

A G R E E M E N T

**BETWEEN LABOR AND MANAGEMENT OF
LABORERS' INTERNATIONAL UNION OF NORTH
AMERICA (LIUNA) LOCAL 2163**

AND

**THE ADJUTANT GENERAL
CALIFORNIA ARMY NATIONAL GUARD
FEDERAL TECHNICIAN WORKFORCE**



2004

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PREAMBLE

This Agreement is executed between the California Army National Guard (CA ARNG) by and through The Adjutant General of the California National Guard (TAG) and the Laborers' International Union of North America (LIUNA) Local 2163, collectively referred to as the "Parties".

This Agreement is the result of a collaborative effort between the Parties. In recognition of this effort the Labor-Management Council (LMC) consisting of the following members that formulated this Agreement in accordance with the National Guard Technician Act of 1968, Public Law 90-486; the Federal Service Labor-Management Relations Statute, Chapter 71, Title 5 United States Code, Public Law 95-454.

David McFerrin, Chief Negotiator
FAAFA/LIUNA Local 2163 (Labor)

Emily Perry, Chief Negotiator
HRO/OTAG, CA ARNG (Mgt)

Daniel Ramirez, LBCSMS (Labor)
Harvey (Mike) Lincoln, SCSMS (Labor)
Paul Almryde, FIMATES (Labor)
Stuart Ewing, HRO (Mgt)
Barbara Nuismer, SCSMS (Mgt)
Judy Heintzleman, USPFO (Labor)

Thomas Brennan, FIMATES (Mgt)
Richard Kotick, LAAASF (Mgt)
David Heintzleman, USPFO (Labor)
Greg Porter, USPFO (Mgt)
Jose A. Martinez, CAMN (JFHQ) (Mgt)

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

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

**ARTICLE 1
RECOGNITION AND UNIT DESIGNATION**

The Parties recognize that the goals stated in the Preamble are best accomplished by mutual interest and understanding relative to personnel policies, practices and matters affecting work conditions throughout all CA ARNG Activities. In accordance with the Federal Labor Relations Authority (FLRA) certification number SF-RP-90090 dated 24 August 1999, LIUNA Local 2163 is the exclusive bargaining unit for all dual and non-dual status technicians of the CA ARNG, who may be employed at the following locations:

Office of the Adjutant General (OTAG)
United States Property and Fiscal Office (USPFO), San Luis Obispo
Aviation Classification and Repair Activity Depot (AVCRAD), Fresno
Combined Support Maintenance Shop (CSMS), Long Beach
Combined Support Maintenance Shop (CSMS), Stockton
Maneuver Area Training Equipment Site (MATES), Fort Irwin
Maneuver Area Training Equipment Site (MATES), Camp Roberts
California Army Aviation Support Facility (AASF), Los Alamitos
California Army Aviation Support Facility (AASF), Stockton
California Army Aviation Support Facility (AASF), Sacramento
California Army Aviation Flight Activity (AAFA), Fresno
Field Maintenance Shop (FMSs)
Los Alamitos Army Airfield (LAAAF)
Training Sites and Installation Support Units of Camp San Luis Obispo, Camp Roberts
and the Joint Forces Training Base, Los Alamitos
All locations not otherwise identified in this Agreement

**ARTICLE 2
DEFINITIONS**

The term "Agency", as used herein, shall mean exclusively the California Army National Guard (CA ARNG).

The term "bargaining unit", as used herein, shall mean all technicians employed by the California Army National Guard technicians not excluded from Union representation.

The term "employee", "employees" or "technicians", as used herein, shall refer only to employees employed by CA ARNG as dual and non-dual status technicians as defined by Fiscal Year 1996 DOD Authorization Bill.

The term "Employer", "Management" or "Supervisor", as used herein, shall only refer to CA ARNG.

Management officials, supervisors, confidential employees, and employees engaged in personnel work in other than a purely clerical capacity as defined by the Federal Service Labor-Management Relations Statute, Chapter 71 of Title 5 United States Code are excluded from Union representation.

The term "Confidential Employees", as used herein shall mean employees who act in a confidential capacity with respect to an individual who formulates or effectuates management policies in the field of labor-management relations. As such, these individuals are excluded from Union representation as defined by the Federal Service Labor-Management Relations Statute, Chapter 71 of Title 5 USC.

The term "he" as used in this Agreement includes both masculine and feminine genders.

The term "Statute" herein, shall mean the Federal Service Labor-Management Relations Statute, Chapter 71 of Title 5 United States Code.

The term "Union", herein, shall only refer to LIUNA Local 2163.

**ARTICLE 3
PROVISIONS OF LAW AND REGULATIONS**

SECTION 1. If any provision contained in this Agreement is inconsistent with existing laws or regulations, said laws and regulations shall govern.

**ARTICLE 4
MATTERS APPROPRIATE FOR NEGOTIATIONS**

SECTION 1. Matters appropriate for negotiations are the implementation of personnel policies and matters, whether established by rules, regulations or otherwise, affecting working conditions, except matters relating to political activities, classification of any position; or to the extent such matters are specifically provided for by Federal Statute, §7103 (14)(A, B, C).

SECTION 2. The Union, at the affected site, will have thirty (30) calendar days from the receipt, whether orally or in writing, of a proposed personnel policy, practice, initiative or change in an existing personnel policy/practice within which to submit a request to negotiate such initiative or change or the impact and implementation thereof under the Statute. The Union will be deemed to have assented to such initiative or change if it has failed to submit such request within 30 calendar days.

SECTION 3. A request to negotiate under this Article will be in writing and state the nature of the request. The Parties will meet within ten (10) calendar days after receipt of a request to arrange for the negotiations. Where immediate implementation of the change is required to carry out the requirements of the Employer, temporary instructions will be issued.

SECTION 4. Should a dispute between the parties occur over the negotiability of a matter, the Union or Management may request a negotiability determination from the Federal Labor Relations Authority (FLRA).

SECTION 5. Upon Management's decision to contract out work the Union will be consulted for the purpose of impact and implementation bargaining when contracting out may result in the loss of technician positions or changes in personnel, policy, or practices. Contracting out is defined as bringing in private contractors or personnel in other than technician status to perform technician work.

**General Provisions No. I
RIGHTS OF THE PARTIES**

**ARTICLE 5
RIGHTS OF MANAGEMENT**

SECTION 1. The Union acknowledges the Employer's right and authority to make rules and regulations. The Union also acknowledges that the Employer's rights, powers, functions and authority existing prior to the execution of this Agreement exists in accordance with Chapter 71, Title 5 United States Code §7106 these rights include:

- (a) Subject to subsection (b) of this section, nothing in this chapter shall affect the authority of any management official of any agency—
 - (1) to determine the mission, budget, organization, number of employees, and internal security practices of the agency; and
 - (2) in accordance with applicable laws—
 - (A) to hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

- (B) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;
 - (C) with respect to filling positions, to make selections for appointments from—
 - (i) among properly ranked and certified candidates for promotion; or
 - (ii) any other appropriate source; and
 - (D) to take whatever actions may be necessary to carry out the agency mission during emergencies.
- (b) Nothing in this section shall preclude any agency and any labor organization from negotiating—
- (1) at the election of the agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;
 - (2) procedures which management officials of the agency will observe in exercising any authority under this section; or
 - (3) appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

ARTICLE 6 RIGHTS OF THE EMPLOYEES

SECTION 1. The Employer shall ensure that the rights of employees and the Union are considered when making rules and regulations relating to personnel policies, procedures and practices and matters pertaining to working conditions.

SECTION 2. An employee has the right, freely and without fear of penalty or reprisal, to join or refrain from joining the Union. An employee's rights shall not be affected because of membership or non-membership in the Union. In the exercise of these rights, employees shall be free from any and all interference, coercion, restraint and discrimination. Union membership shall not be encouraged or discouraged by Management.

SECTION 3. Employees have the right to assist the Union, to act for the Union in the capacity of a representative and the right, in that capacity, to present the views of the Union to Management and other officials of the executive branch of the federal government, the Congress, or other appropriate authorities.

SECTION 4. Nothing in this Agreement shall require an employee to become or remain a member of the Union or to pay money to the Union, except pursuant to a voluntary written authorization by a member of the Union for payment of dues through payroll deductions.

SECTION 5. Every employee has the right, regardless of Union membership, to bring matters of personal concern to the attention of appropriate officials in accordance with applicable laws, rules, regulations, or established policies.

SECTION 6. Every employee has the right to choose his own representative in a grievance or appellant action. This right is restricted under Article 9 (or the negotiated grievance procedure). A Union representative is provided the opportunity to be present at any formal proceedings.

SECTION 7. Employees have the right to have both Employer and the Union apply the provisions of this Agreement to all employees.

SECTION 8. Every employee has the right to request Union representation if he reasonably believes that any examination by the Employer may result in disciplinary action against him. (WEINGARTEN RIGHTS, See Appendix A)

**ARTICLE 7
RIGHTS OF THE UNION**

SECTION 1. The Union is entitled to represent the interests of all employees as defined in Article 1 of this Agreement without discrimination and regardless of Union membership. Therefore, the Employer shall provide the Union the opportunity to meet with new employees during an employee's orientation with the Employer.

SECTION 2. The Union shall be given the opportunity to be present at formal discussions between Management and employees concerning grievances, personnel policies and practices or other matters affecting general working conditions of employees at each CA ARNG activity identified in Article 1.

SECTION 3. The Employer acknowledges that the Union's relationship with employees is governed by applicable laws and the Union's by-laws. Therefore, the Employer agrees that it shall not interfere in internal business matters between the Union, and employees.

SECTION 4. The Union shall be notified and, upon request, granted representation on any of the following committees or committees of a similar nature, if such are established by the Employer and if the function of the committee does not directly interfere with Management's reserved rights:

- a. Safety Committee
- b. Committee for Blood Donation, Bond Drives and Charitable Causes
- c. Environmental Differential Pay Committee
- d. Environmental Protection Committee

SECTION 5. An employee may handle his own grievance. The Union shall be provided the opportunity to attend and present its views at discussions between Management and employees concerning any formal grievance. The right to be present does not extend to informal discussions of personal issues between the employee and Management. If these discussions involve Management's decisions on personnel policy, working conditions, or other matters, Management is obligated to discuss or negotiate with the Union. Management's decisions shall not be made until this obligation is satisfied.

SECTION 6. The Union has the right to present its views to the Employer on matters of concern, orally or in writing, and to have such views considered in the formulation, development, and implementation of employee personnel policies and practices.

SECTION 7. The Employer agrees that there will be no restraint, interference, coercion or discrimination against Union representatives while performing their authorized duties under the Statute or this Agreement.

SECTION 8. Whenever the Employer meets with any other labor organization to discuss matters over which the Union has interest, the appropriate officials of the Union shall be allowed to attend and to express the Union's position on such matters.

SECTION 9. Upon request by the President of LIUNA Local 2163, the Employer shall provide to him the number of actual employees employed at each CA ARNG activity.

**ARTICLE 8
EMPLOYER-UNION RELATIONS**

SECTION 1. The Parties at an affected facility agree to discuss/meet on labor issues requiring immediate attention. Upon a request by either party such discussion/meeting shall be held within five (5) workdays. The party requesting the meeting shall advise the other party of the issue(s) to be discussed.

SECTION 2. Union representative(s) shall be authorized a reasonable amount of employee work hours (Official Time) to prepare for Employer/Union meeting(s).

SECTION 3. To facilitate the resolution of potential disputes, the Parties mutually agree that educating Management and Union officials in the Alternative Dispute Resolution-Interest Based Bargaining (ADR- IBB) methods is essential. Management agrees to provide training to Supervisors and Union officials in the ADR-IBB techniques every three (3) years.

SECTION 4. Prior to an employee, the Union, or Management filing an Unfair Labor Practice (ULP), the Parties may meet informally to attempt to resolve the matter.

SECTION 5. Whenever an Employer/Union meeting is held at a distant location, the Employer shall authorize one employee who is a LIUNA Local 2163 representative travel and per diem in accordance with Volume II, Joint Travel Regulation (JTR).

SECTION 6. The Labor Relations Officer and the President of LIUNA Local 2163 will discuss/meet as necessary.

General Provision No. II
UNION REPRESENTATION

ARTICLE 9
UNION PRESENCE AND RIGHT TO REPRESENT

SECTION 1. The Employer agrees to recognize duly designated representatives of the Union. The Union will designate representatives, on availability, at each of the CA ARNG Activities listed in Article 1 of this Agreement. Management agrees to authorize reasonable Official Time for Union representatives to perform their Union duties. Alternate Union representatives will also be authorized reasonable Official Time when performing in the absence of one of the designated Union representatives.

SECTION 2. The Union shall maintain and submit to the Employer, the names of all employees designated as Union representatives, including their work locations. No employee shall be recognized as a Union representative unless designated in writing by the Union.

SECTION 3. The Employer agrees that a reasonable amount of Official Time will be authorized to Union representatives while engaged in approved activities as outlined in this Article. Official Time spent on such activities will be kept within limits that will not seriously interfere with the Union representative's duties as an employee. Official Time shall not include time used for matters connected with the internal operation of the Union, i.e., the collection of dues or assessments, solicitation of membership, campaigning for elective office in the Union.

SECTION 4. The Employer agrees to authorize Official Time to employees who are performing duties as a Union representative. When requesting Official Time, communication between the Union representative and his Supervisor is necessary. An employee's performance appraisal shall not be affected by his performance of Union duties on Official Time.

SECTION 5. A Union representative desiring to leave his normal work location to engage in approved Union business shall first obtain approval from his Supervisor and shall inform the Supervisor of his destination, estimated time of return and nature of the Union business, i.e., investigations of grievances, ULP's and complaints. Confidentiality shall be strictly observed. Prior to entering a CA ARNG Activity location for Union business, the Union representative shall first obtain approval from the Supervisor of the employee(s) to

be contacted. Upon completion of Union business Union representative(s) and the employee(s) contacted shall report to their respective Supervisors and return to work.

SECTION 6. Union business in which Union representatives may appropriately engage themselves during normal work hours without charge to leave or loss of pay shall include the following, unless otherwise expressly authorized by the terms of this Agreement:

- a. Investigate, prepare and present employee grievances to Management.
- b. Preparation and representation of employees in formal disciplinary proceedings.
- c. Attend formal meetings between Management and employee.
- d. Participation in negotiations proceedings between Union and Management.
- e. Reasonable preparation time will be allowed to prepare for negotiation/re negotiations of this Agreement.
- f. Participate in arbitration hearings as a Union representative or as a witness.
- g. Investigation of ULP allegations prior to filing charges.
- h. Consult with Management officials concerning grievances, personnel policies and practices or matters affecting working conditions.
- i. Participation in Union/Management committees/councils which affect CA ARNG policy.

SECTION 7. Management and the Union will attempt to resolve employee grievance(s) informally at the lowest Management level, which can resolve the issue. The Parties are encouraged to use ADR-IBB.

SECTION 8. Representatives of the Union's national organization may visit CA ARNG worksites. The Employer reserves the right to control access if such visits interfere with the security or its mission.

ARTICLE 10 GRIEVANCE AND ARBITRATION PROCEDURES

SECTION 1. This Article establishes the exclusive procedure available to the employee for grievance procedures. The Employer and the Union recognize the importance of settling disagreements and misunderstandings promptly, fairly, and in an orderly manner. To accomplish this, every effort will be made to settle grievances at the lowest possible level utilizing Alternative Dispute Resolution and/or mediation. Employees may present grievances without fear of restraint, coercion, discrimination, or reprisal.

SECTION 2. The Agency grievance procedure and form as described in California National Guard Technician Personnel Regulation 912, applies to technicians who are not eligible for representation by LIUNA Local 2163, i.e., manager, supervisor, confidential employee and employees engaged in personnel work in other than a purely clerical capacity.

SECTION 3. Technicians who are eligible for representation by LIUNA Local 2163, whether dues paying or not, must use the following grievance procedures:

- a. Grievance(s) may be initiated by technician(s), either singly or jointly.
- b. When an aggrieved technician desires a non-union representative, the Union must be given the opportunity to be present at all proceedings.
- c. Extending time limits at any step may be granted by mutual agreement of the Parties.
- d. A technician or his representative may terminate the grievance at any time upon written notification to Management and the Union.
- e. Respective parties shall forward all documentation of a formal grievance to LIUNA Local 2163 President and the Labor Relations Officer at each step.

SECTION 4. INFORMAL STEP. An informal resolution of an employee's grievance, whether verbal or written, will involve management beginning with the first line supervisor, employee, and Union. If resolution of an informal issue is not obtained, then the issue may go formal.

SECTION 5. FORMAL STEP. If informal resolution of the grievance fails the following procedural steps shall apply:

a. STEP 1 –

1. Complete the written Grievance Form (Appendix B) and present it to the Senior Management official at the local worksite within five (5) working days after failure of the informal step.
2. Management and Union representative shall work together for mutual resolution of employee's grievance.
3. Within five (5) working days after the written grievance is presented to the Employer, the Employer shall issue his decision to employee's Union representative. The Union representative shall immediately inform the employee of the Employer's decision.

b. STEP 2 –

1. If employee is not satisfied by Employer's decision rendered in STEP 1, employee's Union representative shall forward the written grievance and supporting documentation to Labor Relations Officer and the President of LIUNA Local 2163 or their designee within five (5) working days from the date of the Employer's decision in Step 1.
2. Immediately upon receipt of employee's written grievance, Labor Relations Officer and the President of LIUNA Local 2163 shall jointly attempt to resolve the employee's grievance by utilizing any resource as appropriate, e.g., Directorate, Chiefs of Staff, etc.
3. Within five (5) working days after the receipt of such grievance, the Labor Relations Officer shall forward Employer's decision to the President of LIUNA Local 2163. The President of LIUNA Local 2163 shall immediately inform the employee of the Employer's decision.

c. STEP 3 –

1. If the employee is not satisfied by the Employer's decision rendered in STEP 2, the President of LIUNA Local 2163 shall forward the written grievance and supporting documentation to TAG within five (5) working days from the date of the Employer's decision in STEP 2.
2. Within ten (10) working days of the receipt of the materials provided by the President of LIUNA Local 2163, TAG shall review all documentation and evidence, render a decision, and notify the Union of his decision.

SECTION 6. Arbitration will be used to settle unresolved grievances arising under the grievance procedure set forth in Article 10, section 5 of this Agreement. Only the Employer or the Union may invoke Arbitration. If a party seeks to submit a grievance to Arbitration he shall notify the other party within fifteen (15) working days from the date of TAG's final decision on the grievance.

- a. The arbitrator's decision will be binding on the Parties. Excluding exceptions as identified in Title 32, United States Code §709f as follows:

- (1) An employee who-

- (a) Is separated from the CA ARNG or ceases to hold the military grade specified by the Secretary of Army concerned for that position shall be promptly separated from military technician (dual status) employment by the TAG; and
 - (b) Fails to meet the military security standards established by the Secretary of the Army [an employee] may be separated from employment and concurrently discharged by the TAG;
- (2) An employee may, at any time, be separated from his employment for cause by the TAG;
 - (3) A reduction in force, removal, or an adverse action involving discharge from employment, suspension, furlough without pay, or reduction in rank or compensation shall be accomplished by the TAG; and
 - (4) A right of appeal which may exist with respect to paragraphs (1), (2) and (3), above, shall not extend beyond the TAG.
 - (5) Unacceptable performance ratings are excluded from this negotiated grievance procedure.
- b. Exceptions to the arbitrator's award will be filed with the Federal Labor Relations Authority under Title 5, United States Code §7122.
 - c. The Employer and the Union shall share the expense of the Arbitration process equally.
 - d. Copies of the arbitrator's decision will be furnished to TAG, Human Resources Office (HRO), affected employee, and the Union in a timely fashion after conclusion of the hearing.

ARTICLE 11 DUES DEDUCTIONS

SECTION 1. The Union is responsible for the procurement and distribution of Allotment Forms (SF 1187) to its members.

SECTION 2. The Parties agree that applications for allotments may be submitted at any time. Allotments will become effective the first pay period after the allotment form is properly completed, certified, and received at Employer's payroll office.

SECTION 3. The Parties agree that an allotment will be terminated whenever one of the following conditions exists:

- a. When the employee leaves his employment as a result of any type of separation, transfer, or other personnel action.
- b. Loss of exclusive recognition by the Union.
- c. When the employee has been suspended or expelled from the Union.
- d. When the dues withholding agreement is suspended or terminated by an appropriate authority outside the Department of Defense (DOD).

SECTION 4. The Union will notify the USPFO in writing when a member, who has authorized dues withholding, is suspended or expelled from the Union. Such notification will be made in writing within three (3) working days of the suspension or expulsion.

SECTION 5. Section 7115(a) of the Statute requires that if an employee elects to join the Union, they must maintain Union membership for a minimum of one year. An employee may terminate his Union membership only during the first pay period following 1 April of each year.

SECTION 6. The Employer agrees to furnish the Union a list of names and amounts withheld after each payroll period. This listing will be annotated to indicate revocation of allotments by employees. This listing

and check will be forwarded to Secretary/Treasurer, LIUNA Local 2163, PO Box 959, Clovis, CA, 93613-0959.

SECTION 7. The Union agrees to educate its members on the program for allotments for payment of dues and the uses and availability of the required forms.

SECTION 8. Dues withholding arrangements as set forth in this Article will continue if this Agreement is not renegotiated by its termination date because of impasse, third party proceedings involving a negotiability disputes, or unit representation.

SECTION 9. The Agency recognizes that the Union may provide a voluntary payment supplemental pension plan for qualified members. The Agency shall allow as has been arranged between the Union and Defense Finance and Accounting Service to provide through the payroll process for the deduction from pay of an established amount as a voluntary contribution to the LIUNA Industrial Pension Fund.

General Provisions No. III **PERIODS OF WORK**

ARTICLE 12 **HOURS OF WORK**

SECTION 1. The administrative workweek is 80 hours per two-week period. The Employer will establish specific workweek schedules at each CA ARNG Activity necessary to accomplish the Employer's mission. Employer shall consider employee's effectiveness, efficiency, professional development and morale in establishing employee's specific workweek schedule.

SECTION 2. The Employer shall allow employee(s) a reasonable amount of time for cleanup prior to his lunch break and at the end of each workday.

SECTION 3. The Employer has the discretion to grant employee(s) administrative leave in accordance with existing regulations under the following circumstances such as major equipment failure, or power outage, or weather conditions, or otherwise a public emergency, e.g., major earthquake that causes a delay in employee(s) reporting to work on time; or a reasonable requirement to terminate the employee's work day early.

SECTION 4. The Employer has the right to establish each employee's workweek to ensure cost effective and timely compliance with operational requirements. Subject to these requirements, the Employer in establishing an employee's work schedule shall take into consideration any personal hardship made known to the Employer by an employee and shall make every reasonable effort to provide each employee a work schedule fourteen (14) calendar days in advance of its effective date. When the Employer determines that the operational requirements would be seriously handicapped in carrying out its functions or that costs would be substantially increased, it is agreed that work schedules shall remain in effect for at least two pay periods.

SECTION 5. Management shall provide employees a minimum of thirty (30) continuous minutes for lunch each day. In the event an employee's lunch is interrupted by Management to perform work, Management shall grant employee sufficient time to complete his lunch later in the day. Each employee's workday shall include a fifteen-minute break in the morning and a fifteen-minute break in the afternoon.

SECTION 6. Standby (See 5 CFR, 551.431a)

An employee is on duty, and time spent on standby duty is hours of work if, for work related reasons, the employee is restricted to a designated post of duty and is assigned to be in a state of readiness to perform work with limitations on the employees activities so substantial that the employee cannot use the time effectively for his own purpose. The Parties agree that compensatory time shall be used in standby time situations.

- a. Management shall make every reasonable effort to provide an employee advance notice specifying the beginning and ending period that he is on standby status.
- b. Management agrees that when an employee is placed on standby time, compensatory time shall be granted for the standby period provided the following are apparent:
 - (1) The employee is restricted to his living quarters or designated post of duty;
 - (2) Has his activities substantially limited; and
 - (3) Is required to remain in a state of readiness to perform work.
- c. Management shall notify any employee who is on standby status of its cancellation as soon as possible.
- d. Employees will be given compensatory time in equal amounts spent by them in irregular or overtime work.

SECTION 7. On-call (See 5 CFR, 551.431b)

An employee will be considered off duty and time spent in an on-call status shall not be considered hours of work if:

- a. The employee is allowed to leave a telephone number or to carry an electronic device for the purposed of being contacted, even though the employee is required to remain within a reasonable call-back radius; or
- b. The employee is allowed to make arrangements such that any work which may arise during the on-call period will be performed by another person.
- c. Management shall provide an employee with a pager and/or cell phone when he is in an on-call status.
- d. Once an employee responds to a call and required to work (call back), he shall be granted compensatory time from the moment the work begins. The employee shall be minimally compensated for two hours in duration.

**ARTICLE 13
COMPENSATORY TIME**

SECTION 1. The Parties, in consonance with applicable laws and regulations, agree that occasionally the Employer will need employees to timely complete its missions. This Article shall govern employee compensatory entitlements as authorized under existing laws and regulations.

SECTION 2. The Employer may rotate compensatory time among available employees who have the technical skills to perform the mission. The Employer shall schedule employee work assignments fairly and equitably. The Employer shall also consider personal problems and transportation requirements of the affected employee. Employer shall provide affected employee(s) five (5) calendar day's notice for scheduled compensatory time. Employer shall give volunteer employee(s) possessing the required skills for the work assignment first consideration for compensatory time.

SECTION 3. The Parties agree that when compensatory time follows a regular work shift and is expected to exceed three hours, the technician shall be provided a meal break at his option. The Employer also shall ensure that the technician is provided an opportunity to obtain food prior to the start of the compensatory time. The

Employer shall allow the affected employee to use the Employer's telephone, without charge, to notify his family of the unscheduled compensatory time assignment.

SECTION 4. The Parties agree that any compensatory time performed by an employee at the work location on an unscheduled workday shall be minimally compensated for two hours in duration. The employee may use any accrued compensatory time in fifteen (15) minute increments.

General Provision No. IV
LEAVE ACCOUNTING AND TYPES OF LEAVE

ARTICLE 14
HOLIDAYS

SECTION 1. The Employer shall consider a liberal annual leave policy for all employees with regard to religious holidays not designated as Federal holidays.

SECTION 2. Holiday work shall be assigned fairly. The Employer shall give first priority to qualified employee volunteers who routinely perform the work that is required to be performed on the holiday. Second priority shall be given to other qualified employee volunteers who do not normally perform the required work.

SECTION 3. When a technician works on a holiday that falls within their normally scheduled workweek, he is entitled to holiday pay at an equal rate of pay for those hours of holiday work performed. When a holiday falls on Monday through Friday, technicians ordered to work during regular duty hours may be authorized to earn compensatory time or may be paid holiday pay, in addition to the regular pay they receive, for the holiday. Technicians shall not normally be ordered to work on a holiday that falls within their regularly scheduled workweek.

SECTION 4. Technicians may be authorized to work and receive credit for compensatory time on holidays which fall outside the regularly scheduled workweek, and for work performed outside the regular work hours on weekday holidays.

ARTICLE 15
LEAVE OF ABSENCE

SECTION 1. At the Employer's discretion, employees may be granted a leave of absence, without pay (LWOP), in accordance with current laws and regulations. A LWOP request exceeding thirty (30) calendar days shall be submitted by an employee to the Employer at least thirty (30) workdays before the leave of absence is to commence. This request must be first approved by his Supervisor and then forwarded to HRO. In deciding whether to approve an employee's request for leave, the Employer shall consider any extenuating circumstances provided by the employee. Should the request for LWOP be denied by the first line supervisor, the employee may seek further review through his next level of supervision.

SECTION 2. An employee who has been granted an approved leave of absence shall, upon its expiration, be returned to duties commensurate in grade and for which he is qualified, unless he received written notification from the Employer of a reduction-in-force during the period of absence. The Employer shall notify employee as soon as possible whenever his approved leave has been cancelled. Written notification of the cancellation shall be provided to the employee upon his request.

SECTION 3. An employee on approved leave of absence, with or without pay, shall accrue all rights and privileges in accordance with applicable laws and regulations. The Employer shall inform any employee seeking LWOP that in order to retain existing employment benefits that he must personally maintain payment for these benefits.

SECTION 4. The Employer may grant to Union member(s) LWOP for up to one year to serve with the Union's National organization. The Employer may grant an extension to the LWOP, if requested by the Union member. Such requests shall not be unreasonably denied.

ARTICLE 16 ANNUAL LEAVE

SECTION 1. Annual leave (AL) is provided and used for two general purposes which are:

- a. To allow the technician an annual vacation period of extended leave for rest and recreation.
- b. To provide periods of time off for personal and emergency purposes.

SECTION 2. Management shall not unreasonably deny an employee's request for two consecutive weeks of AL during a calendar year. AL may be taken in 15-minute increments.

SECTION 3. An employee's timely request to his Supervisor for AL shall be granted unless his Supervisor determines that approval of the requested period is inconsistent with work requirements of the Employer. A Supervisor shall normally approve or disapprove the request for AL within five (5) working days of his receipt of an employee's request. If a request for AL is disapproved, a Supervisor must state his reason(s) on the employee's Application for leave, SF-71, and shall initiate action to reschedule the employee's leave. The Employer's approval of AL for emergency reasons shall be granted on an individual case basis. Seniority, based on an employee's Service Computation Date (SCD), shall be used to grant leave when two or more employees from the same work unit/section desire the same period of programmed leave and mission requirements precludes approval of all requests.

SECTION 4. A Supervisor shall not cancel an employee's previously approved leave except for reasons that are clearly essential for Management to accomplish its mission. If a Supervisor's cancellation of an employee's previously approved leave request is not based on such reasons, the Supervisor shall inform the employee that he may appeal the cancellation decision to the next higher supervisory level.

SECTION 5. An employee may cancel previously requested leave at any time. However, when such cancelled leave was previously approved under consideration of seniority, such consideration need not be given in rescheduling the employee's leave.

SECTION 6. If an employee on AL becomes ill, he may contact his Supervisor to request that his AL be changed to sick leave (SL). Upon such change, SL provisions will prevail.

ARTICLE 17 SICK LEAVE

SECTION 1. An employee requesting SL shall notify his Supervisor within two hours after the start of his work shift. If an employee is unable to contact his Supervisor the employee shall contact the next higher supervisory level. An employee's Supervisor shall consider extenuating circumstances in determining if an employee complied with the established time frame and supervisory notification process. SL may be taken in 15-minute increments.

SECTION 2. If an employee is absent from work for more than three working days, Management may require an employee to provide his immediate Supervisor with a medical certificate or an employee's signed statement. The medical certificate shall contain the following information:

- a. The dates an employee or family member was incapacitated for work; whether “light duty” is possible; and an estimated date of return to work.
- b. The physician’s name, address, and telephone number.
- c. Signature of attending physician.

SECTION 3. An employee’s signed statement certifying the period of incapacitation may be accepted when it is unreasonable to require a medical certificate. Examples which may warrant that an employee’s signed statement is acceptable in lieu of a medical certificate are: a shortage of physicians, remoteness of locality, if the nature of illness would not require the services of a physician or if the acquiring of such would cause a financial hardship.

SECTION 4. Employees who are incapacitated for duty because of serious illness or disability may be advanced SL not to exceed the guidelines established by the agency regulation.

SECTION 5. Despite the provision at section 3 of this article, if an employee’s Supervisor has a reasonable belief that an employee may be abusing SL privileges, the Supervisor will orally counsel the employee and document on NGB 904-1. Prior to granting future SL the Supervisor will give the employee advance written notice that a medical certificate, completed only by the attending physician, be required for future absence(s).

- a. The certificate shall be submitted within three working days of an employee’s return to duty.
- b. Management, at a minimum, will review the medical certificate requirement every six months, however, if an employee has shown marked improvement to the supervisor, the supervisor will pull the letter prior to the six month period.

SECTION 6. The Parties agree that any technician on prolonged SL shall keep his Supervisor advised of his (or appropriate family member’s) condition and of the planned date of return to work.

General Provisions No. V

EMPLOYEE DEVELOPMENT AND PROMOTION OPPORTUNITIES

ARTICLE 18

EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1. The Parties strongly endorse Equal Employment Opportunities (EEO) and Practices. Additionally, the Parties agree that all CA ARNG employees have the right to work in a peaceful, harmonious, non-threatening environment—free from any discrimination based on race, gender, age, color, religion, disability, or national origin. The Employer will not tolerate any form of discrimination, sexual harassment or verbal abuse. The Employer shall promptly investigate and resolve all incidences of such discrimination or harassment in accordance with the law.

SECTION 2. The Parties agree to work together to ensure that all employees are periodically informed of the Employer’s EEO policy by means of training workshops and presentations. Additionally, the Parties agree to ensure that trained and qualified EEO counselors are appointed to the CA ARNG Activities covered by this agreement.

ARTICLE 19 POSITION DESCRIPTIONS

SECTION 1. A position description (PD) is a statement of major duties, responsibilities and supervisory relationships for a given position as required by the mission. A Supervisor in coordination with the technician is responsible for ensuring that the duties and responsibilities of the current PD accurately reflect the work being performed by the technician. When the PD is determined to be inaccurate, the technician shall inform his Supervisor, who in-turn will notify the HRO of the need for a position classification review.

SECTION 2. Employee(s) may obtain information relative to classification appeals and the regulatory procedures to be followed from the HRO. The Employer shall ensure that the employee's right to appeal Title, Series and Grade of his PD is without restraint, prejudice, or reprisal. The supervisor will review the position description with the employee annually.

SECTION 3. The Parties agree that the phrase "other duties as assigned" as used in a PD simply establishes the principle that Employer's assignment of duties to employees is not limited to the PD. The Employer shall only require an employee to perform "other duties as assigned" on a temporary and infrequent basis when an unexpected task or situations of an emergency, temporary or developmental in nature arises. "Other duties as assigned" is not intended to apply to training, details, or an employee's reassignment. "Other duties as assigned" should not exceed 25% of the time that an employee is available to perform his PD duties. Neither Management nor employees shall abuse the use of "other duties as assigned."

ARTICLE 20 PROMOTION PERFORMANCE PLAN/APPRaisal

SECTION 1. Management has established a two-tier ("meets standards/does not meet standards") technician performance appraisal report for California National Guard Technicians. Performance appraisals shall be rendered in accordance with procedures as outlined under agency regulations.

SECTION 2. In the event a change is proposed to the Performance Appraisal system that affects employees, the Employer shall meet with the Union to solicit views and recommendations.

SECTION 3. At the beginning of an employee's performance period, the Employer and employee shall jointly review critical elements/performance indicators for which the employee will be evaluated. During the performance period the Employer shall meet with the employee twice each year to discuss his job performance.

SECTION 4. If an employee does not perform up to the level that is expected based upon established critical elements/performance indicators, the Employer will provide the employee with informative suggestions as to how he may improve his performance. These efforts will be in writing and documented on the employees NGB Form 904-1. The Union agrees to assist the Employer in encouraging an employee in development of his work-related skills.

SECTION 5. Performance appraisals will be the Employer's basis for reassignments, and determining promotions, pay increases, within grade increase, and other awards. Additionally, an employee's performance appraisal may be used by the Employer as a basis for improving unacceptable performance or initiating adverse action.

SECTION 6. An unacceptable performance appraisal may be appealed to the Agency State Review and Appeals Board.

SECTION 7. An employee's performance appraisal must be accurate, complete and reflect actual work performed. Management is responsible for ensuring that an employee fully understands the performance requirements for which he shall be evaluated.

SECTION 8. A performance appraisal of any employee shall be based on adequate observation and knowledge by an employee's rating Supervisor of all factors affecting his performance.

SECTION 9. A supervisor will give an employee their annual performance appraisal during the employee's birth month.

ARTICLE 21 TRAINING

SECTION 1. The Employer shall encourage and assist to secure training for all employees, as appropriate, (to include re-certification training in specialized areas) that is consistent with the Employer's needs and in accordance with applicable laws and regulations. All employees shall have an equal opportunity to participate in training.

SECTION 2. The Parties recognize that changes in the work place will continue as technology, new techniques, material, and equipment are developed and employed. Each employee is responsible for taking the initiative necessary to keep abreast of these changes. The Employer shall provide employees with information and guidance regarding available training opportunities. Any employee who seeks training is required to submit a request for training. If the request is approved, the prepared DD Form 1556, Request for Authorization for Training will then be forwarded to the HRO.

SECTION 3. The Employer shall fully consider the Union's views and recommendations in developing programs relating to training of employees.

SECTION 4. The Employer shall authorize all LMC members sufficient Official Time to participate in required LMC training sessions and meetings. The Union agrees that request for such time shall normally be submitted at least (30) days in advance.

General Provisions No. VI EMPLOYEE-EMPLOYER ACTIONS

ARTICLE 22 PROGRESSIVE EMPLOYEE ACTIONS

SECTION 1. The purpose of the discipline and adverse action program is to maintain control and order within the work force by requiring compliance with established rules and regulations. Disciplinary actions will normally be taken using the concept of progressive discipline and will only be initiated to improve the efficiency of the Government. The concept of progressive discipline is the general rule; however, there may very well be times when the individual's behavior is such that a more severe punishment is required for the first offense.

Counseling – A friendly business-like exchange of information guided by the supervisor. It is a private matter between the technician and his/her supervisor and has the specific purpose of improving the technician's conduct or knowledge of a particular subject. However, in the event that the counseling turns into an investigation where an employee reasonably believes that disciplinary action is contemplated, he may request

union representation during the counseling. If the Employer conducts a formal proceeding to impose disciplinary action, the Employer shall provide the Union an opportunity to be present.

Warning – A private matter between technician and his/her supervisor. Unlike counseling, it has a more serious intent because along with a business-like exchange of information is a warning that disciplinary or adverse action may result if the problem is not corrected.

Oral Admonishment – Is a disciplinary action that notifies a technician to desist from a certain course of action. Oral admonishments should take place in as private an environment as possible and be in the form of the most appropriate criticism necessary to correct the action.

Letter of Reprimand – Written disciplinary action, filed as a temporary document in a technicians official personnel folder, which makes him/her aware of a violation (e.g., improper attitude, violation of agency rules). Requires clearance for procedural guidance accuracy by the HRO before issuance, this is grievable through the negotiated grievance procedure.

Adverse Action – There are three types of adverse actions which may be taken against a technician (1) suspension (includes indefinite suspension); (2) change to lower grade, and (3) removal. The procedures and protections provided in the TPR 752 must be followed when management initiates any one or combination of these three adverse actions.

Responsibility for advising and assisting managers and supervisors is vested primarily in the HRO staff, which is ultimately responsible for conclusive process of adverse actions. In view of the complex body of laws, regulations and case precedents that govern adverse actions and the negative consequences that can occur, it is essential that all actions be meticulously documented researched, prepared, executed and defended. The HRO obtains advice and assistance from the legal officer in those cases adjudged necessary by the HRO. HRO clearance on the procedural aspects of the action must be obtained before issuance of a proposed adverse action, original decision, or final decision.

SECTION 2. In all cases of proposed suspension, discharge, or other disciplinary action against any employee, the Employer will furnish the employee, a copy of the proposed adverse action. In the event the employee desires non-union representation on his behalf, the employee shall file a written notice with HRO and the Union.

SECTION 3. Disciplinary action against an employee will be initiated within a reasonable period of time after the alleged offense has occurred or is discovered.

SECTION 4. Any counseling or warning by the Employer to an employee shall be in writing on NGB Form 904-1 and shall be initialed by the employee. Upon request, an employee may review and be provided with a copy of his NGB Form 904-1.

ARTICLE 23 REDUCTION-IN-FORCE

SECTION 1. The Employer shall strictly comply with NGB TPR 300 (351) in any reduction-in-force (RIF) process.

SECTION 2. The Employer shall notify the Union, as early as possible, of any planned RIF. Additionally, unless the Employer provides the Union prior notice of the planned RIF and an opportunity to present its views and recommendations, no affected employee shall receive RIF notification.

SECTION 3. In the event of a RIF created by a manning document change, existing vacancies shall be utilized to the maximum extent feasible to place employees who would otherwise be separated.

SECTION 4. The Employer shall invite the Union to attend all RIF briefings.

SECTION 5. During periods of RIF, the Employer shall permit an employee to inspect retention registers relating to his RIF situation. The Employer shall make available to authorized Union representatives the retention register on which bargaining unit employees are listed.

ARTICLE 24 CIVIL RESPONSIBILITIES

SECTION 1. Jury Duty. Any employee who is duly summoned to attend any court for the purpose of performing jury service shall, for those days during his scheduled working period during which jury service is actually performed and those days necessary to qualify for jury service, receive his regular salary. Provided, however, that any jury attendance fees received by the employee who receives regular salary pursuant to this provision, except those fees received for jury service performed on a regular day off or a holiday, shall be paid to the Employer. The absence of any employee for the purpose of performing jury service during his scheduled work period shall be deemed to be an authorized absence with pay.

SECTION 2. Court Subpoenas. Any employee who is served with a subpoena by a court of competent jurisdiction or an administrative body to appear, as a witness during his scheduled working period, shall receive his regular salary. Provided, however, that any witness fees received by the employee who also receives regular salary pursuant to this provision shall be paid to the employer, except those fees received for services performed on a regular day off or a holiday. The absence of any employee for the purpose of serving as a witness during his scheduled working period shall be deemed authorized absence with pay. A court of competent jurisdiction is defined as a court within or outside a county in which the employee resides.

ARTICLE 25 WAGE SURVEYS

SECTION 1. The Parties mutually agree to advise each other as soon as practicable of any notice of a wage survey received that affects the wages of employees.

ARTICLE 26 TRAVEL AND TDY

SECTION 1. The Parties agree that technicians shall use the Government Travel and Transportation Payment & Expense Control System (the Government Travel Charge Card) to pay for official travel, unless specifically exempted by DOD Financial Management Regulation, Volume 9, Chapter 3, § 030302. If a technician is officially exempted from this requirement, USPFPO will assist the employee in obtaining advance per diem.

SECTION 2. The Employer shall notify employees selected for TDY as far in advance as possible. An employee may request to be excused from TDY under justifiable circumstances. If an employee's request is denied, Management shall provide an employee a written explanation, if requested.

SECTION 3. Use of Government Quarters during TDY assignments to military posts, camps, stations or depots may be required providing they are adequate for employees and in accordance with current Joint Travel Regulations (JTR) and current Human Resource Office (HRO) Technician AGR Administrative Instruction (TAAI's).

SECTION 4. The technician may elect to use his privately owned vehicle (POV) while on TDY. The Employer shall reimburse a technician for the use of his POV in accordance with the JTR. Such reimbursement may be calculated at a reduced mileage rate. The Employer may direct the employee that the use of a government vehicle may be required to support specific mission requirements, i.e., the transportation of sensitive items, etc.

SECTION 5. The Parties acknowledge that if a technician agrees to use (by signing the vehicle dispatch) a General Service Administration (GSA) vehicle, he may be held financially liable to the Employer for any loss or damage to the GSA vehicle resulting from his negligence or willful misconduct. However, an employee will not be held financially liable for any loss or damage to a GSA vehicle until the Employer has conducted a thorough investigation in accordance with existing rules and regulations.

General Provisions No. VII
EMPLOYEE HEALTH AND WELFARE

ARTICLE 27
HEALTH AND SAFETY

SECTION 1. The Employer shall provide and maintain a safe work environment for all technicians. The Union shall cooperate and encourage all technicians to work in a safe manner. 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. Supervisor(s) and employee(s) have a joint responsibility to insure that all employees in the work place use and/or wear proper safety equipment. The Employer shall welcome any suggestions that offer practical ways of improving safety conditions. In the event working conditions are considered unsafe, employees will promptly notify their immediate Supervisor. The Supervisor shall either correct the deficiency or promptly request assistance from an appropriate source that he deems necessary to address the unsafe condition.

SECTION 2. The Parties agree to support a program to eliminate any violence within the workplace that includes threats, intimidation, abuse, or any act of violence. The Employer shall review such program with all employees annually. The Employer shall distribute the prevention of Workplace Violence Policy and accompanying TAAI. This policy and TAAI will be posted at each CA ARNG Activity and made available on line on the Human Resource website. Management agrees to provide ongoing prevention of workplace violence training.

SECTION 3. The Employer shall instruct all employees concerning safe working practices. The Employer shall comply with all applicable regulatory and statutory standards, i.e., Occupational Safety and Health Administration (OSHA). Management shall ensure that periodic safety meetings are held at the lowest supervisory level with all employees.

SECTION 4. The Employer acknowledges that an employee retains the final decision to perform or decline a task when he reasonably believes there is imminent risk of death or serious bodily harm. An employee shall complete the task when appropriate safety authority, i.e., Local Safety Officer, State Safety Office, OSHA, etc., determines that he may do so safely.

SECTION 5. Employers shall acquire, maintain, and require the use of approved personal protective equipment, approved safety equipment, and other devices necessary to protect employees. Additionally, Employer shall clean or replace all employee work clothes contaminated with hazardous chemicals at the work place. The Employer shall not require any employee to take such clothing home for cleaning.

SECTION 6. The Employer shall ensure that all work locations have adequate sources of heat, ventilation, lighting, rest rooms, first aid and emergency equipment. In the event of an emergency, the Employer shall secure immediate medical aid for ill or injured employees to include transportation to the treatment facility when necessary.

SECTION 7. Management shall consider the safety factors that address time, duration, frequency of exposure, and the wearing of additional personal protective equipment before directing any employee to perform function-specific tasks. Function-specific tasks may include, but are not limited to, welders, painters, radiation protection personnel, calibration personnel, auto rebuild technicians, etc. These tasks shall comply with applicable state or federal OSHA standards.

SECTION 8. Management shall provide training in chemical hazard awareness and reporting for all employees. Such classes are to be taught by appropriate Safety/Environmental Health personnel designated by Management. Management shall also provide function-specific training for those employees who work directly with hazardous chemicals. Mandatory recurring/refresher training shall be conducted as required. Management agrees that medical baselines shall be established and periodic medical screening shall be accomplished for specific positions as required by law and regulation.

SECTION 9. An employee under the care of a physician shall promptly inform his Supervisor of any prescribed medication that his physician or pharmacist has advised him will impair his ability to safely perform assigned work. Information provided by an employee shall include the limiting effects of the medication and the anticipated duration of use. Management shall maintain information provided as confidential. Upon such notification, Management shall make every reasonable effort to find a safe, temporary assignment for the employee.

ARTICLE 28 FACILITIES AND SERVICES

SECTION 1. The Employer shall permit the Union to establish a bulletin board for its own use in each major building located within a CA ARNG Activity. The Parties shall mutually agree upon the location of each bulletin board. Maintenance of material posted on the bulletin board is the Union's responsibility.

SECTION 2. The Employer shall provide adequate lockers and locker room space at each CA ARNG Activity.

SECTION 3. Management agrees to make every reasonable effort to install showers for male and female personnel in all facilities.

SECTION 4. The Employer shall provide an eating area to include tables and chairs, microwave ovens and refrigerators at each CA ARNG Activity for employees' use.

SECTION 5. The Employer shall provide the Union with adequate space within each CA ARNG Activity to conduct Union meetings during non-work hours. The Union shall comply with all security rules applicable to the CA ARNG Activity.

SECTION 6. The Employer shall authorize Union representative(s) Official Time to brief new employee(s) attending the Employer's initial orientation meeting. The HRO shall furnish to the President of LIUNA Local 2163 or his designee upon request a list of new employees, including their work addresses and positions.

SECTION 7. The Employer shall make available to the Union, all official publications that are currently maintained.

SECTION 8. Management shall permit the Union to submit materials for publication in any CA ARNG Activity Newsletter that addresses technician policies.

SECTION 9. The Employer shall provide the Union an office or suitable space at each CA ARNG Activity, furnished with equipment, i.e., desk, chairs, table, file cabinet with lock. Additionally, the Employer shall provide the Union with access to copy machine, computer system with modem, e-mail access, printer, and a class A telephone. The Union shall coordinate its use of this space during non-duty hours with the Employer. The Union shall only use Employer's telephone system for the purpose of conducting Union/Management business authorized under this Agreement. Employer's telephone system shall not be used to conduct internal Union business. Union's use of Employer's telephone system is subject to applicable rules and regulations.

SECTION 10. Dual status technicians shall wear the military uniform and recognized grade. The Employer shall prescribe the military uniform that will be worn at the work place.

SECTION 11. An employee who is a Union officer or representative shall not be required to wear the military uniform while:

- a. Performing Union duties with Management.
- b. Representing the Union in a third party proceeding.
- c. Serving as a member of the Union's negotiating team.
- d. Appearing as a Union witness in any third party proceeding.
- e. Representing the Union on a committee established by the Employer.
- f. Attending a Union-sponsored training session.
- g. Attending a LMC meeting.

SECTION 12. An employee is not required to wear the military uniform while appearing as an aggrieved employee or Union witnesses before a third party proceeding.

SECTION 13. Management shall work with the Union to provide, where available, suitable smoking areas at each CA ARNG Activity, away from inclement weather, i.e., heat, cold, rain, snow, etc. Management shall provide appropriate seating and ashtrays for all designated smoking areas.

ARTICLE 29 EMPLOYEE MORALE

SECTION 1. The Employer shall provide tools and equipment necessary for technicians to perform their assigned duties. Technicians shall use only Employer provided test measurement and diagnostic equipment.

SECTION 2. Employees shall be allowed reasonable time before lunch and before the end of their work shifts for work area and personal clean up.

SECTION 3. The Employer shall provide employees with parking near their work areas.

SECTION 4. An employee may, upon request, examine and obtain copies of documents contained in his Official Personnel Folder (OPF).

SECTION 5. Any Employer inspection of personally issued equipment shall be conducted in accordance with applicable DOD regulations and current CA ARNG Activity directives. However, the Employer shall not open and inspect an employee's personal issued equipment to include locker, desk or toolbox if he is absent unless an emergency or other extenuating circumstances exist requiring that such items be opened. In the event of such an emergency or other extenuating circumstances, a Union representative will be present.

SECTION 6. The Parties acknowledge the importance of keeping employees informed of changes in services and benefits, e. g., retirement seminars, health benefits, Thrift Savings Plan (TSP).

ARTICLE 30 DURATION AND CHANGES

SECTION 1. This Agreement shall remain in full force and effect for three (3) years from the date of approval by DOD. If neither party serves a notice to renegotiate this Agreement by its expiration date, it is automatically renewed for additional periods of one (1) year.

SECTION 2. Amendment(s) may be necessary after the effective date of this Agreement because of changes in applicable regulations, laws, or Executive Orders. When this occurs, the LMC shall convene for the purpose of negotiating new language, which conforms to the requirements of such regulations, laws, or executive orders.

SECTION 3. This Agreement may be opened for amendment only by a quorum of the LMC. Any request for amendment(s) shall be in writing and must be accompanied by a summary of the amendment(s) proposed and the reasons thereof. Negotiations of any proposed amendment(s) shall be promptly addressed by the LMC.

SECTION 4. The termination of this Agreement shall not itself serve to terminate the exclusive recognition of the Union as long as the Union shall continue to be eligible for such recognition under the applicable regulations.

SECTION 5. Discussions to develop arrangements for a new agreement shall normally take place one hundred and eighty (180) days prior to expiration of this Agreement with actual negotiations to begin approximately ninety (90) days prior to such termination.

SECTION 6. The Employer shall provide sufficient copies of this Agreement and all subsequent changes to all employees. The Employer shall also provide copies of this Agreement to the President of LIUNA Local 2163 or his designee.

APPENDIX A

WEINGARTEN RIGHTS EMPLOYEE'S RIGHT TO UNION REPRESENTATION

1. The Federal Service Labor-Management Relations Statute gives technicians, represented by an exclusive labor organization, the right to have union representation at a formal meeting that involves an examination by a representative of the agency in connection with an inquiry or investigation. The Federal Service Labor-Management Relations Statute states that:

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

- (A) any formal discussion between one or more representatives of the agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment; or
- (B) any examination of an employee in the unit by a representative of the agency in connection with an investigation if--
 - (i) the employee reasonably believes that the examination may result in disciplinary action against the employee; and
 - (ii) the employee requests representation.”

APPENDIX B

LABORERS INTERNATIONAL UNION
OF NORTH AMERICA
Local 2163

GRIEVANCE FORM

Name of Grievant _____ Date _____

Unit/Site/Activity _____ Section _____

Name of Steward _____ Stewards Phone # _____

Article of Contract Violated/Nature of Grievance _____

(ATTACH ADDITIONAL SHEETS AS NEEDED)
Resolution Desired _____

Signature of Employee _____

Step 1

Step 2

Date Submitted _____

Date Submitted _____

Date of Response _____

Date of Response _____

Was grievance resolved? __Yes __No

Was grievance resolved? __Yes __No

Response Attached __Yes __No

Response Attached __Yes __No

Mgt Signature _____

Mgt Signature _____

Step 3

Date Submitted _____

Date submitted for Arbitration _____

Date of Response _____

Was grievance resolved? __Yes __No

Response Attached __Yes __No

Mgt Signature _____

//////////////////////////////////////FOR UNION USE ONLY//////////////////////////////////////

Name of arbitrator _____

Decision _____

APPENDIX C

RELATED SITES	
Web Site Name	Business Uses
Air Force Personnel Center (AFPC) Home Page http://www.afpc.randolph.af.mil	Information on personnel management, class, training, labor relations, and the Personnel Management Information and Support System. Links to forms from Air Force, DoD, National Archives, GPO, OMB, Veterans Affairs, State Dept., Standard & Optional forms, etc. Very informative site with good links.
Air National Guard http://www.ang.af.mil	Air National Guard Information
Army National Guard http://www.arng.army.mil	Army National Guard Information
Army Civilian Personnel Online (CPOL) Home Page http://www.cpol.army.mil	Information and civilian personnel issues to laws, regulations, policy directives.
California Code http://www.leginfo.ca.gov	California Legislative information and codified law.
California National Guard http://www.calguard.ca.gov	California National Guard Information.
Code of Federal Regulations (CFR) http://www.gpoaccess.gov/cfr/index.html	Latest version of Federal regulations. Searchable database.
Civilian Personnel Management Service (CPMS) External Home Page http://www.cpms.osd.mil	Information on all CPMS divisions, FAS page, key leader info, guidance documents in the areas of benefits & entitlements, classification, labor relations, and pay.
Comptroller General Decisions http://www.gao.gov/decisions/decision.htm	Comptroller General Decisions by subject area.
Cornell Law Home Page http://www.law.cornell.edu	Great site to find legal and regulatory references. Search the US Code and check for recent amendments. You can also search the Code of Federal Regulations (CFR), Supreme Court Decisions.
Defense Finance and Accounting Service (DFAS) Home Page http://www.dfas.mil	News, policy, customer service and information related to finance and accounting, military pay, military retired pay, civilian pay, travel pay, vendor pay, garnishment.
DoD Forms Program http://web1.whs.osd.mil/icdhome/forms.htm	Forms from DoD, Navy, Coast Guard, OPM, IRS, TSP, Service Life Insurance, Savings Bonds, Voter Registration.
Defense Link http://www.defenselink.mil	Primary source for all DoD information; links to uniformed services; Fourth Estate, etc.
Defense Technical Information Center (DTIC) http://www.dtic.mil	Centralized resource for Defense information. Contains a variety of government documents/links.
Department of Health & Human Services Support Center http://forms.psc.dhhs.gov	Forms download site. Great source for forms from HHS, OPM, DoL, Government Printing.
Department of Labor (DOL) A Federal Employee's Survival Guide http://safety.net.doleta.gov	Info about career transition, Federal and non-Federal employment, retirement, buyouts, RIF, benefits, going back to school, and other transitional tools.
Equal Employment Opportunity Commission http://www.eeoc.gov	Information and links related to EEOC policies and practices.
Federal Bulletin Board Online via GPO Access http://fedbbs.access.gpo.gov	Links to MSPB (decisions, studies, news & info), FLRA (decisions, announcements, FSIP decisions & orders), Supreme Court decisions, and more.
Federal Information Center (FIC) Home Page http://fic.info.gov	References / resources that can help answer some of the most frequently asked questions handled by the FIC. A single point of contact for people who have questions about Federal agencies,

	programs, and services.
Federal Labor Relations Authority Home Page http://www.flra.gov	Information, forms, regulations, and links related to labor relations issues. Search FLRA cases since 1994.
Guard Knowledge Online (GKO) https://gko.ngb.army.mil	A good source for all National Guard information
Government Information Locator Service http://www.access.gpo.gov/su_docs/gils/index.html	A good source for all Federal government information, agencies, etc.
House of Representatives Home Page http://www.house.gov	Info on House activities, calendars, committee and hearing events. Link to Thomas Web Site.
Internal Revenue Service (IRS) Home Page http://www.irs.gov	Sources for tax forms, information, contacts for help.
Labor Library Net Guides http://www.lib.berkeley.edu	Legal information concerning labor issues.
Merit Systems Protection Board (MSPB) http://www.access.gpo.gov/	Information, brochures, forms, and links related to MSPB. Library of MSPB decisions since 1994.
Office of Management and Budget (OMB) http://www.whitehouse.gov/	OMB documents, to include circulars, press releases, FY99 budget and supporting documents, Government-wide performance plan.
Office of Personnel Management (OPM) Home Page http://www.opm.gov	All aspects of Federal personnel management. Find Benefits Administration Letters, Federal Register releases, The CSRS and FERS, FEHB Handbook, brochures FEGLI.
Per Diem, Travel and Transportation Allowance (DTIC) http://www.dtic.mil/perdiem	Per diem rates, regulations, FAQ, lodging and dining facilities, etc.
Personnel Management Information and Support System (PERMISS) http://www.afpc.randolph.af.mil/	Information on general personnel management, classification, training, labor relations, etc. Informative with good links.
Practicing Attorneys Home Page http://www.legalethics.com/pa/fedgov.htm	Good source for US Government resources, legislature-budget, GAO, Executive Branch, US law.
The Senate Home Page http://www.senate.gov	Info on Senate activities, calendars, committee and hearing events. Search bills via GPO access.
Social Security Administration Home Page http://www.ssa.gov	Information, guides, regulations, forms, online ordering for Personal Earnings and Benefits Statements.
Thomas: Legislative Information on the Internet (by Library of Congress) http://thomas.loc.gov	Full text of bills, Congressional Record; committee information including committee reports of the 104 th and 105 th and connection to individual committee.
Thrift Savings Plan (TSP) Home Page http://www.tsp.gov	Information, forms, employee handouts, agency reps, account access, TSP calculator, current rates of return.
U.S. Business Advisor http://www.business.gov/	Many government documents and regulations on-line.
United States Code (USC) http://www.law.cornell.edu/uscode	Database for US laws, specific title and section; title index; or search a title for specific word/phrase.
USA Jobs (by OPM) http://www.usajobs.opm.gov	The place to access Federal job announcements, job applications, info on veterans preference.
White House Home Page http://www.whitehouse.gov	In the Virtual Library, search , archives, press briefs, and executive orders, link to the GovBot search engine.
Union Resource Network http://www.unions.org	Multiple listing of labor organizations.



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

16 DEC 2004

MEMORANDUM FOR THE ADJUTANT GENERAL, CALIFORNIA NATIONAL GUARD, ATTN: CAHR-LR (MS. NANCY J. BATES), 9800 GOETHE ROAD, P. O. BOX 269101, SACRAMENTO, CALIFORNIA 95826-9101

SUBJECT: Agreement Between the Adjutant General, California National Guard and the Laborers' International Union of North America, Local 2163 (LAIRS No. 080140)

The subject agreement, executed on November 17, 2004, has been reviewed pursuant to 5 U.S.C. § 7114(c) and is hereby approved with the following amendment which the parties executed on December 14, 2004:

Article 22, Section 1, Letter of Reprimand. The parties have amended this section to read that a letter of reprimand "is grievable through the negotiated grievance procedure."

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

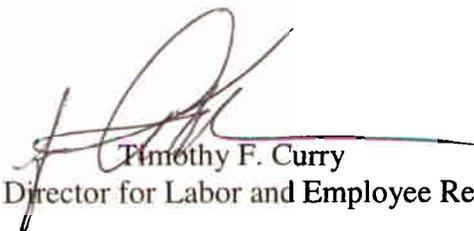
This action is taken under authority delegated by DoD 1400.25-M, Civilian Personnel Manual, Subchapter 711, Labor-Management Relations. Please annotate the agreement to indicate: Approved by the Department of Defense on 16 DEC 2004.

Copies of the approved agreement should be forwarded as follows:

- a. Defense Civilian Personnel Management Service (DCPMS), Field Advisory Services Division, Labor Relations Branch, 1400 Key Boulevard, Suite B-200, Arlington, Virginia 22209-5144- email one copy to labor.relations@cpms.osd.mil and one copy of a completed OPM Form 913-B (attached).
- b. National Guard Bureau, ATTN: NGB-HRL, 1411 Jefferson Davis Highway, Suite 9100, Arlington, VA 22202-3231 – one copy.

If there are any questions concerning the agreement, Mr. Lee Alner can be reached on DSN 426-6301 or commercial (703) 696-6301, extension 407.

A copy of this memo was served on the union by first class mail on 16 DEC 2004.



Timothy F. Curry
Deputy Director for Labor and Employee Relations

Attachment:
As stated

cc:

Mr. David McFerrin
President, LIUNA, Local 2163
P.O. Box 959
Clovis, CA 93613-0959

National Guard Bureau
ATTN: NGB-HRL (Mr. George Demarse)
1411 Jefferson Davis Highway
Suite 9100
Arlington, VA 22202-3231

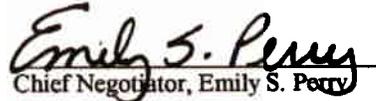
SIGNATURE PAGE

In witness thereof, the Parties hereto have entered into this Agreement on

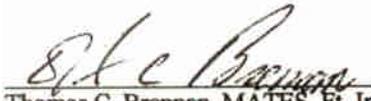
the 17th day of NOVEMBER, 2004



Chief Negotiator, David E. McFerrin
(Labor)
1106 AVCRAD/LIUNA 2163



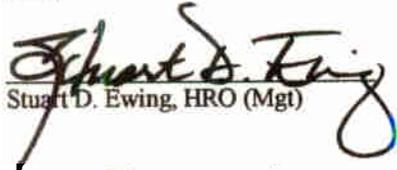
Chief Negotiator, Emily S. Perry
(Mgt)
HRO/OTAG CA ARNG



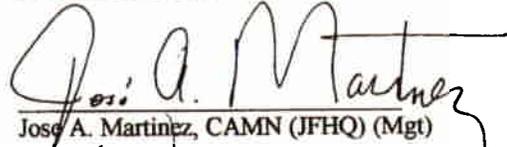
Thomas C. Brennan, MATES, Ft. Irwin
(Mgt)



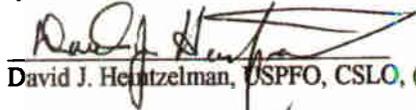
Mike Lincoln, SCSMS, (Labor)



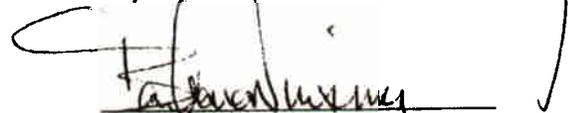
Stuart D. Ewing, HRO (Mgt)



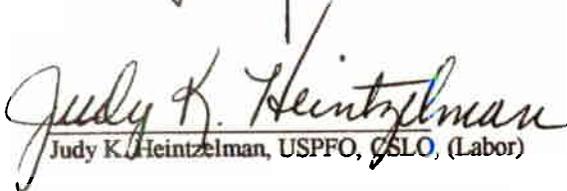
Jose A. Martinez, CAMN (JFHQ) (Mgt)



David J. Heintzelman, USPFO, CSLO, (Labor)



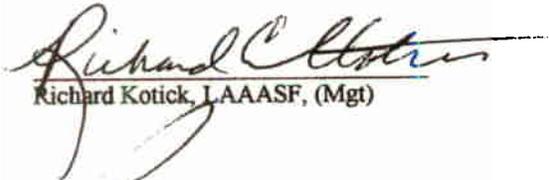
Barbara Nuismer, SCSMS, (Mgt)



Judy K. Heintzelman, USPFO, CSLO, (Labor)



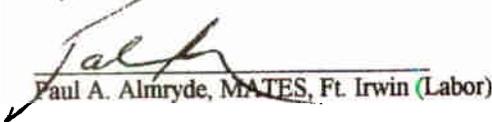
Greg Porter, USPFO CSLO, (Mgt)



Richard Kotick, LAAASF, (Mgt)



Daniel Ramirez, LBCSMS, (Labor)



Paul A. Almryde, MATES, Ft. Irwin (Labor)