

LABOR/MANAGEMENT AGREEMENT BETWEEN

ASSOCIATION OF CIVILIAN TECHNICIANS (ACT), CHAPTER 105

**146TH AIRLIFT WING
CALIFORNIA AIR NATIONAL GUARD
CHANNEL ISLAND, CALIFORNIA**

AND

THE ADJUTANT GENERAL, STATE MILITARY FORCES,

STATE OF CALIFORNIA

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PREAMBLE

a. Recognizing the benefits to be derived from a mutual interest in maintaining a strong California Air National Guard, (CA ANG) the Parties hereto assume the responsibility for encouraging all Practices which promote efficient operations. In fulfilling this responsibility, the Parties do affirm that all efforts will be made to insure a full day's work on the part of all employees in the unit, to improve the quality of workmanship, to encourage the submission of constructive work improvement and cost reduction ideas, to vigorously promote accident prevention and exert concerted effort to strengthen good relations between Management, employees and the local community.

b. The intent and purpose of this Agreement is to promote and improve the effectiveness and efficiency of the CA ANG at Channel Islands AGS, California, and the well-being of the employees thereof within the meaning of Public Law 95-454, and the Civil Service Reform Act (CSRA of 1978). The Parties hereto concur this purpose can best be accomplished by mutual interest and through the establishment of basic understanding relative to personnel policies and practices and matters affecting working conditions of employees in the unit.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE I GENERAL PROVISIONS

SECTION I PURPOSE

1-1 AGREEMENT

Pursuant to the policy set forth in Public Law, the following Articles constitute an Agreement by and between The Adjutant General, TAG, CA ANG, here in after referred to as the Employer, and Channel Islands Chapter 105, Association of Civilian Technicians (ACT), hereinafter referred to as the Labor Organization.

1-2 MUTUAL COVENANTS

This Agreement identifies the mutual covenants of the Parties hereto which have the intention and purpose to:

- a. Promote and improve the efficient administration of the CA ANG, 146th Airlift Wing (AW), and the well being of its employees within the meaning of Public Law.
- b. Provide for the highest degree of efficiency in the accomplishment of the mission of the Agency.
- c. To establish a basic understanding relative to personnel policy, practices and procedures and matters affecting other conditions of employment within the jurisdiction of TAG pertaining to 146th AW.
- d. To provide means for amicable discussion and adjustment to matters of mutual interest.
- e. Promote employee communications and information of personnel policy and procedures.

1-3 CONTRACT DISTRIBUTION

The Employer will cause a copy of this agreement to be printed (printing to occur approximately thirty (30) days after the effective date of the Agreement) and a copy furnished to each technician currently employed at the time the Agreement becomes effective, and furnish a copy of such Agreement during the effective time period of such Agreement to each technician subsequently hired. The cost of publishing the Agreement will be borne by the Employer.

1-4 SUPERVISOR TRAINING

The Employer will insure that supervisory personnel are briefed as to the provisions of this Agreement.

SECTION II - BARGAINING UNIT/EXCLUSIVE RECOGNITION

1-5 BARGAINING UNIT

It is recognized by the Employer that the ACT has been designated and selected by a majority of the Civilian Technicians employed by the 146th AW as their representative for purposes of exclusive recognition, and that pursuant to Public Law 95-454, the said Organization is the exclusive representative of all Civilian Technicians in the bargaining unit.

INCLUDED: All wage grade, (WG) and general schedule, (GS) Civilian Technicians employed by the Agency.

EXCLUDED: All managerial and supervisory technicians, to include those technicians involved with Federal personnel work in other than purely clerical capacity.

NOTE: In applying this paragraph, §7112 Public Law 95-454 pertaining to supervisors and others who must be excluded from the bargaining unit will prevail. Any changes to the bargaining unit, after the effective date of this Agreement, will be through mutual consent or a labor department clarification of unit.

1-6 APPLICATION

This Agreement, to include all articles herein, is applicable to all bargaining unit technicians, whether Labor Organization members or not.

1-7 SUPERVISORS LIST

A list of supervisory positions and names will be provided to the Labor Organization with changes as they occur through promotion or demotion.

1-8 GENDER REFERENCES

It is agreed that for the purpose of this Agreement, reference to the word "he" is intended to include both the masculine and feminine genders, unless otherwise specifically addressed therein.

SECTION III - CIVILIAN TECHNICIAN RIGHTS

1-9 PUBLIC LAW 95-454

Parties to this Agreement recognize that, "each employee shall have the right to form, join, or assist any labor Organization, or to refrain from such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right". Nothing in this Agreement shall require an employee to become or to remain a member of a Labor Organization, or to pay money to the Labor Organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions. In addition, the employee is not precluded from;

(a) being represented by an attorney or other representative, other than the Labor Organization, of the employee's own choosing; or

(b) exercising grievance or appellate rights established by law, rule or regulation except in cases of negotiated grievance or appeal procedure, negotiated within this Agreement.

1-10 EMPLOYEE PARTICIPATION

The Employer recognizes the right of employees to organize and express their views collectively or to refrain from such activity; that collective employee participation in the formulation and implementation of personnel policies affecting the employees contribute to the effective conduct of operations and the efficient administration, as well as the well being of its employees, require that orderly and constructive relationships be maintained. Employees in the bargaining unit will not be required to wear the military uniform while appearing as a grievant, witness before a third party proceeding, i.e., impasse, arbitration, Federal Labor Relations Authority (FLRA) or adverse action hearings.

SECTION IV - MANAGEMENT RIGHTS

1-11 PUBLIC LAW 95-454

Management officials of the Agency retain these rights, in accordance with applicable laws and regulations:

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

b. To hire, assign, direct, layoff and retain employees of the Employer, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees.

c. To assign work, to make determination with respect to contracting out, and to determine the personnel by which the Employer's operations shall be conducted.

d. With respect to filling positions, to make selection for appointments from:

- (1) Properly ranked and certified candidates for promotion; or
- (2) any other appropriate source.

e. To take whatever actions may be necessary to carry out the Agency mission during emergencies.

1-12 CONTRACT NEGOTIATIONS

Nothing in this Agreement shall preclude the Employer from negotiating with the Labor Organization on matters with respect to the mission of the Employer; its budget; its organization; the number of employees; and the number, types, and grades of positions of employees assigned to an organizational unit, work project or tour of duty; or the technology, methods and means of performing work.

1-13 NEGOTIATED PROCEDURES

Nothing in this Agreement shall preclude the parties from negotiating procedures which the Employer will observe in exercising any authority in carrying out of the above rights. Nothing in this Agreement precludes negotiating appropriate arrangements for employees adversely affected by the exercise of any authority of the above rights by the Employer.

SECTION V - LABOR ORGANIZATION RIGHTS AND DUTIES

1-14 EXCLUSIVE REPRESENTATIVE

The Labor Organization is the exclusive representative of the bargaining unit and is entitled to act for, and to negotiate Agreements covering, all Civilian Technicians in the bargaining unit. The Labor Organization is responsible for representing the interests of all Civilian Technicians of the bargaining unit it represents without discrimination and without regard to labor Organization membership.

1-15 REPRESENTATION RIGHTS

An exclusive representative of the local Labor Organization shall be given the opportunity to be represented at any formal discussion between one or more representatives concerning any grievance or any personnel policies or practices, or other general conditions of employment. An exclusive representative of the local Labor Organization shall be given the representatives concerning any grievance or any personnel policies or practices, or other general conditions of employment. An exclusive representative of the local Labor Organization shall be given the opportunity to be represented at any examination of an employee in the unit by a representative of the Employer in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee and if the employee requests the representation. The Employer's representative must advise the employee of the right to representation prior to any examination that may result in disciplinary action.

1-16 INDIVIDUAL RIGHT TO REPRESENTATION

A Civilian Technician is not precluded from;

- (a) being represented by an attorney or other representative, other than the Labor Organization, of the employees own choosing; or
- (b) exercising grievance or appellate rights established by law, rule or regulation; except in the case of grievance or appeal procedures negotiated within this Agreement.

1-17 TECHNICIAN RIGHTS

a. The Labor Organization will not interfere with, restrain, or coerce any employee in the exercise of their rights under law. The Labor Organization will not coerce, discipline, fine, or attempt to coerce a member of the Labor Organization as punishment, reprisal, or for the purpose of hindering or impeding the member's work performance or productivity as an employee, or the discharge of the member's duties as an employee.

b. The Labor Organization will not discriminate against an employee with regard to the terms or conditions of membership in the Labor Organization on the basis of race, color, creed, national origin, sex, age, political affiliation, marital status or handicapping condition.

1-18 PROHIBITED PRACTICES

The Labor Organization will not call or participate in, a strike, work stoppage, or slowdown, or in the picketing of the Employer in a labor/management dispute if such picketing interferes with the Agency's operations. The Labor Organization will not condone any activity described in this section by failing to take action to prevent or stop such activity.

1-19 CONTRACT ENFORCEMENT

The Labor Organization recognizes the joint responsibility with the Employer for the administration and enforcement of this Agreement.

1-20 INTERNAL LABOR ORGANIZATION BUSINESS

It is agreed that internal Labor Organization business such as soliciting membership, collecting dues, electing officers, meetings, posting and distributing literature will be conducted during nonduty hours of the employees involved.

1-21 BULLETIN BOARDS

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

a. On existing "consolidated" bulletin boards, sufficient space to allow for posting of Labor Organization material.

b. If sufficient space is not available or there is no "consolidated" bulletin board in the facility or building, the Labor Organization may place one bulletin board per building.

c. On other existing electronic bulletin boards and Closed Circuit Television (CCTV) as appropriate.

d. If a shop/work area does not have a bulletin board, wall space will be made available in a high visibility area for the purpose of identifying the shop steward. The Labor Organization agrees that if such additional space is required, agreement will be reached with the area supervisor(s) and the shop steward as to appropriate location, size and type.

1-22 COPIER USE

The Employer agrees to allow the Labor Organization use of existing copier equipment providing such use is limited to labor relations issues between the Parties.

1-23 DISTRIBUTION

A distribution box will be provided to the Labor Organization at the central distribution point.

ARTICLE II PERTINENT INFORMATION AND DIRECTIVES APPLICABLE TO THE EMPLOYER AND THE LABOR ORGANIZATION

2-1 EMPLOYER INFORMATION

The Employer agrees to place the Labor Organization on distribution for all pertinent Technician Personnel Regulations (TPR) and assure that additional policies and directives of the agencies National Guard Bureau (NGB) and Office of Personnel Management (OPM) are made available during normal duty hours.

2-2 LABOR ORGANIZATION INFORMATION

The Labor Organization agrees to provide the Employer with any pertinent labor/management relations directives that they receive.

2-3 TECHNICIAN MANNING DOCUMENT

The Employer agrees to furnish the Labor Organization, as changes occur, a copy of the applicable Technician Manning Document.

2-4 BARGAINING UNIT MEMBERS

The Employer agrees to supply the Labor Organization with a current list of names and business addresses of all bargaining unit members. The Labor Organization recognizes that it is responsible for maintaining the provided information. Current list to be provided to the Labor Organization, upon their written request to the Human Relations Office (HRO). Frequency of requests should be limited to an as-needed basis.

ARTICLE III LABOR ORGANIZATION SHOP STEWARDS

3-1 SHOP STEWARDS

The shop steward is an official labor Organization representative. The supervisor of the section concerned will consult with the steward designated for an area on any matter which will affect the conditions of employment. It is understood that the steward may speak for the employees of the section, but will not make decisions on contractual intent.

3-2 HEAD STEWARDS

Pursuant to this Agreement, the Labor Organization will designate head stewards in the following areas:

- a. Wing
- b. Logistics
- c. Operations

d. Support

3-3 NUMBER OF STEWARDS

Fourteen (14) additional stewards may be designated by the Labor Organization. The Labor Organization may designate a temporary steward in the event four (4) or more bargaining unit members are sent on temporary duty (TDY). This steward will be selected from the members going TDY.

a. Subject to mission requirements, stewards will have their option of shifts, provided their section is working shifts. Supervisors will be notified prior to establishment of a work schedule.

b. Stewards will have preference of using annual leave (AL) within the section. The steward will not override anyone who has previously scheduled AL.

3-4 LIST OF OFFICERS AND STEWARDS

The HRO will be furnished with a complete list of officers and stewards and their designated areas after each election or anytime a change occurs.

ARTICLE IV
LABOR ORGANIZATION BUSINESS OFFICE

4-1 OFFICE

The Employer will continue to provide the Labor Organization with an adequate office area.

4-2 TELEPHONE

Telephone service will be provided by the Employer. The Labor Organization is responsible for its own long distance charges.

4-3 ENVIRONMENTAL SUPPORT

The office space will be environmentally supported in the same manner as the rest of the building.

ARTICLE V
PAYROLL DEDUCTION

5-1 WITHHOLDING FORM

The Request for Payroll Deductions or Labor Organizational Dues, Standard Form (SF) 1187 for dues deduction will be supplied by the Labor Organization and will be used as the authorization of payroll deduction for dues.

5-2 PROCESSING

The completed SF 1187 will be given by the Labor Organization to the Civilian Pay Office (CPO).

a. The SF 1187 will be completed and certified as to the amount of withholding (.007 percent of base pay) and that the member has been advised of the contents of the form, and the individual's earliest date of dues revocation will be annotated on the form and initialed by the individual.

b. The SF 1187 may be submitted at any time. The effective date for withholding will start the first pay period beginning after the submission of the form to the CPO. Adjustments to dues allotments will occur within two (2) pay periods whenever the members rate of base pay changes.

c. An allotment shall be terminated when the employee leaves the bargaining unit as a result of any type of separation, transfer, or other personnel action; upon loss of exclusive recognition by the Labor Organization; when the Agreement providing for dues withholding is suspended or terminated by an appropriate authority outside Department of Defense (DOD); or when the employee has been suspended from the Labor Organization.

(1). When a technician is temporarily promoted or detailed to a position outside of the bargaining unit, the Employer agrees to automatically reinstate the due's withholding of the employee upon the employee's return to the bargaining unit.

(2). The Labor Organization agrees to provide the HRO with SF 1187 when requested.

(3). It is the individuals responsibility when temporarily assigned outside the bargaining unit to maintain dues payments, if the employee so desires, in order to protect labor Organization associated insurance or other Labor Organization benefits.

5-3 DUES LIST

A listing in two copies will be provided to the Labor Organization, of those persons from whom a payroll deduction was made. The listing will contain the name and Social Security Account Number (SSAN) of the technicians of the Labor Organization having current dues withholding allotments on file, the amount withheld from each member's pay, and a statement showing the total amount withheld. The remittance check and one copy of the listing will be forwarded to the mailing address as designated in writing by the Labor Organization.

5-4 DUES REVOCATION

The Employer agrees to provide the Labor Organization with copies of the Cancellation of Payroll Deduction for Labor Organizational Dues, SF 1188, for use in revoking dues allotments. These forms will be available in the Labor Organization office to those individuals wishing to revoke their dues withholding.

a. The individual will turn the completed standard form into the CPO.

b. The CPO shall date and initial all copies of the SF 1188 upon receipt from individual.

The second copy of the SF 1188 shall be forwarded by the CPO to the Labor Organization within three (3) working days after receipt of the signed form from the employee.

c. The first day of September shall be the annual dues revocation date established by this Agreement. All dues revocation forms must be received by the CPO not later than 15 August. Dues revocation shall not become effective until the first full pay period in September.

d. New members shall have the option of dues revocation on the first annual anniversary date after the employee's election to participate. Dues revocation form must be submitted to the CPO not later than the last work day in the month preceding the employee's anniversary date. Effective date of revocation will be the first full pay period after the anniversary date. After the first anniversary date, revocation may only be made in accordance with paragraph 4c above.

ARTICLE VI
OFFICIAL TIME FOR EXCLUSIVE REPRESENTATIVES

6-1 OFFICIAL TIME

Official time will be made available without loss of AL during normal duty hours for the Labor Organization representatives to carry on business that is of mutual interest to the employing Agency and the Labor Organization. Official time provisions encompass negotiations between an exclusive representative and an agency, regardless of whether such negotiations pertain to the negotiation or re-negotiation of a basic collective bargaining Agreement.

6-2 GRANTING OF OFFICIAL TIME

Official time will be granted in the following manner: The Labor Organization representatives will notify their immediate supervisor and obtain concurrence prior to leaving their assigned area. The supervisor must concur unless the mission of the section cannot be accomplished without the presence of that representative. The supervisor may delay the representative for only the length of time that the mission requires the presence of that representative. Official time provisions include, but shall not be limited to:

- (a) Stewards(s) conferring with employees and/or supervisors on grievances.
- (b) Labor management meetings will be held monthly, on a scheduled basis, with an agenda as necessary, to meet and confer, and/or bargain procedures and implementation of policies which affect working conditions or for the Labor Organization to make recommendations to Management. Additional meetings may be called by either Party, as required.
- (c) Preparatory time for prenegotiation, negotiation, appeal(s), grievances, complaints or scheduled meeting(s).
- (d) Travel time to and from prearranged meetings with TAG or other management officials. In accordance with applicable Joint Travel Regulations (JTR) the Labor Organization representatives will receive full travel and per diem allowances when these meetings are scheduled out of the representative's immediate area.
- (e) To prepare and maintain records and reports required of the Labor Organization by federal agencies. To maintain financial records and books required to complete Internal Revenue Service (IRS) reports.

6-3 STEWARDS TRAINING

The Labor Organization is authorized official time to train officers and shop stewards. Each position is authorized no more than four days of training per year for the duration of this Agreement. An officer may be granted administrative leave, for labor Organization sponsored training, or outside training programs. It is understood that this training will be of mutual benefit to Management and the employee as a representative of the Labor Organization. The Labor Organization will request this leave with supervisor's concurrence by letter, including the agenda of the training, for approval by the HRO.

6-4 CIVILIAN ATTIRE:

Labor Organization representatives are not required to wear the military uniform while performing representational functions or other Labor Organization activity-related functions. These functions include but are not limited to:

- a. While engaged in negotiations of any kind with Agency representatives.
- b. Labor/Management meetings with Agency representatives.
- c. Labor/Management seminars in State.
- d. Labor/Management seminars at commercial facilities sponsored or hosted by the National Office of the ACT, U. S. Department of Labor, DOD, Wage Fixing Authority, etc.
- e. Performing representational duties on behalf of bargaining unit members, to include investigations and complaints.
- f. When representing the Labor Organization on committees, at hearings, or at third-party proceedings.
- g. Employees in the bargaining unit will not be required to wear the military uniform, while:
 - (1) Processing a grievance at any step of the negotiated grievance procedure.
 - (2) Appearing as a grievance or witness in any third party proceeding.

ARTICLE VII WAGE-BOARD COMMITTEE REPRESENTATION

7-1 LABOR ORGANIZATION PARTICIPATION

The Employer agrees that representatives of the Labor Organization, if requested by the Local Wage Survey Committee, through the Employer, will participate in wage surveys.

ARTICLE VIII NEW EMPLOYEE COUNSELING PROCEDURES

8-1 PROCEDURE

The Employer will establish procedures to assure that a new employee will be counseled on all aspects of technician employment within one pay period after the effective date of employment.

8-2 CHECKLIST

- a. A checklist will be used to cover all items that each new technician must be made aware of.
- b. After the employee has been counseled, the employee and the counselor will sign the checklist and it will be filed in the technician's personnel records (at HRO) as a temporary document. Note: Temporary in this case means indefinitely.

8-3 NOTIFICATION

The Labor Organization will be notified in writing of all new employees, within three days of new employee counseling.

ARTICLE IX-WORK REQUIREMENTS

9-1 ADDITIONAL DUTY

The Employer will exercise its efforts in good faith, subject to requirements of efficient operations, to avoid establishing additional duty requirements that would create unnecessary hardships, potential health hazards or discrimination against any employee or group of employees.

ARTICLE X BASIC WORK WEEK - HOURS OF WORK

10-1 ADMINISTRATIVE WORK WEEK

The administrative work week is established as Tuesday through Friday with Tuesday as the first day.

10-2 BASIC WORK WEEK

The basic work week is established as the first forty (40) hours worked during the administrative work week by each technician.

10-3 SHIFTS

Standard shifts are established as being: A schedule, ten and one-half (10 1/2) hours in length with one-half (1/2) hour scheduled for lunch break. Each technician is authorized a one-half hour of duty free time for a lunch break each day. The lunch periods will normally be scheduled between 1030 and 1300. All bargaining unit members will be allowed to use any 30 minute period within this time frame, subject to mission requirements. It is understood that unscheduled events may disrupt this time, but this shall not be a continual (normal) practice. Shift workers normally will be allowed their 30 minute lunch break midpoint in the shift. Employees scheduled to work through their normal scheduled lunch period will have the option to reschedule the lunch period or take a lunch break of twenty (20) minutes or less within close proximity to their work station and be available for work assignments. Management will make every effort to coordinate the workload to allow the uninterrupted lunch break. If technicians are not allowed a one-half hour break, they will be released one-half hour prior to the end of the scheduled shift.

10-4 STANDARD SHIFTS

The following shifts are established as standard shifts. Supervisors and managers have the right to schedule their respective work areas on any of the listed shifts, with proper notice and after prior notice to the shop steward. The Employer retains the right to establish any other shift required, if mission requirements, or special projects dictate a needed change and after negotiation with the Labor Organization. Special shifts that need to be established for deployments and special operations for short times in duration may be established, provided such shifts do not exceed a two-week period.

SEE, Article 14-8.

10 hour four (4) DAY SHIFTS:

0600 - 1630 hours

0700 - 1730 hours

10-5 SPECIAL SHIFT ASSIGNMENTS

The Employer agrees that any employee who requests to work a specific shift because of personal and/or family problems (i.e. to attend educational classes, single parents, sickness in the family) may be granted special consideration in shift selection.

10-6 SHIFT CHANGE NOTIFICATION

Shift changes will be kept to a minimum. In the event of shift change technicians will be given as much advance notice as possible. Shift differential, if authorized, for original shift will be paid as applicable. A situation which imposes immediate and unforeseen work requirements as a result of natural phenomena or mission-related circumstances beyond the Employer's reasonable control or ability to anticipate, the Employer will notify the effected technician as soon as possible.

10-7 SHIFT REASSIGNMENT

Management will not remove, without cause, an individual, who has routinely worked a shift (either afternoons, days, rotating, etc.) from that shift unless that shift is abolished, or the shift-manning requirements change.

10-8 OVERTIME/COMPENSATORY TIME

Refer to Article 18-5.

10-9 STANDBY/BEEPERS

No standby at home in a non-pay status will be required of any technician. Employee's will not be required to carry or respond to "beepers" unless they are to be compensated. The rate will be for night standby two hours. Days off and holidays will be four hours and a minimum of two hours for any response. All time to be inclusive.

10-10 BREAK TIME

One fifteen (15) minute break period is authorized for each four hour period of continuous work.

10-11 PREMIUM PAY

All shift, holiday and Sunday premium pay will be paid as authorized by law, regulation or Technician Personnel Manual, (TPM).

ARTICLE XI
POSITION DESCRIPTION

11-1 POSITION DESCRIPTION

a. Position descriptions (PD) will be an accurate listing of the major duties that are required by the Employer to be performed by the affected technician(s). When a new or revised PD is implemented, the Labor Organization and the affected technician(s) will receive a copy.

b. An employee may request his supervisor, in writing, to initiate action to insure that a request is forwarded through channels to the HRO for a review of his duties and PD or pay grade for content, title and level when he believes that the duties and responsibilities of the PD are not in agreement with the duties assigned and performed.

c. The employee may obtain information relative to classification appeals and the regulatory procedures to be followed from the HRO. The Employer assures the employees of the right to appeal the correctness of the position classification without restraint, prejudice or reprisal.

11-2 OTHER DUTIES AS ASSIGNED

The term "other duties as assigned" as part of the PD is defined to mean, reasonably related duties to the job/position, and should be of the same level and classification that the individual is currently graded. This does not preclude Management from assigning additional, though unrelated, duties. If unrelated duties are assigned on a routine basis, the PD should be amended to include such duties. Work assignments shall not be in violation of prohibited personnel practices nor any relevant law, rule, regulation of this Agreement.

11-3 ADDITIONAL DUTIES AND DETAILS

It is acknowledged that there are vacancies that exist from time to time that are not or cannot be filled due to Management decisions; these duties may be equitably distributed among the remaining work force within the area of concern on a fair and equitable basis.

Refer to Article 12-2.

ARTICLE XII DETAILING OF TECHNICIANS

12-1 DEFINITION

a. A detail is an official personnel action temporarily assigning a technician to a different established or pending position for a specified period of time, with the technician returning to the original position at the conclusion of the detail.

b. Details are intended to meet temporary emergency workload situations, absences of employees, pending authorization and classification of new positions or other types of operational manpower needs that cannot be met by normal personnel placement actions.

12-2 PROCEDURE

Management realizes and acknowledges that details of technicians out of their specialty must be used in a judicious manner. Therefore the following procedures are established:

a. Qualified volunteers for details will be sought before non-volunteers are assigned.

b. When no volunteers or an inadequate number of volunteers are available, Management will make selection(s) based on mission requirements.

c. It is recognized that there may be isolated instances when Management cannot apply these procedures. In those instances, Management agrees to explain the circumstances to the affected employees.

12-3 RECORDING OF DETAILS:

Official details will be recorded on Standard Form 50 (SF-50) at the time the action occurs and maintained as a permanent record in the employee's Official Personnel File (OPF).

12-4 TEMPORARY PROMOTION

When the Employer requires the duties of a higher-grade position, or one with known promotion potential within the bargaining unit, to be performed for greater than 30 days, the assignment will become a temporary promotion, and the employee will be compensated at the higher rate of pay. A Request for Personnel Action, SF 52, will be submitted and approved for all temporary promotions.

12-5 JOB ENHANCEMENT

Management recognizes that assignments to higher grade position, duties, and/or training may ultimately lead to new or better job opportunities. Management will determine what qualifications are required based on the mission requirements of a particular training assignment. Qualified volunteers for training will be sought and accepted before non-volunteers are assigned. When no volunteers or an inadequate number of volunteers are available, Management will make selection(s) based on mission requirements. This procedure will apply to all the following situations:

- a. Appointment as permanent understudy.
- b. Detail of technicians for which no position is available but it can be anticipated that a full-time position will be forthcoming in the future.

ARTICLE XIII

JOB PERFORMANCE STANDARDS AND PERFORMANCE RATING

13-1 INTRODUCTION

The Employer and the Labor Organization recognize the vital nature of the performance evaluation process. The effectiveness of the performance evaluation system is a combined responsibility of each permanent employee and their supervisor.

13-2 APPRAISAL PERIOD

- a. Technicians will be given: (1) a TECHNICIAN (civilian) PERFORMANCE APPRAISAL, annually during the birth month. Supervisors will maintain a list of employees that they supervise which sets forth each employee's name, the employee's birth date and the date each employee's evaluations are to be/are completed. This list will be open for review upon the request of the employee or the shop steward.
- b. A minimum of one hundred twenty (120) days supervision is required before an appraisal can be rendered.
- c. Technicians will receive an appraisal under their old job standard when transferring jobs, at the time of the transfer, provided a minimum of 120 days has elapsed since the previous appraisal.
- d. When a major change (a change in any critical element) to the job standards occurs within 120 days before the anniversary date, the technician's appraisal will be based on the old standards.

e. A close-out performance appraisal will be rendered when there is a change in the immediate supervisor, provided that there are less than 120 days remaining within the appraisal period, after the appointment of the new supervisor.

13-3 IDENTIFICATION OF PERFORMANCE STANDARDS AND CRITICAL ELEMENTS:

a. NGB TPM 430, dated 1 October 1980, will be used as a guide in the development of performance standards and identification of critical elements.

b. The supervisor, with employee participation, will establish performance standards and critical elements that are an accurate reflection of duties to be performed, and then sign and date the Performance Standards and Critical Elements Form, NGB Form 430(T).

c. When a supervisor and technician cannot agree on critical job elements and performance standards, the reviewer (that individual available within the supervisory chain of command) participating with the appraiser will attempt to resolve any disagreement.

d. The employee has the right to grieve at any time the content of a performance standard which:

- (1) fails to incorporate law, rule, or regulation.
- (2) does not correspond to the PD.
- (3) fails to accurately reflect the actual duties performed.

e. A complete copy of the performance standard will be provided to the technician at the beginning of the new appraisal period and whenever a revision occurs.

f. It is encouraged that performance standards be established to include Excellent and Outstanding appraisal levels of performance that can clearly be distinguished from Fully Acceptable performance.

13-4 THE APPRAISAL

It is the responsibility of the Employer to ensure: the timely completion of both the job standard and the performance evaluation; that the evaluated employee receives the original of both documents; and that an accurate copy of each document is promptly forwarded to the HRO for placement in the employee's performance folder.

a. At the end of the appraisal period, the supervisor will review the technician's performance appraisal with the technician. The technician may question the appraiser on any aspect of the appraisal.

b. If the technician experiences a problem in receiving a timely performance evaluation or suspects an irregularity with any aspect of the performance-evaluation process, that employee is entitled to bring the matter to the supervisor's attention, contact the HRO performance system Point Of Contact, (POC) or the steward.

c. Appraisals will not be back dated. If an appraisal cannot be performed on time (during the 30 day period following the technician's birth month), the technician will be notified by the supervisor. This notification will include an explanation and a completion date for the late appraisal. When the late appraisal is accomplished, the actual date will be so noted.

d. A technician who receives a less than Fully Acceptable rating and is not satisfied with the appraisal may appeal to the State Impartial Review Board within 30 calendar days of receipt of the appraisal. The technician is entitled to Labor Organization representation anytime after receiving

the appraisal and during an appeal or when appearing before the Board. The Board shall be called to hear the technician's appeal and shall issue its report and recommendation, to TAG, within ten calendar days after conclusion of the hearing. TAG will issue his decision to the appellant within 15 calendar days of the Board issuing its recommendations.

13-5 APPRAISALS OF LABOR ORGANIZATION OFFICIALS:

The time spent by Labor Organization representatives in the performance of their representational duties should not be taken into account when accomplishing a performance appraisal. Rather, the performance appraisal will be based solely on performance of their officially assigned work.

13-6 PERIODIC COUNSELING:

For the purpose of this Agreement periodic counseling will occur at four-month intervals. Technicians will be periodically reminded of the critical job elements and expected performance standards of their positions, and will be informed when their performance is unacceptable in any element of the job. Technicians will be assisted in improving areas of unacceptable performance by counseling, increased supervisory assistance, or additional training.

a. Supervisors will be notified by the HRO no later than the end of the first week of the counseling month. The counseling will be accomplished not later than the last day of the scheduled counseling month.

b. The counseling date and subject matter will be documented on the Supervisor's Record of Technician Employment, NGB 904-1. The entry will be in pencil and initialed by both the employee and the supervisor conducting the counseling. The above procedure although time consuming, the benefits derived will ensure the employee(s) receives a fair and accurate assessment of their performance. These frank and open counseling should also maintain good supervisor and employee relations.

13-7 Performance Incentive Awards

Full-time technicians in the CA ANG could receive an annual monetary award based on performance. Employees attaining an Excellent or Outstanding performance rating could be considered for a cash award.

ARTICLE XIV TEMPORARY DUTY (TDY)

14-1 GENERAL

A TDY will be announced as soon as information on the assignment is available, but not less than 30 days before projected deployment. Selection of employees for TDY assignments will be based upon official necessity and qualifications of the individual to best perform the mission required without regard to sex, race, religion or national origin. So far as necessary in the full performance of their position duties, employees are responsible for responding to TDY assignments in the same manner as to duties at their permanent duty station. The Employer agrees to attempt to insure that problems created by TDY assignments will have a minimal impact on moral of the individual

technician. Information on the assignment will be made known on a continuing basis to the affected technicians as it becomes available.

14-2 STEWARD

The Labor Organization will be informed of the deployment requirements and kept updated. As soon as practical, a steward may be appointed by the Labor Organization in accordance with Article 3, paragraph 3. For the period of the TDY, that steward will be the Labor Organization POC. Contingent upon the appointment of a steward the Labor Organization is the POC.

14-3 ASSIGNMENT OF QUALIFIED TECHNICIANS

Management will determine what qualifications are required based on the mission requirements of a particular TDY assignment. Qualified volunteers for a TDY will be sought and accepted before non-volunteers are assigned. When no volunteers or an inadequate number of volunteers are available, Management will make selection(s) based on mission requirements.

14-4 STATUS

If preference of status is available, required leave status will be in accordance with Article 18 of this Agreement.

14-5 MODE OF TRANSPORTATION

Employees will use the method of transportation administratively authorized on travel orders as most advantages to the Government. Any additional cost or time resulting from use of a method of transportation other than specifically authorized will be the employee's responsibility. Travel by privately owned conveyance (POV) may be authorized when employees are engaged on official business. Travel by POV will not be directed but may be authorized at the Employer's discretion. When an employee uses a POV as a matter of personal preference while traveling, reimbursement will be in accordance with applicable regulations and JTR. Compensatory time gained will not exceed that of which is granted to employees traveling by government conveyance.

14-6 TRAVEL VOUCHERS

The employee will submit a Travel Voucher or Subvoucher (DD Form 1351-2) to the Accounting and Finance Office in all cases when travel is completed. The Voucher should be submitted within five (5) workdays after completion of travel. The filing of Travel Vouchers and time spent obtaining per diem/travel arrangements, may be accomplished while on duty status. A trained individual is available to advise/assist the technician with such Vouchers during normal duty hours.

14-7 TRAVEL ADVANCES

Automated Teller Machines (ATMs) will be used to provide employees with per diem.

14-8 WORK SCHEDULES

A proposed work schedule and schedule of events for the TDY will be posted a minimum of seven (7) days in advance if the information is available. Employee work schedules should reflect known work requirements of the TDY. If the employee is on any form of authorized leave status (military,

annual, or compensatory) during the TDY for the purpose of being in a military status, the leave is from the technician position and; therefore, the employee's work schedule should reflect the requirements of work had the employee not been scheduled for TDY. Work schedules will not be adjusted to avoid charging of military leave.

14-9 WORKING CONDITIONS

The Employer agrees that every reasonable effort will be made to insure that adequate numbers of technicians will support each TDY to insure the health, safety, welfare, and morale of each technician.

14-10 COMPENSATORY TIME

Time spent traveling (but not other time in travel status) away from the permanent duty station is "hours worked" when it cuts across the employee's workday. The time is not only "hours worked" on regular workdays during normal working hours, but also during the corresponding hours on non-workdays. Thus, if any employee regularly works from 0600 to 1630 from Tuesday through Friday, the time spent traveling during these hours is "hours worked" and the time spent traveling during corresponding hours on non-workdays (Saturday, Sunday, Monday and holidays) is also "hours worked" and the employee will receive compensatory time for these periods. Travel performed prior to 0600 and after 1630 would not be considered as "hours worked".

14-11 HOME STATION WORKLOAD

The Employer acknowledges that a TDY may create additional work loads for technicians who remain at home station. Every effort will be made to keep work loads and special details to a minimum.

14-12 PRUDENCE IN TRAVEL/ORDERS:

An employee on TDY will exercise the same care in incurring expenses and accomplishing a mission that a prudent person would exercise if traveling on personal business. TDY Orders will be prepared and delivered five working days in advance of departure. Civilian status TDY orders will reflect both the civilian and military grade of the individual concerned.

ARTICLE XV TRAVEL

15-1 AUTHORIZATION

All travel on military aircraft shall be by those employees and persons authorized to do so under DOD Directives 4515.13-R, which governs that type of travel.

15-2 PER DIEM

Per Diem for travel or TDY as a technician shall be paid at the maximum rate in accordance with the JTR, Volume II.

15-3 SPECIAL

Any person traveling by a mode of transportation other than the authorized means shall be paid only for the constructive cost of the mode that would have been provided by the transportation office including constructive per diem for travel by that mode. When the actual POV costs are less than the constructive costs, reimbursement will be in the amount of the actual costs. All other time used will be in an authorized-leave status. An employee with a medical certification shall not be required to travel by aircraft, and may use other methods of transportation, and is not bound by the above restrictions.

15-4 SEVEN DAYS NOTICE

Each employee shall be given a minimum of seven days notice of travel requirement, if possible.

ARTICLE XVI ENVIRONMENTAL DIFFERENTIAL PAY

16-1 EDP /HDP REQUESTS

Environmental differential pay (EDP) and hazard duty pay (HDP) requests will be handled in an expedient manner in accordance with TPM ANNEX-F.

16-2 EDP/HDP IN EFFECT

All differentials EDP/HDP PAY presently paid will remain in effect for the duration of this Agreement, or until it is agreed by the Parties that the hazard has been eliminated.

ARTICLE XVII HEALTH, SAFETY, AND WELFARE

17-1 GENERAL

a. The Employer will continue to make every reasonable effort to provide and maintain safe working conditions for technicians. The Labor Organization will cooperate to that end, and will encourage all technicians to work in a safe manner. It is further agreed that each employee has a primary responsibility for his own safety and an obligation to know and observe safety rules and practices as a measure of protection for himself and others. The supervisor has the responsibility to provide all safety equipment and proper training. Employees are responsible to use said safety equipment. The Employer will welcome, at any time, suggestions which offer practical ways of improving safety conditions. In the event working conditions are considered unsafe, an employee shall immediately notify their first level supervisor who shall, in turn, correct the deficiency or initiate a request for assistance or take appropriate actions as deemed necessary. If the supervisor is in doubt, he will immediately seek assistance and guidance from appropriate safety and technical personnel.

b. The Employer acknowledges an employee has the right to decline to carry out a task when the employee has a reasonable belief that "the task poses an imminent risk of death or serious bodily harm coupled with a reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting to supervisors".

c. The Employer agrees to make every effort to secure emergency medical aid and transportation for ill or injured employees.

d. The Employer agrees to make every reasonable effort to insure there are traditional standards of heat, ventilation, lighting and sanitary facilities commensurate with the task being performed at the work site.

17-2 OCCUPATIONAL SAFETY AND HEALTH COUNCIL

a. The Occupational Safety and Health (OSH) Council has been established to provide a forum for discussion of OSH problems and to make recommendations to the Commander on OSH related matters.

b. The Council will meet at least quarterly to discuss OSH problems and to resolve Hazard Reports, AF Form 457, that are not resolved at a lower level.

c. The Labor Organization will be notified of the Council agenda items that deal with employee orientated OSH matters or labor-submitted Hazard Reports.

d. Labor Organization representatives may be present during discussions of employee orientated or Labor Organization submitted Hazard Reports.

17-3 WORKMAN COMPENSATION

Employees shall immediately report job connected injuries or illness to their supervisor. The supervisor, with the employee, shall insure proper procedures are followed and that all necessary documents are completed. When the employee is incapacitated and unable to notify the supervisor of injury or illness, it shall be Management's responsibility to initiate required procedures as soon as they are aware an incident has occurred. Local processing of workman compensation claims will be coordinated with the HRO. In all situations involving federal workman compensation, the HRO is available to assist the employee and; if necessary, ensure all required procedures are accomplished. In the event of a workman compensation claim, Management will advise the employee as to their entitlements and obligations under the Employee's Federal Compensation Act.

17-4 EXTREME WEATHER

The Employer and the Labor Organization mutually recognize the hazards of working in extreme weather conditions, while at the same time, acknowledge the necessity for accomplishing certain tasks to varying extent even in the most extreme temperatures. It is acknowledged that it is the responsibility of each employee to insure the adequacy of cold weather gear worn and to make full and proper use of all such protective equipment prior to venturing out into extreme temperatures. Authorized foul/cold weather protective gear will be furnished by the Employer at no cost to the employees.

a. Management acknowledges that there are certain weather factors beyond which employees are incapable of performing sustained work.

b. It is realized that tolerance between individuals differ and that the type of outside work being accomplished affects the body heat generated by a worker, therefore, common sense must be applied.

17-5 TDY SAFETY

When technicians are sent to repair an aircraft or other equipment out of commission at other than home station, full consideration will be given by the Employer to the method, the means, and the appropriate number of personnel by which such repair should be accomplished, to insure both expeditious job accomplishment and safety of personnel.

17-6 SAFETY GLASSES AND PROTECTIVE CLOTHING

a. The Employer will furnish at no cost to the technicians safety-eye glasses to include prescription lenses to technicians who are required by medical prescription to wear glasses, upon furnishing a request and justification and upon approval of the base safety officer. The technician will furnish a current eye glass prescription or a new prescription as vision changes occur. All issued safety glasses broken on the job will be replaced at no cost to the technician. The individual may select either plain or tinted lenses.

b. All protective clothing and equipment authorized by applicable regulations and TA's, tables of allowances, will be provided by the Employer at no cost to any technician.

17-7 HAZARDOUS MATERIAL COMMUNICATION TRAINING PROGRAM

Hazardous material information and training will be made available in accordance with (IAW) current DOD directives and Air Force and Occupational Health (AFOSH) Standard Form, SF 161-21 Hazard Communication.

17-8 SAFETY SURVEY

A Labor Organization representative shall be given, on official time, the right to be present during any safety survey conducted by any agency or persons contracted by the Employer to conduct the surveys.

17-9 HAZARD REPORTING

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

b. Reportable hazards include, but are not limited to, unsafe procedures, practices, or conditions in the following areas:

- (1) Ground operation and maintenance of aircraft.
- (2) Ground operation and maintenance of vehicles.
- (3) Operation and maintenance of facilities.
- (4) Training and education programs.
- (5) Work environment.

c. Hazards should be reported to responsible supervisors so action can be taken. Oral reports for imminent danger situations are mandatory. In such situations the Base Safety Office will be immediately notified. If the hazard is eliminated on the spot, no further action is required. If the hazard is not or cannot be corrected within the work center, an appropriate Hazard Report will be prepared and given to the section supervisor. Hazard Reports may be submitted anonymously, directly to the Base Safety Office.

d. The Base Safety Office will review and evaluate the report IAW applicable directives.

e. If after review and processing of the report by the Base Safety Office the originator is not satisfied, the employee may appeal LAW with regulations or file a grievance.

NOTE: Applicable Safety Regulations are on file in the Base Safety Office and are available to all employees.

f. The term "imminent danger" means any conditions or practices in any work place which could reasonably be expected to cause death or serious physical harm (a risk of injury of any sort is not sufficient) immediately or before there is sufficient time for imminence of such danger to be eliminated through normal procedures.

(1) In the case of imminent danger situations, employees shall make reports by the most expeditious means available.

(2) The employee has the right to decline to perform assigned tasks because of a reasonable belief that, under the circumstances, the tasks pose an imminent risk of death or serious bodily harm, coupled with a reasonable belief that there is insufficient time to effectively seek corrective action through hazard reporting and abatement procedures. In these instances, the employee must report the situation to his supervisor or the next immediately available higher-level supervisor.

(3) If the supervisor believes the condition or corrected condition does pose an immediate danger, then Management shall request an inspection by the Base Safety Office as well as contact the Labor Organization, who shall be afforded the opportunity to be present at the time the inspection is made.

(4) Should the Base Safety Office decide the condition does not pose an immediate danger or if the supervisor gives the instruction to return to work, with or without attempted corrective action, the employee must choose between:

- (a) Setting aside his or her concerns and perform the work or;
- (b) Disobey the order and risk disciplinary action, for example,

insubordination.

17-10 PHYSICAL FITNESS

Excepted Technicians are authorized three hours per week of official time to participate in the physical fitness program in accordance with the established policy of the Employer.

ARTICLE XVIII LEAVE

18-1 GENERAL

California HRO Regulations, TPM, establishes the basic-leave policies for technicians of the CA ANG. No changes will be made by the Employer to any provision of the plan without first consulting and negotiating with the Labor Organization. The provisions of these Regulations are subject to this Negotiated Agreement.

8-2 ANNUAL LEAVE (AL)

a. AL will be administered on a uniform and equitable basis within the scope of applicable regulations.

(1) The supervisor agrees not to cancel previously approved leave except for reasons clearly essential to mission accomplishment. Such cancellation will be in writing to the affected employee indicating the basis of the cancellation.

(2) An employee may cancel previously requested leave at any time. However, when such canceled leave was previously scheduled through consideration of seniority, seniority need not be considered in the rescheduling of such leave.

b. Each technician will be allowed to schedule/use AL in the amount that will normally accrue during the current leave year. The Employer will make every reasonable effort to honor the leave requests for the employees. The only basis for refusal of AL is mission accomplishment. In situations where there are more employees requesting leave for a particular period than can be approved due to mission requirements, the Technician(s) with the greatest amount of seniority will be given preference.

c. **Unscheduled AL:** The employee will contact the supervisor before the start of the shift. The Employer agrees to grant the request for unscheduled AL, if possible, with regard to mission accomplishment. In situations where the employee finds it impossible to contact the supervisor, a two-hour grace period is in effect whereby no disciplinary action may be considered unless circumstances warrant. Notification that does not meet the two-hour criteria will be dealt with on a case-by-case basis. The supervisor may request documentation to substantiate an emergency.

d. AL will be charged to a technician's account in one-half hour increments.

e. A maximum of two hundred forty (240) hours of accumulated leave may be carried forward to the new-leave year without forfeiture. Individual requests for carry over of AL in excess of 240 hours will be accomplished in accordance with 5 Code of Federal Regulations, CFR 630. Supervisory recommendations to do so must be in writing and forwarded to the HRO 30 days prior to the end of the current-leave year.

f. Employees who are dissatisfied with the administration of their leave, may have the matter resolved under the grievance procedure established in this Agreement.

18-3 LEAVE TRANSFER

The Leave Transfer Program is a program to donate leave to another employee's sick leave account. When need arises, this Program will be implemented in accordance with applicable regulations current at the time the need exists. Changes to implementing instructions will be impact bargained.

18-4 SICK LEAVE (SL)

a. SL will be authorized only in bona fide cases and may be granted orally or may require acceptable evidence. It is the responsibility of the supervisor to ascertain whether absences are properly chargeable to SL. Medical certificates may be required under the following conditions:

(1) For absence in excess of three work days may require a medical certificate or an employee's signed statement certifying the period of illness may be accepted when it is unreasonable to require a medical certificate because of a shortage of physicians, remoteness of

locality, or illness that does not require the services of a physician. Employee's signed statement be provided to the employee's supervisor. A medical certificate must contain the following:

(a). The date(s) the employee was incapacitated for duty and the estimated date of return to duty.

(b). The doctor's name, address, and telephone number.

(c). Signature of the attending physician.

(2) For absences for short periods at frequent intervals whenever there is reason to believe that the SL privilege is being abused. In such cases, the technician will be advised in writing after counseling that a medical certificate will be required to support any future grants of SL regardless of duration.

b. SL is authorized upon request for all dental, optical, and doctor appointments including reasonable travel time as necessary for both local and non-local appointments.

c. Employees who may be required to provide care for an immediate family member with a contagious disease or sickness will be authorized SL. Should there be any question concerning whether a disease or illness is contagious within the meaning of the regulation or CFR FPM 630, a medical certificate stating that the disease/illness is contagious may be required to support the granting of SL.

d. Family Friendly Leave ACT (H.R. 4361) Employees will be authorized to use up to 40 hours of SL per year to care for a family member having an illness, injury, or other condition which, if the employee had such condition, would justify the use of SL by the employee and to make arrangements for, or to attend, the funeral of a family member. Employees who maintain a minimum SL balance of eighty (80) hours (after deducting the amount that will be used for family care or bereavement) may use up to sixty-four (64) additional hours SL, for a total of one hundred four (104) hours of SL.

18-5 COMPENSATORY TIME

a. Overtime pay is not authorized for National Guard Technicians. Compensatory time will be given to technicians on a hour-for-hour basis in accordance with applicable regulations. In the event a technician is called back, a minimum of two hours will be considered standard; the technician is encouraged to document or explain circumstances which would justify a greater amount of compensatory time.

b. Compensatory time may be used for performance of inactive duty training or active duty for training instead of AL or leave without pay (LWOP).

c. Technicians retiring or resigning must use accrued compensatory time prior to termination. Lump sum payment for unused compensatory time is not authorized.

d. Compensatory time will be administered between the supervisor and the individual concerned. Such time will be administered in the same manner as AL. Compensatory time should be taken within twenty-six (26) pay periods from the pay period in which it was earned. At the end of the twenty-sixth pay period in which it is earned, the compensatory time will be forfeited. It is the technicians' responsibility to request use of the compensatory time to avoid its loss

18-6 MATERNITY LEAVE

The Employer acknowledges that the basis for a reasonable length of maternity leave shall be determined by the employee and her doctor. This absence period may include a predelivery period, delivery, postnatal recovery period and bonding time. The employee may choose to use any combination of sick, annual, compensatory, or LWOP for maternity purposes. LWOP in excess of 30 days must be approved by HRO.

18-7 TRAUMATIC LEAVE

Civilian Technicians are entitled to a continuation of pay status (COP) for any covered traumatic injury or recovery period required by a doctor.

18-8 LEAVE WITHOUT PAY (LWOP)

LWOP is an approved absence without pay upon the employees' request. The Employer agrees to consider LWOP upon the request of the employee for situations such as;

1. Job-related training/education which would be of benefit to the agency.
2. Recovery from illness and/or disability.
3. Personal/family emergencies.

18-9 LEAVE FOR BLOOD DONATION

The Employer and the Labor Organization recognize the importance and humanitarian need for community blood donors. When community need for blood donors arise and work requirements allow for Employer donors to be released, the employee(s) will be in an excused absence. Depending on the community needs and consistent with safe medical practices, excused absences normally will not exceed four hours.

18-10 MILITARY LEAVE

Military leave is a special form of administrative leave granted to government employees for the purpose of performing military-duty/training on an annual basis. The Employer agrees that no employee may be required to use military leave, prior to use of other appropriate leave. Technicians are provided the option of using other available leave first or commingling types of leave. However, if other forms of leave are commingled with military leave, to the extent available, military leave must be used on weekends and holidays. It is recognized that the employee may carry over up to 15 days of unused military leave from one fiscal year to the next. Technicians have the potential of a maximum total of 30 days military leave for use during a fiscal year.

ARTICLE XIX LABOR ORGANIZATION OFFICIALS

LEAVE OF ABSENCE

The Employer agrees that when a sixty (60) day written notice is given, a technician in the unit who has been elected or appointed to an Association office, or as a delegate to an A.C.T. activity requiring an extended leave of absence, may be granted, with approval of the supervisor, AL and or LWOP. Such leave of absence shall not exceed one year for each application. The HRO will

provide written notification to the technician of approval or denial within 15 days of receipt of the written request for leave. The technician's rights and privileges will be protected under the provisions of the applicable portions of the FPM.

ARTICLE XX MERIT PROMOTION AND INTERNAL PLACEMENT

20-1 PURPOSE

To provide upward mobility for bargaining unit technicians by giving full consideration to the on-board Civilian Technician force. To provide procedures that will insure that each technician receives full consideration for all bargaining unit position vacancies for which they qualify. Management officials have a special responsibility for seeing that violations do not occur either by error or design.

20-2 OBJECTIVES

This Article will be used for filling bargaining unit vacancies that Management elects to fill in the excepted and competitive services of the CA ANG and will be used for all promotions and competitive reassignments in accordance with TPM ANNEX-A.

20-3 RELEASE OF SELECTEE

After selection for promotion/placement, technicians should be released promptly from their present position. Release will normally be within two weeks after the selection, either on the 1st day of the next pay period, or the fill date as specified on the vacancy announcement.

20-4 EXPIRATION OF REFERRAL CERTIFICATE

If the vacant position is not filled, the referral certificate, NGB Form 300-6, will remain in effect for one year; unless those on the certificate agree, in writing, to withdraw from the certificate.

20-5 RECORDS REQUIRED

Sufficient records are required to allow reconstruction of the placement action to provide for an evaluation of the merit-promotion/placement plan, for a clear record of the actions taken, for proof that the filling of technician vacancies are being made on a fair and equitable basis in accordance with this Article.

- a. The following records are to be maintained in the HRO:
 - (1) Copy of the vacancy announcement.
 - (2) Copy of NGB Form 300-6.
 - (3) Copy of all Applications for Federal Employment, SF 171, and attached documents.
 - (4) Forms used in the evaluation and rating process.
 - (5) Record of the "Stopper List" having been cleared (for competitive positions only).
- b. Records are to be maintained for a minimum of two years. If a grievance is pending, records will be maintained until resolution.

20-6 GRIEVANCES

a. A technician, who believes that proper procedures were not followed in a particular placement action for which they were an applicant, may present a grievance under the grievance procedures agreed to in this Contract. A grievance will not be considered when it is based solely on non-selection.

b. The Employer, upon written request, will submit to the Labor Organization the selection material utilized in assessing the qualifications of the eligible candidates in an alleged or formal promotion action. Confidentiality of selection material will be maintained by the Labor Organization.

c. If a grievance concerning merit promotion has been initiated, no action to cancel the vacancy announcement will take place until the grievance is resolved.

20-7 COMPREHENSIVENESS

This Article is designed to provide for the selection of bargaining unit positions in the most common-type promotion opportunities that will occur. There may be unusual cases presented. In this event, the negotiation teams will attempt to resolve the problems. See Article 24, Section 24-2.

20-8 INQUIRIES

Should a non-selected technician wish to know the possible reason(s) for non-selection, they may request an administrative review of their rating. The HRO and selecting supervisor will address the areas where improvement can be made to enhance the individual's promotion potential.

NOTE: The intent herein is not for the employee to grieve his non-selection but to provide the employee an awareness of potential weakness. This will not preclude an employee from filing a grievance under the provisions of Section 20-6 of this Article.

ARTICLE XXI DISCIPLINE

21-1 GENERAL

The Parties recognize that there are two types of disciplinary actions that may be taken against a technician, i.e. informal disciplinary action and formal disciplinary action. Disciplinary actions will be taken for the sole purpose of correction of offending technicians and problem situations and maintaining discipline and morale among other technicians. Where corrective action can be accomplished through closer supervision, training, or oral admonitions or warnings, formal disciplinary actions should not be taken. Normally, the concept of progressive discipline will be followed. A logical disciplinary sequence would include: counseling; warning; oral admonishment; letter of reprimand; suspension; etc.

21-2 INFORMAL DISCIPLINARY ACTIONS

a. Informal disciplinary actions consist of oral admonitions/counseling and is the first step in constructive discipline. An oral admonishment/counseling is an interview between a supervisor and a technician and, if so designated, the technician's representative. During the

interview, the technician will be advised of the specific infraction(s) and the date(s) of occurrence. The technician will be given an opportunity to provide an explanation of the event in question.

b. Notation of oral admonishment/counseling (date and subject) will be made by pencil entry on NGB Form 904-1 by the supervisor and will be initialed by the technician to verify the entry. Any such entry will be deleted after a one year period, providing it does not relate to a continuing problem. Because the information contained on NGB Form 904-1 is of a personal nature, access will be limited to appropriate management officials, the technician concerned, and to individuals whom the technician has given written permission; i.e., EEO counselor or labor representatives. All Informal Disciplinary Actions will be in accordance with TPR 752.

c. An appeal of an oral admonishment/counseling may be made through the negotiated grievance procedure. A successful grievance would cause any record of the admonishment/counseling to be deleted.

21-3 FORMAL DISCIPLINARY ACTIONS

a. Formal disciplinary actions consist of written reprimands, changes to lower grade, suspensions, and removals. Even though these actions constitute formal discipline, only suspension, change to lower grade and removal actions are considered adverse actions since they affect the pay and employment of a technician.

b. Written Reprimand. In accordance with TPR 752, a letter of reprimand is issued when oral admonishments have proven ineffective. Before disciplining a technician in this manner, a supervisor will gather available information and discuss it with the technician, informing him of the reason for the proposed action. After considering the technician's response, the supervisor will advise the technician of his/her decision either that the situation has been resolved or of his/her intention to proceed. If a letter of reprimand is decided upon, it must:

(1) Describe the offense in sufficient detail to enable the technician to understand why the reprimand is being given.

(2) Inform the technician that the letter will be filed as a temporary document in the OPF until a specific date. Retention period may not exceed three years.

(3) Inform the technician that he/she may file a grievance through the negotiated grievance procedures.

c. An appeal of a letter of reprimand may be made through the negotiated grievance procedures. A successful appeal would cause the reprimand to be withdrawn and any record of the reprimand to be deleted. Once the reprimand is withdrawn from the OPF, it may not be referenced as a previous disciplinary action, nor may it be used to support any later adverse action.

21-4 ADVERSE ACTIONS

a. Disciplinary Adverse Actions:

(1) Disciplinary adverse actions consist of change to lower grade, suspension and removal. It will be accomplished in accordance with TPR 752 and the provisions of this article.

(2) Appeals of disciplinary adverse actions will be forwarded to: The Adjutant General, ATTN: HRO, Box 37, 9800 Goethe Rd., Sacramento, CA 95826. TAG is the final

appeal authority for adverse actions taken against Excepted or Competitive technicians of the California National Guard. There are two types of appeals available to the technicians. An appellate review or administrative hearing. The technician may choose one or the other, but not both.

(a) Appellate review. The appeal will be submitted to TAG in accordance with TPR 752, who will issue the final, appellate decision.

(b) Administrative hearing. The request for an administrative hearing will be submitted in accordance with TPR 752. TAG, after reviewing the recommendation of the hearing examiner, will render the final decision. The technician and the technician's representative, if appropriate, will be furnished a copy of the hearing examiner's findings and recommendations.

21-5 STAY OF DISCIPLINARY ACTIONS

a. If a technician appeals a disciplinary or adverse action other than removal, through an applicable appeal procedure, the disciplinary or adverse action will be stayed pending the final decision of TAG. In the case of an original decision involving removal, the technician will be placed into a LWOP status following the original decision and will continue to receive applicable benefits for up to one year until a final decision is rendered by TAG.

b. The fact that an adverse action is being proposed does not in itself mean that the technician should not be allowed to continue performing his/her normal duties. However, if there is a reason to keep the technician away from his/her normal duties, the Employer may detail the technician to other duties.

c. When the Employer determines that the technician's presence at the worksite may not be in the Government's best interest, (i.e. criminal; felony charges or a danger to other technicians or government property) the technician may be placed in a non-duty pay status for all or part of the time it takes to process his/her appeal action.

21-6 NON-DISCIPLINARY ADVERSE ACTIONS

a. Non-disciplinary adverse action means a personnel action taken as a result of an administrative decision, such as a termination, furlough without pay, or the reduction in pay or compensation of a technician. The Parties recognize that this type of adverse action is not taken as a result of disciplinary action against a technician.

b. A technician may appeal certain non-disciplinary actions to TAG.

21-7 REPRESENTATION

If a technician believes that a formal discussion with a supervisor may lead to disciplinary or adverse action, the technician has a right to request representation. Technicians are entitled to qualified representation. In the event locally qualified representation is not available, coordination will be made on a case-by-case basis through the Association and HRO to obtain a qualified Association representative. If a technician requests representation, no further questioning will take place until the technician's representative is present, unless the technician subsequently waives in writing any representation,

21-8 RECORDS

a. In any disciplinary action an employee will, upon written request, be furnished a copy of all written documents in the Employer's files which contain evidence used by the Employer to support the disciplinary action, consistent with the Freedom of Information Act (FOIA).

b. No written entry will be made in an employee's files concerning disciplinary matters without the knowledge of the employee. The employee may initial the entry if desired. The employee's initials acknowledge that the employee KNOWS that an entry was made, but in no way may initialing the entry be considered as an agreement with the entry or an admission of guilt.

ARTICLE XXII GRIEVANCE PROCEDURES

22-1 GENERAL

Civilian Technicians within the bargaining unit are required to use this agreed to grievance procedure as the sole means of resolving all complaints covered by this Article. The employee retains the right to request Labor Organization representation in the grievance procedure or to decline such representation. If the technician chooses not to have representation, that waiver must be in writing. The Labor Organization will be served a copy of this waiver. However, the Labor Organization will be given the opportunity to have a representative present during all grievance proceedings to ensure that the adjustments of the grievance are not inconsistent with the terms of the Agreement. A grievance will be formally presented, normally not later than ninety (90) days after the grievance took place or the individual becomes aware of the events that constitute the grievance, whichever is later. Either Party may seek interpretation of the meaning or intent of the Agreement from representatives of the negotiating teams.

22-2 DEFINITIONS

A grievance is:

a. Any complaint by any employee concerning any matter relating to the employment of the employee.

b. Any complaint by the Labor Organization concerning any matter relating to the employment of any employee.

c. Any complaint by any employee, the Labor Organization, or agency concerning:
(1) The effect of interpretation, or a claim of breach of the collective bargaining Agreement; or
(2) Any claimed violation, misinterpretation, or misapplication of any law, rule or regulation affecting conditions of employment.

22-3 REPRESENTATION

The Labor Organization is assured the right to represent itself and/or each and any employee in the bargaining unit in the presentation and processing of any grievance.

22-4 EXCLUSIONS

It is agreed that this negotiated procedure is a full coverage procedure except for those matters specifically excluded by law (PL 95-454) from the coverage of this Agreement. Matters excluded from the negotiated grievance procedure are:

- a. Any claimed violation relating to prohibited political activities (Hatch Act Violations).
- b. Retirement, life insurance, or health insurance.
- c. A suspension or removal under Para. 7532 (National Security) of Title 5, U.S.C.
- d. Any examination, certification, or appointment.
- e. The classification of any position which does not result in the reduction in grade or pay of an employee. This matter may be appealed under other procedures. For GS employees TPR 500 (511.6); for WG employees TPR 531-1. S7, (531-1) are the applicable references.
- f. An Equal Employment Opportunity (EEO) compliant.
- g. Actions taken pursuant to the provisions of Public Law 90-486 Sec 709 (e) 11-6

22-5 EXCLUSIVE PROCEDURE

The Employer and the Labor Organization agree that the negotiated procedure is the exclusive procedure available to the Labor Organization and the employee(s) in the bargaining unit for processing of any grievance.

22-6 EMPLOYEE RIGHTS

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

22-7 GRIEVANCE FILE

A grievance file will be maintained by the HRO-LR

22-8 PRESENTING A GRIEVANCE

- a. A grievance must be presented using the agreed to grievance form which is included as part of this Article.
- b. The Labor Organization has the right, on its own behalf or on the be-half of the bargaining unit employee(s), to present and process grievances.
- c. If an employee or group of employees elect to present their grievance without the assistance of the Labor Organization, adjustments of the grievance may not be inconsistent with the provisions of this Agreement.
- d. The appropriate supervisor or manager involved will notify the Labor Organization of grievance proceedings and inform them of the time and place of such proceedings. The POC will be a chapter officer.

22-9 OFFICIAL TIME

A reasonable amount of official time, without charge to leave, will be afforded in accordance with the following:

- a. To the employee to discuss, informally, with his/her first line supervisor and/or their Labor Organization representative, any dissatisfaction the employee may have.
- b. To a Labor Organization representative to discuss informally or formally with the appropriate management official any complaint the Labor Organization may have concerning matters under this Agreement.
- c. To the employee and the designated Labor Organization representative for preparing and presenting the grievance.

22-10 FORMAL GRIEVANCE

- a. It is agreed that setting of problems may be accomplished verbally before becoming formal. At this informal stage, the employee and the representative will meet with the supervisor/manager concerned and an attempt will be made to resolve the issue(s) that caused the grievance. This step is encouraged by both the Employer and the Labor Organization.
- b. If a settlement cannot verbally be agreed to, the following procedure will be utilized:

STEP 1

The grievance will be prepared, in writing, utilizing the agreed to form. The grievance will be presented to the appropriate directorate. An information copy of the grievance will be forwarded to the HRO. The grievance and information will be discussed at the time of presentation of the grievance. The directorate will provide a determination of settlement, in writing, to the individual and the Labor Organization within seven working days.

STEP 2

If the grievant is dissatisfied with the settlement offered at step one, an appeal may be made to TAG within 15 working days. A decision, in writing, will be rendered within 15 working days to the grievant and the Labor Organization.

22-11 LABOR ORGANIZATION GRIEVANCE

- a. Labor Organization initiated grievances will name the Air Commander as respondent. The Labor Organization agrees to consider an attempt to informally resolve the grievance at an appropriate level prior to formal presentation.
- b. The following procedures will be utilized for all Labor Organization grievances.

STEP 1

The grievance will be prepared, in writing, and submitted to the Air Commander. The event(s) leading to the grievance will be discussed with the Air Commander at the time of the presentation of the grievance. An information copy of the grievance, as received, will be forwarded to the HRO. The Air Commander will provide a decision, in writing, within seven working days, to the Labor Organization Chapter President.

STEP 2

If the Labor Organization is dissatisfied with the decision of the Air Commander, an appeal will be forwarded to TAG within 15 working days. If TAG does not sustain the grievance; a reason, in writing, will be provided to the Labor Organization.

22-12 RIGHT TO INFORMATION

Upon request and subject to law, rule or regulation Management will supply the Labor Organization with any investigation reports and/or documents used in the original action when denying a grievance. This is to insure the Labor Organization has all the necessary information for a determination to invoke or not invoke the provisions of paragraph 21-6.

22-13 ARBITRATION PROCEDURES

- a. Arbitration may be used to settle unresolved grievances.
- b. Only the Labor Organization or the Employer may invoke the provisions of this Section.
- c. If either Party questions the arbitrability of a matter because of alleged conflicts with applicable existing law or circumstance(s), the arbitrator will simultaneously hear the question of arbitrability and the merit(s) of the case. The arbitrator will then rule on the question of arbitrability and, when applicable, the subsequent question(s) on the merits of the case.

22-14 ARBITRATOR SELECTION

When arbitration is invoked, the party invoking arbitration may request a list of seven arbitrators from the Federal Mediation and Conciliation Service (FMCS) and concurrently inform the other party of its intent. Within seven working days of receiving the list, both Parties shall meet to select an arbitrator. If agreement cannot be reached regarding the selection of an arbitrator, then the Parties will alternately strike the names from the list until only one name remains. The individual's name remaining will be duly selected to hear the grievance. The Parties agree that if the selected arbitrator is unavailable to hear the grievance within 30 days, the Parties may select a new arbitrator using the above procedures. If either party fails to participate in the selection process, the arbitration action will proceed with the requesting party accomplishing the selection.

NOTE: If the chosen arbitrator cannot hear the case within 30 days, the intent of Section 21-14 is to allow the Parties to select from the remaining names on the list or request a list of seven additional names.

22-15 ARBITRATION EXPENSES

Expenses incurred for the arbitrator will be shared equally by the Employer and the Labor Organization. If a transcript is required or used during the arbitration proceedings, Management/Labor Organization agrees to pay for any costs that might be incurred equally. Upon request, a copy of the transcript will be provided to the Labor Organization with no charge.

22-16 DATE AND LOCATION

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

22-17 FLRA EXCEPTIONS

The Parties understand the FLRA has promulgated regulations providing for filing of exceptions to an arbitrator's award. The period for filing of exceptions is not later than 30 days from the date the award is served on the Parties. The date of service is the date the arbitration award is deposited in the U.S. mail or is delivered in person. It is understood that if no exceptions to an award are filed during this 30 day period, the award shall be final, binding and effective on the 30-first (31st) day.

22-18 COMPLIANCE

Certificate of compliance with the decision of the arbitrator, to include corrective action where appropriate, shall be provided to the other Party as soon as practical.

ARTICLE XXIII
RADIOS AND TELEVISIONS IN WORK AREAS

23-1 RADIOS AND TELEVISION

The Employer agrees to allow the playing of radios and televisions in work areas, i.e., shops, warehouse, and offices, with discretion, as long as they are played in such a manner as not to disturb work or cause a noise disturbance.

ARTICLE XXIV
IMPACT BARGAINING

24-1 PURPOSE

Prior to implementation of any event that could adversely affect one or more members of the bargaining unit, Management will negotiate with the Labor Organization appropriate arrangements regarding the impact of the event(s). Such negotiations will take place prior to any announcement of the proposed Management action which could adversely affect a bargaining unit member's condition of employment.

24-2 APPROPRIATE MATTERS FOR IMPACT AND IMPLEMENTATION BARGAINING

Matters appropriate for negotiations and or consultation between the Parties shall include, but are not limited to, personnel policies, practices and matters which affect working conditions, to include such matters as safety, labor/management cooperation, employee services, methods of grievance adjustments, appeals, granting/denial of leave, promotion plans, demotion practices, reduction-in-force (RIF) procedures, hours of work and TDY assignment procedures.

24-3 CHANGES AFFECTING WORKING CONDITIONS

Management agrees to hand deliver to a Labor Organization official draft copies of appropriate regulations/policies affecting working conditions for review prior to implementation. If the Labor Organization desires formal discussion concerning contents of the drafts, Management should be contacted within five working days after receipt to establish a meeting time/place to discuss the matter.

24-4 MEETINGS

a. Upon notification by the Labor Organization, Management agrees to meet and confer as soon as practicable; date and time will be by mutual consent.

b. The Employer and the Labor Organization agree to render decisions on issues not resolved at the meetings within four working days unless it is mutually agreed otherwise.

c. Consistent with the above, and within the authority to do so, the Employer agrees not to make changes in personnel policies, practices and working conditions, without prior negotiations/consultations with the Labor Organization.

ARTICLE XXV

RIF

25-1 GENERAL:

TAG is responsible for implementing a RIF.

25-2 PROCEDURES

Procedures relating to RIF will be governed by provisions of NGB Regulation TPR 351 and Public Law 95-454. The detailed procedure to effectuate this Article will be in accordance with Article 24 (IMPACT BARGAINING) of the Labor/Management Agreement. Further it is agreed between the Parties that procedures used by Management officials in exercising their authority are negotiable and to that extent TAG in recognizing the responsibility of the Labor Organization to represent the bargaining unit, agrees to negotiate appropriate arrangements for the bargaining unit adversely effected by implementation of this Article.

25-3 DEFINITIONS

a. RIF: RIF occurs when a technician is released from a competitive level by separation, change to lower grade, furlough for more than 30 days, or reassignment involving displacement of another technician, when lack of work or funds, reorganization, reclassification due to change of duties, or the need to make a place for a person exercising reemployment or restoration rights requires the agency to release the technician.

b. Competitive Areas: The competitive area is established as the total bargaining unit work force for all CA ANG bargaining unit members. At the time a RIF notification is received, impact bargaining will take place to determine that portion of the bargaining unit effected.

c. Competitive Levels:

(1) A competitive level consists of all positions within a competitive area, which are in the same grade, same service (Excepted or Competitive) and are so alike in qualification requirements, duties, and responsibilities that the incumbents can be moved from one position to another without undue interruption to the work program.

(2) Supervisory positions will not be placed in the same competitive level as bargaining unit employees.

(3) During a RIF, non-bargaining unit technicians may compete with bargaining unit technicians for bargaining unit positions. During RIF, non-technician employees will not compete with bargaining unit technicians for bargaining unit positions..

d. Tenure Groups: Technicians are divided into three Tenure Groups:

Group I - Technicians under permanent appointment who are not serving on probation or trial periods.

Group II - Technicians serving on probation or trial periods.

Group III - Technicians who have been given indefinite appointments in the excepted service (Temporary Employees)

e. Retention Registers: A record that lists technicians in descending order, within their competitive levels, starting with the technician with the highest score first.

(1) A technician retention standing will be computed using the average score of the last three official performance appraisals. For example, a technician may have received a performance rating score of -3-(1991), -3-(1992) and -1-(1993). Divide the total score of all three appraisals (7) by 3 which equates to 2.33. The technician's score of 2.33 will then be placed on the retention register.

NOTE: The following table is established to reconcile the appraisal rating system established by the NGB. This table assimilates the difference between agency regulations TPM 430 and TPR 351.

90 through 100	= 5
70 through 89	= 4
40 through 69	= 3
11 through 39	= 2
0 through 10	= 1

Technicians who do not have three current appraisals on file will be credited with a Fully Acceptable (3) rating for any missing appraisals.

(2) The Service Computation Date (SCD) will be used as a tie-breaker when two or more technicians in the same tenure group have the same retention score. The Technician Service Date (TSD) will be used as a further tie-breaker if required.

(3) Once authority for a RIF has been received, receipt of a new performance appraisal or military appraisal will not affect the technicians standing in the current RIF.

(4) Technicians with an overall performance rating of Unacceptable may only compete with or displace other technicians with Unacceptable performance appraisals.

25-4 HRO RESPONSIBILITIES

a. Meet with the Labor Organization to explain the need for a RIF, upon request provide all documents and correspondence received, relative to the RIF action. The Parties will then negotiate the appropriate procedures to be used.

b. After impact bargaining with the Labor Organization, notification of the RIF will be in the form of a posted written general notice as far in advance as possible. In any case, however, the notice will not be less than 120 days in advance. The general notice will contain as a minimum:

- (1) The established agreed to competitive area.
- (2) The established date appraisals are to be/have been frozen.

(3) The date personnel actions are frozen, i.e. reassignments, promotions, hiring, etc.

(4) POC for program counseling.

(5) Established date and times for appropriate separation briefings, etc.

c. Screen the manning documents to determine which vacancies will be needed for placement action.

d. Develop an aggressive placement program to include contact with other states, local federal activities, local government and private employers.

e. A separate written notice will be given to each affected technician to be RIF'd at least sixty (60) days prior to the effective date of the action. This notice will state specific actions and known alternatives to be offered to the individual.

25-5 RIF PROCEDURAL ENHANCEMENT COMMITTEE:

The Parties mutually agree to form a committee comprised of three Management officials and three Labor Organization officials. The purpose of the committee will be to study and recommend appropriate arrangements to be utilized should the implementation of this Article become necessary. The Parties agree to formulate the committee within forty-five (45) days from the date of approval of this Agreement.

ARTICLE XXVI EMPLOYEE PROGRAMS

26-1 GENERAL

The Parties recognize the importance of programs established for the welfare of employees. The Employer and the Labor Organization agree to encourage employee participation in appropriate programs.

26-2 OBJECTIVES

The objective of the Employee Assistance Program (EAP) is to identify and assist employees with behavioral or personal problems which impact upon work performance or disrupt interpersonal relations with other employees in the immediate work environment.

26-3 APPLICABLE DIRECTIVES

The following regulations provide guidance for these programs. These plans will be the sole criteria to be used in all employee assistance actions in accordance with TPM ANNEX-G

ARTICLE XXVII
CLASSIFICATION ACTIONS

27-1 GENERAL

It is agreed that before Management assigns an effective date for any downgrade resulting from reclassification, Management will, after impact bargaining with the Labor Organization, provide the affected technician with:

- a. A notice, no less than 30 days in advance of the effective date, with a copy of the new PD or the current PD if no changes are being effected.
- b. Make available the OPM - Civil Service Classification Standards that the position was graded by.
- c. Further information, knowledge and assistance on rights and appeal preparation.

NOTE: An effective date will not be established until each of the above provisions are met.

27-2 RECLASSIFICATION DOWNGRADE

a. If any position is downgraded with a substantial change of duties and job number, such action will be considered a RIF and existing contract RIF procedures (Article 25) will apply. In all other cases, downgrades resulting from reclassification will be considered as classification actions.

b. No personnel actions resulting directly from downgrading/RIF will be taken until Management and the Labor Organization negotiate the impact of the proposed action(s). The Parties will meet within one week after advance notice of the action(s) is provided to the Labor Organization.

c. No individual will be downgraded until an on-site classification desk audit of the duties being performed, has been accomplished by the HRO and immediate supervisor. This audit shall take place before the effective date of the proposed action(s). The annual PD review shall not fulfill the requirements of this desk audit.

d. The Employer will not utilize classification actions for the purpose of either awards or punishment.

27-3 GRADE RETENTION

During the grade retention period (two years) if a vacancy of equal or intervening grades exists for which the technician is fully qualified, the technician may be offered the position. If there is more than one fully qualified eligible technician in grade retention, the internal placement plan will be utilized. For any other positions that become available that no one on the retention roster is fully qualified for, the merit promotion plan will be utilized. The people on the retention roster shall be given priority consideration.

ARTICLE XXVIII
EEO PROGRAM

28-1 POLICY

The CA ANG Technician EEO Affirmative Action Plan establishes the requirements of national policy and federal law. It assures equal employment, development, promotion and treatment of the National Guard Technicians. The Employer and the Labor Organization agree to cooperate to the fullest in providing EEO for all qualified applicants and technicians and to prohibit discrimination because of age, race, color, creed, sex, national origin or handicap. Both Parties agree to promote and support all programs for EEO through a positive and continuing effort.

28-2 EEO COMPLAINT PROCEDURES

Any technician who believes they have been discriminated against in any matter because of race, color, religion, sex, age, national origin or handicap may file an EEO complaint through the statutory procedures by contacting a designated EEO counselor for that specific area within 45 calendar days of the occurrence.

28-3 COMPLAINTS ALLEGING SEXUAL HARASSMENT

- a. The Employer and the Labor Organization agree that sexual harassment in the workplace will not be condoned.
- b. Reported cases of sexual harassment will receive prompt and positive action.
- c. Any technician who feels they have been the victim of sexual harassment may file a complaint through the statutory procedure by contacting an EEO counselor within 45 days of the occurrence.

ARTICLE XXIX
AGREEMENT ADMINISTRATION

29-1 EFFECTIVE DATE

The effective date of this Agreement shall be after execution by the Parties and approval by the Agency. Both dates will be made part of the Agreement prior to distribution.

29-2 AGENCY APPROVAL

- a. The head of the Agency shall approve the Agreement within 30 days from the date the Agreement is executed by the Parties if the Agreement is in accordance with the provisions of applicable law, rule, or regulation.
- b. If the Agency does not approve or disapprove the Agreement within the 30 day period, the Agreement shall take effect and be binding on the Employer and the Association subject to the provisions of applicable law, rule, or regulation.
- c. In the event that a particular Article or Section of an article is not approved by the Agency, the remainder of the Agreement shall take effect as provided by law. The articles or sections of an article not approved by the Agency shall later be incorporated as negotiations or appropriate remedies dictate and subsequent approved by the Agency.

29-3 AGREEMENT DURATION

This Agreement will remain in effect for three years from the date of approval by the Agency, or, under the provisions of PL 95-454, section 7114, (c) (3) whichever is applicable.

29-4 AGREEMENT PRECEDENCE

Upon approval, this Agreement takes precedent over any conflicting versions in Agency regulations which predate, as well as, postdate this Agreement. This Agreement is according to law. Only changes in the law will change this Contract. Policy or procedural changes do not change provisions of this Contract. All TPM references are dated 28 Sept. 89 and ANNEX(s) prior to execution of this Contract.

29-5 AGREEMENT AMENDMENTS/SUPPLEMENTS

a. This Agreement may be subject to amendments or supplements by the Parties during the Agreement lifetime under one of the following procedures:

(1) Annually: Either Party to this Agreement may submit subjects for negotiations for the purpose of supplementing this Agreement with provisions not covered by or contained within this Agreement.

(2) Either Party may initiate negotiations at the midpoint of this Agreement, after service of notice no later than 60 days prior to the midpoint of this Agreement.

(3) At any time, by mutual consent, for the purpose of amending or providing supplements to this Agreement.

b. A request for an amendment or supplement to this Agreement by either Party shall be in writing setting forth the need or reason for the proposed change and a summary of the change.

c. Representatives of the Employer and the Association will meet within 30 days to commence negotiations of the proposed amendment or supplement, unless a later date is mutually agreed upon. No changes other than those specified in the summary provided for in paragraph 30-5b. of this Article will be considered.

d. Approval of an amendment or supplement to the Agreement will be accomplished in the same manner as provided for approval of the basic Agreement as specified in paragraph 30-2 of this Article.

29-6 NEGOTIATING A NEW AGREEMENT

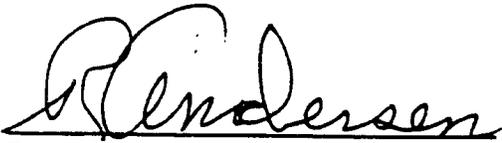
a. Negotiations for a new Agreement will commence no earlier than one hundred fifty (150) calendar days nor later than ninety (90) calendar days prior to the termination of this Agreement.

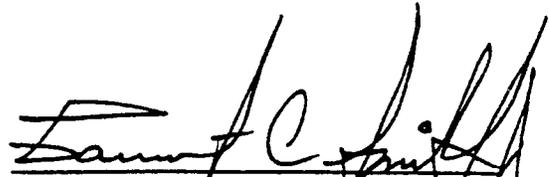
b. Thirty days prior to the start of negotiations of a new Agreement, representatives of the Employer and representatives of the ACT will meet to initiate a Memorandum of Understanding establishing the ground rules for the conduct of negotiations.

SIGNATURE PAGE

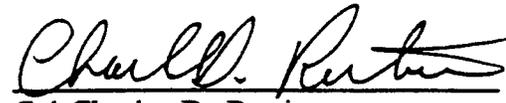
IN WITNESS THEREOF, the Parties hereto have entered into this Agreement on the 8th day of August 1996.

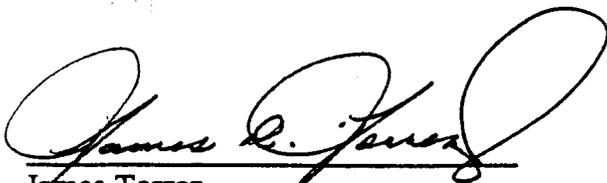
FOR THE LABOR ORIGINATOR OR THE EMPLOYER


Ron Andersen
Chief Negotiator

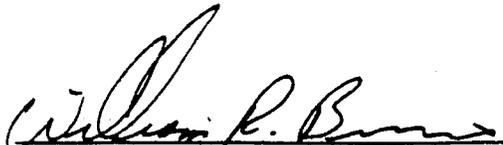

Major (P) Earnest C. Smith
Chief Negotiator


Jeffrey G. Gunson
MEMBER


Col Charles D. Restivo
MEMBER

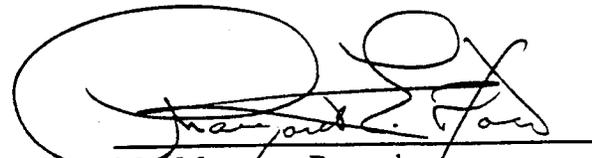

James Torrez
MEMBER


LtCol Wallace Dailey
MEMBER


William Burns
MEMBER


LtCol Douglas S. Broadhurst
MEMBER


Chirstine Rotella
MEMBER


Maj Margaret Protack
MEMBER



DEPARTMENT OF DEFENSE
CIVILIAN PERSONNEL MANAGEMENT SERVICE
1400 KEY BOULEVARD
ARLINGTON, VA 22209-5144

SEP 5 1996

MEMORANDUM FOR THE ADJUTANT GENERAL, STATE OF CALIFORNIA,
CALIFORNIA AIR NATIONAL GUARD, SACRAMENTO,
CALIFORNIA 95828

SUBJECT: Negotiated Agreement Between The Adjutant General, State of California,
and the Channel Islands Chapter 105, Association of Civilian Technicians

The subject agreement, which was received by our office on August 20, 1996, has been reviewed and is approved this date.

The approval of this agreement does not constitute a waiver of or exception to any existing law, rule, regulation, or published policy.

Copies of the approved agreement should be forwarded as follows:

a. Defense Civilian Personnel Management Service (DCPMS), Field Advisory Services Division, 1400 Key Boulevard, Suite B-200, Arlington, Virginia 22209-5144 - two copies and one copy of OPM Form 913-B (enclosed).

b. National Guard Bureau, 4501 Ford Avenue, Suite 370, Alexandria, Virginia 22302-1454 (Attention: Wilson Fisher) - one copy.

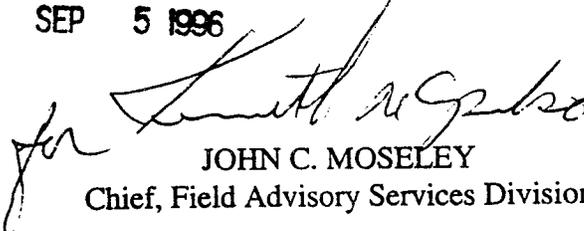
This action is taken under authority delegated by DoD 1400.25-M, Civilian Personnel Management (CPM) Manual, Subchapter 711, Labor Management Relations. This agreement is to be annotated to indicate: Approved by the Department of Defense on

SEP 5 1996

If there are any questions concerning this matter, Rufus Beatty may be reached on (703) 696-6301 or DSN 426-6301, then select 3 for Labor Team, ext. 403.

A copy of this letter has been served on the labor organization which is a party to this agreement by mail on

SEP 5 1996

for 
JOHN C. MOSELEY
Chief, Field Advisory Services Division

Enclosure

18 August 1999

MEMORANDUM FOR DEPARTMENT OF DEFENSE
CIVILIAN PERSONNEL MANAGEMENT SERVICE – (FAS DIV.)

FROM: CAJS-LR
9800 Goethe Road
Sacramento, CA 95826-9101

SUBJECT: Negotiated Agreement Between the Adjutant General, State of California,
and the Channel Islands Chapter 105, Association of Civilian Technicians

1. Request a one-year extension of subject agreement approved by your office on 5 September 1996. Please review the enclosed documents and render your decision to Colonel Jeffrey Stuard (Human Resources Office).
2. A copy of this request has been forwarded to the National Guard Bureau, to the attention of Mr. Wilson Fisher. If you have any questions or concerns please contact me at the above address or by phone at 916-854-3402 or by DSN, 466-3402.

FOR THE COMMANDER

Mr. JAMES D. TORREZ
President, ACT Local 105

JOHN MILTON ARCHIELD
Major, CA ANG
Labor Relations Specialist

enclosures:
Current Contract
Partnership Agreement



DEPARTMENT OF DEFENSE
CIVILIAN PERSONNEL MANAGEMENT SERVICE
1400 KEY BOULEVARD
ARLINGTON, VA 22209-5144

OCT 28 1999

MEMORANDUM FOR THE ADJUTANT GENERAL, CALIFORNIA NATIONAL
GUARD, ATTN: CAJS-LR (MAJ JOHN ARCHIELD)
9800 GOETHE ROAD
P.O. BOX 269101
SACRAMENTO, CA 95826-9101

SUBJECT: Agreement between The Adjutant General, California National Guard and
Channel Islands Chapter 105, Association of Civilian Technicians

In correspondence dated August 18, 1999, the parties requested a one-year extension of the existing labor-management agreement that was approved in 1996. The request for extension was received in this office on September 20, 1999. In accordance with 5 U.S.C. § 7114(c)(3), the head of an agency has 30 days from the date of execution of an agreement to approve or disapprove the agreement. Because of a delay in forwarding, this agreement was received after the 30-day period for review had ended. Therefore, we can neither approve nor disapprove the agreement. Nonetheless, the agreement contains provisions that do not comply with law, rule or regulation. Those portions of the agreement are unenforceable. The following provisions are affected:

- a. Article I, Section 1-10, Civilian Technician Rights, Employee Participation and Article 6, Section 6-4., Civilian Attire. The last sentence of Article 1, Section 1-10 and Article 6, Section 6-4 g. provide that employees will not be required to wear the military uniform while appearing as a grievant, witness at a third party proceeding or adverse action hearing. Wording of this nature is inconsistent with 32 U.S.C., Section 709(b)(3), as amended by Section 1038 of Public Law 104-106 and Section 522(c) of Public Law 105-85. See 53 FLRA No. 125.
- b. Article X, Section 10-3, Basic Work Week – Hours of Work, Shifts. The last two sentences of this section state that management will make every effort to provide an uninterrupted lunch break, and if technicians are not allowed this break, they will be released one-half hour prior to the end of their scheduled shift. This provision interferes with management's right to assign work under 5 U.S.C. § 7106(a)(2)(B). See 29 FLRA No. 56, Proposal 7e.
- c. Article X, Section 10-4, Basic Work Week – Hours of Work, Standard Shifts. The last sentence of this section limits management's ability to make shift assignments. It provides that special shifts may be established provided such shifts do not exceed a two-week period. Such wording contravenes 5 CFR 610.121(b)(1), which makes clear that the agency shall schedule work to accomplish the mission of the agency. See 22 FLRA No. 52, Proposal 1.

- d. Article XII, Section 12-4, Temporary Promotion. A clause in this section states that if an employee is assigned to a position with known promotional potential for more than 30 days, the employee will be temporarily promoted to the position rather than detailed. Although it is appropriate to provide an employee a temporary promotion if assigned to a higher graded position, where higher graded duties are only prospective, there is no authority to temporarily promote an employee.
- e. Article XIII, Section 13-2.d., Appraisal Period. This subsection provides that when there is a change to a critical element within 120 days of an employee's appraisal date, the appraisal will be based upon the old performance standard. This approach is inconsistent with an applicable government-wide regulation. The regulation provides that a rating of record shall be based on an evaluation of actual job performance for the designated appraisal period and provides for an extension of the appraisal period where the rating of record cannot be prepared at the time specified. See 5 CFR Part 430.208(a)(1) & (g).
- f. Article XIV, Section 14-1, Temporary Duty. The first sentence of this subsection states that a TDY assignment will be announced as soon as possible but not less than 30 days before projected deployment. This type of time limitation interferes with management's right to assign work under 5 U.S.C. § 7106(a)(2)(B).
- g. Article XVI, Section 16-2, Environmental Differential Pay, EDP/HDP in Effect. This provision provides that all differentials presently paid will remain in effect for the duration of the agreement or until both parties agree it has been eliminated. A differential is not payable once the hazard has been eliminated or practically eliminated. See 5 CFR 550.906.
- h. Article XVII, Section 17-10, Physical Fitness. This section states that employees are authorized 3 hours per week to participate in the employer's physical fitness program. This provision interferes with management's right to assign work under 5 U.S.C. § 7106(a)(2)(B). See 43 FLRA No. 35.
- i. Article XVIII, Section 18-2.a.(1) & b., Annual Leave. Subsection 18-2.a.(1) provides that previously approved annual leave will not be cancelled except for reasons clearly essential to mission accomplishment. The third sentence of subsection 18-2.b. states that the only basis for refusal of annual leave is mission accomplishment. Wording which limits management authority in this way interferes with management's right to assign work under 5 U.S.C § 7106(a)(2)(B). See 48 FLRA No. 15, Proposal 4.
- j. Article XXI, Section 21-7, Discipline; Representation. The last sentence of this section, in addressing a Weingarten situation, states that if a technician requests representation, no further questioning will take place until the technician's representative is present. While questioning may be delayed for a

reasonable period of time while awaiting the availability of a representative, this provision does not in any way define how long an employee may remain silent. Therefore, the provision interferes with management's right to discipline employees under 5 U.S.C. § 7106(a)(2)(A).

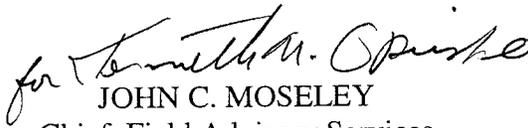
- k. Article XXV, Section 25-3, RIF and Article XXVII, Section 27-2, Classification Downgrade. Section 25-3 indicates that one of the bases for a RIF is "reclassification due to a change in duties." Similar wording appears in Section 27-2.a., which provides that if any position is downgraded with a substantial change of duties and job number, such action will be considered a RIF. Applying RIF procedures to reclassification actions interferes with management's right to assign employees and assign work under 5 U.S.C. § 7106(a)(2)(A) &(B). See 15 FLRA No. 49.

As stated in Article XXIX of the contract, the parties may, by mutual agreement, amend the contract to revise or delete the unenforceable provisions identified in this memo. If the parties elect to do this, they should submit to this office for approval, a document signed by both parties agreeing to such changes. Another option is for the parties to submit a revised agreement minus the unenforceable provisions. The effective date of the agreement extension would be the date the additional documentation is approved by this office or a later date specified by the parties. Otherwise, the effective date of the contract extension (with the exception of the unenforceable provisions) is deemed to be September 20, 1999.

This action is taken under authority delegated by DoD 1400.25M, Civilian Personnel Manual, Chapter 711, Labor Management Relations.

If there are any questions concerning this matter, Bob Alexander may be contacted on (703) 696-1302 or DSN 426-1302.

This memo constitutes the agency's written assessment of unenforceable provisions in the agreement. A copy of this memo was served on the union on
OCT 28 1999


JOHN C. MOSELEY
Chief, Field Advisory Services

cc:
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UNITED STATES OF AMERICA
BEFORE THE FEDERAL LABOR RELATIONS AUTHORITY

CALIFORNIA NATIONAL GUARD
CHANNEL ISLANDS AIR NATIONAL GUARD STATION
PORT HUENEME, CALIFORNIA
-Activity

-and-

Case No. SF-RO-50067

ASSOCIATION OF CIVILIAN TECHNICIANS
-Labor Organization/Petitioner

-and-

NATIONAL ASSOCIATION OF GOVERNMENT
EMPLOYEES, LOCAL R12-146, AFL-CIO
-Labor Organization/Incumbent

CERTIFICATION OF REPRESENTATIVE

An election was conducted in this matter under the supervision of the Regional Director of the Federal Labor Relations Authority, in accordance with the provisions of the Federal Service Labor- Management Relations Statute and in accordance with the Regulations of the Authority and it appears that a majority of the valid ballots was cast for a representative for the purpose of exclusive recognition. Therefore, pursuant to the authority vested in the undersigned,

IT IS HEREBY CERTIFIED THAT the Association of Civilian Technicians has been designated and selected by a majority of the employees of the Activity in the unit described below as their representative for purposes of exclusive recognition and that pursuant to Chapter 71 of Title 5 of the U.S.C., the said organization is the exclusive representative of all the employees in such unit.

UNIT:

INCLUDED: All Wage Grade and General Schedule employees employed by the California Air National Guard at Channel Islands Air National Guard Station, Port Hueneme, California.

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

Dated: December 27, 1995


Jean M. Perata, Acting Regional Director
Federal Labor Relations Authority
San Francisco Region
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San Francisco, California 94103