changes and other matters. When management proposes changes they will provide the Union with the details known and available to management. A listing of affected bargaining unit technicians will be provided to the Union for those management proposed changes.

ARTICLE 4
MANAGEMENT RIGHTS

Section 1. The employer retains the following rights in accordance with PL 95-454 (Section 7106):

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

b. In accordance with applicable laws, to hire, assign, direct, lay off, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or other disciplinary action against such employees;

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

d. With respect to filling positions, to make selections for appointments from;

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

(2) any other appropriate source; and

e. To take whatever actions may be necessary to carry out the agency mission during emergencies. Nothing in this agreement shall preclude negotiation 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.

f. And to afford the union the opportunity to negotiate;

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

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

Section 2. In the administration of all matters covered by this agreement, officials and employees are governed by existing or future laws and regulations at the time this agreement is approved. In the event there is a conflict between this agreement and future regulations, the contract shall prevail.

Section 3. An emergency will only be declared by management for good cause. When emergency procedures are invoked, the Union will be notified as soon as possible and the Employer will consult with the Local President on the circumstances causing the emergency and its expected duration. In any emergency management agrees to give due regard to the welfare of the employees.

Section 4. Prior to local management circulation of questionnaires or similar devices to members of the bargaining unit, management agrees to meet and confer with the local Union representative on the matter. Employees will not be required to sign.

**ARTICLE 5
RIGHTS OF EMPLOYEES**

Section 1. The Employer and the Union agree that employees shall have and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to form, join, and assist the Union. The freedom of such employees to assist the Union shall be recognized as extending to participation in the management of and acting for the Union in the capacity of an organization representative, including presentation of its views to officials of the Executive branch, the Congress, or other appropriate authority. The Employer shall take such action, consistent with law or with directives from higher authority, as may be required in order to assure the employees are apprised of the rights described in this article, and that no interference, restraining, coercion, or discrimination is practiced within the Agency to encourage or discourage membership in the Union.

Section 2. The terms of this agreement do not preclude any employee of the Agency from bringing matters of personal concern to the attention of management officials, in accordance with applicable laws and regulations, with presence of a Union representative, if the employee so desires.

**ARTICLE 6
UNION REPRESENTATION AND OFFICIAL TIME**

Section 1.

(A) The Employer agrees to recognize AFGE officials, and officials and representatives of the Council of Locals in accordance with Section 2, below.

(B) The Union agrees to designate a Council of Locals President, a Union Designated Representative, and stewards to perform representative functions at each activity location. The Union retains the right to designate its representatives without interference. The effective use of stewards and a reasonable distribution of their Union work-load enhances a sound Union-Management relationship and contributes to the efficiency of the Employer's operations.

(C) Stewards shall be designated by the Council of Locals President so that each employee in the Unit will have reasonable access to a steward. The Union shall supply the Employer in writing and maintain with the

Employer on a current basis, a current list of all designated Union Representatives and Union stewards.

Section 2. Union Representatives will be recognized by the Employer upon written notification by the Union to the appropriate Employer office. The Union agrees to furnish the Employer a list of technicians designated to serve as Union representatives and stewards, and appropriate telephone extensions, and to keep this listing current.

Section 3. A reasonable and necessary amount of official time, including associated travel expense and per diem shall be granted to recognized Union representatives to attend management sponsored activities. Travel and per diem will not exceed the rates allowed by Joint Travel Regulations.

Section 4. Reasonable time during working hours will be granted to Union representatives and aggrieved employees for attendance at meetings with management officials. Reasonable time will also be allowed for representatives to meet with employees to discuss grievances and other appropriate matters outlined in Title VII, CSRA.

Section 5. Procedures for use of Official Time.

(A) A bargaining unit member or Union representative will request from his or her immediate supervisor, use of official time. If the immediate supervisor is not available, use of official time will be requested from the next available supervisor in the supervisory chain.

(B) Permission will be granted unless release of the technician or the Union representative would adversely effect the employer's ability to accomplish its assigned tasks. If official time is delayed, the manager or supervisor will immediately give the reasons for the delay. Upon request, the reason will be provided in writing. In any situation in which management asserts the existence of an emergency, which would delay the Union representative's or employee's use of time as contained in this Article, all time limits and actions shall be automatically extended for a time equal to the length of the delay.

Section 6. The employer agrees to allow Union representatives to attend mutually beneficial training using official time. This includes both management and union sponsored training.

Section 7. The Union representative may receive and investigate complaints and grievances of technicians on Government time and property.

Section 8. A technician may handle his or her own grievance. However, if he desires representation, he may be represented by the Union or someone approved by the Union. The Union has a right to be represented at

discussions between Management and technician or union representatives concerning individual employee grievances, personnel policies and practices or other matters affecting general working conditions of technicians of the Unit. When these management discussions involve technicians who are Union officials, the Union will be notified so another Union representative will be permitted to attend who may present the views of the Union. All such management discussions/meetings will normally be scheduled during duty hours so that Union representative will be permitted to attend and express the Union's view. This right to be present does not extend to informal discussions of personnel problems between a technician and supervisory officials when the technician does not desire the presence of a Union representative. However, if such discussions involve personnel policies or other matters which the employer is obligated to discuss or negotiate with the Union, such decisions will not be made until this obligation is discharged and will not conflict with existing agreements with the Union.

Section 9. Union stewards and aggrieved technicians shall be permitted reasonable and necessary time while preparing for grievance appeals and hearings. Normally, not more than one steward will be granted official time for this purpose.

Section 10. The Union local representative will be permitted to attend the detachment commander's regularly scheduled administrative staff meeting.

Section 11. There shall be no restraint, interference, coercion or discrimination against a Union representative because of the performance of his or her duties.

ARTICLE 7 PUBLICITY

Section 1. Sufficient bulletin boards or bulletin board space will be provided for the display of Union literature, correspondence, notice, etc. Approval of literature is not necessary; however, the Union is responsible for its contents, and for maintaining the board in a neat and orderly appearance.

Section 2. The Employer agrees to annually publish a statement as to the recognition granted the Union officials and representatives.

Section 3. The Employer will publish telephone listing of the local Union representatives in the local telephone directory as well as the State directory.

Section 4. The Employer agrees to permit distribution of literature sponsored by the Union to all employees in the bargaining unit through regular distribution procedures.

Section 5. Copies of this agreement in a booklet format

will be furnished to all Unit employees and to supervisors and management officials. One hundred copies will also be furnished to the Union for its own use. The cost of printing this agreement shall be borne by the Employer, except that additional copies for Union use will be borne by the Union. Copies of agency regulations will be made available to the Union, and upon request, the Union will be provided a copy.

Section 6. Distribution of Union literature will be permitted provided it is done during the non-work times of the technician involved. Insofar as this provision is concerned, meal times and rest breaks are not considered work time.

ARTICLE 8

EQUAL EMPLOYMENT OPPORTUNITY (EEO) PROGRAM

Section 1. Policy. The TXANG Technician Equal Opportunity (EEO) Affirmative Action Plan establishes the requirements of national policy and Federal law. It assures EEOs in every aspect of personnel policy and practice in employment, development, promotion, and treatment of National Guard technicians. The employer and the union agree to cooperate to the fullest in providing EEOs for all qualified applicants and technicians and to prohibit discrimination because of age, race, color, religion, sex, national origin or any other matter covered by 29 CFR 1614. Both parties agree to promote and support all programs for EEOs through a positive and continuing effort.

Section 2. Programs. The employer agrees to accept recommendations and suggestions from the union on matters relating to the Equal Opportunity Program (EOP) and program improvements. It is further agreed that the employer will consult, confer, or negotiate as appropriate, on matters concerning personnel policies and practices and matters affecting working conditions of technicians.

Section 3. Equal Employment Opportunity (EEO) Complaint Procedures.

a. Any technician who believes they have been discriminated against in any matter if because of race, color, religion, sex, age, or national origin may file an informal grievance and if not resolved, may then file an EEO complaint through the statutory procedures by contacting a designated EEO counselor for that specific area within 45 calendar days of the occurrence or the date the aggrieved person knew or reasonably should have known of the discriminatory event or personnel action.

b. Any technician who initiates an EEO complaint is entitled to representation of his or her choice, to

include union representative at any time during the complaint process. Union representatives will not be required to use official time for EEO representation duties during the administrative process, however, they will be considered to be on duty time.

c. Complaints alleging sexual harassment.

(1) The employer and the union agree that sexual harassment in the workplace will not be condoned. Reported cases of sexual harassment will receive prompt and positive action to include necessary and appropriate action against those technicians found to be guilty of a sexual harassment offense.

(2) Any bargaining unit technician who feels they have been the victim of sexual harassment may file a complaint through informal grievance procedures and, if not resolved, may then file a complaint through the statutory procedures by contacting an EEO counselor within 45 days of the occurrence or the date the aggrieved person knew or reasonably should have known of the discriminatory event or personnel action.

(3) The employer, upon receiving a complaint alleging sexual harassment toward a technician, will evaluate the complaint and take necessary action as the circumstances may warrant. When the complaint is filed against a technician's immediate supervisor, or vice versa, the Agency may consider reassigning either of the individuals during the investigative process.

Section 4. For recognition of the Union's role as exclusive representative, the Employer agrees to the following:

(1) EEO Counselors will be required to inform potential complainants covered by this Agreement of the right to representation, including Union representation, during the precomplaint counseling.

(2) The Union shall have the right to be present at all formal discussions between management and the complainant when the adjustment has an impact on other employees of the Unit.

(3) The Union shall have the right to attend discrimination complaint hearings in accordance with appropriate regulations.

(4) The Union shall be given reasonable notice (minimum of three (3) working days) of all remedial or corrective actions taken as result of informal or formal resolutions of EEO complaints that impact on Unit employees.

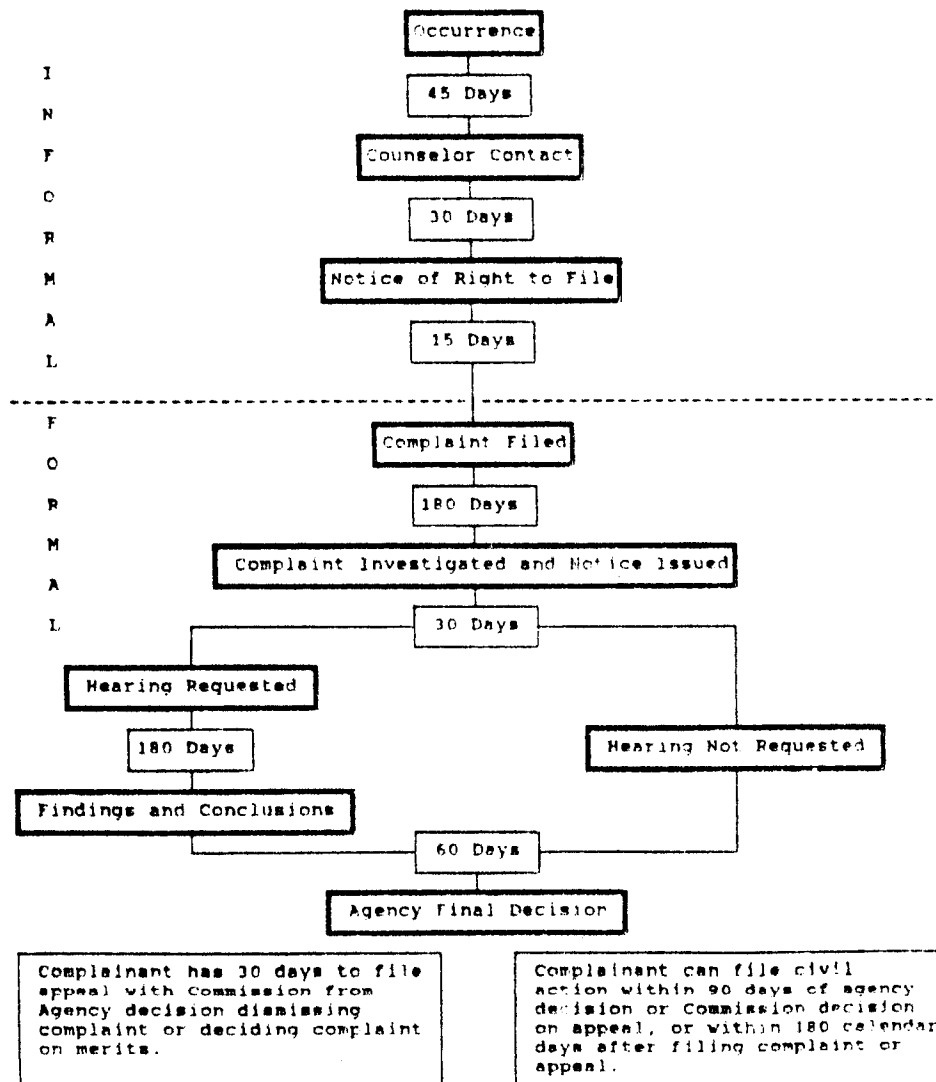
Section 5. Upon request, and consistent with applicable laws and regulations, the EEO complainant and/or their designated representative will be provided a copy of any and all records pertaining to the discrimination complaint

with in a timely manner, including a copy of the investigative file.

Section 6. It is understood and agreed that EEO counselors, officials, and other EEO management officials will contact the designated representative of EEO complainants on all matters pertaining to the case.

Section 7. Below is a chart detailing the steps and times for discrimination complaint processing. While this chart provides a basic guide for processing such complaints, actual processing instructions and time limits for processing discrimination complaints under 29 CFR, Part 1614, are contained in that regulation, and procedures for processing a grievance and the applicable time limits are contained in Article 19 of this agreement.

**OVERVIEW OF FEDERAL SECTOR COMPLAINT PROCESSING
UNDER 29 C.F.R. PART 1614**



ARTICLE 9

LABOR-MANAGEMENT COOPERATION

Section 1. The Employer will semi-annually furnish the Union a list of names, job numbers, grades, and duty stations of all technicians within the bargaining unit. Additionally, a listing of Union members paying dues by Form 1187 will be provided to the Council Representative upon request to the local Air Commander or his or her designated representative.

Section 2. Monthly, the Union will be given a list of names of all bargaining unit technicians appointed, transferred, promoted and separated during the preceding month. In addition, the reason for exclusion of any member from the bargaining unit will be provided.

Section 3. Employer and the Union will establish a Joint Labor-Management Committee (JLMC) at each technician detachment. It will meet at mutually agreed upon times, as necessary. Agenda items will be submitted by either party in as much advance of each meeting as possible, but not later than the day prior to the meeting date. The parties will meet provided agenda items are submitted as required and the time and place are reasonable. An equal number of Union and Employer representatives attending these meetings will be kept to a reasonable number, not to exceed five, consistent with the subjects to be discussed.

Section 4. The Joint Labor Management Committee will have as its purpose and shall give consideration to such matters as: safety, interpretation and application of rules, regulations and policies; the correction of conditions making for grievances and misunderstandings; the encouragement of good human relations in employee-supervisory relationships; promotion of education and training; the betterment of technician working conditions; and the strengthening of employee morale; the implementation of Equal Employment Opportunity. However, it is agreed that individual grievances will not be taken up during Committee meetings. Recommendations developed by the Committee will be forwarded to the local Air/Detachment Commander for approval and implementation. If the Commander disagrees with a recommendation, he or she will refer the recommendation back to the Committee within a reasonable period of time, not to exceed two work weeks, with his or her rationale for not approving it. The Committee may then modify, withdraw, or resubmit the proposal to the Air/Detachment Commander. If upon resubmission, the Commander disapproves the recommendation or fails to respond within a reasonable period, not to exceed two work weeks, the matter may be submitted to the Adjutant General under the negotiated grievance procedure.

Section 5. Minutes and proceedings of the meeting shall be kept by the Employer. A copy of the minutes will be provided to the Union not later than three working days after the meeting for any corrections. The copies of the meeting minutes will be finalized and initialed by each party not later than two working days from receipt of the minutes. Copies of finalized minutes will be posted on unit bulletin boards. The members of the JMLC will be encouraged to share the discussion and recommendations of the committee with other management and bargaining unit members through circulation of meeting minutes or discussions with these individuals.

Section 6. The Union will be invited by the Employer to appoint a member to any board, committee or panel that is established to discuss and/or develop recommendations on policies, practices or programs which effect working conditions of bargaining unit employees.

Section 7. The local Union representative will be scheduled by the Civilian Personnel Office for a 15 minute period during an individual's inprocessing to meet with the new bargaining unit member in order to greet him or her. The Union agrees that no representative of the Union will engage in any activity prohibited by 5 USC 7131(b).

Section 8. Upon request, the Union will be furnished a copy of materials and records indicated in Section 7114, Title 5 USC, without cost, to perform official Union duties including matters covered under this agreement and Chapter 71, Title 5, USC.

ARTICLE 10

HOURS OF WORK

Section 1. Tours of Duty, Hours of Work and Work Schedules

a. Assignments to tours of duty shall be scheduled in advance over periods of not less than four weeks.

b. The administrative workweek shall be seven consecutive days, Sunday through Saturday.

c. The basic non-overtime workday shall not exceed ten (10) hours.

d. The occurrence of holidays shall not affect the designation of the basic workweek.

e. Breaks in working hours of more than one hour shall not be scheduled in any basic workweek.

Section 2. Continuous service technicians shall have their tours of duty arranged to allow each technician consecutive days off in each administrative workweek. Technicians on a four day, ten hour a day, workweek will have three consecutive days off in each administrative

workweek. Technicians who change tours of duty or shifts shall have at least 24 hours rest prior to the change.

Section 3. Tours of duty as outlined in Section 1, shall be posted in the appropriate work areas.

Section 4. Tours of Duty will not be established or modified for the purpose of avoiding the payment of holiday, premium or overtime pay.

Section 5. Each shift will be allowed two (2) paid rest periods, one each during the first and last halves of each shift. Technicians working a duty day of nine or less hours will receive 15 minute rest periods, and technicians working a ten hour workday will receive 20 minute rest periods.

Section 6. Temporary changes in tours of duty will be rotated equitably among available qualified technicians. When such changes are necessary, the Employer will notify the Union as soon as possible. Any complaint or disagreement on the changes of assignment of tours shall be handled in accordance with the negotiated grievance procedure.

Section 7. Voluntary transfers from shift to shift shall be made available to technicians according to their continuous seniority. Involuntary transfers from shift to shift shall be made according to reverse seniority.

Section 8. All travel will be scheduled during the basic workweek whenever possible. When it is necessary for the employee to travel outside the basic workweek, the technician will be credited with compensatory time for the period of travel.

Section 9. The Employer will provide a reasonable amount of time, consistent with the nature of the work performed, for technicians to clean up themselves and the work area, and to store government property.

Section 10. The Employer will make reasonable and necessary arrangements for technicians to receive proper orientation during shift changes.

Section 11. When a Union representative is required to work out of his or her assigned area, the Employer will permit the representative to use either government or personal telephones, consistent with safety and security requirements, for performing Union representational duties.

Section 12. Union officials will not be transferred to a different work schedule or detailed for the purpose of impeding his or her representational duties.

ARTICLE 11

OVERTIME

Section 1. Overtime assignments will be distributed and rotated equitably among qualified technicians. Overtime

work for technicians shall not be assigned as a reward or penalty. Any complaint or disagreement on the distribution of overtime shall be processed in accordance with Article 19, Grievance Procedure.

Section 2. In the assignment of overtime, the Employer agrees to provide the technician advance notice. When a technician is designated to work overtime on days outside his or her workweek, the technician will be given at least two days notification, except in emergency situations or mission essential situations beyond the control of the supervisor. Management decision exceptions must be provided to the Union and are subject to the grievance procedure. When overtime is to be performed on a holiday, two days advance notice will also be given, when possible, to the technicians affected.

Section 3. A rotational system will be established whereby each qualified technician within a section will be given the opportunity to participate in necessary overtime work assignments. Overtime requirements on certain specialized operations will be expected because of specialized training. Records of overtime worked will be maintained by the Employer to assure each technician receives equitable consideration.

Section 4. Technicians called back to work outside of their normal workweek will be released promptly upon completion of the task they were called back to complete. Technicians will be credited with compensatory time in accordance with agency regulations.

Section 5. Technicians who work overtime shall be allowed a rest period break of not more than eighteen minutes for each four hour period of overtime worked. Technicians who work a seven or more hour period of overtime will be furnished a forty-five minute non-work time meal period.

Section 6. Technicians either in training or in detail assignments shall be considered for overtime in their respective sections subject to provisions of Section 3.

Section 7. Overtime may be compulsory in cases of emergencies except where such overtime may adversely affect the technician's health or safety.

Section 8. In accordance with applicable regulations, work performed in excess of the normal workday or forty (40) hours a week constitutes overtime work. Technicians will not be required to take any kind of leave in such instances. When a holiday falls on a technician's regular off day, the technician will work their normal work schedule.

**ARTICLE 12
HOLIDAYS**

Section 1. Eligible technicians shall be entitled to all Federal holidays established by law or designated by Executive Order. Current Federal holidays are designated as:

New Years Day -----	January 1
Martin Luther King Day -----	3rd Monday in January
Presidents' Day -----	3rd Monday in February
Memorial Day -----	Last Monday in May
Independence Day -----	July 4
Labor Day -----	1st Monday in September
Columbus Day -----	2nd Monday in October
Veterans Day -----	11th day of November
Thanksgiving Day -----	4th Thursday in November
Christmas Day -----	December 25

Section 2. Eligible technicians shall receive pay at their regular daily rate plus any appropriate premium pay on all days designated as holidays on which they are required to work.

Section 3. When a holiday falls on one of a technician's scheduled days off, the holiday for the technician will be observed as the next scheduled non-holiday duty day.

Section 4. Technicians will be given at least two weeks notice of all holidays to be worked except in emergency situations. Holiday work will be rotated on a fair and equitable basis.

Section 5. A technician may request leave for any work day which occurs on religious holiday associated with his or her religious faith. Subject to the limitations of Article 13, this leave will normally be approved.

Section 6. A technician who is a member of the community volunteer emergency service and who is called to perform emergency service may be released in an annual leave or compensatory time status for such absence from duty, provided the technician notifies management of his or her participation as a volunteer. In approving the request for leave, management retains the right to take into consideration the amount of time used in terms of mission and workload requirements and any other conflict with the technician's work performance.

Section 7. When a technician is released by the head of a volunteer emergency service, he or she will return to duty to be charged annual leave or compensatory leave (if available) for the time released. Upon returning to duty, the technician will provide his or her supervisor a written certificate from the head of the emergency service reflecting the date and hours worked in such service.

ARTICLE 13

LEAVE

Section 1. Annual leave is a right of the technician and not a privilege. Consistent with the needs of the Employer, annual leave which is requested in advance will be approved by the technician's immediate supervisor. It will be the responsibility of the supervisor, in consultation with the technician, to schedule annual leave so that it will not be forfeited. Leave shall be administered in 15 minute increments.

Section 2. The Employer and the Union agree to follow all applicable leave regulations except as modified by this agreement.

Section 3. Supervisors will accept requests for winter vacations during August (for October - March) and all summer vacations during February (for April - September). Any disputes between technicians desiring the same leave time will automatically be resolved by granting the leave time to the technician with the most continuous seniority in grade in the activity. Technicians can change scheduled leave providing he or she does not interrupt another technician's scheduled leave and the change is approved by the technician's immediate supervisor. The Employer will make every reasonable effort to approve annual leave for technicians who so request for the week containing Christmas Day.

Section 4. Intermittent leave for one or two day periods will be approved or disapproved by the technician's immediate supervisor.

Section 5. A medical certificate will not be required to substantiate requests for approval of sick leave for three days or less unless the technician has been given a notice in writing that his or her use of sick leave is being restricted due to an excessive use or abuse of sick leave. A technician will not receive a written notice unless he/she has first been warned verbally by his/her supervisor on at least one occasion, and the warning noted in his/her field folder. When medical certificate is to be submitted for all periods reported as sick, the requirement will be reviewed annually by the supervisor and the technician concerned to determine if a continuation of this requirement is necessary. Continuation of a requirement for medical certificates will only be for just cause.

Section 6. Sick leave controls. Sick leave will be authorized only in bona fide cases. It is the responsibility of the local supervisor to ascertain whether absences are properly chargeable to sick leave. A medical certificate will be required under the following conditions:

a. For absences in excess of three workdays. If the technician was not attended by a physician, the technician's personal statement indicating incapacitation may be accepted in lieu of a medical certificate, unless the technician has received written warning concerning excessive use or abuse of sick leave, as outlined in Section 5, above.

b. For absences for short periods at frequent intervals, whenever there is reason to believe that the sick leave privilege is being abused. In such cases the technician will be advised in writing, as outlined in Section 5, that a medical certificate will be required to support any future grants of sick leave regardless of duration.

c. When a member of the immediate family of the technician is afflicted with a contagious disease as designated by a Public Health Office and requires the care and attendance of the technician, or when through exposure to a contagious disease, the presence of the technician at his/her duty location would jeopardize fellow technicians.

Section 7. The employer will not post individual sick leave records nor will individual sick leave statistics be displayed publicly.

Section 8. The employer will make reasonable efforts to provide liberal use of details of light duty to help reduce the loss of accumulated sick leave.

Section 9. Technicians serving on jury duty will be assigned to the day shift during the duration of their jury duty, provided he or she notifies his or her supervisor at least two weeks prior to the date the jury duty begins. Technicians will not be expected to return to their technician duties on a duty day if the technician is released from jury duty after serving six or more hours of jury duty that day. If the technician serves less than six hours on the day released from jury duty, he or she will be expected to return to his or her duty station.

Section 10. Unearned sick leave will be advanced to a technician in cases of serious illness or disability upon his or her request, in accordance with applicable regulations, and provided the technician has not received written warning concerning excessive use or abuse of sick leave, as outlined in Section 5, above. A technician who has received such a warning may be granted unearned sick leave, provided he or she submits written documentation from a physician outlining the nature of the illness or injury which requires sick leave, and the prognosis for recovery.

Section 11. Technicians may be released without charges to leave (excused absence) in case of severe inclement weather, as approved by the Adjutant General's department.

Section 12. If an immediate supervisor cancels a technician's approved or scheduled annual leave, the technician may appeal the cancellation to the second and third level supervisors, successively. Such appeals will be responded to in not less than three working days. If the technician is not satisfied with the responses of the second and third level supervisors, he or she may process a grievance using the negotiated grievance procedures.

Section 13. Annual leave for emergency purposes will be granted to technicians who notify their immediate supervisor as soon as possible, but not later than four hours after they are scheduled to report for work. The present policy of granting emergency leave will continue during the life of this agreement. It is understood that management retains the right to disapprove requests for annual leave for cause.

Section 14. Pursuant to agency regulations, leave without pay shall be granted to members of the Union to serve with AFGE for up to one year, and extensions will be granted for subsequent years upon request. When the Union Official decides to vacate his or her position with AFGE, he or she will be returned to the position he or she previously held with the Employer.

Section 15. The supervisor will process requests for leave in a timely manner.

Section 16. Tardiness of less than one hour shall be excused if the technician has an explanation reasonable to the supervisor. The supervisor's decision, including his or her determination of reasonableness of the explanation, is subject to the negotiated grievance procedure.

ARTICLE 14

EMPLOYEE PERSONNEL FILES

Section 1. No derogatory material of any nature which might reflect adversely upon a technician's character or career will be placed in his or her Official Personnel Folder or Employee Record Card (NGB Form 904) without his or her knowledge. The technician will have the opportunity to comment on and initial all such entries which will merely acknowledge the entry but not the accuracy. The immediate supervisor or acting immediate supervisor can annotate the Employee's Record Card. Any entry which the technician believes to be unjustified is subject to the negotiated grievance procedure.

Section 2. Technicians will be given the opportunity to initial and get a copy, if requested, of the document(s) placed in their Official Personnel Folder or Employee Record Cards. The technician's initials on the NGB Form 904 certifies that he or she has reviewed the document and received a copy, if requested. If the technician refuses

to initial, the document will be annotated to indicate the technician reviewed the document and was provided a copy, if requested, and still entered into the Official Personnel Folder or Employee Record Card. No document or record may be used against the technician from his/her personnel folder unless he/she has received a copy of it from management.

Section 3. Each technician or representative, as designated by the technician in writing, or his or her designated Union representative in writing, shall have access on official time to inspect and/or copy any document appearing in his or her Official Personnel Folder or Employee Record Card, pertaining to him or her. The Employer will assist the technician in obtaining a copy of the document in the Personnel Folder or Record Card. A copy of a document will be provided to the technician, upon request, at no cost.

Section 4. Other than the technician, or his or her designated Union representative, only those persons designated in FPM Chapter 294 will be allowed access to a technician's Official Personnel Folder. Access to a technician's Official Personnel Folder by other than the technician's supervisor will be For Official Use Only.

Section 5. Letters of caution or warning placed in a technician's Personnel Folder or Employee Record Card will be maintained and/or removed in accordance with applicable regulations. Charges determined to be unfounded will be destroyed immediately and cannot be used against a technician.

Section 6. Management further agrees that all records pertaining to technicians will be properly maintained and safeguarded to prevent access by unauthorized persons.

ARTICLE 15 JOB CLASSIFICATION

Section 1. When the technician alleges inequities in his or her position description or classification, he or she shall be furnished information on the appeal rights and procedures set forth in applicable regulations. He or she may elect to be represented by a Union representative in discussing the matter with management or presenting an appeal.

Section 2. Each technician and the designated local Union representative shall be notified in advance when an action is to be taken that has an adverse effect on the technician's job series or grade.

Section 3. Filing a classification appeal does not deprive the employee of his right to appeal any related adverse action through appeal or arbitration procedures.

Section 4. The Employer agrees to comply with the job grading standards, job classification regulations, and decisions of classification agencies.

Section 5. The Employer agrees to provide each technician with a copy of the job description for which the technician is assigned. The job description shall reflect duties and responsibilities of the position to which the technician is expected to perform.

Section 6. It is recognized that a technician's position description should contain all the regular and/or recurring duties, tasks, knowledge and responsibilities of the assigned position, and that the position will be classified based on such a complete position description. To this end, technicians will be given the opportunity at least annually to review their position description with their supervisor and to recommend any changes to the position description. The technician's recommendations will be forwarded to the Support Personnel Management Office for approval or disapproval. The SPMO shall review the recommendation and approve or disapprove the change as soon as possible, but not later than 45 days after receipt, unless an extension is granted for cause.

Section 7. Disputes over the accuracy of a technician's position description are subject to the negotiated grievance procedure.

Section 8. Special care will be taken to insure that all qualification standards and job announcements accurately reflect the actual requirements of the job to be filled.

Section 9. Job assignments will normally be reasonably related to the technician's position description. However, when required to accomplish the mission, technicians may be assigned other duties. When such situations arise, management will first consider alternatives for accomplishing the tasks. When management determines such alternatives do not exist or are not practical, technicians will not be assigned these duties as a substitute for discipline. Additionally, such duties will not be assigned in an arbitrary or capricious manner. If other duties should be assigned with such frequency as to meet the definition of major duties, the position description must be revised and the Union will have the opportunity to bargain to the extent provided by law and other sources of authority.

ARTICLE 16

TRAINING

Section 1. The Employer will provide adequate training to all technicians for the duties and responsibilities of their assigned positions/work assignments. The Employer and the Union agree that the training of all technicians

is a matter of primary importance in assuring the unit's mission is accomplished safely and efficiently. Through Employer and Union cooperation, the parties shall seek the most effective training and development for all employees. Consistent with its needs, the Employer agrees to develop and maintain policies and programs designed to achieve this purpose.

Section 2. Annually, the supervisor and technician will evaluate the training needs of the technician, and the supervisor will inform the technician of any training necessary to further his or her career. The supervisor will also identify those situations in the specific work environment that training can aid in achieving defined objectives and goals of the Employer.

Section 3. The Employer will identify areas of skill in which scarcities exist and insure that all technicians are informed of those areas. Furthermore, the Employer will establish training opportunities in these areas and inform technicians of how to apply for training.

Section 4. The employer will continue its present policy of training employees to the maximum extent practical.

Section 5. When advance knowledge of the impact of pending changes in function, organization, or mission is available, it shall be the responsibility of the Employer to plan for the maximum retraining of employees involved. Maximum use will be made of the authority to waive qualification requirements.

Section 6. In the event of a reduction-in-force, the Employer will determine from the appropriate State Employment Service whether any of the affected employees may be eligible for training at government expense, and if so, will inform employees how to apply for training.

Section 7. The Employer will attempt to give at least thirty (30) days advance notice to the affected technician(s) of any change in work assignment or of any required additional training which will be necessary due to acquisition of new equipment or machinery, or implementation of a new process.

Section 8. Training provided to a technician shall be recorded on the DD Form 1556 and a copy of this form will be maintained in the technicians Official Personnel Folder.

Section 9. The Employer will make necessary arrangements for the technician to attend any management directed training.

Section 10. It is recognized and agreed that the nature of the technicians' jobs may require their attendance of a military school. Technicians will have the option of attending training courses in a military or technician status, provided funding is available to support the

desired status, and the selected option does not conflict with agency policies and regulations.

ARTICLE 17

REDUCTION-IN-FORCE, REORGANIZATION, TRANSFER OF FUNCTION, REASSIGNMENT, AND REEMPLOYMENT

Section 1. RIF Defined. A reduction-in-force is defined as a release of a technician from his/her competitive level by separation, demotion, furlough for more than 30 calendar days, or reassignment requiring displacement when there is a lack of work, funds, reorganization, reclassification due to change in duties, or the need to make a place for a person exercising reemployment or restoration rights that requires the employer to release the technician.

Section 2. Union Notification. Prior to official notification of employees and at the earliest possible date, the Union will be advised on any pending reductions-in-force (RIF) so the Union may become aware of all the details including the reasons for the RIF. The notice will include the reasons for the RIF, the number and specific positions affected and the date the actions will take place. This includes the Union's right to negotiate appropriate arrangements for adversely affected technicians pursuant to Section 7106, Chapter 71, Title 5, USC.

Section 3. Records. A technician affected by a reduction-in-force has the right, along with his union representative, to review records that will affect his/her ranking during a reduction-in-force. He/she also has the right to designate a Union representative to represent him/her or to assist him/her in explaining his/her review findings.

Section 4. Reasonable Offer and Priority Placement Under Grade and Pay Retention Provisions. A reasonable offer, is defined as the offer of a position, the grade of which is equal to the retained grade and is a full time, continuing position, one for which the technician is qualified and in the same commuting area. The Union will be kept apprised of actions. Upon request, lateral transfers will be reviewed to determine their merit.

Section 5. Competitive Areas. The competitive areas for RIF are determined by the agency on a case by case basis according to management needs.

Section 6. Competitive Levels. Positions in a competitive level should be similar of duties, responsibilities, pay schedules, terms of appointments; similar in requirements for experience, training skills and aptitudes.

Section 7. Transfer of Functions. Defined as a transfer of a clearly identifiable segment of a mission including all the integral parts of that mission from one competitive area to another commuting area.

Section 8. In the event of major reduction-in-force, the Employer agrees to freeze the filling of all vacancies in the bargaining unit for the effected competitive areas, either by outside hiring or promotions; and freeze performance evaluation until the reduction-in-force has been completed and/or all affected technicians have been properly placed.

Section 9. The Employer will provide the Union with complete information regarding any reorganization, reduction-in-force and/or transfer of function. Affected technicians will be counselled and kept informed of any actions which affect them. The Employer will maintain all lists, records, and information pertaining to the reduction-in-force for at least one year.

Section 10. Prior to and during a major reduction-in-force, and if early retirement is authorized, the Agency shall meet with technicians desiring consideration for optional or involuntary retirement to explain its benefits. Also, if the technician(s) do not desire Union representation, the Union will be afforded the opportunity to be present.

Section 11. Information. The Employer shall provide complete information needed by technicians to fully understand the reduction-in-force and why they are affected. Specifically, the Employer shall:

a. Inform all technicians as fully and as soon as possible of plans or requirements for reductions-in-force in accordance with applicable rules and regulations.

b. Inform all technicians of the extent of the affected competitive area, the regulations governing reductions-in-force and kinds of assistance provided for affected technicians.

Section 12. Notice to Technicians. The Employer shall provide a specific written notice to the Union and to each technician affected by the reduction-in-force, if released from their competitive level, at least 60 calendar days prior to the effective date. The notice shall state specifically what action is being taken, the effective date of the action, the technician's service computation date, and the technician's right to appeal this action to the Adjutant General in accordance with existing regulations.

Section 13. Employment Assistance. Any career technician who is separated because of reduction-in-force will be placed on a reemployment priority list, and such technician will be given preference for rehiring in

temporary and permanent positions for which they are qualified. It is understood that the acceptance of temporary employment will not alter a technician's right to offered permanent employment.

Section 14. Training. In the event of a reduction-in-force effecting release of technicians, the employer shall counsel technicians for whom no positions are located, on the basis of information obtained from the local State employment security agency, on any benefits or training that may be available to them.

a. Technicians, assigned to new positions and whose duties are different from those previously performed, will receive training as quickly as possible.

b. Supervisors will discuss training needs with the technicians on a continuing basis and will advise technicians on training which would enhance career progression.

Section 15. Relocation. The Employer agrees to pay the maximum relocation expenses allowable under appropriate regulations.

Section 16. Transfers. The Employer will grant time off without charge to leave to those technicians moving as a result of reduction-in-force or transfer of functions to find new housing and schools, to make arrangements for disposition of their current homes, and to handle any other matter involved in the move, in accordance with applicable regulations.

Section 17. Unless prohibited by regulations from higher authority, the Employer shall waive qualification requirements in assignments during reduction-in-force when the employee has the capacity, adaptability and special skills required by the position.

Section 18. Retention Registers. Retention registers shall be established and technicians listed in the order of their retention standing, and tenure group.

Section 19. Details. Technicians on detail may be released from their detail back to their permanent position during reduction-in-force.

Section 20. Assignment. The employer will make an employment offer, in writing, by way of specific notice to employees not being separated through implementation of the reduction-in-force procedures, either at the time of the reduction in force or as vacant positions become available thereafter. The reemployment priority list described in Section 12 of this article will be used for this purpose. The technicians shall respond within at least ten days after receipt of the offer indicating their acceptance or rejection of the offer. If the technician rejects the offer, the technician may request further consideration for a position in the same or lower grade,

at the duty location to which assigned at the time of the RIF action. If the technician is made a second offer, he or she will have at least 10 days to respond to the offer. Extensions of the time to respond will be granted for just cause. If the technician rejects the second offer, he or she will be removed from the reemployment priority listing and no further offers will be made.

Section 21. Pay Retention. Pay retention for technicians will be the maximum allowable under appropriate authorities.

Section 22. Notification. The Employer shall provide a specific written notice to the Union and each technician affected by the transfer of function at least 90 calendar days prior to the effective date. The notice shall state specifically what action is being taken, the effective date of the action and what is involved in acceptance or rejection of the offer of transfer. Any rights of appeal and the time limits on such appeals will also be in the notice. An extra copy of the notice will be given to the technician.

a. A technician will have up to 10 calendar days in which to accept or reject the offer of transfer. Extensions of the time to respond will be granted for just cause.

b. Technicians who reject an offer of transfer may request further consideration for a position in the same or lower grade, at the duty location to which assigned at the time of the transfer of the function. If the technician is offered a position, he or she shall have at least 10 days to accept or reject the position. Extensions of the time to respond will be granted for just cause. If the technician rejects the offered position, he or she will be separated from technician service.

Section 23. Severance Pay. Technicians who are separated because of the transfer of function shall be entitled to severance pay in accordance with applicable laws and regulations.

ARTICLE 18

DISCIPLINARY/ADVERSE ACTIONS

Section 1. The Employer agrees to informally discuss with the technician and his or her Union representative, if requested, the basis for any proposed disciplinary or adverse action, prior to its being reduced to writing. The Employer will carefully consider the technician's views and inform the technician and his or her representative of the Employer's decision before instituting any form of action.

Section 2. Prior to the taking of a written or sworn statement or questioning a technician on matters which may

lead to disciplinary action against him or her, he or she will be advised of his or her right to Union representation.

If requested by the technician, management can assist in securing a Union representative for the meeting. The technician will have a reasonable length of time to secure representation before any questioning takes place.

Section 3. If at any time a technician is being questioned by a management official and he or she believes that his or her rights are being threatened, he or she has the right to request that his or her Union representative be present. If requested by the technician, management can assist in securing a Union representative for the meeting. The technician will have a reasonable length of time to secure representation before any questioning takes place.

Section 4. When a technician does not elect to have the Union represent him or her, the Union will be permitted to have an observer present at the adverse administrative agency hearing without charge to leave.

Section 5. If a technician is to be served with a warrant or a subpoena, it will be done in private to the maximum extent possible.

Section 6. Once a final decision is made on a grievance hearing involving a disciplinary/adverse action, the Union's and management's actions are limited to those actions described in the final decision.

Section 7. In the event the disciplinary/adverse action is rescinded, all records pertaining thereto will be destroyed in accordance with applicable regulations. Since the records have been destroyed, no further action will result.

Section 8. All disciplinary actions shall be intended to correct improper behavior rather than merely punitive in nature, therefore, the punishment must meet the offense. It is recognized that disciplinary actions may include punitive measures; however, corrections, not punishment, should be the legitimate goal of such actions.

Section 9. Disciplinary and adverse actions, including removal, will only be taken for just cause, and will be in accordance with applicable regulations.

Section 10. On request, the employer agrees to furnish a copy to the Union of all proposed adverse actions and decisions on adverse actions. Management will notify the appropriate designated Union representative of any proposed adverse action against a bargaining unit member, within a reasonable time after the affected technician is notified.

ARTICLE 19
GRIEVANCE PROCEDURES

Section 1. Purpose. The purpose of this article is to provide for a mutually acceptable method for the prompt and equitable settlement of grievances. This negotiated procedure will be the sole and exclusive procedure available to the Union and the technicians in the bargaining unit for resolving grievances, except as provided in Section 3 of this article.

Section 2. Scope. A grievance means any complaint:

a. By a technician concerning any matter relating to the employment of the technician;

b. By the Union concerning any matter relating to the employment of any technician; or

c. By a technician, the Union, or the Employer concerning:

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

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

d. The provisions of this article do not apply to:

(1) Any claimed violation relating to prohibited political activities; or

(2) Retirement, life insurance, or health insurance; or

(3) A suspension or removal under 5 USC 7532;

or (4) A reduction in force action under article 17 of this contract; or

(5) Any examination, certification, or appointment; or;

(6) The classification of any position which does not result in reduction in grade or pay of any technician.

Section 3. Appeal and Grievance Option. An aggrieved technician affected by discrimination may at his or her option raise the matter under a statutory procedure or the negotiated grievance procedure, but not both (except for discrimination complaints). For the purpose of this Section and pursuant to Section 7121(e)(1) of Title 5, USC, a technician shall be deemed to have exercised his option under either a statutory procedure or negotiated procedure at such time as the technician timely initiates an action under the applicable statutory procedure or timely files a grievance in writing, in accordance with the provisions of the negotiated grievance procedure, whichever event occurs first.

Section 4. Question of Grievability. In the event either party should declare a grievance non-grievable or non-

arbitrable, the original grievance shall be considered amended to include this issue. The Employer agrees to raise any question of grievability or arbitrability of a grievance prior to the time limit for the written answer in Step 2 of this procedures. All disputes of grievability or arbitrability shall be referred to arbitration as a threshold issue in the related grievance.

Section 5. Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The Employer and the Union agree that every effort will be made by management and the aggrieved party(ies) to settle grievances at the lowest possible level. Inasmuch as dissatisfactions and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on a technician's good standing, performance, loyalty or desirability to the organization. Reasonable time during the working hours will be allowed for technicians and Union representatives to discuss, prepare for and present grievances, including attendance at meetings with Employer officials.

Section 6. The following procedures shall be adhered to in cases to which this article applies. Failure on the part of the management to render a timely decision at any step of the grievance process entitles the technician to advance the grievance to the next step.

a. Step 1. (INFORMAL):

(1) A technician, or his or her designated Union representative, who wishes to grieve will verbally or in writing do so at the lowest appropriate local management level, which shall normally be his or her immediate supervisor. The appropriate authority must have the authority to resolve the grievance. Grievances against an Air/Detachment commander may be filed with the Adjutant General's Department (AGTX-FTM-T). The grievance is initiated by the technician or Union representative notifying the management official that he or she desires to meet to file a grievance and identify the issue that requires resolution. This meeting must be requested within 15 calendar days of the occurrence of the matter out of which the grievance arose or the technician became aware of the occurrence. Allegations of on-going violations have no filing deadline.

(2) The management official receiving the request for the meeting will schedule the meeting to occur within five (5) working days of receiving the request. The technician shall either represent himself or herself or be represented by his or her Union representative during this and any subsequent information meetings in

Step 1. However, if the technician presents a grievance directly to the Employer for adjustment consistent with the terms of this Agreement, the Union shall have an observer present. The management official who meets with the technician and/or Union representative to receive the grievance will:

(a) make a decision based on full and fair consideration of the facts and give an answer to the technician within five (5) working days: or

(b) if the management official does not have authority to resolve the grievance, the technician and union will be immediately notified of the management official with the authority to resolve the grievance. The management official with the authority to whom the grievance is presented will make a decision based on full and fair consideration of the facts and give an answer to the technician within five (5) working days of the referral.

b. Step 2 (INFORMAL).

(1) If the matter is not satisfactorily resolved in Step 1, the technician or Union Representative will present the grievance in writing to the Air/Detachment Commander within five working days of receipt of the Step 1 decision, except that:

(a) If the Air/Detachment Commander was the management official issuing the original decision, the grievance may proceed to Step 3 (Formal).

(b) If the Adjutant General issued the original decision, the grievance may proceed to mediation or arbitration as outlined in this article.

(2) The Air/Detachment Commander will give the technician an answer within seven (7) working days after receiving the grievance.

(3) If the aforementioned procedures do not bring about a satisfactory settlement, the technician or the union, following the date of presentation, may then, within seven (7) working days following receipt of the response from the Air/Detachment Commander, initiate the formal grievance procedures.

c. Step 3. (FORMAL):

(1) The technician shall present his or her grievance in writing to the Adjutant General's Department, Attention: AGTX-FTM-T. A courtesy copy of the formal grievance and supporting documents will be provided to the Air/Detachment Commander. The grievance will contain the following:

(a) A concise statement of the grievance, together with any pertinent supporting evidence.

(b) A statement of the remedial action sought.

(2) Decision of the Adjutant General may sustain, reduce, or revise the action under consideration. He or She will provide written notice to the technician and the union of his or her decision within 20 working days following receipt of grievance. If the grievance is not satisfactorily settled, the Union may invoke arbitration. Upon request by either party, the parties agree to discuss the matter for resolution.

Section 7. Disagreement between the union and the employer which are not resolved through informal discussions can be processed only by the Council of Locals President or Designated Union Representative, or his or her designee; or by the senior unit management official or his or her designated representative. No informal or formal discussions are required prior to submitting a formal grievance by either party. The grieving party will reduce the grievance to writing, setting forth specific Article(s) and Section(s) of this agreement or employer regulations and/or policies dealing with such grievance, and submitting it to the Adjutant General's Department (Attention: AGTX-FTM). If no satisfactory settlement is obtained from the Adjutant General's Department, the matter may be referred for arbitration in accordance with Article 20 of the agreement."

Section 8. Exclusion. 32 USC 709e are expressly excluded from this article.

Section 9. By mutual consent of the Employer and the Union, the services of the Federal Mediation and Conciliation Service may be used to attempt to resolve any grievance by mediation. If mediation is to be used, the parties, or one of them will contact the Federal Mediator no later than 10 working days after receipt of the written answer of the Adjutant General specific in Section 7. If grievances are not settled by the method described above, either the Employer or the Union may invoke arbitration by sending written notice to the other party within 10 working days from the date the answer was provided or due. Nothing herein will preclude the parties from attempting to settle the grievance at any state of the proceeding.

Section 10. At any and all grievance steps under this Article, grievance meetings/discussions will be limited to the following: One (1) management official, one (1) Union representative, and the grievant, unless all parties agree to other persons attending.

Section 11. Upon request by the grievant, all material relative to any grievance or investigation of a complaint and all records pertaining to the grievance, and not restricted by law or regulation, will be provided immediately at no cost to the grievant and the union.

Section 12. The Employer agrees to provide the technician in their answer to the technician's grievance or any other complaint, the following:

- a. The technician's next avenue of appeal;
- b. The appropriate management or higher agency and Union official to contact for further information;
- c. Notification of the time limit.

Section 13. Any time a technician declares he or she has a grievance, he or she shall be entitled to a Union representative.

Section 14. A pending or proposed personnel action which has been made the subject of a grievance will be stayed until resolved.

Section 15. Extension requests for deadlines will be granted for cause.

Section 16. In the event a grievance deadline is not met by the grievant, or the Union, the grievance will be considered resolved and otherwise null and void. In the event a grievance deadline is not met by the employer, the grievance will be resolved in favor of the grievant.

ARTICLE 20 ARBITRATION

Section 1. When the Adjutant General has issued a decision concerning a grievance processed under the negotiated grievance procedure, and the Union is not satisfied with the decision, then the decision may be submitted to arbitration. However, the Union must, within 30 calendar days after issuance of the Adjutant General's decision, give written notification to the agency requesting such arbitration.

Section 2. Within five working days from the date of the request for arbitration, either party shall request the Federal Mediation and Conciliation Service (FMCS) to provide a list of seven impartial persons qualified to act as arbitrators. The parties shall meet within five working days after receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, then the Agency and the Union will each strike one arbitrator's name from the list of seven and will then repeat this procedure until one person remains who shall be the duly selected arbitrator.

Section 3. The FMCS shall be empowered to make a direct designation of an arbitrator to hear the case in the event either party refuses to participate in the selection of an arbitrator, or for undue delay on the part of either party.

Section 4. If the parties fail to agree on a joint submission of the issue for arbitration, each shall submit

a separate submission and arbitrator shall determine the issue or issues to be heard.

Section 5. The arbitrator's fee and the expense of arbitration, if any, shall be borne equally by the parties. The arbitration hearing will be held, if possible, on the agency's premises. All participants in the hearing shall be in a duty status.

Section 6. The arbitrator will be requested to render his/her decision as quickly as possible, but in any event not later than 30 days after the conclusion of the hearing unless the parties mutually agree to extend the time limit.

Section 7. The arbitrator's award shall be binding on the parties.

Section 8. Any dispute over the application of an arbitrator's award shall be returned to the arbitrator for settlement, including remanded awards.

Section 9. The following expedited arbitration procedures are hereby adopted and will be used with respect to any grievances which involve:

- A technician's formal performance appraisal, other than demotions or removals for unacceptable performance under 5 USC, Chapter 43;

- Reprimands or less and any lesser discipline or counselling;

- Action imposing sick leave restriction;

- Other matters as mutually agreed upon by the Agency and the Union; however, the provisions of 32 USC 709e will not be abridged by these procedures.

a. The parties agree that the primary purpose of this supplemental arbitration procedure is to provide a swift and economical method for the resolution of identified disputes. The parties agree to take positive action to see that this purpose is fulfilled; and in addition, the arbitrator shall have the authority to take steps necessary to see that the purpose is fulfilled.

- (1) The hearing shall be informal.

- (2) No briefs shall be filed or transcripts made.

- (3) There shall be no formal evidence rules.

- (4) The hearing shall be scheduled not more than 10 days after notification to the arbitrator. If the arbitrator is not available to conduct the hearing within the 10 days, the next panel member in rotation shall be notified until an available arbitrator is obtained.

b. A case should normally not require more than 4 hours to be heard with each party being allowed up to two (2) hours to examine witnesses and make opening and closing statements. The arbitrator shall ensure that the length of the hearing is not unnecessarily extended

because of irrelevant or repetitious testimony. The arbitrator may also waive the time limits for good and sufficient reasons.

c. The arbitrator may issue a bench decision at the hearing but, in any event, the arbitrator shall render a brief written decision within five (5) days after conclusion of the hearing. This decision shall be based on the record developed by the parties before and at the hearing and shall include a brief written explanation of the decision.

d. The arbitrator's decision shall be final and binding on both parties.

e. The arbitrator shall charge for expenses and one day per diem fee. These charges will be shared equally by the Agency and the Union.

Section 10. Absent a negative arbitrator's decision upon the arbitrability of a grievance, the arbitrator shall hear arguments regarding both the arbitrability and the merits of the case at the same hearing. However, the parties may mutually agree otherwise in instances such as highly complex cases which would involve several days of hearings.

Section 11. The arbitrator has full authority to award representative fees in accordance with the standards of the Civil Service Reform Act.

ARTICLE 21

HEALTH AND SAFETY

Section 1. The employer agrees to provide a safe and healthful workplace for all technicians and will comply with applicable Federal, State and local laws and regulations relating to the safety and health of its technicians. All personnel are responsible for prompt reporting of observed unsafe conditions.

Section 2. The Employer agrees to compile and maintain a record of all accidents or reported possible causes of potential accidents.

Section 3. The Employer and the Union will cooperate in the continuing effort to eliminate accidents and health hazards through the Joint Labor-Management Committee. Issues involving health and safety will be dealt with by the Committee in accordance with the procedures established in Article 9. The functions of the Committee in this area shall include:

(1) the implementation of Agency safety regulations implementing the Occupational Safety and Health Act of 1970 and current executive orders;

(2) to review safety suggestions, serious lost time accidents or health hazards including reports as to the

corrective measures taken to eliminate such accidents in the future;

(3) to promote health and safety training of technicians;

(4) to meet, not less than quarterly, on designated dates for the purpose of inspecting facilities and recommending measures for elimination or control of conditions hazardous to the health and safety of technicians; and

(5) to review equipment operation procedures for enhancement of safety in operating equipment.

Section 4. A copy of all accident reports shall be maintained by the Safety Office.

Section 5. In the event a Federal or Agency Safety Inspector visits the installation, the designated local representative will be notified of the visit and will be afforded the opportunity to accompany the inspector if he/she so desires.

Section 6. The Employer hereby agrees to maintain an occupational health program and to make the following services available:

a. Technicians are entitled to initial selection of physician for treatment of an on-the-job injury. He or she may choose any licensed physician in private practice who is not excluded, or he or she may choose to be treated as a government facility where one is available. In emergency situations, the technician will be taken to the nearest appropriate medical facility for immediate treatment. The cost of claims for treatment shall be at no expense to the technician, provided the claim is processed in accordance with Department of Labor requirements.

b. Pre-employment examinations of persons selected for appointment (within the limitations of FPM Chapter 330).

c. Technician health maintenance examinations (periodic physicals) required by his/her job.

Section 7. Protective devices, when necessary and required, shall be furnished by the Employer and used by the technicians. Safety equipment will meet the full safety standards of OSHA.

Section 8. Qualified maintenance personnel, shall perform repair work on or about moving or operating machines. Technicians will work only in safe conditions. This does not preclude the normal or necessary adjustments to be made to machinery or equipment while in motion or operation.

Section 9. The Employer agrees to supply and maintain on a regular basis an adequate number of fire extinguishers in all sections as approved by the base fire marshal. All

technicians are responsible for assuring that fire extinguishers are not tampered with and that clothing, lunch boxes, or other foreign materials are kept away from the fire extinguishers.

Section 10. Safety suggestions made by technicians to their first line supervisors which have not been referred for consideration within a reasonable length of time to the satisfaction of the technician making the suggestion, will be supplied to the local union representative for his/her presentation to the local Joint Labor-Management Committee for action.

Section 11. The Employer will notify any technician who is issued an Authorization for Medical Treatment, of the option in benefits under the Federal Employee's Compensation Act. This notification will be provided within three workdays of issuance of the authorization.

Section 12.

a. Imminent danger is defined as any condition where there is reasonable certainty that a danger exist than can be expected to cause death or serious physical harm immediately or before the danger can be eliminated by redress through normal hazard reporting and abatement procedures.

b. When it is determined that an imminent danger exists, technicians will not be required to subject themselves to such danger. The technician may refuse to work if an imminent danger exists and this refusal will not subject the technician to punitive or disciplinary action, unless the refusal can be conclusively proven to have been made under false pretenses.

Section 13. If a technician or the Union feels that the noise level is detrimental to the well being of unit technicians, the Union or the technician will bring this matter to the attention of the first line supervisor who will take appropriate corrective action.

Section 14. The Employer will provide suitable eating space for technicians who bring their lunch. Technicians are not required to remain at the worksite during lunchtime.

Section 15. The Employer will keep current OWCP regulations and all pertinent claim forms posted for technicians; also supervisors will keep these forms readily available for technician's use. Additionally, management will assist technicians, when necessary, in filling out OWCP claim forms.

Section 16. It is understood and agreed that the completion of the claim forms will be completed by the Employer and be sent to the US Department of Labor within a reasonable period of time, and a copy provided to the technician.

ARTICLE 22
ALLOTMENT OF DUES

Section 1. Employer agrees to deduct the regular dues of the Union members who meet the following conditions of eligibility.

- (1) In the unit of recognition.
- (2) Member of the Union in good standing
- (3) Make voluntary allotment for that purpose on Standard Form 1187
- (4) Receive sufficient net pay, not subject to deductions of a higher priority, to cover the total amount of the allotment.

Section 2. The Union is responsible for:

- (1) Procuring and distributing, at no cost to Employer or technicians, SF 1187 and SF 1188 for its members who are eligible for dues withholding.
- (2) Certification of the amount of its regular dues for each local.
- (3) Informing and educating its members on the program for allotments for payment of dues, how to revoke allotments, and the uses and availability of the required forms.
- (4) Promptly notifying the facility finance office with the SF 1187, when a bargaining unit member has authorized dues withholding, and promptly notifying the finance office of any member suspended or expelled from the Union.
- (5) Notification, in writing, of the specific office(s) to receive the remittance and the listing of names and amounts withheld, and the specific Union officials authorized by the Union to certify SFs 1187 and 1188.
- (6) Promptly forward any SF 1188 or requests for revocation of allotment to the facility finance office, and the Union official will be considered to be on duty time.

Section 3. Employer is responsible for:

- (1) Notifying the Union of all allotments revoked at the request of the technician. Such revocations will only be effective between the anniversary date of the effective date of dues withholding and 30 calendar days prior to the anniversary date.
- (2) Notifying the technicians and the Union when a technician is not eligible for dues withholding and is currently on dues with-holding or makes application for same.

Section 4. Allotments will be terminated when any one of the following conditions exists:

(1) Technicians no longer a member of the unit of recognition (except temporary promotion or detail).

(2) Loss of exclusive recognition by the Union.

(3) Agreement is terminated/suspended by authority outside DOD.

(4) Technician is suspended or expelled from the Union.

Section 5. Allotments for dues deductions may be submitted at any time. They will be forwarded to the appropriate facility finance office by the designated Union official.

Section 6. The amount of dues to be deducted as allotments from compensation may not be changed more frequently than once each twelve months.

Section 7. Any revocation of dues withholding allotments will be effective, once annually, between the anniversary date of the effective date of the dues withholding and 30 calendar days prior to the anniversary date.

Section 8. Effective dates for actions. The effective dates for actions under this agreement are as follows:

<u>ACTION</u>	<u>EFFECTIVE DATE</u>
a. Starting dues withholding	Beginning the first pay period after five working days subsequent to date of receipt of properly executed and certified SF 1187 in payroll office.
b. Change in amounts of dues	Beginning the first pay period after five working days subsequent to receipt of certification in payroll office.
c. Revocation by technician	Beginning of first pay period following the anniversary date provided technician has been under payroll deduction for one year.
d. Termination due to loss of membership in good standing	Beginning of first pay period after date of receipt of notification in payroll office.

- e. Termination due to loss of exclusive recognition on which of allotment was based. Beginning the first pay period following loss recognition.
- f. Termination due to separation (a) If action is effective first day of pay period, termination of allotment will be at end of preceding pay period. (b) If action is effective on any other day than first day of a pay period, termination of allotment will automatically be at end of pay period.

Section 9. The Union will be fully responsible for any dues allotment transactions which are delayed because of errors committed by Union officials. All disputes are subject to the negotiated grievance procedures outlined in this contract.

ARTICLE 23

TECHNICIAN ASSISTANCE PROGRAM

Section 1. Policy.

a. The employer and the union recognize alcoholism and drug abuse as treatable health problems. Although particular emphasis will be given to those technicians with health problems related to drug or alcohol abuse that may affect the technician's work performance, a technician will not be excluded from seeking or receiving assistance for other personal problems such as financial difficulties, legal, family, or other problems that may affect job performance.

b. Technicians having illnesses related to drug and alcohol abuse will receive the same careful consideration and offer of assistance that is presently extended to technicians having any other illnesses or health related problems.

c. Technicians who have psychiatric problems, or who are suffering from what could be defined as stress related medical conditions, may also be afforded assistance in the program.

d. Sick leave will be authorized for the purpose of treatment or rehabilitation as in any other illness or health problem.

e. The confidential nature of medical records of technicians with drinking or drug related problems will be

maintained as provided by law and implementing regulations.

Section 2. Program Responsibility.

a. The employer will establish a Technician Assistance Program (TAP) and will appoint a TAP coordinator. TPR 792-2 will be the governing regulation for technician assistance in the Texas Air National Guard.

b. The program will provided for referral of technicians to resources outside the TXANG for treatment and treatment follow-up. In addition, technicians may avail themselves of the program services on their own initiative.

c. Rehabilitation expenses are the responsibility of the technician. As with other illnesses, certain specified costs may be reimbursable under applicable Federal Employees Health benefits (FEHB) programs or other individual medical insurance plans in which the technician may be a participate.

Section 3. Personnel Actions.

a. A technician's job security or promotional opportunities will not be jeopardized by requesting counseling or referral assistance through the TAP.

b. Technicians having a drug abuse or alcoholism problem will be dealt with by use of non disciplinary procedures. However, if the technician refuses to accept assistance or seek counseling through the Program, and their job performance or conduct is found to be unacceptable, appropriate corrective action, which may include disciplinary and/or adverse action, will be taken. Notification representation and rights of union to be present shall be governed by Article 18 of this agreement.

Section 4. The Employer agrees:

(1) to make the TAP available to employees and ensure provisions are known, particularly the provision concerning voluntary participation.

(2) provide opportunities for employees to attend scheduled TAP education and/or training courses

(3) interview employees who have job performance or behavioral deficiencies and advise such employees of the TAP.

(4) provide opportunity for employees to attend TAP counseling sessions during normal duty hours, when possible.

ARTICLE 24

USE OF OFFICIAL FACILITIES

Section 1. The employer agrees to provide the union adequate facilities for official meetings of the Local during the non-duty hours of the employees involved;

however, these facilities shall be limited to those under the direct control of the Agency.

Section 2. The Employer will provide office space at each flying location, with appropriate fixtures, file cabinets, desks, chairs and telephone service to the Union for official business. At other locations, office space will be provided as needed for the Union to accomplish representational duties. Additionally, the Employer will provide the Union access to DSN telephone service, fax capability, copying machine, and telecommunications system (LAN).

ARTICLE 25 PROMOTIONS

Section 1. The Employer will use, to the maximum extent possible, the skills and talents of its technicians. Currently employed technicians shall be given first consideration among qualified applicants when filling vacant bargaining unit positions.

Section 2. The selecting official for an advertised vacant position may limit his or her consideration of qualified applicants to currently employed technicians, provided Equal Employment Opportunity laws are not abridged and the needs of the Employer as outlined in the States Affirmative Actions plan are considered. All vacancy announcements for the respective unit locations will be posted on a designated bulletin board(s) by the Employer for at least 10 calendar days prior to the closing date of the notice. Additionally, the Union will be provided a copy of all vacancy announcements covered by the Merit Promotion Plan.

Section 3. A technician at any time may apply for a promotion in advance of a vacancy occurring or at any time a vacancy actually exists. Technicians who are TDY or on approved leave from duty during the posting period of a vacancy will be considered if he or she applies and is included on the certificate of qualified applicants. The Employer will be responsible for notifying such technicians, through their immediate supervisor, of the announced vacancy.

Section 4. Technicians who have been selected for promotion will be released from their old position prior to the effective date of the promotion action, and in any event, not later than the pay period following the effective date of the promotion action.

Section 5. Recommending officials will use information obtained from the application package and from interviews of the applicants, if interviews are conducted. Information supplied by the applicant, either in the application package or during the interview, may be

verified by the selecting official. Only information relevant to the applicant's ability to successfully perform in the announced vacant position will be considered in determining the best qualified applicants for the vacancy. A technician's accumulation of earned leave will not be a factor in promotions.

Section 6. All applicants will be notified in writing, by AGTX-FTM of their selection or non-selection for a vacancy for which they applied. Additionally, applicants who do not meet the eligibility criteria for consideration will be so advised in writing by AGTX-FTM. Upon request of a non-selected applicant or his or her designated representative, the recommending/selecting official will provide the rationale and reasons for the selection.

Section 7. Supervisors will keep employees advised of weaknesses in their job performance and potential and will counsel employees on how to improve their chances for promotion.

Section 8. Technicians who are detailed to a higher graded position for 30 or more days, shall receive the rate of pay for the position to which temporarily detailed.

Section 9. Promotions of unit technicians to other bargaining unit positions will be made in accordance with this Merit Promotion Plan. Disputes over the interpretation and application of the Merit Promotion Plan will be subject to the negotiated grievance procedure. Upon request, the designated Union representative will be permitted to review the records used in the selection process in accordance with 5 USC 7114, such as promotion certificate, pertinent production records, record of awards received, training, experience and education records, and all supervisory appraisals.

ARTICLE 26

PERFORMANCE APPRAISALS

Section 1. Policy.

a. This article addresses the technician Performance Appraisal system as it applies to bargaining unit members.

b. Responsibilities and procedures for seeking adjustment(s) to a Performance Appraisal and Performance Standards will be accomplished in accordance with TPR 430.

c. The Employer agrees to develop written performance standards pursuant to appropriate regulations.

Section 2. All technicians in the bargaining unit will be evaluated on an annual basis under a performance appraisal system that includes performance standards and critical elements of performance that are significant in terms of title, series, grade, and assigned duties. Such standards and critical elements shall be directly related to the

technician's official position description. Only written performance standards shall be used as criteria to evaluate bargaining unit employees.

a. Written performance standards related to the duties and responsibilities contained in the job description will be prepared, revised as appropriate, and must be kept current by the immediate supervisor for each subordinate.

b. Performance standards will set forth the criteria by which work will be measured for each critical element.

c. Technicians shall be given the opportunity to participate in the development or revision of performance standards for their positions.

d. New or revised performance standards will be reviewed and approved by the reviewing supervisor before they become official. A technician will be provided a copy of the performance standard for his or her position upon initial entry to the position, whenever new or revised standards are established, or when requested by the technician. The supervisor shall discuss the standards with the technician in order to assist him or her in understanding what performance is expected of him or her.

e. Performance standards and critical elements shall be job related to permit objective and accurate evaluations of performance. Performance standards will be applied in a fair and equitable manner.

f. Guidance on the development of written performance standards is contained in Chapter 430 of the Federal Personnel Manual. Copies of this information will be available to the union, upon request.

Section 3. Technicians shall be given a copy of their position description, performance standards and critical elements that relate to their positions prior to the evaluation period. At that time, the immediate supervisor will assure the standards and elements are fully explained to the technicians, and answer any questions the technician has about the standards and elements. A performance rating must not take into account a technician's labor organization representational duties nor the portion of time spent on those duties. The rating shall be based on at least an equivalent of 120 calendar days working under a performance standard. Depending upon the degree of modification or nature of addition, the technician shall be appraised based on at least 120 calendar days working under the revised plan.

Section 4. The union and employer agree to the following procedure:

a. When a supervisor determines that a technician's work is not of an acceptable level, the supervisor shall

counsel the technician, normally in a private setting, and provide him or her, in writing:

(1) An explanation of each aspect of performance in which the technician's work falls below an acceptable level as defined in the technician's performance standard;

(2) Specific actions as to what the technician must do to bring his or her performance up to the acceptable level;

(3) A statement that the technician will be placed on a performance improvement plan to bring his or her performance up to an acceptable level.

b. The technician will be notified in writing of the supervisor's determination at the end of the performance improvement period.

c. Employees in the bargaining unit may be represented by the union at any stage of an appeal of a denied step increase or any other matter involving performance appraisals.

Section 5. When a technician receives an Exceptional or Outstanding rating, a further review by the immediate supervisor of the rating shall be made so as to determine if the technician should be nominated for an appropriate award.

Section 6. Performance evaluations shall be based solely on job performance during the technician's tour of duty. Supervisors shall not evaluate technicians unless the technician has performed work under direct supervision for a period of at least 120 days. Supervisor appraisals/ratings will not be used as a reward or penalty. Technicians or their union representatives will be shown any records and evidence which is the basis for a rating, and upon request, provide a copy of material to the technician or union representative.

a. When management proposes an action to remove a technician for unacceptable performance, the technician will be given a written 30-day warning notice. This will include the specific reasons for the proposed action. The technician shall receive two (2) copies of the notice, and upon request, two (2) copies of the evidence file. The technician will be granted ten (10) calendar days to respond to the proposed notice. Reasonable extensions for just cause will be granted. A final decision to take action under this section shall not be effective until after the end of the advance proposed written notice period. Technicians shall be advised of their rights to appeal. All performance records relating to a 30-day warning notice for unacceptable performance shall be maintained for one year and a copy will be provided to the union, upon request.

b. When management proposes an action to demote a technician for unacceptable performance, a 30-day advance written notice of proposed action will be given to the employee. This will include the specific reasons for the proposed action. The technician shall receive a copy of the notice, and upon request, a copy of the evidence file. The technician will be granted ten (10) calendar days to respond to the proposed notice. Reasonable extensions for just cause will be granted. A final decision to take an action under this section shall not be effective until after the end of the advance proposed written notice period. Technicians shall be advised of their rights to appeal.

Section 7. Appeals.

a. A technician desiring to file an appeal will forward a written request in letter format to SPMO. The appeal cannot be filed later than thirty (30) calendar days after the date on which the technician receives a copy of the appraisal. As a minimum, the appeal request will contain the following information:

- (1) Name of the technician filing the appeal;
- (2) Organization;
- (3) The appraisal being appealed, to include the time period covered by the appraisal;
- (4) Information which serves as the basis for an appeal, to include reasons why the appraisal should be changed;
- (5) Date the notice of appraisal was received by the technician, and'
- (6) Technician's union representative, if so requested by the technician.

b. Appeals must be addressed and forwarded to:

The Adjutant General of Texas
ATTN: AGTX-FTM-T
P O Box 5218
Austin, Texas 78763-5218

c. The Adjutant General will issue his final decision within thirty (30) calendar days of receipt of the recommendation from the State Review and Appeals Board. This decision may be delayed, for just cause.

Section 8. Upon request, technicians or their Union representative will be provided copies of any records and evidence used as the basis of any performance rating.

Section 9. Any appraisals or ratings which have been made the subject of an appeal will be stayed pending the final decision of the matter.

Section 10. The application of standards and disputes under this article are subject to grievance procedures.

ARTICLE 27
EMPLOYEE DEBTS

Section 1. The Employer agrees that no personnel shall be assigned to perform the work of a collection agency for debts allegedly due to by a technician to a private individual or private firm. However, the employer is obligated to make payroll deductions for taxes and other court ordered judgements.

Section 2. It is recognized that all technicians are expected to pay promptly all just financial obligations. A just obligation is one which the technician acknowledges as being just or which has been reduced to a judgement by court means.

ARTICLE 28
INCENTIVE AND SUGGESTION AWARDS

Section 1. It is agreed that all technicians in the unit will be encouraged to participate in the Incentive Awards Program. All suggestions will be processed in a timely and expeditious manner.

Section 2. No percentage or money available will be used in determining the number of technicians to receive awards in the unit.

Section 3. Supervisors will use the Incentive Awards Program to consider and recommend deserving technicians for Special Achievement Awards.

Section 4. Incentive awards granted less than six months before promotion or vacancy occurs will not be considered in filing a vacancy, promotion or for retention purposes.

Section 5. Explanation for rejection of all suggestions will be made in writing by the Incentive Awards Program official who speaks in behalf of the Agency. The technician will be afforded the opportunity to review the Agency maintained copy of the suggestion file if he or she requests and may be accompanied by the Union representative. If a rejected suggestion is determined to be valid in the future, the technician who originally submitted the adopted change will be recognized and compensated, if applicable. Rejected suggestions will be furnished to the technician in writing signed by the Incentive Awards Program official who speaks in behalf of the Agency.

Section 6. Consideration for incentive awards and suggestions will be applied on a fair and equitable basis.

Section 7. Disputes under this article are subject to the negotiated grievance procedure.

ARTICLE 30

ENVIRONMENTAL DIFFERENTIAL PAY

Section 1. When the Employer or Union determine that any Local work situations warrant coverage under payable categories of applicable regulations, it will notify the other party of the title, location, and nature of the hazard to justify payment of environmental differential. Within thirty (30) calendar days of receipt of the notice, the parties shall meet for the purpose of resolving the issue. An agency decision will be rendered on the issue within fifteen (15) workdays of the meeting. At this point, the decision is subject to the negotiated grievance procedures.

Section 2. In accordance with applicable regulations regarding environmental differential pay, the employer will compensate technicians performing covered duties listed in applicable regulations for Federal employees.

Section 3. When the Employer proposes that a local work situation is such that it will be excluded from coverage under payable categories of applicable regulations, it will notify the affected technicians and the Union of the title, location and nature of the hazard for which EDP is to be denied. This notification will be provided at least 60 days prior to the proposed effective date. Upon request of the technician or his or her designated Union representative, Management will meet with the Union representative not later than 30 days after issuing this notice to review the reasons for the proposed exclusion. An agency decision will be rendered within 30 calendar days of the meeting. Extensions will be granted to either party for cause. If the removal is disputed by the technician or the Union prior to the proposed effective date, the actual removal of a technician from EDP will be held in abeyance for a period not to exceed the first full pay period which is 180 days after the original notification. This period will be provided to allow the technician or the Union to develop and submit any information for consideration in the exclusion determination.

Section 4. When the Union or the Employer determines that there is a need to establish additional percentages or categories to applicable regulations for which environmental differential should be paid, it will notify the other party of such proposal. The parties will meet for the purpose of developing a request to establish such percentages or categories. The request will be referred to the Office of Personnel Management by the Employer in accordance with applicable regulations.

Section 5. Disputes concerning the application of appropriate regulations governing environmental differential pay may be grieved within 15 calendar days of the decision to deny or exclude EDP to the technician, in accordance with the negotiated grievance procedure.

Section 6. Union participation on the existing environmental differential pay committee will continue during the life of this agreement.

ARTICLE 31 CAMPAIGNS

Section 1. The parties agree that technicians are encouraged to participate in the Combined Federal Campaign, blood donor drives, bond campaigns and other drives. Any such participants, including contributions, by technicians, in whatever manner, shall be on a voluntary basis.

Section 2. Nothing shall prevent the Employer from publicizing such programs and from demonstrating support and encouragement for participation in such programs.

Section 3. The Employer agrees that the following activities are not permitted:

a. Solicitation of employees by their supervisor or by any individual in the supervisory chain of command.

b. Inquiries about a technician's reasons for participating or not participating in a campaign.

c. Establishing personal goals and quotas. Setting of 100 percent participation goals.

d. Providing and using contributor lists for purposes other than the routine collection and forwarding of contributions and allotments.

e. Developing and using lists of non-contributors.

Section 4. While both the Employer and the Union recognize the benefit of worth campaigns and drives, there shall be no reprisal or discrimination against a technician who chooses not to participate or contribute.

ARTICLE 32 GENERAL

Section 1. The parties are committed to the fair and equitable compliance and applications of laws, rules, executive orders, and regulations that apply to technicians.

Section 2. Technicians who are requested or required to use their own private vehicle to perform Government business will be reimbursed as provided by applicable regulations.

Section 3. Uniforms, hairnets, and head gear, as necessary, will be furnished and replaced on a fair wear and tear basis.

Section 4. As necessary, technicians will be furnished suitable leather gloves, foul weather gear and flashlight to use without charge.

ARTICLE 33

CONTRACTING-OUT BARGAINING UNIT WORK

Section 1. The Employer agrees to inform the Union immediately when contemplating the possibility of contracting-out of bargaining unit work and will continuously keep the Union appraised of the development of the consideration to contract-out. Additionally, comparison of cost performance study for any contracting-out study, and copies of any other study reports to which management has access.

Section 2. The Employer agrees that all provisions of OMB Circular A-76 will be complied with prior to the implementation of a decision to contract bargaining unit work out.

Section 3. The Employer shall not convert commercial or industrial type functions that are presently being performed in-house to a private contractor to circumvent any civilian personnel ceiling.

Section 4. The Employer will develop a Statement of Work which shall be complete and accurate. Management will invite the Union to provide input to this Statement of Work.

Section 5. The Employer agrees to provide as much advance notice as possible before the letting of bids for the contracting of bargaining unit work.

Section 6. The Employer agrees to provide the Union with notification of any decision to contract out bargaining unit work, at least 30 days before implementing the decision.

Section 7. When the Employer determines that bargaining unit work will be contracted out, the Employer will notify the Union concerning the impact on bargaining unit technicians. This will include actions involving reassignment, promotion, demotion, transfer, detail, or special retirement. The Employer agrees to negotiate with the Union concerning technicians adversely affected by a decision to contract out bargaining unit work.

Section 8. The Employer agrees that all provisions of this article will be complied with prior to the implementation of a decision to contract bargaining unit work out.

Section 9. To the extent required by OPM Circular A-76, the in-house estimate of the cost comparison form shall be based on the most efficient organization performance possible.

Section 10. To the extent required by 5 USC 7114(b)(4), the Employer agrees to provide the Union with information pertaining to the contracting out process.

ARTICLE 34

PARKING

Section 1. Adequate parking facilities without cost to technicians, will be provided within close proximity to their work area. The parties agree that parking will be on a first-come-first served basis with the exception of the reserved spaces for handicapped personnel, governmental vehicles, and off-station visitors.

ARTICLE 35

IMPASSES IN NEGOTIATIONS

Section 1. When an impasse has been declared by either party, the impasse(s) will be resolved in accordance with Public Law 95-454 utilizing FMCS and FSIP.

Section 2. It is understood and agreed by the parties that additional discussions to attempt resolution of the impasse are desirable even while the impasse is under consideration by the Federal Service Impasses Panel.

ARTICLE 36

TRAVEL AND PER DIEM

Section 1. Travel.

a. Prior to a planned mission in a technician status away from home station, affected personnel shall be advised, if mission permits, concerning pay, allowances, types of travel, leave used, and use of credit cards. Under conditions of an operational emergency requiring deployment, whenever possible, technicians will be afforded a 72 hour advance notice.

b. Technicians may earn compensatory time while performing technician duties at the TDY station when the assigned hours of work extend beyond the normal duty day, in accordance with current FPMs.

Section 2. Per Diem.

a. Travel and per diem will be authorized in accordance with DOD JTR Volume II. Technicians will not be directed to perform official travel at their own expense or at rates of allowances or reimbursement inconsistent with the provisions contained in Volume II of the JTR.

b. Technician travel orders will be issued when technicians are given work assignments at locations where the combination of actual hours of work and travel time exceeds 10 hours.

c. Advance per diem will be computed in accordance with the JTR. Technicians will inform their supervisors

of their desire for advance per diem at the time they are advised of the requirements to travel. The employer will make arrangements for advance per diem which will be paid not later than two work days prior to TDY departure.

d. In the event advance per diem cannot be paid to a technician assigned to a TDY location, and such duty would cause financial hardship, the technician's assignment will be reevaluated and consideration of the circumstances will be given to the affected technician. Removal from such TDY may be appropriate and will be accomplished for cause.

e. Advance per diem will not be provided for an amount less than \$50.00.

f. The issuance of credit cards to bargaining unit members will be consistent with the provisions of the Code of Federal Regulations. Bargaining unit members issued a government charge card will not be provided a travel advance.

g. When reimbursement for miscellaneous expenses is required, and such expenditure is authorized beforehand by the supervisor, SF 1164 may be utilized in lieu of DD Form 1610 or computer generated orders.

Section 3. Quarters.

a. Quarters for technicians on TDY will be based upon the installation's published standards. The actual assignment of quarters is at the discretion of the installation billeting office. If the installation billeting office determines that quarters are not available, the employer is responsible to provide transportation between the duty station and quarters when required for accomplishment of the mission. Per diem may be authorized and will be provided consistent with the JTRs.

b. If a technician alleges that quarters are/were inadequate and not in accordance with established regulations, the technician may grieve the quarters assignment at that time or upon return to home station. Such grievances filed while the technician is TDY, will be processed as expeditiously as possible.

c. Except in cases outside the control of the employer or when special mission requirements dictate, technicians will not be required to stay in government quarters that fail to meet established standards and criteria.

d. In the event the quarters provided are inadequate, the technician should contact the appropriate billeting official at the TDY location to resolve the issue. If the issue cannot be resolved at that time, the technician should then contact the most appropriate management official at their home station (normally the first level supervisor).

e. In the event the home base does not correct the situation or cannot be reached within a reasonable period, the technician is entitled to obtain adequate quarters and the cost for the quarters be submitted for reimbursement, provided the inadequate quarters may have affected the health and safety of the technician. Any disputes will be subject to the negotiated grievance procedure.

Section 4. The application of this article is subject to the negotiated grievance procedures.

ARTICLE 38

NEPOTISM

Section 1. The Employer agrees that in order to prevent favoritism and collusion, members of the same family will not be appointed, employed, promoted, or advanced in or to a position where a supervisory relationship exists, where favored treatment can ensue, where the job relationship increases the potentiality of collusion. Where such personnel action has been advocated by a member of the same family who has authority to take or recommend such action.

Section 2. Member of the same family will be considered to be: father, mother, son, daughter, brother, sister, uncle, aunt, nephew, niece, husband, wife, father-in-law, mother-in-law, sister-in-law, brother-in-law, step-father, step-mother, step-son, step-daughter, step brother, step sister, half brother and half sister.

ARTICLE 40

ASSIGNMENT OF WORK

Section 1. The Employer agrees that technicians will be assigned to work which is appropriate to the technician's position description, experience, training and grade. Technicians will be furnished a copy of their position description upon initial assignment to a position and as changes are made. Other duties as assigned shall not be construed as meaning work performed at a higher level for an extended period of time.

Section 2. A detail is an assignment on a temporary basis of a technician to perform duties not covered by the official position description or definition of the technician position rating for the temporary periods of time authorized by the same standards as the Office of Personnel Management (OPM). It is agreed that details may be used to meet temporary needs of the work program of the activities when necessary services cannot be obtained by other desirable or practical means. Management will ask for volunteers for detail assignments. Assignments of details will be made on a fair and equitable basis among qualified technicians. Details may be made appropriate

under circumstances such as follows:

(1) To meet emergencies occasioned by abnormal work load, change in mission or organization, or unanticipated absences such as sick leave or emergency leave.

(2) Pending official assignments, pending description and classification of new positions, pending security clearances, and for training purposes.

Section 3. It is agreed that a technician will not be detailed or assigned to a position to perform work when such detail or assignment would endanger the health and safety of the technician or others. Technicians can raise lack of training as a defense to any personnel action involving job performance.

Section 4. It is agreed that no detail will be made to evade the principle of recruitment. The Employer assumes the responsibility for keeping details within the shortest practical time limits and for continuing efforts to secure necessary services through use of appropriate personnel actions. In no event will details last more than one hundred and twenty (120) calendar days without OPM approval.

Section 5. The Employer will provide a method for recording details for thirty (30) days or more in order that technicians may receive credit toward qualifications for higher level positions. Upon request from the technician, the Employer will include a document in the technician's personnel folder reflecting detail assignments of less than 30 days.

Section 6. Technicians shall have only one immediate supervisor who will make their work assignments and complete their performance appraisal. However, in the absence of the immediate supervisor, the next available supervisor in the technician's supervisory chain will assign work and in cases of extended absence of the immediate supervisor, the next supervisor in the supervisory chain will complete the technician's performance appraisal.

ARTICLE 41

MOTOR VEHICLE OPERATORS

Section 1. Motor vehicle operators qualifications, duties, job performance, and vehicle operations shall be governed by and comply with current Department of Defense (DOD), Federal Department of Transportation (DOT), State and local traffic and safety regulations.

Section 2. Motor vehicle operators will not either knowingly or voluntarily, be directed or required to take any action in the performance of their duties which tend to comprise or violate any law, rule, regulation or

directive as set forth by agency or department prescribed in Section 1.

Section 3. Motor vehicle operators will be trained in vehicle operations, basic vehicle preventive maintenance, emergency vehicle repairs and cargo physical security regulations.

Section 4. Truck drivers and fork lift drivers will be furnished suitable leather gloves, foul weather gear, when appropriate, and a flashlight without charge to the employee.

Section 5. Drivers will be permitted to take their customary breaks and meal periods during trips which extend over a break or meal period. Additionally, drivers may take an additional ten (10) minute break for each two hours of driving time.

Section 6. It is understood that when a technician is operating a government vehicle or motor equipment within the scope of his or her official duties, he or she will be covered by the Federal Torts Claim Act.

ARTICLE 42 PAY PRACTICES

Section 1. Shift differential will be paid to technicians in accordance with governing regulations. Shifts will not be arranged for the purpose of avoiding payment of differential pay.

Section 2. Premium pays for work on Sundays or holidays will be authorized in accordance with governing regulations. It will be reflected on the technician's time and attendance form so that this pay may be granted where authorized.

ARTICLE 44 PAY SCHEDULES

The Employer will continue the present pay plan; i.e., every other Friday, twenty-six (26) pay periods each calendar year.

ARTICLE 45 EXCUSED ABSENCE AND ADMINISTRATIVE LEAVE

Section 1. Technicians will be granted excused absence or administrative leave will be approved for the reasons set out in Section 2 below, and as approved by AGTX for other purposes. Excused absence and administrative leave is treated as time worked except that the technician is excused from his/her regular assigned duties, and is administered in accordance with agency regulations.

Section 2. Administrative leave will be granted to an employee in connection with:

(a) Attending conferences or conventions when it is determined by the Adjutant General's Office that attendance is in the best interest of the Federal government.

(b) To take examinations, physical or mental, required as a condition of continued employment or promotional opportunity. This does not pertain to military physicals taken for continued military service.

(c) For time required to vote when poll is not open at least three hours before or after regularly scheduled duty hours.

(d) When technicians are ordered to State active duty for purposes, other than to perform law enforcement duties, but not to exceed 40 hours of excused absence or administrative leave per year.

(e) To participate in civil activities that the Federal government is interested in encouraging, such as inaugurals, dedication of public buildings and projects, and ceremonies for officially invited governmental visitors. Excused absence or administrative leave for these purposes will not exceed three days per year.

(f) Closing of facilities at the Adjutant General's decision due to utility disruptions, breakdown of equipment, severe weather, or local holidays when federal work may not properly be performed.

Section 3. All technicians have an individual responsibility to properly secure leave prior to absenting themselves from the work site. Unless a radio or television announcement or announcement from any other media source specifically identifies an Army or Air National installation, activity, or shop as being officially closed for business, it is open for business. Closing of bases or installations on which Air National Guard units are located will not be considered to have closed the Air National Guard unit.

Section 4. Technicians are encouraged to donate blood in their respective communities. Pursuant to TANG Regulation 40-600 technicians will be granted absence without charge to leave for blood donations.

ARTICLE 46

DURATION OF AGREEMENT

Section 1. This agreement will remain in full force and effect for three (3) years from the date of approval by the agency (National Guard Bureau). However, either party may give written notice to the other, not more than 105 nor less than 60 days prior to mid-term date of the contract, of its intention to re-open and amend or modify this agreement.

Section 2. Either party may give written notice to the other not more than 105 nor less than 60 days prior to the three year expiration date, and each subsequent expiration date, for the purpose of re-negotiating this agreement. The present agreement will remain in full force and effect during the re-negotiation of said agreement and until such time as a new agreement is approved.

Section 3. During the duration of this agreement, either party may notify the other in writing of its desire to negotiate supplement agreements. Supplements will be limited to changes in applicable laws and regulations from higher authority which could affect bargaining unit technicians, including court decisions and decisions of the Federal Labor Relations Authority and the Federal Impasse Panel. Any supplements will remain in effect in accordance with the provisions of this article. The present agreement will remain in full force and effect during re-negotiation of said agreement and until such time as a new agreement is approved.

ARTICLE 47

MANAGEMENT INVESTIGATIONS

Section 1. Technicians being investigated for allegations which could lead to disciplinary or adverse action will be advised in writing by the investigating official of all known allegation(s) under investigation. The technician has the right to a Union representative and will be given the opportunity to explain his or her views of the allegation(s).

Section 2. This article applies only to investigations of technicians which are directed by management officials of the Texas National Guard to investigate complaints concerning matters other than Equal Employment Opportunity. It specifically does not apply to investigations conducted by the Inspector General's office or by security agencies.

Section 3. A technician under investigation is entitled to be represented by a Union representative, if he or she so desires and requests. The employee and the Union representative will be on official time at any investigative sessions between the investigating official and the investigated technician.

Section 4. If the allegation(s) is determined to be unfounded at the end of the investigation, that investigation will be considered closed and can not be used against the technician(s). Investigation documentation will be maintained and destroyed in accordance with applicable regulations; however, documentation concerning investigations which do not result in disciplinary or adverse action will not be

maintained or reflected in a technician's personnel file and will be destroyed in accordance with applicable regulations.

Section 5. Investigations should be completed as soon as possible. A copy of any management decision to take disciplinary or adverse action as a result of an investigation, will be given to the technician in accordance with Article 18 of this agreement.

Section 6. In the event an investigation determines the allegations against a technician are unfounded, the technician will be provided a copy of the findings of the investigation.

Section 7. Technicians under investigation will be retained in their present position unless such retention would create a disruption to the work place. In the event that a decision is made to transfer the technician to another position, the decision will be provided in writing to the technician with the reasons for the transfer specified.

Section 8. Disputes concerning the provisions of this article are subject to the negotiated grievance procedure.

ARTICLE 48

OUTSIDE EMPLOYMENT

Technicians may engage in outside employment (including self employment) subject to the following conditions:

(1) outside employment cannot interfere with the performance of duties of technicians or involve a conflict of interest or appearance of conflict of interest pursuant to government wide regulations on outside employment.

(2) outside employment cannot bring disrepute upon the Employer or the Federal government.

(3) A technician will not use his or her official position or information acquired from his or her Federal employment to gain unfair or unethical advantage for himself or herself or others in such employment.

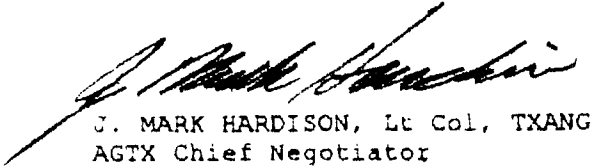
(4) It is understood, however, that such employment must not impair the technician's mental or physical capacity to perform his or her official duties and responsibilities.


This agreement is effective 30 days after signed or upon National Guard Bureau approval, whichever is later.

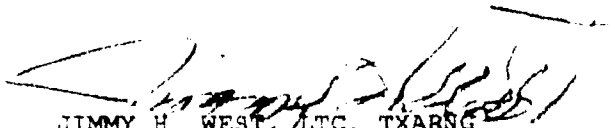
Date signed: 20 April 1995

FOR THE EMPLOYER

FOR THE UNION



J. MARK HARDISON, Lt Col, TXANG
AGTX Chief Negotiator

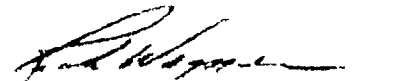

CARL HOLT
AFGE National Representative
Chief Negotiator


JIMMY H. WEST, LTC, TXANG
Labor Relations Specialist



EDWARD MONTALVO
State Council President #141

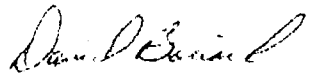
OTHER UNION REPRESENTATIVES



ROBERT TAYLOR
State Council 1st VP #141

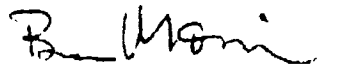

RICK WAGNER
State Council 2nd VP #141


ISAAC GARZA
Union Representative


JAKE WHITE
Union Representative


DAVID BORIACK
Union Representative


WILLIAM FREEMAN
Union Representative


BRUCE MARVIN
Union Representative