

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE ADJUTANT GENERAL OF KANSAS
AND
THE WICHITA AIR CAPITOL CHAPTER
OF
THE ASSOCIATION OF CIVILIAN TECHNICIANS**

Ground Rules – Interest Based Negotiations – 184th ARW

1. TEAMS:

- a. Size – Eight; Four Labor, Four Management
- b. Use of Alternates – Yes – Two and Two
- c. Release time – Official Time
- d. Quorum – Three Labor, Three Management

2. TIMING:

- a. Meeting dates – 16 and 17 December 2003
- b. Start / end times – 0800 to 1600ish
- c. Location – Mission Support Conference Room
- d. Goal for completion – 15 January 2004

3. OUTSIDERS:

- a. Observers – Yes, LtCol Rexer
- b. Experts / resource people – as needed, by consensus

4. COMMUNICATION – Internal Communication allowed, i.e. sharing information with TAG and Union Representatives.

5. CAUCUS:

- a. Allowed - by consensus on rare occasions
- b. Time limits – 5 minutes
- c. Caucus information will be disclosed

6. Misc:

- a. Management alternate will be note taker for the group
- b. Union alternate will be flip chart recorder

- c. Information gathering – conference calls may be made with Union and Management present
 - d. If agreement is not made after a reasonable amount of time – issue will be tabled
 - e. Contract writing will be done immediately after agreement
 - f. No personal attacks
 - g. There will be only one discussion at a time
 - h. All agreements will be consensus
 - i. A consensus reached cannot be changed by disagreement of someone absent at the meeting in which consensus was reached
 - j. Team members will not sit in the same seat, nor next to the same person two sessions in a row
 - k. There is no ownership of ideas
 - l. Breaks will be taken as necessary
 - m. Full participation by all members
 - n. Process concerns should be raised when they occur
 - o. Freedom to invent without criticism
 - p. “Sum up where we stand” at the end of each session
 - q. Set next meeting date and agenda
 - r. Contract will be implemented once all approval is final
 - s. Non-mandatory subject of bargaining may be discussed by consensus, but if an agreement is not made, issue is dead and will not go to impasse
7. Interests will be exchanged NLT 11 Dec 03

Date:

Date:

For the Employer

For the Labor Organization:

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MEMORANDUM OF AGREEMENT
BETWEEN
THE ADJUTANT GENERAL
STATE OF KANSAS
AND
WICHITA AIR CAPITOL CHAPTER
ASSOCIATION OF CIVILIAN TECHNICIANS

ARTICLE I

GENERAL PROVISIONS

SECTION I - PURPOSE

1-1 AGREEMENT

Pursuant to the policy set forth in Public Law, the following articles constitute an agreement by and between the Adjutant General, Kansas National Guard, hereinafter referred to as the Employer, and Wichita Air Capitol Chapter, Association of Civilian Technicians, hereinafter referred to as the Labor Organization.

1-2 MUTUAL COVENANTS

This agreement identifies the mutual covenants of the parties hereto which have the intention and purpose to:

- a.** Promote and improve the efficient administration of the Kansas Air National Guard, Wichita, and the well-being of its employees within the meaning of Public Law.
- b.** Provide for the highest degree of efficiency in the accomplishment of the operation of the Kansas Air National Guard, Wichita.
- c.** To establish a basic understanding relative to personnel policy, practices and procedures and matters affecting other conditions of employment within the jurisdiction of the Adjutant General.
- d.** To provide means for amicable discussion and adjustment to matters of mutual interest.

- e. Promote employee communications and information of personnel policy and procedures.

1-3 CONTRACT DISTRIBUTION

The employer and the labor organization will share the cost evenly for the printing of 400 agreements, pocket sized copies, (printing to occur approximately thirty (30) calendar days after the effective date of the agreement) and a copy will be furnished to each technician currently employed at the time the agreement becomes effective, and furnish a copy of such agreement during the effective time period of such agreement to each technician subsequently hired. A copy of the contract will also be maintained on the Intranet.

1-4 SUPERVISOR TRAINING

The employer will insure that supervisory personnel are briefed as to the provisions of this agreement.

SECTION II - BARGAINING UNIT/EXCLUSIVE RECOGNITION

1-5 BARGAINING UNIT

It is recognized by the employer that the Association of Civilian Technicians has been designated and selected by a majority of the Technicians of the Kansas Air National Guard, Wichita (KANG/W), as their representative for purposes of exclusive recognition, and that pursuant to Public Law 95-454, the said organization is the exclusive representative of all Technicians in the bargaining unit.

INCLUDED: All Kansas Air National Guard, permanent, and indefinite, wage grade and general schedule Technicians employed by the KANG/W.

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

NOTE: In applying this paragraph, §7112 Public Law 95-454 pertaining to managers and confidential employees who must be excluded from the bargaining unit will prevail. In addition changes to the bargaining unit will be through mutual consent or a labor department clarification of unit.

1-6 APPLICATION

This agreement, to include all articles herein, is applicable to bargaining unit technicians in the, Kansas Air National Guard, Wichita.

1-7 GENDER REFERENCES

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

SECTION III - TECHNICIAN RIGHTS

1-8 PUBLIC LAW 95-454

See Public Law 95-454, section 7102.

SECTION IV - MANAGEMENT RIGHTS

1-9 PUBLIC LAW 95-454

Subject to subparagraph (3) below, nothing in this agreement shall affect the authority of any management official of this Agency-

(1) To determine the mission, budget, organization, number of employees, and internal security practices of the agency; and

(2) In accordance with applicable laws –

(a) To hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees.

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

(c) With respect to filling positions, to make selection for appointments from-

(i) Among properly ranked and certified candidates for promotion; or

(ii) Any other appropriate source; and

(d) To take whatever actions may be necessary to carry out the agency mission during emergencies.

(3) Nothing in this article shall preclude the agency or the labor organization from negotiating:

(a) At the election of the agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;

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

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

SECTION V - LABOR ORGANIZATION RIGHTS AND DUTIES

1-10 EXCLUSIVE REPRESENTATIVE

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

1-11 REPRESENTATION RIGHTS

An exclusive representative of an appropriate unit in an agency shall be given the opportunity to be represented at:

a. Any formal discussion between one or more representatives of the agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices, or other general conditions of employment: or

b. Any examination of an employee in the unit by a representative of the agency in connection with an investigation if;

1. The employee reasonably believes that the examination may result in disciplinary action against the employee and;

2. The employee requests the representation.

Each agency shall annually inform it's employees of their rights as stated above.

1-12 TECHNICIAN RIGHTS

The labor organization will not interfere with, restrain, or coerce any employee in the exercise of their rights under law. The labor organization will not coerce, discipline, fine, or attempt to coerce a member of the labor organization as punishment, reprisal, or for the purpose of hindering or impeding the members work performance or productivity as an employee, or the discharge of the members duties as an employee. The labor organization will not discriminate against an employee with regard to the terms or conditions of membership in the labor organization on the basis of race, color, creed, national origin, sex, age, political affiliation, marital status or handicapping condition.

1-13 PROHIBITED PRACTICES

The labor organization will not call or participate in, a strike, work stoppage, or slowdown, or in

the picketing of the employer in a labor management dispute if such picketing interferes with the KANG/W operations. The labor organization will not condone any such activity by failing to take action to prevent or stop such activity.

1-14 CONTRACT ENFORCEMENT

The labor organization recognizes the joint responsibility with the employer for the administration and enforcement of this agreement.

1-15 INTERNAL UNION BUSINESS

It is agreed that internal labor organization business such as soliciting membership, collecting dues, electing officers, meetings, posting and distributing literature will be conducted during non-duty hours of the employees involved. Meetings of Bargaining Unit members to discuss specific topics will be requested and approved in writing through the Labor Management Officer or his designee. Such meetings will not interfere with the Unit Mission.

1-16 BULLETIN BOARDS

The employer agrees that the labor organization shall be afforded bulletin board space for the display of labor organization material

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

1-17 COPIER USE

The employer agrees to allow the labor representatives limited use of existing copier equipment, for official use.

1-18 DISTRIBUTION

A secure distribution box within the internal mail system shall be available for use by the labor organization, for official correspondence. Adequate labor organization mail slots, within appropriate work areas, will be determined through the Labor/Management forum.

1-19 ELECTRONIC INFORMATION SYSTEM

The employer agrees to allow the labor representatives limited use of existing internet and email systems for official communications.

ARTICLE 2

PERTINENT INFORMATION AND DIRECTIVES

APPLICABLE TO THE EMPLOYER AND THE LABOR ORGANIZATION

2-1 EMPLOYER INFORMATION

The employer agrees to place the labor organization on distribution for all pertinent Technician Personnel Regulations and assure that additional policies and directives of the agencies (NGB and OPM) are made available during normal duty hours.

2-2 LABOR ORGANIZATION INFORMATION

The labor organization agrees to provide the employer with any pertinent labor/management relations publications and directives that they receive.

2-3 TECHNICIAN MANNING DOCUMENT

Upon request, the employer agrees to furnish the labor organization the most current printed copy of the Support Personnel Manning Document for the Kansas Air National Guard, Wichita. IAW the Privacy Act.

2-4 BARGAINING UNIT MEMBERS

The employer will provide at the labor organizations request, a current list of names of all bargaining unit technicians. The labor organization recognizes its' responsibility to protect the confidentiality of the provided information.

ARTICLE 3

LABOR ORGANIZATION SHOP STEWARDS

3-1 SHOP STEWARDS

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

3-2 NUMBER OF STEWARDS

An adequate number of stewards not to exceed thirty-five (35) in number will be designated by the labor organization so that each employee of the unit will have reasonable access to a steward.

3-3 STEWARD REPRESENTATION

a. A steward (if available) will be considered for technician mission TDY's that exceed four (4) or more bargaining unit members. TDY stewards must be qualified in a mission required specialty. If no stewards are available a temporary steward may be selected from the members going TDY.

b. Time will be allowed for officer(s)/steward(s) to consult with appropriate officials or aggrieved employees to accomplish representational duties. This time is not limited to the confines of the activity, subject to the acknowledgment of the Labor-Management Officer and approval of supervision. Within the confines of the activity the steward will obtain approval from their lowest level supervisory chain. It is agreed that time used will be the minimum amount required to complete their business.

3-4 LIST OF OFFICERS AND STEWARDS

The labor organization will furnish the Human Resources Office/LRS a current list of officers and stewards and their designated areas after each election or anytime a change occurs. To ensure currency the list will be dated.

ARTICLE 4

LABOR ORGANIZATION BUSINESS OFFICE

The employer will provide the labor organization with a continued adequate office area. Access to Defense Switched Network (DSN) telephone service will be provided by the employer. The labor organization is responsible for obtaining any other telephone service required. The office space will be environmentally supported. The labor organization may be afforded the opportunity to screen excess office furniture located at KANG/W, and utilize available furniture.

ARTICLE 5

PAYROLL DEDUCTION

5-1 WITHHOLDING FORM

The standard form for dues deduction will be supplied by the labor organization and will be used as the authorization of payroll deduction for dues.

5-2 PROCESSING

The completed standard form will be given by the labor organization to the Civilian Pay Office.

a. The standard form will be completed and certified as to the amount of withholding (.007 percent of base pay) and that the member has been advised of the contents of the form.

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

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

1. It is agreed that when an employee, who is otherwise eligible for dues withholding, is in a non-pay status for an entire pay period, no dues deductions will be made from future earnings to cover that particular pay period, nor will the employee concerned be required to deposit with the Comptroller the amount which would have been withheld if he had been in a pay status during the pay period in question.

2. When a technician is temporarily promoted or detailed to a supervisory/confidential/ personnel position outside of the bargaining unit, management agrees to suspend dues withholding as soon as Finance learns of the appointment, etc. Upon return to the bargaining unit, the technician's dues will be reinstated as soon as Finance learns of the change in status.

3. It is the individuals responsibility to maintain dues payments, if the employee so desires, in order to protect labor organization associated insurance, or other labor organization benefits.

5-3 DUES LIST

A listing in two (2) copies will be provided to the labor organization, of those persons from whom a payroll deduction was made. The listing will contain the name and SSN of the technicians of the labor organization having current dues withholding allotments on file, the amount withheld from each member's pay, and a statement showing the total amount withheld, one (1) copy to the Chapter President and a copy of the listing with the remittance check to the national office of ACT.

5-4 DUES REVOCATION

The employer agrees to provide the labor organization with copies of the standard form for use in revoking dues allotments. These forms will be available from the Human Resources Office to those individuals wishing to revoke their dues withholding.

a. The individual will turn the completed standard form into the Civilian Pay Office.

b. The Civilian Pay Office shall date and initial all copies of the standard form upon receipt from the individual. The second copy of the standard form shall be forwarded by the Civilian Pay Office to the labor organization within three (3) working days after receipt of the signed form from the employee.

c. The first full pay period in September shall be the annual dues revocation date established by this agreement. All dues revocation forms must be received by the Civilian Pay Office not later than August 15th. Dues revocation shall not become effective until the first full pay period in September.

d. New members shall have the option of dues revocation on the first annual anniversary date after the employee's election to participate. Dues revocation form must be submitted to the Civilian Pay Office not later than the last work day in the month preceding the employee's anniversary date. Effective date of revocation will be the first full pay period after the anniversary date. After the first anniversary date, revocation may only be made in accordance with paragraph 5c above.

ARTICLE 6

OFFICIAL TIME FOR EXCLUSIVE REPRESENTATION

6-1 OFFICIAL TIME

Any employee representing an exclusive representative shall be granted official time in accordance with the Federal Service Labor/Management Relations Statue, Public Law 95-454, 5 USC 7131. Employees who are engaged in a representational capacity that need to have their work hours adjusted due to conflicts in their shift assignments will have their work hours adjusted to accommodate the provisions of this article. Labor organization representatives are not required to wear the military uniform while performing representation functions affecting the bargaining unit. The representative will provide the notification of approval of official time requests to their immediate supervisors. The use of official time is not limited to the confines of McConnell AFB activity.

6-2 GRANTING OF OFFICIAL TIME

Official time will be granted in the following manner. The labor organization representative(s) / employee(s) will notify their lowest level supervisory chain and obtain concurrence prior to leaving their assigned area. If their immediate supervisor is not available, they will use the supervisory chain of command. The supervisor must concur unless the mission of the section cannot be accomplished without their presence. The supervisor may delay them for only the length of time that the mission requires their presence. Official time provisions include, but shall not be limited to:

- a. Officer(s)/Steward(s) conferring with employees and/or supervisors on complaints/grievances.
- b. Labor/Management meetings.
- c. Reasonable preparatory time for appeal(s), complaints/grievances or scheduled meeting(s).
- d. Travel time to and from prearranged meetings with the Adjutant General or other management officials. In accordance with applicable JTR/regulations the labor organization representatives will receive full travel and per diem allowances when these meetings are scheduled out of the Wichita area.
- e. To prepare and maintain records and reports required of the labor organization by the Department of Labor.
- f. To train Labor Organization Officers/Stewards of provisions contained in this agreement. One (1) day per year.
- g. To the employee to discuss, informally, with his/her first line supervisor and/or their labor organization representative, any potential grievance the employee may have.
- h. To the employee and the designated labor organization representative for preparing and presenting the grievance.

6-3 REPRESENTATIVE TRAINING:

The labor organization is authorized official time to train officers/stewards. The labor organization shall be authorized one hundred fifty (150) days per year for the duration of this agreement. The approved administrative leave/official time will be used for labor organization training, or outside training programs. If additional days are requested, they will be considered. It is understood that this training will be of mutual concern to management and the employee as a representative of the labor organization. The labor organization will request this time by letter/fax, including the chapter endorsed agenda, travel itinerary, and names of chapter representatives attending, for approval by the HRO. The labor representatives will provide a copy of the approval to the appropriate supervisor. Travel to and from the training programs will be on official time if accomplished during the normal duty day.

6-4 LOBBYING

1. The labor organization may request official time for the purpose of visiting, phoning/faxing, and writing/e-mailing to elected representatives in support of desired legislation that pertains to official representation of the bargaining unit members. The definition of desired legislation is a subject that (1) has not had a bill number assigned; (2) has not been introduced in the House of

Representatives or Senate, to include committees at the time of official lobbying activities. A request for approval of official time will be submitted to HRO. The request shall include:

- a. The name(s) of the Labor Organization representative(s).
 - b. The amount of time requested for the purpose of lobbying for desired legislation.
 - c. An itinerary to include subject matters, times, and names of Senator(s) and Congressperson(s) who will be visited. This does not preclude visits with other Senator(s) and Congressperson(s) if the opportunity arises and who will be identified as per section 3.
2. The initial request will be either approved or disapproved. If disapproved, then specific reasons as to why, will be provided.
3. Upon completion of the visiting, phoning/faxing, and writing/e-mailing, the Labor Organization agrees to submit an after action report that will include date and time of visitation, subject matter(s) discussed, person(s) contacted, and the amount of time utilized to discuss desired legislation.
4. Upon review by HRO of the after action report, adjustments to the original approval of the official time should be accomplished if required.

6-5 DOCUMENTATION OF OFFICIAL TIME

The individual requesting Official Time and supervisor will collaborate and complete required forms. Official forms will be accessible on the intranet.

ARTICLE 7

WAGE SURVEY

Management agrees to ensure that labor is represented on any Coordinated Wage Survey when representation is requested by the Host Agency.

ARTICLE 8

NEW EMPLOYEE COUNSELING PROCEDURES

8-1 PROCEDURE

The employer and the labor organization will establish procedures to assure that a new employee will be briefed.

8-2 CHECKLIST

a. A checklist will be used to cover all items that each new technician must be made aware of.

b. A copy of the agreement and a complete list of the officers and representatives of the labor organization (furnished by the labor organization) which contains phone numbers and work areas will be given to all new employees in the unit at the time of their orientation.

8-3 NOTIFICATION

a. The labor organization will be provided a copy of the checklist when completed by the new employee.

b. After the new employee has been briefed by the employer, the new employee shall have the opportunity, if they desire, to have counsel with a labor organization representative prior to signing the checklist. The session will take place on official time. If the new employee elects not to be counseled by a labor representative it will be noted on the checklist.

ARTICLE 9

WORK REQUIREMENTS

9-1 MEDICAL REASSIGNMENT

If an employee is permanently unable to perform all or part of their assigned duties they may voluntarily request permanent reassignment to another position. The request will be accompanied by a medical certificate, giving full evidence of physical/mental condition of the employee, the need for reassignment and the current abilities and qualifications of the employee to perform other duties. The request for medical reassignment will not be used as the sole justification for downgrade or separation from civilian employment. However, the employee must be medically qualified to remain in the Kansas Air National Guard as a dual status excepted technician and meets the medical requirements for any required retraining or tasking.

9-2 REQUIRED CLOTHING

1. The employer will furnish each bargaining unit employee, except an employee who is a military officer, uniforms (including, headgear, belts and foot wear) which the employer requires the employee to wear on duty. The employer will provide replacement of uniforms and any mandatory accouterments. The employer will furnish a number of uniforms that is adequate to enable compliance with the employer's requirement for wear of the uniform, IAW law, rule, or regulation. The employer will furnish uniforms with fair wear and tear replacement, and sewing of accouterments at no cost to the employee.

2. The employer will furnish to bargaining unit members who are military officers the maximum allowances at no cost to the employee.
3. The Agency will provide bargaining unit members adequate Personal Protective Equipment (PPE) as prescribed by law, rule, or regulation.
4. Bargaining unit members may report any lost or stolen clothing to their supervisor. The items may be replaced depending on the outcome of the ensuing investigation, if an investigation is deemed necessary. If an investigation is necessary the bargaining unit members may be required to submit supporting documentation to their supervisor to assist in the investigation process.

9-3 U.S. GOVERNMENT IDENTIFICATION

Upon request by a technician, the full time manning office will issue a U.S. Government identification card.

ARTICLE 10

BASIC WORK WEEK - HOURS OF WORK

10-1 ADMINISTRATIVE WORKWEEK

The administrative work week is established as Sunday through Saturday with Sunday as the first day.

10-2 BASIC WORK WEEK

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

10-3 SHIFTS

Work center deviations to the standard work hours will be approved/disapproved through the supervisory chain, by the appropriate commander. The appropriate Commander will ensure the labor organization is informed and afforded its rights under Article 23.

10-4 SPECIAL SHIFT ASSIGNMENTS

The employer agrees that any employee who requests to work a specific shift because of personal and or family problems will be granted consideration in shift selection. The technician will make this request using the form at Appendix A. The supervisor and the employee will establish the duration of shift change and the time frame for review for continuation.

10-5 SHIFT CHANGE NOTIFICATION

Technicians will be notified no less than two weeks in advance of a shift change. Holidays or special events related work schedules will be confirmed thirty (30) calendar days in advance. Although these advanced notices will normally be provided, management may make shift changes without such notice when it is determined the agency would be seriously handicapped in carrying out its functions or costs would be substantially increased without the prescribed change. A situation which imposes immediate and unforeseen work requirements as a result of natural phenomena or mission related circumstances beyond the employer's reasonable control, or ability to anticipate, or the employer determines that the activity would be seriously handicapped in carrying out its functions or that costs would be substantially increased, the employer is excluded from the agreed to notice requirements.

10-6 SHIFT REASSIGNMENT

When shift changes are required by management, volunteers will be considered. If a technician is selected, the employee with the most tenure (Civil Service Computation Date) will be given the shift preference. If no qualified volunteers are available, management will select a qualified employee with the least tenure.

10-7 SHIFT ASSIGNMENTS

When the employer desires to fill a vacant bargaining unit position on a particular shift, it shall notify bargaining unit employees on other shifts of opportunity for lateral transfer into the position and shall fill the vacancy by lateral transfer of the bargaining unit employee on another shift who (a) volunteers for the transfer, (b) is deemed by the employer to be qualified for the position, and (c) has the earliest civil service computation date among the volunteers who are deemed by the employer to be qualified. If no bargaining unit employee on another shift volunteers and is deemed qualified, the employer may fill the position by appropriate means. The employer retains discretion to fill or not to fill the position.

10-8 PAY STATUS

Non-Duty Day Status: For weekends and SDOs volunteers will pre-coordinate their pay status with their supervisor.

10-9 REST PERIOD DURATION

a. One fifteen (15) minute rest period is authorized during each four (4) hour period of continuous work. Criteria for determining the policy for rest periods is as follows:

1. Protection of technician's health by relief from hazardous work or that which requires continual and/or considerable physical exertion.
2. Reduction of accident rate by removal of fatigue potential.

3. Working in confined spaces or in areas where normal personal activities are restricted.

4. Increase in or maintenance of high quality and/or quantity production traceable to the rest period.

b. Rest periods granted in accordance with the above provisions are considered duty time and included in the daily tour of duty. Rest periods other than those provided herein may not be considered a part of the daily tour of duty; such periods must be charged to the appropriate type of leave.

1. If the period from the beginning of the daily tour to the lunch period is less than four (4) hours, a rest period should be granted only in unusual circumstances.

2. The rest period may not be a continuation of the lunch period.

3. Under most circumstances, rest periods will not be used by management to hold formal meetings with employees.

4. Under most circumstances, no work or training may be required to be performed during a rest period.

10-10 CLEAN UP

Unless mission requirements dictate otherwise, the employer agrees to provide a reasonable amount of time, consistent with the nature of the work performed, for employees to clean up prior to the lunch period and at the end of the workday. In the same manner, a reasonable time will be allowed for the employees to clean, store and protect government property, equipment, and tools prior to the end of the workday.

ARTICLE 11

POSITION DESCRIPTION

11-1 POSITION DESCRIPTION

Position descriptions should be an accurate listing of the major duties that are required by the employer to be performed by the affected technician(s).

a. Any employee in the unit who feels that he/she is performing duties outside the scope of the position description or that his/her position is inaccurately described or classified, may request, through the immediate supervisor, that the position description be reviewed. The employer shall conduct an audit of the employees duties and responsibilities to determine the proper description and classification. During the audit, the employer's representative shall

discuss the audit with the employee and the supervisor. In such discussions, the employee shall have the right to be accompanied by a labor representative. Upon completion of the audit, the findings shall be discussed with the employee and the representative. If the position is accurately described and the employee is still unhappy over the classification of the position, the employee may appeal as follows:

1. Wage grade employees may appeal through the agency wage grade appeals procedure and then to the Office of Personnel Management.

2. General schedule employees may appeal to the agency first and then to the OPM if dissatisfied, or may go directly to the Office of Personnel Management.

b. Prior to the implementation of any Bargaining Unit Member's position description change, the labor organization will be notified under the rights afforded within Article 23 of this agreement. Additionally, the labor organization shall be notified in advance when classification action is to be taken that has a similar effect on the employees pay or status.

11-2 OTHER DUTIES AS ASSIGNED

Duties reasonably related to the job/position, and should be of the same level and classification that the individual is currently graded. This does not preclude management from assigning additional, though unrelated, duties. If unrelated duties are assigned on a routine basis, the position description should be amended to include such duties.

ARTICLE 12

DETAILING OF TECHNICIANS

12-1 DEFINITION

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

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

12-2 PROCEDURE

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

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

b. When an inadequate number of qualified technicians volunteer for a detail, the employer agrees to rotate the assignment among the qualified individuals in the area of concern.

c. To the extent possible the employer agrees to fill all technician position vacancies that may impact on bargaining unit members rather than use details.

d. It is recognized that there may be isolated instances when management cannot apply these procedures. In those instances, management agrees to explain the circumstances to the labor organization and the affected employees.

12-3 RECORD

Official details will be recorded on SF Form 52 prior to the individual performing the detail.

12-4 TEMPORARY PROMOTION

When the employer requires an employee to perform the duties of any position of a higher grade for one pay period or greater, the employee will be temporarily promoted rather than detailed. Rotation among all qualified interested employees will be considered. A SF 52 will be submitted and approved no later than the first working day of the temporary promotion. If the temporary promotion is to last for a period of one hundred twenty (120) calendar days or longer the negotiated Merit Promotion procedures will be used.

12-5 JOB ENHANCEMENT

Management recognizes that assignments to higher grade position, duties, and/or training may ultimately lead to new or better job opportunities. In most circumstances, merit promotion procedures will apply to all of the following situations:

a. Appointment as permanent understudy.

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

ARTICLE 13

JOB PERFORMANCE STANDARDS AND PERFORMANCE RATING

13-1 INTRODUCTION

The employer and the labor organization recognize the vital nature of the performance evaluation

process to the entire Kansas Air National Guard, Wichita. The effectiveness of the performance evaluation system is a combined responsibility of each permanent employee and their supervisor.

13-2 APPRAISAL PERIOD

a. A minimum of one hundred twenty (120) calendar days of supervision is required before an appraisal can be rendered.

b. Technicians will receive an appraisal under their old job standard when transferring jobs, at the time of the transfer, provided a minimum of one hundred twenty (120) calendar days has elapsed since the previous appraisal.

c. When a major change (a change in any critical element) to the job standard occurs within one hundred twenty (120) calendar days before the anniversary, a close out appraisal shall be accomplished on the affected technician based on the old standards.

d. Adjusting the appraisal period.

1. A close-out appraisal will be rendered when there is a change in the immediate supervisor, provided that there are less than one hundred twenty (120) calendar days remaining in the appraisal period.

2. If an employee has been placed under new supervision a periodic performance counseling shall occur three (3) months prior to an appraisal by the new supervisor.

13-3 IDENTIFICATION OF PERFORMANCE STANDARDS AND CRITICAL ELEMENTS

a. NGB TPR 430 will be used to develop performance standards and identification of critical elements.

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

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

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

1. Is not consistent with law, rule, or regulation.

2. Does not correspond to the position description.

3. Does not accurately reflect the actual duties performed.

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

13-4 UNION OFFICIALS

The time spent by labor organization representatives in the performance of their representational duties should not be taken into account when accomplishing a performance appraisal. But rather, the performance appraisal should be based solely on performance of their officially assigned work.

ARTICLE 14

TDY

14-1 General

a. A TDY will be announced as soon as information on the assignment is available. Temporary duty assignments normally will be announced not less than thirty (30) calendar days before projected deployment.

b. Selection of employees for temporary duty assignments will be based upon official necessity and qualifications of the individual to best perform the mission.

c. Supervisors will consider extenuating circumstances that may create a hardship for a technician assigned to TDY.

1. Technicians that claim a hardship may be required to provide written documentation to the appropriate supervisor.

2. If written documentation was required by the employer a written response will be provided if the employee is required to go TDY.

d. Information on the assignment will be provided to the affected technicians on a continuing basis, as it becomes available.

e. Any employee selected by management to perform scheduled TDY will be given a minimum of ten (10) calendar days advance notice of his/her selection, except during unusual mission requirements.

f. Orders will be prepared and delivered in advance of departure, except during unusual mission requirements.

g. Technician status TDY orders will reflect technician and military grades of the individual concerned.

14-2 ASSIGNMENT OF QUALIFIED TECHNICIANS

Qualified volunteers for a TDY will be sought and accepted before non-volunteers are assigned. When no volunteers or an inadequate number of volunteers are available, management will make selections based on mission requirements.

14-3 MODE OF TRANSPORTATION

The use of privately owned conveyance may be authorized for employees when engaged on official business. Travel by privately owned conveyance by owner or passenger should not be directed but the use of such mode of transport may be authorized. When an employee uses a privately owned conveyance as a matter of personal preference while traveling on official business, reimbursement will be in accordance with applicable regulations and JTR'S. Employees traveling by privately owned conveyance will earn the same amount of comp time earned as those employees traveling by government conveyance, not to exceed the government owned vehicle scheduled travel time.

14-4 GOVERNMENT CHARGE CARD

In accordance with AFI 65-104, technicians eligible for the Government Charge Card are not eligible for a cash advance of travel and per diem through the Accounting and Finance Office. Technicians not eligible to obtain a Government Charge Card are authorized a Cash Advance through the appropriate procedures.

14-5 COMPENSATORY TIME

a. Time spent traveling (but not other time in travel status) away from the permanent duty station is "hours worked" when it cuts across the employees work day. The time is not only "hours worked" on regular work days during normal working hours but also during the corresponding hours on non-workdays. Thus, if any employee regularly works from 0800 to 1630 from Monday to Friday, the time spent traveling during these hours is "hours worked". Time spent traveling during corresponding hours on non-workdays is also "hours worked" and the employee will receive compensatory or holiday day pay as appropriate for these periods. Travel performed prior to 0800 and after 1630 would not be considered as "hours worked". In some circumstances compensatory time may be granted for time spent traveling outside of scheduled duty hours on the scheduled work day.

b. Any overtime worked on a technician TDY beyond a normal basic work week will be

documented in accordance with applicable directives. Employees will have the following compensation options:

1. Compensatory time may be used during the TDY if approved by the On-Site Supervisor.
 2. Compensatory time use is encouraged during the TDY with supervisory approval. Compensatory time will be used in accordance with Article 17 Section 17-6.
- c. When management is unable to schedule or control the administration of work, any technician required to work or stand by will receive hour for hour compensatory time.

Note: When practical, travel will normally be scheduled within the employees regular work hours.

14-6 TDY LEAVE STATUS

Leave status will be coordinated with supervisor prior to the TDY. In the event that a military TDY extends past the technician's military leave status the technician can choose the type of leave used.

ARTICLE 15

ENVIRONMENTAL DIFFERENTIAL PAY

15-1 EDP PAY

Air National Guard technicians paid under a Federal Wage System (FWS) may be authorized Environmental Differential Pay (EDP) in accordance with CFR 532.511. If such pay is authorized for a particular category and the employee is exposed to a situation under that category but the agency does not identify the situation to the category until a later date, the employee is entitled to the differential, retroactive to the date that the technician was exposed to the hazard for which EDP is payable or the date the category was established by OPM, whichever date is later, not to exceed the six year statute of limitations on pay as established in 5 USC 5596, The Back Pay Act.

15-2 ESTABLISHING EDP ELIGIBILITY

The employer will, as necessary, establish a committee of equal numbers of labor and management representatives to review situations, which may qualify for EDP under CFR

532.511 Appendix A. The committee will make recommendations to the HRO for such qualifications.

Note: Nothing in this article shall preclude the above committee from reviewing interim changes to the EDP situations based on changes in, processes, or procedural requirements.

15-3 ANNUAL REVIEW

The HRO or designated representative and representatives of the labor organization shall conduct annual evaluations of the program and the approved situations to ensure that they are current and valid.

ARTICLE-16

HEALTH, SAFETY, AND WELFARE

16-1 GENERAL

The employer and the labor organization agree to exert every reasonable effort to provide and maintain a work environment that contributes to the safety and well being of the employee. Rules, laws, and regulations related to safety shall be available to all employees, shops, and work-centers and shall be adhered to. It is acknowledged that certain tasks necessarily performed involve a varying degree of hazard. Employees should not be required to perform duties of a hazardous nature until after the necessary briefings, instructions, training, or schooling have been completed and all available safety precautions and devices have been incorporated. The employer shall provide appropriate safety and health training for employees.

16-2 OCCUPATIONAL SAFETY AND HEALTH COUNCIL

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

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

c. The labor organization representative will be a member of the Council.

d. The labor organization will be notified of the Council agenda items.

16-3 WORKER'S COMPENSATION

Employees shall immediately report job connected injuries or illness to their supervisor. The supervisor, with the employee, shall insure proper procedures are followed and that all necessary documents are completed. When the employee is incapacitated and unable to notify the supervisor of injury or illness, it shall be the employer's responsibility to initiate required

procedures as soon as they are aware an incident has occurred. In the event of a workers compensation claim, the employer will advise the employee as to their entitlements and obligations under the Employee's Federal Compensation Act. Technicians are entitled to a continuation of pay status (COP) for a period not to exceed forty-five (45) calendar days for any covered incapacitating injury or recovery period required by a doctor. A technician may request labor organization assistance/representation. This does not preclude the technician from obtaining other representation.

NOTE: Early filing of worker compensation claim forms is essential to assure full coverage for any job related injury or illness.

Management will ensure all supervisors are well versed in what forms are needed and that these forms are properly used and filled out completely. Management will notify the technician prior to contacting the technician's doctor. The employer and the labor organization recognize there may be discrepancies in the evidence submitted. Management and the concerned employee should attempt to resolve the discrepancy.

16-4 EXTREME WEATHER CONDITIONS

16-4a EXTREME COLD

The employer and the labor organization mutually recognize the hazards of working in extremely cold temperatures, while at the same time, acknowledge the necessity for accomplishing certain tasks to varying extent even in the most extreme temperatures. It is acknowledged that it is the responsibility of each employee to insure the adequacy of cold weather gear worn and to make full and proper use of all such protective equipment prior to venturing out into extreme temperatures. Authorized foul/cold weather protective gear will be furnished by the employer at no cost to the employees. The following chill factor table indicating the duration of outside work that may be performed without rotation to inside work for at least fifteen (15) minute warm-up is hereby agreed to.

CHILL FACTOR TEMPERATURE DEGREES FAHRENHEIT	TIME LIMIT FOR EXPOSURE IN HOURS/MINUTES
-50 and under	:05
-45	:10
-40	:20
-35	:30
-30	:45
-25	1:00
-20	1:15
-15	1:30
-10	1:45
-05	2:00

All maintenance, when maintenance times are known to exceed the exposure time allowed by the wind/chill chart, should be accomplished in sheltered conditions, (i.e. hanger). When situations where sheltering is not available, personnel performing maintenance/work will be provided relief either by (1) rotation IAW the exposure chart, (2) warm-up rest periods, or (3) any other adequate procedure that will ensure the safety of the personnel.

1. When an employee reasonably believes he/she is suffering from the effects of extreme environmental conditions, the employee may be permitted to go to a shelter. Transportation will be provided upon request. Prior to departure, the employee must coordinate with the on-site supervisor, if available. The Air Commander or his designated representative is the official authority for complete suspension of outside work for reasons of extreme temperature.

2. It is recognized that personnel required to work in areas of extreme temperatures are subject to judgment errors and greater injury potential than when operating in a more desirable environment. In the event of cold weather, supervisors will take extraordinary measures to monitor all personnel performing assigned outdoor tasks. They will instruct employees in the proper wearing of protective clothing and ensure portable heating equipment and/or vehicles are available where maintenance/work is being performed.

16-4b EXTREME HEAT

Extremely high temperatures can cause several safety concerns. Although the temperature may only be one hundred (100) degrees Fahrenheit, the work environment temperature may reach extremes to one hundred thirty (130) degrees F. When management is informed or determines a heat condition "Black", the Wet Bulb Globe Temperature (WBGT) index of 90 F degrees and above, all outdoor physical training and strenuous outdoor work will be suspended. It is management's responsibility to ensure all employees are informed of a heat condition "Black". Wearing of chemical warfare ground crew ensembles, pregnancies and other special considerations that may exist will be coordinated through bio-environmental engineering and/or medical services. If operational duties are still required, water intake and work/rest cycle countermeasures will be monitored. A log book will be available for steward review upon request. Management will continue to perform WBGT until the "Black" condition no longer exists.

1. Definitions: Strenuous; requires intense energy, effort, or exertion. Vigorous activity that contributes to heat exhaustion.

2. During extreme heat conditions as agreed upon, these measures will be followed.

a. Outside Work/Activity

(1) Monitor Work/rest cycles.

(2) During extreme heat conditions personnel performing maintenance/work should be provided relief either by rotation, rest period, or any other adequate means to ensure the safety of the personnel.

(3) Monitor water/fluid intake.

(4) Under these conditions confined/enclosed work areas will be avoided to the maximum extent possible. If it is necessary to perform work under these types of conditions OSHA and AFOSH regulations will be followed.

Note: Management is responsible for providing water/fluids. All personnel are also responsible for monitoring their own health/safety conditions.

16-4c WIND

Wind causes fatigue and other safety considerations, such as static electricity. All personnel will adhere to applicable directives. Personnel will utilize appropriate Operational Risk Management (ORM) procedures.

16-4d TORNADOS/THUNDERSTORMS

1. During an official Tornado Warning issued at McConnell AFB Command Post, all employees will be allowed to take cover and not be required to perform outside work unless overriding considerations dictate such actions. Example of overriding conditions would be recovery of airborne aircraft.

2. When an electrical storm (thunderstorm) approaches the near vicinity, personnel conducting outside activities will be allowed to take shelter. Minimum personnel may be retained to carry out flight line duties.

16-5 SAFETY GLASSES AND PROTECTIVE CLOTHING

a. The employer will furnish safety glasses, including prescription glasses, at no cost to the bargaining unit members whose duties require safety glasses. The requirement will be based on industrial safety standards as determined by the unit commander's. The technician will furnish a current eye glass prescription or a new prescription as vision changes occur. All issued safety glasses broken on the job will be replaced at no cost to the technician. The individual may select either plain or tinted lenses, as related to their work environment.

b. All protective clothing and equipment authorized by applicable regulations will be provided by the employer at no cost to any technician.

16-6 INDUSTRIAL HYGIENE SURVEYS AND WORKPLACE ENVIRONMENTAL EVALUATIONS

A labor organization representative shall be given, on official time, the right to be present during any survey or evaluation.

16-7 HAZARD REPORTING

a. All work environment hazards may be reported by any person and may be submitted on any event or condition that affects safety. Hazards should be reported to responsible supervisors so action can be taken. Oral reports for imminent danger situations are mandatory. In such situations the Wing Safety Office will be immediately notified. If the hazard is eliminated on the spot, no further action is required. If the hazard is not or cannot be corrected within the work center, an AF Form 457, Hazard Report, will be prepared and given to the section supervisor. Hazard Reports may be submitted anonymously, and/or directly to the Wing Safety Office. If after review and processing of the report by the Wing Safety Office, the originator is not satisfied, the employee may appeal. Applicable Safety Regulations are on file in the Wing Safety Office and are available to all employees. The procedures outlined in Applicable Safety Regulations do not preclude use of the negotiated grievance procedure.

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

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

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

3. If the supervisor believes the condition or corrected condition does pose an immediate danger, then management shall request an inspection by the Safety Office as well as contact the labor organization, who shall be afforded the opportunity to be present at the time the inspection is made.

4. Should the Safety Office decide the condition does not pose an immediate danger or if the supervisor gives the instruction to return to work, with or without attempted corrective action, upon written request, the labor organization will be provided with a document stating why the situation was not a hazardous condition, the employee must choose between:

(a) Setting aside his or her concerns and perform the work or;

(b) Disobey the order and risk disciplinary action, for example, insubordination.

5. Continued refusal by the employee at this point could be justified if there was a reasonable basis for the employee to believe that imminent danger was present.

16-8 HIGH RISK OPERATIONS

Under normal conditions in the absence of extenuating circumstances, employees will be assigned to work in management defined high risk operations in accordance with safety directives applicable to the operations. To ensure the safety of all personnel, management should not require, other than qualified personnel to perform repair, work on or about moving or operating machines while in motion or in operation.

16-9 TRANSPORTATION TO MEDICAL FACILITIES

When a technician requires transportation for immediate medical attention, management will ensure that appropriate assistance is requested. The technician, if able, will specify the medical facility of their choice.

ARTICLE 17

LEAVE

17-1 GENERAL

Leave policies for bargaining unit members will be administered as authorized by law, regulation, or FPM. No changes will be made by the employer to any provision of these policies without first consulting and negotiating with the labor organization. The provisions of these directives are subject to this negotiated agreement.

NOTE: Differential pay while in leave status will be authorized IAW FPM 532-1.

17-2 ANNUAL LEAVE

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

a. A maximum of two hundred forty (240) hours of accumulated leave may be carried forward to the new leave year without forfeiture. Individual requests for reinstatement of annual leave in excess of two hundred forty (240) hours will be accomplished in accordance with applicable regulations. Supervisory recommendations to do so must be in writing and forwarded to the HRO.

b. The employer may grant vacations of thirty (30) consecutive calendar days to employees who desire to take special vacations.

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

17-2a ANNUAL VACATION REQUEST PROCEEDRES

Each January, all employees will be given the opportunity to request leave utilizing OPF 71 for planned vacations during the upcoming leave year. The approving authority will approve or disapprove these requests in a timely manner. Seniority will be used to resolve leave request conflicts; however, leave in conjunction with holidays will be rotated on a fair and equitable basis without regard to seniority.

17-2b ROUTINE OR PERIODIC REQUESTS

Employees may submit leave requests anytime throughout the year. Conflicts will be resolved by giving first priority to leave schedules submitted in January. Seniority will not be a factor in approving routine or periodic requests; instead requests will be acted upon in the order in which they are received.

17-3 UNSCHEDULED LEAVE

1. Prior to the start of the shift the employee will attempt to contact their immediate supervisor or someone in their supervisor chain. If unable to make direct contact then 17-3(2) applies.

2. Voice mail is one method for a technician to account for their absence or tardiness. However, leave must be requested and approved; therefore a voice mail message does not constitute leave approval nor establish a legitimate leave status. The technicians leave status will be determined by the employee and the supervisor. In situations where the employee finds it is impossible to contact the supervisor a one (1) hour, notification grace period, is in effect. Notification that does not meet the criteria will be dealt with on a case by case basis.

3. The supervisor may request documentation to substantiate an emergency.

4. Consistent with mission requirements, attempts will be made to satisfy the desires of the employees with respect to granting leave extensions while in a leave status.

17-4 LEAVE TRANSFER

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

17-5 SICK LEAVE

a. Sick leave will be authorized only in bona fide cases and may be granted orally or may require acceptable evidence. Medical certificates may be required under the following conditions:

1. For absence in excess of five (5) workdays.

2. For absences of short periods at frequent intervals whenever there is reason to believe that sick leave is being abused.

3. Sick leave in excess of five (5) workdays may be required to be supported by a medical certificate, however; if the employee was not attended by a physician, the employee's personal statement indicating incapacitation may be accepted in lieu of the medical certificate.

b. A medical certificate is required for the use of sick leave authorized for exposure to a contagious disease or illness of a member of the immediate family (ie. chicken pox, measles, etc.) regardless of the length of absence.

c. Sick leave is authorized and may be granted, upon request, for all dental, optical, and doctor appointments including reasonable travel time as necessary for both local and non-local appointments.

d. Advanced sick leave will be administered under the provisions of applicable directives.

e. When recommended by a physician, the employer shall make reasonable effort to provide liberal use of details of light duty for periods of less than thirty (30) calendar days to help reduce the use of accumulated sick leave. Exceptions to this would be unusual circumstances which would warrant an extension. This will be determined in coordination with the employee, their physician, and management.

17-6 COMPENSATORY TIME

a. Overtime pay is not authorized for National Guard Technicians. Compensatory time will be given to technicians on a hour- for hour basis, for the amount of time spent by them in overtime work in excess of their scheduled tour of duty, in accordance with applicable regulations. In the event a technician is called back, a minimum of two (2) hours will be considered standard, the technician is encouraged to document or explain circumstances which would justify a greater amount of compensatory time.

b. The administration of any necessary overtime work is solely a function of the employer. Factors which will be considered include; the nature of the work, the need for special skills, the priority of productive or support effort, and the numbers of employees required. Management may also consider qualifications of employees in the functional area currently assigned a

particular job, and outside activities of the employee. Employees will be selected for overtime work on a fair and equitable basis consistent with job and skill requirements.

c. Compensatory time may be used for performance of inactive duty training or active duty for training instead of annual leave or leave without pay.

d. Compensatory time will be administered between the supervisor and the individual concerned. Such time will be taken within twenty-six (26) pay periods from the pay period in which it was earned. In circumstances where the employee is approaching forfeiture of compensatory time earned, the employer will grant the request to exercise the compensatory time earned with regard to mission accomplishment.

17-7 FAMILY AND MEDICAL LEAVE

The Family and Medical Leave Act (FMLA) provides a way to balance the demands of the workplace with the needs of the families to promote the stability and economic security of families, and to promote national interest in preserving family integrity; to entitle employees to take reasonable leave for medical reasons, for the birth or adoption of a child, and for the care of a child, spouse, or parent who has a serious health condition. Leave should be granted on a gender-neutral basis. All procedures and guidelines will be followed IAW Public Law 103-3, Family and Medical Leave Act and agency procedures.

17-8 LEAVE WITHOUT PAY (LWOP)

LWOP is an approved absence without pay upon the employee's request. The employer agrees to consider LWOP upon the request of the employee for situations such as:

- a. Job related training/education which would be of benefit to the agency.
- b. Recovery from illness and/or disability.
- c. Personal/family emergencies.
- d. LWOP will not be used as a disciplinary action.

17-9 EXCUSED ABSENCES

These absences are those instances where management has determined that an employees absence from the duty location would benefit the organization. These absences may include attendance at the following activities where the individual is representing the agency; funerals, civic activities, conferences, blood donations, etc. At the discretion of the supervisor, brief absences from duty of less than an hour/tardiness may be excused when reasons appear to be adequate. All absences approved must be in accordance with applicable regulations.

a. Upon notification of an employer sponsored blood drive all unit participants may be awarded up to four (4) hours of administrative leave.

b. Administrative leave for blood/plasma donations is authorized. Administrative leave for this function includes:

1. The time necessary for travel to and from donation site.

2. The time necessary for donation and recuperation.

NOTE: In assigning work after a blood donation, management will take into account an employee's report that he/she has not yet fully recuperated and the employer may afford the employee light duty or the use of appropriate leave.

17-10 MILITARY LEAVE

Military leave is a special form of leave granted to government employees for the purpose of performing military duty/training on an annual basis. THE EMPLOYER AGREES THAT NO EMPLOYEE MAY BE REQUIRED TO USE MILITARY LEAVE, PRIOR TO USE OF OTHER APPROPRIATE LEAVE. Technicians are provided the option of using other available leave first or commingling types of leave. It is recognized that the employee accrues 120 hours military leave per fiscal year and may carry-over up to 120 hours of unused military leave from one fiscal year to the next.

NOTE: Public Law 104-106 (MIL-44) provides an additional 44 days of military leave for technicians who elect to serve on active duty without pay in operations OCONUS under Title 10 12301 (b) or (d).

ARTICLE 18

NATIONAL LABOR REPRESENTATION

18-1 APPLICATION PROCEDURE

The employer agrees that when adequate advance written notice is given, an employee in the unit who has been elected or appointed to a labor organization office, or as a delegate to an ACT activity requiring an extended leave of absence, may be granted annual leave and/or leave without pay.

ARTICLE 19

MERIT PROMOTION AND INTERNAL PLACEMENT

19-1 PURPOSE

To provide upward mobility for all bargaining unit technicians by giving full consideration to the on-board Technician workforce. To provide procedures that will insure that each technician receives full consideration for all bargaining unit position vacancies for which they qualify.

19-2 OBJECTIVES

a. This article will be used for filling all bargaining unit vacancies in the Kansas Air National Guard, Wichita, technician work force and will be used for all bargaining unit promotions and competitive reassignments.

b. To present for the employer's consideration qualified applicants.

c. To give technicians an opportunity to receive fair and appropriate consideration for higher level jobs.

d. To insure maximum utilization of technicians.

e. To provide an incentive for technicians to improve their performance and develop Knowledge, Skills, and Abilities.

19-3 DEFINITIONS

a. Promotion is the movement of an employee, while serving continuously within the same agency, to a position at a higher grade level within the same occupational series and pay schedule, or to a position with a higher rate of basic pay in a different occupational series and pay schedule.

b. Internal Placement: Changing of a technician from one position to another through the competitive process, limited to those technicians currently employed by the unit at the time of the advertisement of the position.

19-4 EMPLOYEE RESPONSIBILITIES

Individuals are responsible for familiarizing themselves with the provisions of this article and assuring that applications are accurate and complete in relation to the present duties being accomplished and the position being applied for.

19-5 EXCEPTIONS TO COMPETITIVE PROCEDURES

a. Promotion due to the issuance of a new classification standard, the reclassification of a position, or correction of a classification error, provided that all incumbents are to be affected equally.

b. Placement of over-graded technicians entitled to grade retention as a result of RIF or reclassification.

c. Promotion when competition was held earlier (i.e., position is advertised with known promotion potential).

d. Re-promotion to the same grade or an intervening grade of a position from which a technician was demoted without personal cause and not at his or her own request, if the down-grading has occurred within two (2) years and the technician was placed on a priority placement register.

e. Trainees to the full grade of the position if the trainee has received the position through previous competition.

f. Position changes required by the RIF article of this agreement.

g. Selection of a former technician from the re-employment priority list for a position at the same or lower grade than the one last held. This provision is applicable to those who are on the re-employment priority register.

h. For detail/temporary promotion guidelines refer to Article 12.

i. Position change to a position having the same grade IAW TPR 715 or by lateral reassignment at the request of the employee. Personnel are authorized to request a lateral movement dependent upon grade constraints and qualifications of the new position.

19-6 INDEFINITE POSITIONS

Appointments with indefinite time limitations will be announced and filled using the procedures within this article.

19-7 VACANCY ANNOUNCEMENTS

As a minimum, the technician vacancy announcement will contain the following information:

a. Title, series, grade, and salary range of the position.

b. Type of appointment.

- c. Military Grade – Officer, Enlisted
- d. Military Requirements - applicant does not have to be assigned to the position or possess the AFSC to apply or be considered for selection.
- e. Summary of duties and minimum qualification, general and specialized experience requirements.
- f. Organization and geographical location of the position.
- g. Information regarding known promotional potential, if any.
- h. Opening and closing dates and how to apply.
- i. Equal employment opportunity statement.
- j. Whether or not trainees will be accepted.
- k. Required application forms.
- l. Area of consideration.
- m. Selection Placement Factors: Any special job requirements, i.e., security clearance, drivers license, pre-employment physicals, etc.
- n. Required military rank to prevent grade inversion.

19-8 VACANCY POSTING

Vacancy announcements will be posted for a minimum of twenty (20) calendar days, on the intranet and Internet. Copies will be posted in FTM.

19-9 AREA OF CONSIDERATION

For all bargaining unit positions the areas of consideration for each specific position vacancy announcement will be in the following manner and sequence:

NOTE: The Labor Organization will be informed of any limitations to the area of consideration.

- a. Area one (1): Technicians currently employed at the Kansas Air National Guard, Wichita.
- b. Area two (2): All members of the Kansas Air National Guard or those eligible for membership.

c. Area three (3): Competitive positions will be filled IAW applicable laws, regulations, and directives.

d. For vacant bargaining unit positions, the initial area of consideration will be onboard technicians. In any event, area two (2) and area three (3) candidates will not be submitted to the selecting official for consideration until those qualified bargaining unit employees, if any, have been given first consideration.

NOTE: A Reduction in Force re-employment priority list (RPL) should be cleared prior to issuance of a vacancy announcement.

19-10 APPLICATION PROCEDURES

Applicants will follow the instructions as listed on the job vacancy announcement. Applicants must specifically address the basic eligibility factors (which include general and specialized experience).

19-11 TIME LIMITS

The selection process will be concluded in a timely manner.

19-12 PROCESSING APPLICATIONS

The 184th FTM will insure only applications received no later than the closing date and time as indicated on the job vacancy announcement will be forwarded for consideration to HRO. HRO will determine which applicants meet the basic requirements.

19-13 SELECTING OFFICIAL ACTIONS

Selecting officials have the right to select or not select any of the candidates referred to them in a timely manner. The selecting official will proceed as follows:

a. Provide for a fair and impartial interview of each eligible candidate listed on the referral and selection certificate who is available for interview. If personal interviews are not possible telephone interviews will be conducted. This provides another means of evaluating and comparing and gives eligible candidates a chance to discuss the position and their qualifications.

b. If a selection is made from any Area 1 promotion certificate, the selecting official will sign and return the certificate to the FTM/HRO.

c. Insure employees hired in a trainee status are informed of the approximate duration of the training necessary to become fully qualified.

d. If for some reason the selection process can not be completed the selection package will be returned to the HRO.

e. If the selecting official non-selects the entire promotion certificate they may request to re-advertise the position.

19-14 HRO ACTION

a. The Selecting Official will notify the individuals on the certificate (NGB Form 300-6) of the selection.

b. Coordinate a release date of selectee.

c. FTM/HRO will advise, in writing (NGB Form 300), those individuals who did not meet the qualifications required for the position.

d. Reference 19-13d above. The FTM/HRO will notify the candidates as to the reason for the delay.

19-15 RELEASE OF SELECTEE

After selection for promotion/placement, technicians must be released promptly from their present position. Release should be within two (2) weeks after the selection, or the fill date as specified on the vacancy announcement.

19-16 RECORDS REQUIRED

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

a. The following records are to be maintained in the HRO :

1. Copy of the vacancy announcement.
2. Copy of NGB Form 300, and NGB Form 300-6.
3. Copy of all SF 171, OF 612, resume, and attached documents.
4. Forms used in the evaluation and rating process.

b. Records are to be maintained for a minimum of two (2) years. If a grievance is pending, records will be maintained until resolution.

19-17 GRIEVANCES

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

b. After preliminary review by the labor organization, the employer, upon written request, will provide the labor organization copies of the documentation utilized in assessing the qualifications of the eligible candidates in an alleged or formal promotion action. Confidentiality will be maintained by the labor organization.

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

19-18 INQUIRIES

Selecting supervisors if asked by non-selected employees should provide to that individual ideas or inputs in regards to what they might do to increase their chances for future promotions.

NOTE: The intent herein is not for the employee to grieve his non-selection, but to provide the employee an awareness of potential weakness. This will not preclude an employee from filing a grievance under the provisions of Section 19-17 of this Article.

ARTICLE 20

DISCIPLINE

20-1 GENERAL

a. This article applies to matters of **CONDUCT** only. It is acknowledged that in some cases, disciplinary actions are necessary: However, they should always be of a constructive nature, seldom punitive, and will not be used as a means of harassment to personnel. The agency will adhere to the provisions outlined in Article 1 Paragraph 1-11.

b. Disciplinary action will be for the sole purpose of correcting offending technicians and problem situations and maintaining discipline and morale among other technicians. A supervisor should consider a closer degree of individual supervision and/or warnings to effect corrective action prior to undertaking a formal disciplinary action.

c. In order to be effective, constructive discipline must be timely. Disciplinary action must be initiated within a reasonable period of time after the offense becomes known to the individual's employer. All known violations of an incident will be presented at the same time.

d. Relevant factors will be considered for any disciplinary action to determine the extent of the offense and what degree of disciplinary action will be initiated. Guidance on the application of relevant factors can be found in TPR 752.

20-2 TECHNICIAN COUNSELING

a. This type of action will consist of a counseling interview with the technician by his supervisor. The technician will be advised of the specific infraction or breach of conduct and exactly when it occurred. The technician may have a labor organization representative present.

b. Counseling interviews may be recorded. If recorded on NGB Form 904-1 it must be in pencil and initialed by both parties. Any record of the interview must be evaluated at the next periodic counseling session. At that time it will be determined whether the situation warrants further continuation of the entry.

c. To protect the confidentiality of the records (NGB Form 904-1) and to preserve the privacy of the individual, records will be maintained at the lowest level of supervision excluded from the bargaining unit and access will be limited to management/technicians concerned and individuals to whom the technician has given written permission.

d. Any complaints of a counseling interview may be made through the negotiated grievance procedure. A successful appeal could cause any record of the counseling to be deleted.

20-3 DISCIPLINARY ACTION

a. Disciplinary action consists of oral admonishments through written reprimands.

b. In situations where an employee is represented by the labor organization in disciplinary proceedings, the labor organization is required to be present when disciplinary action is given to the employee.

c. Before disciplining a technician, the supervisor will gather pertinent facts and inform the technician of the reason for the investigation. After considering the technician's response, the supervisor will then advise the technician if the discussion resolved the matter. If an oral admonishment or letter of reprimand is decided upon the following procedure will apply.

1. An oral admonishment:

(a) In a disciplinary action that notifies a technician to desist from a certain course of action. The supervisor will describe the offense in sufficient detail to enable the technician to understand why the admonishment is necessary. The technician may have a labor organization representative present.

(b) The oral admonishment may be recorded. If recorded on NGB Form 904-1, it must be initialed by both parties. Any record of the admonishment must be evaluated at the next periodic counseling session.

(c) In order to protect the confidentiality of the records (NGB Form 904-1), and to preserve the privacy of the individual, records will be maintained at the lowest level of supervision excluded from the bargaining unit and access will be limited to management/technicians concerned and individuals to whom the technician has given written permission.

2. Written reprimand will:

(a) Normally be signed by the appropriate supervisor and coordinated with HRO for contract and regulatory compliance.

(b) Describe the offense in sufficient detail to enable the technician to understand why the reprimand is necessary.

(c) Inform the technician that the letter will be filed as a temporary document in the Official Personnel Folder (OPF). The actual suspense date established in the letter will not exceed twelve (12) months. The letter must be reviewed at each periodic counseling session. If the letter is no longer required the supervisor should remove the letter from the technician's file.

3. An appeal of an oral admonishment or a letter of reprimand may be made through the negotiated grievance procedure. A successful appeal could cause the action to be withdrawn and any record of the action to be deleted.

4. Once the reference to an oral admonishment is erased, or a letter of reprimand is removed from the OPF it is regarded as never having occurred. Reference may not be made to the withdrawn record, and it may not be used or relied on to support any subsequent actions (i.e. appraisals, etc.).

d. If adverse action is decided upon the procedure in Section 20-4 applies.

20-4 ADVERSE ACTIONS

a. Adverse Action is an administrative action that results in removal, suspension, or reduction in grade.

1. There must be a reason for taking adverse action; that reason is commonly referred to as a "cause" and is defined as "an offense against the employer/employee relationship". What constitutes a "cause" is a decision that must be made on the merits of each situation.

2. Having a "cause" is not sufficient to warrant an adverse action. Management must also conclude that taking an adverse action will promote the efficiency of the service. This is done by

establishing a relationship between the "cause" and its impact or effect upon the efficiency of the service (i.e., the technician's ability to perform his duties; the agency's ability to fulfill its mission, etc.).

b. Adverse actions will not be initiated by any supervisor without consulting with the HRO before issuing proposed adverse action and original decisions. The following, as required by agency regulation TPR 752, will be the sequence of events for an adverse action:

1. Technicians will be given at least ten (10) working days notice of proposed adverse action, signed by the individual proposing the action. The technician or the representative will be given the opportunity to reply to the charges, in writing and/or in person, to the deciding official.

2. The technician will be given a Notice of Original Decision, signed by the deciding official, that will state the specific action being taken. Upon receipt of the decision the technician has twenty (20) calendar days to file for an appellant review by the Adjutant General or an Administrative Hearing conducted by a National Guard hearing examiner, but not both.

(a) Technicians or their representative, designated by letter, requesting an appeal shall state the following in writing:

1. Type of appeal (review or hearing).

2. If representative desired, name and address of representative.

3. Where copies of documents and/or correspondence to be sent (labor representative, attorney, individual).

(b) If the technician requests a hearing, the HRO, will submit a written request to NGB-HR for a list of examiners. In-turn, the NGB-HR will provide a list of hearing examiners from which the Adjutant General may make a selection. A letter will be sent advising the appellant of the name of the hearing examiner. The hearing will be before the selected hearing examiner who will provide a recommendation to the Adjutant General. The Adjutant General will consider the recommendation in making the final decision. The hearing examiners per diem them and travel expenses will be paid by management.

(c) In any disciplinary/adverse action resulting in removal or suspension without pay, such action shall not be effected against the employee until his/her rights to appeal are fully exercised and a decision rendered. This does not apply to situations where the technicians continued presence at work constitutes a serious detriment to life, government property, government interests, or to himself or other technicians.

(d) During the Adverse Action process, the employer may agree to meet with the technician and his representative to discuss the facts surrounding the adverse action.

20-5 REPRESENTATION

Representation rights will be handled IAW Article 1 section 1-11. If representation is requested for a disciplinary action/adverse action meeting, during which a discussion is being held between an agency representative and a bargaining unit member, further discussion with the employee will be delayed for up to 2 work days to allow the employee to arrange for representation to be present.

20-6 RECORDS

a. In any disciplinary/adverse action, an employee or his representative (designated in writing) will, upon written request, be furnished a copy of all written documents in the employer's files which contain evidence used by the employer to support the action.

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

c. During a change in supervisors/workcenters, the employees 904-1 or OPF will be reviewed and may be purged.

ARTICLE 21

GRIEVANCE PROCEDURES

21-1 GENERAL

Technicians within the bargaining unit are required to use this agreed to grievance procedure as the sole means of resolving all complaints covered by this article.

The employee retains the right to request labor organization representation in the grievance procedure or to decline such representation. If the technician chooses not to have representation, the supervisor will annotate the technician's 904-1 and the technician will initial accordingly. The labor organization will be given the opportunity to have a representative present during all grievance proceedings to ensure that the adjustments of the grievance are not inconsistent with the terms of this Labor/Management agreement

21-2 DEFINITION

A grievance is any complaint by any **Employee, the Labor Organization, or Agency** concerning:

a. The effect of **Interpretation**, or a **Claim of Breach**, of the collective bargaining agreement; or

b. Any claimed **Violation, Misinterpretation, or Misapplication** of any law, rule or regulation affecting conditions of employment.

21-3 REPRESENTATION

The labor organization is assured the right to represent itself and/or each and any employee in the bargaining unit in the presentation and processing of any grievance. The duly elected/appointed Officers and Stewards are afforded certain rights designated for the purpose of investigating, presenting and adjusting grievances. It shall be a grievable item if a manager/supervisor, whether on or off duty makes any statement or comment which interferes with, restrains, or coerces any Officer and/or Steward in exercising their rights accorded them by the Federal Service Labor-Management Relations Statute. This being the right to act for a labor organization in the capacity to present the views of the labor organization to the appropriate authorities, as provided for by law. Also, a Steward, Chief Steward, or other labor organization representative properly certified by the Chapter, may request and may obtain access through the appropriate channels to review the documents, files, and other records necessary for processing a grievance or determine if a grievance exists, and shall have the right to interview the aggrieved employee(s), and witness(es) during working hours if otherwise in a duty status. Such requests shall not be unreasonably denied.

21-4 EXCLUSIONS

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

a. Any claimed violation relating to prohibited political activities (Hatch Act Violations).

b. Retirement, life insurance, or health insurance.

c. A suspension or removal under Para. 7532 (National Security) of Title 5, U.S.C.

d. Any examination, certification, or appointment.

e. The classification of any position which does not result in the reduction in grade or pay of an employee. This matter may be appealed under other procedures. For GS employees TPR 500 (511.6), for WG employees TPR 532-1. S7, (532-1) are the applicable references.

f. Title 32, USC, 709(f).

21-5 EXCLUSIVE PROCEDURE

The employer and the labor organization agree that the negotiated procedure is the exclusive procedure available to the labor organization and the employee(s) in the bargaining unit for processing of any grievance. All time limits in this article may be extended by mutual consent. Failure of the employer to observe the time limits shall advance the grievance to the next step.

21-6 EMPLOYEE RIGHTS

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

21-7 GRIEVANCE FILE

A grievance file will be maintained by the HRO.

21-8 PRESENTING A GRIEVANCE

a. A grievance must be presented using the agreed to grievance form which is included as part of this article.

b. The labor organization has the right, on its own behalf or on the behalf of the bargaining unit employee(s), to present and process grievances.

c. If an employee or group of employees elect to present their grievance without the assistance of the labor organization, adjustments of the grievance may not be inconsistent with the provisions of this agreement.

d. The appropriate commander (e.g. AGS director, MXS director, LS director, Operations Group Commander, Support Group Commander, 134 Air Control Squadron Commander) will inform the labor organization of the official filing of any grievance and inform them of the time and place of such proceedings. The point of contact will be the Chapter President or his designated representative.

21-9 EMPLOYEE GRIEVANCE PROCEDURE

a. It is agreed that settling of problems may be accomplished verbally before becoming formal. At this informal stage, the employee and the representative will meet with the supervisor/manager concerned and an attempt will be made to resolve the issue(s) that caused the grievance. **This step is encouraged by both the employer and the labor organization.**

b. The grievance must be presented within forty-five (45) calendar days of the occurrence of

the event that gives rise to the grievance. The steward may be present if the employee so desires when presenting a grievance. However, if an employee(s) presents a grievance directly to agency management for adjustment consistent with the terms of this agreement, labor organization shall have an observer present at the adjustment on official time. Within fifteen (15) calendar following the conclusion of the oral grievance discussion, the supervisor will notify the employee of the determination.

c. If a settlement cannot verbally be agreed to, the following procedure will be utilized

STEP 1

The grievance will be prepared in writing, utilizing the agreed to form (see Appendix B). The grievance will be presented to the appropriate commander. An information copy of the grievance will be forwarded to the HRO. The grievance and information will be discussed at the time of presentation of the grievance. That commander will provide a determination of settlement, in writing, to the individual and the labor organization within fifteen (15) calendar days.

STEP 2

If the grievance is not settled following the procedures in Step 1, the aggrieved employee(s), with labor organization assistance, may within fifteen (15) calendar days, forward the grievance to the Air Commander for further considerations. The Air Commander or designated representative will review the grievance, consult with the appropriate commander, the aggrieved employee(s) and their labor representative, if the employee(s) elected labor representation, and give their written answer within fifteen (15) calendar days after receipt of the grievance. If the employee does not elect labor representation, the labor organization will be granted the right of an observer.

STEP 3

If the grievance is not satisfactorily settled following the procedures outlined in Step 2, the employee and/or his representative may, within fifteen (15) calendar days, inform the Air Commander and forward the grievance to the Adjutant General for consideration. The Adjutant General will meet with the aggrieved employee and Chapter President within fifteen (15) calendar days after receipt of grievance. The Adjutant General will inform the aggrieved employee of the decision within fifteen (15) calendar days following the grievance meeting. All time limits in this article may be extended by mutual consent.

21-10 LABOR ORGANIZATION GRIEVANCE

a. Labor organization initiated grievances will name the Air Commander as respondent, unless the grievance is against the HRO or Adjutant General, who will be named as the respondent. The grievance must be presented within forty-five (45) calendar days of the occurrence of the event that gives rise to the grievance. The labor organization agrees to

consider an attempt to informally resolve the grievance at an appropriate level prior to formal presentation

b. The following procedures will be utilized for all labor organization grievances.

STEP 1

The grievance will be prepared in writing and submitted to the Air Commander. The event(s) leading to the grievance will be discussed with the Air Commander at the time of the presentation of the grievance. An information copy of the grievance as received will be forwarded to the HRO. The Air Commander will provide a decision, in writing, within fifteen (15) calendar days, to the labor organization Chapter President.

STEP 2

If the labor organization is dissatisfied with the decision of the Air Commander, the Air Commander will be notified, and the appeal will be forwarded to Adjutant General within fifteen (15) calendar days. The labor organization will be provided a decision within fifteen (15) calendar days. If the Adjutant General does not sustain the grievance a reason, in writing, will be provided to the labor organization.

21-11 EMPLOYER GRIEVANCE PROCEDURE

Employer grievances are submitted in writing to the Chapter President within forty-five (45) calendar days of the occurrence of the event that gives rise to the grievance. The Chapter President and the employer or his designee will meet within fifteen (15) calendar days after receipt of the grievance to discuss it. The Chapter President shall give his written decision within fifteen (15) calendar days after the meeting. If the decision does not resolve the grievance, then arbitration procedures may be invoked.

21-12 RIGHT TO INFORMATION

If a grievance is denied, management will immediately supply the labor organization with any reports and/or documents relied on in the original action. This is to insure the labor organization has all the necessary information for a determination to invoke or not invoke the provisions of paragraph 21-14.

21-13 ARBITRATION PROCEDURES

a. The right of appeal which may exist with respect to clause (1), (2), (3), or (4) of Section 709(f) Public Law 90-486 shall not extend beyond the Adjutant General.

b. Arbitration may be used to settle unresolved grievances.

c. Only the local labor organization or the employer may invoke the provisions of this section. Arbitration procedures must be invoked within forty-five (45) calendar days of the disputed resolution.

d. If either party questions the arbitrability of a matter because of alleged conflicts with applicable existing law or circumstance(s), the arbitrator will simultaneously hear the question of arbitrability and the merit(s) of the case. The arbitrator will then rule on the question of arbitrability and when applicable, the subsequent question(s) on the merits of the case.

21-14 ARBITRATOR SELECTION

When arbitration is invoked, the party invoking arbitration may request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS) and concurrently inform the other party of its intent.

Within seven (7) working days of receiving the list, both parties shall meet to select an arbitrator. This meeting shall be arranged by the party invoking arbitration. If agreement cannot be reached regarding the selection of an arbitrator, then the parties will alternately strike the names from the list until only one (1) name remains. The winner of the traditional coin toss has the option of striking first. The individual's name remaining will be duly selected to hear the grievance. 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 if the selected arbitrator is unavailable to hear the grievance within thirty (30) calendar days the parties may select a new arbitrator using the above procedures.

NOTE: If the chosen arbitrator cannot hear the case within thirty (30) calendar days the intent of Section 21-14 is to allow the parties to select from the remaining names on the list or request a list of seven (7) additional names.

21-15 ARBITRATION EXPENSES

Expenses incurred for the arbitrator and the transcript, (to include a court reporter, unless not required upon mutual consent), will be borne equally by the Employer and the Labor Organization. Upon request, a copy of the transcript will be provided to the labor organization.

21-16 DATE AND LOCATION

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

21-17 FLRA EXCEPTIONS

The parties understand the Federal Labor Relation Authority has promulgated regulations providing for filing of exceptions to an arbitrators award. The period for filing exceptions is thirty (30) calendar days beginning on the date the award is served on the filing party. The date

of service is the date the arbitration award is deposited in the U.S. mail or is delivered in person. It is understood that if no exceptions to an award are filed during this thirty (30) day period, the award shall be final, and binding, effective on the thirty first (31st) day.

21-18 COMPLIANCE

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

ARTICLE 22

PERSONNEL FACILITIES

22-1 TOOLS

Management agrees to provide, at Government expense, authorized tools required to perform assigned duties and employees will be held responsible for losses in accordance with applicable directives.

22-2 PERSONNEL LOCKERS

As appropriate space and funds become available, management agrees, if requested, to provide an individual locker for protection of clothing and equipment. Each employee agrees to maintain the security and cleanliness of the wall locker in accordance with applicable directives. It is further understood that lockers will be subject to inspection by appropriate authorities. When the employees are on station, the employer agrees that every possible effort will be made to have the employee present at inspections of their lockers.

22-3 RADIOS AND TELEVISION

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

22-4 WORKSTATION COMPUTERS

a. Employees are allowed to play audio Compact Disks (CDs) on workstation computers that are audio CD capable, in the work areas, i.e., shops, warehouse, and offices, with discretion, so long as they are played in such a manner as to not interfere with work or cause a disturbance.

b. If Internet access is available, employees may be authorized its use to accomplish their assigned duties. Inappropriate use of the Internet may result in loss of access authorization and/or disciplinary/adverse action.

22-5 EMERGENCY CONTACT PROCESS

To expedite contact for emergency situations, the Command Post is designated as the primary point to receive emergency telephone messages for technicians in the 184th Air Refueling Wing. Upon receiving an emergency telephone call or message for an employee, Command Post personnel will immediately initiate notification to the employee by telephone, radio, or messenger. Command Post personnel will not attempt to evaluate whether or not the situation is an emergency. Command Post will handle all messages declared to be an emergency as an emergency. It is recommended that personnel creating Voice Mail answering messages ensure that the Command Post's current phone numbers are included as emergency access numbers.

22-6 OPF REVIEW

When OPF reviews are conducted, they will be held during normal duty hours. Compensatory time will be awarded if the reviews cannot be scheduled during normal duty hours for each shift.

ARTICLE 23

IMPACT BARGAINING

23-1 APPROPRIATE MATTERS FOR IMPACT AND IMPLEMENTATION BARGAINING

Management and the labor organization, through designated representatives, shall meet when appropriate and discuss, in good faith, the impact and implementation of changes to personnel policies and practices and matters affecting working conditions which are within the discretion of management. Such negotiations, if requested, will take place prior to a proposed management action which could adversely affect an employee's condition of employment. If requested by the labor organization, management must meet its obligation to negotiate prior to making changes in conditions of employment. If an emergency situation dictates a management directed re/assignment, management has the right to enact said action. This does not, however, preclude management's obligation to impact and implementation bargain with the labor organization.

23-2 MANAGEMENT INITIATED CHANGES AFFECTING WORKING CONDITIONS

a. Management agrees to deliver to the labor organization draft copies of management proposed changes affecting working conditions for review prior to implementation. If the labor organization desires formal discussion concerning contents of the drafts, management should be contacted within fifteen (15) calendar days after receipt to establish a meeting time/place to discuss the matter.

b. Management agrees to deliver to the labor organization, if requested, all appropriate regulations, policies, documents, and any other information relative to and affecting management

proposed change to working conditions immediately but not less than fifteen (15) calendar days prior to impact and implementation bargaining.

23-3 MEETINGS

a. Upon notification by the labor organization, management agrees to meet and negotiate within fifteen (15) calendar days after receipt of all documentation requested by the labor organization.

b. Consistent with the above, and within the authority to do so, the employer agrees not to make changes in personnel, policies, practices, and working conditions, without prior negotiations/consultations with the labor organization. As per Article 23-2.

ARTICLE 24

REDUCTION IN FORCE

24-1 GENERAL:

The Adjutant General is responsible for implementing a reduction in force (RIF).

24-2 AUTHORITY

A RIF will be accomplished in accordance with the procedures outlined in NGB TPR 351, PL 95-454, and the specific terms of this Agreement.

24-3 DEFINITIONS

a. **Reduction-in-Force (RIF):** A reduction in force occurs when a technician is released from his/her competitive level by separation, change to lower grade, furlough for more than thirty (30) calendar days, or reassignment of technicians to other positions which involve the displacement of the incumbent. Reductions may occur because of lack of work or funds, reorganization, abolishment of positions, transfer of function, or the need to provide a job placement for a former technician exercising restoration rights. Termination of temporary appointments or temporary promotions; furloughs for less than thirty (30) calendar days, or reclassification actions (unless part of reorganization) are not considered reduction in force actions. The decision to implement a reduction in force will be made by the Adjutant General.

b. **Competitive Areas:** The competitive area for the reduction in force that affects the bargaining unit technician(s) covered by this agreement will be determined by the RIF Team, in conjunction with the HRO. At the time a general RIF notification is received, impact bargaining will take place to determine that portion of the bargaining unit affected, and the boundary within which employees compete for retention and receive placement offers.

c. Competitive Levels:

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

2. AGR personnel will not compete for bargaining unit positions.

d. Tenure Groups: Technicians are divided into three (3) Tenure Groups:

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

Group II Permanent technicians serving on probation or trial periods.

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

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

1. A technician retention standing will be based on the average score of the last three (3) official performance appraisals. Appraisals will be scored as follows:

Exceeds Standards	3
Meets Standards	2
Does Not Meet Standards	1

(a) Technicians who do not have three (3) appraisals on file will be credited with a Meets Standards (2) for any missing appraisals.

(b) First tie-breaker will be Civil Service Computation Date.

(c) Second tie-breaker will be Technician Service Computation Date.

24-4 RIF PROCEDURES

Management will:

a. Meet with the labor organization to explain the need for a reduction in force and negotiate procedures to be used. Once a RIF has been implemented by the Adjutant General, the agency may establish a RIF team to negotiate the detailed procedures that will be used to accomplish the RIF. The RIF team will be comprised of an equal number (six to ten) of

representatives from management (designated by the Wing Commander) and the labor organization (designated by the Union President). The HRO will advise and assist the RIF team.

Note: All information that will be relied on/or used to effectuate the RIF will be provided to the labor organization prior to accomplishing the required negotiations in paragraph "a" above.

1. The competitive area will be established before the General Notice is posted. A General Notice will be posted a minimum of 120 calendar days prior to the effective date of the RIF action. The notice will contain as a minimum:

- (a) The competitive area.
- (b) The date appraisals are to be/have been frozen.
- (c) The date that personnel actions are frozen, such as reassignments, promotions, hiring, etc.
- (d) POC for information on placement/counseling programs.
- (e) Dates and times for appropriate briefings dealing with separation benefits.

2. A specific written notice will be given to each technician to be RIF'd as far in advance as possible but not later than sixty (60) calendar days prior to the effective date of the action. This notice will state specific actions and known alternatives to be offered the individual.

b. The parties agree these procedures shall remain in effect during the lifetime of this agreement, subject to federal law or government wide regulation changes. Any change that may become necessary will be by mutual agreement of the parties.

ARTICLE 25

EMPLOYEE PROGRAMS

25-1 GENERAL

The parties recognize the importance of programs established for the welfare of employees. The employer and the labor organization agree to encourage employee participation in appropriate programs.

25-2 OBJECTIVES

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

25-3 EMPLOYEE ASSISTANCE PROGRAM

Consultation with the Employee Assistance Program Coordinator may be accomplished during duty hours. The leave status to be used for participation in a referred program will be determined between the immediate supervisor and the employee.

25-4 APPLICABLE DIRECTIVES

SPP 792 provides guidance for these programs. However, the programs will be administered in accordance with public law and FPM 792-2.

ARTICLE 26

CLASSIFICATION ACTIONS

26-1 GENERAL

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

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

26-2 RECLASSIFICATION DOWNGRADE

- a. If any position is downgraded with a substantial change of duties and job number, such action is NOT considered a reduction in force (RIF). In all cases, downgrades resulting from reclassification will be considered as classification actions.
- b. No individual will be downgraded as a result of a local classification action until an on site classification desk audit of the duties being performed, has been accomplished by HRO. This audit shall take place before the effective date of the proposed action(s). The annual position description review shall not fulfill the requirements of this desk audit
- c. The employer will not utilize classification actions for the purpose of either awards or punishment.

26-3 GRADE RETENTION

If there is more than one fully qualified eligible technician in grade retention the Re-employment Priority List (RLP) and/or internal placement plan will be utilized. Qualified technicians on the retention register shall be given priority consideration for vacant positions (SEE ALSO RIF ARTICLE 24).

ARTICLE 27

EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

27-1 POLICY

Federal law and national policy establishes the requirements of the Kansas National Guard Technician Equal Employment Opportunity Affirmative Action Plan. It assures equal employment, development, promotion and treatment of the National Guard technicians. The employer and the labor organization agree to cooperate to the fullest in providing equal employment opportunity for all qualified applicants and technicians and to prohibit discrimination because of age, race, color, creed, sex, national origin, religion or handicap to include sexual harassment. Both parties agree to promote and support all programs for equal employment opportunity through a positive and continuing effort. All ANG Employees will be held responsible and accountable in assuring the policy on EEO, to include sexual harassment and illegal discrimination will be adhered to.

27-2 EEO COMPLAINT PROCEDURES

Any technician who believes they have been discriminated against in any matter because of race, color, sex, age, national origin, religion or handicap may file an EEO complaint through the statutory procedures by contacting a designated EEO counselor for that specific area within forty-five (45) calendar days from time complainant(s) reasonably became aware of the occurrence, or exercising the grievance procedure outlined in Article 21.

27-3 COMPLAINTS ALLEGING SEXUAL HARASSMENT

a. The employer and the labor organization agree that sexual harassment in the work-place will not be condoned.

b. Reported cases of sexual harassment will receive prompt and positive action.

c. Any technician who feels they have been the victim of sexual harassment may file a complaint through the statutory procedure of contacting an EEO counselor or state EEO counselor within forty-five (45) calendar days from time complainant(s) reasonably became aware of occurrence.

ARTICLE 28

UNFAIR LABOR PRACTICE

28-1 GENERAL

In an ongoing effort to resolve problems at the lowest possible level, the labor organization and management will meet, to afford each other an opportunity to resolve an Unfair Labor Practice Charge. This meeting will not prevent either party from going formal with the charge.

ARTICLE 29

AGREEMENT ADMINISTRATION

29-1 EFFECTIVE DATE

The effective date of this agreement shall be after execution by the parties and approval by the agency (DOD). Both dates will be made part of the agreement prior to distribution.

29-2 AGENCY APPROVAL

a. The head of the agency shall approve the agreement within thirty (30) calendar days from the date the agreement is executed by the parties if the agreement is in accordance with the provisions of applicable law, rule, or regulation.

b. If the agency does not approve or disapprove the agreement within the thirty (30) calendar day period, the agreement shall take effect and be binding on the employer and the labor organization subject to the provisions of applicable law, rule, or regulation.

c. In the event that a particular article or section of an article is not approved by the agency or the labor organization membership, the remainder of the agreement shall take effect as provided by law. The articles or sections of an article not approved by the agency or the labor organization membership shall later be incorporated as negotiations or appropriate remedies dictate and subsequently approved by the agency and the labor organization.

29-3 AGREEMENT DURATION

This agreement will remain in effect for three (3) years from the date of approval by the agency and ratification by the labor organization membership, or under the provisions of PL 95-454, section 7114 (c) (3) whichever is applicable.

29-4 AGREEMENT PRECEDENCE

Upon approval, this collective bargaining agreement takes precedent over any conflicting provisions in agency regulations which predate, as well as those that postdate this agreement, subject to 5 USC 7117 (a) (2).

29-5 AGREEMENT AMENDMENTS/SUPPLEMENTS

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

1. Either party to this agreement may submit proposals at any time for negotiations for the purpose of supplementing this agreement with provisions not covered by or contained within this agreement.

2. When agreement provisions require amendment due to law, rule, or regulation changes that affects the provisions of this agreement.

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

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

c. Representatives of the employer and the labor organization will meet within thirty (30) calendar days to commence negotiations of the proposed amendment or supplement, unless a later date is mutually agreed upon. No changes other than those specified in the summary provided for in paragraph 29-5b of this article will be considered.

d. Approval of an amendment or supplement to the agreement will be accomplished in the same manner as provided for approval of the basic agreement as specified in paragraph 29-2 of this article.

29-6 NEGOTIATING A NEW AGREEMENT

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

b. Thirty (30) calendar days prior to the start of negotiations of a new agreement, representatives of the employer and representatives of the Association of Civilian Technicians will mutually agree to meet to initiate a memorandum of understanding establishing the ground rules for the conduct of negotiations.

GLOSSARY OF TERMS

Adequate Government Quarters: Shall conform to ANGR 90-9 while at ANG sites, AFR 90-9 while at military installations – assignment of quarters shall be based on criteria contained in ANGR 90-1.

Amendments: Modifications of the Basic Agreement to add, delete, or change portions, sections or articles of the Agreement.

Authority (FLRA): The Federal Labor Relations Authority established by the Civil Service Reform Act of 1978.

Civil Service Computation Date: The original federal appointment date is primarily utilized to compute Civil Service Retirement benefits.

Civil Service Reform Act of 1978: Public Law 95-454.

Collective Bargaining: The performance of the mutual obligation of the representative of the agency and the exclusive representative of the employees in an appropriate unit in the agency to meet at reasonable times and to consult and bargain in a good-faith effort to reach agreement with respect to the conditions of employment affecting such employees and to execute, if request by either party, a written document incorporating any collective agreement reached, in accordance with 5 U. S. Code 7117.

Collective Bargaining Agreement: An agreement entered into as a result of collective bargaining pursuant to the provisions in the Civil Service Reform Act of 1978.

Compelling Need: The criteria which an agency or primary national subdivision policy or regulation concerning personnel policies and practices and matters affecting working conditions must meet in order to bar negotiations.

Confidential Employee: An employee who acts in a confidential capacity with respect to an individual who formulates or effectuates management policies in the field of labor-management relations.

Directly Related Experience: Documented experience, ie. on the job experience, that is applicable to the position applied for.

Dues: Dues, Fees and assessments.

Due Process: I&I see Article 23.

Emergency Situation: A situation which poses sudden, immediate and unforeseen work requirements for the employer as a result of natural phenomena or other circumstances beyond the employers reasonable control or ability to anticipate.

Employee: An individual employed in an agency, or whose employment in an agency has ceased because of any unfair labor practice under Section 7116 of the Civil Service Reform Act of 1978.

Essential Missions: To be discussed and clarified by the negotiation process.

Exclusive Representative: The labor organization which is certified as the exclusive representative of employees in an appropriate unit pursuant to Section 7111 of the Civil Service Reform Act of 1978.

Federal Mediation and Conciliation Service: An independent U.S. government agency which provides mediators to assist parties involved in negotiations or in a labor dispute in reaching a settlement. The FMCS also provides a list of arbitrators upon request without a service fee.

Federal Personnel Manual: The official Office of Personnel Management publication of personnel regulations and instructions for Federal agencies.

Federal Personnel Manual Bulletin: An FPM system issuance on buff-colored paper that provides temporary instructions or notices.

Federal Personnel Manual Letter: An FPM system issuance on salmon-colored paper containing continuing instructions which, because of urgency, cannot be put in the FPM or its supplements at the time of issuance. FPM letters are later incorporated into the body of the manual itself.

FPM Supplement: Part of the FPM system which amplifies or explains in detail various subjects covered in the basic FPM.

Formal Discussion: A meeting between one or more representatives of the agency and one or more of the employees in the unit or their representatives concerning any grievance or any personnel policy or practice or other general conditions of employment.

Formal Notification: Terms for a procedure occasionally required under a collective bargaining agreement. It calls for the parties to specify the arrangement by which management will notify the labor organization of the proposed change in conditions of employment.

General Council: The body within the Federal Labor relations Authority which investigates and prosecutes unfair labor practice complaints. The head of this office is appointed by the President with the advise and consent of the Senate for a period of five years. Members of the General Council's staff are located in each regional office of FLRA.

Impasse: The inability of representatives of the employer and the labor organization to arrive at a mutually agreeable decision concerning negotiable matters through the negotiation process.

Labor-Management Forum: A committee comprised of; the labor organization Chief negotiator or his designated representative, Labor Relations Officer or his designated representative, and one (1) additional representative from each party. This forum will be utilized in the specific instances in the current agreement.

Labor Organization: An organization composed in whole or in part of employees, in which employees participate and pay dues, and which has as a purpose the dealing with an agency concerning grievances and conditions of employment.

Management Official: An individual employed by an agency in a position the duties and responsibilities of which require or authorize the individual to formulate, determine, or influence the policies of the agency.

Mission Requirements: Those requirements deemed necessary by the Air Force, NGB, the Adjutant General and the Wing Commander to fulfill our unit mission.

Minor Maintenance: Any job related task that does not place an employee in a hazardous environment for an extended period of time without adequate relief.

Negotiability Dispute: Dispute over whether or not an issue is negotiable within the scope of bargaining established in Title VII. Such disputes are resolved by the FLRA. The agency must demonstrate, if it asserts non-negotiability due to one of its own regulations, that there is a compelling need for such regulation, or it is based on law. Section 7117 of the ACT provides for the system of resolution.

Negotiation: Bargaining by representatives of the employer and the labor organization on appropriate issues relating to terms of employment, working conditions, and personnel policies and practices, with the view toward arriving at a formal agreement.

Official Personnel Folder (OPF): The official records and reports of personnel actions effected during an employee's Federal Service and the documents and papers required in connection with such actions.

Panel (FSIP): The Federal Service Impasses Panel described in Section 7119 of the Civil Service Reform Act of 1978.

Person: An individual, labor organization or agency.

Reasonable Time: The amount of time required to receive, investigate, prepare and present a complaint, grievance or other matter to its conclusion.

Reduction in Force: Separation of employees from their competitive levels by a department or agency because of lack of work, or funds, abolition of positions or agencies, or reemployment rights, or Office of Management and Budget personnel ceiling restrictions.

Reemployment Priority List: Lists of group I and II employees separated by reduction-in-force. Each agency maintains separate lists of these employees for each area in which it separated them. The list is in priority order for reemployment to competitive positions in that area. The competitive area is negotiable, and normally will be found in the activities negotiated merit promotion plan.

Reemployment Rights: The entitlement of an employee to return to his long-term career employment after assignment for a relatively short period of time to other employment where he/she can make a maximum contribution to the national interest.

Restoration Rights: Shall be IAW FPM 353.

Supervisor: An individual employed by an agency having authority in the interest of the agency to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline or remove employees, to adjust their grievances, or to effectively recommend such action, if the exercise of the authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgment.

Supplements: Additional articles, negotiated during the term of the Basic Agreement, to cover matters not adequately covered by the Basic Agreement.

TDY: A trip to support the mission of the unit.

Technician Service Computation Date: The date the individual went to work for the Unit as a technician.

Unfair Labor Practice: Behavior on the part of management or a labor organization prohibited under Section 7116 of title VII.

Unfair Labor Practice Charge: A form stating what management or a labor organization has done to violate Section 7106 of Title VII. This form is filed with the appropriate Regional Office of FLRA and initiates the ULP complaint process.

Unfair Labor Practice Complaint: A formal written document alleging the unfair labor practice and setting a hearing on it. This complaint issued by the Regional Council of the Federal Labor Relations Authority if the parties are unable to settle informally and if there is a reasonable basis for the complaint.

Labor organization-management Meetings: Meetings which are held for - communication and exchange of views with the intent of agreeing on matters of mutual interest.

Labor organization official and/or labor organization representative: Any accredited National Representative of the labor organization, the duly elected or appointed officials of the Chapter, including stewards.

Unit Mission: In accordance with AFR 45-1, para 5, "Mission of the ARF": The mission of the ARF is to provide combat units, combat support units and qualified personnel for active duty in the Air Force:

- a. To support augmentation requirements; and
- b. To perform such peacetime missions as are compatible with ARF training requirements and the maintenance of mobilization readiness.

NOTE: Chapter, labor organization and union are used synonymously in the agreement.

NOTE: Agency, employer and management are used synonymously in the agreement.

Request For Special Shift Assignment

NAME:	SHOP:	SHIFT:
SUPERVISOR:		DATE OF REQUEST:
SPECIFIC REASON FOR REQUEST (Be Detailed):		
SUPV CONCURRENCE: Yes/No	SUPERINTENDENT: Yes/No	
TEMPORARY SHIFT CHANGE DATE: _____		
REEVALUATION DATE: _____		
SUPERVISOR USE		
<ol style="list-style-type: none"> 1. Has NGB 904-1 entry been made? 2. Consider referral to EAP. 3. Have other supervisors been notified? 4. Duration of shift change. 		
EMPLOYEE SIGNATURE:		DATE:
SUPERVISOR SIGNATURE:		DATE:

Appendix A

GRIEVANT WILL COMPLETE ITEMS 1 THROUGH 12 AND 14 OR 15

KANSAS AIR NATIONAL GUARD, WICHITA NEGOTIATED GRIEVANCE FORM		
1. DATE:	2. GRIEVANT(S) NAME:	3. POSITION:
4. SHOP/OFFICE:		5. DUTY PHONE:
6. HOME ADDRESS:		7. HOME PHONE:
8. GRIEVANCE PRESENTED TO:		9. INCIDENT DATE:
10. CONTRACT/REGULATION REFERENCES:		
11. DETAILS OF GRIEVANCE: (attach separate sheet(s) if required. State in detail the incident/action on which this grievance is based providing names, dates and location if applicable.		
12. SPECIFIC RELIEF REQUESTED: (attach separate sheet(s) if required).		
13. GRIEVANCE STEP: (initial, date, and attach previous decisions) Informal _____ Step 1 _____ Step 2 _____ Step 3 _____ Arbitration Date _____ Date _____ Date _____ Date _____ Yes ___ No ___		
14. UNION REPRESENTING: Grievants signature	15. UNION NOT REPRESENTING: Grievants signature	
16. REPRESENTATIVE:		
17. RECORD OF RECIEPT: (recipient at each step – signature and date) Step 1 _____ Date _____ Step 2 _____ Date _____ Step 3 _____ Date _____		

APPENDIX B

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the
_____ day of _____ 2004.

Employer

Union

The Adjutant General

**Wichita Air Capital Chapter,
ASSOCIATION OF CIVILIAN
TECHNICIANS**

DCPMS _____ Date _____