

Labor Relations Agreement

Between

The Adjutant General of Kansas

Kansas Army National Guard

And

Jayhawk Chapter

Association of Civilian Technicians

Approved 24 April 2004

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MEMORANDUM OF UNDERSTANDING
BETWEEN
THE ADJUTANT GENERAL, STATE OF KANSAS
AND
THE JAYHAWK CHAPTER
OF
THE ASSOCIATION OF CIVILIAN TECHNICIANS

1. PURPOSE: The Adjutant General of Kansas is hereinafter referred to as the Employer; and the Association of Civilian Technicians, Jayhawk Chapter, hereinafter referred to as the Union; collectively referred to as the Parties; it is agreed that the following conditions and procedures will be adhered to in negotiating their collective bargaining agreement.

Stipulations:

1a. The Parties agree that the “Jayhawk Chapter”, herein referred to as the Union, for the life of the contract, has exclusive representative rights over the bargaining unit members described in the Certification of Representative dated 2 August 1995.

1b. The Adjutant General of Kansas, as the Employer, has overall authority over all personnel matters, to include labor relations matters arising in this state, as established under Title 32 U.S.C. This includes negotiations with an exclusive representative.

2. CONTRACT NEGOTIATIONS: It is agreed between the named parties that Initial Agreement (IA) contract negotiations will be officially opened no later than 75 days from the execution of this MOU.

3. CURRENT AGREEMENT: There is currently not a negotiated agreement with Jayhawk Chapter The Association of Civilian Technicians. The parties are currently abiding by past practice and to the extent the former NAGE contract establishes conditions of employment which by law are in effect.

4. CONTRACT PROPOSALS:

4a. The parties may file initial proposals to the opposing party anytime between the execution of this MOU and up to 45 days following that date. During the negotiation process, counter proposals may be submitted as necessary to facilitate the negotiations. Each of the parties will provide the other with seven (7) copies of their proposals.

4b. Once an article is agreed to by both parties, it will not be re-opened, and both Parties agree that every effort will be made to avoid advancing new proposals once formal negotiations begin, unless there is mutual consent, or said proposals are in response to change in law.

5. NEGOTIATING TEAMS AND MEMBERS: The negotiation teams will be comprised of five (5) regular members. Each side shall have four (4) alternate members. A minimum of four members from each team must be present in order to conduct negotiations. The names of the team members will be provided to the other side in writing, no later than ten (10) days prior to the first formal negotiation session, with the full assurance of authority by the Adjutant General and the Labor Organization to negotiate an agreement. Subsequent changes to the negotiation teams (or alternates) must be announced by a revision to the roster, and served to the opposite party to the negotiation, a minimum of three workdays before the new member(s) may participate in any negotiating session.

5a. Those negotiations team members, who are employees of the Kansas National Guard, will be considered on official time while traveling to and from, and participating in the negotiation process, provided they are otherwise in a duty status. This includes alternate members who may attend as observers.

5b. A total of 200 hours of official time is provided to the Jayhawk Chapter for initial preparation for Initial Agreement negotiations. All negotiators and observers will be on official time for attendance at negotiation sessions and preparation for negotiations, provided they are otherwise in a duty status. If a negotiation session is postponed or recessed the labor organization negotiators will have the remainder of any such session on official time for preparation for the next session.

5c. The Chief-spokesperson for each party will be authorized to make a decision to: accept a proposal, submit a counter proposal, withdraw a proposal, deem proposals to be at impasse, or table a proposal.

6. NEGOTIATION SESSIONS: Negotiation sessions will be convened at a time and place as agreed to by the chief spokespersons. Place of negotiations will be where both teams will have access to Photostat/fax and like office machines. It is agreed that in the interest of efficiency and consistent with statutory intent in

order to approach the negotiations with a sincere resolve to reach a collective bargaining agreement, negotiation sessions will be accomplished as frequently as possible, and will avoid unnecessary delays. The Parties recognize a mutual obligation to conduct negotiations in the spirit of "Good Faith" bargaining with an objective toward reaching meaningful agreement on all negotiable issues presented.

6a. The initial negotiations will be on Tuesday, Wednesday, and Thursday, from 0900 hours to 1500 with breaks by mutual agreement. Sessions will be conducted every two weeks until negotiations have covered all of the originally submitted proposal (s), and originally submitted counterproposal (s) by the parties. The parties will then assess the status of the remaining issues and schedule additional bargaining sessions at the earliest opportunity for both parties. All bargaining sessions will be scheduled as a minimum in three-day increments and will not exceed three-week intervals except by mutual consent. Cancellation of any negotiation session will only be by mutual concurrence. Spokespersons will concur on an adjusted schedule, if required, and will in any case agree as to the schedule for the next session prior to the cancellation of any scheduled negotiation session.

6b. Proposals shall be discussed in numerical sequence and the Parties shall proceed in this fashion until all proposals have been discussed. Proposals on which agreements cannot be reached may be set aside and the Parties may move on to the next sequential proposal. Should a proposal be tabled pending further study or it appears no agreement can be reached, it may not be brought off the table without mutual consent of the parties. Should the proposal remain tabled until all remaining contract issues have been discussed and/or agreed to, then all tabled proposals will be removed individually from the table in the same sequence as tabled, and will be discussed in a final attempt to reach an agreement.

6c. After a reasonable amount of time, the Parties may agree on a recess of no more than forty five (45) days to reevaluate their respective positions on the remaining proposals, after which time, the Parties will return to the table and again attempt to reach agreement on those issues/proposals remaining.

6d. During negotiation sessions each team will have one chief spokesperson. With mutual concurrence each side has the right to call subject matter specialists, on official time, for the express purpose of providing information on a particular area of concern. Neither subject matter specialists nor observers may participate in actual negotiations. Except upon concurrence of both sides, subject matter specialists will depart upon completion of their presentation.

6e. When both Parties have agreed to the content of an article/section, the item shall be reduced to written form and initialed by the chief spokespersons. When negotiations on a complete article have been concluded the chief

spokespersons shall initial along side the article number and subsequent article pages. All initials will be dated. This initialing shall conclude negotiations on that particular article. Previously agreed to items may only be opened for further negotiations by mutual consent. This does not preclude the parties from returning to previously agreed-to items for the purpose of establishing language consistency within the agreement. All initialed agreements signify a binding agreement between the two parties.

6f. Either side may caucus at any time it becomes necessary not to exceed 30 minutes. If a party will require additional caucus time, they will notify the other party of the estimated amount of additional time needed prior to the end of the 30 minute period. Recesses will be by mutual consent. A designated caucus area, equipped with local commercial telephone service, and access to a fax and copy machine shall be provided by the Employer.

6g. Each party shall be responsible for maintaining their own notes. There will be no electronic recording devices of any type used in any negotiation meeting by either party. Once Chief Negotiators agree to a proposal, and initial it, the Employer will prepare a final typed copy of the proposal and provide it to the Chief Negotiators for signing as soon as possible but not later than the next session of negotiations. When the Chief Negotiators agree that the proposal is accurate and sign it, each member of the respective teams will receive a copy at that time.

6h. A concerted effort will be made to keep interruptions of negotiation sessions to a minimum. Telephone messages will be maintained by the receiver, and will only be passed to the effected person during breaks or caucuses, unless described as an emergency.

6i. Only those persons designated in accordance with this Memorandum of Understanding will be allowed to attend official contract negotiations. Negotiating sessions will be closed to the general public. In order to enhance the negotiation process the parties agree that public statements in regard to the negotiation process should not be made. This will include news releases, or detailed explanations to the general public or workforce. Bargaining goals/positions will not be made known to non-bargaining participants prior the conclusion of basic negotiations.

6j. Labor Organization negotiators will not be required to wear the military uniform while engaged in the collective bargaining process. This includes all travel, preparation for and attendance at bargaining sessions. Military titles will not be required.

7. EXECUTION AND APPROVAL: Upon conclusion of contract negotiations and completion of any Federal Service Impasses Panel (FSIP) proceedings (other than FSIP proceedings, described in paragraph 8, which occur after an

FLRA or judicial negotiability determination), the Employer will type in final draft form all provisions that were initialed as agreed to, and any provision resulting from FSIP proceedings, and provide seven (7) copies of the resulting draft contract to the Union. Upon delivery of these copies to the Union, the parties will have thirty (30) days to identify any error. As used in this paragraph, "error" means any difference between a provision as it appears in the draft contract and as the agreement was signed by the parties' chief spokespersons under paragraph 6e. The employer will promptly correct such errors.

7a. Upon completion of the thirty (30) day period described in this paragraph and the correction of any error in the draft, the union will submit the draft, with favorable recommendation, for ratification by the members of the Jayhawk Chapter. If the members do not ratify any provision, the parties will re-negotiate. Within five days after completion of negotiations and ratification of all provisions by the chapter membership, the parties will execute the resulting contract. To execute the contract, the Chief spokespersons of each party will sign and date the agreement. Following this process, the Agreement will be executed by affixing the signature of The Adjutant General and the Chapter President and forward it to Defense Civilian Personnel Management Service (DCPMS), Field Advisory Services Division, Labor Relations Branch for review and approval, IAW Chapter 71 Title 5 U.S.C. 7114c. A copy of the MOU shall also accompany the agreement submission.

8. PROPOSALS AND PROVISIONS REMAINING AT ISSUE: At anytime during or following these last attempts to arrive at agreement either of the Parties may declare that the Parties are at impasse on the remaining issues and the services of the Federal Mediations and Conciliation Service (FMCS) may be requested, mutually or by the declaring Party. Unsuccessful resolution of the issues with the assistance of the FMCS will entitle either of the Parties to request the services of the Federal Service Impasse Panel (FSIP).

8a. The process of approval of the collective bargaining agreement will not be delayed as a result of negotiability issues pending FLRA or judicial decision, provided that resolution of the issues do not affect the interpretation of other articles within the remainder of the agreement.

Upon receipt of a final, non-reviewable FLRA or judicial decision holding negotiable a proposal that had been referred by a party to the FLRA, the parties promptly shall negotiate the subject of the proposal either to impasse, with referral to the FSIP, or to executed agreement.

The Employer shall deliver to the Department of Defense Field Advisory Service, for consideration under 5 U.S.C. § 7114(c), a provision either adopted by FSIP order or executed by the parties after a final negotiability determination. The effective date of the provision, and any portion thereof, shall be the 31st day

after adoption or execution of the provision or the date the provision is approved under § 7114(c), whichever occurs first.

8b. Nothing in these ground rules shall preclude the Parties from mutually agreeing to continue attempts to resolve issues submitted to a third Party for resolution.

9. CONTRACT EFFECTIVE DATE: The effective date of the new agreement shall be the 31st day from the execution of signing by the Labor Organization and the Adjutant General, or the date of Agency approval, whichever occurs first. A copy of the MOU shall also accompany the agreement submission. The chief spokesperson for each party shall be provided a copy of the cover letter that accompanies the executed agreement, when submitted for agency head review.

Specific provisions not approved by the Agency shall later be incorporated, when approved by the Agency, after the parties have discussed and made appropriate revisions if required or as provided for in paragraph 8 above. The effective date of these revisions shall be the 31st day from the execution by the parties, or the date of Agency approval, whichever comes first. These provisions shall expire on the same date as the basic agreement, unless otherwise provided for.

10. MISCELLANEOUS:

10a. The employer will make available, all basic governing rules and regulations for technician employment. These will include the Code of Federal Regulations (CFR) and any Federal Personnel Manuals and applicable National Guard Technician Regulations.

10b. For the duration of this agreement, management will cover up to \$1500.00 for travel & per diem for Kansas Labor organization representatives for the conduct of negotiations.

10c. Government transportation is authorized for local ACT negotiators who are on official time for the purposes of attending negotiation sessions.

10d. The cost of publishing the negotiated agreement will be borne by the Employer.

11. MOU EFFECTIVE DATE: This memorandum of understanding, establishing the ground rules for Initial Agreement negotiations between the parties shall be effective on the date of execution between the parties. This memorandum of understanding will remain in effect for the duration of the collective bargaining

agreement and by reference is incorporated therein. For any negotiations during the lifetime of the agreement, the parties may mutually agree to reduce the number of negotiators per team, for the efficiency of the negotiations, depending on the subject matter.

Dated _____

FOR THE EMPLOYER

FOR THE LABOR ORGANIZATION

Article I

General Provisions

1-1 Agreement

Pursuant to policy set forth in Public Law, and subject to all applicable existing or future Federal statutes and currently existing government wide rules and regulations issued by controlling authorities, the following articles constitute an agreement by and between The Adjutant General of Kansas, Topeka, Kansas, hereinafter referred to as the "employer", and the Jayhawk Chapter, Association of Civilian Technicians representing Kansas Army National Guard technicians (statewide), hereinafter referred to as the "labor organization".

1-2 Mutual Covenants

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

a. Promote and improve the efficient administration of the Kansas Army National Guard and the well being of its employees within the meaning of Public Law.

b. Provide for the highest degree of efficiency in the accomplishment of the mission of the agency.

c. To establish a basic understanding relative to personnel policy, practices and procedures and matters affecting conditions of employment within the jurisdiction of the Adjutant General.

d. To provide means for amicable discussion and adjustment to matters of mutual interest.

e. Promote employee communications and distribution of personnel policies and procedures.

1-3 Bargaining Unit

It is recognized by the employer that the Association of Civilian Technicians has been designated and selected by a majority of the employees as their representative for purposes of exclusive recognition, and that pursuant to 5 USC Chapter 71, the said organization is the exclusive representative of all technicians in the bargaining unit.

INCLUDED: All wage grade and general schedule employees employed by the agency.

EXCLUDED: All managerial and supervisory employees, to include those employees involved with federal personnel work in other than purely clerical capacity. **NOTE:** In applying this paragraph, §7112 of 5 USC pertaining to supervisors and others who must be excluded from the bargaining unit will prevail. Any changes to the bargaining unit, after the effective date of this agreement, will be through mutual consent or a FLRA clarification of unit.

1-4 Application

This agreement, to include all articles herein, is applicable to all bargaining unit employees, whether labor organization members or not.

1-5 Contract Enforcement

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

1-6 Gender Reference

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

Article 2

Employee Rights

2-1 Statutory Provisions

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 bargaining unit member for the payment of dues through payroll deductions. In addition, the employee is not precluded from:

(a) being represented by an attorney or other representative, other than the labor organization, of the employee’s own choosing in any grievance or appeal action; or

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

2-2 Employee Participation

The employer recognizes the right of employees to organize and express their views collectively or to refrain from such activity. In addition this agreement does not preclude any employee, regardless of union membership, from bringing matters of personal concern to the attention of the appropriate officials in accordance with applicable law, rule, regulation or policy.

Article 3

Employer Rights

3-1. Statutory Provisions

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

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

(2) In accordance with applicable laws -

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

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

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

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

(ii) any other appropriate source; and

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

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

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

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

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

Article 4

Labor Organization Rights & Duties

4-1. Exclusive Representation:

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

4-2. Representation Rights:

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

a. The employer representative may advise the employee of the right to representation prior to any examination that may result in disciplinary action.

b. When the employer interviews employees in preparation for an unfair labor practice hearing and an arbitration proceeding, the employer will; (1) inform the employee who is being questioned of the purpose of the questioning, assure the employee that no reprisal will take place if he or she refuses to answer questions, and obtain the employee's participation on a voluntary basis; (2) the questioning must occur in a context which is not coercive in nature; and (3) the questions must not exceed the scope of the legitimate purpose of the inquiry or otherwise interfere with employee's statutory rights.

4-3. National Representation:

Upon written notification by the local labor organization president, an assigned ACT National Field Representative may represent the bargaining unit in negotiations, third party proceedings or other matters.

a. The employer recognizes the right of the Labor Organization's National Organization to visit any installation of the agency for which the Jayhawk Chapter has exclusive recognition.

b. Notification of a proposed visit under this section should be made to the Office of The Human Resource Officer/Labor Relations Officer normally not later than 48 hours prior to arrival, otherwise as soon as the requirement is reasonably known.

c. Notification will include the identity of the visitor, the expected date of arrival, the approximate duration of meetings and the purpose of the visit.

d. Full compliance with security regulations of the agency will be maintained.

4-4. Labor Organization Employee Obligation:

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 discriminate against an employee with regard to the terms or conditions of membership in the labor organization on the basis of race, color, creed, national origin, sex, age, political affiliation, marital status or handicapping condition.

4-5. Internal Labor Organization Business:

It is agreed that internal labor organization business such as soliciting membership, collecting dues, electing officers, meetings, posting and distributing literature (unless the literature concerns conditions of employment) will be conducted during non-duty hours of the employees involved.

4-6. Informational Picketing:

The labor organization and employees may participate in informational picketing of the employer in a labor management dispute if such picketing does not interfere with the agency's operations.

Article 5

Labor Organization Shop Stewards

5- 1. Shop Steward

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

5-2. Steward Assignment

Pursuant to this agreement, the labor organization will designate stewards consistent with the obligation to provide representatives to the bargaining unit. The employer agrees that there will be no interference or coercion against any Labor Organization Official and/or Shop Steward because of his performance of official functions in accordance with Public Law.

5-3. Number of Stewards

The employer agrees to recognize as representatives of Jayhawk Chapter ACT, the duly elected officers and a reasonable number of Shop Stewards (based at 15). The labor organization may designate a temporary steward in the event four (4) or more bargaining unit members are sent TDY. If needed, the steward will be selected from the members going TDY.

5-4. Officer and Steward Listing

The Labor Organization shall maintain a listing of its Officers and Stewards together with their respective areas of responsibility. This listing, and appropriate changes to maintain currency, will be furnished to the Labor Relations Officer.

Article 6

Labor Organization Business Office

6-1. Office:

a. The employer will provide the labor organization with an adequate office area. No changes to office location, services, or size will be made without mutual agreement. The office space will be environmentally supported in the same manner as the rest of the building.

b. Additionally, the employer agrees to furnish at each location where required by a labor organization area representative or officer, reasonable space to provide for storage of records and supplies. This space is available for consultations and preparation of documentation to support actions and other regularly required labor organization functions as permitted under Public Law.

6-2. Communications For Labor Organization Representatives (Telephone/FAX/Copier/LAN):

a. The employer will provide telephone service for official business, when possible.

b. The employer agrees to allow the labor organization use of existing copier/fax equipment for official use only.

c. Access to the LAN system will be made available when possible, with the following conditions.

1. All use of the LAN will be monitored IAW applicable current laws, regulations and policies.
2. The LAN will be used for official business only on official time.

6-3. Bulletin Boards

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

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

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

c. On other existing bulletin boards, if required to identify the area shop steward.

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

6-4. Mail Distribution:

a. A mail distribution box will be provided to the labor organization at the central distribution point and each facility of the Kansas Army Nation Guard.

b. As employees, labor organization representatives are provided with an e-mail address and have access to a computer at their work site. Representatives may use this address for official labor organization communications (official business only).

6-5. Furniture:

The labor organization will be afforded the opportunity to screen excess office equipment and furniture and utilize such available equipment and furniture as needed.

Article 7

Labor / Management Cooperation

7-1. Employer Information:

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

7-2. Labor Organization Information:

The labor organization agrees to provide the Human Resources Office, Labor Relations Specialist with any pertinent labor/management relations' information that they receive.

7-3. Bargaining Unit Members:

a. The employer agrees to furnish the labor organization, updated periodically (a minimum of quarterly), a list of bargaining unit members by location, which reflects the most current technician assignments and business addresses.

b. Additionally, Organization charts will be made available at each location/activity showing all positions, to include name, grade, position title and appropriate position description numbers (including vacant positions).

c. Information relating to employee's positions is available through HRO LRS upon request. This includes incumbent status, Function Activity Codes (FAC) etc.

7-4. Labor/Management Training:

The Employer and Labor Organization will insure that all supervisory/management personnel and Labor Representatives are trained as to the provisions of this agreement. Members of both negotiating teams will jointly present the initial training following the implementation of this contract to a forum of both supervisor/management personnel and Labor Representatives. (Procedures mutually agreed to between Mgmt & Labor)

7-5. Committee Membership:

The Labor Organization shall be granted membership if it so requests on the following, where applicable:

- a. Safety Committees.

b. ISO 9000-2000 Quality Steering Committees.

c. Tool Committees.

The labor organization may request participation on other committees as appropriate.

7-6. WAGE-BOARD COMMITTEE REPRESENTATION:

a. The employer agrees to notify the labor organization promptly after receipt of a notification of a pending wage survey from DOD. The labor organization will be permitted to participate in wage surveys in accordance with applicable regulations following coordination with HRO/LRS and concurrence of the lead agency.

b. Representatives of the labor organization, following coordination with HRO/LRS and concurrence of the lead agency, shall be afforded time to meet with and discuss overall concerns with personnel conducting the survey. Official Time will be used to perform said duties.

7-7. STATE LABOR MANAGEMENT MEETINGS:

Upon occasion labor management meetings at the State level may be necessary. Either party can request a meeting through the LRS. The request will outline the issues in sufficient detail to determine the need and or urgency.

7-8. PARKING:

After designation of parking spaces for essential military vehicles in daily use and those required for unspecified visitors and handicapped parking, the facility supervisor may assign the remaining spaces to supervisors and employees based on seniority (service computation date) and individual choice.

ARTICLE 8

OFFICIAL TIME FOR LABOR ORGANIZATION REPRESENTATIVES

8-1 OFFICIAL TIME:

Official time will be made available without loss of annual leave during normal duty hours for the labor organization representatives to carry on business that is of mutual interest to the employing agency and the labor organization. Supervisors will attempt to adjust labor organization representatives' normal work schedule to provide for maximum utilization of the approved official time provisions contained within this article except for critical mission requirements. The employer agrees that there will be no interference or coercion against any Labor Organization Official and/or Shop Steward because of his performance of official functions in accordance with the Federal Labor Management Relations Statute.

8-2 APPROPRIATE USES OF OFFICIAL TIME:

Labor organization representatives will request official time for official business by notifying their immediate supervisor and obtaining concurrence prior to leaving their work area. Labor organization representatives will provide adequate information to the supervisor so the AGKS-HRO/LRS Form 1 can be filled out in total. Unless mission requirements preclude concurrence, the supervisor will concur with the request for official time. The delay should be only for the time that the mission requires the presence of that representative. After completion of the representational activity, the labor organization representative will notify his supervisor of his return by the most appropriate means. Official time provisions, in accordance with the Federal Service Labor-Management Relations Statute, 5 USC 7131, include, but shall not be limited to:

- a. Steward(s) conferring with employees and/or supervisors on grievances.
- b. Labor management meetings held on a scheduled or as needed basis.
- c. Preparation time for negotiations, appeal(s), grievances, complaints or scheduled meeting(s).
- d. Travel time to and from pre-arranged meetings with the Adjutant General or other management officials. In accordance with applicable JTR/regulations and through coordination with the HRO/LRS, approved labor organization representatives will receive travel and per diem allowances when these meetings are scheduled out of the representative's immediate area.

e. To prepare and maintain records and reports required of the labor organization by federal agencies. i.e. to maintain financial records and books required by the Department of Labor, IRS, etc.

f. Reasonable time will be allowed union officials and employees to change clothes prior to and subsequent to situations contained in the civilian attire section 8-4.

8-3 REPRESENTATIVE TRAINING:

a. The labor organization is authorized official time for training of officer and shop stewards. It is understood that this training will be of mutual concern to management and necessary to the employee as a representative of the labor organization. Supervisor approval will be granted except when there are mission-related reasons requiring mandatory coverage and/or mission of the functional area precludes such release. If the representative is required to remain on duty to support mission essential requirements and cannot be replaced by another individual, official time may be denied. Ordinary or routine work requirements will not preclude the release of employees under this section.

b. The labor organization will request this official time by letter, including a copy of the agenda or program and a description of the training for which the official time is requested, to the Human Resources Office/Labor Relations Officer for approval at least 10 working days prior to the training.

c. Normally 4 days per year, per person, of training (excluding travel to the training) will be authorized for labor organization officers and stewards. Additional training days will be considered if the requirements described in 8-3 a. and 8-3 b. above are met.

8-4 CIVILIAN ATTIRE:

Labor Organization representatives are not required to wear the military uniform while performing representational functions or other Labor Organization activity related functions. These functions include 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, Wage Setting Authority, etc.

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 (i.e. arbitration, mediation, impasse, FLRA hearings).

g. Employees in the bargaining unit will not be required to wear the military uniform when appearing as a grievant or a witness at any third party proceeding conducted by FLRA, FSIP, an adverse action hearing examiner, and/or a grievance arbitrator.

Article 9

Hours of Work

9-1. Administrative Work Week:

The administrative workweek is established as 0001 Sunday through 2400 Saturday with Sunday as the first day.

9-2. Basic Work Week:

The basic workweek is established as forty (40) hours worked during the administrative workweek.

9-3. Basic Work Tour:

The basic work tour will consist of eighty (80) creditable hours per bi-weekly pay period.

9-4. Standard Schedules:

a. Standard work hours will be from 0730 to 1130 hrs and 1200 to 1600. It is recognized however that it may be necessary to establish different hours depending on the mission, work areas or type of installation within the State. The employer 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.

b. Each employee is authorized up to one (1) hour of duty free (off the clock) time for a lunch break each day. The lunch periods will normally be scheduled between 1030 and 1300. All bargaining unit members will be authorized to use up to a sixty (60) minute period within this time frame, subject to mission requirements.

c. Management will make every effort to coordinate the workload to allow the uninterrupted lunch break. It is understood that unscheduled events may disrupt this time, but this shall not be a continual (normal) practice. Shift workers normally will be allowed their lunch period midpoint in the shift. Employees scheduled to work through their normal scheduled lunch period will have their lunch period rescheduled or receive compensatory time. In exceptional circumstances supervisors may allow employees up to 20 minutes to consume lunch within close proximity of their workstation while still available for work assignments.

9-5. Alternate Work Schedules:

a. Alternate work schedules will be conducted IAW policy established by the Adjutant General. Alternate work schedules may be implemented to meet mission requirements, achieve resource economies and improve work center effectiveness.

b. Parameters of alternative work schedules:

(1) Success or failure of alternate work schedules is dependent on a good employer/employee relationship and careful planning. The employee must recognize that this work schedule is a privilege that is accompanied by a degree of individual responsibility. It is not a right but a trust and the employee is expected to fulfill the commitment to account for a full days work. Supervisors will remove those employees that cannot comply with the Adjutant General's policy.

(2) The Adjutant General reserves the right to cancel or change alternative work schedules should he deem it necessary. Supervisors may deny or adjust alternative work schedules in compliance with the Adjutant General's policy.

c. Definition of Terms:

(1) Core Hours: Core hours is that portion of the day, excluding the approved off the clock lunch period, during which all employees must be present for work. Core time has been established as 0900 to 1500 hours.

d. Mission Requirements: Management will have 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.

e. Lunch Periods: Lunch periods are periods of time not on duty. Lunch periods of up to (1) hour may be authorized for all employees. As an example, an employee reports to work at 0730 and has a supervisory-approved one-hour lunch period from 1130-1230. The end of the duty day for a 9-hour day work schedule would be 1730. Personnel working an alternative straight compressed work schedule are authorized a period of twenty (20) minutes to consume lunch counted as time worked. During the twenty (20) minute period, the employee must stay in close proximity to their work station or be immediately available for work, and will not conduct personal business to include running errands, visiting the Post Office, picking up lunch, etc. An example of an alternative straight compressed work schedule would be an employee reports for work at 0730, has a 20 minute period to consume lunch at their desk, eating between phone calls etc. and ends the duty day at 1630.

f. Break Periods: Break periods of 15 minutes will normally be held midway into the employee's morning and afternoon work periods. Break periods will not be authorized if the work period is less than four (4) hours.

g. 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 for resolution.

9-6. Special Shift Assignments:

The employer agrees that any employee who requests to work specific shift because of personal and/or family problems (i.e. to attend educational classes, single parents, sickness in the family) will receive special consideration in shift selections.

9-7. Shift Change Notification:

a. Employees will be notified as soon as the employer recognizes the requirement for a shift change but no less than seven (7) days in advance of a shift change. Work schedules will be posted as soon as the employer recognizes the requirement for shift change, in each work area, no less than seven (7) days in advance.

b. Employees will be notified of unusual work schedules or duties no less than seven (7) days in advance. Shift differential, when authorized, for the original shift will be paid if the proper notice period is not provided. A situation which imposes immediate and unforeseen work requirements as a result of natural phenomena or mission related circumstances beyond the employer's reasonable control or ability to anticipate, or the Employer determines that the activity would be seriously handicapped in carrying out its functions or that costs would be substantially increased, the Employer is excluded from the seven (7) day notice requirement.

9-8. Clean-up Time:

The employer agrees to allow a reasonable amount of time, normally a five (5) to fifteen (15) minute period immediately preceding the lunch period and at the end of each workday to permit employees engaged in work involving dirty, toxic, or hazardous substances, for personal clean-up.

9-9. Standby and On Call

a. Standby status is when an employee is on paid duty status and the employee is restricted by official order to a designated duty post ready to perform work. No standby at home in a non-pay status will be required of any employee.

- b. On-call status is when an employee is off duty in a non-pay status if:
 - (1) The employee is allowed to leave a telephone number or carry an electronic device and remain within a reasonable callback radius.
 - (2) The employee is allowed to make arrangements for another person to perform any work that may arise during the on-call period.

9-10. Break Time:

Based on criteria below, short rest periods may be granted each work day for:

- a. Protection of technician's health by relief from hazardous work or that requires continual and/or considerable physical exertion.
- b. Working in confined spaces or in areas where normal personal activities are restricted.

Every employee shall be afforded the opportunity for a scheduled fifteen (15) minute break during each four-hour work period that he works. Unforeseen circumstances may cause a break to be rescheduled. The scheduled rest period may not be a continuation of the lunch period and is provided for:

- (1) Reduction of accident potential by elimination of fatigue.
- (2) Increase in, or maintenance of, high quality and/or quantity production traceable to the rest period.
- c. Rest period granted in accordance with these provisions are included in the daily tour of duty. Rest periods other than those provided herein may not be considered as part of the daily tour of duty; such periods must be charged to the appropriate type of leave.

9-11. Premium Pay:

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

9-12. Excused Absences:

For inclement weather and administrative leave refer to Article X Leave.

Article 10

Leave

10-1. General:

The provisions of this article establish the basic leave policies for employees of the Kansas Army National Guard. The employer will notify the labor organization of changes to leave policies. The supervisory chain will be primarily responsible for approving leave.

10-2. Annual Leave:

a. Annual leave will be administered on a uniform and equitable basis within the scope of applicable regulations. Whenever possible, vacation leave may be scheduled so that employees are permitted at least two (2) consecutive weeks annual leave during each calendar year. The scheduling supervisor will make every effort to assure that an employee will not lose annual leave.

b. Each employee will normally be allowed to schedule/use annual leave in the amount that will normally accrue during the current leave year. The supervisor, based on the mission, will endeavor to afford each employee leave at the time the employee considers convenient and desirable. Should the leave approving official deem it necessary to cancel previously approved leave, the supervisor will inform the employee of the reasons for such action as soon as the requirement for such action is known. In situations where there are more employees requesting leave for a particular period than can be approved due to mission requirements, the supervisor will determine based on employee qualifications and capabilities as well as items such as use or lose annual leave, comp time balances etc.

c. Unscheduled annual leave. The employee will contact the supervisor before or as soon as possible after the start of the shift. The employer agrees to grant the request for unscheduled annual leave if possible based on mission requirements. In situations where the employee finds it impossible to contact the supervisor immediately following the start of the shift, supervisors may grant a two-hour grace period, when an employee presents a justified reason for delay. Notification that does not meet the two-hour criteria will be dealt with on a case by case basis. The supervisor may request documentation to substantiate an emergency.

d. Employer agrees to maintain a reasonable leave policy and will not unreasonably restrict employees from taking short periods of annual leave. Annual leave may be granted for miscellaneous uses in increments of one tenth of an hour (.1). This grant will normally be made to permit employee to conduct personal obligations that cannot be accomplished during non-working hours. The employer agrees to follow a liberal annual leave policy for all employees with regard to holidays not designated as Federal holidays.

e. A maximum of 240 hours of accumulated leave may be carried forward to the new leave year without forfeiture. Leave forfeited under Title 5 USC 6304, may be restored if it meets the criteria of Title 5 USC 630.311. Requests will be forwarded by the supervisory chain to HRO for approval.

f. To enable supervisors to properly schedule their workload, it is necessary that employees submit their request for annual leave on a timely basis. Requests for annual leave of five (5) days or more should be submitted to the supervisor no later than ten (10) workdays prior to date leave is desired. Annual leave of a lesser amount should be requested at a minimum of three (3) workdays prior to date(s) leave is desired. The supervisor, on an individual basis, will handle unforeseen or emergency requirements for annual leave.

g. An employee may request to cancel previously requested leave or reschedule the leave unless the cancellation will create a lost leave situation. Notification to the supervisor should be provided as early as possible.

10-3. Leave Sharing:

The leave sharing program is a program to donate annual leave to another employee's leave account. When need arises, this program will be implemented in accordance with AGO TPP 610, SUPPLEMENT 1.

10-4. Sick Leave:

a. Sick leave will be authorized only in bona fide cases and may be granted orally or may require acceptable evidence. It is the responsibility of the supervisor to ascertain whether absences are properly chargeable to sick leave. 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.

b. An employee will normally, within two (2) hours after the beginning of the work day, notify the official designated by the responsible management official, when he is unable to report to work because of an illness or injury. It is the employee's responsibility to keep the employer informed of the date on which he expects to return to duty.

c. No employee will be required to submit a physician's certificate to substantiate an absence of sick leave of three (3) days or less, except as provided in existing regulations. Employees suspected of abusing sick leave privileges may be required to submit a medical certificate in substantiation of each future absence due to claimed illness regardless of duration. This requirement will be reviewed with the employee at least once in each three (3) month period, and a determination will be made if this requirement is to continue. Any continuance of the requirement must be supported with evidence of continued abuse. The supervisor's decision to continue or discontinue the requirement for medical certificate in support of sick leave will be furnished employee in writing. Should the requirement for a medical certificate to support sick leave be continued after the initial three (3) month period review, employees shall, upon request in writing to his first level supervisor, be entitled to subsequent review every thirty (30) days, and to have supervisor's decision upon such subsequent review be furnished in writing. Once the employee maintains a satisfactory sick leave record the written notification to the employee of such a requirement will be withdrawn. Subsequent abuse may cause the requirement to be reinstated.

d. The employer in lieu of a doctor's certificate may accept an employee's written statement of the reason for an illness that exceeds three (3) days when the employee's illness did not require the services of a doctor, or a doctor was not involved due to remoteness of the locality or an inability to secure medical services. Acceptance shall be made on an individual basis. Counseling may be given prior to an employee being considered to have abused sick leave. A technician with a light-duty slip from their doctor may be allowed to return to his place of employment and work at a job which he can perform, if such a job is available.

e. Employees who may be required to provide care for an immediate family member with an illness, injury or other condition are authorized sick leave within the guidelines of TPP 610 or CFR 630.

10-5. Compensatory Time:

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

b. The assignment of any necessary compensatory time is solely a function of the employer. Factors which will be considered include: the nature of the work, the need for special skills, the priority of productive or support effort, and the

numbers of employees required. Management may also consider qualifications of employees in the functional area currently assigned a particular job. Compensatory time will be assigned on a fair and equitable basis.

c. Positive steps will be taken by supervisors and employees to insure that accrued compensatory time is scheduled for use to avoid forfeiture. Such time will be administered in the same manner as annual leave. Compensatory time must be taken within twenty six (26) pay periods from the pay period in which it was earned to avoid forfeiture. Compensatory time cannot be reinstated.

d. Employees retiring or resigning should use accrued compensatory time prior to leaving employment. Lump sum payment for unused compensatory time is not authorized.

10-6. FMLA & FFLA:

Leave is authorized, within the guidelines of TPP 610 or CFR 630, for family care, funeral arrangements or serious health conditions per The Family and Medical Leave ACT (FMLA) of 1993 and The Family Friendly Leave ACT (FFLA) of 1994. The doctor and the employee shall determine the basis for a reasonable length of maternity leave.

10-7. Traumatic Leave:

Civilian Employees are entitled to a continuation of pay status (COP) for a period not to exceed forty-five (45) consecutive calendar days for any covered incapacitating injury or recovery period if supported by medical documentation. 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. See reference AGO TPP 610.

10-8. Leave Without Pay (LWOP):

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

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

The Employer agrees to consider LWOP for any employee elected as a national officer or appointed as a representative of the Labor Organization for the purpose of serving in a temporary full-time position. Unless extended, LWOP granted

under this paragraph will normally not to exceed one year.

a. Employees may be granted leave of absence without pay in accordance with applicable Federal laws and regulations. All requests for a leave of absence in excess of 30 calendar days must be forwarded to the HRO for approval.

b. The employer will meet all applicable federal laws, regulations, with policies and procedures for an employee returning to duty from an approved leave of absence.

10-9. Leave For Blood Donation:

The employer and the Labor Organization recognize the importance and humanitarian need for community blood donors. When work requirements allow for donors to be released, the employee(s) will be in an administrative leave status. Depending on the community needs, travel requirements, and consistent with safe medical practices, administrative leave absences normally will not exceed four (4) hours. If an employee is compensated for his blood, administrative leave will not be used.

10-10. Military Leave:

Military leave is a special form of leave granted to government employees for the purpose of performing military duty/training. The employee will determine the type of leave to request for military duty. Employees are provided the option of using other available leave, i.e. annual, compensatory time earned or LWOP first or co-mingling types of leave. Military leave is earned at 120 hours per fiscal year and is charged on an hour for hour use. Up to 120 hours may be carried to the next fiscal year.

10-11. Administrative Dismissals:

When the employer authorizes the shutdown or closure of an activity or unit

because of weather conditions or emergencies, i.e.; loss of heat, water, power, employees may be granted administrative leave **IAW AGO TPP 610**.

In the event of unanticipated curtailment of operations based on extreme weather, natural disasters, and unforeseen interruptions of transportation or building services (potential health or safety risk), the following will apply:

- (a) When an activity is closed or operations are suspended, all affected non-emergency employees should be excused (placed on administrative leave) without loss of pay, personnel scheduled but not on leave will not be charged leave, personnel already on leave will be charged for leave.
- (b) When an activity is open but some employees might be prevented from reporting to work or returning home safely, an unscheduled leave policy should be instituted.
- (c) When an employee requests leave after receiving official word of the pending dismissal but before the time set for dismissal (with supervisory approval), annual leave, compensatory time earned, or LWOP may be charged as appropriate for the period of time remaining until the employee's official departure time, i.e., the authorized dismissal time.

10-12. Court Leave:

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

Article 11

Position Descriptions

11-1. General

Position Descriptions (PD) will be an accurate listing of the major duties that are required by the employer to be performed by the affected employee(s). All employees in the unit shall be permitted to consult with their supervisors on an informal basis for the purpose of reviewing their position descriptions, and to have a representative of their choice present if desired.

11-2. Position Description Reviews:

Employees may periodically review their job descriptions for the position occupied and report any significant changes in responsibilities and/or duties performed to the employer for discussion and reevaluation. Employer agrees that if significant changes in duties would possibly merit a reclassification, a formal document will be prepared and submitted to higher authority for consideration and/or approval. When a new or revised PD, is to be implemented the labor organization and the affected employee(s) will receive a copy.

11-3. Other Duties As Assigned:

a. 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 management from assigning additional, though unrelated, duties. If unrelated duties are assigned on a routine basis, the PD should be amended to include such duties. Supervisors will take into account relevant laws, rules, regulations and prohibited personnel practices when assigning work.

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

11-4. Additional Duty:

The employer will exercise its efforts in good faith, subject to requirements of missions, efficient operations and regulatory guidelines, to avoid establishing additional duty requirements that would create unnecessary hardships, potential health hazards or discrimination against any bargaining unit employee(s).

11-5. Appeals

The employee retains the right to submit classification appeals in accordance with applicable laws and regulations.

ARTICLE 12

Promotions and Placements

12-1. General This article covers hiring for new or vacant excepted service positions and will be administered in accordance with applicable Federal and National Guard Bureau regulations (NGB TPR 300-335, NGB TPR 300-351, AGO TPP 335).

a. Normally permanent position vacancies to be filled will be announced in job opportunity announcement format and distribution will be accomplished to all appropriate activities.

b. Closing date for acceptance of applications for filling a vacant position will normally be twelve (12) calendar days following announcement of a position vacancy.

c. Employees on leave or on temporary duty desiring to apply, may notify the Human Resources Office of their interest by submitting a faxed copy of their application in order to meet the deadline, and mailing the original with original signature.

d. Evaluation of qualifications and consideration for employment will be made on a legal, fair and equitable basis without regard to race, sex, religion, or national origin, political or other affiliations, marital status, age or membership/non-membership in an employee organization.

e. Employees not referred to a selecting supervisor for consideration will be notified by the Human Resources Office (HRO).

12-2. Evaluating and Ranking Applicants.

All applications will be evaluated in accordance with current laws, regulations, policies, and procedures (NGB TPR 300-335, AGO TPP 335).

12-3. Selection and Notification.

a. The selecting supervisor may select from the listing as provided by the HRO. If selection is not accomplished from the listing, written justification must be submitted to the HRO.

b. The selecting supervisor notifies the successful candidate and informs all other qualified candidates in writing of non-selection.

c. Technicians who believe applicable procedures were not followed in filling a vacancy or that his/her qualifications were not evaluated properly in determining eligibility for consideration, may register a grievance in accordance with existing directives.

d. A grievance will not be accepted when it is based solely upon non-selection.

e. If there are 3 or more qualified on board technicians from the organization announcing the position apply, they will be given first consideration IAW TPP 335 paragraph 6-1 a.

12- 4. Consultation. Labor organization may confer with management in regard to whether or not proper selecting procedures are/were utilized.

12- 5. Detail Documentation. Performance of details regardless of length shall be recorded in the employee's personnel folder. The experience gained on a detail will be creditable when the employee is considered for promotion or selection.

12- 6. Job Announcements.

a. Job Opportunity Announcements will be prepared on a standard format and be worded and composed - to present qualifications applicable to the position, and will present these qualifications fairly and equitably to all interested applicants and qualified employees.

b. Qualifications listed on the Job Opportunity Announcements will generally follow those qualifications as shown in the National Guard Technician Requirements for Excepted Civil Service Positions. Military requirements will be reflected on announcements as necessary.

c. Job Opportunity Announcements will be posted or available to all interested applicants and qualified employees in locations most accessible at facilities and armories.

12- 7. Special Considerations.

a. When the specific position, in an activity, from which an employee has been demoted through reduction in force (RIF) becomes vacant and is being filled, the demoted employee will be considered for the promotion non-competitively to the position subject to paragraph b., below.

b. A basis for non-promotion will be a “does not meet standards” performance rating which is documented in the employee's EPF, or that his work either before or after demotion by reduction in force was not at an acceptable level of competence.

c. If more than one employee meets the criteria contained in a and b above, the employee who possessed the highest retention standing at the time he/she was changed to a lower grade will be offered the promotion opportunity. If the individual declines, the next individual in retention order will be offered the opportunity.

d. Promotion and placements as a result of a RIF action will be IAW TPP 355 and TPR 300-351.

12- 8. Employee Responsibilities.

Individuals are responsible for familiarizing themselves with the provisions of this article and assuring that applications are accurate and complete in relation to the present duties being accomplished and the position being applied for. Employees, whose absence precludes them from having knowledge of, or applying for a vacancy, may request, in writing, that their supervisor submit an employee prepared application.

12-9. Exemptions to Competitive Procedures.

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

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

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

d. Promotion to the same grade or an intervening grade of a position from which an employee was demoted without personal cause and not at his or her own request, if the down-grade has occurred within two (2) years.

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

f. Temporary promotion for 120 days or less.

g. Temporary appointments not to exceed 120 days with one extension of 120 days within a one-year period of the start date of the initial appointment.

h. All employees previously demoted without personal cause, misconduct or inefficiency, will receive special consideration for re-promotion.

Note: Temporary Technicians employed without competition will not be considered as on-board Technician candidates for Permanent Technician Job vacancies.

Article 13

Dues Withholding

13-1. Withholding 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.

13-2. Processing:

The completed standard form will be given by the labor organization to the HRO/LRS to be screened for Bargaining Unit membership and forwarded to the Technician Pay Office.

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

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

c. Automatic dues deductions shall be terminated when the employee leaves the bargaining unit as a result of any type of separation, transfer, or other personnel action; upon loss of exclusive recognition by the labor organization; when the agreement providing for dues withholding is suspended or terminated by an appropriate authority outside DOD; or when the employee has been suspended from the labor organization. It is the individual's responsibility when temporarily assigned outside the bargaining unit to maintain dues payments, if the employee so desires, in order to protect union associated insurance, or other union benefits. The Employer will provide notification to the Labor Organization when a bargaining unit member is removed from the bargaining unit as a result of a personnel action and the anticipated date when the bargaining unit member will be reestablished in the bargaining unit. The Employer and the Local Labor Organization will jointly monitor labor organization members temporarily promoted out of the bargaining unit to ensure that those members have payroll automated dues deductions reinstated where an SF 1187 is on file.

13-3 DUES REVOCATION:

The employer agrees to provide the labor organization and/or employees with the standard form SF 1188 for use in revoking automatic dues allotments. These forms will be available in the HRO or labor organization office for those individuals wishing to revoke their dues withholding.

a. The individual will turn the completed standard form into the HRO/LRS office.

b. The HRO/LRS shall date and initial all copies of the standard form upon receipt from the individual and forward to the Technician Pay Clerk. The Technician Pay Clerk will provide the labor organization and the employee a copy of the processed SF 1188 within ten (10) working days.

c. New members shall have the option of dues revocation on the first annual anniversary date after the employee's election to participate. Normally, dues revocation form must be submitted to the Technician Pay Office not later than the last workday in the month preceding the employee's anniversary date. Normally the effective date of revocation will be the first full pay period after the anniversary date. After the first anniversary date, revocation may only be made in accordance with paragraph 4d below.

d. Normally, the first pay period of September shall be the annual dues revocation date established by this agreement (for members that are past their first 12 months of membership). The Technician Pay Office must receive all dues revocation forms between 1 Aug and the last working day in Aug. Normally dues revocation shall not become effective until the first full pay period in September.

Article 14

New Employee Orientation Procedures

14-1 Procedure:

- a. The employer will establish procedures to assure that a new employee will be counseled on all aspects of employee employment within one (1) pay period after the effective date of employment.
- b. A copy of the Labor Management Agreement will be provided to the new employee.
- c. The Labor Organization Chapter President or designee will be notified of the date, time and names for new employee orientations and will be afforded time to meet with the new employee (s) at the orientation meeting.

Article 15

Performance Appraisals

15-1 General:

The Employer and the Labor Organization recognize the vital nature of the performance evaluation process to the entire bargaining unit work force. The effectiveness of the performance evaluation system is a combined responsibility of each employee and their supervisor. Therefore, performance standards should be fair, equitable, objective, and uniformly applied for like duties in like circumstances and shall be reasonably related to the duties set forth in the position description. Supervisors should encourage employee participation in establishing performance standards.

15-2 Responsibilities:

a. Supervisors: Will meet with each employee within thirty (30) days of appointment to position to establish performance standards and critical elements.

b. Employees:

1. Employees will participate in and provide input in the development of performance standards and critical elements for their position.
2. Will advise their supervisor when there is a need to revise the performance standards and critical elements at any time during the appraisal period.
3. May request to meet with their supervisor during the rating period to review their performance as compared to established standards.

15-3 Requirements:

The performance appraisal system will be in accordance with NGB-TPR 430 (1 Oct 97), AGKS Supplement #1 to NGB-TPR 430 (1 Jan 00), and the provisions negotiated within this article.

15-4 Trial/Probationary Periods:

The first year of employment constitutes the trial/probationary period. New employees are to be carefully observed and appraised of progress during trial/probationary period. During this period, supervisors should provide specific training and assistance to improve employees work and performance, if needed. Initiation of a removal action may be taken at anytime during the trial/probationary period. For retention beyond the trial/probationary period, the employees work performance must be at the "meets" or "exceeds" criteria level.

a. The employer agrees to advise a probationary employee of his progress prior to the end of the ninth (9) month of their trial/probationary period

b. An employee serving a trial/probationary period is not to be given an official performance appraisal until completing the required twelve (12) months of Federal Service. The next appraisal will be given during the employee's birth month unless the birth month is less than 120 days after completion of the probationary period. The appraisal will be given at the end of the 120-day period with the next appraisal to be given in the next birth month.

c. If retention is not recommended, the supporting document will be forwarded to the HRO who will then advise the supervisors and managers on taking the appropriate action to remove the employee from Federal Service.

15-5 Annual Appraisal:

a. Performance requirements define the level necessary for a meets standards level of competence in a specific position. They include quality, quantity, and manner of work performance. Conduct and attitude are reflected only when it is clearly evident that they affect performance of the duties of the position. Technicians will participate in a joint effort with their supervisors in establishing performance requirements, keeping in mind that the final decision on the performance standards and critical elements rests with management. This joint effort by supervisor and technician leads to better understanding of each other and of the requirements of the job. Performance standards, as applied to an employee will be fair, "exceeds standard" attainable, and based upon objective criteria and job relatedness.

b. Appraisal Period: Employees will be given an employee performance appraisal annually, during the birth month of the employee to be submitted by the 7th day of the following month. The appraisal period also includes a written quarterly counseling to appraise the employee of progress toward meeting standards.

c. Performance standards: The employee may grieve at anytime the content of a performance standard:

1. That violates law, rule or regulation
2. That does not correspond to position description.
3. That does not accurately reflect the actual duties performed.

15-6 Close-out Appraisals (other than annual appraisals)

If at least 120 days have elapsed since the last official appraisal:

a. And there is a change in the employee's supervisor, a "close-out" appraisal will be provided to the new supervisor for consideration in accomplishing the official annual appraisal. A copy of this "close-out" appraisal will be furnished to the employee.

b. And the employee permanently changes positions or if there is a change to critical elements in performance standards, an official "close-out" appraisal will be accomplished.

15-7 Procedures:

a. Monthly, the Human Resource Office will publish the list of employee appraisals due the following month.

b. The supervisor and employee will review the employee standards quarterly and during the annual appraisal process. This ensures employee and supervisor understanding of current standards and revisions required for position description changes.

c. The supervisor will give a copy of the completed standards/appraisal forms to the employee. The supervisor and employee will schedule the next quarterly review.

15-8. Appeals:

Employee's disagreeing with their performance appraisal may grieve their performance evaluation using the negotiated grievance process established within this agreement. In the event of arbitration all costs will be borne equally by the employer and the Labor Organization.

15-9 Appraisal of Union Officials:

The time spent away from the assigned position by union representatives in the performance of their representational duties will not adversely affect performance appraisals. Employees will be appraised only on the performance of their officially assigned work.

15-10 Performance Improvement Plan (PIP):

a. The Performance Improvement Plan is an action that will be implemented IAW NGB TPR 430 by the supervisor when it becomes apparent that the employee is performing his/her duties less than a 'Meets Standards' on one (1) or more critical elements of their performance standards. The supervisor should counsel the employee as soon as performance standards are not met during the appraisal period. The supervisor should not wait until the end of the appraisal

period to make the determination if the employee 'does not meet the criteria' or to inform the employee accordingly.

b. The supervisor will develop a PIP for "Does Not Meet Standards" ratings that address specific deficiencies of the employee's performance. The PIP will outline the methods, if appropriate, and the subject area element(s) needing improvement. Employees will be assisted in improving critical element(s) that "Does Not Meet Standards" performance by proactive counseling, increased supervisory assistance, additional training, etc. The PIP will not normally run less than thirty (30) days or more than ninety (90) days.

c. When the PIP is issued, consideration should also be given to referring the employee to the Employee Assistance Program (EAP) Coordinator.

d. Upon the completion of the PIP, the appropriate supervisor shall inform the employee of either sufficient improvement or failure to improve and take actions IAW NGB TPR 430.

Article 16

Detailing of Employees

16-1 Definition:

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

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

16-2 Procedure:

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

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

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

c. To the extent possible the employer agrees to fill position vacancies rather than use details impacting bargaining unit members.

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

16-3 Recording of Details:

Official details will be recorded on SF Form 52 at the time the action occurs and maintained as a permanent record in the employee's Employee Personnel File (EPF).

16-4 Temporary Promotion:

Refer to Article 12, paragraph 12-9 this agreement and AGO TPP 335 paragraph 3-8 and 3-9.

Article 17

Temporary Duty Assignment

17-1 General:

a. A Temporary Duty Assignment (TDY) will be announced as soon as information on the assignment is available. When an employee is required to travel in performance of his assigned duties, he will be entitled to per diem justified by the circumstances of travel and the conditions of assignment at a rate prescribed in Volume 2, Joint Travel Regulations. Selection of employees for temporary duty assignments will be based upon official necessity and the qualifications of individuals to best perform the mission requirements. 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. Information on the assignment will be made known on a continuing basis to the affected employees as it becomes available.

b. The supervisor who directs travel will insure that, when appropriate, a request for TDY travel is properly completed and forwarded through channels as soon as a firm commitment to travel has been established. It is recognized that some unusual or emergency situations may arise that will preclude normal submission for TDY travel.

17-2 Assignment of Qualified Employees:

Management will determine what qualifications are required based on the mission requirements of a particular TDY assignment. From among the employees deemed to possess the necessary qualifications for the assignment, those who volunteer for the assignment will be selected before qualified non-volunteers are assigned. If an insufficient number of qualified volunteers are available, management will assign qualified employees based on the Service Computation date documented on the Leave and Earnings Statement.

17-3 Mode of Transportation:

a. Official TDY travel may be authorized/approved on any combination of the following:

1. Government (including foreign Government) aircraft, train, bus, vehicle, or vessel (ocean, waterway or ferry).
2. Commercial (including Government-contracted) aircraft, train, bus, vehicle, or vessel (ocean, waterway or ferry).
3. POC.

4. Special conveyance.
5. Taxicab, bus, streetcar, subway or other public conveyances.
6. Airport limousine or courtesy conveyance.

b. Employees will use the method of transportation administratively authorized on travel orders as most advantageous to the Government. Any additional cost or time resulting from use of a method of transportation other than specifically authorized will be the employees' responsibility. Travel by privately owned vehicles will not be directed but may be authorized at the Employer's discretion for official business.

c. When travel orders direct a specific transportation mode use, but traveler travels by POV, payment of mileage is prohibited unless the order issuing official certifies that the mode directed was not available at the time and place required, and it was necessary for the traveler to use a POV.

17-4 Travel Advances:

If authorized by appropriate regulation and requested by an employee, advance per-diem may be provided to the traveler in accordance with the Joint Travel Regulations, Volume II and other DoD guidance.

17-5 Travel Vouchers:

An employee traveling on TDY orders will submit a travel voucher, DD Form 1351-2, to the Accounting and Finance Office. The voucher should be submitted within five (5) workdays after completion of travel. The filing of travel vouchers and time spent obtaining per diem/travel arrangements may be accomplished while on duty status. A trained individual is available to advise/assist the employee with such vouchers during normal duty hours. Reimbursement of travel expenses will normally be received within thirty (30) days of submission of the voucher.

17-6 Work Schedules:

When the information is available, a proposed work schedule, work requirements and schedule of events for the TDY will be provided to affected employees.

17-7 Working Conditions:

a. In determining adequate numbers of employees to support each TDY, the employer agrees that the health, safety, welfare, and morale of TDY employees will be considered.

b. At the completion of their normal working day, including any excess time that may be required, employees will not be required to remain at the work site but will be free to return to their privately secured quarters, except as required by bona-fide emergency.

17-8 Compensatory Time:

a. Time spent traveling (but not other time in travel status) away from the permanent duty station is "hours worked" when it cuts across the employee's workday. The time is not only "hours worked" on regular workdays during normal working hours but also during the corresponding hours on non-workdays. Thus, if any employee regularly works from 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 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 may be granted for time spent in a travel status that is outside of scheduled duty hours on the scheduled workday.

b. When management is unable to schedule or control the administration of work or assignment, any employee required to work, "standby", or travel during other than normal duty hours will be compensated IAW appropriate government guidance.

c. When practical, travel will normally be arranged within the employees scheduled hours of work.

17-9 Home Station Workload:

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

17-10 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. TDY Orders will be requested and delivered as far in advance of departure as possible. Technician status TDY orders will reflect both the technician and military grade of the individual concerned.

Article 18

Hazardous Duty and Environmental Differential Pay

18-1 General:

a. This article defines the situations under which Hazardous Duty Pay (HDP) and Environmental Differential Pay (EDP) is paid to authorized employees. Specific procedures and guidelines are established in 5 CFR Part 532 and 550. Additional relevant information may be contained in AGO TPP 532-8 and 550-9. These procedures as amended by this article are the procedures to be followed in establishing and paying of HDP/EDP.

b. This article applies to bargaining unit technicians of the Kansas Army National Guard.

- (1) HDP applies only to General Schedule employees.
- (2) EDP applies only to Wage Grade employees.

18-2 Policy:

HDP and EDP are compensation programs available to employees for actual exposure to hazards, physical hardships or 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 exposure and risks that contribute to or cause the hazard, physical hardship or working condition.

a. The existence of HDP and EDP differentials is not intended to condone work practices that may circumvent federal safety laws, rules or regulations. However, when the Employer is unable to practicably eliminate the unusually severe nature of the hazard, physical hardships, or working conditions, differential pay may be authorized.

b. When potential hazards or actual discomfort is identified in a work assignment, first consideration must be given to the protection of the employee. Protective measures, which reduce the hazard to the employee and relieve his discomfort, must be made available if at all practicable 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.

18-3 Dissemination:

The Employer and the Labor Organization are responsible to ensure that the provisions of this article are made known to all employees.

18-4 Responsibilities:

a. Employees: Each employee is required to work within the dictates of sound safety and occupational health practices and procedures that are under their 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 to his supervisor.

b. Supervisors: Supervisors and managers must insure that safety practices and acceptable work procedures are followed. In those instances where the application of these practices and procedures cannot practically eliminate a hazardous situation, the supervisor or manager will take positive steps to report the situation, and if appropriate, initiate a request to establish an HDP/EDP entitlement. The supervisor must examine the situation, provide recommendations, and forward the request through supervisory channels to the HRO. Supervisors and managers do not have the authority to approve or disapprove a request to establish an HDP/EDP entitlement.

c. Human Resource Office: The HRO is responsible for the management of the HDP/EDP programs and authorization of appropriate entitlements. The HRO shall review and disseminate appropriate information related to this article. The Labor Organization will be notified when an HDP/EDP request is submitted. The HRO will conduct an annual review of the HDP/EDP program and locally established categories to insure that they are current and valid. New qualifying situations that arise will be handled on a case-by-case basis. When a situation is approved, or when a hazard has been practically eliminated and the differential is no longer warranted and is discontinued, the finding will be distributed to affected personnel, their chain of supervision, and the Labor Organization.

d. Recommended changes to HDP/EDP differential categories not covered by appendix A of the CFR should be submitted through channels to HRO for evaluation and referral to OPM. Recommended changes to HDP/EDP percentage differential for existing categories should be submitted through channels to HRO.

18-5 Hazardous Duty Pay (HDP):

a. HDP is paid to GS employees who are assigned hazardous duty or duty involving physical hardship IAW Appendix A of 5 CFR, part 550. A schedule of hazardous pay differentials is contained in Appendix A, 5 CFR, part 550, subpart I.

b. HDP is not paid to an employee when the duty has been taken into account in the classification of the employee's position, unless the circumstances of the specific hazards of physical hardships have changed from those identified in the controlling position description.

18-6 Environmental Differential Pay (EDP):

EDP is paid to a WG employee who is exposed to a hazard, physical hardship, or working condition of an unusually severe nature IAW 5 CFR 532.511. A schedule of environmental differentials is contained in Appendix A, 5 CFR, part 532, subpart E.

18-7 HDP/EDP In Effect:

All differentials presently paid will remain in effect until the hazard has been practically eliminated. Elimination of payment of EDP/HDP will be effective not earlier than one pay period from the date of notification of the Labor Organization. Copies of all regulations cited in this article will be available at each worksite.

Article 19

Health Safety and Welfare

19-1 General:

The employer and the labor organization will continue to make every reasonable effort to provide, coordinate and maintain safe working conditions for employees. Rules, laws and regulations related to safety shall be available to all employees and departments and shall be adhered to. It is recognized that each employee has a primary responsibility for his own safety and an obligation to himself and others. In the event that a specific hazard is encountered, or a specific condition is considered unsafe, an employee shall immediately notify his first level supervisor. It is acknowledged that certain tasks necessarily performed involve a varying degree of hazard. Employees assigned to perform hazardous tasks should receive briefings, instructions, training, or schooling pertinent to the task to be performed. The types of employees normally assigned to perform hazardous tasks shall be those who have received appropriate briefings, instructions, training, or schooling pertinent to the hazardous task to be performed. The employer shall provide appropriate safety and health training for employees. The performance of hazardous tasks shall incorporate all immediately available safety precautions and devices.

19-2 State Safety and Occupational Health Council:

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

b. The SSOHC should meet at least quarterly.

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

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

19-3 Workers Compensation:

a. Employees shall immediately report job connected injuries or illness to their supervisor.

b. The supervisor, with the employee, shall insure proper procedures are followed and that all necessary documents are completed and forwarded to HRO. When the employee is incapacitated and unable to notify the supervisor of injury or illness, it shall be Management's responsibility to initiate required procedures as soon as they are aware an incident has occurred.

c. The HRO is available to advise the employee as to their entitlements and obligations under the Employee's Federal Compensation Act and assist in completing required documents. Local processing of workers compensation claims will be coordinated with the HRO.

19-4 Extreme Temperature Conditions:

The employer and the labor organization recognize the hazards of working in extremely cold/hot temperatures, while at the same time, acknowledge the necessity for accomplishing certain tasks to varying extent even in the most extreme temperatures. Employee's health will be protected from weather extremes.

EXTREME HEAT -

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

b. The employer will use the wet bulb method of determining exposure to extreme heat and the chart below using temperature (Ta) and relative humidity (RH) in accordance with appropriate guidance.

c. The following hot-weather work/rest criteria as based on government guidance will be followed. Supervisors should allow the rest periods necessary to prevent heat injuries for the person or persons affected.

PHYSICAL WORK INTENSITY

ACTIVITY

VERY LIGHT	Sitting in/moving Equipment Equipment Road Tests
LIGHT	Lifting less than 40 lbs per person Walking Hard Surface/Carrying Less than 30 lbs Operator Maintenance of Equipment
MODERATE	Lifting 40-50 lbs per person Walking Loose Surface/No load Walking Hard Surface/Carrying 30-50 lbs Servicing/Overhaul of Equipment
HEAVY	Lifting 50-60 lbs per person Walking Loose Surface/Carrying 30 lbs or Less Walking Hard Surface/Carrying more than 50 lbs Major Overhaul of Equipment/Component Replacement

Number of Minutes of Work per Hour in Sustained Work-Rest Cycle

WB GT	T _a	RH	BDU				BDU + Coveralls				Aircrew Flight Suit			
			VL	L	M	H	VL	L	M	H	VL	L	M	H
75	75	75	NL	NL	NL	29	NL	NL	NL	28	NL	NL	NL	31
80	80	75	NL	NL	NL	25	NL	NL	39	24	NL	NL	NL	27
84	85	75	NL	NL	31	20	NL	NL	30	19	NL	NL	35	22
89	90	75	NL	NL	21	14	NL	NL	21	13	NL	NL	24	16
88	95	50	NL	NL	26	18	NL	NL	26	17	NL	NL	29	19

KEY TO TABLE

WBGT - Wet Bulb Globe Temperature (°F)
T _a - Ambient Temperature (dry bulb - °F)
VL - Very Light Work Intensity
L - Light Work Intensity
M - Moderate Work Intensity
H - Heavy Work Intensity
BDU - Battle Dress Uniform
NL - No Limit (continuous work possible)

d. 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.

EXTREME COLD -

a. It is acknowledged that it is the responsibility of each employee to insure the adequacy of cold weather gear worn and to make full and proper use of all such protective equipment prior to venturing out into extreme temperatures. The employer, at no cost to the employees, will furnish authorized foul/cold weather protective gear. During conditions of extreme cold weather, employees will not be required to perform work in unheated areas without warming periods. This will be permitted as often as necessary to protect the health and well being of the employee. Work that is not mission essential that must be performed out of doors may be deferred.

b. The employer will use the chart below to determine exposure time during periods of extreme cold when employees are working continuously outdoors.

Wind Chill Chart

WIND SPEED (IN MPH)	ACTUAL TEMPERATURE (F)											
	50	40	30	20	10	0	-10	-20	-30	-40	-50	-60
EQUIVALENT CHILL TEMPERATURE (F)												
CALM	50	40	30	20	10	0	-10	-20	-30	-40	-50	-60
5	48	37	27	16	6	-5	-15	-26	-36	-47	-57	-68
10	40	28	16	3	-9	-21	-33	-46	-58	-70	-83	-95
15	36	22	9	-5	-18	-32	-45	-58	-72	-85	-99	-
20	32	18	4	-10	-25	-39	-53	-67	-82	-96	-110	-
25	30	15	0	-15	-29	-44	-59	-74	-89	-104	-118	-
30	28	13	-2	-18	-33	-48	-63	-79	-94	-109	-125	-
35	27	11	-4	-20	-35	-51	-67	-82	-98	-113	-129	-
40	26	10	-6	-22	-37	-53	-69	-85	-101	-117	-132	-
(WIND SPEEDS GREATER THAN 40 MPH HAVE LITTLE ADDITIONAL EFFECT)												148
	LITTLE DANGER (In less than 5 hrs with dry skin. Greatest hazard from false sense of security)				INCREASING DANGER (Exposed flesh may freeze within 1 minute)				GREAT DANGER (Exposed flesh may freeze within 30 seconds)			

Cold-Weather Operational Guidelines

Windchill Category (see Windchill table)

Work Intensity

-Lifting 50-60 lbs per person
 -Walking Loose Surface/Carrying 30 lbs or Less
 -Walking Hard Surface/Carrying more than 50 lbs
 -Major Overhaul of Equipment/Component Replacement
 -Lifting 40-50 lbs per person
 -Walking Loose Surface/No load
 -Walking Hard Surface/Carrying 30-50 lbs
 -Servicing/Overhaul of Equipment
 -Lifting less than 40 lbs per person
 -Walking Hard Surface/Carrying Less than 30 lbs
 -Operator Maintenance of Equipment

Little Danger	Increased Danger	Great Danger
Increased surveillance by small unit leaders; Black gloves optional - mandatory below 0 °F; Increased hydration	ECWCS or equivalent; Mittens with liners; No facial camouflage; Exposed skin covered and kept dry; Rest in warm, sheltered area; Vapor barrier boots below 0 °F	Postpone non-essential activity; Essential tasks only with <15 minute exposure; Work groups of no less than 2; Cover all exposed skin
Increased surveillance; Cover exposed flesh when possible; Mittens with liner and no facial camouflage below 10 °F; Full head cover below 0 °F. Keep skin dry - especially around nose and mouth.	Restrict Non-essential activity; 30-40 minute work cycles with frequent supervisory surveillance for essential tasks. See above.	Cancel Outdoor Activity if possible.
See above; Full head cover and no facial camouflage below 10 °F; Cold-weather boots (VB) below 0 °F; Shorten duty cycles; Provide warming facilities.	Postpone non-essential activity; 15-20 minute work cycles for essential tasks; Work groups of no less than 2 personnel; No exposed skin	Cancel Outdoor Activity if possible.

c. It is realized that tolerance between individuals differ and that the type of outside work being accomplished affects the body heat generated by a worker, therefore, common sense must be applied along with the above indicated maximum exposure time.

d. The official temperature and wind velocity (wind-chill factor) will be obtained from the nearest National Weather Service facility.

19-5 Personal Protective Equipment (PPE):

a. The employer will furnish at no cost to the employees, approved standard safety eyeglasses, including prescription lenses, to employees who are required by medical prescription to wear glasses, upon furnishing a request and justification and receiving approval of the State Safety Office. The employer will continue to furnish prescription exams for a new prescription or as vision changes occur at no cost to the employee with approval of the State Safety Office. All issued standard safety glasses broken on the job will be replaced at no cost to the employee. The employee will pay for additional eyeglass options above the approved standard.

b. The employer will provide PPE authorized by applicable regulations and CTA's at no cost to the employee.

19-6 First Aid Training:

The employer agrees to provide FIRST AID training to employees volunteering for these duties. The employer agrees to a goal of twenty percent (20) of the employees at the USP&FO, CSMS, MATES, AASF and OM Shops trained in first aid provided there are sufficient volunteers to do so. In this regard, and within the percentages above, an employee who expresses a desire to receive first aid training will be provided such training not less frequent than once each three (3) years.

19-7 Hazardous Material Program:

a. Hazardous material information and training will be made available IAW current DOD directives and other government standards as may be required.

b. 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. All training will be properly documented to insure completion of required training.

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

19-8 Safety Survey:

A Labor Organization representative shall be given, on official time, the right to be present during any safety survey, conducted by the employer at the workplace.

19-9 Hazard Reporting:

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

b. Hazards should 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 to forward through safety channels. Hazard Reports may be submitted anonymously, directly to the Safety Office.

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

d. The term "imminent danger" means any conditions or practices in any work place that could reasonably be expected to cause death or serious physical harm before there is sufficient time to eliminate the hazard through normal procedures.

(1) The employee has the right to decline to perform assigned tasks because of a reasonable belief that the tasks pose an imminent risk of death or serious bodily harm when there is insufficient time to seek corrective action through hazard reporting and abatement procedures. In these instances, the employee must report the situation to his supervisory chain.

(2) If the supervisor believes the condition or corrected condition does pose an immediate danger, then management shall request an inspection by the Safety Office.

(3) Should the Safety Office decide the condition does not pose an immediate danger; or, if the supervisor determines imminent danger does not exist and gives the instruction to return to work, the employee must choose between:

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

(b) Disobey the order and risk disciplinary action. (Continued refusal by the employee at this point could be justified if there were a reasonable basis for the employee to believe that imminent danger was present.)

19-10 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 employer to the procedures, equipment, and the appropriate number of personnel by which such repair should be accomplished, to insure both expeditious job accomplishment and safety of personnel.

19-11 High Risk Operations:

Under normal conditions in the absence of extenuating circumstances, employees will be assigned to work in management-defined high-risk operations in accordance with safety directives applicable to that operation. Employees assigned to work on or about moving or operating machines or equipment, in most circumstances, should be those who are qualified to perform the work assigned. The procedures for performing work and equipment shall be safe.

19-12 Special Considerations :

a. Technicians should not operate or be required to operate unsafe equipment that constitutes a threat to the health or the physical well being of the employee or others.

b. Based on guidance available through the DOD, DA, NGB, or OSHA regulations, employees should not be required to work alone when such an assignment would be detrimental to the health and safety for employees.

c. Employees, who as a part of their duties must operate government vehicles, normally shall not be required to physically operate such equipment in excess of ten (10) hours in any twenty-four hour period, to include loading, unloading and layovers.

d. Employees who as a part of their duties must operate government vehicles over public road, highways or interstate throughways, shall not be required to, or knowingly operate overweight, over-length, or over-width vehicles without proper certification and/or prescribed escort vehicles, except in case of emergency as determined by management. It is understood that in situations of emergency that may occur or be declared by appropriate officials for cogent reasons, especially during the normal non-working hours, that certification as described above would be difficult, if not impossible to obtain; however, escort vehicle, if required shall still be provided under these circumstances.

19-13 Physical Fitness:

Employees may be authorized three (3) hours per week of official time to participate in a physical fitness program in accordance with the established policy of the employer.

19-14 Uniforms and Protective Clothing and Equipment:

The employer will furnish bargaining unit members uniforms and protective equipment authorized by appropriate CTAs. Fair wear and tear replacement is governed by appropriate regulations.

a. The employer will furnish to each bargaining unit employee, except an employee who is a military officer, uniforms (including headgear, belts, and footwear) which the employer requires the employee to wear on duty. The employer will furnish uniforms and when appropriate, provide replacement uniforms, that are the proper size, with service branch, name tape, and organizational shoulder patch properly sewed on. The employer will furnish an authorized number of uniforms to enable the employee to comply with the employer's requirement for wear of the uniform at no cost to the employee.

b. The employer will furnish to bargaining unit members who are military officers allowances authorized by 37 U.S.C.§415-417.

c. The employer will issue replacement clothing at no cost to the employee when their clothing has become contaminated beyond fair wear and tear standards and cannot be cleaned through normal laundering. The decision on whether to decontaminate or dispose of, or replace the clothing item(s) will be based on applicable law, rule, and/or regulation. Items of clothing in question will be turned over to appropriate agency official who will determine the most appropriate course of action.

d. To the extent not prohibited by 32 U.S.C. § 709(b)(4), the employer will permit a bargaining unit employee to wear on duty clothing (items that cover any part of the body, including the head, arms, hands, legs, or feet) reasonably necessary to accommodate a medical condition. The employer will provide clothing to protect the employee from cold or wet weather or exposure to dirty, irritating, or hazardous substances. Hazardous substances refer to those materials recognized to have harmful effects on human health or detrimental impact of the environment under EPA, OSHA, or other governmental guidelines.

Article 20

Classification Actions

20-1 General:

Before management assigns an effective date for any downgrade of a position resulting from reclassification, management will notify the labor organization of the pending action, provide the labor organization with the opportunity to negotiate the impact and implementation of the action on the affected employee(s) (per Article 24) and provide the affected employee with:

- a. A notice, no less than thirty (30) days in advance of the effective date with a copy of the revised position description (PD). The effective date will be included in the notice.
- b. Make available the OPM - Civil Service Classification Standards that the position was graded by.
- c. Further information, knowledge and assistance on rights and appeal preparation. If requested an on site classification desk audit will be conducted.

20-2 Reclassification Downgrade:

- a. Downgrades resulting from reclassification will be considered classification actions. Reduction of positions and/or employees that cause displacement of an employee, are a Reduction In Force (RIF) and existing contract RIF procedures (Article 21) will apply.
- b. When an employee is downgraded, as a result of a reclassification downgrade, they will receive grade/pay retention in accordance with applicable law and regulations.
- c. The employer will not utilize classification actions for the purpose of either awards or punishment.

20-3 Priority Placement Due To Classification Downgrades:

When a classification action results in a downgrade, the employee will be placed on a priority placement list for two years. If a vacancy of equal or intervening grades exists for which the employee is fully qualified, the employee may be offered the position. If there is more than one fully qualified eligible employee on the list, the internal placement plan will be utilized. For any other positions that become available for which no one on the priority placement list is fully qualified, the merit promotion plan will be utilized. Qualified employees on the list shall be given priority consideration.

Article 21

Reduction In Force

21-1 General:

The Adjutant General is the sole responsible official for implementing a reduction in force. Procedures relating to reduction in force will be governed by 5 USC 351, NGB TPR 300-351 and the provisions of this article.

21-2 Definitions:

a. **Reduction-in-Force (RIF):** RIF occurs when a technician is released from his /her competitive level by separation, change to lower grade, furlough for more than 30 calendar days, or reassignment of technicians to other positions which involve the displacement of the incumbent.

b. **Competitive Areas:** The boundary within which employees compete for retention and receive placement offers. At the time the RIF notification is received, impact bargaining may take place to determine that portion of the bargaining unit effected.

c. **Competitive Levels:**

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

d. **Tenure Groups:** Employees are divided into four (4) 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 under indefinite appointments in the excepted service (Temporary appointments that do not contain a Not-to-Exceed (NTE) Date)

Group 0 - Employees under temporary appointments that contain a NTE Date.

e. **Retention Registers:**

1). Employees are listed in descending order, within their competitive levels, starting with the employee with the most points. The point standing will be based on a composite score derived from their tenure of employment, length of service, and performance as follows:

(1.1) By tenure group I, group II, group III, one/half (1/2) point will be assessed for each year of employment based on the employee's RIF Service Computation Date, and:

(1.2) Again within each group one point for each year of technician service in the State of Kansas, and;

(1.3) Points will then be added for each of the three most recent annual performance appraisals of record computed on the following basis:

- (i.) Ten additional points for each performance rating of Exceeds Standards,
- (ii.) Five additional points for each performance rating of Meets Standards,
- (iii.) No points for a Does Not Meet Standards performance rating.

f. Tiebreaker will be the RIF Service Computation Date.

1. Once a closeout date has been established, receipt of a new performance appraisal will not affect the employees standing in the current reduction in force.

2. Employees with an overall performance rating of unacceptable may only compete with or displace other employees with unacceptable performance appraisals.

3. Voluntary actions, i.e. voluntary retirements or separations, will be sought among the bargaining unit within the competitive area to reduce the overall impact.

21-3 HRO Responsibilities:

a. Notify the labor organization of a reduction in force and, upon request, provide appropriate documents relative to the RIF action. If necessary the labor organization may request a meeting with agency representatives to discuss the circumstances of the proposed reduction in force and present proposals for negotiating the impact and implementation of the RIF other than the procedures specifically contained in this article.

b. Following the meeting, if a written general notice is necessary, it will be posted as far in advance as possible. The general notice will contain as a minimum:

- 1) The established competitive area.
- 2) The established date appraisals are to be/have been frozen.
- 3) The date appropriate personnel actions are frozen, i.e. reassignments, promotions, hiring, etc.
- 4) POC for program counseling and benefit briefings.

c. Screen the manning documents to determine which vacancies might be utilized for placement action.

d. A specific written notice will be given to each affected employee at least 60 days prior to the effective date of the action. This notice will describe what specific actions will occur and its effect on each technician. The following information, as applicable, is to be included when preparing a specific notice of reduction in force.

1. Reason for the reduction.
2. Specific action to take place (e.g., separation, furlough offer of change to lower grade, etc.).
3. Title, grade, and salary of current position.
4. Competitive area and competitive level designated.
5. RIF Service computation date, technician service computation date, and retention rating.
6. 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.

7. Reasons for any exceptions to retention order if applicable.
8. Effective date of proposed RIF (other than 15 December through 3 January).
9. Where the employee may review retention registers and RIF regulations and the HRO personnel specialist to contact for information.
10. Appeal rights, how to file them and any time limits imposed.
11. A clear explanation of all benefits due, such as, grade and/or pay retention entitlement, severance pay entitlement, and retirement eligibility.
12. Eligibility for placement/reemployment priority list.
13. A request for the employee to acknowledge receipt of the notice and to accept or decline any offer in writing.

21-4 Placement Action:

- a. The Employer will take positive action to assist employees affected by RIF or transfer of function to be placed within the Kansas Army National Guard.
- b. Develop an aggressive placement program to include informational contacts with other states, local federal activities, local government and private employers that may be available at the time of the RIF.
- c. Reemployment Priority List. A reemployment priority list will be maintained for tenure groups I and II employees separated in a RIF IAW regulatory guidance. Upon separation, employees will be placed on this list, but only if they have not declined a placement offer. Employees will remain on this list for two (2) years, unless they decline in writing a valid offer.

21-5 Appeals:

- a. A competing employee may appeal to the Adjutant General when they receive a specific notice of reduction in force, and they believe that the Employer incorrectly applied the provisions of 5 USC 351, NGB TPR 300-351, or this contract Article.
 1. An appeal, if submitted, must be submitted within 30 days of receipt of a specific notice.

2. 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.

3. The appeal must clearly state the reason the employee believes the action affecting them is inappropriate, and must show that the Employer failed to comply with the RIF procedures outlined in NGB or local regulations (e.g., insufficient notice, improper tenure grouping, and errors in service computation date).

b. Extension of Time Limit. The Adjutant General may extend the appeal time limit when the employee indicates that they were not notified of the time limit or were otherwise not aware of it, or that circumstances beyond their control prevented the submission of the appeal within the time limit.

c. Decision on Appeal. The Adjutant General will issue a written decision and, when appropriate, 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 to appeal.

d. Corrective Action. The decision of the Adjutant General may require the HRO to take corrective action as follows:

1. Correct the retention register.

2. Correct the employee's specific notice.

3. Restore the employee to his/her former grade/pay level or one with similar duties, status, grade, and pay when the employee was reduced or separated improperly.

4. Reimburse the employee for all pay lost as a result of any improper RIF action.

e. When an employee's appeal uncovers an error that does not change the outcome of the RIF, the Adjutant General will direct appropriate corrective actions.

ARTICLE 22

DISCIPLINE

22-1 GENERAL:

a. This article applies to matters of **CONDUCT.** Actions that relate to **JOB PERFORMANCE** will normally be accomplished in accordance with the agency performance appraisal system and contract modifications. It is acknowledged that in some cases, discipline is necessary. The parties agree that discipline will be based on just cause and be consistently applied equitably and promote the efficiency of the federal service.

b. The parties recognize that there are three types of employee discipline that may be appropriate; i.e., counselings/warnings, disciplinary action, and adverse action. Discipline may be taken for the purpose of correcting employees' behavior and/or problem situations to maintain discipline and morale among other employees. A supervisor may consider a closer degree of individual supervision and/or warnings to effect corrective action prior to undertaking a formal disciplinary action.

c. In order to be effective, constructive discipline must be timely. Discipline should be initiated within a reasonable timeframe after the offense becomes known to the individual's supervisor.

22-2 COUNSELINGS/WARNINGS:

a. Supervisors may administer an oral/written counseling or an oral/written warning. This type of action will consist of a businesslike discussion between the employee and his supervisor. The employee will be advised of the specific infraction or breach of conduct and exactly when it occurred. The employee will have a labor organization representative present if requested.

b. Counselings and warnings will be recorded on NGB Form 904-1 or its automated replacement, in pencil and initialed by the employee. Records of counseling may not exceed three (3) months and records of warning six (6) months unless they relate to an ongoing problem.

c. To protect the confidentiality of the supervisory records and to preserve the privacy of the individual, records will be maintained at the lowest level of supervision. Access will be limited to management, affected employees, and individuals to whom the employee has given written permission.

d. If the employee feels that the counseling/warning is improper, the employee may file a grievance through the negotiated grievance procedure. If the

grievance is upheld, the action could be withdrawn and any record of the action be deleted.

22-3 DISCIPLINARY ACTIONS:

Disciplinary actions consist of oral admonishments and written reprimands. The supervisor will gather facts prior to initiating the action. Supervisors may choose to discuss the situation with the employee, conduct a fact-finding inquiry, and/or utilize information already available to initiate the action. If an oral admonishment or letter of reprimand is decided upon, the following procedure will apply:

a. An oral admonishment:

(1) Is a disciplinary action that notifies an employee to desist from a certain course of action. The supervisor will describe the offense in sufficient detail to enable the employee to understand why the admonishment is necessary. The employee may have a labor organization representative if requested.

(2) Will be annotated in pencil (date and subject) on the NGB Form 904-1 or its automated replacement. The admonishment may not be retained longer than nine (9) months unless they relate to an ongoing problem.

(3) To protect the confidentiality of the supervisory records and to preserve the privacy of the individual, records will be maintained at the lowest level of supervision. Access will be limited to management, affected employees, and individuals to whom the employee has given written permission.

b. Written reprimand will:

(1) be signed by the appropriate supervisor and coordinated with HRO for contractual and procedural accuracy.

(2) describe the offense in sufficient detail to enable the employee to understand why the reprimand is being given.

(3) inform the employee that the letter will be filed as a temporary document in the Official Personnel Folder (OPF) until a specific date. Retention period may not exceed twelve (12) months unless it is related to an ongoing problem.

The employee may have a labor organization representative if requested.

c. If the employee feels that the oral admonishment or a letter of reprimand is improper, the employee may file a grievance through the negotiated grievance

procedure. If the grievance is upheld, the action will be withdrawn and any record of the action be deleted.

22-4 ADVERSE ACTIONS:

a. Adverse actions result in either a suspension, change to lower grade, or removal.

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

(2) Having a "cause" is not sufficient to warrant an adverse action. Management must also conclude that taking an adverse action will promote the efficiency of the service. This is done by establishing a relationship between the "cause" and its impact or effect upon the efficiency of the service (i. e, the technician's ability to perform his/her duties; the agency's ability to fulfill its mission).

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

(1) Employee will be given a written proposed adverse action signed by the individual proposing the action. The employee or their designated representative will be given the opportunity to reply to the charges, in writing and or in person, to the deciding official.

(a) The employee will be given ten (10) working days to reply to the proposed action. Time extensions may be granted by the deciding official provided sufficient written justification is provided.

(b) If requested, all evidence and materials relied upon to support the action will be provided to the employee or their designated representative. Security or classified data may be withheld, if appropriate.

(c) A sufficient amount of excused absence will be provided to the employee and their representative to: (1) review all evidence and materials and (2) prepare the reply to the proposed action. The supervisor determines a sufficient amount of excused absence.

(2) The employee will be given a Notice of Original Decision, signed by the deciding official that will state the specific action being taken. Upon receipt of the decision the employee has twenty (20) calendar days to file for an appellate review by the Adjutant General, an administrative hearing conducted by a National Guard Hearing Examiner, or an advisory non-binding arbitration hearing conducted by an FMCS approved arbitrator. Only one option may be selected.

(a) Employees requesting an appeal shall state their dissatisfaction and include with the appeal any proof or other supportive documents. The appeal letter will also include whether or not the individual requests representation.

(b) If the employee requests an administrative hearing, the HRO will submit a written request to NGB-HR for a list of examiners. In turn, NGB-HR will provide a list of hearing examiners. Upon receipt of the list, the local union president will be provided the list and the opportunity to provide input. The final selection of a hearing examiner will be made by the Adjutant General. A letter will be sent advising the appellant of the name of the hearing examiner. The hearing will be before the selected hearing examiner who will provide a recommendation to The Adjutant General. The Adjutant General will consider the recommendation in making the final decision. The hearing examiner per diem and travel expenses will be paid by the employer.

(c) If the employee chooses advisory non-binding arbitration to appeal an adverse action, the total cost of the advisory non-binding arbitration hearing and arbitrator will be paid by the labor organization.

(d) An adverse action will be carried out if there is no appeal to the action or the appeal procedure has been exhausted and the action upheld in accordance with **32 USC 709f**. This does not apply to situations where the technician's continued presence at work constitutes a serious detriment to life, government property, or to himself/herself or other technicians.

22-5 REPRESENTATION:

A bargaining unit member who reasonably believes that a discussion /investigative interview will lead to disciplinary or adverse actions may request that representation be present. If the employee requests representation, further questioning is not appropriate until the representative is present. If representation is appropriate, the investigative interview will be delayed for a reasonable amount of time until the employee'(s) representative can be present, at which time, the employee must cooperate in the investigative interview. If an employee then refuses to cooperate, they may be subject to a disciplinary or adverse action IAW NGB TPR 752.

22-6 RECORDS:

a. In any disciplinary or adverse action, an employee will, upon written request, be furnished a copy of all written documents in the employer files which contain evidence used by the employer to support any disciplinary or adverse action.

b. No written entry will be made in an employee's supervisory file concerning disciplinary matters without the knowledge of the employee. The employee will initial the entry. The employee's initials acknowledge **ONLY** that the employee **KNOWS** that an entry was made but in no circumstance may initialing the entry be considered as an agreement with the entry or an admission of guilt.

Article 23

Grievance Procedures

23-1 General:

Bargaining unit employees are required to use this agreed to grievance procedure as the sole means of resolving all complaints covered by this agreement. Employees retain the right to request labor organization representation in the grievance procedure or not to utilize labor organization representation. If the employee chooses not to have representation, the waiver will be documented on the negotiated grievance form and a copy will be supplied to the labor organization. A grievance must be initiated not later than thirty (30) working days after the incident that led to the grievance or thirty (30) working days from the date that the individual becomes aware of the event that constituted the grievance, whichever is later.

23-2 Definitions:

A grievance means any complaint:

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

23-3 Representation:

An employee is assured the right to present a grievance on the employee's own behalf and the labor organization is assured the right to be present during the grievance proceeding. 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.

23-4 Exclusions:

It is agreed that this negotiated procedure is a full-coverage procedure except for those matters specifically excluded by law (PL 95-454/32 USC 709) from the coverage of this agreement. Matters excluded from the negotiated grievance procedure are:

- a. Any claimed violation relating to prohibited political activities (Hatch Act Violations).
- b. Retirement, life insurance, or health insurance.
- c. A suspension or removal under Paragraph. 7532 (National Security) of Title 5, U.S.C.
- d. Any examination, certification, or appointment.
- e. The classification of any position which does not result in the reduction in grade or pay of an employee.
- f. EEO complaints
- g. Actions in accordance with 32 USC 709(f) for which the right to appeal shall not extend beyond The Adjutant General.

23-5 Exclusive Procedure:

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

23-6 Employee Rights:

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

23-7 Grievance File:

A grievance file will be maintained by the Human Resources Office (HRO).

23-8 Presenting a Grievance:

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

b. If an employee or group of employees elects to present their grievance without the assistance of the labor organization, adjustments of the grievance may not be inconsistent with the provisions of this agreement. In this case, the appropriate supervisor or manager involved will notify HRO who will in turn notify the labor organization of grievance proceedings and inform them of the time and place of such proceedings. The point of contact will be the chapter president.

23-9 Official Time:

A reasonable amount of official time, without charge to leave, will be afforded in accordance Article 8 of this agreement.

23-10 Employee Grievance:

a. It is agreed that the settling of problems may be accomplished verbally before becoming formal. At this informal stage, the employee and the representative, if utilized, or the labor organization will meet with the supervisor/manager concerned and an attempt will be made to resolve the issue(s) that has caused the problem. Both the employer and the labor organization encourage this step.

b. If a resolution cannot verbally be agreed to, the following formal procedure will be initiated within ten (10) working days:

Step 1

The grievance will be prepared in writing, utilizing the negotiated form and presented to the supervisor/manager immediately above the official addressed in paragraph 23-10(a) above according to the established chain of supervision. An information copy of the grievance will be forwarded to the HRO. The grievance will be discussed at the time of presentation of the grievance. The supervisor will provide a determination of settlement, in writing, to the grievant within ten (10) working days.

Step 2

If the grievance is not settled at Step 1, the employee may, within five (5) working days, forward the grievance to the appropriate directorate for further consideration. The directorate will provide a determination of settlement, in writing, to the grievant within five (5) working days.

Step 3

If the grievant is dissatisfied with the settlement at step 2, the grievance must be forwarded to the Adjutant General within five (5) working days. If the Adjutant General does not sustain the grievance, a written decision will be rendered within ten (10) working days to the grievant.

23-11 Employer/Labor Grievance:

a. Employer/Labor organization-initiated grievances will name the chapter president/appropriate directorate/commander as respondent . The parties agree to consider an attempt to informally resolve the grievance at an appropriate level prior to formal presentation.

b. The following procedures will be utilized:

Step 1

The grievance will be prepared in writing and submitted to the chapter president/appropriate directorate/commander. The event(s) leading to the grievance will be discussed at the time of the presentation of the grievance. The chapter president/directorate/commander will provide a decision, in writing, within ten (10) working days.

Step 2

If the labor organization/employer is dissatisfied with the written decision, an appeal will be forwarded to The Adjutant General within ten (10) working days. If TAG does not sustain the grievance, a reason in writing will be provided to the labor organization/employer with ten (10) working days.

23-12 Right to information:

Upon written request and subject to law, rule, or regulation, management will supply the labor organization documents used to support a grievance denial.

23-13 Arbitrations Procedures:

a. Arbitration may be used to settle unresolved grievances.

b. Only the labor organization or the employer may invoke the provisions of this section.

c. If either party questions the arbitrability of a matter because of alleged conflicts with applicable existing law or circumstance(s), the party alleging the issue must provide the opposite party the specifics in writing. If after providing the specifics a resolution is not reached, the arbitrator will first hear the question of arbitrability and, if possible, rule on that before proceeding to the subsequent question(s) on the merits of the case.

23-14 Arbitration Selection:

When arbitration is invoked, the party invoking arbitration, as defined in Article 23-13b, may request a list of seven arbitrators from the Federal Mediation and Conciliation Service (FMCS) and concurrently inform the other party of its intent. Within ten (10) working days of receiving the list, both parties shall meet to select an arbitrator. If agreement cannot be reached regarding the selection of an arbitrator, then the parties will alternately strike (the requesting party will strike first) names from the list until only one (1) name remains. The individual's name remaining will be duly selected to hear the grievance. The parties agree that if the selected arbitrator is unavailable to hear the grievance within sixty (60) calendar days, the parties may select a new arbitrator using the above procedures.

NOTE: If the chosen arbitrator cannot hear the case within sixty (60) calendar days, the intent of Section 23-14 is to allow the parties to select from the remaining names on the list or the requesting party may request a list of seven additional names.

23-15 Arbitration Expenses:

The employer and the labor organization will share expenses incurred for the arbitration equally. If a court reporter is required by the arbitrator to produce a verbatim transcript, the cost of the transcript will be borne equally by both parties. If either party orders a transcript unilaterally, the cost will be borne by that party and copies will be furnished to the other party and the arbitrator at no charge.

23-16 Date and Location:

The arbitration hearing shall be held on a date mutually agreed to by both parties and at a location provided by the employer.

Article 24

Appropriate Bargaining

24-1 Purpose:

Prior to the implementation of a change that could adversely affect one or more members of the bargaining unit, management will negotiate with the labor organization appropriate arrangements regarding the impact of the change(s), if requested. Such negotiations will take place prior to implementation of the proposed management action. The parties acknowledge there may be situations where implementation of actions or changes may be accomplished by management prior to notification of the labor organization where it is necessary to carry out the agency mission during emergencies. When such situations arise implementation of actions or changes and the negotiations regarding those matters may proceed concurrently.

24-2 Appropriate Matters For Bargaining:

Matters appropriate for negotiations between the parties shall include personnel policies, practices, and matters that affect working conditions unless otherwise provided for under Federal law or government-wide rules or regulations in effect at contract approval. Proposals containing language that is expressly contained in this agreement are exempt from renewed negotiations until such time that this agreement expires, unless otherwise provided for in law.

24-3 Changes Affecting Working Conditions:

a. Management agrees to furnish the labor organization draft copies of appropriate regulations/policies affecting working conditions for review prior to implementation (ref. Sec. 24-1).

b. When notified of a change in personnel policies, practices, or working conditions, the labor organization will notify management within five (5) working days of the receipt of the notice as to whether it desires to bargain the impact and implementation. If the labor organization requests to bargain, that request will contain a list of initial proposals to be bargained. Any subsequent proposals will be provided to management within 5 working days after the initial meeting, to ensure timely implementation of the proposed change(s) except when extended by mutual agreement.

24-4 Meetings:

a. Upon notification by the labor organization, management agrees to meet and confer as soon as practicable. Meeting date and time will be by mutual consent.

b. The employer and the labor organization agree that within four (4) working days decisions will be rendered on issues not resolved at the meetings, unless it is mutually agreed otherwise.

Article 25

Employee Morale

25-1 Training:

The employer will, within budgetary limitations, provide employees with training and development opportunities that will enable the employee to do their work more effectively. Such training shall be consistent with the type of work in which the employee is legally employed. Attendance at school will be based upon mutual benefit of the employer and employee and in no instance solely for the benefit of the employee.

25-2 OPF Review:

An employee, or their union representative (who has been designated in writing) will be permitted to examine individual Employee Records upon request.

25-3 Official Personnel Folder:

Affected employees will be furnished a copy of each formal personnel action, adverse or commendatory, which will be made a part of the employees' Official Personnel File. Letters, notes, news stories or articles reflecting on employees and not a part of formal personnel actions will not be furnished to or by the Human Resources Office nor made a part of the employees' Official Personnel File.

25-4 Personnel Actions:

All personnel actions shall be accomplished according to current laws, rules, regulations, policies, procedures, and the negotiated agreement.

Article 26

Employee Assistance Program

26-1 General:

The parties recognize the importance of programs established for the welfare of employees. The Employer and the Labor Organization agree to encourage employee participation in appropriate programs. The employer agrees to provide the assistance program to employee's IAW law, rule and regulation. Employees will not have their job security or promotion opportunities jeopardized by their request for counseling or referral assistance, providing they accept the counseling assistance and or treatment offered.

26-2 Objectives:

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

26-3 Program Scope:

The scope of this program includes, but is not limited to, substance abuse, emotional, financial, marital, legal and physical problems.

26-4 Confidentiality:

An employee whose performance or conduct indicates a problem may be referred to the Employee Assistance Program Coordinator (EAPC). The confidential aspects of employees with medical/behavioral problems shall be maintained. Neither, EAP personnel, counselor, or management officials shall reveal the name of a person, seeking assistance, being assisted or having been assisted, or the nature of the assistance/progress, without the employee's written consent in accordance with the Privacy Act and IAW AGO SPP 792.

Article 27

Agreement Administration

27-1 Effective Date:

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

27-2 Agency Approval:

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

b. If the agency does not approve or disapprove the agreement within the thirty-day period, the agreement shall take effect and be binding on the employer and the Jayhawk Chapter, ACT subject to the provisions of applicable law, rule, or regulation.

c. In the event that a particular article or section of an article is not approved by the Agency, the remainder of the agreement shall take effect as provided by law, unless the resolution of the issues affect the interpretation of said article or other articles within the remainder of the agreement. The articles or sections of an article not approved by the Agency shall later be incorporated as negotiations or appropriate remedies dictate and subsequent approval by the Agency.

27-3 Agreement Duration:

This agreement will remain in effect for three years from the date of approval by the agency or under the provisions of 5 USC §7114(c)(3) whichever is applicable.

27-4 Agreement Precedence:

Upon approval, this collective bargaining agreement takes precedent over conflicting provisions in agency regulations that predate or postdate this agreement except for those provided for by Federal law, or for which a compelling need has been determined to exist (5 USC §7117(b)).

27-5 Agreement Amendments/Supplements:

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

(1) Either party may initiate negotiations at the mid-point of this agreement, after service of notice no later than sixty (60) days prior to the midpoint of this agreement. Each party is limited to (5) article sections for which a demonstrated need for adjustment can be shown. In addition, any provision that becomes negotiable through a change in Federal Law may be introduced for negotiation at mid-point as well.

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

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

c. Representatives of the employer and the Association will meet within thirty (30) days to commence negotiations of the proposed amendment or supplement, unless a later date is mutually agreed upon. No changes other than those specified in the summary provided for in paragraph 27-5b of this article will be considered.

d. Approval of an amendment or supplement to the agreement will be accomplished in the same manner as provided for approval of the basic agreement as specified in paragraph 27-2 of this article.

27-6 Negotiating A New Agreement:

a. Negotiations for a new agreement will commence no earlier than ninety (90) calendar days nor later than thirty (30) calendar days prior to the termination date of this agreement unless an extension is mutually agreed to by both parties.

b. Thirty (30) days prior to the start of negotiations of a new agreement, representatives of the employer and representatives of the Jayhawk Chapter Association of Civilian Technicians will meet to initiate a memorandum of understanding (MOU) establishing the ground rules for the conduct of negotiations unless it is mutually agreed that the current MOU is acceptable.

27-7 Contract Distribution:

The employer will cause a copy of this agreement to be printed and a copy furnished to each employee currently employed at the time the whole agreement becomes effective, and furnish a copy of such agreement during the effective time period of such agreement to each bargaining unit employee subsequently hired. The Labor Organization will be provided with fifty (50) copies of the agreement. The cost of publishing the agreement will be borne by the employer.

KANSAS ARMY NATIONAL GUARD NEGOTIATED GRIEVANCE FORM

Grievant will complete items 1-11, 13, or 14, and 15 if applicable

1. Date	2. Name:	3. Position:
4. Duty Location:	5. Duty Phone:	6. Incident Date:
7. Grievance Addressed To:		8. Grievance Presented To: Signature Date
9. Contract/Regulation Reference		
10. Details of Grievance (State in detail the incident/action on which this grievance is based providing names, dates, and locations, if applicable. Continue on separate sheet(s), if necessary.)		
11. Proposed Resolution (Continue on separate sheet(s), if necessary)		
12. Grievance Steps (Initial, Date, and attach previous decisions)		
Informal _____ Date	Step 1 _____ Date	Step 2 _____ Date
	Step 3 _____ Date	Arbitration Yes No
13. Union Representing (Grievant's Signature)		14. Union Not Representing (Grievant's Signature)
15. Representative		
16. Record of Receipt (Recipient must sign and date for each step)		
Step 1 _____	Date _____	
Step 2 _____	Date _____	
Step 3 _____	Date _____	

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 24th Day of March 2004.

Employer

Union

“original signed”

“original signed”

The Adjutant General

Jayhawk Chapter,
Association of Civilian Technicians

Contract effective as of 24 April 2004