



Collective Bargaining Agreement Between:

**The Adjutant General of
the California National Guard**

and

Association of Civilian Technicians (ACT)

Executed: September 6, 2022
Approved by DoD: September 20, 2022



TABLE OF CONTENTS

ARTICLE 1 – GENERAL PROVISIONS	8
Section 1.1 – Preamble	8
Section 1.2 – Agreement Relations to Law and Regulations.....	8
Section 1.3 – Mutual Covenants	9
Section 1.4 – Contract Distribution	9
Section 1.5 – Labor Management Training	9
Section 1.6 – Bargaining Unit.....	9
Section 1.7 – Employee Rights and Representation	10
Section 1.8 – Employee Participation.....	10
Section 1.9 – Management Rights	10
Section 1.10 – Exclusive Representative	11
Section 1.11 – Representation Rights	12
Section 1.12 – Contract Enforcement	12
Section 1.13 – Internal Union Business.....	12
ARTICLE 2 – PERTINENT INFORMATION AND DIRECTIVES APPLICABLE TO THE AGENCY AND THE LABOR ORGANIZATION	13
Section 2.1 – Agency Information.....	13
Section 2.2 – Labor Organization Information.....	13
Section 2.3 – Bargaining Unit Members Documents	13
ARTICLE 3 – LABOR ORGANIZATION REPRESENTATION.....	14
Section 3.1 – Recognition of Labor Organizations Officers and Stewards	14
ARTICLE 4 – LABOR ORGANIZATION BUSINESS OFFICE	15
Section 4.1 – Office	15
Section 4.2 – Telephone.....	15
Section 4.3 – Bulletin Boards	15
Section 4.4 – Distribution Box.....	15
Section 4.5 – Computers, Fax and Copy Machines, Video Display Systems and Access	16
Section 4.6 – Furniture Use	16
Section 4.7 – Union Meetings.....	16
ARTICLE 5 – PAYROLL DEDUCTION FOR DUES.....	17
Section 5.1 – Withholding Form/Revocation Form.....	17
Section 5.2 – Processing	17

Section 5.3 – Dues Revocation	17
ARTICLE 6 – OFFICIAL TIME FOR LABOR ORGANIZATION REPRESENTATIVES	19
Section 6.1 – Official Time.....	19
Section 6.2 – Recognition of Union Officials and Stewards	19
Section 6.3 – Granting of Official Time	19
Section 6.4 – Representative Training	21
Section 6.5 – Civilian Attire	21
Section 6.6 – Representative Title	21
ARTICLE 7 – WAGE BOARD COMMITTEE REPRESENTATION	22
Section 7.1 – Labor Organization Participation.....	22
ARTICLE 8 – NEW EMPLOYEE BRIEFING PROCEDURES.....	23
Section 8.1 – Procedure	23
Section 8.2 – Checklist	23
Section 8.3 – Notification	23
Section 8.4 – Employee Identification / CAC	23
Section 8.5 – Trial / Probation	23
ARTICLE 9 – HOURS OF WORK.....	24
Section 9.1 – Administrative Work Week	24
Section 9.2 – Work Schedules	24
Section 9.3 – Shift Assignments	25
Section 9.4 – Special Work Schedule Requests.....	25
Section 9.5 – Employee Notification.....	26
Section 9.6 – Shift Reassignment	26
Section 9.7 – Donning and Doffing of Clothing.....	26
Section 9.8 – Clean-Up Time.....	26
Section 9.9 – Standby / On-Call Status.....	26
Section 9.10 – Premium Pay	27
Section 9.11 – Overtime Pay	27
ARTICLE 10 – POSITION DESCRIPTION	28
Section 10.1 – Position Description.....	28
Section 10.2 – Position Review (Employee Request)	28
Section 10.3 – NGB Position Description Release (PDR)	28
Section 10.4 – Other Duties as Assigned.....	29
Section 10.5 – Additional Duties	29

Section 10.6 – Classification Appeal	29
ARTICLE 11 – DETAILING OF EMPLOYEES	31
Section 11.1 – Definition of Detailing of Employees.....	31
Section 11.2 – Procedure	31
Section 11.3 – Recording of Details	31
Section 11.4 – Temporary Promotion.....	31
Section 11.5 – Career Enhancement	32
Section 11.6 – Management Directed Reassignments.....	32
ARTICLE 12 – JOB PERFORMANCE STANDARDS AND PERFORMANCE RATING.....	33
Section 12.1 – Administration	33
ARTICLE 13 – TEMPORARY DUTY ASSIGNMENT	34
Section 13.1 – General.....	34
Section 13.2 – Steward	34
Section 13.3 – Assignment of Qualified Technicians.....	34
Section 13.5 – TDY Authorizations.....	35
Section 13.6 – Mode of Transportation	35
Section 13.7 – Travel Vouchers.....	35
Section 13.8 – Travel Advances	35
Section 13.9 – Work Schedules	36
Section 13.10 – Working Conditions.....	36
Section 13.11 – Compensatory Time.....	36
Section 13.12 – Home Station Workload	36
Section 13.13 – Prudence in Travel/Orders	37
Section 13.14 – Quarters While TDY	37
ARTICLE 14 – HAZARDOUS DUTY AND ENVIRONMENTAL DIFFERENTIAL PAY	38
Section 14.1 – Purpose.....	38
Section 14.2 – Coverage	38
Section 14.3 – Policy	38
Section 14.4 – Labor-Management EDP/HDP Committee	39
Section 14.5 – Responsibilities	39
Section 14.6 – Hazardous Duty Pay (HDP).....	40
Section 14.7 – Environmental Differential Pay (EDP).....	41
Section 14.8 – Documentation for EDP/HDP Exposure	43
Section 14.9 – EDP/HDP Requests	43

Section 14.10 – EDP/HDP in Effect	43
ARTICLE 15 – HEALTH, SAFETY, AND WELFARE	44
Section 15.1 – General	44
Section 15.2 – Wing Safety Meeting	44
Section 15.3 – Workers Compensation.....	44
Section 15.4 – Extreme Cold	45
Section 15.5 – Extreme Heat	45
Section 15.6 – TDY Safety	45
Section 15.7 – Safety Glasses and Protective Clothing	45
Section 15.8 – Hazardous Material Communication Training	46
Section 15.9 – Safety Survey	46
Section 15.10 – Hazard Reporting	46
Section 15.11 – Physical Fitness.....	48
ARTICLE 16 – LEAVE.....	49
Section 16.1 – General.....	49
Section 16.3 – Voluntary Leave Transfer Program	50
Section 16.4 – Sick Leave.....	50
Section 16.5 – Compensatory Time (Overtime)	50
Section 16.6 – Paid Parental Leave.....	51
Section 16.7 – Workman Compensation Leave.....	51
Section 16.8 – Leave Without Pay (LWOP).....	51
Section 16.10 – Military Leave.....	52
Section 16.12 – Court Leave.....	52
Section 16.13 – Law Enforcement Leave	53
Section 16.14 – Administrative Leave.....	53
Section 16.15 – Weather and Safety Leave	54
Section 16.16 – Military Operations on Normal Work Days	54
ARTICLE 17 – MERIT PROMOTION AND INTERNAL PLACEMENT	55
Section 17.1 – General Provisions	55
Section 17.2 – Responsibilities	55
Section 17.3 – Exceptions to Competitive Procedures	56
Section 17.4 – Vacancy Announcements.....	56
Section 17.5 – Selecting Competencies	57
Section 17.6 – Application Procedures	57

Section 17.7 – Hiring Board	58
Section 17.8 – Actions by the Selecting Official.....	59
Section 17.9 – Human Resources Office (HRO) Action	60
Section 17.10 – Placement Actions	60
Section 17.11 – Records Retention.....	60
Section 17.12 – Merit Placement Grievances	61
Section 17.13 – Inquiries	61
Section 17.14 – Definitions.....	62
ARTICLE 18 – DISCIPLINE.....	63
Section 18.1 – General.....	63
Section 18.2 – Representation.....	63
Section 18.3 – Appeals	63
Section 18.4 – Records	64
Section 18.2 – Correction Actions.....	64
ARTICLE 19 – GRIEVANCE PROCEDURES.....	66
Section 19.1 – General.....	66
Section 19.2 – Definitions.....	66
Section 19.3 – Representation.....	66
Section 19.4 – Exclusions	67
Section 19.5 – Official Time.....	67
Section 19.6 – Time Limits.....	67
Section 19.7 – Employee Grievance Process.....	67
Section 19.8 – Labor Organization Grievance.....	68
Section 19.9 – Agency Grievance.....	69
Section 19.10 – Right to Information	69
Section 19.11 – Arbitration Procedures	69
Section 19.12 – Arbitrator Selection.....	70
Section 19.13 – Expediting Procedures	70
Section 19.14 – Location of the Hearing	71
Section 19.15 – Arbitration Expenses.....	71
Section 19.16 – FLRA Exceptions.....	71
Section 19.17 – Compliance	71
ARTICLE 20 – EMPLOYEE MORALE	72
Section 20.1 – Radios and Television.....	72

Section 20.2 – Telephone Service.....	72
Section 20.3 – Outside Vendors.....	72
Section 20.4 – Parking Spaces.....	72
Section 20.5 – Break Areas.....	72
Section 20.6 – Employee Title.....	72
Section 20.7 – Lockers.....	72
Section 20.8 – Child Care.....	73
Section 20.9 – Uniforms.....	73
Section 20.10 – Civilian Clothes.....	73
ARTICLE 21 – TECHNICIAN RETIREMENT.....	74
Section 21.1 – Retirement Briefing.....	74
Section 21.2 – Retirement Process.....	74
Section 21.3 – Selective Review Board (SRB).....	74
Section 21.4 – MEB/PEB.....	74
ARTICLE 22 – IMPACT AND IMPLIMENTATION BARGAINING.....	75
Section 22.1 –Right to Impact and Implementation Bargaining (I & I Bargaining).....	75
Section 22.2 – Scope.....	75
Section 22.3 – Procedures.....	75
Section 22.4 – Substantive Bargaining.....	75
ARTICLE 23 – REDUCTION IN FORCE.....	77
Section 23.1 – General.....	77
Section 23.2 – Procedures.....	77
Section 23.3 – Definitions.....	77
Section 23.4 – HRO Responsibilities.....	78
Section 23.5 – Placement Action.....	80
Section 23.6 – Appeals.....	80
Section 23.7 – RIF Committee.....	81
ARTICLE 24 – EMPLOYEE ASSISTANCE PROGRAM.....	82
Section 24.1 – General.....	82
Section 24.2 – Objectives.....	82
Section 24.3 – Resources.....	82
ARTICLE 25 – CLASSIFICATION ACTIONS.....	83
Section 25.1 – General.....	83
ARTICLE 26 – EQUAL EMPLOYMENT.....	84

Section 26.1 – Policy	84
Section 26.2 – EEO Complaint Procedures	84
Section 26.3 – Complaints Alleging Sexual Harassment	84
ARTICLE 27 – AGREEMENT ADMINISTRATION	85
Section 27.1 – Effective Date	85
Section 27.2 – Defense Civilian Personnel Advisory Service (DCPAS) Approval	85
Section 27.3 – Agreement Duration.....	85
Section 27.4 – Agreement Amendments/Supplements.....	86
Section 27.6 – Negotiating a New Agreement.....	86
Appendix 1.....	87
Notice of Right to Union Representation During Administrative Investigations.....	87
Signature Page	88

ARTICLE 1 – GENERAL PROVISIONS

Section 1.1 – Preamble

1. This Agreement is entered into under the provisions of Title 5 Chapter 71 of United States Code (USC) as amended, hereinafter referred to as “Statute”, between The Adjutant General of California (TAG), hereinafter referred to as the “Agency”, and Association of Civilian Technicians (ACT) California Air National Guard Local Chapters (#118 Fresno ANG, #121 March Air Reserve Base, #105 Channel Islands, and #109 Moffett Federal Airfield), hereinafter referred to as "Labor Organization". Collectively the Agency and the Labor Organization shall be known as the “Parties”. Upon approval, this Collective Bargaining Agreement (CBA) takes precedence over any bargaining agreements that predate this agreement.

- a. Unless otherwise specified herein, it is agreed the term days means workday.
- b. Unless otherwise specified, it is agreed that for the purpose of this Agreement, references to the word “employee” includes both Title 5 and Title 32 bargaining unit employees.
- c. Whenever language in this agreement refers to specific duties or responsibilities of the Agency, it is intended only to provide a guide as to how a situation may be handled. It is agreed that the Agency retains the sole discretion to assign work and to determine who will perform the function discussed.
- d. This agreement will not be modified at the Wing level. Amendments and/or supplements may be bargained in coordination with California National Guard Human Resources Office (CANG HRO) IAW with Article 27 of this agreement.

Section 1.2 – Agreement Relations to Law and Regulations

1. A provision of this Agreement is valid to the extent it does not conflict with the Constitution of the United States, a federal statute, a rule or regulation implementing 5 U.S.C. § 2302, or a government-wide rule or regulation that was prescribed on or before the effective date of the provision.
2. A provision of this Agreement prevails over:
 - a. any conflicting agency rule or regulation, regardless of when it was prescribed and irrespective of whether it was prescribed by the Department of Defense, the National Guard Bureau, any other Department of Defense Component, or the Agency—unless the rule or regulation implements 5 U.S.C. § 2302; and,
 - b. any conflicting state or local provision, of any kind.
3. Any conflicting government-wide rule or regulation that is prescribed after the effective date of the provision, unless the rule or regulation implements 5 U.S.C. § 2302, is subject to Impact and Implementation.

Section 1.3 – Mutual Covenants

1. The parties' consent to enter into an agreement which will have for its purposes, among others, the following:
 - a. To provide Employees of the CAANG the opportunity of participating through the Labor Organization in the formulation and implementation of personnel policies and practices affecting the conditions of their employment.
 - b. To advance Labor Management partnership, thereby contributing to the effective operation of the CAANG and Employee morale.
 - c. To define the responsibilities of the parties, establish Labor Management relations with understanding and mutual respect.

Section 1.4 – Contract Distribution

1. The Agency will make this agreement available electronically immediately upon approval. In addition, the Agency shall notify all employees of the publication and effective date of the new Agreement and how to access the agreement both on the Agency's internal and public websites approximately 30 days after approval. Additionally, Wing supervisors will be provided a copy of this agreement to all new hire bargaining unit member.

Section 1.5 – Labor Management Training

1. The Agency will ensure that all supervisors, management, and Labor Representatives are trained as to the provisions of this agreement.

Section 1.6 – Bargaining Unit

1. It is recognized by the Agency that the Association of Civilian Technicians (ACT) has been designated and selected by majority of the Technicians as their representative for purposes of exclusive recognition, and pursuant to 5 USC Chapter 71, said Labor Organization is the exclusive representative of all wage grade (WG), and wage leaders (WL) and non-professional general schedule (GS) employees employed by the California Air National Guard, whether union members or not.
2. Excluded from the Bargaining Unit are all professional employees, management officials, supervisors, and employees described in 5 USC §7112 (b) (2), (3), (4), (6), and (7).
3. If the parties are unable to resolve a dispute over whether a given position is included or excluded from the bargaining unit, the position in dispute will not be moved until agreement is reached between the Parties, or a decision is rendered by the FLRA.

Section 1.7 – Employee Rights and Representation

1. IAW Chapter 71 of Title 5 U.S. Code. Parties to this agreement recognize that, each Employee shall have the right to form, join, or assist any Labor Organization, or to refrain from such activity, freely and without fear of penalty or reprisal, and each Employee shall be protected in the exercise of such right. Nothing in this agreement shall require an Employee to become or to remain a member of a Labor Organization, or to pay money to the Labor Organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions. In addition, IAW 5 U.S.C. § 7114(a)(5) the employee is not precluded from:

- a. Being represented by an attorney or other representative, other than exclusive representative, of the employee's own choosing in any grievance or appeal action; or
- b. Exercising grievance or appellate rights established by law, rule or regulation; except in case of grievance or appeal procedures, negotiated under Article 19 of this agreement.

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

3. 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, religion, national origin, sex, age, political affiliation, marital status or disability.

Section 1.8 – Employee Participation

1. The Agency recognizes the right of employees to organize and express their views collectively or to refrain from such activity. That collective employee participation in the formulation and implementation of personnel policies affects the employees' contributions to the effective conduct of operations, efficient administration, and as well as the well being of its employees, require that orderly and constructive relationships be maintained.

Section 1.9 – Management Rights

1. The Agency retains the right, IAW Title 5 USC § 7106(a), to determine the mission, budget, organization, number of employees, internal security practices of the Agency, and IAW applicable laws:

- a. to hire, assign, direct, layoff and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
- b. to assign work, to make determination 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:
 - (1) among properly ranked and certified candidates for promotion; or
 - (2) any other appropriate source; and
 - (3) to take whatever actions may be necessary to carry out the agency mission during emergencies.

2. Nothing in this section shall preclude the Agency and Labor Organization from negotiating on:

- a. The numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;
- b. The procedures which management officials of the Agency will observe in exercising any authority under this section; or
- c. The appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

Section 1.10 – Exclusive Representative

1. The Labor Organization is the exclusive representative of the Bargaining Unit and is entitled to act for, and to negotiate agreements covering, all employees of the bargaining unit it represents without discrimination and without regard to Labor Organization membership. It is agreed that the Labor Organization shall be granted representation, if it so requests, on any of the following:

- a. Wing Safety Meetings to include environmental or ergonomic
- b. Committees for blood donation, bond drives and charitable causes
- c. Drug and Alcohol Abuse
- d. Equal Employment Opportunity
- e. EDP and HDP Committee
- f. Flight Scheduling Meetings
- g. Daily Maintenance Meetings
- h. Wing, Group and Squadron Staff Meeting(s)

Section 1.11 – Representation Rights

1. An exclusive representative of the local Labor Organization shall be given the opportunity to be represented at any formal discussion between one or more representatives of the Agency and one or more Employees in the unit or their representatives concerning any grievance or any personnel policies or practices or other general conditions of employment. Prior to conducting investigatory interviews, management officials of the Agency will ensure employees are aware and understand their Weingarten Rights IAW 5 USC § 7114 and their rights to have and retain Labor Organization representation. Employees subject to investigatory interviews will acknowledge having been informed of their right to representation and will indicate their desire whether to have a Labor Organization representative present using Appendix 1 prior to questioning being initiated. If the Employee accepts Labor Organization representation, no further questioning will take place until the Labor Organization representative is present. The Labor Organization will be served a copy of Appendix 1.

Section 1.12 – Contract Enforcement

1. The Labor Organization recognizes the joint responsibility with the Agency for the administration and enforcement of this agreement.

Section 1.13 – Internal Union Business

1. 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.

ARTICLE 2 – PERTINENT INFORMATION AND DIRECTIVES APPLICABLE TO THE AGENCY AND THE LABOR ORGANIZATION

Section 2.1 – Agency Information

The Agency agrees to provide the Labor Organization all employee centric agency policies and assure that additional policies and directives of the agencies (NGB and OPM) are made available through normal distribution channels.

Section 2.2 – Labor Organization Information

The Labor Organization agrees to provide the Agency with any pertinent labor management relation's directives that they receive.

Section 2.3 – Bargaining Unit Members Documents

1. In addition to 5 USC § 7114 (b)(4) the Agency agrees to furnish the Labor Organization upon request to CANG HRO the following documents:
 - a. A current list of names and locations of all bargaining unit members, and applicable manning documents.
 - b. A copy of appropriate employee documentation IAW with applicable laws, rules and regulations. The Labor Organization recognizes that it is responsible for maintaining the confidentiality of the provided information.
 - c. Awards Information. The number of Sustained Superior Performance (SSP) awards at the Wing level. This information will include the Performance Appraisal score and the percentage of salary for each appraisal score. Time Off Awards (TOAs) by Wing level for the previous leave year and will include the number of TOAs and hours per TOA. This information will not contain any Personal Identifiable Information.

ARTICLE 3 – LABOR ORGANIZATION REPRESENTATION

Section 3.1 – Recognition of Labor Organizations Officers and Stewards

1. The Agency agrees to recognize duly designated officers and stewards designated by the Labor Organization. Unless so designated by the Union in writing, no Employee will be recognized as a Labor Organization Officer or Steward. The Labor Organization will provide the Agency a listing of officers, stewards, and ACT National representatives of the Organization, and any changes thereafter.

ARTICLE 4 – LABOR ORGANIZATION BUSINESS OFFICE

Section 4.1 – Office

1. The Agency, upon request, will provide the Labor Organization with an adequate office/cubicle that will be the sole use of the Labor Organization that is securable.
2. Should management need the office space that the Union is occupying, management agrees to give advance written notice, as soon as the need is identified, but no less than sixty (60) days in advance. Management agrees to supply a like, or better office should a move be necessary. The move of the office and its contents shall be in an official time status.
3. The office space will have the identical lighting, heating and cooling in the same manner as the rest of the building.

Section 4.2 – Telephone

1. The Agency will provide one phone line capable of DSN and commercial access. In addition, the Agency will authorize use of existing on-base telephone capability for the purpose of conducting labor/management business covered by this agreement. The Labor Organization agrees to bear the cost of all long distance charges. The Labor Organization agrees to comply with appropriate regulations regarding use of the telephone.

Section 4.3 – Bulletin Boards

1. The Agency agrees that the Labor Organization shall be afforded bulletin board space for the display of Labor Organization material as follows:
 - a. The Agency will provide to the Labor Organization a 24” x 24” space on the bulletin boards they currently occupy. If space is not available the Agency will provide a 24” x 24” bulletin board, prominently identified as the “Labor Organization Bulletin Board” (ACT), to be placed in the same proximity. The area steward and the appropriate supervisor/building manager will agree on the location of the bulletin board. Maintenance of the bulletin board space is the sole responsibility of the Labor Organization.
 - b. A directory on the LAN system intended for word documents, power point and excel spreadsheets will be provided to the Labor Organization. It will be subject to applicable rules and regulations and maintained solely by the Labor Organization.

Section 4.4 – Distribution Box

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

Section 4.5 – Computers, Fax and Copy Machines, Video Display Systems and Access

1. The Agency agrees to provide access to a network printer and computer that will access the LAN. The Agency agrees to maintain them in the same manner as the Wings's office equipment. The Labor Organization agrees to be responsible for all office equipment except for normal wear and tear. The equipment will be comparable to that of the Wing. The Agency agrees to allow the Labor Organization use of the existing copier equipment, printers and fax machine. Use of this equipment will be limited to labor relation issues between the parties.

Section 4.6 – Furniture Use

1. The Labor Organization will be afforded the opportunity to screen useable excess office equipment and furniture from all available sources and utilize equipment and furniture as needed.

Section 4.7 – Union Meetings

1. The Agency agrees to provide space, if available, to the Labor Organization to hold union meetings outside of regular working hours. It is understood that the Labor Organization will comply with all security rules applicable to the area and perform such housekeeping duties as necessary.

ARTICLE 5 – PAYROLL DEDUCTION FOR DUES

Section 5.1 – Withholding Form/Revocation Form

The standard form SF 1187 for dues deduction will be supplied by the Labor Organization and will be used as the authorization of payroll deduction for dues.

Section 5.2 – Processing

1. The completed standard form, authorized by the member will be given by the Labor Organization to the Wing's Human Resources Remote Designee who will then forward to Wing's Civilian Pay Office.

a. The standard form will be completed and certified as to the amount of withholding and that the member has been advised of the contents of the form, and the individual's earliest date of dues revocation will be annotated on the form and initialed by the member.

b. The standard form may be submitted at any time. The effective date for withholding will start no later than the first day of the second full pay period beginning after the submission of the form to the Wing's Human Resources Remote Designee.

c. An allotment shall be terminated when an member 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 member has been suspended from the Labor Organization.

1. When a member is temporarily promoted or detailed to a position outside of the bargaining unit, the Agency agrees to automatically reinstate the due's withholding of the member upon the member's return to the bargaining unit.

2. It is the member's responsibility when temporarily assigned outside the bargaining unit to maintain dues payments, if the member so desires, in order to protect union associated insurance, or other union benefits.

d. Dues List: An electronic listing will be provided to the Labor Organization, of those members from whom a payroll deduction was made. The listing will contain the name of the member of the Labor Organization having current dues withholding allotments on file, the amount withheld from each member's pay and a statement showing the total amount withheld. The remittance check and one copy of the listing will be forwarded to the email address as designated in writing by the Labor Organization.

Section 5.3 – Dues Revocation

1. Labor Organization members wishing to revoke their dues allotments will use standard form SF 1188.

a. The member will turn the completed standard form SF 1188 to a Labor Organization Representative who will then submit the request to the Wing's Civilian Pay Office immediately upon receipt.

b. The Wing's Civilian Pay Office shall date and initial all copies of the standard form upon receipt from Labor Organization. The Wing's Civilian Pay Office will provide confirmation of dues stoppage within three (3) working days after receipt of the signed form from the member via email to the member.

c. Members shall have the option of dues revocation any time after first anniversary year from becoming a Labor Organization member. This will be verified by the Labor Organization or Wing's Civilian Pay Office.

ARTICLE 6 – OFFICIAL TIME FOR LABOR ORGANIZATION REPRESENTATIVES

Section 6.1 – Official Time

1. Labor Organization representatives will be granted official time, for periods when they would otherwise be in a duty status, to perform or participate in official Labor Organization activities (other than purely internal Labor Organization matters) as provided for in this section IAW Chapter 71 of Title 5 U.S. Code and any changes thereto.
2. Official time will be made available without loss of annual leave during normal duty hours for the Labor Organization representatives to carry on business of mutual interest to the Agency and the Labor Organization. Official time provisions encompass negotiations between a Labor Organization representative and an Agency representative, regardless of whether such negotiations pertain to the negotiation or re-negotiation of a basic CBA. Labor Organization representatives' normal work schedule may be adjusted to provide for the most efficient utilization of the approved official time provisions contained within this article
3. For the purpose of official labor relations matters covered by this Agreement and involving eligible members of the Labor Organization will be provided reasonable use of workstations, computers, printers, photocopiers, phones, and other research materials.

Section 6.2 – Recognition of Union Officials and Stewards

Labor Organization representatives certified by the Labor Organization in accordance with Article 3 of this agreement shall be recognized by Management as the exclusive representatives for the Bargaining Unit Member and shall be entitled to the use of official time under the provisions of this article. The Labor Organization shall certify to the CANG HRO in writing, the name, title, and phone number of the Labor Organizations representatives who are authorized to use official time as provided in this article.

Section 6.3 – Granting of Official Time

1. Official time will be granted to Labor Organization representatives in the following manner:
 - a. For Official Time request less than 24 hours: The Labor Organization representatives will obtain permission from their immediate Management official prior to leaving their assigned area. The Management officials are responsible for authorizing the use of official time. If the Labor Organization representatives, Management official or designee is not available, the authorization shall be obtained from the next higher level Management official in the chain of command. The Management official will grant official time unless the mission of the section cannot be accomplished without the presence of that Labor Organization representative. The Management official may delay the Labor Organization representative's departure based on mission requirements. If delayed, the Management official and Labor Organization will agree to a mutual time for release.

- b. For Official Time request more than 24 hours: In coordination, with the Management Official, the Labor Organization representatives will obtain permission from CANG HRO.
2. Matters in connection with which official time is authorized include, but are not limited to:
 - a. Labor Organization representatives conferring or providing assistance regarding Employees' grievances.
 - b. Preparatory time for pre-negotiation, negotiation, appeal(s), grievances, complaints or scheduled meetings(s).
 - c. Joint Labor/Agency meetings; partnership meetings, scheduled joint training, and when required bargain procedures on the implementation of policies or changes which affect working conditions. Either party, as required, may call additional meetings.
 - d. Labor Organization representatives requested by Management official to travel to an Agency sponsored meeting outside their normal commuting area or required to travel outside of their normal commuting area for a third party proceeding (FLRA, FSIP, mediation, grievance arbitration) shall travel IAW applicable Joint Travel Regulations.
 - e. To prepare and maintain records and reports required of the Labor Organization by Federal Agencies.
 - f. Labor Organization representatives when representing Employees by visiting, phoning and writing to elected representatives in support of or opposition to desired legislation (Legislation that has not introduced and therefore is not pending before Congress) which would impact the working conditions of Employees represented by the Labor Organization.
 - g. Labor Organization representatives desiring to discuss a work-related matter with an Employee.
 - h. Attending Formal Discussions and/or investigatory interviews.
 - i. Attendance at meetings or communicating with the Agency, Agency representative, FLRA, FSIP, third party mediation, or grievance/arbitration.
 - j. Attendance at Federal Wage System Locality Wage Surveys.
 3. A Labor Organization representative who goes from their activity to another activity/region during normal duty hours to represent the Labor Organization or a Bargaining Unit Member is on official time when traveling and for representational purposes.
 4. The Labor Organization representative will identify and use the appropriate representational leave time code below for time keeping purposes. Authorized representational leave time codes for Labor Organization representatives are:

- BA. Negotiations
- BB. Mid Term Negotiations
- BD. Labor/Management Relations
- BK. Dispute Resolution

Section 6.4 – Representative Training

The Labor Organization representative are authorized official time for training. Each Labor Organization representative will request this official time in accordance with section 6.2 of this Article. The Labor Organization will request this leave by letter, including the agenda of the training, for approval by the CANG HRO.

Section 6.5 – Civilian Attire

1. Labor Organization representatives are not required to wear the military uniform while performing representational functions or other Labor Organization activity related functions. These functions include but are not limited to the following:
 - a. While engaged in negotiations of any kind with Agency officials.
 - b. Labor/Management meetings with Agency representatives.
 - c. Labor/Management seminars in state.
 - d. Labor/Management seminars at commercial facilities sponsored or hosted by the National Office of the Association of Civilian Technicians, U.S. Department of Labor, Department of Defense, and Wage Setting Authority.
 - e. Performing representational duties on behalf of bargaining unit members, to include OSHA inspections, investigations of complaints, etc.
 - f. When representing the Labor Organization on committees, at hearings, or at third party proceedings.
 - g. Employees in the Bargaining Unit will not be required to wear the military uniform while processing a grievance at any formal step (Article 19) of the negotiated grievance procedure; or, appearing as a grievant or witness in any third-party proceeding.

Section 6.6 – Representative Title

The Agency agrees to address Labor Organization representatives by their civilian title during the period they are performing representational duties. All correspondence from the Agency or Management concerning labor management issues will be addressed to the Labor Organization representative with their civilian title.

ARTICLE 7 – WAGE BOARD COMMITTEE REPRESENTATION

Section 7.1 – Labor Organization Participation

The Agency agrees to advise the Labor Organization of the receipt of official notification if and when preliminary preparations are being made for a full-scale wage survey. Such notification to the Labor Organization will be made within five (5) working days after receipt by the Agency. When the wage survey lead agency requests the Agency to participate in the wage survey, the Agency will notify the Labor Organization, which will nominate Labor Organization representative(s) for appointment to the wage survey data collection team when required. The number of personnel to be appointed to the data collection team will be determined by the lead agency. However, the Agency agrees to appoint at least one (1) Labor Organization representative of the Labor Organization to the team. Time needed to perform required duties will be IAW Article 6 of this agreement.

ARTICLE 8 – NEW EMPLOYEE BRIEFING PROCEDURES

Section 8.1 – Procedure

The Agency agrees to utilize a checklist to ensure that an Employee will be counseled on all aspects of employment within one (1) pay period after the effective date of employment. When an Employee is hired or changes positions, the supervisor will provide a copy of the contract, job description, insurance pamphlets, and chain of command.

Section 8.2 – Checklist

1. The Employee's "Weingarten Rights" will be included on the checklist. (See Definitions)
2. After the Employee has been briefed, the Employee and the supervisor will sign and retain a copy of the checklist.
3. The supervisor will inform the Employee of opportunities for schooling, training and agency and local policies.

Section 8.3 – Notification

The Labor Organization will be notified of all newly appointed bargaining unit Employees within the first pay period of appointment. The Labor Organization may attend in-processing at their discretion to brief new Employees on their Labor Rights.

Section 8.4 – Employee Identification / CAC

Upon request, Employees shall be issued service specific civilian identification / CAC cards.

Section 8.5 – Trial / Probation

Will be in accordance with applicable laws, rules, and regulations.

ARTICLE 9 – HOURS OF WORK

Section 9.1 – Administrative Work Week

The Agency has agreed that the basic work week is established as forty (40) hours of work per week or eighty (80) hours bi-weekly. Work schedules shall be jointly agreed upon by the Labor Organization bargaining unit employees and not lower than the group commander. In cases of emergency or mission critical needs of the Agency retains its rights to change the work schedule IAW 5 U.S.C 7106.

Section 9.2 – Work Schedules

1. The administrative work week shall consist of one of the following approved work schedules.
 - a. Five (5), eight (8) work week
 - b. Five (5), four (4), nine (9) work week,
 - c. Four (4), ten (10) work week schedule
2. The Agency may establish work schedules necessary to accomplish the assigned mission. The Agency retains the right to establish any other shift required, if mission requirements or special projects dictate a needed change. It is recognized that it may be necessary to establish various work hours depending on the unit mission, work areas or type of installation within the State. The Agency will establish work center hours to meet mission requirements. Changes in work center hours may be approved via a request for coordination through the Human Resources Office/Labor Relations Officer to the Adjutant General.
3. Each employee is authorized thirty (30) minutes of duty free time for a lunch break each day. The lunch periods will normally be scheduled within one hour of the midpoint of work shift. If a lunch period is not scheduled bargaining unit members will be allowed to use any thirty (30) minute period within the work shift, subject to mission requirements.
4. Management will make every effort to coordinate the workload to allow the uninterrupted lunch break. Employees scheduled to work through their normal scheduled lunch period will have the option to reschedule the lunch period. If unforeseen circumstances or mission requirements prevent an employee from taking his scheduled lunch period, the employee may either earn compensatory time for that lunch period or be released thirty (30) minutes prior to the end of the scheduled shift (this is to be done by exception only and not to be common practice).
5. Employee problems regarding alternative work schedules will be resolved at the lowest level possible. Problems that cannot be resolved at the supervisor level will be forwarded through supervisory channels up to the group commander for resolution.

6. Definition of Terms:

- a. “Mission Requirements”: Management has the authority to deny or adjust any or all tours in the event the assignment interferes with functions that must be accomplished to meet mission objectives.
- b. “Urgent mission requirements” It is understood that urgent mission requirements relate to any unforeseeable circumstances or non-daily recurring events that are not anticipated or predicted and something unexpected has happened outside the scope of normal operations and workload.
- c. “non-urgent mission requirement”: It is understood that normal, everyday workload consists of employees performing normal duty functions. Therefore, these recurring events can be scheduled within a normal forecasted workload and are not considered urgent mission requirements.
- d. “Lunch Periods”: Lunch periods are periods of time not on duty. Lunch periods of thirty (30) minutes, and no longer than one (1) hour in duration will be authorized for all employees normally at the mid-point of their scheduled shift (see 9.2 3 above).
- e. “Break Periods”: Break periods of 15 minutes will normally be held midway into the employee's first and second work periods. Break periods will not be authorized if the work period is less than four (4) hours.
- f. An “emergency”: is defined as a serious, unexpected, or dangerous situation that could not have been reasonably foreseen or predicted by either Party and that, if left unaddressed, would result in the Agency’s failure to accomplish its mission or requires immediate action to prevent loss or injury to life and/or property.

Section 9.3 – Shift Assignments

The Agency agrees that senior employees (based on service computation date) with appropriate skill level will have precedence in regards to shift assignments with consideration of Article 9.4.

Section 9.4 – Special Work Schedule Requests

The Agency recognizes the need of Employees who, due to personal and/or family problems (e.g., single parents, child care, illness in immediate family, attendance of civilian educational classes), require special consideration and will make every effort to grant an exception to the determined work schedule. Any work schedule exceptions must be submitted in writing detailing employee issue through the supervisory chain to the group commander and appealable to the Wing commander for final decision. Minor deviations to core working hours can be approved by the immediate supervisor.

Section 9.5 – Employee Notification

The Agency will give Employees fourteen (14) days' notice of a change in the work schedule, except when the head of an agency determines that the agency would be seriously restricted in carrying out its functions or that costs would be substantially increased.

Section 9.6 – Shift Reassignment

Management will not remove, without justification, an employee, who has routinely worked a shift (either by afternoons, days, rotating, etc.) from that shift unless that shift is abolished, shift manning requirements change, or urgent mission requirement.

Section 9.7 – Donning and Doffing of Clothing.

The Agency will allow fifteen (15) minutes of time for Employees to change into and out of protective gear, clothing, and uniforms during the duty day.

Section 9.8 – Clean-Up Time

The Agency will allow fifteen (15) minutes of time for Employees to clean up immediate work areas and put away equipment. When it becomes necessary, a supervisor may assign tasks requiring Employees to perform needed work during cleanup periods.

Section 9.9 – Standby / On-Call Status

1. Will be IAW 5 CFR, Section 551.431, and any change thereto.
2. Standby (Pay Status)
 - a. An Employee will be considered on duty and time spent on Standby duty shall be considered hours of work.
 - (1) The Employee is restricted to the agency's premises, or so close thereto that the employee cannot use the time effectively for their own purposes or
 - (2) The Employee, although not restricted to the agency's premises:
 - (a) Is restricted to their living quarters or designated post of duty;
 - (b) Has their activities (free time) substantially limited; and
 - (c) Is required to remain in a state of readiness to perform work.
3. On-Call (Non-Pay Status)
 - a. An Employee will be considered off duty and time spent in an On-Call status shall not be considered hours of work if:

(1) The Employee is allowed to leave a telephone number or to carry an electronic device for the purpose of being contacted, even though the Employee is required to remain in a reasonable call-back radius or the employee is allowed to make arrangements such that any work which may arise during the on-call period will be performed by another employee.

(2) The Employee is allowed to make arrangements such that another Employee will perform

(3) Employees placed on standby/on-call will be identified by name prior to the time period assigned.

b. Any employee required to report back to duty during non-duty hours shall be compensated a minimum of two hours compensatory time to include travel.

Section 9.10 – Premium Pay

All shift, holiday and Sunday premium pay will be paid as authorized by law, regulation or government-wide regulation.

Section 9.11 – Overtime Pay

1. Title 5 employees are entitled to overtime pay to the extent authorized by law and government-wide regulation.

ARTICLE 10 – POSITION DESCRIPTION

Section 10.1 – Position Description

1. A position description (PD) identifies an employee's pay plan, grade, and occupational series as established by the Office of Personnel Management's (OPM's) Position Classification Standards (PCSs) and Job Grading Standards (JGSs), as well as the major duties, responsibilities, and supervisory relationships for a given position as classified by NGB and implemented by the Agency by conducting position reviews. The purpose of a PD is to document the major duties and responsibilities of a position, not to spell out in detail every possible activity during the workday.
2. Upon appointment, an Employee will be assigned to duties in accordance with the Employee's PD. Within thirty (30) days of assignment to a position, each Employee will be provided with a copy of the PD and standards for the position to which assigned.

Section 10.2 – Position Review (Employee Request)

1. Employees concerned that their assigned duties do not reflect their PD title, pay plan, grade, occupational series and/or duties should discuss their concerns with their immediate supervisor, either verbally or in writing. If, however, they are not satisfied with the supervisor's response, they may request that the Agency (e.g., CANG HRO – Classification) conduct a position review using the OPM PCS or JGS (as applicable) in determining the position's title, pay plan, grade, and occupational series to identify the appropriate NGB PD. If there is no appropriate NGB PD, the Agency (i.e. CANG HRO – Classification) will recommend updating the current PD, or the creation of a new PD, to NGB for review and approval. Employees not satisfied with the results of a position review may file a classification appeal IAW Section 10.6.
2. Position changes as a result of a position review (other than OPM or DCPAS appeals) will not be effective prior to the first pay period following final approval of the position review.

Section 10.3 – NGB Position Description Release (PDR)

1. The Agency will continually monitor NGB Position Description Release (PDR) notices (or their equivalent) for updates and/or abolishment of PDs to ensure that employees have the most current PD version of their assigned duties, especially as it relates to pay plan, grade, and occupational series. Upon request, the Agency will provide the Labor Organization with copies of NGB PDRs.
2. Whenever NGB issues a PDR notice of a change to an employee's PD and/or pay plan, grade, and occupation series, the Agency will follow the implementation procedures within the PDR notice, including conducting position reviews. PDR notices are implemented within the validation window specified within the PDR notice, usually one-hundred and twenty (120) days. Upon completion, the Agency will notify the Labor Organization of the outcome of the PDR notice by the Agency (e.g., abolishment of a PD, reassignment to a new PD, or no action). If the

Labor Organization is not satisfied with the outcome the position review, the employee(s) or their representative may file a classification appeal IAW Section 10.6.

3. When the Agency fails to implement a PDR notice that requires the Agency to abolish and replace a position to a higher grade within a specified window, the Agency will be responsible for retroactive implementation to a date not earlier than the first pay period after the one hundred and twenty-first (121st) day after the release date of the PDR notice in question.
4. After the completion of the PDR notice by the Agency, any future changes to the employee's duties that affect the pay plan, grade, and/or occupation or establishing new positions within the Agency will be conducted IAW Section 10.2.

Section 10.4 – Other Duties as Assigned

1. The term "other duties as assigned" as part of the position description is defined to mean, reasonably related duties to the job/position, and should be of the same level and classification that the individual is currently graded. This does not preclude the Agency from assigning additional duties.
2. Work assignments shall not be in violation of prohibited personnel practices nor any relevant laws, rules, regulations or this agreement. Duties requiring specialized training or certification should not be assigned prior to completion and documentation of training or certification. When an Employee believes that the other duties and responsibilities performed are, significantly different from the PD the Employee may request through their chain of supervision a review of the PD for title, series, and grade IAW Section 10.2.

Section 10.5 – Additional Duties

1. It is acknowledged that there are vacancies that exist from time to time that is not or cannot be filled due to Agency decisions; these duties may be distributed among the remaining workforce within the area of concern on a fair basis IAW applicable laws, rules, and regulations to the extent not prohibited by law. (Exceptions to Competition) and this article. The Agency will exercise its efforts in good faith, subject to requirements of efficient operations, to avoid establishing additional duty requirements that would create unnecessary hardships, potential health hazards, or discrimination against any employee or group of Employees. The Agency agrees to fill when possible, Bargaining Unit vacancies that affect Bargaining Unit Members with additional duties and/or details. This does not preclude the Agency from assigning additional duties.
2. If additional duties are assigned on a regular and recurring (15% or more for FWS and 25 % or more for GS annually) basis, the Agency will conduct a position review IAW Section 10.2.

Section 10.6 – Classification Appeal

1. The position review of an employee's position that does not result in the reduction in grade or

pay is excluded from the grievance procedure may only be raised in the Classification Appeals procedures as addressed in this section.

2. Employees or their representative may appeal the title, pay plan, grade, and occupational series of their position IAW 5 CFR § 511.603 (For GS) and 5 CFR § 532.705 (for FWS).

3. Employees or their representative must submit their appeals to the Agency (i.e., HRO) to NGB. This procedure will ensure that an appeal file contains all required information. NGB will process the employee's appeal based on the following:

a. General Schedule (GS) employees may file an appeal with DCPAS or OPM, or through DCPAS to OPM.

b. Federal Wage System (FWS) employees must appeal to and receive an appeal decision from DCPAS before appealing to OPM. FWS employees who file later appeals to OPM must file within fifteen (15) calendar days after receiving a decision from DCPAS.

ARTICLE 11 – DETAILING OF EMPLOYEES

Section 11.1 – Definition of Detailing of Employees

1. A detail is an official personnel action temporarily assigning a technician to a different established or pending position for a 120-day increments; details for higher graded duties are limited to 120 days per calendar year. Details of over 90 days must be reflected in the employee performance appraisal. Employee will return to the original position at the conclusion of the detail.

Section 11.2 – Procedure

1. Details of Employees out of their specialty should be limited to the extent necessary to accomplish the mission.
2. Qualified volunteers for details will be sought and accepted before qualified non-volunteers are assigned.
3. When an inadequate number of qualified employees volunteer for a detail, the Agency agrees to rotate the assignment among the qualified individuals in the area of concern.
4. There may be isolated instances when the Agency cannot apply these procedures. In those instances, the Agency agrees to explain the circumstances to the affected Employees in writing, at the request of the Employee, with a copy forwarded to the Labor Organization.

Section 11.3 – Recording of Details

Official details will be recorded on Standard Form 52 (SF52) at the time the action occurs and forwarded to CANG HRO for review and approval.

Section 11.4 – Temporary Promotion

1. Except when the service is for brief periods (less than a pay period), temporary promotions are the most appropriate means of meeting situations requiring the temporary service of an Employee in a higher graded position. Temporary promotion to an established position gives better recognition to management needs, as well as the Employee's abilities, in addition to compensation to the Employee for the higher-grade work performed.

a. Temporary promotion may be used to:

- (1) Fill a position during extended absence of the incumbent;
- (2) Fill a position until a permanent appointment can be made; or
- (3) Participate in a special time-limited project.

b. Temporary promotion is not appropriate:

(1) When it is primarily for training or evaluating an Employee in a higher graded position.

(2) To give an Employee a trial period prior to permanent promotion or to decide among individuals for permanent promotion.

2. Qualifications:

a. The Employee must meet the grade and qualification requirements of the position to which temporarily promoted.

4. Notice and Duration:

a. An Employee selected for a temporary promotion must be informed in advance of the action and of the circumstances which make it a temporary action. The Employee must be informed in terms, which leave no doubt as to the temporary nature of the action and all conditions relating to it including the expected duration. Assurance must be given that the Employee will be returned to his original position upon expiration or termination of the temporary promotion.

b. An Employee may be temporarily promoted for the expected duration of the need of their services (in one (1) year increments), not to exceed four (4) years. Temporary promotions exceeding 120 days must be made under competitive procedures in IAW laws, rules, and regulations (120 days are cumulative over a twelve-month period).

Section 11.5 – Career Enhancement

Management recognizes that assignments to higher-graded positions, duties, and/or training may ultimately lead to new or better job opportunities. Merit promotion procedures will apply when appointed as understudy, or hired at less than full performance trainee.

Section 11.6 – Management Directed Reassignments

There must be a legitimate organizational reason for management directed reassignments. The Labor Organization will be afforded the right to bargain the impact and implementation of the reassignment.

ARTICLE 12 – JOB PERFORMANCE STANDARDS AND PERFORMANCE RATING

Section 12.1 – Administration

1. This Article addresses the Employee Performance Appraisal Program as it applies to Bargaining Unit Members. IAW applicable laws, rules, regulations, and this CBA are used for the administration of the Performance Appraisal Program. The current automated program is hosted on the web application: MyBiz/My Workplace.
2. Normally, an employee and their supervisor shall meet a minimum of three (3) times during their annual rating cycle to accomplish their appraisal.
3. When the Agency fails to abide by the requirements of Paragraph 1 and/or fails to provide an employee with a finalized performance appraisal rating within sixty (60) days after the end of a specific rating period, the employee shall receive a default rating of three (3) for all critical elements evaluated during said rating period until such a time the performance appraisal is completed. If the supervisor and employee are unable to complete an appraisal within the sixty (60) days due to unforeseen circumstances (i.e., sickness, TDY, etc.), an extension may be requested through HRO and the Union will be notified.
4. The Agency will provide, upon request, to the Labor Organization the average of appraisal scores for internal Labor Organization use. In providing these averages, only averages will be supplied and not specific appraisal information concerning the evaluated employee.
5. The evaluation of an employee's performance of assigned duties is paramount in the evaluation process. Items of a disciplinary nature will not be used as part of that measurement unless it occurred and affected the performance during the rating period.
6. Any disputes arising in the development of the Performance Standards and/or the Appraisal rating which cannot be resolved should be worked at the Higher Level Reviewer prior to the formal appeal process.
7. Employees seeking reconsideration of a performance appraisal rating may utilize either the Agency's internal appeals process or the grievance process in Article 19.

ARTICLE 13 – TEMPORARY DUTY ASSIGNMENT

Section 13.1 – General

A Temporary Duty Assignment (TDY) will be announced as soon as information on the assignment is available, and as far in advance of the deployment as possible. Selection of employees for temporary duty assignments will be based upon official necessity and qualifications of the individual to best perform the mission required without regard to sex, race, religion or national origin. So far as necessary in the full performance of their position duties, employees are responsible for responding to temporary duty assignments in the same manner as to duties at their permanent duty station. The Agency agrees to ensure that problems created by TDY assignments will have a minimal impact on any individual employee. Information on the assignment will be made known on a continuing basis to the affected employees, as it becomes available.

Section 13.2 – Steward

1. The Labor Organization will be informed of the deployment requirements and kept updated. A steward may be appointed by the Labor Organization in accordance with Article 3-2. For the period of the TDY, that steward will be the Labor Organization point of contact.
2. While TDY, the steward may be provided a secure, sole-use office area in the spirit of Article 4-1 of this agreement to satisfy the purposes of Article 6.2. The Agency agrees to make every reasonable effort to provide this working space within the work area assigned to the unit at the TDY location. If adequate and suitable space in this regard is not available then the Agency agrees, when possible, that the steward will be billeted in a single occupancy room to achieve these ends. In the latter case the Labor Organization understands that the room assigned will function as the steward's lodging as well as a temporary union business office.
3. When circumstances arise requiring a short notice or no notice requirement for technician deployment the provisions in this section will be handled between local unit representatives on a case by case basis.

Section 13.3 – Assignment of Qualified Technicians

Management will determine what qualifications are required based on the mission requirements and safety concerns of a particular TDY assignment. Individuals selected for any TDY assignment are expected to possess all the qualifications required to perform the full range of duties required for the assignment. The Agency agrees that all unit members that possess the necessary qualifications for the assignment will be allowed to volunteer. The most qualified volunteers for a TDY will be sought and accepted before non-volunteers are assigned. When no qualified volunteers or an inadequate number of qualified volunteers are available management will make the selection(s) based on mission requirements, safety of personnel, and the protection of the public property.

Section 13.5 – TDY Authorizations

Travel authorizations will specify civilian wage/grade when traveling in technician status so that quarters and other travel requirements can be complied with in accordance with the Joint Travel Regulations Vol. II. Travel authorizations will be provided to members within ten working days of member's submittal of travel request.

Section 13.6 – Mode of Transportation

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

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

3. The number of vehicles provided by the Agency to be used while on travel authorization for basic transportation will be determined by providing one four passenger vehicle per four technicians. The use of multi-passenger vehicles (6 passenger vans, buses and SUV's) will be loaded in accordance with the vehicle manufacturer recommendations and applicable State and Federal Regulations.

Section 13.7 – Travel Vouchers

The employee will submit a travel claim when travel is completed. The voucher should be submitted within five (5) workdays after completion of travel. The filing of travel vouchers and time spent obtaining per diem/travel arrangements may be accomplished while on duty status. A trained individual will be available to advise/assist the technician with such vouchers during normal duty hours. Reimbursement of travel expenses will be received within thirty days of submission of the voucher.

Section 13.8 – Travel Advances

If authorized and requested advance per diem will normally be determined and paid a maximum of three (3) days in advance of the departure date. Those technicians authorized to carry the

government travel card will not normally be entitled to advance per diem. ATM advances will be used to provide these employees with the necessary per diem. Per Diem for travel or temporary duty as a technician shall be paid at the maximum rate in accordance with the Joint Travel Regulations, Volume II.

Section 13.9 – Work Schedules

A proposed work schedule and schedule of events for the TDY will be provided to the member a minimum of one pay- period in advance when the information is available. Employee work schedules will reflect known work requirements of the TDY.

Section 13.10 – Working Conditions

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

Section 13.11 – Compensatory Time

1. Time spent traveling (but not other time in travel status) away from the permanent duty station is “hours worked” when it cuts across the employee's workday. The time is not only “hours worked” on regular workdays during normal working hours but also during the corresponding hours on non-workdays. For example, if any employee regularly works from 0800 to 1630 from Monday through Friday, the time spent traveling during these hours is “hours worked” and the time spent traveling during corresponding hours on non-workdays (Saturday, Sunday and holidays) is also “hours worked” and the employee will receive compensatory time for these periods. Travel performed prior to 0800 and after 1630 would not be considered as “hours worked”. Compensatory time will be granted for time spent in a travel status, which is outside of scheduled duty hours on the scheduled workday.
2. When management is unable to schedule or control the administration of work or assignment, any technician required to work, “standby”, or travel on other than normal duty hours will be paid or receive hour for hour compensatory time in accordance with applicable law rule regulation.
3. When practical, travel will normally be arranged within the employees scheduled hours of work.

Section 13.12 – Home Station Workload

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

Section 13.13 – Prudence in Travel/Orders

An employee on TDY will exercise the same care in incurring expenses and accomplishing a mission that a prudent person would exercise if traveling on personal business. Excess costs, circuitous routes, delays or luxury accommodations unnecessary or unjustified in the performance of a mission are not considered acceptable as exercising prudence. Employees will be responsible for excess costs and any additional expenses incurred for personal preference or convenience.

Section 13.14 – Quarters While TDY

Accommodations for the technicians on technician status on TDY will be based on the current published standards for civilian government employees. If suitable quarters are not available the installation billeting office is responsible to provide a certificate of non-availability. Where adequate government quarters are not available, the Agency is responsible to provide transportation between the duty station and the quarters when required for the accomplishment of the mission.

ARTICLE 14 – HAZARDOUS DUTY AND ENVIRONMENTAL DIFFERENTIAL PAY

Section 14.1 – Purpose

The purpose of this article is to define the situations under which Hazardous Duty (HDP) and Environmental Differential Pay (EDP) will be paid to employees. Specific procedures and guidelines are established in 5 CFR Part 532.511 and 550.905. These procedures will be followed in establishing and paying of EDP/HDP.

Section 14.2 – Coverage

1. In accordance with applicable laws, rules, and regulations and this article all California Air National Guard Technicians employed on a full-time, part-time, indefinite, temporary or intermittent basis may be entitled to HDP/EDP.

a. HDP applies only to General Schedule employees.

b. EDP applies only to Wage Grade employees.

c. HDP applies only to General Schedule (GS) technicians while in pay status. Compensatory time worked is not a paid status for this purpose. HDP will be paid only for duties that qualify in accordance with a list of situations published by the Office of Personnel Management (OPM). It has been determined by the National Guard Bureau that there are no situations for which a GS technician would be entitled to HDP at the present time. However, if it is determined that a GS employee performs hazardous duties the employee will be paid the differential pay.

Section 14.3 – Policy

1. HDP and EDP are additional compensation programs available to employees for actual exposure to various degrees of hazards, physical hardships, and working conditions of an unusually severe nature. Authorization for these differentials does not eliminate the continuing responsibility of all concerned to initiate positive actions to eliminate or reduce danger and risk which contribute to or cause the hazard, physical hardship or working condition.

2. The existence of HDP and EDP differential is not intended to condone work practices, which may circumvent federal safety laws, rules or regulations. However, when the Agency is unable to “practically eliminate” the unusually severe nature of the hazard, physical hardships, or working conditions an environmental differential may be authorized.

3. When potential hazard or actual discomforts are identified in a work assignment, first consideration will be given to the protection of the employee. Protective measures, which reduce the hazard to the employee and relieve his discomfort, will be made available and the application of these measures enforced. The payment of HDP and EDP is a measure, which admits that no available means can reasonably be employed to adequately or where appropriate, practically eliminate the hazard or discomfort to reasonably tolerable levels.

Section 14.4 – Labor-Management EDP/HDP Committee

1. The parties agree to participate in a joint committee to establish, administer, and review the EDP/HDP program.
2. Upon implementation and through the term of this agreement the committee will meet as necessary to administer any aspect of the EDP/HDP program. The committee will establish procedures that apply to EDP/HDP situations that are currently in place, new situations that may require reassessment and problems faced by the work force in processing EDP/HDP requests and claims. Decisions regarding HDP situations will be coordinated with CANG HRO. When new qualifying situations arise Labor Organization will work with management to contact CANG HRO to establish an EDP/HDP committee review.
3. Upon receipt of HDP/EDP situation requests, the Committee shall meet within fifteen (15) work days for the purpose of evaluating the request. For requests not addressed by this article or the CFR, equal representatives of the Agency and from the Labor Organization shall evaluate the situation and determine if the situation meets the requirements of the CFR for approval. When a situation is approved, it will be distributed to the work force.
4. Nothing shall preclude negotiations through the collective bargaining process to: determine coverage of additional local situations under the appropriate application of Appendix A of the CFR. To determine if a local work situation is covered under an approved category, even though the work situations may not be described under a specific illustrative example), or to determine additional categories that are suitable for referral to OPM for a new environmental differential category or a different percentage differential for an existing category.

Section 14.5 – Responsibilities

1. Employees: Each employee is required to work within the dictates of sound safety and occupational health practices and procedures, which are under his/her control. In those instances where the application of these practices and procedures cannot eliminate a hazardous situation, the employee must take positive steps to report the situation, and if appropriate, initiate a request to establish an HDP/EDP situation. Recommendations will be forwarded to the EDP/HDP Committee.
2. Supervisors: All supervisors and managers will ensure that safety practices and acceptable work procedures are followed. In those instances where the application of these practices and procedures cannot be avoided or “practically eliminated”, a request to establish an EDP/HDP situation must be prepared. The supervisor will examine the situation and provide his/her recommendation. Supervisors and managers do not have the authority to approve or disapprove a request to establish an HDP/EDP situation. That situation will be forwarded to the EDP/HDP Committee for resolution.
3. CANG Human Resource Office: The CANG HRO is responsible for the management of the HDP/EDP programs. The CANG HRO shall review and disseminate all appropriate guidance from the Office of Personnel Management (OPM) and the National Guard Bureau as may relate to this article.

Section 14.6 – Hazardous Duty Pay (HDP)

1. This section provides details necessary to implement the HDP authorization in the California Air National Guard, as authorized by Title 5, United States Code and Federal and State OSHA regulations.
2. Coverage: This article establishes a schedule of pay differentials for irregular or intermittent duty involving unusual physical hardship or hazard. The law applies to GS employees serving in a full-time, part-time or intermittent position. In order for an individual to be eligible for HDP, he/she must be performing hazardous duties or duties involving physical hardship. The situations authorized for HDP are contained in Appendix A of 5 CFR, part 550.905.
3. Definitions:
 - a. Hazard pay differential: means additional pay for performance of hazardous duty or duty involving physical hardship.
 - b. Hazardous duty means duty performed under circumstances in which a accident could result in a serious injury or death, such as duty performed on a high structure where protective facilities are not used or on an open structure where adverse conditions such as darkness, lighting, steady rain, or high wind velocity exist.
 - c. Duty involving physical hardship means duty that may not in itself be hazardous, but causes extreme physical discomfort or distress and is not adequately alleviated by protective or mechanical devices, such as:
 - (1). Duty involving exposure to extreme temperatures for a long period of time.
 - (2). Duty involving arduous physical exertion, or exposure to fumes, dusts, or noise that causes nausea, skin, eye, ear or nose irritation.
4. Authorization to pay HDP: HDP may only be paid to employees who are assigned hazardous duty or duty involving physical hardship. The supporting pay branch is authorized to pay HDP when:
 - a. There is an approved HDP situation.
 - b. The appropriate supervisor has processed the required documentation to civilian pay.
5. Payment of HDP:
 - a. Hazardous pay differentials may not exceed an amount equal to 25 percent of the rate of base pay applicable to the employee. Hazard pay is in addition to any additional pay or allowances to which the employee is entitled. It shall not, however, be used to compute any additional pay or allowances payable under another statute or law, If a technician is being paid at a retained rate, that rate is his rate of base pay for the purposes of computing HDP.

b. When an employee performs duty for which hazard pay is authorized, they will be entitled to hazard differential pay for the hours in a pay status on the day in which the duty was performed. Hours in a pay status for work performed during a continuous period extending over two days shall be considered to have been performed on the day on which the work began and allowable hazardous pay shall be charged to that day.

c. Payment of hazardous pay is authorized for employees only while they are in a pay status.

d. Payment of the HDP shall be made to the employee not later than the second pay period after the actual exposure takes place.

6. Termination of HDP:

a. The Agency shall discontinue payment of HDP to an employee when:

b. One or more of the conditions requisite for such payment ceases to exist.

c. Safety precautions have reduced the hazard to a less than significant level of risk, consistent with generally accepted standards that may be applicable, such as those published by the Occupational Safety and Health Administration (OSHA), Department of Labor (DOL); or

d. Protective or mechanical devices have adequately alleviated physical discomfort or stress.

Section 14.7 – Environmental Differential Pay (EDP)

1. This section provides the details necessary to implement an Environmental Differential Pay program for Wage Board employees as authorized by 5 CFR, Chapter 1, § 532.511.

2. Basis for EDP: Environmental Differentials are paid for those work situations in which the employee is exposed to a potentially severe hazard which has a real probability of occurrence and for which no adequate precautions or protective facilities are possible to “minimize or practically eliminate” physical injury, illness or death to the employee should the potential of the situation actualize. The hazard must involve a real threat with no effective measures available to adequately alleviate the employee from attendant discomforts or threat of injury. If no effective measures are available to protect the employee from the effects of the work environment, appropriate compensation through EDP must be provided.

3. Payment for EDP situations: An environmental differential is paid to a wage grade employee who is exposed to a hazard, physical hardship, or working condition of an unusually severe nature. A schedule of environmental differentials is contained in Appendix A, 5 CFR, part 532, subpart E.

a. An employee who is subjected at the same time to more than one hazard, shall be paid for that exposure which results in the highest differential, and shall not be paid for more than one differential for the same hours worked.

b. Environmental differential pay is authorized only when employees are in a pay status. Overtime, which is worked for compensatory time off, is not considered as a pay status for the purpose of receiving EDP.

c. Payment of EDP shall be made to the employee as soon as possible after the actual exposure takes place.

3. Establishment of EDP:

a. Changes to categories indicated in the approved situations will be effected as changes occur in the CFR. Recommendations for changes to the approved situations will be processed IAW section 14-4. Any submission under this section must include,

(1). The nature of the exposure so as to clearly show the hazard, physical hardship or working condition for which compensation is being requested.

(2). The degree to which the employee is exposed to the hazard and the period of time during which the exposure is expected to exist.

(3). The degree to which control may be exercised over the physical hardship, hazard, or working condition of an unusually severe nature. The request shall also include the rate of environmental differential recommendation to be established.

b. Recommendations to establish new situations or to change existing situations must address the conditions indicated above and must be submitted using the appropriate form.

4. When EDP is paid:

a. An employee entitled to EDP shall be paid an amount equal to the percentage rate authorized by OPM for the category in which the hazard or working condition falls, multiplied by the rate for the second step of a WG-10 on the current regular non-supervisory wage schedule for the wage area for which the differential is payable, counting one-half cent and over as a whole cent.

b. When an employee is entitled to EDP, which is paid on an actual exposure basis, they shall be paid a minimum of one (1) hour differential pay for the exposure. For exposure beyond one (1) hour, the employee shall be paid in increments of one-quarter (1/4) hour for each fifteen (15) minutes or portion thereof in excess of fifteen minutes; e.g., if an employee is exposed for one (1) hour and six (6) minutes, they will receive EDP for one (1) hour and fifteen (15) minutes.

c. An employee entitled to an EDP on the basis of hours in a pay status shall be paid for all hours in a pay status on the day on which they were exposed to the situation.

- d. An employee may not be paid more than one environmental differential for a particular period of work.
- e. The payment of EDP is computed on the basis of the highest environmental differential rate authorized during the period of entitlement.
- f. The number of hours an employee is paid EDP shall not exceed the number of hours of duty performed by the employee on the day of exposure except as required by paragraph (2) (c) of this section.

Section 14.8 – Documentation for EDP/HDP Exposure

1. The payroll office receives the documentation of EDP by using an NGB Form 104 which is attached to the T&A card as required by DCPS pay center. This is required to provide the necessary information for calculating EDP entitlements. The form will be completed as follows:

- a. Enter name, SSN, unit, and location of the employee concerned.
- b. List the category number of exposure. Show all exposures as they occur each workday. When exposure occurs under more than one category, intermittently for the same category, or concurrently with more than one category on the same workday, list each individual exposure separately to include actual clock times.

2. Duration of exposure: List the date, inclusive clock time in the “from” and “to” columns, and actual elapsed time in hours and minutes of each category of exposure shown in the preceding column: (e.g., 1 January 1998; 1300-1525 hours; 2 hours and 25 minutes).

3. The appropriate supervisor authorized to certify the time and attendance card will certify the exposure for pay purposes in approved situations.

4. A summary of EDP hours will be completed by the supporting payroll office.

Section 14.9 – EDP/HDP Requests

All requests will be handled on a EDP/HDP request form in an expedient manner.

Section 14.10 – EDP/HDP in Effect

All differentials presently paid will remain in effect for the duration of this agreement, or until it is agreed by the parties that the hazard has been “practically eliminated”.

ARTICLE 15 – HEALTH, SAFETY, AND WELFARE

Section 15.1 – General

The Agency and the Labor Organization will exert every reasonable effort to provide and maintain a work environment conducive to the safety and well being of employees. Rules, laws and regulations related to safety shall be available to all employees and departments and will be adhered to. It is acknowledged that certain tasks necessarily performed involve a varying degree of hazard. The types of employees normally assigned to perform hazardous tasks will be those who have received appropriate briefings, instructions, training, or schooling pertinent to the hazardous task to be performed. The Agency will provide appropriate safety and health training and certification for employees. The method and means of performing hazardous tasks will be those that incorporate immediately available safety precautions and devices.

Section 15.2 – Wing Safety Meeting

1. The Wing Safety Committee has been established to provide a forum for discussion of OSHA problems and to make recommendations to the Commander on OSHA related matters.
2. The council will meet at least quarterly to discuss OSHA problems and to resolve Hazard Reports, AF Form 457, that are not resolved at a lower level.
3. The Labor Organization will be notified of the council agenda items.
4. Labor Organization Representatives will be present during discussions of employee orientated or Labor Organization submitted Hazard Reports.

Section 15.3 – Workers Compensation

1. Employees shall immediately report job connected injuries or illness to their supervisor. The supervisor will ensure proper procedures are followed and that all the necessary documents are complete. When the employee is incapacitated and unable to notify the supervisor of injury or illness, it will be management's responsibility to initiate required procedures as soon as they are aware an incident has occurred. Local processing of workers compensation claims will be coordinated with the CANG HRO. In all situations involving federal workers compensation, the CANG HRO is available to assist the employee and if necessary ensure all required procedures are accomplished. In the event of a worker's compensation claim, CANG HRO will advise the employee as to their entitlements and obligations in accordance with Employee the Federal Employees' Compensation ACT (FECA).
2. The Agency agrees to provide periodic training on the Workers Compensation program to employees.

Section 15.4 – Extreme Cold

The Agency 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 ensure 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. The Agency at no cost to the employees will furnish authorized foul/cold weather protective gear.

Section 15.5 – Extreme Heat

The Agency and the Labor Organization mutually recognize the hazards of working in extremely hot temperatures, while at the same time acknowledge the necessity for accomplishing certain tasks to varying degree even in the most extreme temperatures. Management acknowledges that there are certain heat factors beyond which employees are incapable of performing sustained work. The wet bulb or other approved method of determining exposure to extreme heat will be used by the Agency. Additionally, the test will be taken on the aircraft parking ramp at a site representing the most extreme heat stress area. It is realized that tolerance between individuals differ and that type of outside work being accomplished affects the body heat generated by a worker, therefore, common sense must be applied when considering maximum exposure time.

HEAT STRESS CONDITIONS AND WORK/REST CYCLES WORKLOADS WBGT INDEX		
WORKLOADS	WBGT INDEX	WORK/REST (MIN)
LIGHT	86-87	45/15
	88-89	30/30
	90-91	15/45
MEDIUM	81-82	45/15
	83-85	30/30
	86-88	15/45
HEAVY	78-82	30/30
	83-86	15/45
	87-90	10/50

Section 15.6 – TDY Safety

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

Section 15.7 – Safety Glasses and Protective Clothing

1. The Agency will furnish at no cost to the employee, safety eyeglasses to include prescription lenses to employees who are required by medical prescription to wear glasses, upon furnishing a request and justification and upon approval of the base safety officer. The employee will furnish

a current eyeglass 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 employee. The individual may select either plain or tinted lenses.

2. All protective clothing and equipment authorized by applicable laws, rules, and regulations will be provided by the Agency at no cost to the employee. Agency will provide a means on site to clean soiled issued protective gear.

Section 15.8 – Hazardous Material Communication Training

1. Hazardous material information and training will be made available through Federal Hazard Communication Training Program IAW current law, rule or regulation.

2. In addition, all personnel will receive shop-specific Hazard Communication training detailing the hazards associated with chemicals used in their respective shops. Employees who handle, use, or are potentially exposed to hazardous materials in the course of official duties, will receive training on the specific hazards in their work area. This training should be conducted upon initial work area assignment and whenever a new hazard is identified or introduced into a work area. This initial training should occur before employees are exposed to hazardous materials.

3. All training will be properly documented to ensure completion of required training.

4. Safety Data Sheets (SDS) will be available to all supervisors, all employees exposed to any chemical hazard, and the employee representative. The SDS will be on file in a known location and accessible to all the above individuals.

Section 15.9 – Safety Survey

A Labor Organization representative shall be given, on official time, the right to be present during any safety survey, conducted by any agency or persons contracted by the Agency to conduct the surveys. (i.e. wet bulb measurements)

Section 15.10 – Hazard Reporting

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

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

- a. Ground operation and maintenance of aircraft.
- b. Ground operation and maintenance of vehicles.
- c. Operation and maintenance of facilities.

- d. Training and education programs.
 - e. Work environment.
3. Hazards will be reported to responsible supervisors so action can be taken. Oral reports for imminent danger situations are mandatory. In such situations the Safety Office will be immediately notified. If the hazard is eliminated on the spot, no further action is required. If the hazard is not or cannot be corrected within the work center, an appropriate Hazard Report will be prepared and given to the section supervisor. Hazard Reports may be submitted anonymously, directly to the Safety Office.
4. The Safety Office will review and evaluate the report IAW all applicable directives.
5. If after review and processing of the report by the Safety Office, the originator is not satisfied; he files a grievance IAW with Article 19 of this agreement.

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

6. The term “imminent danger” means a condition or practice 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 such danger to be eliminated through normal procedures.
- a. In the case of imminent danger situations, employees shall make reports by the most expeditious means available.
 - b. 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.
 - c. 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.
 - d. 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, the employee must choose between:
 - (1) Setting aside his or her concerns and perform the work or;
 - (2) Refuse the order and risk disciplinary action, for example, insubordination.

e. Continued refusal by the employee at this point would be justified if it can be shown that there was a reasonable basis for the employee to believe that imminent danger was present.

Section 15.11 – Physical Fitness

1. Employees are authorized four (4) hours per week of duty time to participate in the physical fitness program in accordance with the established policy of the Agency. When mission needs take precedence over employee being able perform physical fitness, during the work week, the employee may make up their fitness time at another time during the same work week.

ARTICLE 16 – LEAVE

Section 16.1 – General

Leave programs will be administered IAW applicable laws, rules, and regulations. Any changes are subject to I&I bargaining.

Section 16.2 – Annual Leave

1. Each employee will be allowed to schedule/use annual leave in the amount up to their current leave balance. The Agency will make every reasonable effort to honor the leave requests for the employees. The only basis for refusal of annual leave is mission requirements. In situations where there are more employees requesting leave for a particular period than can be approved due to mission requirements, the employee(s) who submitted their request first will take precedence for leave approval. If two or more employees submit leave requests on the same date, service computation date (SCD) will be given preference.
2. The supervisor will normally approve or disapprove the request within five work days of receipt of the request. If disapproved, the supervisor must state the reason on OPM Form 71, or its equivalent to the employee and initiate action to reschedule leave.
3. The supervisor agrees not to cancel previously approved leave except for reasons clearly essential to mission requirements. If a supervisor cancels a previously approved leave request, they will notify the effected employee, in writing. Disapproved leave may be appealed to the group commander.
4. **Unscheduled annual leave.** The employee will contact the supervisor before the start of the shift. The Agency agrees to grant the request for unscheduled annual leave, if possible, with regard to mission requirements. In situations where the employee finds it impossible to contact the supervisor a two-hour grace period is in effect whereby no disciplinary action may be considered unless circumstances warrant; however leave may be charged for the time away from work. Notification that does not meet the two-hour criteria will be dealt with on a case-by-case basis. The supervisor may request documentation to substantiate an emergency.
5. The minimum charge to leave allowed for all earned leave categories is one-quarter hour (0.25) or (15 min) increments.
6. A maximum of 240 hours of accumulated leave may be carried forward to the new leave year without forfeiture. Individual requests for carryover of annual leave in excess of 240 hours will be accomplished in accordance with current agency regulation Supervisory recommendations to do so must be in writing and forwarded to the CANG HRO 30 days prior to the end of the current leave year.
7. Employees who are dissatisfied with the administration of their leave may have the matter resolved under the grievance procedure established in this agreement.

Section 16.3 – Voluntary Leave Transfer Program

The Agency shall maintain a program in accordance to laws, rules, and regulations.

Section 16.4 – Sick Leave

1. Sick leave will be authorized IAW laws, rules, and regulations. Only in bona fide cases and may be granted orally. Medical certificates may be required under the following conditions:
 - a. For absence in excess of three (3) workdays.
 - b. For absences for short periods at frequent intervals whenever there is reason to believe that the sick leave privilege is being abused. In such cases, the technician will be advised in writing after counseling that a medical certificate will be required to support any future grants of sick leave regardless of duration.
2. Sick leave is authorized upon request for all dental, optical, and doctor appointments including reasonable travel time as necessary for both local and non-local appointments.
3. Sick leave for family care will be in accordance with applicable laws, rules, and regulations.

Section 16.5 – Compensatory Time (Overtime)

1. Compensatory Time (CT), including CT for travel, shall be granted IAW applicable law, rule, regulation.
2. Employees will be selected for overtime work on a basis consistent with job and skill requirements. 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. A requirement for overtime work will be announced as far in advance as possible.
3. Management should make every effort to seek volunteers prior to mandating that an Employee performs overtime work. In the event there are insufficient employee volunteers willing to perform overtime work, management has the authority to direct an employee to work overtime to meet the Agency's mission requirements. Management shall provide affected employees five calendar days notice prior to scheduled involuntary compensatory time.
4. Supervisors will also take into consideration any personal hardships that the overtime work may cause the affected employee(s) and will make every effort to accommodate said hardships. These include issues such as child care, school, transportation to and from the workplace (especially if an employee participates in car-pooling), and distance from the employee's home of record.
5. Compensatory time may be used for performance of inactive or active duty training instead of annual leave or leave without pay. Employees retiring or resigning must use accrued

compensatory time prior to termination. Lump-sum payment for unused compensatory time is not authorized.

6. Compensatory time will be administered between the supervisor and the individual concerned. Such time will be administered in the same manner as annual leave. Compensatory time should be taken within twenty-six (26) pay periods from the pay period in which it was earned. The compensatory time will be forfeited at the end of the twenty-sixth pay period in which it is earned. It is the technician's responsibility to request use of the compensatory time to avoid its loss. Supervisors will grant compensatory time, which will be lost if not used subject to mission requirements.

Section 16.6 – Paid Parental Leave

1. Paid Parental Leave (PPL) provides up to twelve (12) weeks (480 hours) of paid leave to a covered employee in connection with the birth or placement for adoption or foster care of a child occurring on or after October 1, 2020, IAW 5 CFR Part 630 Subpart Q.

- a. An eligible employee must notify their immediate supervisor about the intent of using PPL as soon as the employee is made aware of the qualifying event.
- b. The employee must sign an agreement with the Agency before commencement of the leave agreeing to work for the Agency for not less than twelve (12) weeks after using PPL. This agreement begins on the employee's first scheduled workday after such paid parental leave concludes.
- c. A completed PPL form, the agreement, and supporting documentation will need to be submitted to the Agency (e.g., HRO – Employee Relations) for final authorization.

Section 16.7 – Workman Compensation Leave

In accordance with FECA, Employees are entitled to a continuation of pay status (COP) for a period not to exceed forty-five (45) days for any covered incapacitating injury or recovery period required by a doctor.

NOTE: Early filing of a workman compensation claim form (CA-1 for an injury, CA-2 for illness/disease), is essential to assure full coverage for any job related injury or illness.

Section 16.8 – Leave Without Pay (LWOP)

1. At the discretion of the Agency, employees may be granted a leave of absence, without pay, in accordance with current laws, rules and regulations. The employee will submit to the supervisor, at least 10 workdays, a request for leave of absence in excess of 30 days before the leave of absence is to commence. Requests for leave without pay (LWOP) over 30 days must be approved by the CANG HRO.

2. Employees may be granted LWOP at their request but at the discretion of the Agency. The Agency 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.

3. An Employee who has been granted an approved leave of absence will, upon its expiration, be returned to duties commensurate in grade and for which they are qualified, unless the employee has been notified of a reduction-in-force (RIF) during their period of absence. The employee will be notified as soon as possible whenever their approved leave has been canceled. Written notification will be provided to the employee upon their request.

4. An employee on approved leave of absence with or without pay shall accrue all rights and privileges in accordance with applicable laws, rules, and regulations. An employee should be aware that when in certain LWOP situations, they must maintain their own payment for benefits.

5. The Agency agrees to consider leaves of absence of any employee elected or appointed to a position of national officer or representative of the Union for the purpose of serving full-time in the position. Leaves of absence granted under this article will be for a period concurrent with the term of office or appointment of the official. The request will be granted absent a demonstration of adverse impact on the agency's mission and will require TAG approval after one (1) year.

Section 16.10 – Military Leave

Military leave is a special form of administrative leave granted to government employees for the purpose of performing military duty/training on an annual basis. The Agency agrees that no employee may be required to use military leave, prior to use of other appropriate leave.

Employees are provided the option of using other available leave first or co-mingling types of leave. There is no charge of military leave on any holiday or weekends. It is recognized that the employee may carry-over up to one hundred and twenty (120) hours of unused military leave from one fiscal year to the next.

Section 16.12 – Court Leave

Court leave is leave with pay for the period of time a technician spends in court for jury duty as a juror or as a witness. Court leave will be extended to a technician when summoned to appear as a witness in judicial proceedings on behalf of a state, or local government or when required to perform jury duty in a federal, state, or municipal court.

Section 16.13 – Law Enforcement Leave

In accordance with provisions of 5 U.S.C. 6323(b), permanent and indefinite employees are authorized an additional 22 days of non-paid leave each calendar year for the purpose of providing military aid to enforce the law or for the purpose of providing assistance to civil authorities in the protection or saving of life or property or the prevention of injury. This provision may also be used for when mobilized under contingency orders. This is NOT a dual compensation benefit. Employees will receive the greater of the Civilian or Military pay. Collection of the lesser amount will be accomplished by the appropriate pay section.

Section 16.14 – Administrative Leave

1. Administrative Leave will be administered IAW laws, rules, and regulations.

a. Blood Donation. The Agency and the Labor Organization recognize the importance and humanitarian need for community blood donors. When community's need for blood donors arise and work requirements allow for Agency to release the employee(s), will be in an excused absence. Depending on the community needs and consistent with safe medical practices, excused absences normally should not exceed four (4) hours.

b. Registration and Voting. Employees may be excused for a reasonable time to vote or register in Federal, State, county, or municipal elections. Generally, employees are excused from duty to permit them to report for work three (3) hours after the polls open or to leave work three hours before the polls close, whichever results in the lesser amount of time off.

c. Physical Examinations. For physical examinations that are required as a condition of employment in the NG, employees may be excused for up to four (4) hours, without charge to leave or loss of pay, for periodic, baseline, or annual physical examinations as required by the military commander, CANG HRO, or safety officer when driven by military necessity.

d. Medical Appointments for Service-Connected Injuries or Disabilities. Dual-status technician who do not qualify for Disabled Veterans Leave (DVL) under 5 USC 6329 and whose sick leave balance is below one hundred and four (104) hours may request up to eighty (80) hours of administrative leave (excused absence) per calendar year as a reasonable accommodation in order to attend medical appointments that meet the criteria below:

(1). The employee is a dual-status technician and has a service-connected injury or disability managed by the Veterans Administration (VA) or accepted under a line-of-duty (LOD) determination managed by the CAANG.

(2). The medical appointment must be related to an injury or illness incurred as a result of service in the Armed Forces of the United States and must be at a facility approved or designated by the VA or the Agency to evaluate or treat the employee.

- (3). Unless directed otherwise, each request for excused absence must be submitted separately.
- (4). The amount of excused absence granted shall be the amount of time needed to cover the medical appointment, plus the amount of time needed to cover travel to and from the dual-status technician's assigned duty station and the medical facility.
- (5). The dual-status technician is responsible for providing the required documentation to justify an excused absence request IAW this article. Excused absence cannot be granted unless the criteria above are satisfied. When the criteria cannot be satisfied prior to attending a VA or LOD medical appointment, the employee shall be placed in an appropriate leave status to cover the period of absence. However, an dual-status technician may subsequently provide the required documentation at which point their time and attendance record shall be promptly corrected to reflect the appropriate duty status.
- (6). Once a request is submitted, the Agency will consider the following factors to determine the appropriateness of the excused absence request:
 - (a) Prior use of excused absence under this article (if any) and whether it would be more appropriate for the employee to be on Warrior Transition Active-Duty status or some other active status as determined by a line of duty (LOD) investigation.
 - (b) Whether the dual-status technician has abused this or any other leave program. Prior leave abuse may become the basis for disapproval of a request under this policy, even if the request meets all the criteria above.
 - (c) Dual-status technician should be aware that any administrative leave granted by this sub-section counts against the maximum annual limit of eighty (80) hours authorized under 5 CFR Part 630, and that use of this type of administrative leave for VA appointments may affect their ability to request administrative leave for other purposes such as voting, donating blood, reviewing their personnel file, or to attend other events.

Section 16.15 – Weather and Safety Leave

Weather and Safety Leave will be administered IAW laws, rules, and regulations.

Section 16.16 – Military Operations on Normal Work Days

If the Agency determines that military status is not required, employees may be afforded the opportunity to remain in a civilian status. Agency will seek to avoid forcing an employee into a leave status to perform Military training, exercises, or unscheduled training events.

ARTICLE 17 – MERIT PROMOTION AND INTERNAL PLACEMENT

Section 17.1 – General Provisions

1. To ensure positions are filled with the best qualified applicants while providing current employees of the California National Guard priority consideration for all bargaining unit position vacancies in which they apply. Actions under this Article shall conform the Agency Merit Placemen Plan and IAW laws, rules, and regulations
2. Selection shall be based solely on merit and job-related factors and will be made without discrimination for non-merit reasons such as race, ethnicity, political affiliation, religion, gender, sexual orientation, national origin, marital status, age, non-disqualifying physical handicap, or medical condition.
3. The agency may fill positions through use of competitive measures or through use of an approved exception to competition as described in 17.3.
4. When using competitive measures, the Agency will observe a minimum of two (2) Areas of Consideration for DS bargaining unit eligible positions:
 - a. Area 1: Current employees of the California National Guard
 - b. Area 2: All other applicants/areas.
5. Where a sufficient applicant pool exists, the selecting official may choose to limit the area of consideration to current employees of the wing in which the position is advertised.

Section 17.2 – Responsibilities

1. The Human Resources Office (HRO) will limit the initial Certificate of Eligibles (COE) of a DS bargaining unit position to current employees of the California National Guard who meet qualification requirements.
2. For all bargaining unit eligible DS vacancies, the HRO will provide a COE limited to qualified on-board employees to the selecting official. The selecting official must provide full consideration to the current qualified employees of the California National Guard listed on that COE. The selecting official will select from that list; or, if the selecting official believes that none of the on-board employees are suitable for the position, the selecting official will provide HRO justification detailing the relevant facts and reasons of why each on-board candidate is not suitable. HRO will provide that justification to the Labor Organization prior to furnishing any list with non on-board applicants.
3. Applicants 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. Applicants must indicate in their resume their status as a current on-board employee to receive priority consideration.

Section 17.3 – Exceptions to Competitive Procedures

1. Promotions due to issuance of new OPM classification standards, when an NGB Position Description Release (PDR) states that a position should be abolished and/or replaced, or as a result of a classification appeal.
2. Promotions when competition was held earlier (i.e., position advertised with known promotion potential).
3. Position change required by a reduction-in-force (RIF).
4. Placement of an employee entitled to grade retention due to a RIF or reclassification resulting from an NGB PDR requiring abolishment/replacement or OPM.
5. Re-promotion to a position and/or grade from which an employee was involuntarily demoted.
6. Management Directed Reassignment (MDR) to a position having no higher promotion potential or through reasonable accommodation.
7. Temporary promotion of one hundred and twenty (120) days or less.
8. Detail to same or higher-graded position, or to a position with known promotion potential for one hundred and twenty (120) days or less.
9. Selection of a former employee from the re-employment priority list for a position at the same or lower grade than the one last held.
10. Dual status temporary appointment.
11. Direct Hire or Accelerated Appointment Authorities authorized for use in the National Guard. The Agency will post a general notice on USAJobs IAW laws, rules, and regulations.

Section 17.4 – Vacancy Announcements

1. Vacancies will be announced for a minimum of eight (8) days for Title 5 vacancies and fourteen (14) days for Title 32 vacancies **Error! Hyperlink reference not valid.** and will be advertised through use of USAJobs.
2. At a minimum, the vacancy announcement will contain the following information:
 - a. Title, pay plan, series, grade, and salary range of the position.
 - b. Type of appointment (Dual Status or Title 5)
 - c. Military Grade Requirements

- d. Area of Consideration.
- e. Compatibility requirements if applicable (SSI, MOS, AFSC).
- f. Organization and geographical location of the position.
- g. Information regarding known promotion potential, if applicable.
- h. Summary of duties (obtained directly from the introduction to the position description).
- i. Minimum specialized experience qualification requirements.
- j. Opening and closing dates and how to apply.
- k. Equal employment opportunity statement.
- l. Selective Placement Factors, if any.
- m. Competencies used to determine the three best qualified applicants from which selection will be made.
- n. Number of positions being announced, if more than one.
- o. Possibility of Permanent Change of Station (PCS) reimbursement and/or incentives.
- p. Security Clearance required.
- q. Frequency of travel.
- r. Shift work or rotating shifts.

Section 17.5 – Selecting Competencies

The knowledge, skills and abilities referred to as competencies selected must be relevant and reasonable related to the position advertised. The competencies will be clearly listed in the vacancy announcement.

Section 17.6 – Application Procedures

Applications should reflect the applicant's current and past employment information to include job title/duty assignments, organizational information, duties performed, and relevant qualifications and training with dates of employment listed by month and year. Complete and accurate data is essential to ensure fair evaluation of applicants. Applicants are encouraged to address the basic eligibility factors (which include general and specialized experience) and the competencies as stated on the vacancy announcement. Along with the application form,

supplemental forms that show all the applicant's qualifications may be submitted. Applications will be submitted using USA Jobs except as exempted by 17.3. Potential applicants can find instructions and procedural information on the USA Jobs website.

Section 17.7 – Hiring Board

1. A Hiring Board is required when a COE is issued providing four or more applicants; however, selecting officials may choose to use a Hiring Board at any time.
2. Hiring boards shall be established by the selecting official for the purpose of rating and ranking applicants to determine the top three best qualified applicants.
3. Hiring Boards may be accomplished via a paper board or by an in-person, telephonic, or virtual interview panel. When possible personal interviews are preferred.
4. The Hiring Board will consist of three or more members. Whenever possible, the board will consist of subject matter experts with experience relevant to the position being filled. The names of the board members will be made available to the Labor Organization upon request.
5. The Hiring Board will be offered the name(s) of the applicants at the scheduling of the board and will recuse themselves if they have a personal or familial relationship with any applicant.
6. The Hiring Board will rate applicants equitably using the same set of criteria when conducting a paperboard or the same set of questions when conducting interviews. Applicants will be rated numerically on a rating worksheet. Standard questions that may be asked are:
 - a. Questions which will assist the applicant in describing experience, education, training, achievements, and suitability that relates to competencies required for the position.
 - b. Questions about willingness to accept working conditions, such as shift work, travel, hours of duty, etc.
 - c. Open-ended questions which allow the applicant to demonstrate the applicant's interest and potential motivation if selected for the position.
 - d. Questions to evaluate the applicant's oral communication skills.
 - e. Questions that allow the applicant the opportunity to furnish additional information that may not be contained in the application.
7. Hiring Boards will utilize the CNG Form 690-5, Applicant Selection Worksheet, and the CNG Form 690-6, Competency Category Worksheet when conducting a paper or interview board. Completed copies must be provided to the HRO when a selecting official receives a COE with 4 or more eligible applicants. Experience will be rated for each competency in the following manner:

- a. Superior Level Experience: Applicant possesses type and quality of experience that substantially exceeds the basic requirements of the position, including selective placement factors, and could be expected to perform effectively in the position almost immediately or with a minimum of training and/or orientation.
- b. Above Average Level Experience: Applicant possesses type and quality of experience that exceeds the basic requirements of the position and could be expected to perform effectively in the position within a reasonable period of time (e.g. three to six months).
- c. Average Level Experience. Applicant satisfies the basic requirements of the position, but:
 - (1). Type and quality of experience beyond that which is basically required is minimal.
 - (2). Extensive additional training and/or orientation would be required to enable the applicant to satisfactorily perform the duties of the position.

Section 17.8 – Actions by the Selecting Official

1. The selecting official has the right to select or not select any of the applicants referred to them.
2. After selecting officials have determined the best qualified applicant, they will contact the individual and tentatively offer the position. Individuals should have a reasonable amount of time to accept or decline the tentative job offer. Applicants who accept a tentative job offer must be available to work within a reasonable amount of time as determined by the selecting official. Applicants who can't meet a requirement of the position (e.g. compatible military membership) within a reasonable amount of time as determined by the selecting official, may be bypassed for a more available applicant.
3. The selecting official will work with the selected applicant to complete all required hiring documents and will ensure those documents are submitted to HRO in a timely manner.
4. All appointment, promotion, conversion, and reassignment actions offered under the provisions of the Merit Placement Plan are to be made tentative awaiting final approval of the Directorate for Human Resources. Under no circumstances will a selecting official start a new employee without HRO approval. The HRO reviews the documentation to ensure that proper selection procedures were followed, and the personnel action meets the legal and regulatory requirements.
5. If a selection is not made when there are five or more certified applicants, a statement addressing the reason(s) each certified applicant was non-selected must be provided to HRO with the returned COE.
6. The selecting official will ensure employees hired in a trainee status are informed of all training requirements necessary to become fully qualified within 30 days of placement into the position.

Section 17.9 – Human Resources Office (HRO) Action

1. The HRO through use of an automated system, will notify applicants of their application status to include if they were referred or not referred and if they met the basic qualifications of the position.
2. The HRO will ensure all selection and appointment actions are done IAW Merit Placement Principles and this bargaining agreement. The HRO will set the effective date of all personnel actions.
3. The HRO will arrange the release date of selectee when that individual is transferring from or to another agency.
4. The HRO will ensure justification is received from the selecting official when no selection is made from a COE with five or more qualified applicants IAW 17.8.5.

Section 17.10 – Placement Actions

1. Current employees selected for promotion or reassignment, will be released from their current position in a timely manner.
2. Placement actions will normally be within 45 days after completion and submission of hiring documents subject to pay period start dates. If the placement action is vice a current employee's separation, the placement action may be delayed until the position becomes unencumbered.

Section 17.11 – Records Retention

1. Sufficient records are required to allow reconstruction of the placement action to provide an evaluation of the merit promotion/placement plan, a clear record of the actions taken, and proof that the filling of vacancies are being made on a fair and equitable basis in accordance with this article.
2. The following records are to be maintained in the HRO:
 - a. Copy of the vacancy announcement.
 - b. Certificate of Eligibles.
 - c. Copy of all applications and attached documents.
 - d. Forms used in the evaluation and rating process.
 - e. Justification written by the selecting official

3. Records are to be maintained for a minimum of two (2) years. If a grievance is pending, records will be maintained until resolution of the grievance or the two (2) years-whichever is longer.

Section 17.12 – Merit Placement Grievances

1. An employee who applied for but was not selected for a position and who believes the selection procedures were improper or the selection was arbitrary and capricious may present a grievance under the grievance procedure provided by this agreement. A grievance will not be considered when based solely on non-selection not claimed to be arbitrary and capricious.

2. When a violation of merit placement principles or a violation of the contract is alleged, the HRO, will provide to the Labor Organization the material utilized in assessing the qualifications of the eligible applicants. Confidentiality of this material will be maintained by the Labor Organization in accordance with 5 USC 552 and 552a.

3. These materials include:

- a. Vacancy Announcement request (CNG Form 690-1, Vacancy Announcement Request)
- b. Copy of the Vacancy Announcement post.
- c. Copy of each qualified application received.
- d. Applicant Selection Worksheet (CNG Form 690-5), if applicable.
- e. Knowledge, Skills, and Abilities Category Worksheet, (CNG Form 690-6), if applicable.
- f. Certificate of Eligibles signed by selecting official.
- g. Copy of each non-selection letter sent by the HRO to qualified applicants.
- h. Justifications written by the selecting official

4. The Labor Organization may request additional relevant information. If a grievance concerning merit promotion has been initiated, no action to cancel the vacancy announcement will take place until the grievance is resolved.

Section 17.13 – Inquiries

1. Applicants may contact the HRO if they have questions pertaining to their qualification and/or non-referral. An applicant may also contact the selecting official or members of the Hiring Board to request feedback on the areas where improvement can be made to enhance an individual's selection potential.

2. This will not preclude an employee from filing a grievance under the provisions of Section 17.12.

Section 17.14 – Definitions

1. “Promotion”: The movement of an employee, while serving continuously within the same agency, to a position at a higher grade level/rate of basic pay within the same or different job classification system and pay schedule.

2. “Internal Placement”: Placement of a current employee into another position within the organization.

3. “Hiring Board”: A board, designated by the selecting official, tasked with reviewing applications in relation to the qualifications and competencies required by the position in order to determine the three (3) best qualified applicants.

4. “Selecting Official”: The person responsible for making the selection and tentative offer of the position advertised.

ARTICLE 18 – DISCIPLINE

Section 18.1 – General

1. Discipline will be conducted in accordance with applicable law, directives/regulations, local policy and any change thereto are subject to I & I Bargaining. It is acknowledged that in some cases, disciplinary actions are necessary.
2. The Parties agree that discipline and adverse actions will be based on just cause and will be consistently applied in order to promote the efficiency of the Federal Service. The parties recognize that discipline may be progressive in nature; however management retains the right to make the final decision on discipline.
3. Disciplinary action will be taken for the purpose of correcting offending Employees and problem situations and maintaining discipline and morale among other Employees.
4. Title 32 and Title 5 Employees subject to investigation (including investigations conducted under Army Regulation 15-6) shall not be flagged at the unit level for activities that occur while on civilian duty status.

Section 18.2 – Representation

1. Prior to discussions that may lead to disciplinary actions, the management official will notify the employee of the right to union representation. If the employee accepts representation, no further questioning will take place until the representative is present. If the employee chooses not to have representation, a written waiver must be signed by the employee. The union will be served a copy of this waiver.
 - a. An investigatory interview will, if representation is requested, be delayed for a reasonable amount of time until the employee's representative can be present.
 - b. Prior to discussions that may lead to disciplinary actions, the management official will notify the employee of the right to union representation. If the employee accepts representation:
 - (1). The agency may grant the request, meaning that questioning is halted until the union representative arrives and has a chance to consult with the employee.
 - (2). The agency may deny the request and end the interview immediately; or
 - (3). The agency may give the employee the choice of either continuing the interview without a representative or discontinuing the interview.

Section 18.3 – Appeals

1. Appeals will be in accordance with applicable laws, rules, or regulations.

a. An appeal of a Suspension of 14 calendar days or less without pay and a Letter of Reprimand may be made by using Appellant Review or Hearing Examiner, and/or the negotiated grievance procedure.

b. Adverse actions more than 14 days suspension without pay, a reduction to a lower grade, removal from employment, or furloughs of 30 days or less, may be appealed to the Merit Systems Protection Board (MSPB).

Section 18.4 – Records

In any disciplinary action, an employee will, upon written request, be furnished a copy of all written documents in the agency's files which contain evidence used by the agency to support the disciplinary action. Informal notes made by the supervisors that alleged infractions, lateness, and the like cannot be used in the proceedings against Employees unless disclosed before discipline is imposed.

Section 18.2 – Correction Actions

1. Verbal Counseling: Where corrective action is appropriate, counseling may be suitable. Counseling is oral and not recorded in the Supervisor's Work Folder on the electronic Supervisor's Employee Brief for the employee. A counseling is not applicable as a disciplinary or adverse action for the purposes of progressive discipline.

2. Letter of Admonishments (LOA): If the minor misconduct continues or is repeated after counseling but corrective action is still appropriate, admonition is warranted must be initiated within 14 calendar days of managements knowledge the offense. However, that timeline may be extended until such a time the employee is present and in a federal employee status. The supervisor will accomplish a LOA detailing the cause for the admonishment. The LOA will have an expiration date provided 6 months if no similar problems occur the LOA will be removed and deleted from the Supervisory Folder. The employee will be allowed to write his or her reply to the facts and reasons stated by the supervisor on the LOA and will sign acknowledging receipt. However, in no circumstance will signature be considered as an agreement with the LOA or an admission of guilt. If the employee replies orally, the supervisor will write a short summary of the reply. The LOA will be housed in the supervisory folder.

a. To protect the confidentiality of the records and to preserve the privacy of the individual, records will be maintained in a secured container at the lowest level of supervision excluded from the bargaining unit. Access will be limited to Management Official / Employee concerned and individuals to whom the Employee has given written permission.

b. An appeal of an admonishment may be made through the negotiated grievance procedure.

3. Letters of Reprimand (LORs) are a more formal means of making an employee aware that their conduct is unacceptable. When conduct warrants the use of LORs, and the violation relates to a continuing problem, a summary of past violations and attempts to correct those violations

will be included. The employee will be informed they may review the material relied upon to support the reprimand. Depending on the severity of the infraction, LORs may remain in an employee's record for a period not to exceed eighteen (18) months as long as there are no continuing or recurring conduct problems related to the offense for which the LOR was issued.

Section 18.3 – Adverse Actions

Adverse Action (i.e., a suspension, removal, or change to a lower grade) An employee will be allowed a minimum of twenty-one (21) days following receipt of the proposed adverse action notice to provide a reply. This timeline may be extended upon request by the employee and/or their representative if there is justification that more time is needed to furnish an adequate response. When a request for extension is denied, the Agency shall provide a written explanation.

ARTICLE 19 – GRIEVANCE PROCEDURES

Section 19.1 – General

Employees 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 employee chooses not to have representation, that waiver must be in writing. The Labor Organization will be served a copy of this waiver. However, the Labor Organization will be given the opportunity to have a representative present during all grievance proceedings to ensure that the adjustments of the grievance are not inconsistent with the terms of the agreement. A grievance will be formally presented normally not later than sixty (60) days after the grievance took place, or the individual becomes aware of the events that constitute the grievance, whichever is later. Either party may seek interpretation of the meaning or intent of the agreement from representatives of the negotiating teams.

Section 19.2 – Definitions

1. A grievance is:

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

Section 19.3 – Representation

The Labor Organization, on its own behalf of bargaining unit employees may present and process a grievance. Bargaining unit employees may present and process grievances on their own behalf so long as the Labor Organization is granted its right to be present during all grievance proceedings to ensure that the adjustments of the grievance are not inconsistent with the terms of the Agreement. The Agency shall notify the Labor Organization of grievance proceedings and inform them of the time and place of such proceedings. In locations where there is no Labor Organization Official or Steward, the Agency agrees to notify the Labor Organization of any grievance proceedings and/or meetings and the time and place of such proceedings.

Section 19.4 – Exclusions

1. It is agreed that this negotiated procedure is a full coverage procedure except for those matters specifically excluded by law (Chapter 71 of Title 5 U.S. Code) from the coverage of this agreement. Matters excluded from the negotiated grievance procedure are:

- a. Any claimed violation of subchapter III of chapter 73 of this title (relating to prohibited political activities);
- b. Retirement, life insurance, or health insurance.
- c. A suspension or removal under §7532 (National Security) of Title 5, U.S.C.
- d. Any examination, certification, or appointment.
- e. The classification of any position that does not result in the reduction in grade or pay of an employee. This matter may be appealed under Article 10.
- f. An employee may choose to file a formal written EEO complaint or a formal grievance, but not both.

Section 19.5 – Official Time

See Official Time Article 6

Section 19.6 – Time Limits

Failure of the Agency to observe time limits specified in this article will automatically advance the grievance to the next step of the procedure. All time limits provided in this article may be extended by mutual consent.

Section 19.7 – Employee Grievance Process

1. **Informal Grievance:** It is agreed that settling of problems should be accomplished at the lowest level and may be accomplished verbally. At this stage, the employee and the Labor Organization representative will meet with the supervisor/manager concerned and an attempt will be made to resolve the issue(s) that caused the grievance. Both the Agency and the Labor Organization encourage this step. If a settlement cannot verbally be agreed to within ten (10) working days, the employee may file a formal grievance IAW with Article 19.7(2).
2. **Formal Grievance:** Employees may file a formal grievance after completing the informal grievance IAW with Article 19.7(1). The formal grievance steps are as follows:

STEP 1:

The grievance will be prepared in writing, utilizing the agreed grievance form. The grievance will be presented to the next level supervisor exceeding the management/supervisory level in the informal stage that is able to resolve the issue. A copy of the grievance form will be forwarded to the CANG HRO. The grievance and information will be discussed at the time of presentation of the grievance. The management official will provide a determination of settlement, in writing, to the individual, the Labor Organization, and CANG HRO within ten (10) working days.

STEP 2:

If the employee is dissatisfied with the settlement offered at Step 1, an appeal may be made through CANG HRO to the Wing Commander or designee within fifteen (15) working days. A decision, in writing, will be rendered within fifteen (15) working days to the employee and the Labor Organization.

STEP 3:

If the employee is dissatisfied with the settlement offered at Step 2, an appeal may be made through CANG HRO to the Adjutant General or designee within fifteen (15) working days. A decision, in writing, will be rendered within twenty-one (21) working days to the employee and the Labor Organization. It is understood that when the designated representative forwards the written decision, they are signing for The Adjutant General. If the employee is not satisfied with the decision of The Adjutant General, the Labor Organization may proceed to the Arbitration Article in this agreement within forty-two (42) working days.

Section 19.8 – Labor Organization Grievance

1. Informal Grievance: Labor Organization local chapter initiated grievances that effect multiple areas within the Wing will meet with the Wing Commander and an attempt will be made to resolve the issue(s) that caused the grievance. The Labor Organization agrees to consider an attempt to informally resolve the grievance prior to a formal grievance. The Labor Organization will notify CANG HRO prior to the informal grievance meeting with the Wing Commander and the issue(s) that will be address. If a settlement cannot verbally be agreed to within ten (10) working days, the Labor Organization may file a formal grievance IAW with Article 19.8(2).

2. Formal Grievance: The Labor Organization may file a formal grievance after completing the informal grievance IAW with Article 19.8(1), or if the grievance effects multiple Wings. The formal grievance steps are as follows:

STEP 1

The grievance will be prepared in writing, utilizing the agreed grievance form. The grievance will be made through CANG HRO to the ANG Chief of Staff. The grievance and information

will be discussed at the time of presentation of the grievance. A decision, in writing, will be rendered within fifteen (15) working days to the Labor Organization.

STEP 2

If the Labor Organization is dissatisfied with the settlement offered at Step 1, an appeal may be made through CANG HRO to the Adjutant General or designee within fifteen (15) working days. A decision, in writing, will be rendered within twenty-one (21) working days to the employee and the Labor Organization. It is understood that when the designated representative forwards the written decision, they are signing for The Adjutant General. If the Labor Organization is not satisfied with the decision of The Adjutant General, the Labor Organization may proceed to the Arbitration Article in this agreement within forty-two (42) working days.

Section 19.9 – Agency Grievance

Agency grievances are submitted in writing to the Labor Organization President or designee. The Labor Organization President or designee and the CANG HRO will meet with TAG or designee within twenty-eight (28) calendar days after receipt of the grievance to discuss the grievance. The Labor Organization President or designee shall give the written decision within twenty-one (21) calendar days after the conclusion of the meeting.

Section 19.10 – Right to Information

Upon request and subject to applicable laws, rules or regulations, Agency will supply the Labor Organization with any investigation reports and/or documents used in the original action when denying a grievance. This is to ensure the Labor Organization has all the necessary information for a determination to invoke or not invoke the provisions of the Grievance/Arbitration procedures.

Section 19.11 – Arbitration Procedures

1. Any grievance not satisfactorily settled under the negotiated grievance procedure shall be subject to binding arbitration. Arbitration will be invoked only by the Agency or the Labor Organization. The parties agree to assist Arbitrator by making complete case presentations and by fully laying out applicable laws, rules, and regulations and other precedent cases, which are appropriate to the case being heard.

2. 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.

Section 19.12 – Arbitrator Selection

1. Within seven (7) calendar days from the date of the request for arbitration, either party or both parties together shall request the Federal Mediation and Conciliation Service (FMCS) to provide a list of seven (7) available Arbitrators. FMCS will be notified on the request for arbitration panel of any special requirements to include the procedures for arbitration agreed to by the parties in accordance with Section 3 below. The parties shall meet within twenty-one (21) calendar days after both parties have received the list of Arbitrators. If the parties cannot mutually agree upon one of the listed Arbitrators, a coin toss will determine which party will be selected to strike a name from the list first, with each party alternately striking a name until only one name remains. The remaining Arbitrator will be contacted to hear the grievance. The parties agree that if the selected Arbitrator is unavailable to hear the grievance within forty-two (42) calendar days the parties may select a new Arbitrator using the above procedures. A copy of any material or information furnished to the Arbitrator will be given to the other party seven (7) calendar days prior to the arrival of the Arbitrator.
2. If either party fails to participate in the selection process, the arbitration action will proceed with the requesting party accomplishing the selection.
3. The parties agree to make known to the FMCS the requirements placed on an Arbitrator to include the method desired to process the case as detailed under Section 3 below, so that only those Arbitrators who will abide by the procedure selected by the parties will be referred.

Section 19.13 – Expediting Procedures

1. The parties may employ any of the following procedures, upon mutual agreement, in order to expedite an arbitration case. The procedure utilized will depend on the nature of the case at hand and what will produce a timely decision. Failure of the parties to mutually agree on one of the following procedures will automatically implement procedure six (6) below.
 - a. Request an arbitration hearing by teleconference.
 - b. Request arbitration without a hearing by making a joint stipulation of facts and requesting a decision based on the information presented within twenty-eight (28) calendar days after selection of the Arbitrator. Prior to the arrival of the list of Arbitrators, the parties will meet to explore their respective positions and stipulate, where possible, to an agreement of facts and issues in the case. If the parties fail to agree on a joint submission of the facts or issues for arbitration, each will prepare them separately. The statement of facts and issues will be mailed by the parties jointly or individually to the selected Arbitrator before the date of the hearing. A copy of any material or information furnished the Arbitrator will be given to the other party.
 - c. Request the Arbitrator give a “grievance granted or denied” award without supporting opinion based upon the submission of the parties within twenty-one (21) calendar days after selection of the Arbitrator.
 - d. Request the Arbitrator give a “bench” decision at the conclusion of the hearing.

e. Request the Arbitrator to enter into a mediation effort to resolve the issues prior to conducting an arbitration hearing.

f. Request a full hearing with a written award within eighty-four (84) calendar days after the hearing or submission date of post hearing briefs, whichever is later.

Section 19.14 – Location of the Hearing

Arbitration hearings will be held, if possible, on the Agency premises during the regular day shift hours of the basic workweek. Employees of the Agency who participate in the hearing will be in a duty status.

Section 19.15 – Arbitration Expenses

Expenses incurred for the Arbitrator will be shared equally by the Agency and the Labor Organization. If a transcript is requested or used during the arbitration proceedings, the Agency and the Organization will share equally in any costs that might occur with a copy going to both parties.

Section 19.16 – FLRA Exceptions.

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

Section 19.17 – 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 20 – EMPLOYEE MORALE

Section 20.1 – Radios and Television

The Agency agrees to allow the playing of radios in work areas, i.e., shops, warehouse, and offices; and televisions in authorized break-rooms with discretion, as long as they are played in such a manner as not to disturb the work or cause a personal disturbance.

Section 20.2 – Telephone Service

Management agrees to the reasonable use of the Agency's telephone service.

Section 20.3 – Outside Vendors

Agency agrees to make reasonable efforts to allow vendors to provide concessions for food and drink or similar services to accommodate the personal needs of the employee's for all shifts in accordance with state and local laws and health standards if within the control of management.

Section 20.4 – Parking Spaces

The Agency will provide parking places near employee's work areas where available on a first come first serve basis. The Agency agrees to consult with the Labor Organization prior to any changes in the base policy. Reserved parking spaces will be made in accordance with the base policy. It is recommended that employees refer to base parking policies for specific application.

Section 20.5 – Break Areas

Agency agrees to consider recommendations of the Labor Organization concerning adequacy or need of space in work areas for employees' to eat their lunch. Housekeeping of these areas is the responsibilities of the employees' utilizing these areas.

Section 20.6 – Employee Title

The Agency will make every attempt, in circumstances that are controllable, to refer to Title 5 employees and Title 32 technicians of the California Air National Guard s Federal Civilian Employees.

Section 20.7 – Lockers

1. Employees issued PPE for their full time position will be afforded a dedicated locker and adequate space to change.
2. Local management will not open and inspect an employee's assigned locker without the presence of the employee and/or a Labor Organization representative if desired. Inspections shall be conducted in accordance with appropriate law, rule and regulation.

Section 20.8 – Child Care

Management and the Labor Organization agree to work together to conduct a survey of all employees to determine the need for childcare. If there is a demonstrated need, management and the Labor Organization agree to work together to identify child care services that comply with all governmental requirements.

Section 20.9 – Uniforms

1. The Agency acknowledges its responsibility to provide Dual-Status (DS) technicians uniforms per 32 USC 709 (b). It is the Agency's responsibility to provide uniforms; and, establish a uniform replacement procedure commensurate with normal wear and tear; and, provide technician specific uniforms in the quantities required to perform their job at no cost to the Enlisted Technician Employee IAW applicable law, rules and regulations. Work time will be authorized for the purpose of exchanging unserviceable uniforms when the Enlisted Technician Employee's unit of assignment supply function is co-located with the worksite vicinity.
2. Should the Enlisted Technician Employee not receive the requested uniform(s) within forty-five (45) days of submitting it to the supply source, the Enlisted Technician Employee's Management Official shall be notified for assistance with resolution. Upon said notification, the Management Official will request assistance through the Enlisted Technician Employee's chain of supervision/command to assist in obtaining the aforementioned uniform. If a resolution is not achieved, the Enlisted Technician Employee may file a grievance IAW Article 19. If the Enlisted Technician Employee does not have any serviceable uniforms, the supervisor shall allow the Enlisted Technician Employee to wear appropriate civilian clothing until such a time that a serviceable uniform is furnished.
3. Uniforms will be worn IAW applicable laws, rules, and regulations, issued by the Agency to the Enlisted Technician Employee, ready to wear, with all appropriate accouterments and any other required items, properly sewn on. The Agency may allow its resources to be utilized to affix uniform accouterments to the extent those resources are otherwise available and not being used.
4. These provisions do not apply to any Officer Employee.
5. An Enlisted Technician Employee not entitled to receive uniform allowances under Title 10, USC, Section 1593, or Title 5, USC, Section 5901, for a particular period of employment may, for that period, receive the uniforms, accouterments, or allowances referenced in paragraphs 20.9 (1) through (5), above, under Title 37 USC Section 418.

Section 20.10 – Civilian Clothes

Except when performing technician duties, the wear of civilian clothing may be authorized by management for purposes of morale.

ARTICLE 21 – TECHNICIAN RETIREMENT

Section 21.1 – Retirement Briefing

The Agency will schedule retirement briefings on an annual basis to ensure that all technicians have an opportunity to attend. Attendance at these briefings will be in normal duty status. The Agency agrees to keep all employees informed of changes in retirement laws and benefits.

Section 21.2 – Retirement Process

The technician will notify the local HRO remote designee in writing of the desired retirement date as soon as possible. The Agency will make every effort to ensure the retirement process will be expedited in a reasonable and timely manner as to avoid a delay of the process.

Section 21.3 – Selective Review Board (SRB)

A technician (T32 dual status) not selected for retention may submit a request for retention in accordance with applicable laws, rules, and regulations. A technician may request retention in a current assignment provided they are not eligible for an immediate unreduced retirement annuity, have at least fifteen (15) years of service creditable toward such an annuity on the date they would otherwise be removed from the unit, and will become eligible for such unreduced annuity on or before the last day of the month in which they become 64 years of age. Requests must be submitted through the military chain of command to The Adjutant General within fifteen (15) days of announcement of the board results. This section does not create a new entitlement and is not appealable.

Section 21.4 – MEB/PEB

1. A dual status technician who is pending disability retirement may be retained until the disability retirement process has been completed. The supervisor will make a recommendation based upon each individual situation. The recommendation will be forwarded up the supervisory chain of command and the Director, with CANG HRO concurrence, will make the final determination. The technician must turn in their retirement documents no later than receiving CANG HRO's notification of loss of military service.

2. If the employee is retained, he/she may be reassigned to a position which may be in a different work area or result in a reduction in grade and this action is not grievable.

ARTICLE 22 – IMPACT AND IMPLEMENTATION BARGAINING

Section 22.1 – Right to Impact and Implementation Bargaining (I & I Bargaining)

Agency exercise of a management right that changes a condition of employment is subject to impact and implementation (I & I) bargaining to the extent requirement by 5 U.S.C. 7106 (b)(1), (b)(2) and (b)(3) and any change thereto.

Section 22.2 – Scope

Matters appropriate for negotiations and consultation between the Agency and Labor Organization shall include personnel policies, practices and matters which affect working conditions. Working conditions include, but are not limited to, safety, labor management cooperation, employee services, methods of grievance adjustments, appeals, granting/denial of leave, merit promotion and placement plans, demotions practices, reduction in force procedures, hours of work and assignment procedures.

Section 22.3 – Procedures

1. The Agency will notify the Labor Organization in writing of an exercise of a management right that changes a condition of employment. The Agency will not implement the change until completion of I & I bargaining to include pending resolution of an impasse by the Federal Service Impasses Panel.
2. The Labor Organization has 10 working days from receipt of the proposed change in working condition to request bargaining. If no response is received the Agency is free to implement the proposed change.
3. The Agency and the Labor Organization agree that in cases of emergency, the Agency may engage in post-implementation bargaining but will notify the Labor Organization of doing so. An emergency is defined as a serious, unexpected, or dangerous situation that could not have been reasonably foreseen or predicted by either Party and that, if left unaddressed, would result in the Agency's failure to accomplish its mission or requires immediate action to prevent loss or injury to life and/or property. .
4. The Agency will provide the Labor Organization a written statement of the facts and justification supporting the need for emergency implementation and post-implementation bargaining.

Section 22.4 – Substantive Bargaining

1. Except as provided in 5 U.S.C. § 7116(A)(7) or this Agreement, an Agency's change of a condition of employment is subject to substantive bargaining—including bargaining over whether the change will occur at all if the change is:
 - a. not an exercise of a management right; and

b. not required by the Constitution of the United States, a federal statute, a government-wide regulation, or an agency regulation for which a compelling need exists.

ARTICLE 23 – REDUCTION IN FORCE

Section 23.1 – General

1. A Reduction in Force will be accomplished in accordance with applicable laws, rules and regulations and any changes thereto.

a. After The Adjutant General designates the specific area for RIF, a Labor Organization representative of the affected Labor Organization chapter will be included as an active participant in the RIF process, from that point until RIF process is complete or not utilized.

b. The Agency agrees to consider all reasonable actions to avoid or minimize the impact of a RIF. Consideration will be given to curtailing recruitment or promotion in the geographical or specialty area affected by the RIF. Existing vacancies will be considered to retain qualified Employees who would otherwise be separated. Every effort will be made, within budgetary and legal constraints, to retain Employees affected by a RIF to prevent separation.

c. Individual employees affected by a RIF will be notified of their options as soon as RIF determination has been established by the Agency.

Section 23.2 – Procedures

A Reduction in Force will be accomplished in accordance with applicable laws, rules and regulations to include OPM and DOD Directives. Article provisions will prevail in the event of conflict with agency directives. The Agency agrees to negotiate appropriate arrangements and procedures for those bargaining unit employees adversely affected by the implementation of this article.

Section 23.3 – Definitions

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

2. Competitive Areas: The boundary within which employees compete for retention and receive placement offers. A competitive area may be organizations and/or geographical location. It may be restricted to the commuting area or one organization or expanded to cover the entire state. The area may also include both the ARNG and ANG or be restricted to one service. At the time a RIF notification is received, impact bargaining will commence to clarify the portion of the bargaining unit affected.

3. Competitive Levels:

- a. A competitive level consists of Excepted or Competitive positions, independent of one another, within a competitive area, which are in the same grade, 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.
- b. Supervisory positions will not be placed in the same competitive level as bargaining unit employees.
- c. Non-bargaining unit employees will not compete with bargaining unit employees for bargaining unit positions.

3. Tenure Groups: Following the release of temporary employees, employees are divided into three (3) Tenure Groups:

Group I - Employees under permanent appointments that are not serving on probation or trial periods.

Group II - Employees serving on probation or trial periods.

Group III - Employees who have been given indefinite appointments in the excepted service.

5. Retention Registers: A record that lists employees in descending order, within their competitive levels, starting with the employee with the highest score first. Retention standing within each tenure group is established by using the following criteria:

- a. Each complete year of creditable service will be given one (1) point for each year. Creditable service is based upon service computation date.
- b. If a tie exists, the California Air National Guard Employee service date will be used as a tiebreaker.
- c. The retention register will be established in descending order.
- d. Once authority for a reduction in force has been received, receipt of a new performance appraisal will not affect the employees standing in the current reduction in force.

Section 23.4 – HRO Responsibilities

1. Upon notification from higher authority, meet with the Labor Organization to explain the need for a reduction in force, upon request provides all documents and correspondence received, relative to the RIF action. The parties will then negotiate the appropriate procedures to be used.
2. After impact bargaining with the Labor Organization, notification of the RIF will be in the form of a posted written general notice as far in advance as possible. The general notice will contain, if available the following information:

- a. The established agreed to competitive area.
 - b. The established date appraisals are to be/have been frozen.
 - c. The date personnel actions are frozen, i.e. reassignments, promotions, hiring, etc.
 - d. POC for program counseling.
 - e. Established date and times for appropriate separation briefings, and the screening of the manning documents to determine which vacancies will be needed for placement action.
 - f. Develop an aggressive placement program to include contact with other states, local federal activities, local government and private agencies.
3. A specific written notice will be given to each affected employee to be RIF'd at least 60 days prior to the effective date of the action. The 60 days advance notice period may be shortened in the event the RIF occurs as a result of unforeseen circumstances. This notice will state specific actions and known alternatives to be offered to the individual. The following information, as applicable, will be included when preparing a specific notice of reduction in force:
- a. Reason for the reduction.
 - b. Specific action to take place (e.g., separation, furlough offer of change to lower grade, etc.).
 - c. Title, grade, and salary of current position.
 - d. Competitive area and competitive level designated.
 - e. Service computation date, employee service date, and retention rating.
 - f. The position title, grade, salary, and location of any position offer or the reason why no offer can be made. Also, include the military grade requirements.
 - g. Reasons for any exceptions to retention order.
 - h. Effective date of proposed RIF (other than 15 December through 3 January).
 - i. Where the employee may review retention registers and RIF regulations and the HRO personnel specialist to contact for information.
 - j. Appeal rights, how to file them and any time limits imposed.
 - k. A clear explanation of the employees grade and/or pay retention entitlement.
 - l. Severance pay eligibility.

- m. Placement information and eligibility for reemployment priority list.
- n. Discontinued service retirement eligibility.
- o. A request for the employee to acknowledge receipt of the notice and to accept or decline any offer.

Section 23.5 – Placement Action

1. The Agency will take positive action to assist employees affected by RIF or transfer of function to be placed within the California Air National Guard.
2. Placement assistance will include contacts with other states, local federal activities, local government agencies and private agencies.
3. Reemployment Priority List. A reemployment priority list must be maintained for tenure groups I and II employees separated in a RIF. Upon receipt of a specific notice of separation, employees will be placed on this list, but only if they have not declined an offer that preserves a non-temporary, full-time position in their present grade, step, or equivalent salary. Employees will remain on this list for two (2) years, unless they decline in writing, accept a full-time position, or decline the offer of a full-time position in the Federal Government.

Section 23.6 – Appeals

1. A competing employee may appeal to the Adjutant General when he has received a specific notice of reduction in force, and he believes that the Agency incorrectly applied the provisions of the references cited in section 23-2 of this article.
 - a. An appeal may be submitted upon receipt of a specific notice, but no later than thirty (30) calendar days before the effective date of the action.
 - b. The appeal must be in writing and must include the following information: Name, SSAN, position title, series and grade, position description control number (PDCN), and the place of employment.
 - c. The appeal must clearly state the reason the employee believes the action affecting him/her is inappropriate, and must show that the Agency failed to comply with the RIF procedures outlined in this Article (e.g., insufficient notice, improper tenure grouping, and errors in service computation date).
2. Extension of Time Limit: The Adjutant General may extend the appeal time limit when the employee indicates that he was not notified of a time limit and otherwise was not aware of it, or that circumstances beyond his/her control prevented him/her from appealing within the time limit.

3. Decision on Appeal. The Adjutant General will issue a written decision and, where applicable, direct the HRO to take any necessary corrective action. A copy of the decision stating what corrective action will be taken is then forwarded to the employee. The decision of the Adjutant General is final and there is no further right or appeal. A copy of the decision issued by the Adjutant General will be furnished to all interested parties.
4. Corrective Action. The decision of the Adjutant General may require the HRO to take corrective action as follows:
 - a. Correct the retention register.
 - b. Correct the employee's specific notice.
 - c. Restore the employee to his/her former grade/pay level or one of like seniority, status, and pay when the employee was reduced or separated improperly.
 - d. Reimburse the employee for all pay lost as a result of any improper RIF action.
5. When a employee's appeal uncovers an error that does not change the outcome of the RIF, the Adjutant General will correct the error without requiring restoration or recall of the employee or employees involved.

Section 23.7 – RIF Committee

Management agrees to invite a Labor Organization representative to each RIF meeting. The Labor Organization may form a committee for the purpose of recommending appropriate arrangements to be utilized should the implementation of this article become necessary.

ARTICLE 24 – EMPLOYEE ASSISTANCE PROGRAM

Section 24.1 – General

The parties recognize the importance of programs established for the well-being of employees and their families. The Parties agree to encourage participation in appropriate programs.

Section 24.2 – 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 technicians in the immediate work environment. Supervisors may refer employees to EAP at any time; however participation in the program is strictly voluntary.

Section 24.3 – Resources

Dual status technicians may contact Military One Source at 800-342-9647 or www.militaryonesource.mil. Title 5 employees may contact Magellan Ascend at 866-580-9078-0364 or www.magellanascend.com.

ARTICLE 25 – CLASSIFICATION ACTIONS

Section 25.1 – General

It is agreed that all Classification procedures, actions and appeals will be done IAW laws, rules, and regulations. The Labor Organization will be notified of any changes IAW Article 22.

ARTICLE 26 – EQUAL EMPLOYMENT

Section 26.1 – Policy

The California National Guard Equal Employment Opportunity Policy will comply with EEO laws, rules, and regulations. . It assures equal employment, development, promotion, and treatment of the California National Guard employees. The Agency and the Labor Organization agree to cooperate to the fullest in providing equal employment opportunity for all qualified applicants and employees and to prohibit discrimination because of race, color, religion, sex (including pregnancy), national origin, age (40 or older). The parties agree to promote and support all programs for equal employment opportunity through a positive and continuing effort.

Section 26.2 – EEO Complaint Procedures

Any employee who believes they have been discriminated against in any matter because of race, color, religion, sex (including pregnancy), national origin, age (40 or older) may file an EEO complaint through the statutory procedures by contacting a designated EEO counselor for that specific area within 45 calendar days of the occurrence.

Section 26.3 – Complaints Alleging Sexual Harassment

1. The Agency and the Labor Organization agree that sexual harassment in the workplace will not be condoned.
2. Reported cases of harassment will receive prompt and positive action.
3. Any employee who feels they have been the victims of harassment may file a complaint through the statutory procedure by contacting an EEO counselor.

ARTICLE 27 – AGREEMENT ADMINISTRATION

Section 27.1 – Effective Date

1. The effective date of this Agreement shall be effective on the date that any of its provisions is approved, or not approved by the head of agency (DCPAS) under 5 U.S.C. § 7114(c). The effective date shall be stated on the cover of the agreement. Upon approval, this CBA takes precedent over any Bargaining Agreements that predate this Agreement.

Section 27.2 – Defense Civilian Personnel Advisory Service (DCPAS) Approval

1. DCPAS shall approve the agreement within thirty (30) days from the date the agreement is executed by the parties if the agreement is IAW applicable laws, rules, and regulations.
2. DCPAS does not approve or disapprove the agreement within the thirty (30) day period, the agreement shall take effect on the thirty-first (31st) calendar day and be binding on the Agency and the Labor Organization subject to the provisions of applicable laws, rules, and regulations.
3. In the event that a particular article or section of an article is not approved by DCPAS, the remainder of the agreement shall take effect as provided by law. The articles or sections of an article not approved by DCPAS will be negotiated per the Memorandum of Understanding Proposed Ground Rules for Contract Negotiations, dated 01/12/2022.

Section 27.3 – Agreement Duration

1. This agreement will remain in effect for three (3) years from the date of approval by the Agency, or, under the provisions of Chapter 71 of Title 5 U.S. Code whichever is applicable.
2. This CBA shall expire three (3) years after the approval date of DCPAS. Further, the CBA will be terminated by TAG upon certification by proper authority that the Labor Organization no longer represents the Employees in the Bargaining Unit.
 - a. The terms of this CBA may be extended beyond the expiration date:
 - (1) In one (1) year increments based on mutual agreement of the parties.
 - (2) During a period of declared National or State emergency by the mutual consent of the parties.
3. The provisions of this CBA will remain in effect until a subsequent CBA between the parties is negotiated and approved by DCPAS, provided those portions of the CBA which have not been settled have been submitted for third party decision.

Section 27.4 – Agreement Amendments/Supplements

1. This Agreement may be amendments or supplements during the Agreement lifetime under one of the following procedures:
 - a. At any time, either party to this agreement may by written notice require negotiations for the purpose of supplementing this agreement with provisions not covered by this agreement.
 - b. Either party may require negotiations to amend no more than 5 articles of this agreement if written notice identifying the articles proposed to be amended is provided to the other party no earlier than 16 and no later than 18 months after the date this agreement becomes effective.
 - c. At any time, by mutual consent, for the purpose of amending or supplementing this agreement.
2. When a party by written notice requires negotiations under paragraph a, the other party will agree to meet within 30 days after the notice to negotiate, unless the notifying party consents to meet later.
3. An amendment or supplement to the agreement will have the same expiration date as the other provisions of this agreement.
 - a. 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.
4. Representatives of the Agency and the Labor Organization will meet within fourteen (14) 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 will be considered. 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 this article.

Section 27.6 – Negotiating a New Agreement

1. Negotiations for a new agreement will commence no earlier than one hundred fifty (150) calendar days or later than ninety (90) calendar days prior to the termination of this agreement.
2. Thirty (30) days prior to the start of negotiations of a new agreement, representatives of the Agency and representatives of the Labor Organization will meet to initiate a Memorandum of Understanding establishing the ground rules for the conduct of negotiations.

APPENDIX 1

Notice of Right to Union Representation During Administrative Investigations

DATE:

MEMORANDUM FOR:

1. You are being questioned pursuant to an administrative investigation. In accordance with (IAW) Article 1, Section 1.11, and IAW 5 USC §7114(a)(2)(B), you have the legal right to request Union representation during any examination or questioning by a representative of the CAANG.

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

a. The Union representative is present (either in person or via teleconference);

b. You are advised of the subject and purpose of the interview; and,

c. You have had an opportunity to consult in private with the Union designated representative.

3. Please indicate your selection below:

a. _____ I wish to exercise my right to Union representation.

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

EMPLOYEE SIGNATURE

DATE

4. Point of contact is the undersigned.

AGENCY REPRESENTATIVE NAME

Telephone:

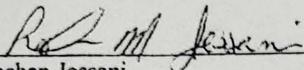
E-mail:

Signature Page

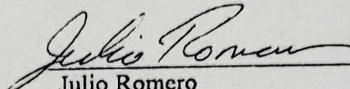
This Agreement was executed by the Parties on **September 6, 2022**.

On Behalf of the Agency

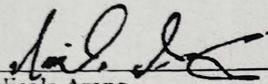
On Behalf of the Union



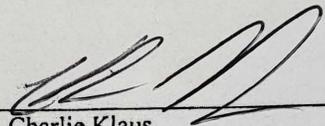
Roshan Jessani
Chief Negotiator



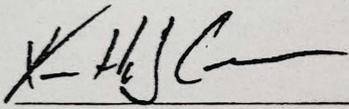
Julio Romero
Chief Negotiator



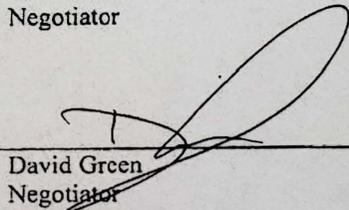
Nicole Arong
Negotiator



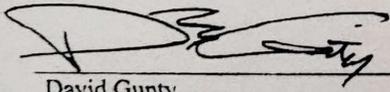
Charlie Klaus
Negotiator



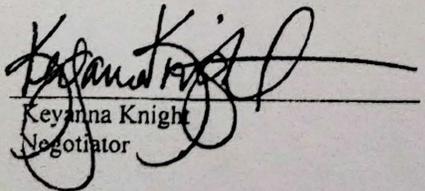
Kenneth Cosgrove
Negotiator



David Green
Negotiator



David Gunty
Negotiator



Keyanna Knight
Negotiator