



**AGREEMENT BETWEEN
THE ADJUTANT GENERAL OF GUAM AND
THE LABORERS INTERNATIONAL UNION OF NORTH AMERICA (LIUNA)**

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Preamble

This agreement is executed between the Guam Army National Guard (GUNG), hereafter referred to as the "employer" or "Agency," by and through The Adjutant General (TAG) of Guam, and the Laborers International Union of North America (LIUNA), hereafter referred to as the "Union," and collectively referred to as the "Parties." The agreement is made for all non-supervisory, non-professional, and non-managerial employees of the GUNG, hereafter referred to as "technicians" or "employees."

This agreement identifies the mutual covenants of the Parties hereto, which are intended to:

- a. Promote the efficient administration of the GUNG and the well-being of its employees.
- b. Provide for the highest degree of efficiency in the accomplishment of the mission of the GUNG.
- c. Establish a basic understanding of personnel policy, practice, procedure, and matters affecting conditions of employment within the discretion of the Adjutant General.
- d. Provide a means for discussion and adjustment to matters of mutual interest.
- e. Promote employee communications and knowledge of personnel policy and procedure.

Wherever language in the Agreement refers to specific duties or responsibilities of supervisors or management officials, it is intended only to provide a guide as to how a situation may be handled. It is agreed that the Employer retains the sole discretion to assign work to employees, supervisors and management officials and to determine which supervisors or management officials will perform the supervisory or managerial functions discussed. All other terms used within this agreement shall have the meaning ascribed to them as per Federal Court Decisions, United States Code, Federal Labor Relations Authority Decisions, Code of Federal Regulations, Office of Personnel the Agency, National Guard Bureau (NGB) Technician Personnel Regulations (TPR), or Blacks' Law Dictionary. Whenever a dispute arises as to the meaning of a particular term, the Parties will attempt to reach agreement by referencing the sources cited above, in that specific order.

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

ARTICLE 1 – GENERAL PROVISIONS

Section 1.1 – Recognition and Included Positions

In accordance with (IAW) the Federal Labor Relations Authority (FLRA) Certification of Representative Case Number SF-RP-17-0013, LIUNA is the exclusive representative for all non-supervisory, non-professional, non-managerial employees of the GUNG.

Section 1.2 – Excluded Positions

1. Excluded from the Bargaining Unit are all professional employees, management officials, supervisors, and employees described in 5 USC § 7112(b)(2), (3), (4), (6), and (7).
2. The Parties agree that as a result of reductions, reorganizations, reclassifications, and changes to the Agency's mission, it may become necessary to modify the bargaining unit status of an employee's position that is not normally covered by one of categories listed in Paragraph 1 (above). The agency will notify the Union when it determines to change a given position's bargaining unit status. The notice will be given prior to effecting that change. If the parties are unable to resolve a dispute over whether a given position is included or excluded from the bargaining unit, the matter will be referred to the FLRA IAW law, regulation and this agreement. The position in dispute will not be moved until a final resolution is achieved between the agency and Union, or a decision is rendered by the FLRA.
3. The parties understand that the movement of an individual employee from a position that is included in the bargaining unit to a position excluded from the bargaining unit is not subject to this provision.

ARTICLE 2 – MICELLANEOUS PROVISIONS

Section 2.1 – General Provisions

1. When possible, the Parties will attempt to settle each matter of business at the point nearest to its origin and at the lowest level of Management where there is authority for resolutions.
2. Administration of the Agreement must preserve the self-respect and dignity of each employee when said employee is utilizing any part or procedure contained within this Agreement.

Section 2.2. – Employee Information

1. Upon request, but not more than once per quarter, the Agency shall provide to the Union a list of bargaining unit employees showing the name, tenure, pay plan, series, grade, step, position title, position description number, assigned organization, assigned duty station location, work email address, commercial work duty phone number (including area code) and extension, and immediate supervisor name.
2. Upon request, but not more than once per quarter, the Agency shall provide to the Union a list of non-bargaining unit employees showing the name, position title, and the reason why the employee is excluded from the bargaining unit.
3. The information provided under this Section shall be sent electronically. The Union agrees to secure the information from unauthorized use or dissemination.

Section 2.3 – Distribution of Contract

1. The contract will be made available via the GUNG Intranet site.
2. The Union will make the contract available on their public web site, and will also provide a printed, or other type of media, copy of the contract if an employee should require it.

Section 2.4 – Other Provisions

All timelines are calculated in calendar days and may be adjusted by request and mutual agreement between the parties.

ARTICLE 3 – DURATION AND CHANGES TO THE AGREEMENT

Section 3.1 – Effective Date

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

Section 3.2 – Agency Approval

1. DCPAS shall approve the agreement within thirty (30) days from the date the agreement is executed by the parties, provided the agreement is IAW the provisions of applicable law, rule, or regulation.
2. If DCPAS neither approves nor disapproves the agreement within the thirty (30) day period, the agreement shall take effect and be binding on the Agency and the Union on the thirty-first (31st) day, subject to provisions of applicable law, rule, or regulation.
3. In the event that a particular article, or section of an article, is not approved by DCPAS, the remainder of the agreement shall take effect as provided by law. The article or section of articles, not approved by DCPAS may be later incorporated into the contract after negotiations or appropriate remedies are reached by the parties and only after subsequent approval by DCPAS.

Section 3.3 – Agreement Duration

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

Section 3.4 – Agreement Amendments/Supplements

1. This agreement may be subject to amendments or supplements during the agreement duration under one of the following procedures:
 - a. Either party may initiate negotiations at the midpoint of this agreement, after service of notice, no later than ninety (90) days prior to the midpoint of this agreement. Either party may introduce up to 4 Articles.
 - b. At any time, by mutual consent, for the purpose of amending or providing supplements to this agreement.
2. A request for an amendment or supplement to this agreement by one party shall be submitted in writing to the other party, setting forth the proposed change and justification.
3. Representatives of the Agency and the Union will meet within sixty (60) days of the written proposal, to commence negotiations on the proposal, unless a later date is mutually agreed upon. No other changes, other than those proposed, will be considered.

4. Approval of an amendment or supplement to the agreement will be accomplished in the same manner provided for approval of the basic agreement as specified in Section 3.2 of this Article.

Section 3.5 – Renewal of Agreement

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

Section 3.6 – Negotiating a New Agreement

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

a. The party seeking re-negotiation will give notice to the other party no earlier than one hundred and five days (105) nor later than sixty (60) days prior to the termination of the current agreement.

b. Sixty (60) days prior to the start of negotiations of a new agreement, representatives of the Agency and representatives of the Laborers' International Union of North America will meet to initiate a memorandum of understanding (MOU) establishing the ground rules for conduct of negotiations.

Section 3.7 – Termination of Agreement

This Agreement may also be terminated by mutual consent of both parties, or at any time it is determined and established by the FLRA that the Union is no longer entitled to Exclusive Recognition.

ARTICLE 4 – MANAGEMENT RIGHTS

Section 4.1 – Retained Rights

1. The Agency retains the right, IAW 5 USC, §7106(a) to determine the mission, budget, organization, number of employees, internal security practices of the Agency, and IAW 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:
 - (1) Among properly ranked and certified candidates for promotion; or
 - (2) Any other appropriate source; and
- d. To take whatever actions may be necessary to carry out the agency mission during emergencies.

2. Nothing in this Section shall preclude the Parties from negotiating:

- a. At the election of the Agency, 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;
- b. The procedures that Agency officials will observe when exercising any authority granted to the Agency under this Section; or
- c. The appropriate arrangements for employees adversely affected by the exercise of any authority granted to the Agency under this Section.

Section 4.2 – Emergency Considerations

1. When an emergency requires changes to conditions of employment for a period of more than seventy-two (72) hours, the Agency shall provide the Union with the following information:

- a. An explanation as to the nature of the emergency requirement;
- b. A list of the conditions of employment that will be temporarily modified;
- c. A list of individual employees which will be affected; and,
- d. An estimate of how long the changes are expected to remain in place before reverting to pre-emergency operations. Changes expected to last more than thirty (30) calendar

days will be considered a change to this Agreement IAW Section 3.4 and shall be subject to negotiation IAW Section 6.2. However, this does not preclude the Agency from implementing changes to conditions of employment during an emergency.

2. The information required in Paragraph 1 may initially be conveyed verbally and will be followed by a written (formal letter or email message) notice to the Union as the emergency situation permits.

ARTICLE 5 – EMPLOYEE RIGHTS

Section 5.1 – Access to Personnel Files

1. Employees normally have access to their personnel information and will be allowed a reasonable amount of time during their duty day to access their information, as needed.
2. An employee's Work Folder (or electronic equivalent) as maintained by their supervisor will be made available to them for review upon request. A reasonable amount of time may be granted so that the employee may review the contents of their Work Folder, to include their Position Description and other documents present; however, an employee's request to review their Work Folder cannot interfere with the accomplishment of assigned duties.

Section 5.2 – Right to Privacy and Work Area Searches

1. The Agency affirms the right of an employee to conduct his or her private life as they see fit, within the constraint of Federal law and Agency regulations. Employees have the right to engage in outside legal activities of their own choosing without any requirement to report said activity to the employer, except as required by law or Agency regulations. However, employees shall not accept a fee, compensation, gift, payment or expense, or any other thing of monetary value in circumstances in which the acceptance may result in or create the appearance of conflicts of interest. Employees may not engage in outside employment that would interfere with the performance of their assigned duties, and they are also prohibited from receiving compensation or anything of monetary value from a private source in exchange for government services.
2. Neither the employer nor the Union will coerce or in any manner require employees to invest their money, donate to charity, or participate in activities, meetings or undertakings not related to their performance of official duties.
3. Any employer-directed inspection of personal property or equipment shall be conducted IAW applicable government-wide regulations, as well as any Agency directives in place at the time this agreement goes into effect. Searches of government or personal property, including but not limited to, work areas such as offices, desks, tool boxes, or file cabinets shall be conducted in a reasonable manner under all the circumstances, and in the presence of the employee, to the extent that the employee's presence does not compromise the integrity of the investigation or interferes with the Agency's right to determine its own internal security practices.
4. If it has been determined that the presence of the employee does not compromise the integrity of the investigation, but the employee is unable to be present, a Union representative will be requested to be present. The supplying of a representative by the Union shall not unduly delay the search or impede the purpose for which the search is conducted. It should also not compromise the integrity of the investigation or interfere with the Agency's right to determine its own internal security practices.
5. When a search of the work area is conducted as a result of surreptitious activity, such as a bomb threat or a terrorist attack, the Agency is not required to give the employees notification of an impending search.

Section 5.3 – Representation

1. Employees have a basic right to representation in matters regarding conditions of employment, working conditions, and matters that could have an adverse impact or effect on their employment. The Union is the sole exclusive representative of bargaining unit employees concerning workplace matters.
2. The Parties agree to ensure employees are aware and understand their Weingarten Rights and their rights to have and retain representation. Further, the Parties agree to the following:
 - a. The Agency will inform all employees of their right to Union representation (Weingarten Right) IAW 5 USC §7114(a)(2)(B):
 - (1) At their respective new hire orientation;
 - (2) On an annual basis IAW 5 USC 7114(a)(3) via Agency-mailed notice to the individual's home of record; or, electronically to the employee's official email address; and,
 - (3) Prior to any formal examination of an employee in the bargaining unit by a representative of the Agency or in connection with an investigation. The employee will acknowledge having been informed of their right to representation, and indicate their desire whether or not to have a Union representative present, using Appendix A.
3. An employee who requests to have representation must do so in writing and must include the representative's name and contact information.

Section 5.4 – Right to Organize and Discuss Matters of Concern

1. IAW 5 USC §7102, each employee shall have the right to form, join or assist the Union, or to refrain from any such activity, freely and without fear of penalty or reprisal.
2. Nothing in this agreement shall require an employee to become or remain a member of the Union, or to pay money to the Union except pursuant to a voluntary written authorization for the payment of dues through payroll deductions IAW 5 USC §7115.
3. An employee shall not be disciplined nor otherwise discriminated against based on having filed a formal grievance, complaint, or for giving testimony under Title VII CSRA 1978.
4. No employee shall be precluded, regardless of Union membership, from bringing matters of personal concern to the attention of appropriate officials under applicable law, rule, regulation, or published policy; or from choosing his or her own representative for an appellate or grievance action based on law, regulation, or this agreement.

Section 5.5 – Employee Treatment

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

2. Employee discipline should be conducted privately in a manner that provides confidentiality and allows for professional feedback to the employee. No employee shall be asked or directed to make a public statement or disclosure regarding any matter which concerns personal discipline.

Section 5.6 – Workplace Violence Prevention Program

Supervisors will review the Agency's Workplace Violence Prevention Program policy with employees on an annual basis (e.g., during their annual performance feedback sessions or other training or information setting).

Section 5.7 – Requests for Hardship Reassignment

1. Assignment/reassignment is a management right; however, an employee may request, through their supervisor to the HRO, that the Agency reassign them to a different position and or work location as a result of a personal hardship. The request shall be submitted in writing, and must include an explanation of a legitimate hardship, how the reassignment would alleviate the hardship, and whether the reassignment would be temporary or permanent. The Agency shall provide a written response within a reasonable amount of time, normally within thirty (30) days, stating the reason(s) for their decision.

ARTICLE 6 – UNION RIGHTS

Section 6.1 – Recognition and Representation

1. The Union is the exclusive representative of all bargaining unit employees and has a right to be represented in negotiations, formal discussions, and meetings between employees and the Agency that concern conditions of employment, grievances, personnel policies and practices, or any other matter affecting general working conditions. The right to meet and confer will apply to all levels of management within the GUNG and within the Union, starting with the Union Steward and the first level supervisor. It is the intent of the Parties to meet and confer at the lowest level for problem resolution. If the Parties at the initial point of contact feel resolution of a matter is outside their jurisdiction, the matter will be referred to a higher level. This includes Agency sponsored Committees/Meetings dealing with the subject at hand.
2. The Union's right to be represented does not extend to any discussions that do not concern general conditions of employment, grievances, personnel policies and practices.
3. The Agency shall recognize all Officers and Representatives designated by the Union, to include National Representatives. Upon request, the Union will provide the Agency, in writing, a list of all current Officers and Representatives, to include Stewards. Any change to the roster of Representatives will be provided to the Agency, in writing.
4. The Union's primary point of contact for all matters is the designated State Representative, or any other representative appointed by the Union. The State Representative or designee will be given reasonable notice of and will be provided reasonable time to be present at scheduled formal discussions concerning any grievance, personnel policy or practice, or other general condition of employment.
5. The Agency shall not interfere in internal Union business. Internal Union business shall be conducted during non-duty hours, or while an employee is in a non-duty status.
6. The Agency agrees that there will be no restraint, interference, coercion or discrimination against Union representatives as a result of performing their authorized duties under the Statute, and that no employee will be reassigned as a result of participating in protected activity.
7. The Union, in consonance with its right to represent, may propose new policy, changes in policy, or resolutions to issues involving conditions of employment or working conditions. However, the Parties shall not engage in negotiations or bargaining on matters covered by this Agreement unless mutually agreed upon.

Section 6.2 – Changes Affecting Conditions of Employment

1. Except in situations arising out of Section 4.2, the Agency agrees to notify the Union prior to implementing, modifying, or cancelling any personnel policy or procedure that affects employee conditions of employment.
2. The Union will be provided a written notice of proposed changes thirty (30) days prior to the desired date of implementation, except in cases where a change to conditions of employment is

necessitated in order to ensure the safety and welfare of personnel or property, or when the Agency, in good faith, cannot provide timely notification under this Section. The notice shall be the Agency's finalized plan-of-action, and shall include the following:

- a. Whether the proposal will be a new policy or practice, or if it is a change to an established policy or practice.
- b. Justification for the proposal (why is it necessary).
- c. What the immediate and long-term impact will be on employees, and the Parties.

3. The Union will have fourteen (14) days from receipt of the Agency's notice to submit a request to negotiate (if the subject is negotiable), or to bargaining on the impact and implementation thereof. Once the Union submits a timely request under this Section, the proposed change will not be implemented until negotiations and/or bargaining have been completed IAW Section 6.3.

4. When the Agency is unable to provide timely notice IAW Paragraph 2 (above), the Parties will meet, prior to implementation of the changes, to determine how to modify the requirements of this Section, and to explore an alternate arrangement which will satisfy the Agency's need to expedite implementation of their change while at the same time honoring the Union's right to negotiate and/or bargain the proposed changes to conditions of employment.

Section 6.3 – Negotiation/Bargaining Procedures

1. The following procedures shall be utilized when either Party requests to negotiate or bargain a matter affecting conditions of employment:

- a. Each party is responsible for determining the make-up of their negotiating team. The number of employees for whom official time is authorized shall be equal to the number of individuals designated as representing the Agency.
- b. Each team shall identify the members of their team.
- c. The names of each team member will be exchanged by the Parties in writing.
- d. Union representative(s) will be on official time during all negotiations/bargaining sessions.
- e. Once negotiation/bargaining sessions are completed, the Parties will sign and date the agreement to indicate execution, and (if applicable) will submit the agreement to DCPAS for Agency Head approval IAW Section 3.2.
- f. Negotiations Impasse: When the parties cannot agree on a negotiable matter and an impasse has been reached, the item shall be set aside. After all negotiable items on which agreement can be reached have been disposed of, the Parties will again attempt to resolve any impasse. Either or both parties may seek the services of the Federal Mediation and Conciliation Service (FMCS). When the services of mediation do not resolve the

impasse, either party may seek the services of the Federal Service Impasses Panel (FSIP). Any proposals referred to the FSIP shall be deemed a provision of the executed agreement upon receipt of an FSIP decision ordering adoption of the proposal.

g. Negotiability Question: At the time an item is declared non-negotiable by the employer, the Union may submit to the employer a request for their position on the non-negotiable item along with the employer's rationale. The Union may then accept the employer's declaration of non-negotiability or file an appeal with the FLRA. The rules and regulations of the FLRA will govern procedures for the filing of the appeal.

Section 6.4 – Past Practice

1. A Past Practice is a longstanding frequent practice that is accepted and known by the Parties, that is not specifically included in this Agreement, and that does not contradict Federal law. This Agreement, Agency regulations, and Federal law take precedence over Past Practice and tradition when there is a contradiction.
2. Any past practice that pre-dates the effective date of this Agreement is unenforceable unless explicitly continued by the Agreement.

Section 6.5 – Unfair Labor Practices (ULP)

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

Section 6.6 – Steward Program

1. The appointment and management of Union Stewards is an internal Union matter.
2. Stewards shall be allowed a reasonable amount of Official Time IAW Section 6.7. However, normally no more than one (1) Steward from Barrigada Readiness Center (BRC), one (1) Steward from Fort Juan Muña (FJM), and one (1) Steward from Andersen AFB may be on Official Time simultaneously.
3. It is agreed that Stewards will carry out their duties in a way that does not interfere with the Agency's ability to accomplish the mission.
4. Stewards will be available for call back if needed and shall report to their supervisor immediately upon return.

Section 6.7 – Official Time and Travel of Union Stewards/Representatives

1. Union Stewards/Representatives shall be permitted a reasonable amount of Official Time in order to effectively represent employees IAW this Agreement. Reasonable time for

representational activities (e.g., discussions, meetings, investigations, negotiations, and bargaining sessions) shall be that amount of time determined by both Parties to effectively deal with workplace matters such as:

- a. conditions of employment and/or employee working conditions;
- b. representation of employees during a Weingarten investigation or during the course of an adverse action;
- c. to review and/or evaluate a proposed policy change and formulate a recommendation;
- d. to negotiate or bargaining a new proposal or change;
- e. to attend Agency and/or Union-sponsored training which is beneficial to both Parties, normally not to exceed forty-eight (48) hours per individual per calendar year. A request to exceed the forty-eight (48) hour timeframe shall not be unreasonably denied.

2. This list above is not all-inclusive, and Official Time may be requested and granted for other situations not listed as long as the purpose and/or justification falls within the parameters of 5 USC §7131.

3. Union Stewards/Representatives shall request Official Time through their appropriate supervisor. The request should state their destination, estimated time of return, and the nature of Union business. If the request cannot be accommodated due to mission requirements, the representative will be informed of the earliest possible time when they will be able to leave his/her work site. Union Stewards/Representatives will be available for call back due to mission requirements.

4. Requests for prolonged absences (longer than 8 hours) will be made by using an official memorandum on Union letterhead. Absences of short duration (less than 8 hours) may be requested using the attached form in Appendix B. Use of email to forward the form is acceptable.

5. Whenever an employee seeks to meet with the Union concerning a representational matter, and that meeting takes place during duty hours, reasonable notification shall first be provided to the employee's immediate supervisor prior to the meeting taking place. If the employee cannot be released at that time due to mission requirements, the Union will be informed of the earliest possible time when the employee will be available. Supervisor cannot deem the employee's release contingent on subject-matter knowledge. No notice is required when representational activities take place during non-work periods (i.e., before and after regular duty hours, during breaks, or during the lunch period).

6. Paragraphs 1 – 5 notwithstanding, the Union's designated State Representative may be granted additional Official Time for the purposes of discharging representational duties IAW 5 USC Chapter 71 and this Agreement.

Section 6.8 – Access to Facilities (The use of government property must be utilized in accordance with Executive Order 13837.)

1. Subject to normal security limitations, Union Representatives will be granted access to Agency facilities. The Union's request to access Agency facilities shall not be unreasonably delayed or denied.
2. Access in conjunction with scheduled membership drives shall be coordinated with the HRO-Technician office and shall be limited to non-work areas such as a lunch/break room or other non-work areas where employees usually gather during periods of rest. In facilities that do not have a lunch/break room the Union will be allowed temporary use of a conference room or other work area in order to support an authorized membership drive.

ARTICLE 7 – VOLUNTARY ALLOTMENT OF UNION DUES

Section 7.1 – Arrangements for Dues Deductions

1. Dues deduction will be accomplished IAW 5 USC §7115.
2. Employees eligible for bargaining unit membership may elect to pay Union dues by having the Agency deduct a pre-specified amount of monies from the employee's regular paycheck. This will be accomplished by filling-out form *SF 1187 Request for Payroll Deduction for Labor Organization Dues* form and forwarding the completed form to the Union. The Union will certify the amount of dues while completing the appropriate portions of the form and then forward the form to the Agency.
3. Allotments will become effective on the first full pay period commencing after receipt of the applicable form by the employee Payroll Office. The Agency will be responsible for recuperating dues not collected as a result of an administrative delay or error, unless that delay or error is caused by reasons beyond the Agency's control.
4. An allotment shall terminate when the employee leaves the unit as a result of any type of separation, transfer, reassignment, promotion or other action which would exclude the employee from the bargaining unit; upon loss of exclusive recognition by the Union; when the agreement providing for dues withholding is suspended or terminated by an appropriate authority outside DoD, or when the employee has been suspended or expelled from the Union. Employees can make arrangements with the Union for other methods of payment (i.e., personal check, debit, or allotment through MyPay).
5. An employee may voluntarily revoke his/her allotment for the payment of dues by submitting an *SF 1188 Cancellation of Payroll Deduction for Labor Organization Dues* form directly to the Union. Once the request is validated the Union will submit the request to the Agency. Upon completion, copies will be provided to the employee, the Union, and to HRO (Labor Relations).
6. Dues withholding arrangements as set forth in this Article will continue if this Agreement is not renegotiated by its termination date because of impasse, third party proceedings involving a negotiability dispute, or unit representation.

ARTICLE 8 - HOURS OF WORK AND COMPENSATION

Section 8.1 - Workweek and Work Schedules

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

2. The Agency has the right to establish each employee's workweek to ensure cost effective and timely compliance with operational requirements. Subject to these requirements, the Agency, in establishing an employee's work schedule, shall take into consideration any personal hardship made known to the Agency by an employee, and shall make every reasonable effort to provide each employee a work schedule fourteen (14) calendar days in advance of its effective date. It is agreed that work schedules shall remain in effect for at least two pay periods when possible and consistent with 5 CFR 610.121.

3. The administrative workweek consists of seven consecutive calendar days, designated in advance, traditionally beginning on a Sunday and ending on the following Saturday. The basic workweek consists of forty (40) hours within the administrative workweek, scheduled over five (5) days, normally Monday through Friday. Two (2) non-work days outside the basic workweek are consecutive, usually Saturday and Sunday. The working hours in each day of the basic workweek are the same. The basic non-overtime workday may not exceed eight (8) hours. The occurrence of holidays may not affect the designation of the basic workweek. Breaks in working hours of more than one (1) hour may not be scheduled in a basic workday. The Agency may establish alternate or compressed work schedules that modify the basic workweek to less than five (5) consecutive workdays.

4. Upon approval of this Agreement, or sooner if by mutual agreement, the Parties will establish a Work Schedule Committee tasked with establishing, monitoring, adjusting and making recommendations to the Agency Head concerning the work schedule policy. The Committee should be composed of an equal number of representatives from each Party, however each Party will be responsible for determining the composition of their team. The Committee shall meet annually, or at the request of either the Agency or Union if circumstances require, and will observe the following criteria:

- a. Agency mission requirements
- b. Core duty hours (if applicable)
- c. Work Schedule Option(s) (i.e., single work schedule or combinations thereof, such as 4/10, 5/4/9, 5/8) that allows the Agency to meet mission requirements
- d. Employee work schedule preferences
- e. Accommodation for individuals experiencing personal hardships

5. Any changes to the work schedule policy, regardless of whether all or a portion of the bargaining unit is affected, must be negotiated with the Union IAW Section 6.2 prior to implementation. Work schedule changes due to emergencies will be accomplished IAW Section 4.2.

Section 8.2 – Reporting for Duty

1. Employees have a responsibility to report to work ready, willing, able, and in proper attire, promptly at the beginning of their scheduled work period. Employees must be in their assigned duty uniform at all times during their work shift. Clean-up time authorized IAW Section 11.10 may not be used to change into or out of civilian clothes.

2. Except in the case of an emergency, employees will notify their immediate supervisor as soon as possible, but not later than two (2) hours after beginning of the work shift, of the reason that prevented them, or will prevent them, from reporting to work on time. If the employee is incapacitated and/or physically unable to initiate contact, then the Agency may accept tardiness or absence notice from an employee's next of kin.

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

4. Tardiness and absence notices, regardless of the circumstances, should be provided verbally by the employee directly to their supervisor. However, employees may use other modes of acceptable communication, such as voice mail, email, and/or text messaging, as a secondary method of attempting to provide notice, or when all efforts to verbally contact the supervisor have been reasonably exhausted by the employee.

5. Occasional tardiness and absences from duty of less than thirty (30) minutes may be excused at the Agency's discretion when the reasons are justified to the supervisor. Justifiable reasons are events which are beyond the employee's control and cannot be reasonably predicted by an employee.

6. Unexcused tardiness or absence of any duration shall be charged as absence without leave (AWOL). Supervisors will notify employees of their determination that a tardiness or absence has been deemed unexcused.

7. Employees will not be permitted or be required to work during any period for which leave is charged.

Section 8.3 – Lunch Periods and Breaks

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

2. When Agency mission requirements do not allow an employee a full thirty (30) minute consecutive and uninterrupted lunch period, the employee will be compensated for his/her missed lunch period. An employee cannot deliberately work through their lunch period in order to shorten their duty day.

3. Fifteen (15) minute rest periods or breaks, during the first half and the second half (i.e., before and after lunch) of an employee's shift, will be granted. Rest breaks will not be taken in conjunction with the lunch period, or at the beginning or end of the work day. Breaks may not be carried over or accumulated for use on a subsequent duty day.

4. Upon request, or at the direction of a supervisor, an employee may be authorized additional rest periods of a short duration when such periods are deemed beneficial and/or necessary. Additional rest periods are appropriate in the following situations:

a. To provide relief from extreme temperature, hazardous work, confined or restricted spaces, or from work that requires continual and/or considerable physical exertion.

b. To reduce the potential for accidents due to fatigue.

Section 8.4 – Work in Excess of Regular Work Hours (Overtime Work)

1. The Parties, in consonance with applicable laws and regulations, agree that occasionally the Agency will need employees to work in excess of their regular work hours (overtime) in order to meet mission requirements. Employees will be compensated for overtime work IAW applicable law regardless of whether the work is performed on a voluntary basis, or as directed (involuntary) by the Agency in order to support the Agency's mission.

2. Overtime work is any activity that an employee is required to accomplish or participate in, including mandatory meetings or events scheduled and/or hosted by the Agency or its representatives, which require an employee to be present at the worksite prior to the beginning of their regular duty day, or require an employee to remain at the worksite after their regular duty day ends.

3. Supervisors should provide sufficient time for employees to complete necessary pre-work preparations and end-of-work activities with normal work hours. Requiring employees to arrive at the worksite prior to start of their shift in order to make ready for work or causing employees to remain at the worksite beyond the end of their shift in order for them to accomplish personal or shop clean-up and tool turn-in is considered compensable overtime work. These types of activities are considered part of the work process and should be accomplished during regular duty hours.

4. Overtime requirements will be announced as far in advance as possible to allow employees the opportunity to make suitable arrangements in order to perform the overtime work.

5. The Agency will make every effort to direct or assign employees overtime on an equal basis and shall take into consideration the nature of the work, the need for special skills, the priority of productive or support effort, and the numbers of employees required. In no case will overtime

work be directed or assigned to any employee as a reward or punishment.

6. The Agency should make every effort to seek qualified volunteers prior to mandating that an employee performs overtime work. In the event there are insufficient qualified employee volunteers willing to perform overtime work, the Agency has the authority to direct an employee to work overtime to meet the Agency's mission requirements.

7. The Agency shall provide affected employees not less than seventy-two (72) hours' notice to schedule involuntary overtime except when the head of an agency determines that the agency would be seriously handicapped in carrying out its functions or that costs would be substantially increased.

8. Supervisors will also take into consideration any personal hardships that overtime work may cause the affected employee(s) and will make every effort to accommodate said hardships. These include issues such as child care, school, transportation to and from the workplace (especially if an employee participates in car-pooling), and distance from the employee's home of record to the worksite.

9. Employees scheduled to work overtime will be notified of any cancellation of the overtime requirement by the end of the preceding workday, when possible. Employees scheduled to work overtime on any non-duty day will be notified of any cancellation as soon as it is known but not later than 1200 hours on the preceding duty day, if possible.

10. It is agreed that when overtime follows a regular work shift, the employee may, upon request, be granted a fifteen (15) minute paid break at the beginning of the overtime period and, at the employee's request, they may be granted a thirty (30) minute non-paid meal break to begin no later than two (2) hours after the overtime period begins.

Section 8.5 – Call Back

1. Call Back is the act or an instance of requesting that an off-duty employee report to work and perform assigned duties on a day when work was not scheduled, or after the regular work day is over.

2. Unscheduled call back work entitles an employee to at least two (2) hours of compensatory time.

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

1. In order to deal with situations occurring after regular duty hours, employees may be placed on either a stand-by or on-call duty status. Initial notice may be made verbally; however, a formal written order should follow that explains in detail the stand-by or on-call requirement.

2. The Agency may establish routine prohibitions regarding alcohol consumption, and may restrict the use of specific prescription or over the counter drugs, in order to ensure employees maintain the ability to perform work.

3. Stand-By Duty. An employee is considered on duty and time spent on standby shall be considered 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 employee's activities so substantial that the employee cannot use the time effectively for his/her own purpose. The Parties agree that compensatory time shall be used in standby situations.

a. The Agency shall make every reasonable effort to provide an employee advance notice specifying the beginning and ending period that the employee is on standby status, and of its cancellation as soon as possible.

b. The Agency agrees that when an employee is placed in a standby status, compensatory time shall be granted for the standby period provided the following are apparent:

(1) The employee is restricted to his/her living quarters or designated post of duty;

(2) Has his/her activities substantially limited; and

(3) Is required to remain in a state of readiness to perform work.

c. Employees will be compensated in equal amounts spent by them in irregular or overtime work IAW applicable law.

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

a. The employee is allowed to leave a telephone number or to carry an electronic device for the purpose of being contacted, even though the employee is required to remain within a reasonable call-back radius; or

b. The employee is allowed to make arrangements such that any work which may arise during the on-call period will be performed by another person.

c. Once an employee responds to a call and is required to work, the employee shall be compensated from the moment the work begins.

Section 8.7 – Other Pays

Night Shift Differential, Sunday and Holiday Premium pay will be computed IAW applicable laws.

ARTICLE 9 – LEAVE

Section 9.1 – General Provisions

1. An employee's request to take earned leave will normally be granted as requested unless the supervisor determines that the employee's presence is required to meet mission requirements.
2. Employees are encouraged to apply for leave as far in advance as possible; however, there is no set requirement on how far in advance a request must be submitted in order for it to be approved.
3. Approval or denial of employee leave requests are based solely on the Agency's mission requirements at the time the request is submitted. If an employee has sufficient leave to cover the period of absence, and their absence will not negatively impact the Agency's mission then the supervisor shall approve the request.
4. An employee may cancel previously requested leave at any time.
5. Leave entitlements not specifically addressed in this contract will be done IAW applicable law and regulation.

Section 9.2 – Annual Leave

1. Supervisors will approve or disapprove properly submitted requests for non-emergency annual leave as soon as possible. If a request is disapproved, the reason will be documented, and the employee will be notified immediately. The supervisor will work with the affected employee to reschedule the disapproved leave as necessary.
2. Annual leave requests for emergency reasons will be considered on a case-by-case basis and may be granted even if the employee's absence will have a negative impact on the Agency's mission. Employees will notify their supervisor as soon as possible of the emergency situation stating the reason for the request and the time they desire to be absent from work.
3. When two or more employees from the same work section request the same period of leave and circumstances prevent approval of all requests, approval will be granted based on mission requirements and then on a first come first served basis. However, supervisors shall consider the prior leave requests and approvals of the employees affected to ensure fair execution of the annual leave program.
4. Employees may exhaust all of their annual leave balance during one continuous period of absence and for any reason, insofar as mission requirements permit. Supervisors cannot require that employees maintain a minimum annual leave balance. Supervisors also cannot require that employees provide a reason or justification for non-emergency annual leave in order to approve their request.
5. Supervisors or employees may request the carry-over of use/lose leave if the mission dictates that leave cannot be used before the first pay period of the new calendar year; however, approval is not an entitlement.

6. Once approved, annual leave should not be cancelled unless the employee's presence is necessary to meet mission requirements. Prior to cancellation, the supervisor shall consider any personal or financial hardship to the employee to include the potential loss of deposits or payments made to vacation providers and retailers including hotels, airlines, cruise ships, etc. The supervisor shall provide justification for any cancellation decision and will work with the employee to mitigate any personal or financial hardship caused, to include delaying the employee's return if such a delay will not have a significant impact on the Agency's ability to accomplish the mission.

7. Employee requests for advanced annual leave shall be made in writing through their supervisor to the HRO. The request will include the number of hours applied for and proper justification. The maximum amount of annual leave that can be advanced is limited to the amount of annual leave an employee would accrue for the remainder of the leave year. Advance annual leave is not an entitlement. Employees will be required to repay the amount of advance leave for which he or she is indebted in the event they separate from Federal service prior to accruing the amount of leave advanced.

Section 9.3 – Sick Leave

1. Employees shall earn and be granted sick leave, or advanced sick leave, IAW applicable law and regulation.

2. A supervisor may require a medical certificate to support use of sick leave for three (3) consecutive days or more. When requested, an employee must provide administratively acceptable evidence or medical certification within fifteen (15) days of the Agency's request. If the employee is unable to provide evidence, despite the employee's diligent, good faith efforts, he or she must provide it within a reasonable period of time, but no later than thirty (30) calendar days after the Agency makes the request. If the employee fails to provide the required evidence within the specified time period, he or she is not entitled to use sick leave.

3. An employee's signed statement certifying that the period of absence is chargeable to sick leave may be accepted when it is unreasonable to require a medical certificate. Circumstances under which an employee's signed statement is acceptable in lieu of a medical certificate are:

a. Inability to secure an appointment with a medical professional during the period of incapacitation.

b. Temporary illness causing an absence of three (3) days or less if the nature of illness would not necessarily require the services of a medical professional (e.g., common cold or other instances of temporary non-emergency conditions).

c. If acquiring a medical certification would cause a recognized financial hardship.

4. If there is a reasonable suspicion that sick leave is being abused, the Agency reserves the right to require a medical certificate for sick leave of any duration. However, in such cases, the Agency shall counsel and advise the employee, in writing, of their suspicion that sick leave is being abused and that a medical certificate will be required to support any future approval of sick

leave regardless of duration. This notice will contain the reasons the employee is required to furnish a medical certificate and shall provide the employee an opportunity to provide rebuttal evidence to dispute the charge of sick leave abuse. Supervisors will review the sick leave record of those employees suspected of sick leave abuse every six (6) months to determine if this requirement should continue. The employee will be advised, in writing, of the supervisor's determination.

Section 9.4 – Compensatory Time (CT)

1. CT shall be earned and granted IAW applicable law, rule, and regulation.
2. CT should be used before Annual Leave unless the employee is in a use/lose leave status.
3. Additional guidance for CT (Overtime Work) is addressed in Article 8.4.
4. An employee must use accrued compensatory time off by the end of the 26th pay period (one year) after the pay period during which it was earned. Dual status technicians who fail to use their accrued compensatory time will forfeit their CT, unless it is due to a requirement of the service beyond the employee's control.

Section 9.5 – Leave Without Pay (LWOP)

1. An employee's request for leave without pay may be granted as follows:
 - a. When serving as an officer, employee, or representative of the Union, an employee who has been duly elected or appointed as a Union Officer or Delegate, and whose official Union duties may require an extended absence from their regular position, shall be granted annual leave and/or leave without pay upon request, not to exceed four (4) cumulative years, pursuant to a sixty (60) day written notice. LWOP shall not be granted for the purposes of political campaigning.
 - b. To deal with personal matters or emergencies.
2. Employees are entitled to LWOP for the following purposes:
 - a. The Family and Medical Leave Act of 1993 (FMLA), provides covered employees with an entitlement to a total of up to twelve (12) weeks of unpaid leave (LWOP) during any 12-month period for certain family and medical needs. Military caregiver leave allows an eligible employee who is the spouse, son, daughter, parent, or 'next of kin' of a covered veteran with a serious injury or illness to take up to a total of 26 workweeks of LWOP during a 'single 12-month period' to provide care for the veteran.
 - b. The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) provides employees with an entitlement to LWOP when employment is interrupted by a period of service in the uniformed service.

c. Executive Order 5396, July 17, 1930, provides that disabled veterans are entitled to LWOP for necessary medical treatment.

Section 9.6 – Excused Absences

1. Excused absences may be granted IAW applicable policy, laws and regulation. The intent of an excused absence is to provide for authorized brief absences from duty without loss of pay and without charge to other paid leave.

2. Medical Appointments for Combat-Related Injuries: Dual-status technicians may be granted excused absence to attend medical appointments that meet the following criteria:

a. The medical appointment must be at a facility approved or designated by the Veterans Administration (VA) to evaluate or treat the technician.

b. The medical appointment must be related to an injury or illness incurred in a combat zone as a result of active service in the Armed Forces of the United States, and treatment of the condition is directly related to the technician's continued employment.

c. The request for excused absence must be submitted using OPM Form 71 (or its equivalent) and must be accompanied with written documentation from the VA to verify that the appointment meets the criteria set forth in this policy. Each request for excused absence must be submitted separately.

d. The amount of excused absence granted shall be the amount of time needed to cover the medical appointment, plus the amount of time needed to cover travel to and from the technician's assigned duty station and the medical facility. The employee will request that the medical facility provide documentation verifying the appointment start and end time and shall submit that documentation to their supervisor.

e. The technician is responsible for providing the required documentation to justify an excused absence request IAW this policy. Excused absence cannot be granted unless the criteria in sub-paragraph (2) i – iv are satisfied. When the criteria cannot be satisfied prior to attending a VA medical appointment, the employee shall be placed in an appropriate leave status to cover the period of absence. However, a technician may subsequently provide the required documentation at which point their time and attendance record shall be promptly corrected to reflect the appropriate duty status.

f. The Agency will consider the following factors when determining the appropriateness of the excused absence:

- 1) The treatment of the illness or injury directly impacts the employee's military non-deployability status.
- 2) The employee's current sick leave balance is below 104 hours (i.e., a low leave balance that could cause financial hardship).
- 3) The amount of excused absences already given and whether it would be more

appropriate for the employee to be on Warrior Transition Active Duty status or some other active status as determined by a line of duty (LOD) investigation.

Section 9.7 – Hazardous Weather and Other Emergency Conditions

1. When hazardous weather or other emergency conditions (i.e., loss of power, water, or heat) are affecting, or are forecasted to affect, an employee's home of record or worksite, the Agency may approve an employee's request for leave so that they may take care of their personal affairs.
2. Unless notified otherwise, employees are to presume that their worksite will be operational each regular work day regardless of weather or other emergency conditions.

Section 9.8 – Funeral Leave (Title 5 U.S.C. Section 6326)

An employee is entitled up to three (3) consecutive or non-consecutive workdays to make arrangements for, or to attend, the funeral or memorial service for a qualifying family member, as defined by 5 CFR § 630.803, who died as a result of wounds, disease, or injury incurred while serving in a combat zone (IAW 26 USC § 112) as a member of the Armed Forces of the United States. The employee shall furnish justification for scheduling nonconsecutive days.

Section 9.9 – Leave in Conjunction with Military Duty

1. An employee who is also a member of the Reserve Component is authorized fifteen (15) days, or one-hundred and twenty (120) hours, of military leave each fiscal year to cover periods of absence from work in order to perform military duty. However, employees are entitled to use any combination of military leave, annual leave, compensatory time, time-off awards, or leave without pay (LWOP) in conjunction with military duty performed during their regular duty hours. The following guidance applies:
 - a. Military duty includes training or duty such as active duty for operational support (ADOS), annual training (AT), and other Federal duty statuses approved by law. Normally, these duty periods are equal to one twenty-four (24) hour period of duty, or one day.
 - b. Employees performing military duty during their regular workweek will be charged an amount of leave necessary to cover the portion of their civilian work shift affected by the active duty period.
 - c. Military leave may not be used to cover periods of state active duty (SAD). However, employees may use any other leave status mentioned in paragraph 1 (above) to cover the period of absence as a result of SAD, as well as law enforcement leave (LEL) as described in paragraph 3 (below).

Section 9.10 – Court Leave

1. Employees are authorized court leave with pay when summoned in connection to serve as a juror; or as a witness in a nonofficial capacity on behalf of any party in connection with any judicial proceeding to which the Federal, State or local government is a party.

2. If an employee is on annual leave when called for jury duty or witness service, court leave shall be substituted. No charge shall be made to annual leave for the court service.
3. An employee who is under proper summons from a court to serve on a jury should be granted court leave for the entire period, regardless of the number of hours per day or days per week the employee actually serves on the jury during the period.
4. Jury service for which an employee is entitled to court leave does not include periods when the employee is excused or discharged by the court, either for an indefinite period, subject to call by the court or for a definite period in excess of one (1) day. Therefore, an employee may be required to return to duty or be charged annual leave if excused from jury service for one (1) day or even a substantial part of a day. The employee may not, however, be required to return to duty if it would cause a hardship.
5. When an employee is called for court service (as a witness or juror), the court order, subpoena, or summons, if one was issued, must be presented to the supervisor as far in advance as possible.
6. The employee cannot retain fees received for jury duty and witness service performed. The employee must submit fees received for jury or witness service by money order or personal check to the Agency. A certificate of attendance from the clerk of the court must also be submitted. The certificate shows inclusive dates of jury duty or witness service and amount of fees the court paid to the employee. The certificate of attendance, separately, should identify fees and allowances.
7. Fees received by the employee are collected while allowances are not collected. If the certificate of attendance does not identify allowances separately, all moneys are considered fees and shall be collected.
8. The employee may keep reimbursements for expenses received from the court, authority, or party that caused the employee to be summoned, and may keep fees that exceed the employee's compensation for the days of service. An employee serving on a jury in a state or local court who waives or refuses to accept jury fees is still liable to the U.S. Government for the fees that would have been received.

ARTICLE 10 – DUAL STATUS TECHNICIAN REQUIREMENTS

Section 10.1 – Uniform Appearance

1. The Parties agree that performing duties as a dual status (DS) technician requires wear of the uniform appropriate for the member's grade. Technicians will adhere to appropriate appearance standards, customs, and courtesies of their respective service.
2. Employees are not required to wear the military uniform under the following situations:
 - a. During non-duty hours
 - b. When on Official Time acting as a Union Representative
 - c. While appearing as an aggrieved employee or Union witness before a third party proceeding.
3. The Agency shall provide employees with a total of four (4) sets of their primary duty uniform and all accessories required for proper uniform wear IAW military regulations as follows:
 - a. Uniforms will be provided 'ready-to-wear' to include emblems/patches/ribbons, nametags/tapes, insignia, etc. as required by regulations.
 - b. All other clothing accessories such as undershirts and socks, ties, gloves, shoes/boots, hats, etc. as required by regulations.
 - c. Cold and foul weather gear as provided in Section 11.3(5).
 - d. Items shall be replaced on a fair wear and tear basis. Employees are highly encouraged to procure fair wear and tear replacement items as soon as the item becomes unserviceable. Employees who delay procuring replacement items until their entire stock of uniforms is unserviceable may experience delays in having items issued, and may become responsible for purchasing their own items in order to comply with their requirement to report to work in the appropriate duty uniform.
4. Employees receive their normal issue of military apparel through their membership in the GUNG. The following process will be observed when requesting uniform items:
 - a. STEP 1: Employees will submit orders for required uniform items through their military unit of assignment's supply system.
 - b. STEP 2: The military unit will review the order to ensure the employee is authorized to be issued the items requested and will place an order for the items which the employee is authorized to receive. The order shall be placed as soon as possible, but no later than thirty (30) days after the uniform items were requested.
 - c. STEP 3: As soon as possible, but no later than sixty (60) days after placing an order, the employee shall confirm the status of their uniform order with their military unit, to

include the expected date of issue. If the uniform items are not expected to be issued within ninety (90) days after initial order, or it's been more than ninety (90) days since the initial order was placed, go to STEP 4.

d. STEP 4: The employee shall notify their immediate supervisor of the delay so that the Agency can secure the uniform items through alternate means. If the Agency is not able to secure the items through alternate means within thirty (30) days of the employee notifying their supervisor IAW with this step, go to STEP 5.

e. STEP 5: The employee may file a grievance IAW Section 12.6, Phase 3, the Agency Head Review, in order to compel the Agency to provide the requested items.

Section 10.2 – Medical Requirements

1. Medical requirements associated with technician employment, to include immunizations or testing under a substance abuse program, will be accomplished IAW NGB policy.
2. An employee who is pending OPM disability retirement may be retained until the disability retirement process has been completed. The supervisor will make a recommendation based upon each individual situation. The recommendation will be forwarded up the supervisory chain for final determination. The employee, if retained, may be reassigned to a different position and/or a different work site within the same commuting area.

Section 10.3 – Selective and Qualitative Retention Boards (SRRB and QRB)

1. This section does not create a new entitlement and is not grievable.
2. The Agency will make every effort to inform military technicians (dual status) not selected for retention of their right to appeal according to applicable laws and regulations (ANGI 36-2606 and or AR 135-205).

Section 10.4 – Other Military Considerations

Unless covered by their position description, a technician may not be required to accomplish duties pertaining to military training, readiness, force protection and other military-related assignments to include training of traditional Guard members, military exercise participation, mobility exercise participation, weapons qualification training, participation in military formations, or medical mobility processing. These tasks have no impact on the classification of a technician's civilian position and may not be addressed in a technician's performance standards.

ARTICLE 11 - SAFETY AND OCCUPATIONAL HEALTH

Section 11.1 – General Provisions

1. It shall be the responsibility of the Agency, the Union, and employees to observe all safety precautions and maintain the standard of safety established IAW applicable laws, regulations, and safety and occupational health policies.
2. The Parties agree to exert every reasonable effort to provide and maintain a work environment conducive to the safety and well-being of all employees, and to provide safety and health training for all employees IAW applicable laws, rules, and regulations.
3. All rules, laws, and regulations pertaining to safety and health shall be on-hand within the employees work center and will be adhered to by all employees.
4. Hazardous tasks shall normally be assigned and performed by employees who have received appropriate briefings, instructions, and training pertinent to the hazardous tasks to be performed. The performance of hazardous tasks shall incorporate all immediately available safety precautions and devices.
5. The Union agrees to cooperate in these efforts and encourage employees to work in a safe manner, obey established safety policies, and directives, and wear the required safety equipment.
6. The Union shall be allowed to be present at Safety Council meetings. The Agency agrees to consider all recommendations of the Union relative to basic policy on safety and health.
7. The cost and responsibility for cleaning and repair of protective clothing and equipment contaminated with or by controlled waste material shall be borne and provided by the Agency.
8. The Agency shall provide employees access to permanent personal hygiene facilities at each worksite. This includes access to latrine and shower facilities, segregated by gender, that are adequately cleaned/maintained, powered, and stocked with supplies, and which have ready access to potable drinking water. When such facilities are not available, the Agency shall provide temporary portable latrine, shower, and mobile drinking water, and shall provide for the regular cleaning/maintenance, and replenishment of supplies until permanent facilities are provided or restored.
9. An employee under the care of a physician shall promptly inform the supervisor of any condition or prescribed medication that will impair the employee's ability to safely perform assigned duties. Information provided by an employee shall include the limiting effects of the medication and expected duration of prescription. The Agency shall make every reasonable effort to find a safe, temporary assignment for the employee. However, such accommodation is not an entitlement. In cases where impairment caused by medications cannot be accommodated, an employee will not be allowed to return to work until they are cleared by a medical professional.

Section 11.2 – Health Services

1. The Agency shall establish and maintain an Occupational Health Services and Preventive Medicine Program as provided for in 5 USC Chapter 79 and other applicable laws, rules and regulations.
2. An employee’s medical record may be disclosed without their consent in accordance with DoD 5400.11-R C4.2, as long as the individual requesting access has an official need for the record, articulates in detail why the records are required, the intended use of the record relates to the subject matter for which it is maintained, and only the minimal amount of information required is disclosed. The entire record is not released if only a part of the record will suffice. A requestor’s rank, position, or title alone does not authorize access to personal information about others, including their medical record.
3. The Agency shall host “Health Benefits Seminars” in support of the annual benefits open season period. During these seminars, representatives from major insurance providers will be made available to provide employees information regarding their benefit plans. Dates and locations will be determined by the Agency. Employees will be made aware of these seminars as far in advance as possible and will be allowed excused absence to attend.

Section 11.3 – Safety and Protective Clothing/Equipment (PPE)

1. The Agency agrees to provide all appropriate safety equipment and protective clothing to employees to facilitate the performance of their assigned duties.
2. An employee who, after evaluation from an optometrist, is required to wear prescription eyeglasses and is required to wear these eyeglasses in order to safely accomplish their assigned duties, may provide their prescription to the Agency who shall then provide the employee with one pair of prescription safety glasses or goggles at no personal expense to the employee, but not to exceed the amount allotted by the Agency. Employees will be responsible for paying any amount which exceeds the allowance provided by the Agency.
3. Employees will be issued protective footwear, and replacement for fair wear and tear of such, that conforms to OSHA standards as outlined by applicable laws.
4. The Agency shall provide employees an adequate supply of protective clothing as required by the employee’s assigned duties. The cost for maintenance and care of the protective clothing shall be borne by the Agency. Specifically:
 - a. Ground Maintenance technicians will be provided four (4) coveralls to include cleaning and repair or replacement as necessary of such coveralls.
 - b. Aircrew and flight-line maintenance technicians will be provided four (4) fire retardant (e.g., NOMEX) flight suits and four (4) sets of fire retardant (e.g., NOMEX) gloves to include cleaning and repair or replacement as necessary of such items.
5. The Agency agrees to provide employees clothing items as required to work in inclement weather conditions IAW CTA requirements and authorizations. The items will be made part of

the employee's issued property record and shall be replaced on a fair wear and tear basis, or when it becomes unserviceable during the course of performing normal duties. Employees will be responsible for the maintenance and safekeeping of these items and will be responsible for replacement or payment of items that become lost or damaged due to employee negligence.

Section 11.4 – Procedure for Unsafe/Hazardous Assignments

1. The Agency will give full consideration to the need to adhere to established safety directives in the assignment of work, and shall consider the safety factors that address time, duration, frequency of exposure, and the wearing of additional personal protective equipment before directing any employee to perform function-specific tasks. Function-specific tasks may include, but are not limited to, welders, painters, radiation protection personnel, calibration personnel, auto rebuild employees, etc. These tasks shall comply with applicable OSHA standards.
2. Should an employee observe or reasonably believe a work assignment is unsafe or involves a potential hazard to their health, the employee should immediately report the circumstances to the Agency. This includes work assignments inside or outside the scope of their position description for which they have yet to receive training.
3. Any person may report an unsafe or hazardous condition, or one that places an employee in imminent danger.
4. Upon receiving such a report, the Agency will insure the work is being performed IAW the proper procedures and safety directives or, in the case of imminent danger, cease the work process until the appropriate safety procedures and directives are implemented in order to prevent injury or death of employees, and damage to property.
5. When an employee is assigned a safety-related duty for which they are not currently trained or qualified to perform, the Agency must ensure that the employee receives the appropriate training prior to carrying out these duties. Any protective equipment normally required during the course of accomplishing said duties must be provided at the time the employee is required to accomplish the task.
6. Employees may decline to perform an assigned task due to the risk of imminent death or serious bodily harm until those risks are mitigated through appropriate safety precautions. This includes situations where two persons are required in order to safely accomplish the task, when required personal protective equipment is not available, and/or when the employee is not qualified to accomplish the task.

Section 11.5 – Employees Free from Reprisals

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

Section 11.6 – Clothing Change during Duty Hours

1. When clothing being worn by an employee has become contaminated with hazardous materials the Agency shall take the appropriate steps to respond based on the type of the contaminant.
2. Employees should normally maintain an additional set of work uniforms in their personal locker in case their primary set of work clothes become contaminated. In some instances, it may be necessary to direct or allow an employee to return to their residence, change clothing, and return to the worksite within a reasonable amount of time.

Section 11.7 – Worker’s Compensation Entitlements

1. It is the Agency's responsibility to advise, orient and assist employees regarding entitlement of medical and loss-of-pay benefits under the Federal Employee's Compensation Act (FECA) for injuries or illnesses that are job related.
2. It is the employee's responsibility to report any injury or illness that he/she feels may be job related to the supervisor immediately after the occurrence. Employees have a right to seek Union representation concerning workplace injuries and any subsequent claims under this Section. It is also the employee’s responsibility to cooperate with required documents for payment, physical restrictions and follow up.
3. When an employee is incapacitated on the job and unable to notify the supervisor of injury or illness, it shall be the Agency’s responsibility to initiate the required procedures as soon as they are aware an incident has occurred.
4. Employees absent from work due to a work-related injury or illness shall keep the Agency informed of their condition and prognosis on a regular and recurring basis and shall make themselves available for contact and possible follow-up evaluations as required by the Agency. The Agency reserves the right to obtain additional medical information or follow-up opinions, as needed, from an employee’s physician or physicians selected by DOL. The Agency shall secure authorization from the employee to obtain medical records.
5. When a treating physician indicates that an employee is physically able to return to work, including light duty work, the employee is required to notify the Agency immediately. If such work is available, the employee will be notified to report for duty as early as the workday following the physician's determination. The Occupational Health Manager will determine evidenced-based work restrictions and/or accommodations that will be implemented when an employee is medically able to return to work in either a full or modified capacity. An employee that fails to notify the Agency of their ability to return to work, or who refuses to return to work when ordered, could receive overpayment of worker’s compensation benefits and/or be considered AWOL.

Section 11.8 – Labor Representative Accompany Inspection Team

1. The Agency shall notify the Union of any worksite safety inspection being conducted due to an accident or as a result of a reported unsafe condition as it applies to bargaining unit employees.

2. A Union representative will be permitted to accompany any safety, occupational health, or other workplace inspection teams during an evaluation of their unit/facility, and, upon request, provide a copy of any report generated as a result of such an inspection.

Section 11.9 – Occupational Health and Safety Training

1. Although employees are basically qualified to perform their duties, the Agency recognizes the need for specific training and update training regarding Occupational Health and Safety to assure employee safety and a minimum loss of man-hours due to preventable injuries.

2. Employees will be furnished Basic First-Aid Instruction, Cardio-Pulmonary Resuscitation (CPR) instruction, and Automated External Defibrillator (AED) training as required by their position description. Each person who successfully completes a recognized course will receive a certification card.

Section 11.10 – Make Ready, Tool Turn-In, and Clean-Up Time

1. A reasonable amount of time at the beginning and at the end of the work shift will be allowed for employees to prepare personal and/or work area clean-up, and tool or equipment turn-in as necessary.

2. This will not prevent the Agency from assigning work as necessary.

Section 11.11 – Office Environment

The Agency will provide, upon employee request and within budget constraints, office accommodations and equipment which reduce or eliminate the risk of prolonged sitting and staring at computer video monitors. These items include, but are not limited to, eye and posture protective devices such as screen covers, ergonomic keyboards, mice, chairs, and desks to those employees who do a substantial amount of computer terminal work.

Section 11.12 – Other Programs

1. The Agency agrees to implement and administer an ongoing voluntary Physical Fitness Incentive Program which allows employees the opportunity to achieve and maintain certain fitness requirements during duty hours. An employee's participation in the program may not interfere with the Agency's ability to accomplish the mission. This program is not an entitlement and may be modified to accommodate mission requirements. Participation in the program is strictly voluntary and will be utilized in accordance with current TAG policy.

2. Accommodations for nursing mothers will be provided IAW Federal law and regulation.

ARTICLE 12 – GRIEVANCE AND ARBITRATION

Section 12.1 – General

1. The parties agree that a genuine effort will be made to settle grievances expeditiously and at the lowest level possible. The Parties further agree, when appropriate, to utilize alternative dispute resolution processes (e.g., mediation) in attempting to resolve grievances.
2. Employees retain the right to request Union representation in the grievance procedure, or to decline such representation.
3. Regardless of an employee's representation option, the Union, IAW 5 USC §7114, will be given the opportunity to be present during all grievance proceedings to ensure that any relief granted as a result of the grievance process is not inconsistent with the terms of this Agreement.
4. Parties, as used in this Article, refer to the Agency, the Union, and/or an employee or group of employees regardless of whether they are represented by the Union.

Section 12.2 – Time Limits

1. Failure on the part of a responding party to observe the time limits set forth in this Article will automatically permit the grievant to advance to the next step of the resolution process.
2. Failure on the part of a grievant to observe the time limits will automatically terminate the grievance process, except that all time limits provided in this Article may be extended by mutual agreement.

Section 12.3 – Procedure and Exclusions

1. IAW 5 USC §7121, the Parties agree that this negotiated procedure will be the exclusive method of grievance resolution within the bargaining unit concerning employment matters. Except as provided in this section, any matter of concern or dissatisfaction to an employee, which is subject to the control of the Agency and is related to conditions of employment of bargaining unit employees, can be grieved through this procedure.
2. Matters expressly excluded under 5 USC §7121(c) and/or EO 13839 “Promoting Accountability and Streamlining Removal Procedures Consistent with Merit System Principles” may not be grieved under this procedure, to include:
 - a. Any claimed violation relating to prohibited political activities (Hatch Act Violations).
 - b. Retirement, life insurance, or health insurance.
 - c. A suspension or removal for national security reasons.
 - 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.

f. Final decisions of the Adjutant General regarding matters covered under 32 USC § 709(f)(1).

g. The assignment of ratings of record.

h. The award of any form of incentive pay, including cash awards; quality step increases; or recruitment, retention, or relocation payments.

Section 12.4 – Employee Rights

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

Section 12.5 – Union and Employee Grievance Procedures

1. A grievance must be submitted to the lowest level of the Agency with the ability to resolve the matter.

2. All days in this article are calendar days, unless otherwise stated.

3. To be considered timely, a grievance must be submitted no later than thirty (30) days after the occurrence of a grievable matter or incident, or no later than thirty (30) days after the aggrieved party became aware, or should have been aware, of a grievable matter or incident. Failure to observe the time limits for any step in the grievance procedure shall entitle the grievant to advance the grievance to the next step. Failure of the grievant to observe the time limits at any step of the procedure will have the effect of canceling the grievance as untimely. A grievance may be withdrawn by the proponent at any time.

4. The following procedures shall be used for resolving grievances filed against the Agency:

a. Phase 1 – Informal

(1) The aggrieved party shall advise the appropriate level of the Agency and the Human Resources Office (HRO) Technician Branch of their intent to initiate the informal grievance process. Notice should be provided in writing either via a memorandum or email and may not be amended after this step. The timeline for resolution begins upon notice being served.

(2) The Agency representative will acknowledge receipt of the grievance with signature and date (or via email timestamp). The Agency representative will also forward a copy of the grievance notice to the HRO.

(3) The Agency representative will have fifteen (15) days to attempt resolution of

the grievance. When a grievance has been filed by an employee absent Union representation, the Agency representative must coordinate with the HRO to ensure the Union has the opportunity to be present before any discussions with the grievant(s) take place.

(4) Failure to reach resolution within fifteen (15) days after notice is served will allow the grievant to proceed to Phase 2.

b. Phase 2 – Formal

(1) When resolution is not achieved during Phase 1, the aggrieved party may submit their complaint to the next level of the Agency, and the HRO, not later than fifteen (15) days after conclusion of Phase 1. The timeline for resolution begins upon notice being served.

(2) The Agency representative will acknowledge receipt of the grievance with signature and date (or email timestamp). The Agency representative will also forward a copy of the grievance form to the HRO.

(3) The Agency representative will have fifteen (15) days to attempt resolution of the grievance. When a grievance has been filed by an employee absent Union representation, the Agency representative must coordinate with the HRO to ensure the Union has the opportunity to be present before any discussions with the grievant(s) take place.

(4) Failure to reach resolution within fifteen (15) days after notice is served will allow the grievant to proceed to Phase 3.

c. Phase 3 - Agency Head Review of Union or Employee Grievance

(1) If the aggrieved party is dissatisfied with the decision reached in Phase 2 the grievance may be submitted to the Agency Head and the HRO Technician Branch, not later than fifteen (15) days after conclusion of Phase 2. The timeline for resolution begins upon notice being served.

(2) The Agency Head, or designated representative, shall take appropriate action to review the complaint file, to include meeting with the aggrieved party, and render a final Agency decision no later than thirty (30) days after receipt of the grievance.

(3) Failure to reach resolution within thirty (30) days after notice is served will allow the grievant to proceed to arbitration.

Section 12.6 – Agency Grievance Procedures

1. A grievance by the Agency against the Union must be submitted to LIUNA.

2. To be considered timely, a grievance must be submitted no later than thirty (30) days after the

occurrence of a grievable matter or incident, or no later than thirty (30) days after the aggrieved party became aware of a grievable matter or incident.

3. The following procedures shall be used for resolving grievances filed under this section:

a. Phase 1 – Informal

(1) The Agency shall advise the Union of their intent to initiate the informal grievance process in writing either via a memorandum or email. The timeline for resolution begins upon notice being served.

(2) The Union will acknowledge receipt of the grievance with signature and date (or email timestamp).

(3) The Union will have fifteen (15) days to attempt resolution of the grievance.

(4) Failure to reach resolution within fifteen (15) days after notice is served will allow the Agency to proceed to Phase 2.

b. Phase 2 – LIUNA Business Manager Review

(1) If the Agency is dissatisfied with the decision reached in Phase 1 the grievance may be submitted to the LIUNA Business Manager not later than fifteen (15) days after conclusion of Phase 1. The timeline for resolution begins upon notice being served.

(2) The Business Manager, or his/her designated representative, shall take appropriate action to review the complaint file, to include meeting with the aggrieved party, and render a final Union decision no later than thirty (30) days after receipt of the grievance.

(3) Failure to reach resolution within thirty (30) days after notice is served will allow the grievant to proceed to arbitration.

Section 12.7 – Right to Information

When arbitration is invoked by either party, relevant documents, reports and evidence relied upon will be exchanged by both parties a minimum of thirty (30) days prior to arbitration.

Section 12.8 – Arbitration

1. The parties shall be subject to binding arbitration under this Article for any unresolved grievance. Only the Agency or the Union may invoke the provisions of this section.

2. The aggrieved party will have fifteen (15) days from the conclusion of the Agency Head Review or the LIUNA Business Manager Review Period to request arbitration. The party seeking arbitration shall provide written notification to the other party informing them that the grievance has been submitted for arbitration.

3. The Arbitrator will resolve questions of whether the matter is subject to arbitration.
4. Arbitration hearings shall be conducted during duty hours. Employees required to attend the hearing as complainants, witnesses, etc., will attend without loss of pay or leave, and may be provided travel and per diem IAW the Joint Travel Regulation (JTR).
5. Aggrieved employees, Union representative, and employee witnesses shall be excused from duty for a reasonable period of time to prepare for arbitration.
6. When the Parties agree to the facts at issue, and believe that an arbitration hearing would be unnecessary, they can submit a joint stipulation of facts to the Arbitrator with a request that a decision be rendered based upon the facts jointly presented.
7. The Arbitrator may not add to, change, modify, alter, or delete any provision of this Agreement. The authority of the Arbitrator will extend to the interpretation Federal law, this Agreement, and applicable Agency regulations or policies.
8. The Arbitrator's decision shall be binding on the parties. However, either Party may file exceptions to the arbitration award with the Federal Labor Relations Authority (FLRA). If either party files an exception to the FLRA, a copy will be submitted to the other party.

Section 12.9 – Arbitrator Selection

1. The party invoking arbitration will request from the Federal Mediation and Conciliation Service (FMCS) a list of seven (7) impartial persons qualified to serve as Arbitrators. A copy of the request may serve as notification to the other party that arbitration has been invoked.
2. Within ten (10) days of receiving the list, both parties will alternately strike a name from the list until only one (1) name remains. The party requesting arbitration will strike the first name. The individual's name remaining will be duly selected to hear the grievance.
3. If either party fails to participate in the selection process, the arbitration action will proceed with the requesting party accomplishing the selection. The parties agree that if the selected Arbitrator is unavailable to hear the grievance within forty-five (45) days the parties may select a new arbitrator using the above procedures.
4. Arbitration will normally be conducted during duty hours at a convenient location to accommodate the maximum number of participants.
5. The Arbitrator will have the authority to interpret and define the explicit terms of this Agreement, Agency policy, etc., as necessary to render a decision. The Arbitrator shall have no authority to add to or modify any terms to this Agreement or Agency policy.

Section 12.10 – Arbitration Expenses

1. The cost of an Arbitrator shall be borne equally by both parties.
2. The party requesting arbitration (charging party) may withdraw their request at any time prior to the actual hearing. However, they will be responsible for any costs incurred as a result of requesting arbitration.
3. If a court reporter is requested by the Arbitrator, the cost shall be equally shared by both parties. However, if a court reporter is secured for the exclusive use of one party, the cost shall be borne by the requesting party.
4. Costs incurred due to postponement of an arbitration, for whatever reason, will be borne by the party requesting the postponement.

Section 12.11 – Arbitration Decision

1. The Arbitrator is requested by both parties to render a decision as quickly as possible.
2. Within fifteen (15) days after receipt of the Arbitrator's decision, the parties to the arbitration will notify one another in writing of their intent to file an exception with the FLRA. An exception to the Arbitrator's decision must be filed within thirty (30) days from the date the award is served on the parties.
3. It is understood that if no exception to an award is filed during this thirty (30) day period, the award shall be final and binding, effective on the thirty-first (31st) day.

Section 12.12 – Withdrawing of Grievances

1. Grievances will be terminated for the following reasons:
 - a. At the request of the charging party.
 - b. If the grievant is an employee, upon termination or death of the employee unless the personal relief sought may be granted regardless of employment status.

ARTICLE 13 – EMPLOYEE CONDUCT

Section 13.1 – General

1. Disciplinary and adverse actions shall be processed IAW NGB regulations, and applicable Federal laws and regulations pertaining to the processing of adverse and disciplinary actions.
2. This Article applies to matters of conduct only; actions that relate to job performance will be accomplished IAW Article 22 (Performance Standards and Evaluations).
3. Employees are expected to behave appropriately and follow all applicable rules and regulations.
4. The Agency shall determine when disciplinary action is warranted. Such actions will be administered in a fair, impartial, and timely manner.
5. The initiation of a disciplinary action against an employee should not be unreasonably delayed. Some examples of a reasonable delay may include pending investigations or unexpected work schedule conflicts of short duration.

Section 13.2 – Investigation, Examination and Representation

1. An employee has a right to request Union representation during any examination or questioning by a representative of the Agency in connection with an investigation if the employee:
 - a. Reasonably believes that the examination may result in disciplinary action; and,
 - b. Makes a clear request to exercise this right.
2. When an employee requests representation, further questioning of that employee shall be delayed for a reasonable period of time while the employee secures representation, however, that period may not delay the Agency's investigation. The representative shall be appointed by the Union and may participate either in person or via teleconference. Prior to questioning, the employee should be advised of the subject and purpose of the interview, and they should be provided an opportunity to consult in private with the Union designated representative.
3. Employees are compelled to provide truthful responses to questions raised during an administrative investigation and cannot refuse to answer questions, but if an employee desires representation, it shall be granted before the examination can be continued. However, during the course of a criminal investigation, employees may invoke their right to remain silent.

Section 13.3 – Non-disciplinary and Disciplinary Actions

1. Counseling and warning sessions are informal meetings that supervisors can use to make employees aware of possible misconduct. The informal meetings should be documented (date, subject, and employee's acknowledgement) in the Supervisor's Employee Brief (or equivalent) and will remain for a minimum of six (6) months, but no longer than twelve (12) months, as long

as there are no continuing or reoccurring conduct problems.

2. When a supervisor documents misconduct in the Supervisor's Employee Brief the employee shall be given the opportunity to discuss the matter with the supervisor, and will initial and date the entry, either on paper or electronically. The employee's initials will signify knowledge of the entry, but not necessarily concurrence. The employee will also be given the opportunity to attach a written rebuttal to the entry within five (5) days.

3. An LOR is a more formal means of making an employee aware that their conduct is unacceptable. When conduct warrants an LOR, and the violation relates to a continuing problem, a summary of past violations and attempts to correct those violations may be included. The employee will be informed they may review the material relied upon to support the reprimand. An LOR may remain in an employee's record for a period of one (1) to three (3) years, depending on the severity of the infraction.

4. A suspension of fourteen (14) days or less is an administrative action which denies the employee compensation on a temporary basis and adverse action procedures should be followed, except that an employee's appeal is limited to filing a grievance.

Section 13.4 – Adverse Action

1. An Adverse Action (suspension of fifteen (15) days or more, removal, or change to a lower grade) is an administrative action which denies the employee compensation on a temporary or permanent basis. An employee will be allowed a minimum of seven (7) days following receipt of the proposed adverse action notice to provide a reply. This timeline may be extended upon request by the employee and/or their representative if there's justification that more time is needed in order to furnish an adequate response. When a request for extension is denied, the Agency shall provide a written explanation.

2. During a proposed adverse action the employee may remain in a duty status pending the Original Decision. The Agency may determine that an employee awaiting discipline should not be present at the worksite because it may adversely impact the mission, cause a safety concern, or unduly disrupt the work area. In that case, the Agency may detail the employee to an alternate worksite within their commuting area or place the employee in a non-duty pay status for all or part of the time it takes to process the Original Decision.

Section 13.5 – Miscellaneous Provisions

1. The employer will not unreasonably delay a Request for Information (RFI) submitted IAW 5 USC §7114(b)(4) concerning prior disciplinary offenses as they relate to a pending adverse action.

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

ARTICLE 14 – FURLOUGH AND REDUCTION IN FORCE (RIF)

Section 14.1 – General Guidelines

1. Furloughs of thirty (30) days or less will be conducted IAW DoD, NGB, and Agency regulations.
2. Furloughs in excess of 30 calendar days (22 workdays) are considered reductions-in-force and will be conducted IAW 5 CFR Part 351 and 32 USC 709.
3. The Agency shall notify the Union as early as possible of a potential furlough or RIF and shall be included in the planning and implementation team and/or committee assigned oversight of the process.
4. Furlough notices will include:
 - a. The reason for the furlough and the intent to return employees to work as soon as possible;
 - b. The estimated length of the furlough (a furlough period can be for 30 consecutive calendar days or 22 nonconsecutive workdays; e.g., 1 day per week for 22 weeks); and
 - c. Inform the employee of benefits that may be affected (e.g., how to continue insurance coverage) or available during the furlough (e.g., State unemployment).
5. Agency initiated furloughs shall be negotiated in accordance with Article 6.

Section 14.2 – Furloughs of 30 Days or Less (22 Workdays)

1. Furloughs of thirty (30) days or less, particularly furloughs based on an emergency furlough requiring immediate curtailment of the Agency's activities where a twenty-four (24) hour notice is not possible, to include an absence of appropriations by Congress, the following procedures will be followed:
 - a. Employees will be notified as far as possible in advance of such furlough. If employees are on leave or TDY, they will be notified, when possible, prior to the beginning of their shift of the day of the required action.
 - b. Whenever possible, employees will be notified prior to the beginning of their shift on the day they are required to return to work unless a specific amount of days is included in the furlough notice.
2. Furloughs of thirty (30) days or less, the Agency will identify, by position, mission-essential personnel. Mission-essential employees are those whose functions directly support readiness or are necessary to prevent disruption of essential operations related to mission accomplishment. Immediately upon initiating a furlough, Management shall provide the Union, in writing:
 - a. The expected duration of the furlough.

b. The criteria used to determine whether an employee is mission essential or non-mission essential.

c. The designated point-of-contact for the furlough review committee.

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

ARTICLE 15 – MERIT PLACEMENT

Section 15.1 – General Provisions

1. The purpose of the merit placement program is to ensure maximum opportunity for on-board employees to further their careers and to provide for fair and impartial consideration for promotion within statutory and regulatory limitations. Merit Placement actions shall conform with 5 CFR Part 335 and 32 USC § 709.
2. Selection shall be based solely on merit and job-related factors and will be made without discrimination for non-merit reasons such as race, color, political affiliation, religion, gender, sexual orientation, national origin, marital status, membership or non-membership in an employee organization, age, or non-disqualifying physical handicap (except when considering the needs of the military assignment for dual-status technician positions).
3. Military requirements such as assignment, rank (officer, warrant officer, or enlisted), physical standards, and maximum age restrictions are considered job-related qualifying factors for dual-status positions.
4. 5 USC § 2302(b)(7) prohibits the appointment, promotion, employment, or advancement of relatives of an employee who has authority to take, direct others to take, recommend, or approve any personnel action. The Agency will screen all Referral and Selection Certificates to determine if any of the qualified applicants are related to the nominating or selecting official. Nominating and selecting officials shall recuse themselves from the placement process if they are related to an applicant.
5. Merit placement for title 5 and dual-status technician employees will be accomplished IAW the GUNG Merit Placement Plan (MPP).

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

Section 16.1 – Reduction of Hazardous Working Conditions

1. The Agency has as its objective the elimination or reduction to the lowest level possible of all hazards, physical hardships, and working conditions of an unusually severe nature.
2. The Agency shall provide the best possible work environment for the safety and well-being of the employee.
3. When an Agency's action does not overcome the unusually severe nature of the hazards, physical hardships, or working conditions, an environmental differential determination may be authorized.
4. Current conditions will always be considered in the assignment of duties.
5. When anyone identifies a condition that may warrant coverage under appropriate categories of Environmental Differential Pay (EDP) or Hazardous Duty Pay (HDP) they may initiate an EDP/HDP Situation Request IAW the applicable Agency Regulation.
6. Administration of this Plan will be IAW all applicable laws, rules and regulations.
7. When a new EDP/HDP situation is approved, an employee who has been required to work under the newly approved conditions may be eligible for retroactive pay. Retroactive payment will be accomplished IAW applicable government regulations.

Section 16.2 – Hazardous Weather Conditions

1. The Parties agree that certain hazardous weather conditions (lightning, flooding, extreme heat, extreme cold, etc.) could create or contribute to unsafe work conditions. The parties further agree to monitor conditions, provide applicable specific training, and to work together to prevent unsafe actions and situations.
2. Safety standards for hazardous weather conditions will be done IAW applicable safety regulations.
3. The Agency will provide access to the laws, regulations, and instructions applicable to this article.
4. IAW Section 11.3, the Agency agrees to provide employees required to work in inclement weather conditions the appropriate clothing for the weather conditions present at their worksite, or for conditions that they might be exposed to as a result of their assigned duties.

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

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

ARTICLE 17 – POSITION DESCRIPTIONS

Section 17.1 – Employee Awareness of Assigned Duties

1. A position description (PD) is a statement of major duties, responsibilities and supervisory relationships for a given position as required by the mission. Each employee's PD will be maintained by the Agency.
2. A supervisor in coordination with the employee is responsible for ensuring that the duties and responsibilities of the current PD accurately reflect the work being performed by the employee. Supervisors will review the PD with the employee on an annual basis, usually in conjunction with their performance appraisal, or as requested by the employee. New-hire employees will be provided a current copy of their PD.
3. Employees concerned that they could be performing duties outside the scope of their position description (either higher or lower graded duties) may request a desk audit of their position. Employees concerned that their position is not classified correctly may request a classification appeal.
4. When a PD is determined to be inaccurate, is changed or updated the supervisor will coordinate with HRO-Classification to determine whether the PD will require pen and ink changes, position review, or a new PD. If a pen and ink change is needed, it must be approved by NGB/TN Branch before implementation. When a PD is changed, the supervisor will take into consideration any new duties for which the employee is not already qualified when conducting evaluations.
5. A supervisor will immediately notify an employee of any changes to their PD. They will also provide a copy of the changes to the employee and will review the changes with the employee.

Section 17.2 – Details and Other Duties as Assigned

1. A detail is the temporary assignment of a technician to a different position for a specified period, with the employee returning to regular duties at the end of the detail.
2. Prior to placing an employee on a temporary detail, a request will be submitted to HRO-Staffing using Standard Form (SF) 52, to include position title, and the start and end date of the detail. If approved, the action will be recorded in the employee's electronic official personnel folder (eOPF).
3. The Agency may require an employee to perform 'other duties as assigned' on a temporary and infrequent basis. The Parties agree that the phrase 'other duties as assigned' as used in a PD simply establishes the principle that assignment of duties to employees is not limited to the duties specifically described in the PD. Except in very limited circumstances, 'other duties as assigned' should be closely related to the employee's position and will not be grade-determining.
4. 'Other duties as assigned' does not apply to tasks which would otherwise be considered a detail, temporary promotion, or a reassignment.

5. Neither the Agency nor employees shall abuse the use of 'other duties as assigned.' If an employee is assigned duties of a higher pay grade for a period in excess of thirty (30) days, either consecutive or aggregate, during any one-hundred and twenty (120) day period, the employee should be temporarily promoted to the higher paying position. Promotions exceeding one hundred and twenty days (120) days shall be competitively announced.

ARTICLE 18 – EMPLOYEE DEVELOPMENT AND TRAINING

Section 18.1 – Job Related Training and Qualifications

1. The Agency agrees to provide job related training and development for employees, as necessary, to accomplish the mission of the GUNG in an efficient manner, and to consider the Union's views and recommendations in developing programs relating to training of employees. The Agency may require a Continued Service Agreement as a condition of training attendance when the cost of said training requires a significant financial expenditure on the part of the Agency.
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, to the greatest extent possible, for taking the initiative necessary to keep abreast of changes.
3. The Agency agrees to extend every reasonable consideration to employees for attendance at job related courses. Supervisors will provide information on courses that relate to improving the employee's job performance, as applicable.
4. All employees shall have an equal opportunity to receive training.

Section 18.2 – Personal Development

1. The Agency encourages employees to take advantage of the educational benefits that are available to them by virtue of their membership in the GUNG.
2. To the greatest extent possible and barring any disruption to the mission of the GUNG, the Agency agrees to accommodate employees pursuing a higher-level education or certification, in a nationally recognized and accredited institution, such as a community college or university.
3. The Agency will work with the employee to adjust his/her shift rotation or work schedule in order to facilitate their education goals when possible.
4. Upon request, an employee must provide evidence of active/continued enrollment in an accredited institution, satisfactory attendance, and progress in order to justify adjustments to work shifts or schedules.

ARTICLE 19 – EQUAL EMPLOYMENT OPPORTUNITY (EEO)

Section 19.1 – Policy

1. The Parties strongly endorse Title VII of the Civil Rights Act of 1964 (42 USC Chapter 21, Subchapter VI), the right of employees to be free from workplace discrimination. Complaints of discrimination brought by employees are governed by 5 CFR Part 1614.
2. The Parties agree to work together to ensure that all employees are periodically informed of the Agency's EEO policy.

Section 19.2 – EEO Complaint Procedures

1. Any employee who believes they have been discriminated against may file a complaint IAW Federal laws and Equal Employment Opportunity Commission (EEOC) regulations, or may pursue a grievance IAW Article 12, but not both. Employment discrimination includes, but may not be limited to:

- a. Unfair treatment because of your gender, race, color, religion, sex (including pregnancy), national origin, age (40 or older), disability, sexual orientation, or genetic information.
- b. Harassment by managers, co-workers, or others in your workplace, because of your race, color, religion, sex (including pregnancy), national origin, age (40 or older), disability, sexual orientation, or genetic information.
- c. Denial of a reasonable workplace accommodation that you need because of your religious beliefs or medically documented disability.
- d. Retaliation due to filing a complaint of discrimination or assisting with a discrimination investigation or lawsuit.
- e. Discrimination on other basis including sexual orientation, status as a parent, marital status, political affiliation, and conduct that does not adversely affect the performance of the employee.

2. In cases where an employee alleges that they are a victim of sexual assault or sexual harassment committed by other Agency employees, to include allegations against an immediate supervisor, a co-worker assigned to the same work section, or any other individual within close proximity to the accuser (i.e., where accuser and accused are more likely than not to interact on a daily basis), the Agency may consider temporarily reassigning some or all of the individual(s) in order to reduce the potential for further conflict during the investigative phase. However, any reassignment shall be temporary, and it shall not have an adverse impact on any of the individuals involved.

ARTICLE 20 – USE OF OFFICIAL FACILITIES & SERVICES

Section 20.1 – Office & Meeting Space (The use of government property must be utilized in accordance with Executive Order 13837.)

1. The Agency shall provide the Union with adequate space to conduct Union meetings during non-work hours (before and after normal duty hours, and during lunch). As such, the Agency agrees make space available, upon request, for the Union to conduct internal business.
2. The Union shall comply with all security rules applicable to the GUNG. Requests for a meeting facility will be coordinated by the Union with the Agency prior to use.

Section 20.2 – Mail Service

1. The Union shall be authorized to use the Agency’s internal mail distribution system, and the electronic mail system (e-mail), to conduct Union business which is necessary for the effective representation of bargaining unit employees; however, the email is not to be used for internal Union purposes.
2. Union representatives shall observe all Agency rules and regulations governing the use of mail distribution systems (electronic or otherwise). Failure to do so may result in denial of access of use.

Section 20.3 – Publications and Other Services

1. The Agency will keep employees informed of changes in services and benefits such as retirement seminars, health benefits, the Thrift Savings Plan, etc.
2. The Agency agrees to make electronically available to the Union and employees for their use in review and research current policy directives, regulations, etc. relating to matters which affect pay and benefits, personnel policies, practices, and working conditions.

Section 20.4 – Bulletin Boards

1. The Agency will provide space for bulletin boards, to include electrical power (if applicable), for the exclusive use of the Union in each primary work site where bargaining unit employees are assigned. The bulletin board shall be purchased by the Union and shall be located in an area where employees normally congregate or pass for the posting of Union bulletins or notices. The Union shall bear the cost associated with installation of bulletin boards (as necessary).
2. The Union will be responsible for the content posted on the bulletin board. Any such content posted or displayed must not violate any law, security, directive, or contain libelous material.
3. The Union agrees to maintain the bulletin board space provided in a neat and current manner.

Section 20.5 – Common Areas

1. The Agency will provide parking spaces on a first come, first served basis.

2. Upon request, the Agency will consider providing personal lockers of adequate size to be located in a conveniently accessible location for storage of employee clothing and other personal items. Consideration will include the employee's assigned duty location and position.

3. The Agency agrees to maintain adequate common areas. Upon request, the Parties will meet at a mutually agreed upon time to discuss improvements to these facilities. If there is a demonstrated need, the Agency agrees to meet and discuss the establishment of such facilities, consistent with appropriate regulations and budgetary constraints.

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

Section 21.1 – General

1. Unless required by DoD JTR, the use of government quarters by civilian employees during temporary duty (TDY) assignments, including assignments to a military post, camp, station, or depot owned and operated by the United States Government, is not mandatory and will be at the discretion of the employee. Furthermore, employees will not be required to share quarters with other employees.
2. The Parties agree that employees will use the Defense Travel System (DTS) and Government Travel Card (GTC) for all official travel arrangements and related expenses.

Section 21.2 – Travel Entitlements

1. Travel and per diem will be paid IAW applicable law and regulation.
2. The Agency will notify employees as far in advance as possible of TDY travel. An employee may request to be excused from TDY under justifiable circumstances. If an employee's request is denied, the Agency shall provide the employee a written explanation.
3. Travel will be conducted by the most advantageous, prudent, and economic means available. The Agency will not require an employee to use their privately-owned vehicle (POV) for travel nor will an employee be entitled to reimbursement for POV travel not previously approved and the most cost-effective mode of transportation IAW the JTR and Agency policies.
4. An employee's objection to traveling by commercial airline, which is supported by a valid medical certificate stating he or she should not travel by aircraft, may be accepted as sufficient authority to utilize other methods of transportation. The Agency will determine what the most cost effective alternate mode of transportation is IAW the JTR and Agency policies.
5. In no case will TDY's be assigned to any employee as a reward or punishment.

Section 21.3 – Temporary Duty (TDY) Assignments

1. The Agency, in consonance with applicable laws and regulations, may require employees to temporarily travel away from their assigned duty station in order to meet mission requirements. This is commonly known as TDY. When an employee is assigned TDY work, the provisions of this agreement shall be observed regardless of whether the assignment is performed on a voluntary basis, or as directed (involuntary) by the Agency in order to support the Agency's mission.
2. TDY requirements will be announced as far in advance as possible to allow employees the opportunity to make suitable arrangements in order to perform the work.
3. The Agency will make every effort to direct or assign employees TDY on an equal basis and shall take into consideration the nature of the work, the need for special skills, the priority of

productive or support effort, and the numbers of employees required. In no case will TDY's be directed or assigned to any employee as a reward or punishment.

4. In the event there are insufficient qualified employee-volunteers willing to perform TDY work, the Agency has the authority to direct an employee to participate in a TDY in order to meet the Agency's mission requirements.

5. Supervisors will also take into consideration any personal hardships that TDY work may cause the affected employee(s) and will make every effort to accommodate said hardships. These include issues such as child care, school, and other bona fide hardships that may affect the employee and/or their family due to the TDY work.

Section 21.4 – Conditions of Employment

1. The provisions of this Agreement shall apply to the Parties during TDY, to include the scheduling of work, overtime requirements, compensation, discipline, complaint resolution, and other conditions of employment.

2. The Agency may request that the Union designate one or more representatives, depending on the number of employees taking part in the TDY, to serve as Union Stewards.

ARTICLE 22 – PERFORMANCE STANDARDS AND EVALUATIONS

Section 22.1 – Employee Performance

1. The Agency’s Employee Performance and Incentive Awards Programs will be administered IAW NGB regulatory guidance.
2. The standards and identified critical elements shall be put in writing and acknowledged by the employee and supervisor. Amendments and/or modifications can be made during the rating year as long as both the employee and supervisor acknowledge the changes/modifications.

Section 22.2 – Official Appraisal

1. To have an objective appraisal, an employee will work for their appraiser not less than ninety (90) days. When this is not the case, the last approved performance appraisal on file will be used as the employee’s most recent rating of record.
2. An employee and their supervisor should meet, face-to-face, a minimum of three (3) times during the rating cycle in order to accomplish their appraisal:
 - a. At the beginning of the appraisal period to discuss the performance standards and critical elements to be applicable for the coming rating period, and to discuss performance expectations. Performance will be appraised on a continuing basis and employees shall be kept up-to-date as to how their performance compares to the established performance standards.
 - b. At least once during the course of the appraisal period to conduct an interim performance review and provide the employee feedback on whether they are meeting expectations, and if not, how they can improve performance. If the supervisor has identified short comings in the employee’s performance, the employee shall be notified of perceived problem areas and will be provided guidance on how to improve the quality of work in order to more satisfactorily perform duties at expected levels.
 - c. At the end of the appraisal period to review the employee’s performance during the course of the rating period and discuss the results. Performance appraisal will be presented to an employee with the goal of communicating the supervisor’s overall assessment of the employee’s performance over the rating period, review accomplishments, address shortfalls, and discuss the next rating period to include proposing any changes or adjustments he/she feels may be appropriate.

Section 22.3 – Actions Based on Unacceptable Performance

1. An indefinite or permanent employee not serving in a probationary or trial period, and whose performance is below fully successful (or its equivalent), is entitled to a written notice of sub-standard performance. If a performance improvement plan (PIP) is required, the PIP shall be for a minimum period of ninety (90) days and shall inform the employee of:
 - a. The instances of unacceptable performance.

b. The critical elements of the job standard which are unacceptable.

c. How the supervisor will assist the employee in bringing his/her work up to acceptable standards.

2. No action based on unacceptable performance may be taken until critical elements and performance standards have been identified in writing.

3. Use of the Employee Assistance Program (Article 23) may be appropriate in instances of unacceptable performance. Both supervisors and employees are encouraged to identify situations where it may be advisable for an individual to voluntarily seek assistance.

Section 22.4 – Within-Grade Increases (WGIs) & Upward Mobility Promotions

1. When an employee's unacceptable performance will prevent the award of a Within-Grade Increase (WGI) or an Upward Mobility Promotion, the supervisor will notify HRO and the employee at least sixty (60) days prior to the eligibility date.

2. If the employee's performance becomes acceptable, the WGI shall be granted.

3. Disputes regarding this section shall be resolved IAW Grievance and Arbitration procedures.

ARTICLE 23 – EMPLOYEE ASSISTANCE PROGRAM (EAP)

Section 23.1 – General

1. The Agency shall institute a program IAW 5 USC § 7904 to assist employees who may be experiencing personal difficulties or hardships such as substance dependency or abuse, relationship challenges, stress, and other situations which can affect an employee's ability to accomplish their assigned duties. The employer will not reveal names of persons voluntarily seeking assistance without the employee's written consent. Employees may request the services available through the Agency-sponsored EAP any time. The Agency will advise employees of other programs offered (i.e., Military One Source, Military Family Life Consultants, VA, etc.).
2. The Agency may refer employees to EAP; however, participation in the program is strictly voluntary.
3. A fundamental purpose of EAP is to assist employees with problems that may result in conduct or performance deficiencies. However, the program is not intended to shield employees from corrective action(s). While participation in EAP is strictly voluntary, the Agency may recommend that the employee seek EAP assistance as an alternative to disciplinary action. In these cases, the Agency agrees to hold in abeyance a proposed disciplinary action so long as the employee participates in EAP, does not engage in new instances of misconduct or performance deficiency, and successfully completes the treatment to which he/she is referred. If the employee meets these requirements, the proposed disciplinary action will be rescinded. This provision only applies to first-time offenses or instances where an EAP referral may serve as an alternative to disciplinary action. EAP should not be considered, and may not be invoked, in cases of severe, egregious, or criminal misconduct.
4. EAP does not limit the Agency's right to take administrative and/or adverse action.
5. No disciplinary or adverse action will be taken, specifically, as a result of an employee either using or refusing EAP. Participation in rehabilitative programs may be taken in consideration when disciplinary action is pending against an employee.

ARTICLE 24 – OUTSOURCING AND CONTRACTING OUT

Section 24.1 – General

1. The Parties agree that it is in their interest to preserve manpower positions within the GUNG.
2. The employer will notify the Union as soon as it decides that it is necessary to contract out work which could cause an immediate or eventual RIF or downgrade of employees. This notification shall occur before the contract is let.
3. The employer agrees to negotiate with the Union to the extent those negotiations do not interfere with Management's rights under the Statute. The employer also agrees to negotiate appropriate arrangements for employees adversely affected by the decision to contract out work.

ARTICLE 25 – WAGE SURVEY

Section 25.1 – Employee Participation

1. The Parties recognize that valuable contributions can be made in regard to developing wage policies and in conducting wage surveys. When requested to do so by the Local Wage Survey Committee (LWSC), the Agency and the Union will select employees as data collectors on the basis of their qualifications, to assist in the collection of wage data.
2. Normally, Wage Grade employees selected to be data collectors shall be members of the Union.
3. If selected by the LWSC to host the collection of wage data, the Agency will furnish temporary office space and communication equipment (computer terminals, telephone, and fax machine) as necessary in order to support the DoD Wage and Salary Survey Team.
4. The Agency may provide employees serving as data collectors with access to GSA vehicles in order to facilitate their collection of local wage data.

ARTICLE 26 – LABOR/MANAGEMENT COOPERATION

Section 26.1 – Labor/Management Relations (LMR) Training

1. Employees serving as Union Representatives may be granted official time in conjunction with attendance at training sessions sponsored by the Union provided that the subject matter of such training is in the public interest and will benefit the U.S. Government, the Labor Organization, and the GUNG.
2. Requests to be excused to attend Union sponsored training will be submitted, with justification to the supervisor and HRO, as soon as possible but no later than fourteen (14) days prior to the training session.
3. Approval/Disapproval notice will be returned by e-mail no later than seven (7) days after the request is received IAW Section 26.1(2).
4. Information needed for approval of LMR Training is as follows:
 - a. The name and title of the Union Representative(s).
 - b. The name or title of the Union sponsored training session.
 - c. The agenda of the Union sponsored training session, to include total number of hours.
 - d. The specific dates of training.
 - e. The total number of hours requested.
 - f. Location of Training, i.e. facility and address.
5. Upon completion of the training, a certificate or a letter certifying the attendance is required to verify excused absence.
6. Verification of attendance will be given to immediate supervisors for time keeping purposes.
7. When LMR training constitutes official business (i.e. training is in the public interest) and is considered beneficial IAW 5 USC §7131 (d)(2), travel and per diem may be paid IAW appropriate law or regulation.

Section 26.2 – Orientation of New Employees

1. All new bargaining unit employees shall be informed by the Agency that the Union is their exclusive representative.
2. The Agency will also allow the Union an appropriate amount of Official Time to brief new employees on their rights, the Union's role in the workplace, and the membership benefits of the Union.

Section 26.3 – Labor Management Relations Council

1. The Parties acknowledge a common interest for improving operations of the GUNG, and the wellbeing of its employees. The Parties agree to establish a Labor Management Relations Council (LMRC) to consider and suggested improvements in the areas of personnel policies, practices, and working conditions.
2. The Council will usually consist of an equal number of representatives from the Union and Agency. Names of the members on each Council will be exchanged by the Parties in writing no later than seven (7) days prior to the beginning of any agreed upon meeting.
3. The Council shall meet quarterly, or at the request of either the Agency or Union. The meeting location will be mutually agreed upon by both Parties. Generally, the matters discussed may include, but are not limited to are:
 - a. The interpretation and application of this Agreement.
 - b. The identification and/or correction of conditions causing grievances and misunderstandings.
 - c. Prevention of accidents.
 - d. Improving communications between employees and supervisors.
 - e. The encouragement of good human relations between employees and supervisors.
 - f. Maintaining employee productivity and morale.
 - g. The promotion of the Equal Employment Opportunity (EEO) Program.
 - h. The promotion of education, training, and health.
 - i. The reduction of absenteeism.
 - j. The improvement of working conditions.
 - k. The interpretation and application of rules, regulations, and policies.
4. The Council will not consider individual grievances, complaints, or disputes. Upon completion of each meeting the Council will submit recommendations, if any, to both Management and the Union.
5. Any action proposed by the Council that would affect employee conditions of employment shall be subject to review prior to implementation.
6. The Labor Relations Specialist (LRS) or his/her designee will act as Secretary to the Council and will compile agenda items in preparation for committee meetings. The meeting format shall be informal in order to allow a free and open discussion. The Council's primary goal is to find

common-sense and mutually beneficial solutions that ensure the GUNG will accomplish the mission in the most effective and economic way.

Section 26.4 – Joint Responsibilities

Unless otherwise specified, the Parties agree that communications will be conducted in a timely manner, and that replies will be furnished to the other within ten (10) days, or less, of receipt of any communication requiring a response.

ARTICLE 27 – ALCOHOL AND OTHER SUBSTANCES

Section 27.1 – General

1. The Agency agrees to implement a Drug Free Workplace Program (DFWP) for employees in compliance with Executive Order 12564 and 5 U.S.C. Section 7301. This program provides a mechanism for employee assistance and employee education regarding the dangers of drug abuse.
2. It is every employee's responsibility to comply with the DFWP. Any illegal drug use, or abuse of legal drugs by employees has an adverse impact on the accomplishment of the Agency's mission and will not be tolerated.
3. Employees are cautioned to take note that, regardless of individual local legislation or initiatives, the use of any Federal Controlled Substances Act, Schedule I drug, whether for non-medical or ostensible medical purpose, violates Federal law and the Federal Drug Free Workplace Program. It is also inconsistent with performance of safety-sensitive, health-sensitive, and security-sensitive positions, and with other testing circumstances.
4. In general, and given the Agency's mission, the GUNG has reason to operate a comprehensive toxicology testing program including pre-employment testing, random employee testing, reasonable suspicion testing, post-accident testing, post-substance abuse treatment testing, and voluntary testing.
5. Any program that subjects GUNG employees to toxicology testing shall be administered IAW DoD Rules and Regulations.

Appendix A

Notice of Right to Union Representation During Investigations

DATE: _____

MEMORANDUM FOR: _____

1. In accordance with (IAW) Article 5, Section 5.4(2)(a)(3), and IAW 5 USC §7114(a)(2)(B), you have the legal right to request Union representation during any examination or questioning by a representative of the GUNG.

2. Should you exercise your right for Union representation, the investigation or questioning cannot continue until:

- a. The Union representative is present (either in person or via teleconference);
- b. You're advised of the subject and purpose of the interview; and,
- c. You have had an opportunity to consult in private with the Union designated representative.

3. Please indicate your selection below:

- a. _____ I wish to exercise my right to Union representation.
- b. _____ I do not want Union representation at this time. However, I reserve the right to invoke my right to Union representation anytime during the course of this investigation.

EMPLOYEE SIGNATURE

DATE

4. Point of contact is the undersigned.

AGENCY REPRESENTATIVE NAME

Telephone:

E-mail:

Appendix B

GU ARMY & AIR NATIONAL GUARD OFFICIAL TIME REQUEST (8 Hours or Less – Please Print Clearly)		
Union Representative Name	Union Representative Telephone	
Supervisor Name	Duty Location and Work Section	
Reason for Request		
Departure Date	Departure Time	Destination
Return Date	Return Time	Management POC at Destination
Reason for Request		
Union Representative Signature	Date	
Supervisor Action		
Recommended/Approved <input type="checkbox"/> YES <input type="checkbox"/> NO	Total Time Approved (including travel to and from if applicable)	
Comments (if request is not approved provide reason and an alternate date/time when request can be fulfilled)		
Supervisor Signature	Date	
HRO Action		
Recommended/Approved <input type="checkbox"/> YES <input type="checkbox"/> NO	Total Time Approved (including travel to and from if applicable)	
Comments (if request is not approved provide reason and an alternate date/time when request can be fulfilled)		
Supervisor Signature	Date	

Appendix C

GU ARMY & AIR NATIONAL GUARD GRIEVANCE FORM Please Print Clearly		
Employee Name	Employee Telephone	
Duty Location	Work Section	
Grievance Narrative (please include Article and Section of CBA that applies)		
Proposed Resolution		
Union Representation <input type="checkbox"/> Employee Request Union Representation <input type="checkbox"/> Employee Waives Union Representation		
Employee Signature	Date	
Phase 1		
Date Submitted	Response Date	Management Representative Name/Position
Resolved (attach justification) <input type="checkbox"/> YES <input type="checkbox"/> NO		Management Representative Signature
Phase 2		
Date Submitted	Response Date	Management Representative Name/Position
Resolved (attach justification) <input type="checkbox"/> YES <input type="checkbox"/> NO		Management Representative Signature
Phase 3		
Date Submitted	Response Date	Management Representative Name/Position
Resolved (attach justification) <input type="checkbox"/> YES <input type="checkbox"/> NO		Management Representative Signature

- If the grievance is not resolved at Phase 3 the Parties may invoke arbitration IAW Section 12.9.
- Only the Union or the Agency may invoke arbitration.

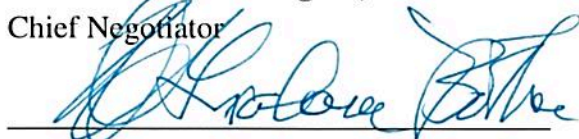
Signature Page

This Agreement was executed by the Parties on 5-OCT-18.

For the Agency



COL Michael A. Tougher, III
Chief Negotiator



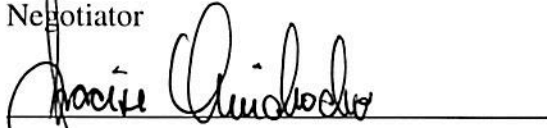
Col. Graham Botha
Negotiator



LTC Christopher L. Camacho
Negotiator



SGM Bruce Meno
Negotiator

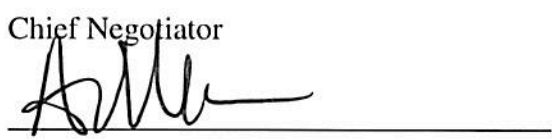


MSGT Francine R. Quichocho
Negotiator

For the Union



Ben Banchs
Chief Negotiator



Christina Adelbai
Negotiator