

AGREEMENT
BETWEEN
LABORERS' INTERNATIONAL UNION
OF NORTH AMERICA (LIUNA)
LOCAL 2163
AND
THE CALIFORNIA MILITARY
DEPARTMENT



2013

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PREAMBLE

This agreement is executed between the California Army National Guard (CA ARNG), hereafter referred to as the "Employer" or "Agency,"¹ by and through the Adjutant General (TAG) of California, and the Laborers' International Union of North America (LIUNA) Local 2163, hereafter referred to as the "Union," and collectively referred to as the "Parties." The agreement is made for all dual status (DS) and non-dual status (NDS) General Schedule (GS) and Federal Wage Survey (WG/WL) Technicians employed by the California Army National Guard (CA ARNG), hereafter referred to as "Military Technicians," "Civilian Technicians," or the "Technicians."

This Agreement is the result of collaborative effort between the Parties, and is made in accordance with Title 5 of the United States Code (USC) Chapter 71, Title VII, Public Law (PL) 95-454, Civil Service Reform Act of 1978, and the National Guard Technician Act of 1968, 32 USC 709.

The Parties recognize the mutual benefits to be derived from the maintenance of a strong, progressive and professional CA ARNG that strengthens the existing bond among CA ARNG, Technicians and the community to which CA ARNG serves. The Parties also recognize that cooperation encourages practices and performance that promote efficient and safe operations. The Parties to the negotiation do affirm that a successful negotiation requires modification of many traditional roles and methods to enhance an effective, efficient and responsible organization.

The Parties agree to work together to resolve problems by developing solutions to better serve the CA ARNG customers, accomplish the mission, and improve working conditions through a spirit of cooperation that involve non-military aspects of employment. All efforts will be made to ensure a full day's work on the part of all Technicians within the CA ARNG, improve the quality of Technician's work product and encourage Technician submission of constructive work improvement and cost reduction ideas.

The Parties recognize that it is in their mutual interest that the Agency, the Union, and Technician relationships are strong and viable. Therefore, all parties are committed to carrying out the letter and spirit of this Agreement and to building and maintaining a good working relationship. In this spirit we agree that the collective bargaining agreement:

1. Promotes harmonious relations between the Agency and the Union.
2. Provides for an equitable and peaceful procedure for the resolution of differences.

¹ When used throughout this agreement the terms "Selecting Official", "Supervisor", "Manager" or "HRO" are also generic references to the Employer, Agency, or Employer's Representatives, and do not assign work to specific individuals. All other terms used within this agreement shall have the meaning ascribed to them as per Federal Court Decisions, United States Code, Federal Labor Relations Authority Decisions, Code of Federal Regulations, Office of Personnel Management, National Guard Bureau Technician Personnel Regulations, California National Guard Federal Personnel Regulations, or Blacks' Law Dictionary. Whenever a dispute arises as to the meaning of a particular term, the Parties will attempt to reach agreement by referencing the sources cited above, in that specific order.

3. Establishes good faith collective bargaining negotiations between the parties.
4. Supports the development and implementation of modern and progressive work practices to facilitate and improve organizational performance and the efficient accomplishment of Agency operations.

As a result, the Parties hereto agree within the intent, spirit, and meaning as follows:

ARTICLE 1 - RECOGNITION AND UNIT DESIGNATION

Section 1.1 - Recognition

In accordance with the Federal Labor Relations Authority (FLRA) Certification for Inclusion in Existing Consolidated Unit Case No. SF-RP-13-0015 dated June 5, 2013, LIUNA Local 2163 is the exclusive representative for all dual status (DS) and non-dual status (NDS) General Schedule (GS) and Federal Wage Survey (WG/WL) Technicians of the CA ARNG bargaining unit.

Section 1.2 - Locations

The following duty locations are covered by this agreement:

- a. Joint Force Headquarters (JFHQ), Sacramento
- b. United States Property and Fiscal Office (USPFO), San Luis Obispo
- c. Theater Aviation Sustainment Maintenance Group (TASMG), Fresno
- d. Combined Support Maintenance Shop (CSMS), Long Beach
- e. Combined Support Maintenance Shop (CSMS), Stockton
- f. Maneuver Area Training Equipment Site (MATES), Fort Irwin
- g. Maneuver Area Training Equipment Site (MATES), Camp Roberts
- h. California Army Aviation Support Facility (AASF), Los Alamitos
- i. California Army Aviation Support Facility (AASF), Stockton
- j. California Army Aviation Support Facility (AASF), Sacramento
- k. California Army Aviation Flight Activity (AAFA), Fresno
- l. Field Maintenance Shops (FMSs')
- m. Los Alamitos Army Airfield (LAAAF)
- n. Training Sites and Installation Support Units of Camp San Luis Obispo, Camp Roberts and the Joint Forces Training Base, Los Alamitos
- o. All locations not otherwise identified in this Agreement

Section 1.3 – Excluded Positions

1. Excluded from the Bargaining Units covered by this agreement are Management officials, Supervisors, Employees (Technicians) engaged in personnel work in other than a purely clerical capacity, Confidential Employees (Technicians) as defined in Title 5 USC §7103 and §7112 (b), (2), (3), (4), (6), and (7) and military personnel as defined in 10 USC §976.

2. The Parties agree that as a result of reductions, reorganizations, reclassifications, and changes to the Agency's mission, it may become necessary to modify the bargaining unit status of a Technician's position that is not normally covered by one of categories listed in Paragraph 1 (above). The agency will notify the union when it determines to change a given positions bargaining unit status. The notice will be given prior to effecting that change. If the parties are unable to resolve a dispute over whether a given position is included or excluded from the bargaining unit, the matter will be referred to the FLRA in accordance with law, regulation and this agreement. The position in dispute will not be moved until a final resolution is achieved between the agency and union or a resolution at the FLRA.

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

Section 1.4 - Bargaining Unit Employees

1. The Agency shall provide to the Union, upon identification of a particularized need, a list of bargaining unit employees showing the name, pay plan, series, grade, position title, work phone number, official duty station, and organization. Due to security and privacy concerns, the union may not provide this list to anyone not a union representative covered by this agreement. The union will secure this information from unauthorized access.

ARTICLE 2 - PURPOSE

Section 2.1 – Purpose of Agreement

1. The purpose of this contract is to identify the parties to this agreement, define their responsibilities under the agreement, and to state the non-military personnel policies and practices and matters affecting non-military conditions of employment as provided by this agreement and applicable laws and regulations.

2. It is intended that this agreement will meet the following purposes:

- a. To promote fair, equitable and reasonable working conditions.
- b. To promote programs designated to assist the Employer and Employees in achieving their acknowledged and recognized objectives.
- c. To promote the highest degree of efficiency, morale, and responsibility to the CA ARNG.
- d. To provide for the prompt adjustment of any differences arising between the parties on matters covered by this agreement.
- e. To promote harmonious Labor/Management relations between the Employer and its Employees.
- f. To promote and provide a safe and healthful work environment consistent with mission requirements.

Section 2.2 – Distribution of Contract

1. The contract will be made available electronically via the world-wide-web on the CA ARNG public/internal access internet site.

2. The Union will make the contract available on their public web site, and will also provide a

printed or other type of media, copy of the contract if an employee should require it.

ARTICLE 3 - DURATION AND CHANGES TO THE AGREEMENT

Section 3.1 – Effective Date

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

Section 3.2 – Agency Approval

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

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

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

Section 3.3 – Agreement Duration

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

Section 3.4 – Agreement Amendments/Supplements

1. This agreement may be subject to amendments or supplements during the agreement duration under one of the following procedures:

- a. Either party may initiate negotiations at the midpoint of this agreement, after service of notice, no later than sixty (60) days prior to the midpoint of this agreement.
- b. At any time, by mutual consent, for the purpose of amending or providing supplements to this agreement.

2. A request for an amendment or supplement to this agreement by one party shall be submitted in writing to the other party, setting forth the proposed change to the Labor/Management Agreement.

3. Representatives of the Employer and the Union will meet within thirty (30) days of the written proposal, to commence negotiations on the proposal, unless a later date is mutually agreed upon.
4. Approval of an amendment or supplement to the agreement will be accomplished in the same manner provided for approval of the basic agreement as specified in Section 3.2 of this Article.

Section 3.5 – Renewal of Agreement

1. Barring any changes, proposed changes, or pending negotiations related to the provisions of Section 3.6 of this Article, the contract will be automatically renewed for a period of one (1) year to take effect immediately following the expiration of the current three (3) year period and will be renewed for one (1) year each year thereafter.

Section 3.6 – Negotiating a New Agreement

1. Should either party wish to change the agreement prior to automatic renewal provisions in Section 3.5 of this Article, the following shall apply:

- a. Negotiations for a new agreement will commence no earlier than one calendar year (365 days) nor later than ninety (90) days prior to the termination of the current agreement.
- b. Sixty (60) days prior to the start of negotiations of a new agreement, representatives of the Employer and representatives of the Laborers’ International Union of North America LOCAL 2163 will meet to initiate a memorandum of understanding (MOU) establishing the ground rules for conduct of negotiations.

Section 3.7 – Termination of Agreement

1. This Agreement may also be terminated by mutual consent of both parties, or at any time it is determined and established that the Union is no longer entitled to Exclusive Recognition under Title VII of the Civil Service Reform Act of 1978.

ARTICLE 4 - MANAGEMENT RIGHTS

Section 4.1 – Regulations

In the administration of all matters covered by this agreement, all parties are governed by existing or future law, by existing Government-wide regulations, by current Agency policies and regulations that do not conflict with this agreement, and by subsequently published agency policies and regulations required by law that are outside of the bargaining scope of the Union.

Section 4.2 – Retained Rights

1. The Employer retains the right, in accordance with 5 USC, § 7106(a), and 32 USC § 709, to determine the mission, budget, organization, number of Employees, internal security practices of the Agency, and in accordance with applicable laws.

2. In the event that an emergency lasts more than 72 hours, the Employer will furnish Local 2163's Business Manager with an explanation as to the nature of the emergency mission requirement, and the reasons for the action. The explanation can be provided either verbally, or in writing (formal letter or email message), and will be conveyed as soon as the emergency situation permits.

3. Nothing in Section 4.2, Paragraph 1, of this Article shall preclude or require the Employer and the Union from negotiating on:

- a. The procedures that Management officials will observe when exercising any authority granted to the Employer under Section 4.2, Paragraph 1, of this Article; or
- b. The appropriate arrangements that must be made for any Employee adversely affected by the exercise of any authority granted to the Employer under Section 4.2, Paragraph 1 of this Article.

ARTICLE 5 – EMPLOYEE RIGHTS

Section 5.1 - Awareness

The Employer and the Union will ensure:

- a. Employees are fully aware that the provisions of this contract prevail in the workplace.
- b. This contract receives the widest possible dissemination.
- c. Employees will receive educational sessions regarding the contents and applicability of the contract.

Section 5.2 - Official Personnel Files

An employee's official personnel files will be made available for that person's review in whatever form the official personnel file is available in on the date of review.

Section 5.3 - Conduct and Right to Privacy

1. An Employee is accountable not only for the performance of their official duties, but also for compliance with the Standards of Conduct for Federal Employees. The Employer affirms the right of an Employee to conduct his or her private life within the constraint of Federal law and Agency regulations.

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

3. Any search of employer issued equipment in conjunction with an investigation shall be conducted in accordance with applicable DoD regulations and current CA ARNG Activity directives. As it relates to disciplinary actions, the search of work areas must be reasonable in scope, balancing the Employee's expectation of privacy against Management's need to supervise and operate the workplace. Absent employee consent, searches must be based on a reasonable suspicion and the employee may request a Union representative be present at the search.

4. In the case that the Employee is unable to be present, a Union representative will be present provided that the supplying of such representative by the Union shall not unduly delay the search or impede the purpose for which the search is conducted.

5. The intent of Section 5.3 (3 & 4) is to comply with US Supreme Court precedent.

Section 5.4 - Representation

1. Employees have a basic right to representation in matters regarding their working conditions, or in matters that could have an adverse effect on their employment, such as disciplinary actions. The Employee's representative can be a fellow co-worker, a Union representative, an attorney hired by the Employee, an attorney made available on behalf of the Employee by the Union, or any other person the Employee feels would adequately protect his/her Employee Rights.

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

- a. Management will continue to send out the annual Weingarten Rights notification which satisfies the statutory requirement under the law.
- b. Management will provide the Union with a list of all newly hired employees on a monthly basis. The list will include name, position and work location.
- c. Management and the Union will both brief new Employees at their respective new hire orientation on Weingarten Rights and rights to representation.
- d. Within 60 days of this CBA taking affect, Management will grant 15 minutes of Official Time for the purposes of briefing Employees on Weingarten Rights and rights to representation.
- e. Management shall grant 15 minutes of Official Time annually to Union representatives and/or shop stewards at each work location for the purposes of briefing all Employees of their Weingarten Rights and rights to representation.
- f. Travel to and from work location does not count against Official Time.

3. An Employee who requests to have representation must do so in writing and must include the representative's name and contact information. Furthermore, an employee may request that all communication be made with or furnished to their representative. When this choice is made,

management proceeds under the premise that all communication with the representative reaches the employee.

4. Consistent with law and regulation, the Agency may provide legal representation, within the purview of applicable State and Federal Law, for those Employees who, within the scope of their official duties, are accused of violating a law.

Section 5.5 - Right to Organize and discuss Matters of Concern

1. Each Employee shall have the right to form, join or assist the officially recognized Union, or to refrain from any such Activity, freely and without fear of penalty or reprisal. Each employee shall be protected in the exercise of such right in accordance with 5 USC §7102.

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

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

4. No Employee shall be precluded, regardless whether or not he is a member of the Union, from bringing matters of personal concern to the attention of appropriate officials under applicable law, rule, regulation, or published policy; or from choosing his own representative for an appellate or grievance action based on law, regulation, or this agreement.

Section 5.6 - Employee Treatment

1. All CA ARNG employees deserve to be treated with common courtesy and consideration.

2. Counseling and warning sessions involving Employees should be conducted privately in a manner that provides professional feedback to the Employee.

Section 5.7 - Workplace Violence Prevention Program

The Supervisor will review the Agency's Workplace Violence Prevention Program policy with the Employee on an annual basis (during their annual performance feedback sessions).

ARTICLE 6 - UNION RIGHTS

Section 6.1 - Recognition and Representation

1. The Employer will recognize the Union as the exclusive representative of all Employees. This includes the Union's right to be represented in negotiations, formal discussions and meetings between Employees and the Employer, with regard to matters affecting conditions of employment concerning grievances, personnel policies and practices or other matters affecting general working conditions (as identified in Article 1). This would include Agency sponsored

Committees/Meetings dealing with the above subjects. Management shall not implement changes until their obligations under Section 6.2 are fulfilled.

2. The right of the Union to be present does not extend to informal discussions between an Employee and Management, however an Employee's reasonable request to have a Union representative present during these types of informal meetings shall not be denied. The Employer agrees to fully respect the rights of the Union to represent all Bargaining Unit Employees.

3. When the Employer meets with any other Labor Organization (i.e., not LIUNA) or Association (e.g., EANGUS, NGAUS, etc.) that affect conditions of employment or working conditions of bargaining unit employees which LIUNA represents, a Union representative shall be allowed to participate and express the Union's position on such matters.

4. The Employer will recognize all Local Union Officers and Representatives designated by the Union:

- a. The Union will supply the Employer, in writing, and will maintain on a current basis, a list of the Union Officers and Representatives. Copies of the list will be furnished to the HRO-LR.
- b. The Employer acknowledges that the Union's point of contact for external Union matters, is the Business Manager or their designated representative.
- c. The Employer agrees that it shall not interfere in internal business matters between the Union, and Employees.
- d. The Employer agrees that there will be no restraint, interference, coercion or discrimination against Union representatives while performing their authorized duties under the Statute.

4. The Union, in consonance with its right to represent, may propose new policy, changes in policy, or resolutions to issues, involving local conditions of employment or working conditions. This right shall apply at all levels of management within the Agency and the Union, starting with the Steward and the first level Supervisor.

5. At the request of the Union, the Employer shall furnish the Union a monthly list of new Employees, including their work address and positions.

Section 6.2 - Matters Appropriate for Negotiations

1. Matters appropriate for negotiations are the implementation of personnel policies and matters, whether established by rules, regulations or otherwise, affecting working conditions, or to the extent such matters are specifically provided for by 5 USC §7106.

2. The Union will have 30 days from the receipt, in writing, of a proposed personnel policy/practice or change in an existing personnel policy/practice, to submit a request to negotiate such initiative or change, or the impact and implementation thereof. The Union will be

deemed to have consented to such initiative or change if it has failed to submit such a request within 30 days.

3. A request to negotiate under this article or under this section will be in writing and state the nature of the request. The Parties will meet within 10 days to negotiate or bargain the proposed changes. When immediate implementation of a change is required to carry out the mission of the Employer, refer to Section 4.2 (2).

Section 6.3 - Negotiation Procedures

Negotiations may be requested in writing by either party. Requests for negotiations will state the specific subject matter to be considered at such sessions. The Parties should then agree to meet to discuss the rules for such negotiations which will be codified in a memorandum of understanding. Further, the Parties should agree to the specific approach to negotiations, i.e. IBB or interest based bargaining, positional bargaining, etc; and whether or not pre-decisional involvement is appropriate.

Section 6.4 - Past Practice (Established Practice)

1. Laws, regulations, and this Agreement take precedence over past practice and tradition when there is a contradiction.
2. Past practices will not be arbitrarily terminated by either party until resolution is achieved.
3. Past practices can be enforced under the negotiated grievance procedure because they are considered part of the agreement. It is the burden of the party claiming the past practice to prove its elements.

Section 6.5 - Unfair Labor Practices (ULP)

1. Management and the Union agree that prior to either party submitting an Unfair Labor Practice (ULP) charge to the Federal Labor Relations Authority (FLRA), the charging Party will notify the other and request a meeting in an attempt to resolve a suspected ULP. The meeting will be an informal attempt to resolve the matter(s) in dispute.
2. If after 15 days from the initial notice a solution agreeable to both parties has not been reached, the charging party will then be allowed to file a formal ULP charge.

Section 6.6 - Steward Program

1. The Union will designate a representative, on availability, at each Activity listed in Article 1 of this agreement, which may include additional representatives. Additional Union representatives will also be authorized Official Time when performing in the absence of one of the designated Union representatives.

2. It is agreed between the Employer and the Union that the operations of Stewards or other Union officials will not be allowed to interfere with carrying out the mission of the CA ARNG.

Section 6.7 - Official Time and Travel of Union Representatives

1. Union Representatives may be permitted a reasonable amount of official time to effectively represent Employees in accordance with this agreement.
2. Official time will be requested through appropriate Supervisor and properly recorded on time and attendance records in accordance with time and attendance policy and procedure.
3. Whenever a meeting is held between the Parties at a location outside the commuting area (50 miles) of the concerned Union Representative's home of record, and the Employer requests that said Union Representative be physically present at the meeting, then the Employer shall pay travel and per diem in accordance with applicable DoD Travel Regulations and the Joint Travel Regulations.
4. Reasonable time for representational activities (i.e., discussions, meetings, and investigations) shall be that amount of time determined by both parties to effectively resolve a matter of concern or review, evaluate a proposed policy change and formulate a recommendation, or negotiate a given proposal.
5. Management agrees to allow the Union a reasonable amount of time for negotiation preparation, to be defined by the memorandum of understanding (MOU) prior to the negotiation process.
6. Union Representatives will obtain supervisory approval before leaving their work areas. The request should state their destination, estimated time of return, and the nature of Union business. Request for absences will be made by the Business Manager using an official memorandum, or individually by the requesting representative utilizing an Official Time Request form as identified in the Appendix A.
7. If the request cannot be accommodated due to mission requirements, the representative will be informed of the earliest possible time when they will be able to leave his/her work site.
8. Representatives will be available for call back due to mission requirements and will report to their Supervisor immediately upon return.
9. Notification will be provided to the immediate Supervisor of any Employee being contacted.

Section 6.8 - Internal Union Business and Limitation of Activities

1. It is agreed that internal Union business such as, soliciting membership, collecting dues, campaigning for office, electing officers, attending Union meetings, and posting or distributing Union literature, will be conducted during the non-duty hours of the Employee involved.
2. There will be no restraint, coercion, or discrimination against any Union official because of the performance of duties in consonance with this agreement, Title VII, CSRA 1978, directives, etc., pertaining to Employees rights and labor management relations; or against any Employee for filing a complaint or acting as a witness under this agreement or applicable regulations.
3. Upon request and approval, and subject to normal security limitations, the Union will be granted authority to conduct membership drives.

ARTICLE 7 - VOLUNTARY ALLOTMENT OF UNION DUES

Section 7.1 - Arrangements for Dues Deductions

1. Dues deduction will be accomplished in accordance with 5 USC §7115.
2. Technicians eligible for bargaining unit membership may elect to pay Union dues. This will be accomplished by completing SF 1187 (http://www.opm.gov/forms/pdf_fill/sf1187.pdf), Request for Payroll Deduction for Labor Organization Dues and forwarding the completed form to the Union. The Union will certify the amount of dues while completing the appropriate portions of the form and forward the form to the Agency.
3. Allotments will become effective on the first full pay period commencing after receipt of the applicable form by the Employee Payroll Office.
4. An allotment shall terminate when the Employee leaves the unit as a result of any type of separation, transfer, reassignment, promotion or other action which would exclude the Employee from the bargaining unit; upon loss of exclusive recognition by the Union; when the agreement providing for dues withholding is suspended or terminated by an appropriate authority outside DoD, or when the Employee has been suspended or expelled from the Union. A Technician that is no longer eligible for dues allotments must terminate those allotments within one pay period of the effective action.
5. A member may voluntarily revoke his allotment for the payment of dues by submitting an SF 1188 (http://www.opm.gov/forms/pdf_fill/sf1188.pdf), Cancellation of Payroll Deduction for Labor Organization Dues, directly to Agency. Once the action is completed, copies will be provided to the Technician, the Union, and to HRO (Labor Relations). By statute, dues allotments must be made for no less than one year. Employees may cancel allotments as follows:
 - a. For those employees who have had their dues deducted for more than one year – revocation can only be effected on the first full pay period following 1 April of each year.
 - b. For those employees who have had their dues deducted for less than one year, the

revocation will be effective one after the original date of the signing of the SF 1187 if the request is received by not later than on (1) pay period prior to the first anniversary date.

6. Dues withholding arrangements as set forth in this Article will continue if this Agreement is not renegotiated by its termination date because of impasse, third party proceedings involving a negotiability dispute, or unit representation.

7. The Agency recognizes that the Union may provide a voluntary payment supplemental pension plan, and other benefits such as personal insurance products, for qualified members. The Agency shall allow, as has been arranged between the Union and Defense Finance and Accounting Service, to provide through the payroll process for the deduction from pay of an established amount as voluntary contribution from the Employee to the respective benefit program sponsored by the Union.

8. Any allotments for non-bargaining unit employees for supplemental pension plans or other benefits may not be process via SF 1187. The Union will be notified of any Employees who will have their dues allotments terminated under this provision prior to effectuating such termination. Employees affected by this provision will be notified in writing that their dues allotment will be terminated, and allowed 30 calendar days to make arrangements with the Union for other methods of payment (i.e., personal check, debit, or allotment through MyPay). The provisions of Article 1 Section 1.3 must be observed.

ARTICLE 8 - HOURS OF WORK AND COMPENSATION

Section 8.1 - Basic Workweek and Workday

1. The Employer will establish specific work schedules at each CA ARNG Activity necessary to accomplish the Employer's mission IAW 5 CFR §550.103. Employer shall consider employee's effectiveness, efficiency, professional development and morale in establishing employee's specific workweek schedule. Changes to the work schedule policy that occur over the life of the contract must be bargained IAW Article 6, Section 6.2, prior to implementation, and shall be incorporated as an Amendment to this Agreement IAW with Article 3, Section 3.4.

2. The Employer has the right to establish each employee's workweek to ensure cost effective and timely compliance with operational requirements. Subject to these requirements, the Employer in establishing an employee's work schedule shall take into consideration any personal hardship made known to the Employer by an employee and shall make every reasonable effort to provide each employee a work schedule fourteen (14) calendar days in advance of its effective date. It is agreed that work schedules shall remain in effect for at least two pay periods.

Section 8.2 - Reporting For Duty

1. Employees have a responsibility to report to work ready, willing, able, and in proper attire, promptly at the beginning of their scheduled work period.

2. Except in the case of an emergency, Employees will notify their immediate Supervisor as soon as possible, but not later than two hours after beginning of the work shift, of the reason that prevented them, or will prevent them, from reporting to work on time. If the reason provided is illness of the Employee or qualified family member, Supervisors cannot request that an Employee elaborate on the specifics of the medical condition. If the Employee is incapacitated and/or physically unable to initiate contact him/herself, then Management may accept tardiness or absence notice from an Employee's next of kin.

3. When an Employee cannot establish positive contact with their first level supervisor, then Employees should attempt to make contact with their next level of Supervision, and continue to do so, until a Management representative is reached, in order to provide notice. Co-workers cannot be used to relay information concerning tardiness or absence.

4. Tardiness and absence notices, regardless of the circumstances, should be provided verbally by the Employee him/herself directly to a Management official. However, Employees may use other modes of acceptable modern communication, such as voice mail, email, and/or text, as a secondary method of attempting to provide notice, or when all efforts to verbally contact a Management representative have been reasonably exhausted by the Employee.

5. Tardiness and absences from duty of less than an hour may be excused when the reasons are justified to the Supervisor. Justifiable reasons are events which are beyond the Employee's control such as abnormal traffic congestion, severe weather, or any other type of event that cannot be predicted. However, the Employee's leave status will be determined by the Supervisor when tardiness or unexcused absences from work is less than an hour.

6. The Employee will not be permitted or be required to work during any period for which leave is charged.

Section 8.3- Lunch Periods and Breaks

1. Employees are authorized a thirty (30) consecutive and uninterrupted minute lunch period every workday. A lunch period is a time during which an Employee is entirely free from his work responsibilities. During this time the Employee is considered to be off-duty.

2. When Employer mission requirements do not allow an Employee time off for lunch, the Employee will be compensated for his/her missed lunch period with an amount of Compensatory Time equal to the missed lunch period.

3. Fifteen minute rest periods or breaks, during the first half and the second half of an Employee's shift, will be granted. Rest breaks will not be taken in conjunction with the lunch period, or at the beginning or end of the work day.

Section 8.4 - Overtime Work

1. The Parties, in consonance with applicable laws and regulations, agree that occasionally the Employer will need Employees to work in excess of their regular work hours (overtime) in order to meet mission requirements. Employees will be compensated for overtime work done on a voluntary basis, or as directed (involuntary) by Management in order to support the Agency's mission.
2. Overtime requirements will be announced as far in advanced as possible to allow Employees the opportunity to make suitable arrangements in order to perform the overtime work.
3. Management will make every effort to direct or assign Employees overtime on an equal basis. In no case will overtime work be directed or assigned to any Employee as a reward or punishment.
4. Management should make every effort to seek volunteers prior to mandating that an Employee perform overtime work. In the event there are insufficient Employee volunteers willing to perform overtime work, management has the authority to direct an Employee to work overtime to meet the Employer's mission requirements. Management shall provide affected employees five calendar days' notice to schedule involuntary compensatory time.
5. Supervisors will also take into consideration any personal hardships that the overtime work may cause the affected Employee(s) and will make every effort to accommodate said hardships. These include issues such as child care, school, transportation to and from the workplace (especially if an Employee participates in car-pooling), and distance from the Employee's home of record.
6. Employees scheduled to work overtime will be notified of any cancellation of the overtime requirement by the end of the preceding workday. Employees scheduled to work overtime on any non-duty day will be notified of any cancellation as soon as it is known but not later than 1200 hours on the preceding duty day.
7. It is agreed that when overtime follows a regular work shift, the Employee will be given a 15 minute paid break at the beginning of the overtime period and, at the employees request a 30 minute non-paid meal break to begin no later than two (2) hours after overtime begins.

Section 8.5 - Call Back

1. Call Back is the act or an instance of requesting that an off-duty Employee report to work and perform his duties on a day when work was not scheduled, or after his regular work day is over.
2. Unscheduled call back work entitles an Employee to at least two (2) hours of compensatory time.
3. If an Employee is on scheduled leave and called back to work, a corrected OPM 71 Leave Request Form will be submitted to the Timekeeper upon the Employee reporting to work.

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

1. In order to deal with situations occurring after regular duty hours, Employees may be placed on either a stand-by or on-call duty status.
2. The Employer may establish routine prohibitions regarding alcohol consumption, and may restrict the use of specific prescription or over the counter drugs, in order to ensure Employees maintain the ability to perform work.
3. Stand-By Duty. An employee is on duty, and time spent on standby duty is hours of work if, for work related reasons, the employee is restricted to a designated post of duty and is assigned to be in a state of readiness to perform work with limitations on the employees activities so substantial that the employee cannot use the time effectively for his own purpose. The Parties agree that compensatory time shall be used in standby time situations.
 - a. Management shall make every reasonable effort to provide an employee advance notice specifying the beginning and ending period that he is on standby status.
 - b. Management agrees that when an employee is placed on standby time, compensatory time shall be granted for the standby period provided the following are apparent:
 - (1) The employee is restricted to his living quarters or designated post of duty;
 - (2) Has his activities substantially limited; and
 - (3) Is required to remain in a state of readiness to perform work.
 - c. Management shall notify any employee who is on standby status of its cancellation as soon as possible.
 - d. Employees will be given compensatory time in equal amounts spent by them in irregular or overtime work.
4. On-Call Duty. An employee will be considered off duty and time spent in an on-call status shall not be considered hours of work if:
 - a. The employee is allowed to leave a telephone number or to carry an electronic device for the purpose of being contacted, even though the employee is required to remain within a reasonable call-back radius; or
 - b. The employee is allowed to make arrangements such that any work which may arise

during the on-call period will be performed by another person.

- c. Once an employee responds to a call and required to work (call back), he shall be granted compensatory time from the moment the work begins. The employee shall be minimally compensated for two hours.

8.7 - Other Pays

Night Shift Differential, Night Pay Differential, Sunday and Holiday Premium pay will be computed IAW 5 CFR §532 and §550.

ARTICLE 9 - LEAVE

Section 9.1 - General Provisions

1. An Employees request to take earned leave will normally be granted as requested, unless the Supervisor determines that the Employee's presence is required to meet mission requirements.
2. Employees are encouraged to apply for leave as far in advance as possible.
3. An Employee may cancel previously requested leave at any time
4. All leave requests (paid and unpaid) will be submitted using OPM 71.
5. Leave entitlements not addressed in the contract will be done IAW the applicable law, rule, and regulation.

Section 9.2 - Annual Leave

1. Employees shall earn annual leave in accordance with applicable law, rule, and regulation.
2. A Supervisor will approve or disapprove properly submitted request for annual leave as soon as possible. If the request is disapproved, the reason will be entered on Block 8b of the OPM 71 and the Employee will be notified. The Supervisor will work with the affected Employee to reschedule the disapproved leave as necessary.
3. Annual leave requests for emergency reasons will be considered on an individual basis. Employees will notify their Supervisor as soon as possible of the emergency situation stating the reason for the request and the approximate time they desire to be absent from work.
4. When two or more Employee's from the same work section desire the same period of programmed leave and mission requirements precludes approval of all requests, approval will be granted on a first come first serve basis.
5. Employees may exhaust all of their annual leave balance during one continuous period of

absence and for any reason, insofar as mission requirements permit. Supervisors cannot require that Employees maintain a minimum annual leave balance.

6. Supervisors or Employees may request the carry-over of use/lose leave if the mission dictates that leave cannot be used before the first pay period of the new calendar year.

Section 9.3 - Sick Leave

1. Employees shall earn and be granted sick leave, or advanced sick leave in accordance with applicable law, rule, and regulation. Employees must receive approval for sick leave to be granted.

2. A Supervisor may require a medical certificate to support use of sick leave for three days or more. An Employee's signed statement certifying that the period of absence is chargeable to sick leave may be accepted when it is unreasonable to require a medical certificate. Circumstances under which an Employee's signed statement is acceptable in lieu of a medical certificate are:

- a. Inability to secure an appointment with a medical professional during the period of incapacitation.
- b. Remoteness of the medical facility.
- c. Temporary illnesses if the nature of illness would not necessarily require the services of a medical professional (e.g., common cold or other instances of temporary non-emergency conditions)
- d. If acquiring a medical certification would cause a financial hardship.

3. If there is a reasonable suspicion that sick leave is being abused, Management reserves the right to require a medical certificate for sick leave without advanced notification. However, in such cases, the Employer may counsel the Employee and advise the Employee, in writing, that a medical certificate will be required to support any future approval of sick leave regardless of duration. This notice will contain the reasons the Employee is required to furnish a medical certificate. The employer must allow the Employee at least 15 days to acquire the medical certification.

4. Supervisors will review the sick leave record of those Employees required to present a medical certificate every six months to determine if this requirement should continue. The Employee will be advised, in writing, of the Supervisor's determination.

Section 9.4 - Compensatory Time

1. Compensatory time shall be earned and granted in accordance with applicable law, rule, and regulation.

2. Compensatory time shall be used before Annual Leave unless the Employee is in a use/lose leave status.

3. Additional guidance for Compensatory Time (Overtime Work) is addressed in Article 8.4.

Section 9.5 - Leave without Pay

When it is determined that it is in the best interest of the Agency, leave without pay may be granted upon request, subject to approval by the Employer, for the purpose of:

- a. Serving on a temporary basis as an officer, Employee, or representative of the Union.
- b. Serving on Active Duty.
- c. Attending job-related training while on military orders.
- d. Recovery from illness when sick leave has been exhausted or where there is insufficient accrued leave and the Employee is authorized to be absent from work due to illness, injury, pregnancy, or medical confinement.
- e. Personal emergencies.
- f. Serving a suspension stemming from Employer initiated Adverse Disciplinary Actions.

2. Requests for extensions may be submitted up to 60 days prior to the expiration of the period of leave without pay.

3. A determination on such requests will be made no later than 30 days prior to the expiration date.

4. Employees will be granted LWOP for the following purposes:

- a. To cover a disable veteran's absence for medical treatment.
- b. To cover an Employees absence to perform Military Duty not covered by some form of paid leave.
- c. To cover an absence under the provisions of the FMLA.

Section 9.6 - Excused Absences

Excused absences may be granted in accordance with applicable law, rule, and regulation.

ARTICLE 10 - DUAL STATUS TECHNICIAN REQUIREMENTS

Section 10.1 - Uniform Appearance, Customs and Courtesies

1. The Parties agree that performing duties as a dual status (DS) technician requires wear of the uniform appropriate for the member's grade. Technicians will adhere to appropriate appearance

standards, customs, and courtesies of the US Army.

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

- a. During non-duty hours
- b. When on Official Time acting as a Union Representative.
- c. While appearing as an aggrieved Employee or Union witness before a third party proceeding.

3. Management recognizes their requirement to provide sufficient uniforms for Employees to accomplish their duties. Employees will get their normal issue of military apparel as required of their technician position through their membership in the California Army National Guard. If the Employee is unable to obtain the required military apparel through the California Army National Guard supply system, the Employee will work with their technician Supervisor to coordinate with the member's unit to satisfy the requirement. If the Supervisor cannot get the affected Employee the required uniforms, the Supervisor will go through the Supervisory chain of command to correct the uniform deficiency.

Section 10.2- Medical Requirements

1. Under no circumstances will an Employee be directed or required to receive immunizations in a civilian status in order to maintain worldwide medical qualifications or military duty assignments.

2. Employees cannot be weighed, have urinalysis or drug testing performed while in a technician status.

3. An Employee who is pending disability retirement may be retained until the disability retirement process has been completed. The Supervisor will make a recommendation based upon each individual situation. The recommendation will be forwarded up the supervisory chain of command and the Director, with HRO concurrence, will make the final determination. If the Employee is retained, he/she may be reassigned to a position which may be in a different work area or result in a reduction in grade.

ARTICLE 11 - SAFETY AND OCCUPATIONAL HEALTH

Section 11.1 - Responsibilities

1. It shall be the responsibility of the Employer and Employee to observe all safety precautions and maintain the standard of safety established in accordance with applicable regulations and safety and occupational health policies.

2. The Parties agree to exert every reasonable effort to provide and maintain a work environment conducive to the safety and well-being of all employees, and to provide safety and health training

for all employees in accordance with applicable laws, rules, and regulations.

3. All rules, laws, and regulations pertaining to safety and health shall be on-hand within the employees work center and will be adhered to by all employees.

4. Hazardous tasks will normally be assigned and performed by employees who have received appropriate briefings, instructions, and training pertinent to the hazardous tasks to be performed. The performance of hazardous tasks shall incorporate all immediately available safety precautions and devices.

5. The Union agrees to cooperate in these efforts and encourage employees to work in a safe manner, obey established safety policies, and directives, and wear the required safety equipment.

6. The Union shall be allowed to be present at local and state level Safety Council meetings. Management agrees to consider all recommendations of the Union relative to basic policy on safety and health.

7. The cleaning and repair of protective clothing and equipment contaminated with or by controlled waste material shall be provided by the employer.

8. The employer will make every reasonable effort to provide employees access to personal hygiene facilities. These may include latrine and shower facilities, segregated by gender, that are adequately powered and stocked with supplies, and which have ready access to potable drinking water. When forecasted, the employer will make available portable latrine, shower, and mobile drinking water units prior to requiring employees to work out of said locations.

9. An employee under the care of a physician shall promptly inform his Supervisor of any prescribed medication that his physician or pharmacist has advised him will impair his ability to safely perform assigned work. Information provided by an Employee shall include the limiting effects of the medication and expected duration of prescription. Management shall make every reasonable effort to find a safe, temporary assignment for the employee. However, such accommodation is not an entitlement. In cases where impairment caused by medications cannot be accommodated, employees will be allowed to return to work until a medical professional has cleared the employee to return to full duty.

Section 11.2 - Health Services

It is of infinite benefit to the employer to have employees in top physical and mental condition. Therefore, an Occupational Health Services and Preventive Medicine Program shall be established and maintained by the employer, as provided for in 5 USC Chapter 79 and other applicable laws, rules and regulations.

Section 11.3 - Safety and Protective Clothing/Equipment

1. The employer, in accordance with applicable laws and regulations, agrees to provide all appropriate safety and protective clothing, and equipment to employees during the performance of their assigned duties.

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

3. Employees will be issued protective footwear that conforms to OSHA standards as outlined in 29 CFR 1915.156.

Section 11.4 - Procedure for Unsafe/Hazardous Assignments

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

2. Should an employee observe or reasonably believe a work assignment is unsafe or involves a potential hazard to their health, the employee should report the circumstances to Management and the Union immediately. This includes, especially, work assignments that are outside scope of the employee's position description (PD), or for which they have yet to receive training.

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

4. Upon receiving such a report, the employer will insure the work is being performed in accordance with the proper procedures and safety directives or, in the case of imminent danger, immediately cease the work process until the appropriate safety procedures and directives are affected to assure the safety of the employee.

5. The employee may decline to perform assigned tasks due to imminent risk of death or serious bodily harm until those risks are mitigated through appropriate safety precautions.

6. No employee who is, by the nature of the job, required to work in an area identified as a hazardous area, will be required to work alone or without a co-worker at the access to a hazardous confined area.

Section 11.5- Employees Free From Reprisals

Employees who file a safety complaint or who request OSHA to inspect a facility, and employees who decline to perform a task under the provisions of Section 11.4, Paragraph 5 (above), shall be free from reprisals, disciplinary action, or harassment.

Section 11.6 - Clothing Change during Duty Hours

1. When clothing being worn by an employee has become contaminated with hazardous materials, which may create a hazard to the wearer, the employee will be permitted to change clothing.
2. In cases where the employee does not have a spare uniform readily available and/or adequate hygienic facilities are unavailable at the worksite/work-section, excused absence, based on the time necessary to change clothing or the need for an Employee to return to his residence to change his/her clothing, shall be granted to the Employee by the Employer or designated representative.

Section 11.7 - Workers' Compensation Entitlements

1. Workman's compensation procedures fall directly under Department of Labor (DOL). Refer to current Department of Labor website for processes and procedures or contact the Injury Compensation Program Administrator (ICPA) located in the Human Resource Office.
2. It is the employer's responsibility to advise, orient and assist employees regarding entitlement to medical and loss-of-pay benefits for injuries or illnesses that occur which are job related. The injured employee's Supervisor will ensure the ICPA explains to the employee his/her rights and options under the Federal Employee's Compensation Act.
3. It is the employee's responsibility to report any injury or illness that he/she feels may be job related to the Supervisor immediately after the occurrence. Any representation will be IAW 20 CFR Part 10.701.
4. When the employee is incapacitated and unable to notify the Supervisor of injury or illness, it shall be Management's responsibility to initiate the required procedures as soon as they are aware an incident has occurred.
5. The employee will have their attending physician provide to the employer a written prognosis and date for the employee's return to full, limited, or light duty. If the treating physician indicates an employee is physically able to return to work of any kind, and such work is available, the employee will be notified to report for duty the workday following the physician's determination. An employee is to be advised that refusing to return to work when ordered could result in overpayment and/or AWOL.
6. The Agency reserves the right to obtain additional information or follow-on opinions from physicians selected by DOL.

Section 11.8 - Labor Representative Accompany Inspection Team

A Union representative will be permitted to accompany any safety, occupational health, or other workplace inspection teams during an evaluation of their unit/facility.

Section 11.9 - Occupational Health and Safety Training

1. Although employees are basically qualified to perform their duties, the employer recognizes the need for specific training and update training regarding Occupational Health and Safety to assure employee to assure employee safety and a minimum loss of man-hours due to preventable injuries.
2. Additionally, within resource limitations, all employees will be furnished Basic First-Aid Instruction every three years, annual Cardio-Pulmonary Resuscitation (CPR) instruction, and Automated External Defibrillator (AED) training as required by their position. Each person who successfully completes a recognized course will receive a certification card.

Section 11.10 - Personal Clean-Up

1. A reasonable amount of time, not to exceed 10 minutes, at the beginning of shift, before lunch, and at the end of the work shift will be allowed for personal and work area clean-up for employees whose work requires the wear of coveralls and handling of hazardous materials.
2. This will not prevent management from assigning work as necessary.

Section 11.11 - Other Programs

1. The Physical Fitness Incentive Program will be administered in accordance with CNG FPR 203.
2. Accommodations for nursing mothers will be provided in accordance with Section 7 of the Fair Labor Standards Act.

ARTICLE 12 - GRIEVANCE AND ARBITRATION

Section 12.1 – General

1. The parties agree that a genuine effort will be made to settle grievances expeditiously and at the lowest level possible. The Parties further agree, when appropriate, to utilize alternative dispute resolution processes (e.g., mediation) in attempting to resolve grievances.
2. This grievance procedure will be the exclusive method of grievance resolution for Bargaining Unit Employees.
3. The Employee retains the right to request Union representation in the grievance procedure, or to decline such representation IAW Section 5.4 of this CBA. Employees will indicate their representation preference on the Grievance Form.
4. Regardless of the Employee's representation option, the Union will be given the opportunity to have a representative present during all grievance proceedings to insure that the adjustments of the grievance are not inconsistent with the terms of this Labor/Management agreement.

Section 12.2 – Exclusions

Exclusions will be in accordance with 5 USC §7121 and actions covered by statutory appeals procedure in 32 USC §709(f).

Section 12.3 - Procedures

The employer and Union agree that this negotiated procedure is the exclusive procedure available to the Union and the employees in the Bargaining Unit for the processing of any grievance.

Section 12.4 – Employee Rights

1. All Employees, whether individually or as a group, have the right to present their grievances to the appropriate management officials for prompt consideration. This procedure provides a means for the prompt and orderly consideration and resolution of employee or Union grievances. In exercising this right, the employees and the representative will be free from restraint, coercion, discrimination, or reprisal because they have filed a grievance.

2. If an Employee believes they have been affected by a prohibited personnel practice, they may use either the negotiated or statutory procedures (5 USC §7121 (d)).

Section 12.5 – Official Time

IAW Article 6.7

Section 12.6 – Grievance Procedures

1. A grievance must be taken up with the lowest level of management within 30 days after the occurrence of the matter generating the grievance, or within 30 days after the grievant or the union should have reasonably been aware of being aggrieved. However, the period of time in which a grievant could have been reasonably aware will not exceed 12 months.

2. The following procedures shall be used for resolving grievances (use form in Appendix B):

a. Employee Grievance Procedures:

Phase 1 – Informal

(1) The grievant or their designated representative must advise management, either orally or in writing, of their intent to initiate the informal grievance process. The timeline for resolution begins when the grievant presents management with a completed grievance form. Management will acknowledge receipt of the grievance with signature and date. Management will provide the grievant or their designated representative, the supervisory chain of command, and HRO-LR a copy of the signed form.

- (2) Management will attempt to resolve the grievance through discussions with the grievant, or their representative (if applicable), and/or anyone else who management considers to have information pertinent to the resolution of the matter. However, before any discussion with the grievant and regardless of whether the grievant wishes to be represented, management must notify the Union that a grievance has been filed and provide the Union the opportunity to attend all grievance discussions.
- (3) If the grievance is not settled at Phase One after 15 days from the time it was received, the grievant may proceed to Phase 2.

Phase 2 – Formal

- (1) If the aggrieved party is dissatisfied with the decision reached through the Phase 1 Informal procedure the grievance must be submitted within 15 days in a formal letter to the management through the HRO-LR.
- (2) If the grievance is not settled at Phase 2 after 15 days from the time it was received, the grievant may proceed to Phase 3.

Phase 3 – Adjutant General Review

- (1) If the aggrieved party is dissatisfied with the decision reached through the Phase 2 of the Formal procedure the grievance must be submitted within 15 days in a formal letter to the Adjutant General through the HRO-LR.
- (2) The Adjutant General, or his designated representative, shall review all documentation and evidence and render a decision at the earliest practical date not to exceed 30 days after receipt of the materials provided by the grievant or their designated representative.
- (3) The grievant may request a meeting with The Adjutant General or his designated representative to discuss the matters of said grievance. The acceptance of this meeting will be at the discretion of the Adjutant General. The Adjutant General's decision will be provided in writing, to the aggrieved party, the Union, and the grievant's representative (if one has been designated).
- (4) The grievant may proceed to the arbitration process if not satisfied with The Adjutant General's decision.

Section 12.7 – Right to Information

If, due to a grievance denial, arbitration is invoked by either party, relevant documents, reports and evidence relied upon will be exchanged by both parties during the scheduled arbitration. All information will be considered privileged and confidential and will not be used for any other purpose except for invoking arbitration.

Section 12.8 – Arbitration

1. After all attempts to resolve a grievance have been exhausted Arbitration may be used to settle any unresolved grievance.
2. Any grievance, which is not resolved under the formal procedure, shall be subject to binding arbitration (as permitted by law), which may be invoked by either the Union or the Agency.
3. Only the Union or the Employer may invoke the provisions of this section.
4. Within 15 working days after the Adjutant General issues his final decision concerning a grievance, the Union or the Employer should provide written notification to the other party informing them that the grievance has been submitted for arbitration.
5. If either party questions whether the matter is subject to arbitration because of alleged conflict with applicable existing law or circumstances, the Arbitrator will determine the question of whether the matter is subject to arbitration and/or the merit(s) of the case.

Section 12.9 – Arbitrator Selection

1. The party invoking arbitration will request from the Federal Mediation and Conciliation Service a list of 10 impartial persons qualified to serve as Arbitrators. A copy of the request will be provided to the other party as notification of arbitration.
2. Within 10 days of receiving the list, both parties will alternately strike the name from the list until only 1 name remains. The individual's name remaining will be duly selected to hear the grievance.
3. If either party fails to participate in the selection process, the arbitration action will proceed with the requesting party accomplishing the selection. The parties agree that if the selected Arbitrator is unavailable to hear the grievance within 45 days the parties may select a new Arbitrator using the above procedures.
4. Arbitration will normally be conducted during duty hours at a convenient location to accommodate the maximum number of participants.
5. Any participant who is scheduled for a shift other than the day shift may request to change shifts so that he or she may attend. Mission requirements permitting, such requests will not unreasonably be denied.
6. Employees involved shall attend without loss of pay or leave.
7. Overtime will not be permitted.
8. The arbitration process will be conducted in accordance with the ethical standards and procedures set forth in the Code of Professional Responsibility for Arbitrators of Labor

Management Disputes and FMCS Arbitration Policies and Procedures.

9. The Arbitrator will have the authority to interpret and define the explicit terms of this agreement, Agency policy, etc., as necessary to render a decision. The Arbitrator shall have no authority to add to or modify any terms of this agreement or Agency policy.

Section 12.10 – Arbitration Expenses

1. All fees, per diem and expenses of the Arbitrator shall be initially paid by the losing party as soon as the arbitrator issues his/her decision.

2. Should the arbitrator's decision be overturned on exception to the FLRA or appeal to the Federal Circuit, the party that initially paid the arbitrator's fees will be reimbursed by the then determined losing party.

3. Any disputes as to who the "losing party" shall be decided by the arbitrator.

Section 12.11 – Arbitration Decision

1. The Arbitrator is requested by both parties to render a decision as quickly as possible.

2. Within 10 days after receipt of the Arbitrator's decision, the parties to the arbitration will notify one another in writing of whether or not they are filing for an exception with the Federal Labor Relations Authority (FLRA) in accordance with council procedures. An exception to the Arbitrator's decision must be filed within thirty (30) days from the date the award is served on the parties.

3. It is understood that if no exceptions to an award are filed during this 30 day period, the award shall be final and binding, effective on the 31st day.

4. All expenses will ultimately be paid by the non-prevailing party.

Section 12.12 – Time Limits

1. Failure of the respondent to observe the time limits in this Article will automatically permit the grievant to advance to the next step of the grievance procedure.

2. Failure of the grievant to observe the time limits will terminate the grievance, except that all time limits provided in this Article may be extended by mutual agreement.

Section 12.13 – Withdrawing of Grievances

Grievances will be terminated by the Employer for the following reasons:

- a. At the request of the Employee or Employees concerned.

- b. Upon termination of the Employee's employment unless the personal relief sought may be granted after termination of employment.

Upon death of the Employee, unless some benefit may be derived by his/her dependents.

ARTICLE 13 – EMPLOYEE CONDUCT

Section 13.1 - General

1. All disciplinary and adverse actions will be done IAW CNG FPR 752.
2. This Article applies to matters of **conduct** only; actions that relate to **job performance** will be accomplished in accordance with the Agency's performance appraisal system.
3. The purpose of the discipline and adverse action program is to maintain control and order within the workforce by requiring compliance with established rules and regulations. Disciplinary actions will normally be taken using the concept of progressive discipline. While the concept of progressive discipline is the general rule, there may be times or circumstances when the Technician's behavior is such that a more severe punishment is required for the first offense. Supervisors will proactively address unacceptable behavior at the earliest and lowest level of discipline possible. However, this does not inhibit Management's right to choose a higher level of discipline as appropriate.
4. Technicians are expected to behave appropriately and follow all applicable rules and regulations.
5. The Employer shall determine when the need for disciplinary action occurs and such actions will be administered in a fair, impartial, and timely manner in accordance with applicable laws and regulations.
6. The initiation of a disciplinary action against an Employee should not be unreasonably delayed. Some examples of a reasonable delay may include pending investigations or unexpected work schedule conflicts of short duration. Management agrees that in order for the discipline to be effective it must be timely.
7. In those situations where an original decision may be delayed, the Employee and/or their representative (if known) will be notified stating the reason for the delay and the anticipated decision date.
8. LORs and all Adverse Actions must be cleared by HRO-LR section prior to being issued to the Employee

Section 13.2 - Douglas Factors

1. In determining the appropriate remedy, penalty, or punishment, Management will observe the principles of "like penalties for like offenses in like circumstance" as outlined in the "Douglas

Factors." Management must establish the penalty selected does not clearly exceed the limits of reasonableness.

2. Management must ensure that when an Employee's past disciplinary record is referenced said reference should be a past action (in effect) at the time the most recent conduct occurred. Otherwise, consideration is improper and cannot be relied upon.

3. Letters of reprimand that have expired may be used as a consideration when determining the penalty to be imposed in an adverse action when a range of penalties may be imposed. However, the expired LOR may not be used to constitute a prior offense.

Section 13.3 - Investigation, Examination and Representation

1. When conducting investigations Management recognizes the Employee's right to be represented. Management officials are highly encouraged to inform Employees of their Weingarten Right to representation prior to any examination held for the purpose of discipline if:

- a. There is, or could be, a reasonable expectation by either the Employee or the Supervisor that the examination may result in disciplinary action against the Employee.
- b. The Employee requests representation.
- c. When questioned, Employees are compelled to provide truthful responses to questions raised during an investigation. Employees cannot refuse to answer questions, but if an Employee desires representation, it shall be granted before the examination can be continued.

2. As long as it does not unreasonably delay the investigation, the Employee shall be granted reasonable time to consult with his/her designated representative before the scheduled examination.

Section 13.4 - Non-disciplinary and Disciplinary Actions

1. Counseling and warning sessions are annotated in pencil (date, subject, Employee's initials) on NGB Form 904-1 (Supervisor's Record of Employee Employment) and will be removed after 6-12 months if there are no continuing or reoccurring problems.

2. The Employee shall be notified by his/her Supervisor when any entry is documented on the NGB Form 904-1. The Employee shall have the opportunity to discuss the matter with the Supervisor. The Employee will initial and date all entries made on the NGB Form 904-1 by the Employer. The Employee's initials will signify knowledge of, not necessarily concurrence with the entry. The Employee has the right to review and acquire a copy of the 904-1 within a reasonable time (normally 24 hours) after the Employee's request. The Employee will be given the opportunity to attach a written rebuttal to the entry, within twenty (20) calendar days of any entry being made into his/her file.

3. A letter of reprimand makes an Employee aware of a violation (e.g., improper behavior,

violation of Agency rules). If a letter of reprimand is decided upon, the following procedure will apply:

- a. At a minimum, a letter of reprimand will:
 - (1) Normally be issued by the first-level Supervisor and coordinated with HRO for contract and regulatory compliance.
 - (2) Describe the offense in sufficient detail to enable the Employee to understand why the reprimand is necessary.
 - (3) If the violation relates to a continuing problem, a summary of past violations and attempts made by management to correct those violations will be included.
 - (4) Tell the Employee he/she may review the material relied upon to support the reprimand.
 - (5) Inform the Employee that the letter will be filed as a temporary document in the Official Personnel Folder (OPF) until a specific date. Retention period will be twelve (12) months. The Supervisor may remove the annotation prior to the specified time if they feel the problem has been resolved.
 - (6) Tell the Employee the letter of reprimand may be subject to grievance through the negotiated grievance procedure. A successful grievance could cause the action to be withdrawn and any record of the action to be deleted.
 - (7) Include a warning that further offenses could result in suspension, change to lower grade or removal.

Section 13.5 - Adverse Action

1. An Adverse Action (suspension, removal, or change to a lower grade) is an administrative action which denies the Employee compensation temporarily or permanently.
2. During a proposed adverse action the Employee will ordinarily remain in a duty status pending the original decision from the deciding official. In those rare circumstances when Management determines the Employee's presence at the worksite may adversely impact the mission, cause a safety concern or will unduly disrupt the work area, the Employee may be placed in a non-duty pay status for all or part of the time it takes to process the original decision action.
3. Employees will be given a minimum of 21 days following receipt of the proposed action letter and all documentation relied upon to justify the discipline.
4. Where the original decision letter imposes a suspension, change to lower grade or removal, the Employee may request the action be held in abeyance. The request, with written justification, will be submitted to the HRO within five (5) calendar days after issuance of the original decision.

5. The HRO-LR will render a decision prior to the effective date of the action.

Section 13.6 - Miscellaneous Provisions

1. Upon request, and IAW 5 USC §7114(b)(4), the Employer shall provide the Union with a record of all disciplinary action decisions that have been rendered within three years of the date of the request.

2. The parties understand that all Employee personnel records are subject to the provisions of the Privacy Act.

ARTICLE 14 - Furlough and Reduction in Force (RIF)

Section 14.1 – Furlough

1. The Union will be notified as soon as possible by the Employer of any plan to implement furloughs.

2. Furlough notices will include:

a. The reason for the furlough and the intent to return Employees to work as soon as possible;

b. The estimated length of the furlough (a furlough period can be for 30 consecutive calendar days or 22 nonconsecutive workdays; e.g., 1 day per week for 22 weeks); and

c. Inform the Employee of benefits that may be affected (e.g., how to continue insurance coverage) or available during the furlough (e.g., State unemployment).

3. An Employee may be authorized annual leave, sick leave, or compensatory leave during a period of furlough provided the furlough is not a result of a lack of funds.

4. Agency initiated furloughs shall be negotiated in accordance with Article 6.

30 Days or Less (22 Workdays)

5. Furloughs of thirty (30) days or less, particularly furloughs based on an emergency furlough requiring immediate curtailment of the Agency's activities where a twenty four (24) hour notice is not possible, to include an absence of appropriations by Congress, the following procedures will be followed:

a. Employees will be notified as far as possible in advance of such furlough. If Employees are on leave or TDY, they will be notified, when possible, prior to the beginning of their shift of the day of the required action.

- b. Whenever possible, Employees will be notified prior to the beginning of their shift on the day they are required to return to work unless a specific amount of days is included in the furlough notice.

6. Furloughs of thirty (30) days or less, the Employer will identify, by position, mission-essential personnel. Mission-essential Employees are those whose functions directly support readiness or are necessary to prevent disruption of essential operations related to mission accomplishment. Immediately upon initiating a furlough, Management shall provide the Union, in writing:

- a. The expected duration of the furlough.
- b. The criteria used to determine whether an employee is mission essential or non-mission essential.
- c. The designated point-of-contact for the furlough review committee.

7. Employees identified as “non-mission-essential” will be issued a notice to that effect for anticipated (or required) furloughs of thirty (30) days or less.

8. Furloughs in excess of 30 calendar days (22 workdays) are considered reductions-in-force.

Section 14.2 – Reduction-In-Force (RIF)

The Employer shall notify the Union, as early as possible, of any planned RIF to present its views and recommendation, and must be processed in accordance with Section 14.2, CNG FPR 351, and NGB TPR 300 (351).

ARTICLE 15 – MERIT SYSTEM

Section 15.1 - General Provisions

1. The selection of qualified applicants to fill vacancies within the CNG will be accomplished IAW CNG FPR 335.
2. The Employer agrees to provide Union Stewards training on merit selection procedures.
3. Whenever interview panels are convened to select candidates for a vacancy it is highly encouraged that a Union Official serves as an observer to mitigate the potential for complaints.

Section 15.2 - Intra-Agency Priority Placement of Over-Graded Employees

1. The Employer will maintain a Listing of all over-graded Employees entitled to grade retention as a result of RIF or reclassification action. Prior to announcing a position vacancy, the Employer will give first consideration to the re-promotion/placement of all over-graded Employees entitled to grade retention as a result of RIF or a reclassification of position, and who meet the full civilian and/or military qualifications of the position.

2. If the position is of equal or intervening grade and within the commuting area, first consideration will be afforded to those Employees who are fully qualified and within the commuting area. If there is more than one eligible Employee in a saved grade status, all candidates will be referred to the selecting official for consideration before the vacancy is announced for competition.

3. If the position is not within the commuting area and there are no over-graded Employees within the commuting area, the position will be offered to over-graded Employees outside the commuting area before the position is announced. If the Employee refuses the offer of a position outside the commuting area, grade and pay retention will continue if otherwise eligible.

4. The over-graded Employee's name will be removed from the priority placement roster at the expiration of the two-year retention period.

Section 15.3 - Area of Consideration

1. The Employer agrees that in order to maximize promotional opportunities for technicians within the California National Guard Technician Program, the area of consideration will normally be current CNG Technicians. However, depending on the circumstances, the area of consideration may be expanded or restricted.

ARTICLES 16 – ENVIRONMENTAL DIFFERENTIAL AND HAZARDOUS DUTY PAY (EDP & HDP)

Section 16.1 - Reduction of Hazardous Working Conditions

1. The Agency has as its objective the elimination or reduction to the lowest level possible of all hazards, physical hardships, and working conditions of an unusually severe nature.

2. The Employer shall provide the best possible work environment for the safety and well being of the Employee.

3. When an Agency's action does not overcome the unusually severe nature of the hazards, physical hardships, or working conditions, an environmental differential determination may be authorized.

4. Current conditions will always be considered in the assignment of duties.

5. When anyone identifies a condition that may warrant coverage under appropriate categories of Environmental Differential Pay (EDP) or Hazardous Duty Pay (HDP) they may initiate an EDP/HDP Situation Request IAW the applicable Agency Regulation.

6. Administration of this Plan will be in accordance with all applicable laws, rules and regulations.

7. The EDP/HDP work group will consist of the members as outlined in the Agency EDP/HDP Regulation. The Work Group will be conducted and will meet IAW Agency policy and regulation.

Section 16.2 - Hazardous Weather Conditions

1. The Parties agree that certain hazardous weather conditions (lightning, flooding, extreme heat, extreme cold, etc.) can create or contribute to unsafe work conditions. The parties further agree to monitor conditions, provide applicable specific training, and to work together to prevent unsafe actions and situations.

2. Safety standards for hazardous weather conditions will be done IAW OSHA guidelines.

Section 16.3 - Environmental Differential Pays (EDP)/ Hazardous Duty Pays (HDP)

EDP/HDP may be authorized IAW 5 CFR §532 and 5 CFR §550 respectively. All requests for EDP/HDP will be completed IAW applicable Agency regulation.

ARTICLE 17 - POSITION DESCRIPTIONS

Section 17.1 - Employee Awareness of Assigned Duties

1. A position description (PD) is a statement of major duties, responsibilities and supervisory relationships for a given position as required by the mission. Each Employee's PD will be maintained in the Supervisor's Work folder in accordance with CNG FPR 293.

2. A Supervisor in coordination with the Employee is responsible for ensuring that the duties and responsibilities of the current PD accurately reflect the work being performed by the Employee. Supervisors will review the PD with the Employee on an annual basis, usually in conjunction with their performance appraisal, or as requested by the Employee. New-hire Employees will be provided a current copy of their PD at their incoming briefing.

3. When a PD is determined to be inaccurate, is changed or updated the supervisor will coordinate with HR-Classification Specialist to determine whether the PD will require pen and ink changes, position review, or a new PD. Any of the aforementioned changes to a PD will be provided to the affected Employee(s). When a PD is changed, the Supervisor will take into consideration any new duties for which the Employee is not already qualified when conducting evaluations.

Section 17.2 - Other Duties as Assigned

1. The Parties agree that the phrase "other duties as assigned" as used in a PD simply establishes the principle that assignment of duties to Employees is not limited to the duties specifically described in the PD. The Employer may require an Employee to perform "other duties as assigned" on a temporary and infrequent basis.

2. "Other duties as assigned" does not apply to tasks which would otherwise be considered a detail, temporary promotion, or a reassignment, and may not include those duties that might result in injury to the Employee or fellow Employees due to a lack of knowledge of, or training for, the task.

3. "Other duties as assigned" should not exceed 25% of the time that an Employee is available to perform his primary duties (as outlined in their PD). Neither Management nor Employees shall abuse the use of "other duties as assigned." If an Employee is assigned duties of a higher pay grade for more than 30 days within a 120 day period, the Employee should be temporarily promoted IAW CNG FPR 335. Promotions exceeding 120 days shall be competitively announced or in accordance with current NGB guidance.

ARTICLE 18 – EMPLOYEE DEVELOPMENT AND TRAINING

Section 18.1 - Job Related Training and Qualifications

1. The Employer agrees to provide job related training and development for Employees, as necessary, to accomplish the mission of the California National Guard in an efficient manner, and to consider the Union's views and recommendations in developing programs relating to training of Employees. The Employer shall encourage and assist to secure training for all Employees, as appropriate, (to include re-certification training in specialized areas) that is consistent with the Employer's needs and in accordance with applicable laws and regulations. All Employees shall have an equal opportunity to participate in training.

2. The Parties recognize that changes in the work place will continue as technology, new techniques, material, and equipment are developed and employed. Each Employee is responsible for taking the initiative necessary to keep abreast of these changes.

3. Management agrees to extend every reasonable consideration to Employees for attendance at job related courses. Supervisors will provide information on courses that relates to improving the Employee's job performance, as applicable.

4. Any Employee who seeks training is required to submit a fully completed request for training. If approved, the signed Request will then be forwarded to the HRO.

Section 18.2 -Personal Development

1. Management encourages Employees to take advantage of the educational benefits that are available to them by virtue of their membership in the California National Guard.

2. To the greatest extent possible, and barring any disruption to the mission of the California National Guard, Management agrees to accommodate Employees pursuing a higher level education or certification, in a nationally recognized and accredited institution, such as a community college or university.

3. Management will work with the Employee to adjust his/her shift rotation or work schedule in

order to facilitate their education goals when possible.

4. Upon request, an Employee must provide evidence of active/continued enrollment in an accredited institution, satisfactory attendance, and progress in order to justify adjustments to work shifts or schedules.

ARTICLE 19 - EQUAL EMPLOYMENT OPPORTUNITY (EEO)

Section 19.1 – Policy

1. The Parties strongly endorse Equal Employment Opportunities (EEO) and Practices in accordance with Title VII of the Civil Rights Act of 1964.
2. The Parties agree to work together to ensure that all Employees are periodically informed of the Employer's EEO policy.

Section 19.2 – EEO Complaint Procedures

Any Employee who believes they have been discriminated against may file an EEO complaint IAW NGR (AR) 690-600/NGR (AF) 40-1614 and CNG FPR 930 or a grievance IAW Article 12, but not both.

Section 19.3 – Representation and Official Time

1. IAW NGR (AR) 690-600/NGR (AF) 40-1614 and CNG FPR 930 an Employee may elect representation in an EEO case.
2. An Employee's representative must be elected in writing. The appointed representative shall be allowed to attend all subsequent meetings, hearings, investigations, or discussions requiring the Employee to be present.
3. An Employee and his/her representative shall be given a reasonable amount of time to prepare and present a complaint or any subsequent appeal.

ARTICLE 20 - USE OF OFFICIAL FACILITIES & SERVICES

Section 20.1 - Meetings and VIP Visits

1. The Employer shall provide the Union with adequate space within each CA ARNG Activity to conduct Union meetings during non-work hours (before and after normal duty hours, and during lunch). The Union shall comply with all security rules applicable to the CA ARNG Activity. Requests for a meeting facility, if other than the designated Union office space, will be coordinated by a Union Official at that facility and a Management representative who has the authority to approve the use of the facility.

2. When the Union requests VIP guests be allowed to enter CA ARNG facilities, security and protocol require Management to be notified within a reasonable period of time (e.g. no less than 7 days).

Section 20.2 - Mail Service

E-Mail is authorized for use by the Union to conduct normal Union business.

Section 20.3 - Publications

1. The Employer will keep Employees informed of changes in services and benefits such as retirement seminars, Health Benefits, and Thrift Savings Plan, etc.
2. The Employer agrees to make electronically available to the Union and Employees for their use in review and research current policy directives, regulations, etc. relating to matters which affect personnel policies, practices, and working conditions. If there is a discrepancy in regards to the accuracy of the available publications, the union and supervisors will contact HRO Labor Relations.

Section 20.4 - Bulletin Boards

1. The Employer will provide space for a bulletin board for the exclusive use of the Union, where Employees congregate or pass in each installation or Activity that have Employees in the collective bargaining unit, for the posting of Union bulletins or notices.
2. Any such bulletin notices or literature posted or distributed must not violate any law, security, directive, or contain libelous material.
3. The Union agrees to maintain the bulletin board space provided in a neat and current manner.
4. All posting and maintenance of bulletin board space will be accomplished during rest breaks, lunch periods, and off duty time.
5. The Union will be responsible for the content of literature posted on the bulletin board.

Section 20.5 - Parking Spaces

The Employer will provide parking spaces on a first come, first serve basis.

Section 20.6 - Benefit Briefing

Concerning retirement benefits, the Employer and the Union agree attendance at these briefings are essential to a successful retirement. As such, the parties agree employee attendance should take place within the first 3 years after initial appointment and no later than 5 years prior to retirement.

Section 20.7 - Common Areas

1. Smoking/non-smoking areas for all indoor facilities shall be as established by law or regulations for State or government-wide Federal facilities, as the case may be.
2. Subject to funding and available space, personal lockers of adequate size, authorized by regulation, may be provided by the Employer daily for storing of uniforms and other personal items.

Section 20.8 - Agency Provided Union Resources

1. Use of government owned or leased vehicles may be authorized for Local representational functions for which official time has been authorized. Where government transportation is unavailable, use of privately owned vehicles may be authorized and mileage may be paid in accordance with applicable law, rule or regulation.
2. The Employer agrees to provide the Union an office at each CA ARNG Activity to conduct business in a manner consistent with this agreement. Should space restrictions preclude the designation of a separate office, an alternate suitable space shall be identified. The office or suitable space shall allow Union representatives the ability to maintain required files and records, which are sensitive and may contain Privacy Act data, and must be capable of being secured from access by unauthorized individuals.
3. Each office or suitable space will be furnished, at a minimum and when resources permit, with a desk, chair, and locking file-cabinet, a dedicated office extension, local telephone access, a computer terminal with LAN and public network access (internet), and printing capabilities to be used for representational use.

ARTICLE 21 – CIVILIAN TEMPORARY DUTY (TDY), TRAVEL, AND ASSIGNMENTS

Section 21.1 - General

1. The use of government quarters by civilian Employees during temporary duty (TDY) assignments, including assignments to a military post, camp, station, or depot owned and operated by the United States Government, may be required under certain conditions.
2. IAW JTR Volume II, use of government quarters by civilian Employees on TDY Status is not mandatory.
3. The Parties agree that Employees will use Defense Travel System (DTS) and Government Travel Card (GTC) for all official travel arrangements and related expenses. If an Employee is unable to qualify for a GTC, the Employee will receive a travel advance via DTS prior to departure on TDY.

Section 21.2 - Travel Entitlements

1. Travel and per diem will be paid IAW applicable law, rule, and regulation.
2. The Employer will notify Employees as far in advance as possible of TDY travel. An Employee may request to be excused from TDY under justifiable circumstances. If an Employee's request is denied, Management shall provide an Employee a written explanation.
3. Travel will be conducted in the most advantageous and prudent means available. The Employer will not require an Employee to use their privately owned vehicle (POV) for travel nor will an Employee be entitled to reimbursement for POV travel not previously approved and the most cost effective mode of transportation IAW the JTR and Agency policies.
4. In no case will TDY's be assigned to any Employee as a reward or punishment.

ARTICLE 22 - Performance Standards and Evaluations

Section 22.1 - Employee Performance

1. The CNG performance appraisal system will incorporate all the requirements of NGB Regulatory Guidance and CNG FPR 430 and 431.
2. The Incentive Awards Program will be managed IAW CNG FPR 451.

Section 22.2 - Actions Based On Unacceptable Performance

An indefinite or permanent Employee whose performance is unacceptable (Tier 1) is entitled to a performance improvement plan for a minimum of 90 days which informs the Employee of:

- a. The instances of unacceptable performance.
- b. The critical elements of the job standard which are unacceptable.
- c. How the Supervisor will assist the Employee in bringing his/her work up to acceptable standards.

ARTICLE 23 - Employee Assistance Program (EAP)

1. The current EAP policy can be found in the CNG FPR 820, Employee Assistance Program.
2. Employees may request the services available through EAP at any time.
3. Supervisors may refer Employees to EAP at any time; however participation in the program is strictly voluntary.

4. No disciplinary or adverse action will be taken as a result of using EAP. This extends to an Employee who self-discloses a personal medical/behavioral condition to his Supervisor.
5. This article does not limit management's right to take administrative action, especially in cases of illegal drug use or violations of the law.
6. Participation in rehabilitative programs shall be viewed favorably in consideration of disciplinary action against the Employee.

ARTICLE 24 - Outsourcing and Contracting Out

Section 24.1 - General

1. All parties agree that it is in the best interest of both Employees and Management to preserve technician manpower positions within the California National Guard (CNG). However, management has a right to contract out personnel and services under 5 USC §7106(a)(2)(B) in order to promote the efficiency of the Agency.
2. Upon request, management will provide justification on the decision to contract out personnel and services if it affects a bargaining unit employee position.

ARTICLE 25 - WAGE SURVEY

Section 25.1 - Employee Participation

The Parties recognize that valuable contributions can be made in regards to developing wage policies and in conducting wage surveys. When requested to do so by the Local Wage Survey Committee, the Employer and the Union will select Employees as data collectors, of the Local Wage Survey Committee on the basis of their qualifications to assist in the collection of wage data. Data Collectors must be dues paying members of Local 2163.

ARTICLE 26 - LABOR/MANAGEMENT COOPERATION

Section 26.1 - Joint Employer-Union Sponsored Training Sessions

The Employer and the Union agree to conduct joint Employer-Union training sessions upon request by either party. The training sessions may include training on the administration of this agreement, Alternate Dispute Resolution or Interest Based Bargaining methods. Training conducted will be on Official Time.

Section 26.2 - Labor/Management Relations (LMR) Training

1. An Employee who is an official or representative of a Labor Organization holding exclusive recognition may be granted official time in conjunction with attendance at a training session

sponsored by that organization, provided that the subject matter of such training is in the public interest and will benefit the Government, the Labor Organization, and the California National Guard.

2. Requests to be excused to attend Union sponsored training will be submitted, with justification to the Supervisor and HRO-Labor Relations, as soon as possible but no later than 14 days prior to the training session.

3. Approval/Disapproval notice will be returned by e-mail no later than 7 days prior to the training session.

4. Specific justification for approval of LMR Training is as follows:

- a. The name and title of the official or representative of the appropriate LIUNA Local.
- b. The name or title of the Union sponsored training session.
- c. The agenda of the Union sponsored training session, to include total number of hours.
- d. The specific dates of training.
- e. The total number of hours requested.
- f. Location of Training, i.e. facility and address.

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

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

7. When LMR training constitutes official business (i.e. training is in the public interest and benefits the Government, the Union, and the California Army National Guard, 5 USC §7131 (d)(2)) travel and per diem may be paid IAW appropriate law, rule or regulation.

Section 26.3 - Orientation of New Employees

1. At the time of their appointment, all new indefinite and permanent Employees will be informed by the Employer that the Union is the exclusive representative of all Employees in the Bargaining Unit.

2. Upon a new Employee's appointment into the Bargaining Unit, Management will allow a minimum of 15 minutes of Official Time to brief the new Employee on his/her rights as an Employee of the Federal Government, the Union's role in the workplace, and the membership benefits the Union has to offer.

Section 26.4 - Labor Management Partnership

The Employer and the Union agree to maintain the State level Labor Management Forum or

Council that implements the requirements of Executive Order 13522 issued by President Barack Obama. The Parties agree to continue this collaborative framework even in the absence of EO 13522.

ARTICLE 27 - POLICY LETTERS AND MEMORANDUMS AFFECTING CONDITIONS OF EMPLOYMENT AND EMPLOYEE CONDUCT

Section 27.1 - General

1. It is Management's right to establish, update, or rescind personnel policies affecting conditions of employment and conduct.
2. The Parties agree to participate in pre-decisional involvement and fulfill their obligations in Article 6.2 prior to implementation of policies and procedures that change conditions of employment.
3. Management will ensure that all personnel policies are readily available for Employees to review.

APPENDIX A

REQUEST FOR OFFICIAL TIME

REQUEST FOR OFFICIAL TIME
Nature of Business:
Destination:
Estimated amount of time needed:
Departure Date and Time from Workplace:
Return Date and Time to Workplace:
Union Representative Name (Printed):
Signature with Date and Time:
Supervisor Name (Printed):
Approval or Disapproval (Circle one): If Disapproved, why?
Supervisor Signature with Date and Time:

APPENDIX B
GRIEVANCE FORM

GRIEVANCE FORM	
Name of Grievant:	Date:
Unit/Site/Activity:	Section:
Name of Union Representative:	Rep Phone #:
Article and Section of Agreement Violated OR Nature of Grievance (Attach additional pages if necessary):	
Resolution Desired (Attach additional pages if necessary):	
<input type="checkbox"/> I want Union Representation	<input type="checkbox"/> I waive Union Representation
Signature of Employee:	
Signature of Union Representative:	
STEP 1	
Date Submitted:	
Date of Response:	
Resolved? Yes or No (circle one)	
Response Attached? Yes or No (circle one)	
Management Official (Print):	Management Official Signature and date:
STEP 2	
Date Submitted:	
Date of Response:	
Resolved? Yes or No (circle one)	
Response Attached? Yes or No (circle one)	
Management Official (Print):	Management Official Signature and date:
STEP 3	
Date Submitted:	
Date of Response:	
Resolved? Yes or No (circle one)	
Decision Attached? Yes or No (circle one)	
Management Official (Print):	Management Official Signature and date:
Name of Arbitrator (Print):	Date Submitted to Arbitration:

Signature Page

In witness thereof, the parties, The Adjutant General of the California National Guard, State of California, and the Laborers' International Union of North America (LIUNA) Local 2163, have entered into this agreement on 21st day of August, 2013.

On Behalf of the Union


David A. Ingles
Chief Negotiator, Business Manager
LIUNA Local 2163


Jesse H. Jimenez
Negotiator, Executive Board Member
LIUNA Local 2163


Brian T. Lawson
Negotiator, Executive Board Member
LIUNA Local 2163


Mauricio Rubi
Negotiator, Executive Board Member
LIUNA Local 2163


Bienvenido Banchs
Negotiator, Business Manager
LIUNA National Guard District Council


Ja'net R. Vallotton
Negotiator, Assistant to the Business Manager
LIUNA National Guard District Council

On Behalf of the Agency


Christopher J. Weaver
Chief Negotiator
California National Guard


Kimberley DeRouen Slaven
Negotiator
California National Guard


Mark Van Dyke
Negotiator
California National Guard


William H. Poppler
Negotiator
California National Guard


Daniel W. Pauley
Negotiator
California National Guard