



2024
Army National Guard
Collective Bargaining
Agreement

BETWEEN
THE ADJUTANT GENERAL
STATE OF ARIZONA
AND
ASSOCIATION OF CIVILIAN TECHNICIANS
ARIZONA ARMY CHAPTER 61

**COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE ADJUTANT GENERAL OF ARIZONA AND
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**ARTICLE 1
PURPOSE OF AGREEMENT**

1.1 Preamble.

- a. This Agreement is entered into under the provisions of Title 5 Chapter 71 of United States Code (USC) as amended, hereinafter referred to as "Statute", between The Adjutant General of Arizona (TAG), hereinafter referred to as the "Employer" or "Agency", and Association of Civilian Technicians (ACT) Army Chapter 61, hereinafter referred to as "Labor Organization" or "Organization".
- b. Whenever language in this Agreement refers to specific duties or responsibilities of specific Employees or officials of the Employer, it is intended only to provide a guide as to how a situation may be handled. It is agreed that the Employer retains the sole discretion to assign work and to determine who and when they will perform the function discussed.
- c. For the terms of this contract and attachments, the term 'Business Days' will mean Monday through Friday, not counting federal holidays, or non-scheduled duty days. When specified in this agreement the term 'Calendar days' refers to every day on the calendar.
- d. Unless otherwise specified, it is agreed that for the purpose of this Agreement, references to "Employee" includes Title 32 Dual Status Technicians and Title 5 Employees, to include all tenures (permanent, conditional, indefinite, and temporary technicians over 175 calendar days).
- e. It is agreed that for the purpose of this Agreement, reference to "Employee" is intended to be gender nonspecific, unless otherwise specifically addressed herein.
- f. It is agreed that for the purpose of this Collective Bargaining Agreement (CBA), reference to the word "Management Official" is intended to mean any supervisory position, unless otherwise clarified.

1.2 Training and Distribution of CBA.

- a. A copy of this CBA will be posted on the Human Resources Office (HRO) internal webpage.
- b. The Agency will ensure supervisory personnel are provided training as to the provisions of this CBA.

**ARTICLE 2
UNIT DESIGNATION**

- 2.1 Bargaining Unit.** The Agency recognizes that the Association of Civilian Technicians, Arizona chapter 61 has been designated and selected by majority of the Employees of the Arizona Army National Guard as their representative for purposes of exclusive recognition. Therefore, pursuant to 5 U.S.C. §7112, the said organization is the exclusive representative of all Employees in the bargaining unit.

INCLUDED: All employees of the Arizona Army National Guard, excluding professional employees, employees engaged in Federal personnel work in other than a purely clerical capacity, management officials and supervisors, and guards as defined in the Executive Order.

**ARTICLE 3
CONFORMITY**

- 3.1 Agreement Not to Strike.** In compliance with Chapter 71 of Title 5 U.S. Code, the Organization agrees not to strike in any manner against the operation of the National Guard.

3.2 Military and Business Courtesy. All Employees while in military uniform, on duty, or on government property, shall comply with military customs and courtesies. Supervisors shall be cognizant of technician status and limit purely military functions. Civilian titles of address shall be used for union officers and stewards while performing their representational duties. Civilian titles of address (e.g., Mr. or Ms.) shall be used in disciplinary and adverse actions written communication. Technicians may stand in formation on a voluntary basis. Note: When mutually agreed upon by management officials and the Union a designated “no hat no salute area” may be established within their prospective facility areas. The salute will not be rendered indoors during meetings with the supervisor and/or during interview processes.

3.3 Laws and Regulations. A provision of this Agreement is valid to the extent it does not conflict with an existing or future federal statute, or a government-wide regulation that was prescribed on or before the effective date of the provision.

ARTICLE 4 RIGHTS OF THE EMPLOYER

4.1 Management Rights

- a. Subject to subsection b of this section, nothing in this chapter shall affect the authority of any management official of any agency- IAW 5 U.S.C. § 7106 and any change there to.
 - 1. To determine the mission, budget, organization, number of Employees and internal security practices of the agency; and
 - 2. In accordance with applicable laws:
 - i. To hire, assign, direct, lay off, and retain Employees in the agency, or to suspend, remove, reduce in pay or grade, or take other disciplinary action against such Employees.
 - ii. To assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted.
 - iii. With respect to filling positions, to make selections for appointments from:
 - A. Among properly ranked and certified candidates for promotion; or
 - B. Any other appropriate source; and
 - iv. To take whatever actions which may be necessary to carry out the agency mission during emergencies.
- b. Nothing in this section shall preclude any agency and any labor organization from negotiating-
 - 1. At the election of the agency, on the numbers, types, and grades of Employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work.
 - 2. Procedures which management officials of the agency will observe in exercising any authority under their section; or
 - 3. Appropriate arrangements for Employees adversely affected by the exercise of any authority under their section by such management officials.

4.2 Management Officials. Wherever language in this Agreement refers to specific duties and responsibilities of specific Employees or Management Officials, it is intended only to provide a guide as to how a situation may be handled. It is agreed that management retains the sole discretion to assign work and to determine who will perform the function discussed.

ARTICLE 5 RIGHTS OF THE ORGANIZATION

- 5.1 Exclusive Representation.** The 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 Organization is responsible for representing the interests of all members of the bargaining unit it represents without discrimination and without regard to Organization membership.
- 5.2 Changes in Bargaining Status.** The Agency will inform the Organization of any changes in employee(s) / positions (resource) bargaining unit status (BUS code) prior to implementing such changes. The Organization will have the opportunity to review the change(s) and challenge the change if needed. If the Agency and the Union cannot come to an agreement, the parties will submit a petition to the FLRA to make the decision. This does not hinder the Organization from challenging any positions' bargaining status if it believes the status is incorrect.
- 5.3 Bargaining Unit Members (BUM) List Reviews.** The parties agree to meet and review the BUM list for accuracy annually.
- 5.4 Position Classification.** It is agreed that all Classification procedures, actions and appeals will be done IAW laws, rules, and regulations. The Organization will be notified of any classification changes IAW Article 21.
- 5.5 Representation- General.** An exclusive representative of the local Organization shall be given the opportunity to be present at any form discussion between one or more representatives of the Employer and one or more Employees in the unit or their representatives concerning any grievance or any personnel policies or practices, or other general conditions of employment. Reference 5 U.S.C. § 7114(a)(1).
- 5.6 Representation- During an Examination.** An exclusive representative of the local Organization shall be given the opportunity to be present at any examination of an Employee, by a representative of the Employer, in connection with an investigation or inquiry if the Employee reasonably believes the examination may result in disciplinary action against the Employee and if the Employee requests the representation. The Employer and the Organization agrees an examination can be formal or informal and consists of but not limited to, any meeting, interview, questioning, or 15-6 investigation of an employee by any Employer representative that may result in disciplinary action against the employee, or the employee reasonably believes such meeting, interview, questioning, or 15-6 investigation may result in disciplinary action.
- a. Employees subject to investigatory interviews will acknowledge having been informed of their right to representation and will indicate their desire whether to have an Organization representative present using Appendix 4 prior to questioning being initiated. If the Employee accepts Organization representation, no further questioning will take place until the Organization representative is present. The Organization and the Agency will be served a copy of Appendix 4 and coordinate the Union Representation in a reasonable amount of time.
 - b. If in the course of an examination the Employee makes a request for Organization representation, the Employer must cease the examination until the representative arrives or end the interview. During any examination of an employee, the Organization Representative will be permitted to take notes,

confer with the employee, and ask the Employer representative clarifying questions without being viewed as disrupting or otherwise interfering with the investigation.

- c. The local Organization representative will be authorized to attend such meetings without charge to leave or loss of pay.
- d. In cases where an investigation, such as a 15-6 investigation, is initiated by the employee's military command regarding incidents that occurred while the employee was on civilian pay status (i.e., during civilian employment), the employee is entitled to request the presence of a representative from the organization during questioning (Appendix 4 will apply). The Employer shall ensure employees' rights are not violated, and the Organization representative shall be afforded the same rights and privileges outlined in subsections (a) through (c) of this section. Employees should not be interviewed in a military 15-6 investigation where they are the subject of the investigation, while in a civilian employee status for conduct that occurred when they were in a military pay status.

5.7 Representation- Other than by the Organization. As to any matter in which the Organization's authority is not exclusive, with a bargaining unit member is not precluded from acting on the Employee's own behalf or being represented by an attorney or other non-Organization representative of the Employee's own choosing.

5.8 Officers and Stewards. The Organization shall supply the Human Resource Office (HRO), in writing on a regular basis, with a complete list of all Organization officers and all authorized stewards. No person shall be recognized as an officer or steward of the Organization unless his/her name appears on the most recent listing supplied to the Employer. The Organization will ensure a copy of this list is posted on all bulletin boards established under authority of Article 5, Section 11 of this agreement. The Employer and Organization agrees that stewards are not permitted to enter into an agreement with any management official / Supervisor without express permission from the Organization President or their designated representative.

5.9 Stewards Areas of Responsibility. The Organization has the right to designate its representative in any matter. The Organization has the right to select up to twenty-two (22) stewards. If there is a significant change to employee force structure, this subsection of Article 5 can be readdressed through Impact & Implementation (I&I) bargaining. The Organization assigns officers or stewards areas in which they normally will provide representation. The Organization will inform the HRO of these assignments and any changes thereto.

5.10 Utilization of Workspace. The Employer agrees to permit Employees who are representatives of the Organization to utilize a secure desk or filing cabinet within their work area to maintain Organization records. If this interferes with the mission of the Employer, the Employer will provide representatives with a secure desk or filing cabinet for this purpose at a convenient alternative location.

5.11 Distribution System. The Organization will be permitted to use the Agency internal distribution system. This distribution will not include internal Organization business or literature for general distribution to members. The Employer will not be responsible for any Organization material sent through distribution.

5.12 Office Equipment. The Organization will be allowed access to and use of office equipment when available for representational duties. Use for non-representational purposes will occur only during non-duty time. Consumable supplies (i.e. ribbons, ink, paper, etc.) used for non-representational purposes will be replaced by the Organization at the Organization's expense, to the extent the consumption is significant and reasonably capable of determination.

5.13 Bulletin Boards.

- a. A minimum of twelve (12) square feet will be designated for bulletin boards in major work areas, where more than three (3) bargaining unit members are employed, for the display of Organization literature, correspondence, and notices. The Organization agrees that items posted will not violate any law or contain scurrilous or defamatory material. Material found to be in violation of this provision will be promptly removed. It is the responsibility of the Organization to keep bulletin boards neat and orderly. Organization officials or their designated representatives are the only authorized personnel to post or remove material on the bulletin board areas designated for Organization use.
- b. Annually and upon request, representatives from the Employer and the Organization will confirm the actual location of the Organization bulletin boards. The bulletin boards will not be moved without prior notice and the agreement of both parties.

5.14 Meeting Rooms. During normal duty hours, the Organization is entitled to use Employer meeting rooms, when available, for representational purposes. When the Organization desires meeting rooms for the purpose of conducting general membership meetings or other non-representational purposes, the Employer will provide available space when it can be provided without any additional cost other than normal utilities, and when it will not create a need for additional security personnel. The Organization will submit all requests for the use of meeting rooms to the Employer or his designated representatives as soon as possible before the date of the meeting, to include the date, time and facilities desired.

5.15 Office Space.

- a. The Employer agrees to provide two separate office spaces, one in the Phoenix / Papago area and one in the Marana / Silverbell Heliport area. These offices will be environmentally controlled with heating, ventilation and air conditioning (HVAC), and accessible at the Organization's discretion. The entry door will remain consistent with Facility Maintenance Office (FMO) locksets throughout the state.
- b. The Employer agrees to allow the Organization to erect a sign outside of the location that meets FMO standards. The Organization agrees to pay for any cost incurred to the Employer for phone service.

**ARTICLE 6
RIGHTS OF EMPLOYEES**

6.1 General. The Employer and the Organization agree the Employees shall have and shall be protected in the exercise of the right, freely and without fear of penalty of reprisal, to form, join or assist that Organization or to refrain from any such activity. The freedom of Employees to assist the Organization shall be recognized as extending to participation in the management of and acting for the Organization in the capacity of any Organization representative, including presentation of its views to officials of the executive branch, the Congress, or other appropriate authority. This agreement does not authorize participation in the management of a labor organization, or acting as a representative of such an organization by a supervisory or an employee when the participation or activity would be incompatible with law or with the official duties of the employee. The Employer shall take such action, consistent with law or with directives from higher authority, as may be required in order to assure Employees are apprised of the rights described in this Article, and that no interference, restraint, coercion, or discrimination is practiced within the activity to encourage or discourage membership in the Organization.

6.2 Rights to Meet with Supervisor. The terms of this agreement do not prevent any Employee from discussing matters of personnel concern with his supervisor without using the grievance procedure.

6.3 Right to Join/Not Join the Organization. Nothing in the agreement shall require an employee to become or to remain a member of a labor organization, or to pay money to the organization. Voluntary, written authorization by a member will be the basis for payment of dues through payroll deductions.

ARTICLE 7 NEW EMPLOYEE ORIENTATION

- 7.1 General.** The Employer will ensure that new Employees receive new employee orientation as soon as possible after appointment. New Employees will be given notice of where the CBA is posted on the HRO internal web page and if requested, given an electronic or written copy of the current CBA. The employer will notify the union of the date and time of new employee orientation sessions. The Employer will allow a Union representative the opportunity to attend the orientation and present provisions of the CBA and Union Management agreements.
- 7.2 Orientation.** An orientation process for newly appointed Employees will be used to cover all items which each new employee should be made aware of.
- a. The Employer agrees that, as part of in-processing, all new Employees appointed to a position in the bargaining unit shall be informed of the Labor Organization's exclusive status and will be advised of their right to join or not join the Labor Organization. The Employer will provide the Labor Organization with a list of newly hired bargaining unit Employees within one pay period of their in-processing. The Labor Organization may provide information to the HRO to be included during in-processing.
 - b. The Employer agrees to afford newly appointed Employees and the shop steward time to meet for the purpose of providing familiarization with the CBA. This time shall be subject to the supervisor's approval, and the supervisor shall have the right to be present and participate in this meeting. Solicitation of membership is prohibited during this meeting.

ARTICLE 8 OFFICIAL TIME ALLOWANCE

8.1 Official Time Entitlement.

- a. Labor Organization representatives will be granted official time, for periods when they would otherwise be in a duty status, to perform or participate in official Labor Organization activities (other than purely internal Labor Organization matters) as provided for in this section IAW Chapter 7131 of Title 5 U.S. Code and any changes thereto.
- b. Official time will be made available without loss of annual leave during normal duty hours for the Labor Organization representatives to carry on business of mutual interest to the employing agency and the Labor Organization. Official time provisions encompass negotiations between a Labor Organization representative and an Agency representative, regardless of whether such negotiations pertain to the negotiation or re-negotiation of a basic collective bargaining agreement. Labor Organization representatives' normal work schedule may be adjusted to provide for the most efficient utilization of the approved official time provisions contained within this article.
- c. For the purpose of official labor relations matters covered by this Agreement and involving eligible members and/or management policies or practices including, but not limited to: personnel issues, policy and practice disputes, mediation, and alternative dispute resolution, representatives of the Organization will be provided reasonable Employer resources including but not limited to the use of work stations, computers, printers, photo copiers, phones, and other research materials.

8.2 Granting of Official Time. Official time will be granted in the following manner. Official time provisions include, but shall not be limited to:

- a. Organizational Union representatives conferring with Employees and/or supervisors on grievances. Union representatives and Employees will notify their immediate supervisor and obtain concurrence prior to leaving their assigned area. The Management Official must concur unless the mission of the section cannot be accomplished without the presence of that representative or Employee. The Management Official may delay the representative or employee's departure based on mission requirements. If delayed, the Parties will agree to a mutual time for release.
- b. **Official Time Approval / Accountability.** Official time requests will be submitted to the supervisor through oral, text, or email. The supervisor(s) may confirm the requested official time by the HRO/LRS. If the Organization Representative is not provided with an answer to the request prior to the time requested, the Representative will confirm through the LRS for approval.
- c. Time accountability will be kept on the OPM form 71 through the time keeping system of record (currently ATAAPS). The form will be generated by the Organization representative and submitted to the supervisor(s) for approval and the Labor Relations Specialist (LRS) for tracking. If the official time cannot be submitted in ATAAPS at the time of the request, it will be completed prior to pay period certification.
- d. Matters in connection with which official time is authorized include, but are not limited to:
 1. Labor/Management meetings to meet and confer and/or bargain procedures and implementation of policies that affect working conditions or for the union to make recommendations to the agency.
 2. Preparatory time for pre-negotiations, negotiations, appeals, grievances, complaints, scheduled training/meetings, or post event requirements.
 3. Travel time to and from scheduled training/meetings with The Adjutant General or other Management Officials. In accordance with the applicable Joint Travel Regulation, the union representatives will receive travel and per diem allowances when these meetings are scheduled out of the representative's immediate area.
 4. The Chapter President/Treasurer will be granted reasonable official time to prepare and maintain records and reports required of the Labor Organization by federal agencies. To maintain financial records and books required of the DOL, Internal Revenue Service, etc.
 5. Employees shall have the right to act for the Labor Organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the executive branch of government, the Congress, or other appropriate authorities. The Employees shall be granted official time in any amount the agency and exclusive representative involved agree to be reasonable, necessary, and in the public interest in accordance with applicable law, rule, and regulation to the extent not prohibited by law.

8.3 Labor Representative Training. Labor Organization representatives are authorized official time to attend training sessions conducted by the Employer and/or the Organization. Reasonable travel time not to exceed one day to and from the Organization sponsored sessions, seminars or meetings will be considered official time. It is understood that this training will be of mutual concern to the Employer and necessary to the Organization official as a representative of the Organization and in the public interest. Approval will be granted except when there are mission related reasons requiring mandatory coverage and/or mission of the functional area precludes such release. The Organization will request this official time, in writing and include the training agenda to the LRS or designated representative for approval two weeks prior to training date.

8.4 Wear of Military Uniform. Union representatives are not required to wear the military uniform while performing representational functions or other union activity related functions. Bargaining unit members will not be required to wear the military uniform while appearing as a grievant or as a witness at a third party proceeding. When official time is granted, it will include time reasonably necessary to change out of and back into military uniform.

ARTICLE 9 TRAINING

9.1 Training and Career Development.

- a. It is the Employers policy to establish training and development for full-time Employees to acquire the skills, knowledge, and abilities to perform mission-related duties and improve individual and organizational performance through Employees continued developmental training which is relative to job duties, certification, performance expectations, or Agency mission requirements. IAW applicable Laws, rules, regulations, and negotiated local policy.
- b. Training Resources include but not be limited to ATRRS, PEC, Online Training, OSHA, and commercial vendors (i.e., OSKOSH, Detroit Diesel, Empire Cat training centers, NDI, GE engine, corrosion prevention, Airframe and Power plant, and confined space entry).
- c. Management Officials shall ensure Employees receive timely new equipment operator training for workplace specific equipment by certified trainers to ensure compliance with regulatory safety requirements.

9.2 Financial and Leave Loss to Employees. The Employer will strive to ensure that the Employee will not incur a financial or leave loss when directed to attend training. When the training relates to the federal civilian occupation/ position description the Employer should where possible have the Employee in a federal civil employment status so as to minimize the adverse impact to the Employees pay and leave.

9.3 Physical Fitness Training.

- a. This CBA will serve as sole source guidance pertaining to Physical Training procedures for Title 5/32 Employees in the Arizona Army National Guard. All previous collective bargaining agreements (CBA), SOP's, policies, memorandums, and physical training (PT) plans pertaining to physical fitness training during regular duty hours are here by rescinded upon approval of this 2024 CBA.
- b. Participation in PT during regular duty hours is authorized for all bargaining unit members.
- c. All Bargaining Unit members (Employees) are authorized up to one (1) hour of duty time each day, to include travel to and from, changing into and out of PT clothes and personal hygiene, on three (3) different workdays per week. Employees may request additional PT days with their Management Officials approval or Management Officials may approve additional PT days on their own initiative.
- d. Permissible on-post or off-post PT activity consists of:
 - 1. On-post refers to any PT activity that starts and ends at the bargaining unit member's duty location.
 - i. Use of an on-base gym facility for resistance, strength, and cardio training such as Papago Park Military Reservation, Camp Navajo, Florence Military Reservation, and Silver Bell Army Heliport.
 - ii. In the event an on-post physical fitness facility is not available, any recognized workout area may be

delegated by a management official. This statement is meant to allow supervisors to identify a new location where on-post PT is not an option.

- iii. Approved PT activities consist of cardio, HIIT, strength training, mobility training and bicycling. Additional activities may be approved at the level of SMM, AASF Commander or functional equivalent.
 - iv. PT may start and finish at duty location. The immediate supervisor has the discretion to grant the employee to start and/or finish PT at a location which is mutually agreed to between the immediate supervisor and the employee (reference Article 9.3.e).
 - v. When an Employee is on an approved telework status, their duty location is their approved telework location and all provisions of this PT section will apply. The PT logbook sign in/out process will be virtual.
- e. The Employee will provide notice to the Supervisor through the sign out process of PT participation or by means (call, text, or email) mutually agreed to by the immediate supervisor and the employee. For accountability and safety purposes, Supervisors can require personnel to sign in and out of their workplace location in a PT logbook annotating date, time, location and type of exercise. Such time will not count towards Employees one hour of allocated PT time. Employees will be informed of Logbook location.
- 1. If a Supervisor denies a bargaining unit member's request to participate in PT during regular duty hours, the request will be sent to the level of SMM, AASF Commander or functional equivalent for review and consideration.
- f. On any given day it is the management's right to cancel PT on that day based on urgent mission requirements. However, management must extend cancellation to all bargaining unit members within the workplace location, not just select Employees.
- 1. Supervisors will make a reasonable effort to allow Employees to make up PT missed due to urgent mission demands at an alternate date/time during the same work week as the period that was missed.
 - 2. Urgent mission requirements definition – It is understood that urgent mission requirements relate to any unforeseeable circumstances or non-daily recurring events that are not anticipated or predicted and something unexpected has happened outside the scope of normal operations and workload. For example, a supported unit requests a dead lined/pacing item to be serviced/repared the week of an upcoming IDT/AT period. This would constitute an urgent mission requirement.
 - 3. Non-urgent mission requirement definition – It is understood that normal, everyday workload consists of technicians working on scheduled services and repairs as assigned by wage leaders and supervisors. Therefore, these recurring events can be scheduled within a shops normal forecasted workload and are not considered urgent mission requirements. Moreover, does not constitute as a reason for PT cancellation.
- g. Physical fitness training may be conducted in APFT uniform or appropriate civilian workout attire.

ARTICLE 10 EQUAL EMPLOYMENT OPPORTUNITY

10.1 Policy. Equal Employment Opportunity will be conducted in accordance with applicable laws, directives/regulations, negotiated local policy, and any change thereto are subject to I & I bargaining.

10.2 Sexual Harassment / Sexual Assault. Sexual Harassment complaints will be processed in accordance with applicable laws, directives/regulations, negotiated local policy, and any change thereto are subject to I & I bargaining.

10.3 Employee Assistance Program (EAP). The Employee Assistance Program (EAP) will be administered in accordance with applicable laws, rules, and regulations.

10.4 EEO Complaint Process. The agency is committed to providing equal employment opportunity (EEO) for all employees and applicants in every aspect of employment and working conditions. EEO complaints shall be handled in accordance with Appendix 2.

a. **Pre-Complaint Process.** Employees who believe they have been subjected to discriminatory treatment or conditions must contact an EEO official or counselor within 45 days of the incident. The agency may extend this deadline under certain circumstances, such as lack of awareness of the event, or other justified reasons. Employees should inform the EEO counselor or officer about their desire to have union representation during the initial stages of filing a complaint to ensure smooth coordination throughout the process. The pre-complaint process includes:

1. Assessment by an EEO official/counselor to determine if the claim falls under discrimination protections of 29 CFR s. 1614.
2. An overview of the EEO complaint process, including Alternative Dispute Resolution (ADR) options and traditional counseling.

b. Informal Processing - ADR/Traditional Counseling

1. **Traditional Counseling:** An EEO counselor will attempt to resolve the complaint within 30 days, extendable by up to 60 days for good cause.
2. **ADR:** If suitable, and with the employee's agreement, an ADR mediator will facilitate a mediation conference. Successful resolutions are documented in a Negotiated Settlement Agreement.
3. If unresolved, the counselor provides a final interview, detailing the reasons for non-resolution and informs the employee of their right to file a formal complaint.

c. Formal Complaint Processing

1. If the above attempts fail or ADR is not elected, the employee will be issued a notice of a right to file a formal complaint.
2. The employee must file a formal complaint within 15 days after receiving the Notice of Right to File from the EO Representative / Agency.
3. The agency will acknowledge the complaint and must complete an investigation within 180 days.
4. The employee has rights to:
 - i. Request an EEOC Administrative Judge hearing after 180 days from the complaint or upon completion of the investigation.
 - ii. Appeal agency decisions or dismissals within 30 days.

- iii. File a civil action in federal court under various timelines depending on the case's status within the administrative process.

ARTICLE 11 HOURS OF WORK

- 11.1 Administrative Work Week.** The Employer has agreed that the basic workweek is established as forty (40) hours of work per week or eighty (80) hours bi-weekly. Work schedules shall be jointly agreed upon by the labor Organization bargaining unit Employees and the Directorate/O6 for final approval by Chief of Staff (CoS). In cases of emergency or mission critical needs the Employer retains its rights to change the work schedule IAW 5 U.S.C. § 7106 and any applicable laws, rules, or regulations.
- 11.2 Work Schedules.**
- a. The administrative work week shall consist of one of the following approved work schedules.
 - 1. Five (5), eight (8) work week schedule.
 - 2. Five (5), four (4), nine (9) work week schedule.
 - 3. Four (4), ten (10) work week schedule.
 - 4. Other schedules as determined by mission needs and subject to the process in 11.1.
- 11.3 Employee Notices.** The Employer will give Employees fourteen (14) days' notice of a change in the work schedule, except when the head of an agency determines that the agency would be seriously handicapped in carrying out its functions or that costs would be substantially increased.
- 11.4 Special Work Schedule Requests.** The Employer recognizes the need of Employees who, due to personal and/or family problems (i.e., single parents, childcare, illness in immediate family, attendance of civilian educational classes), require special consideration and will make every effort to grant an exception to the determined work schedule. Any work schedule exceptions, must be submitted in writing detailing employee issue through the supervisory chain to the Directorate/O6 for final decision.
- 11.5 Donning and Doffing of Clothing.** The Employer will allow 15 minutes for Employees to change into and out of protective gear, clothing, and uniforms during the duty day before the start of work and before the end of the workday. 30 minutes total per each workday, unless extended by the supervisor for certain situations they determine to be justified and or necessary.
- 11.6 Cleanup Time.** The Employer will allow a reasonable amount of time for Employees to clean up immediate work areas and put away equipment. When it becomes necessary, a supervisor may assign tasks requiring Employees to perform needed work during cleanup periods.
- 11.7 Differential Pay.** IAW applicable laws, rules, and regulations.
- 11.8 Overtime.** IAW applicable laws, rules, and regulations.

ARTICLE 12 ASSIGNMENT OF WORK

12.1 Additional Duties.

- a. Upon appointment, the supervisor shall provide the Employee with their Position Description (PD). The Employee PD prescribes the work to be performed with an overview of the duties and responsibilities. Employees may, from time to time, be required to perform duties other than those reflected as principal duties of the PD. Consequently, each PD contains the statement, "perform other duties as assigned." At no point shall a supervisor amend and/or change an employee's PD.
 1. The term "other duties as assigned" as part of the PD is defined to mean duties outside of the ones specifically listed in an employee's PD that the Agency or supervisor deems necessary to complete and the employee is qualified to carry out. If any "other duties" should be assigned with such frequency as to become "regularly assigned" and they meet the definition of major duties, then the agency should notify NGB so that the position description can be reviewed for revision. If unrelated duties are assigned on a routine basis, the position should be amended to include such duties. Work assignments shall not be in violation of prohibited personnel practices, any relevant law, rule, regulation, or this CBA, nor should they create unnecessary hardships, potential health hazards, or discrimination against any employee or group of Employees. Major duties are those that represent the primary reason for the position's existence, and which govern the qualification requirements. Typically, they occupy most of the employee's time.
 2. It is acknowledged that there are vacancies that exist from time to time that are not or cannot be filled. The agency shall determine which, if any, duties of these vacant positions it desires to assign to Employees and shall determine which Employees are qualified to perform them. The Employer, when assigning these duties, shall make every effort to distribute the duties among those Employees capable of performing the duties in an effort to not over burden any single employee.

12.2 Details.

- a. A detail is the temporary assignment of an Employee to a different position for a specified period, with the Employee returning to his or her regular duties at the end of the detail.
- b. Details for over 120 days that are made to a higher grade position or to a position with known promotion potential must be made under competitive promotion procedures as set forth in the Merit Placement Plan. Competition may be held from the onset if management feels that the position will be filled permanently.
- c. Details of more than 30 calendar days will be recorded on SF52, and a copy filed in the electronic official personnel folder (eOPF). Details for periods less than 30 calendar days, but more than one pay period, will be recorded on a SF 52 with one copy for the Employee and one copy to be filed in their eOPF, at the request of the Employee.
- d. Where possible, qualified volunteers for details will be sought and used before non-volunteers are assigned.

12.3 Seniority (within series and grade).

- a. Seniority should be used to fill crew or shift vacancies. Positions should be offered to most senior qualified technician first. If no volunteers are found, the crew or shift vacancy will be assigned to the qualified employee with the least seniority.

- b. Crews and shifts will be bid using seniority at least every 6 months or when crew changes are required.
- c. Employer will post a list of the positions that need to be filled on each crew and/or shift.
- d. Management will post a seniority list in each facility based on grade, seniority and job title for every non-supervisory technician. The table may be in list or flow chart format as long as it is clearly understood by the Employees within that work area. This list will be used to form an equitable plan for work assignment, shift assignments, compensatory time, training opportunities, and temporary promotions. This does not preclude management's right to assign work or to have Employees compete for assignments. Work areas with three (3) technicians or less may provide this information to Employees in writing, areas with four (4) technicians or more will post the seniority list in a common area.

ARTICLE 13

SAFETY / HEALTH

13.1 Employer and Organization Responsibility. The Agency and the Organization agree to exert every reasonable effort to provide and maintain a work environment conducive to the safety and well-being of Employees. Negotiated local policies, directives, and any change thereto are subject to I & I bargaining. Management's intent is to provide the necessary briefings, instructions, training, or education, and ensure all available safety precautions and devices have been incorporated.

13.2 Safety Committees.

- a. Each activity / shop will meet safety committee requirements IAW appropriate safety rules and regulations. Local safety committee membership will be determined by the Organization and in concurrence with State Safety Program. The names of personnel serving on local safety committees will be published and posted on appropriate bulletin boards.
- b. The State Safety Council will have at least one member nominated by the Organization.

13.3 Safety Inspections.

- a. The Employer agrees that a bargaining unit member designated by the Organization be provided the opportunity to be present on official time, to accompany an inspector at every stage of the inspection process and raise concerns. This encompasses any safety, occupational health, or industrial hygiene surveys conducted by an entity internal or external to the Employer.
- b. The supervisor of each activity agrees to notify the Organization representative of the date and time of the above inspections as soon as they are known. The results of these inspections will be posted to the appropriate safety bulletin board. Findings and/or results of these inspections will be provided promptly to the Organization representative upon completion of the inspection.

13.4 Personal Protective Equipment (PPE).

- a. The Employer and the Organization agree to promote the use of PPE by Employees.
- b. Required PPE needed before a position or task will be provided to the Employee before work begins.
- c. The Employer agrees to provide PPE at no cost to the Employee. Unserviceable PPE will be replaced on a direct exchange basis or put on order (and annotated that this is a safety item).

- d. Each shop or facility in accordance with applicable rules and regulations will maintain adequate supplies of PPE.
- e. Prescription safety eyewear will be made available at no cost to the Employee. The Employee at their own personal expense will submit a current prescription to the Employer. The Employee will have an option of clear or tinted lenses. The Employee will furnish current eyeglass prescriptions and new prescriptions as his/her vision changes. All issued safety glasses broken on the job will be replaced at no cost to the technician.
- f. The Employer will ensure all required PPE is in compliance with government wide rule, regulation, local state requirements, and OSHA regulation.
- g. The Employer agrees to provide, at no cost to the Employee, the additional extreme weather (cold or hot) clothing and equipment to support their job duties while working outdoors. A current list of this clothing and equipment will be determined by the Organization and the Employer at the Directorate/O6level through mutual negotiation. The agreed upon list will be posted for all Employees by facility. This clothing and equipment is specific to their fulltime duties and is in addition to unit specific issued clothing and equipment.
- h. The Employer will establish a PPE file on each Employee. It will contain the record of all PPE items issued to the employee for their duty performance. PPE hand-receipted for use in the Employee's position will be recouped upon transfer or termination.

13.5 Hazardous Work Situations. All applicable safety directives and regulations shall be followed in the performance of an employee's duties. All Employees and supervisors will address any safety violations in the workplace immediately, and added to the State HAZLOG, if applicable.

- a. Imminent danger is defined as any condition where there is reasonable certainty that a danger exists that can be expected to cause death or serious bodily harm immediately or before the danger can be eliminated by redress through normal hazard reporting and abatement procedures.
- b. When it is determined that an imminent danger exists, Employees will not be required to subject themselves to such danger. An Employee may refuse to perform a task when both of the following criteria are met:
 1. There is reasonable belief that there exists an imminent risk of life or serious bodily harm and;
 2. There is sufficient time for the individual to have the situation resolved by any method other than refusing to perform the task.
- c. The Employer recognizes that in some circumstances, the interruption of utility services such as water, electricity, and heating, ventilation, air-conditioning (HVAC), can violate OSHA and other safety regulations and place Employees at increased risk of injury. The Employer agrees to abate or correct any safety violation, hazard or increased risk of injury to Employees, and make every reasonable effort to provide advance notice to the Organization and Employees, when such interruption is planned and foreseen. When unforeseen utility interruption occurs, the Employer will inform an Organization representative as soon as possible. Examples include but are not limited to:
 1. Not performing work on batteries when deluge shower and eye wash stations are inoperative when water service is interrupted.
 2. Providing alternative sources of heating, ventilation, and air conditioning (HVAC) when service is inoperable.

3. Providing alternative sources of drinking water when water service is interrupted.
4. Limiting refueling operations when shower and/or fire suppression is inoperable.

13.6 Extreme Temperature / Work Situations. The Employer and the Organization mutually recognize the hazards of working in extreme temperatures, while at the same time, acknowledge the necessity for accomplishing certain tasks to varying extent even in the most extreme temperatures. The Organization acknowledges that it is the responsibility of each Employee to ensure the adequacy of personal clothing worn to make full and proper use of all such protective equipment prior to working in extreme temperatures.

- a. The Employer acknowledges that there are certain extremes of temperature and weather beyond which Employees are incapable of performing sustained work. Employees will not be required to work in extreme temperature situations for extended periods of time without reasonable relief away from the extreme temperature situation. Follow guidance for work rest cycles found in FM 21-10, or applicable regulation.
- b. The Employee will communicate concerns to the supervisor in order for the supervisor to determine what these periods will be. Any dispute will utilize the hazardous work situation reporting procedure in Section 13.5.
- c. The Employer agrees to provide environmental control measures sufficient to mitigate extreme temperatures where central cooling or heating is not installed or insufficient to maintain a safe working environment.

13.7 Contaminated Clothing. When an Employee's clothing has become stained or saturated with petroleum, oil, and lubricants, hazardous chemicals and/or other contaminants, which may endanger the Employee or create a safety or health hazard, the Employee will be required to change into fresh clothing. The Employer will provide a means for Employees to clean contaminated clothing at the worksite to avoid contamination to personal residence and avoid contamination of family members. IAW applicable laws, rules, and regulations.

13.8 Health Examinations. Upon request, the Employer agrees to provide to the Organization a list of all required health examinations, hearing tests, pulmonary studies, or evaluations required by law, regulation or policy for all bargaining unit members. Upon request, the Employer also agrees to inform the organization with test schedule status of bargaining unit members. A written copy of the test results will be provided to each member.

13.9 Injuries to Employees. Employees shall immediately report job connected injuries or illness to their supervisor. It is the responsibility of the supervisor, along with the Employee, to ensure that the proper procedures are followed and that all necessary forms and notices are completed. Employees with serious injuries will be treated first, followed by the necessary paperwork. Employees will be fully advised by the Employer as to the Employee's rights and obligations under the Federal Employee Compensation Act.

13.10 Light Duty.

- a. **Definition:** Light duty is defined as duty subject to medical restrictions due to injury or illness. Assignment to light duty is considered temporary when the Employee is in the recovery process from an injury or in the recuperating process from illness.
- b. **Non-job related.** When an Employee is released to return to work in a temporary light duty status by a medical professional, the Employee will submit a completed Medical Evaluation / Light Duty

request, from a medical professional for non-job-related injury or illness. The light duty request completed by the medical professional will be based off the position description (PD).

- c. **Job-related.** The employee must submit a completed CA-17 (current version) to the immediate supervisor for consideration of light duty assignment.
- d. The Employer agrees to make every reasonable effort to provide suitable temporary light duty work, which the employee is qualified to perform, under the following circumstances:
 - 1. Work is available.
 - 2. The work provided will not present undue risk of liability to the Employer or hazard to other Employees.
- e. The Employee will provide the supervisor with an updated medical evaluation / light duty request not later than the next scheduled medical evaluation.

13.11 Personal Hygiene. The Employer agrees to provide and maintain adequate facilities and supplies for personnel to perform personal hygiene in accordance with OSHA regulations and accepted industry practice. At a minimum, this will include hot and cold running water, hand soap, and paper towels or other means for Employees to dry their hands. Employees who perform maintenance or industrial duties will also have available to them waterless-type hand cleaner and be provided with securable lockers adequate to store PPE and uniforms required in the performance of their assigned duties.

13.12 Sanitation and Health Standards of Facilities.

- a. In accordance with applicable health, safety and government regulations, the Employer agrees to maintain its facilities in a hygienic manner. At a minimum this includes:
 - 1. Indoor workplace temperatures will be maintained within the range specified by industry standards.
 - 2. Lighting adequate to perform the work required of Employees.
 - 3. Adequate supplies of hot and cold running water, toilet paper, soap, and paper towels to perform personal hygiene required during the workday (i.e., hand washing after use of toilets and after exposure to harmful chemicals). Alternative technologies that substitute for paper towels are allowed.
 - 4. Adequate ventilation of work, office, showers and rests rooms.
 - 5. Safe drinking water at the work facility or site for all personnel, adequate for the days-planned duration and activities.
 - 6. Any building will comply with OSHA requirements for restroom facilities.
- b. With the exception of emergencies, the Employer agrees to provide advance notice to the Organization and affected Employees when construction or required repairs affect or impact the minimum hygiene standards agreed to in section 1, and / or disables required safety devices / measures or otherwise affects conditions of employment. The length of notice shall be adequate to allow for bargaining on the issue before the construction / repairs begin. When emergencies occur, the Employer agrees to notify the Organization and affected Employees as soon as possible.

13.13 Hazardous Material and Emergency Responses.

- a. Incidental Spill: Defined as a chemical or a substance that is either spilled punctured or released from its source container and the chemical release is not identified as dangerous or toxic. The amount of chemical released is no larger than one gallon and only requires minimal amount of PPE to be cleaned up.

Note: Minimal PPE is considered the following: chemical goggles and non-permeable gloves.

13.14 Environmental Differential Pay and Hazardous Duty Pay Policy. The Employer and the Labor Organization have as their objective the elimination or reduction to the lowest level possible all hazards, physical hardships, and working conditions of an unusually severe nature. When the Employer's action does not overcome the unusually severe nature of the hazard, physical hardship, or working condition, an environmental or hazardous differential may be warranted. Employees will be granted environmental differential pay (EDP) or hazardous duty pay (HDP) in accordance with applicable laws, rules, regulations, and DEMA policy. The Employer will establish a committee to set policy and procedures for implementation of these pay differentials. The Employer will determine the committee membership. The Organization shall designate no fewer than two bargaining unit members, one from surface maintenance and one from aviation as part of the committee.

13.15 Workers' Compensation Claims. Employees who wish to file a workers' compensation claim must first register for an Employees' Compensation Operations and Management Portal (ECOMP) account at www.ecomp.dol.gov. Registering for an account does not require any supervisor or agency approval. Workers' compensation claims cannot be filed or processed unless an Employee has an existing ECOMP account.

- a. The agency will notify new Employees of the requirement to register for an ECOMP account during new employee orientation when providing information about the workers' compensation process. This notice will include a written slide or briefing that includes the ECOMP website address and an overview of how to register for an ECOMP account.
- b. On an annual basis, the agency will provide all Employees with written information about the workers' compensation process, to include the requirement to have an ECOMP account prior to filing for a workers' compensation claim and information about how to register for an ECOMP account.
- c. Employees should ensure they retain all medical documents received from a medical facility. Ensure the medical documents are signed by a medical doctor (MD), not a physician's assistant (PA) or other medical professional.

ARTICLE 14 LEAVE

14.1 Leave and Excused Absences. Leave will be conducted in accordance with applicable law, directives/regulations, negotiated local policy, and any change thereto are subject to I & I bargaining.

- a. Leave Use. Employees have the right to request leave at their discretion for such purposes as employee vacation use, special circumstances, medical exams/appointments, and family needs. Employees should attempt to schedule their leave early or as soon as possible to avoid scheduling conflicts with fellow employees and to avoid hindering mission accomplishment.
 - 1. It is understood unplanned leave occurs and supervisors should refrain from denying employees requests for unjustified reasons and/or requiring more than a basic explanation for the employee's leave request.

2. Employees are allowed to request leave through various communication channels, including but not limited to, the ATAAPS system, (i.e. email, text, or phone call). Any verbal communication should be followed-up in writing (i.e. text, email, electronic message) by both parties.
 3. Supervisors retain the right to disapprove leave for justified legitimate mission-critical demands if they arise and should inform employees as soon as possible.
 4. Employees repetitive abuse of leave (i.e. late call-ins, last minute requests) can be subject to disciplinary actions or denial at the supervisor's discretion, so long as it can be warranted/justified.
- b. Admin / Excused Absence. Will be used following applicable law, regulations, rules, negotiated local policy, and any change thereto are subject to I & I bargaining.
1. Excused absence is authorized for Military Physical Health Assessments (PHA) / Physical Examinations conducted during the civilian duty day. Employees will not be required to use personal leave for matters required as a conditions of employment.
- c. Weather Safety Leave. Will be used following applicable law, regulations, rules, negotiated local policy, and any change thereto are subject to I & I bargaining.
- d. Sick Leave Certification. Periods of absence on sick leave of more than three (3) consecutive workdays will ordinarily be supported by a note from a medical provider or medical professional (e.g., LPN, PA, MD) upon return to work. For periods of sick leave of less than three consecutive workdays, the agency will ordinarily accept the employee's self-certification as administratively acceptable evidence of the need to use sick leave; however, the agency always retains the right, for any period of sick leave, to require medical certificate or other administratively acceptable (other than employee self-certification) evidence as to the reason for the absence when the agency determines it is necessary to justify the period of sick leave. When an employee requests sick leave for a medical appointment, consultation, medical treatment, etc., the employee will determine the amount of sick leave necessary to accomplish the medical event, including travel time, prescription pick-up, recovery, etc.

14.2 Absence Without Leave (AWOL). When an Employee is absent from work without prior approval, the absence may be charged as AWOL. If an employee is unable to contact their supervisor prior to an absence, the supervisor will take those circumstances into account. If the Supervisor intends to charge AWOL, they must consult with HRO to determine whether it is appropriate to change the charge of AWOL to Annual Leave, Sick Leave, Compensation Time taken, Time Off Award, Administrative Leave or Leave without Pay (LWOP). If the Supervisor and HRO conclude that AWOL is the appropriate charge, they can address any adverse action resulting from the AWOL, if applicable.

14.3 Compensatory Time. Will be in accordance with applicable law, rule, and regulation.

14.4 Furlough. Furlough procedures will be conducted in accordance with applicable law, directives/regulations, local policy, and any change thereto are subject to I & I bargaining.

14.5 Standby / On-Call Status. IAW 5 CFR, Section 551.431, and any change thereto.

a. Standby (Pay Status)

1. An Employee will be considered on duty and time spent on Standby duty shall be considered hours of work if:
 - i. The Employee is restricted to the agency's premises, or so close thereto that the Employee

cannot use the time effectively for their own purposes or

ii. The Employee, although not restricted to the agency's premises:

A. Is restricted to their living quarters or designated post of duty;

B. Has their activities (free time) substantially limited; and

C. Is required to remain in a state of readiness to perform work.

b. On-Call (Non-Pay Status)

1. An Employee will be considered off duty and time spent in an On-Call status shall not be considered hours of work if:

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

ii. The Employee is allowed to make arrangements such that another Employee will perform any work, which may arise during the On-Call period. Such arrangements must be coordinated with the substitute worker and the management official concerned.

2. The Parties agree that when required, an On-Call rotational list shall be created for the purpose of covering all situations. The list shall be implemented and maintained in a fair and equitable manner. Parties agree that qualified volunteers will meet On-Call requirements first.

14.6 ATAAPS. Employees will utilize the Automated Time Attendance and Production System (ATAAPS) to account for their hours worked and submit leave requests for approval. If an employee requests personal leave through oral communication, text, electronic message, or email to their supervisor before the start of the duty day and their supervisor approves the leave request the Employee must promptly annotate the use of leave in ATAAPS upon returning to duty.

ARTICLE 15 PERFORMANCE MANAGEMENT

15.1 Policy. The Performance Appraisal Program will be administered in accordance with applicable laws, rules, and regulations and any change thereto are subject to I & I bargaining.

a. Performance Appraisal Program will be managed through the use of the current automated program of record (currently MyBiz+/My Workplace).

b. The performance standards should include specific, measurable, achievable, relevant, and timely (SMART) criteria, which provides the framework for developing effective results and expectations. Employees will be rated based on individual performance as it relates to the duties performed.

c. Performance Improvement Plans (PIP) may be issued anytime during an appraisal period. Supervisors will coordinate with HRO/LRS prior to issuing a PIP.

d. If the employee's performance declines to less than "Fully Successful" in one or more performance elements, the supervisor, in consultation with the servicing human resources office, will determine whether a PIP action is necessary, and must provide notice of the performance deficiencies to the employee through a PIP.

- e. Supervisor will provide notice to the employee by issuing a rating of record of “Unacceptable.” A rating of record of “Unacceptable” will be effective the day it is communicated in writing to the employee. If the employee succeeds in demonstrating acceptable performance at the “Fully Successful” level by the end of the PIP, a new rating of record will be recorded. The employee must be allowed to complete the PIP prior to accomplishment of a final rating of record.
- f. The supervisor must identify in writing (i.e., in a PIP):
 - 1. Element(s) in which performance is “Unacceptable” and a description of the unacceptable performance.
 - 2. What standards the employee must attain in order to demonstrate “Fully Successful” performance.
 - 3. The time allowed for the opportunity to demonstrate “Fully Successful” performance. This amount of time must be reasonable and commensurate with the duties and responsibilities of the position. Generally, this should typically be 30 to 90 calendar days, except when it is determined that a longer period is necessary to provide sufficient time to evaluate an employee’s performance.
 - 4. Statement of the possible consequences of failure to raise performance to the “Fully Successful” level during the PIP period.
- g. The supervisor must provide assistance designed to help the employee improve his or her performance during the period of the PIP. Supervisors must document the assistance provided.
- h. Conduct that is the basis for a disciplinary/adverse action shall not be addressed in an Employee’s performance appraisal unless the supervisor can demonstrate how it directly affected their work performance relating to their position’s elements and standards.

15.2 Reconsideration. Employees may seek reconsideration of issues related to the performance appraisal process (e.g., individual performance element ratings, ratings of record) through the negotiated grievance procedures.

15.3 Union Representation. The times spent away from the assigned job by union representatives in the performance of their representation duties shall not be considered when accomplishing a performance appraisal. The performance appraisal should be based only on the performance of their officially assigned work.

ARTICLE 16 GRIEVANCE PROCEDURES

16.1 Grievance Procedures. The Employer and the Organization agree that the negotiated procedure is the exclusive procedure available to the Organization and the employee(s) in the bargaining unit for processing of any grievance. 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 or union grievances. In exercising this right, the employee and the representative will be free from restraint, coercion, discrimination, or reprisal.

16.2 Grievance Definition.

- a. Any complaint by any employee concerning any matter relating to the employment of the employee.
- b. Any complaint by the union concerning any matter relating to the employment of any employee.

- c. Any complaint by any employee, the union, or the agency concerning:
 - 1. The effect or interpretation, or a claim of breach of the Agreement or,
 - 2. Any claimed violation, misinterpretation, or misapplication of law, rule, or regulation affecting conditions of employment.
- d. Matters excluded from the negotiated grievance procedures are IAW 5 USC § 7121(c)(1)-(5):
 - 1. Any claimed violations of subchapter III of chapter 73 of this title (relating to prohibited political activities);
 - 2. Retirement, life insurance, or health insurance.
 - 3. A suspension or removal under section 7532 of this title;
 - 4. Any examination, certification, or appointment; or
 - 5. The classification of any position which does not result in the reduction in grade or pay of an employee.

16.3 Grievance Representation. The Organization is the exclusive representative for itself and any employee(s) in the presentation and processing of any grievance.

16.4 Employees Right to Grieve Without Representation.

- a. If an Employee or group of Employees elect to present their grievance(s) to the appropriate supervisor without the assistance of the Labor Organization, adjustment of the grievance(s) may not be inconsistent with the terms of this Agreement. If a bargaining unit Employee, or a group of bargaining unit Employees elect to process a grievance without Labor Organization assistance, the appropriate supervisor will consult with the HRO-LRS, who will then notify the Labor Organization in writing in advance of grievance proceedings.
- b. An Employee may be represented by the Labor Organization or choose to represent themselves in any grievance(s) or appeal action. Both the Employee and their authorized representative, will be given a reasonable amount of official time to investigate, prepare, and present the grievance(s). The Labor Organization retains the right to be present at any grievance or adjusted grievance meeting.

16.5 Informal Dispute Resolution Process. The settling of problems may be accomplished verbally before going formal. At the informal stage, the Employee and the Organization representative should meet with the appropriate Management Official concerned and attempt to resolve the issue(s) that caused the grievance. This step is encouraged by both the Agency and the Organization. If a settlement cannot be reached verbally to resolve the matter, the formal grievance procedure will then be utilized. The time spent in informal dispute resolution will not count towards the established grievance suspense times.

16.6 Procedure- Employee Grievance. If a settlement cannot verbally be agreed to, the following procedure will be used:

Step 1. The grievance will be prepared in writing or electronic format, using the agreed upon current STARC AZ Form 690-1 (see Appendix 1), not later than forty-five (45) business days after the grievance took place or forty-five (45) business days after oral discussion over the grievance with the supervisor is concluded, whichever is later. The grievance will be presented to the Chief of Staff, through HRO. The Chief of Staff will provide their decision, in writing, to the grieved individual and the Organization, within

ten (10) business days from the date the grievance is received by HRO.

Step 2. If the aggrieved individual is still dissatisfied, the individual may appeal to the Adjutant General, through HRO, within fifteen (15) business days. The Adjutant General will provide their decision in writing to the grieved individual and the Organization, within fifteen (15) business days from the date the grievance is received by HRO.

16.7 Official Time. A reasonable amount of official time will be afforded in accordance with Article 8 for:

- a. To the Employee to discuss, informally, with his/her first line supervisor and/or Organization representative, any dissatisfaction the Employee might have.
- b. To an Organization representative to discuss informally or formally with the appropriate Employer official any complaint the Organization may have concerning matters under this agreement.
- c. To the employee and the designated Organization representative for preparing and presenting the grievance.

16.8 Right to Information. Upon written request and subject to law, rule or regulation, Employer will supply the Organization with all investigation reports, and/or documents used in the original action/decision when denying a grievance. This is to ensure the Organization has all the necessary information for a determination to invoke or not invoke the provisions of the arbitration article.

16.9 Procedure- Organization Grievance. Organization initiated grievances will name the Chief of Staff as the respondent. The Organization agrees to consider an attempt to informally resolve the grievance at an appropriate level prior to formal presentation. Grievance will normally be filled within sixty (60) business days after the facts leading up to the grievance become known to the Organization. The following procedures will be used for all Organization grievances:

Step 1. The grievance will be prepared in writing and submitted to the Chief of Staff through HRO. The event(s) leading to the grievance will be discussed with the Chief of Staff at a mutually acceptable time before the Chief of Staff provides a decision. The Chief of Staff will provide their decision, in writing, within ten (10) business days, to the Organization President or his designated representative.

Step 2. If the Organization is dissatisfied with the decision of the Chief of Staff, an appeal will be forwarded to the Adjutant General within fifteen (15) business days. The Organization will be provided a decision within ten (10) working days. If the Adjutant General does not sustain the grievance, a reason, in writing, will be forwarded to the Organization.

16.10 Extension of Time Limits. The above-mentioned time limits can be extended by mutual agreement, in writing.

ARTICLE 17 GRIEVANCE ARBITRATION

17.1 Policy. Only the Labor Organization or the Employer may invoke binding arbitration. If either party questions the arbitrability of a matter because it conflicts with any applicable existing law or circumstance, the arbitrator will rule on the matter of arbitrability prior to rendering his decision on the merits of the grievance. Any decision rendered by the arbitrator in the above circumstances may be challenged as provided for by law.

17.2 Issue(s) to be Arbitrated. The issue(s) to be arbitrated will be the same issue(s) raised at the final steps of grievances and will not be expanded on prior to the filing of the Request for Arbitration.

- 17.3 Procedures.** When arbitration is invoked by either party, the party invoking arbitration will notify the other party in writing of their decision to refer the grievance to arbitration within fifteen (15) business days from the date of final decision on the grievance. Within fifteen (15) business days of giving notice the invoking party will request for a list of seven arbitrators from the Federal Mediation and Conciliation Service (FMCS). Within fifteen (15) business days of receiving the list, both parties shall meet to select an arbitrator. If an agreement cannot be reached regarding the selection of an arbitrator, then the parties shall alternately strike one name from the list until only a single name remains. The one name remaining will then be the duly selected arbitrator. The party invoking arbitration shall strike the first name. If either party fails to participate in the selection process, the arbitration action will proceed with the party invoking arbitration and selecting the arbitrator.
- 17.4 Payment of Fees.** The Parties will each pay one-half (1/2) of the presiding arbitrator's regular fees and expenses unless one Party substantially prevails as determined by the arbitrator. In such cases, the non-prevailing Party shall pay sixty-five percent (65%) of the presiding arbitrator's regular fees and expenses, and the substantially prevailing Party shall pay thirty-five percent (35%).
- a. Either party retains the right to submit an Exceptions to Award per Article 17.7. If the original arbitration decision is overturned after the arbitration cost has been paid, the non-prevailing party will reimburse the substantially prevailing party the difference in arbitration cost to meet the percentage share costs above in 17.4.
- 17.5 Conduct of Hearing.** The Arbitration Hearing shall be held on a date and at a location mutually agreed upon by the Employer and the Labor Organization. In the event a date or location cannot be agreed upon, the arbitrator will decide. The Arbitration Hearing will be held during regular work hours of the normal workweek. Compensatory Time will not be authorized for Labor Organization representatives during non-work periods. In the event a party requests that the Hearing be held at a location other than an Arizona National Guard installation/facility, that party will pay the resulting costs.
- 17.6 Arbitration Decisions.** The arbitrator will be requested by the parties to render a decision as quickly as possible after the conclusion of the Hearing. The arbitrator cannot amend, supplement, or add to the provisions of this Agreement. Certification of compliance with the decision of the arbitrator, to include corrective action if taken, shall be provided to the other party as soon as practicable.
- 17.7 Exceptions to Award.** It is agreed that either party may file exceptions to the arbitrator's award with the Federal Labor Relations Authority (FLRA) under regulations prescribed by the FLRA. If no exception to an arbitrator's award is filed during the 30-day period beginning on the date the arbitrator's award is served on the filing parties, the award shall be final and binding.
- 17.8 Recorder and Transcripts.** Should a recorder be requested by either party of an arbitration, or the arbitrator both parties will equally (50/50) share the cost of the recorder and transcript copies.
- 17.9 Matter Appropriate for Arbitration.** Only those matters, which are grievable under the grievance procedure Article 16, of this agreement, will be subject to arbitration.
- 17.10 Stipulation of Issue(s).** Upon selection of an arbitrator, the Employer and the Organization will meet and attempt to stipulate as to the issue to be submitted to the arbitrator. The question may be no broader in scope than the issue to be submitted to the arbitrator. The question may be no broader in scope than the issue presented at the grievance state. If the parties cannot agree, they will each submit to the arbitrator the issue(s) they feel should be decided by the arbitrator at a date or time set by the arbitrator or by mutual agreement of the parties.
- 17.11 Scope of Arbitration.** The scope of Arbitration will be in accordance with 5 U.S.C. § 7121.

17.12 Arbitration Without a Hearing. Where the parties mutually agree to arbitration without a hearing, a written stipulation of facts to the arbitrator will be used. In this case, all facts, data, documentation, positions, etc., will be jointly submitted to the arbitrator with a request for a decision, based on the facts presented, within twenty (20) workdays after selection of the arbitrator. Costs of expedited arbitration will be shared consistent with Article 17.4. The arbitrator will render his/her award within thirty (30) calendar days following receipt of the written stipulations.

ARTICLE 18 DUES WITHHOLDING

18.1 General. Dues withholding will be extended to the Organization throughout the period that ACT, Inc., Arizona Chapter 61 remains the official representative of the bargaining unit.

18.2 Employee Eligible. Employees eligible for dues withholding are those members of the Organization in good standing who are employed in the bargaining unit and whose net salary, after legally required deductions, is regularly sufficient to cover the amount of the authorized allotment.

18.3 Definition. Dues are defined as the regular periodic amount required to maintain a member in good standing with the bargaining unit, but shall not include such items as initiation fees, special assessments, fines and similar items. Deduction(s) may be made to allow for an Organization-sponsored health program. Employer, for the purposes of this Article, means the LRS or other agreed-upon negotiated avenue for processing.

18.4 Organization Responsibilities. In application of the allotment arrangements, the Organization shall be responsible for:

- a. Providing Standard Form 1187, "Request for Payroll Deductions for Labor Organization Dues."
- b. Educating eligible Employees as to the program for allotment of dues, its voluntary nature, and the availability and uses of the required form, SF 1187.
- c. Informing Employees, when requested, as to the procedure in revoking allotments, emphasizing that the effective date of the revocation is the standard annual anniversary date (See Section 18.7) provided the allotment has been in effect at least one year.
- d. Employee will fill out SF 1187, and turn it into an Organization representative, i.e., Steward, for review and certification of Section A before forwarding to the Employer.

18.5 Employer Responsibilities. The Employer shall be responsible for informing Employees that:

- a. Allotment deductions will take effect during the first pay period beginning after the allotment form, properly completed, signed, and certified, as have been received in the payroll office.
- b. An employee may submit a Standard Form 1188, "Cancellation of Payroll Deductions for Labor Organization Dues. The form may be filed as follows:
 1. New member Employees may submit a SF 1188 within two pay periods of the one year anniversary of their joining the Organization.

2. Thereafter, employee must submit a SF 1188 in accordance with Section 18.7 of this Article.

18.6 Processing of Allotments. Processing of allotments will be accomplished in the following manner:

- a. The Organization shall submit the approved Officer Steward contact list of each current official authorized to certify SF 1187 to the Employer.
- b. The Organization will submit completed SF 1187's and other pertinent documents to the Employer.
- c. Allotments will take effect the first pay period beginning after receipt of the properly executed and correct SF 1187 in the payroll office.
- d. SF 1187's, and other material pertaining to allotments will be date-stamped upon receipt in the HRO and will be processed within seven (7) working days to the payroll office.
- e. The Organization will notify the Employer in writing, when an employee (i.e., a dues withholding member) ceases to be an Organization member in good standing. The allotment for such an employee will be terminated with the first complete pay period after receipt of the notice in the payroll office.
- f. An allotment shall be terminated;
 - 1. When the employee leaves the Bargaining Unit as a result of separation, transfer or other personnel actions. The Organization must be notified when these actions will occur. Termination in such cases will be effective as the end of the next pay period in which the Employer is notified of the action.
 - 2. Upon loss of exclusive recognition by the Organization.
 - 3. When the agreement providing for dues withholding is suspended or terminated by an appropriate authority outside the Department of Defense.
 - 4. When the employee has been suspended or expelled from the Organization.
 - 5. When employee requests termination in accordance with the provisions of this article.
- g. When an employee is in a non-pay status for an entire pay period, no withholding will be made from future pay periods to recover the dues not withheld. In the case of an employee who is in a non-pay status for only part of such pay period and the salary is not sufficient to cover the full withholding, no deduction will be made. Under these conditions, all other legal and required deductions have priority over deductions for Organization dues.
- h. The payroll office will make the remittance for dues withheld bi-weekly.
- i. The remittance will be in a single check for the dues withheld. The check will be made payable to the National Organization. It will be accompanied by the "Remittance Report" containing the following:
 - 1. Identification of the employee's organization.
 - 2. Payroll period.
 - 3. Employer's name and/or number.
 - 4. Names of the Employees and amount deducted. A second copy of the "Remittance Report" will be provided to the local chapter President.

- j. Adjustments to dues allotments will occur within two pay periods.
- k. Reinstatement of dues withholding will take place within the first pay period that employee returns to the bargaining unit.

18.7 Standard Anniversary Date. Upon receipt of a properly completed SF-1188 and following one calendar year after the employee's dues have been withheld, revocation will be processed as soon as administratively feasible once received in the Payroll Office.

18.8 Process for Suspension of Organization Dues. The following procedure is established to notify the union when bargaining unit members are not eligible to participate in automatic payroll deduction for dues:

- a. The Labor Relations Specialist will be notified via a notice from the personnel data system when a bargaining unit member's status changes which makes them ineligible for payroll deduction of dues (movement into an established non-bargaining unit positions).
- b. Upon notification, The Labor Relations Specialist will send written notification of dues suspension or termination to the civilian payroll office and the Organization at the same time.
- c. If the Employer determines that a current position should be removed from the bargaining unit, it must submit reasons in writing to the Labor Relations Specialist. The Labor Relations Specialist will then forward this information to the Organization for its consideration. If management and the Organization disagree on whether or not the Employee and/or position would belong to the bargaining unit, a unit determination will be requested from the FLRA. However until the determination is made, dues withholding will continue.

ARTICLE 19 DISCIPLINE

19.1 General. Discipline will be conducted in accordance with applicable law, directives/regulations, and negotiated local policy are subject to I & I bargaining. It is acknowledged that in some cases, disciplinary actions are necessary.

- a. The Parties agree that discipline and adverse actions will be based on just cause and will be consistently applied in order to promote the efficiency of the Federal Service. The parties recognize that discipline may be progressive in nature; however, management retains the right to make the final decision on discipline. Disciplinary action will be taken for the purpose of correcting offending Employees and problem situations and maintaining discipline and morale among other Employees.
- b. Title 32 and Title 5 Employees subject to investigation (including investigations conducted under Army Regulation 15-6) shall not be flagged at the unit level for activities that occur while on civilian duty status. Investigations concerning civilian employment matters including those conducted under Army Regulation 15-6, should not be used for non-judicial punishment or adverse administrative action on the military side. This does not restrict a military commander from conducting their own investigation.

19.2 Representation. Prior to discussions that may lead to disciplinary actions, the management official will notify the employee of the right to union representation. If the employee accepts representation, no further questioning will take place until the representative is present. If the employee chooses not to have representation, a written waiver must be signed by the employee, appendix 1. The union will be served a copy of this waiver.

- a. An investigatory interview will, if representation is requested, be delayed for a reasonable amount

of time until the employee's representative can be present.

- b. Prior to discussions that may lead to disciplinary actions, the management official will notify the employee of the right to union representation. If the employee accepts representation:
 - 1. The agency may grant the request, meaning that questioning is halted until the union representative arrives and has a chance to consult with the employee.
 - 2. The agency may deny the request and end the interview immediately; or
 - 3. The agency may give the employee the choice of either continuing the interview without a representative or discontinuing the interview.

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

- a. An appeal of a Suspension of 14 calendar days or less without pay and a Letter of Reprimand may only be made by using the negotiated grievance procedure.
- b. Adverse actions more than 14 days suspension without pay, a reduction to a lower grade, or removal from employment may be appealed to the Merit Systems Protection Board (MSPB).

19.4 Records. In any disciplinary / adverse action, if not already included in the proposed action letter, an employee will, upon written request, be furnished a copy of all written documents in the agency's files which contain evidence used by the agency to support the disciplinary / adverse action. Informal notes made by the supervisors that alleged infractions, lateness, and the like cannot be used in the proceedings against Employees unless disclosed before discipline is imposed. The timeline for the employee and/or representative to respond does not begin until the employee and/or representative is furnished a copy of all written documents in the agency's files which contain evidence used by the agency to support the disciplinary/adverse action.

- a. No written entry will be made in the Supervisor's brief for an employee concerning disciplinary matters without the knowledge of the employee. The employee shall initial the entry. The employee's initials acknowledge that the employee knows that an entry was made, but in no way will initialing the entry be considered as an agreement with the entry or an admission of guilt.
- b. Letters of Reprimand may not be retained in the supervisors' work folder no less than (6) months and no more than twenty-four (24) months.

ARTICLE 20 EXCHANGE OF INFORMATION

20.1 Employer Information. The Employer agrees to place the Organization on distribution for all pertinent changes to regulations, policies and directives of NGB and OPM except where this information is restricted bylaw, rule or regulation.

20.2 Organization Information. The Organization agrees to provide the Employer with any pertinent labor/management relations publications and directives that they receive.

20.3 Bargaining Unit Member Information.

- a. The Employer will maintain manning documents for each Directorate/O6 level, and will make it available to the Organization upon request. The document will identify all bargaining unit

members.

- b. Upon request, the Employer will provide the Labor Organization with a copy of the manning documents showing the current positions for a specific installation or facility.
- c. The Employer agrees to notify the Labor Organization of substantial changes in Employee funding and authorizations (examples include a hiring freeze, furlough or similar action) that would interrupt the flow of the hiring process.

20.4 Training and Travel Budget. The Employer, upon request, shall provide the Organization with a projected travel and training budget as submitted by the O6/Staff Directorates at the beginning of the fiscal year.

20.5 Awards Information. The Employer, upon request, shall provide the Organization with the number of Sustained Superior Performance (SSP) awards at O6/Staff Directorate level. This information will include the Performance Appraisal score and the percentage of salary for each appraisal score. Time Off Awards (TOAs) by O6/Directorate level for the previous leave year is available upon request to the HRO and will include the number of TOAs and hours per TOA. This information will not contain any Personal Identifiable Information.

ARTICLE 21 MISCELLANEOUS

21.1 Technology.

- a. Cell phones - Cell phone use will be permitted in the workplace provided that it does not interfere with the Performance of duties or create a safety hazard. Management may identify areas where cell phone use is banned based on safety (fuel points, heavy traffic areas, etc.) Abuse of cell phones will be dealt with on an individual basis.
- b. Radios and Televisions - The Employer agrees to allow the use of radios with discretion as long as they are used in a manner as to not disturb others, disrupt the workplace, or create a safety hazard. The use of televisions is allowed in authorized break areas only.
- c. iPods/ Ear buds/ Bluetooth for Physical Training - The use of earphones in military uniform is not authorized IAW applicable laws, rules, and regulations. The use of iPods/ ear buds will be allowed while conducting physical training indoors or outdoors.
- d. Administrative / Work areas- Supervisors may exercise discretion to permit the use of earbuds or Bluetooth headphones in administrative environments or work bays, provided that such usage does not compromise safety or interfere with job performance. However, wearing earbuds or headphones is not authorized when employees are adjacent to roadways, while ground guiding equipment, or where it poses a safety concern, in accordance with applicable laws and regulations.
- e. Personal computers and other electronic media devices - Employees may bring personal computers into the workplace provided their use does not interfere with the performance of duties or create a safety hazard. No personal computers or data storage devices will be connected to the intranet.
- f. Government computers - Employees will be provided with access to government computers during normal duty hours to access management resources. Employees must be allowed adequate time to remain current on events and notices posted on the AZ National Guard home pages, professional

email accounts, MyBiz, DTS, AKO, GTC website, etc. Employee usage must be in compliance with the signed user agreement. Employees should be provided with a reasonable amount of privacy in order to access personal information (MyBiz, iperms, GTC accounts, etc.)

- 21.2 Break Rooms.** The Employer recognizes the benefits to employee's morale and productivity that break rooms provide. Within funding and space constraints, the Employer agrees to make reasonable efforts to provide clean and accessible break rooms to all Employees on an equitable basis.
- 21.3 Unit Activity.** It is acceptable for Employees to occasionally conduct AZNG unit related activities while on T32/T5 duty status. The Employee should coordinate with their Supervisor for a reasonable amount of time that does not significantly impact their ability to complete their T32/T5 full-time duties.
- 21.4 Employer / Organization Partnership.** The Employer and the Organization agree that regular communication is in the best interest of both the Employer and the Organization. Employer and the Organization shall meet at least quarterly to discuss issues and concerns.

ARTICLE 22 IMPACT AND IMPLEMENTATION BARGAINING

- 22.1 Right to I & I Bargaining.** Employer exercise of a management right that changes a condition of employment is subject to impact and implementation (I & I) bargaining to the extent requirement by 5 U.S.C. § 7106(b)(1), (b)(2) and (b)(3) and any change thereto. To the extent consistent with those provisions any change thereto, the procedures in Section 22.2 apply.
- 22.2 Scope.** Matters appropriate for negotiations and consultation between the Employer and Organization shall include personnel policies and practices and matters which affect working conditions. Working conditions include, but are not limited to, safety, labor-management cooperation, employee services, methods of grievance adjustments, appeals, granting/denial of leave, merit promotion and placement plans, demotion practices, reduction-in-force procedures, hours of work, and TDY assignment procedures.
- 22.3 Procedures.** The Employer will notify the Organization in writing of an exercise of a management right that changes a condition of employment. The Employer will hold implementation of the change in abeyance pending completion of I & I bargaining, including any resolution of an impasse by the Federal Service Impasses Panel, unless: (1) the Organization fails to inform the Employer within ten (10) business days of receipt of the notice that the Organization demands bargaining; or (2) the necessary functioning of the agency or need to correct a legal violation requires that implementation occur before completion of bargaining. The Employer will provide the Organization a written statement of the facts, compelling need, and reason upon which the Employer bases an assertion that the necessary functioning of the agency or need to correct a legal violation requires implementation before completion of bargaining.

ARTICLE 23 Work Force Reshaping

- 23.1 General.** Work Force Reshaping (WFR) consists of a reorganization, management directed reassignments, furlough, transfer of function, reduction in force will be accomplished in accordance with applicable laws, rules and regulations and any changes thereto.
 - a. After the Employer decides that a WFR is necessary, the Organization will be included as an active participant in the Agency's WFR process, from that point until the process is complete or not utilized.
 - b. The Employer agrees to consider all reasonable actions to avoid or minimize the impact of a WFR

on affected employees.

- c. Consideration will be given to curtailing recruitment or promotion in the geographical or specialty area affected by the decision. Existing vacancies will be considered to retain qualified Employees who would otherwise be separated. Every effort will be made, within budgetary and legal constraints, to retain Employees affected by the Agency's decision to prevent separation.
- d. The agency will provide the effected employee(s) technicians the option of permanent change of station (PCS) or relocation/ retention incentives when a reassignment is over 50 miles. To include any other entitlements / benefits per applicable Law, Rule, or Government-wide regulation.

ARTICLE 24 CONTRACTING OUT WORK

- 24.1 General.** Office of Management and Budget Circular No. A-76 requires that the agencies periodically compare the overall cost of continuing to perform certain, what could be termed, "commercial activities" using civil service personnel. The Agency will notify the Labor Organization of its intent to contract out work which is traditionally performed by Employees and would result in a RIF, transfer, or loss of function affecting Employees in the bargaining unit. The Agency will take all possible actions to minimize the impact on affected Employees.
- 24.2 Impact and Implementation Bargaining.** When the Agency determines that certain services/activities are to be accomplished by contracting out to outside agencies, the Labor Organization will be provided the opportunity to participate in I & I bargaining.
- 24.3 Agency Operations During a Grievance Third Party Intervention.** The Labor Organization will be provided the opportunity to conduct I & I bargaining IAW Chapter 71 of Title 5 U.S. Code [7106 (a) (2) (B)]. In the event the Labor Organization files a grievance over actions arising from the decision to contract out, it will not delay, postpone nor halt the right that the Employer has to get the work done by contracting.
- 24.4 Contracting Work Requiring a RIF.** When a contracting out action would cause the loss of a bargaining unit member position, the reduction in force procedures should be carried out IAW applicable laws, rules, and regulations to assist and/or retain said employee.

ARTICLE 25 DRESS CODE

- 25.1 Military Uniforms.** Title 32 dual-status Employees, are required to wear the military uniform as a condition of employment in accordance with applicable law, rule, regulation, or negotiated local policy.
 - a. Newly hired Title 32 dual-status employees will receive an initial issue of four sets of Military duty uniforms in addition to their M-day issued uniform requirement. This is retroactive to all employees that did not receive the initial aforementioned issue.
 - b. The Employer will provide at no cost to the employee, replacement sets of their military technician duty uniform (one for one exchange) as needed. Additionally, the Agency will provide six additional authorized t-shirts and six additional socks as needed. The Employer will provide a direct exchange program for worn, torn, or soiled clothing, which occurs as a result of normal wear and tear, and which is in too bad a condition to be rendered clean and presentable in the performance of day-to-day duties. It will be each individual Technicians responsibility to ensure that unserviceable uniforms are

turned over to the unit/activity, in such manner to preclude not having sufficient uniforms for daily performance. It will be the parent unit/activity's responsibility to promptly order and obtain replacement uniforms. Work time will be authorized for the purpose of exchanging unserviceable uniforms when the Technicians unit of assignment supply function is co-located with the work site. In situations where uniforms cannot be acquired during drill, the supervisor may approve excused absence to acquire required uniforms.

- c. Should the Technician not receive the requested uniform(s) within forty-five (45) Calendar-days of submitting it to the supplysource, the Technician's supervisor shall be notified for assistance with resolution authority. Upon said notification, the supervisor will request assistance through the Technician's chain of supervision/command to the HRO to assist in obtaining the aforesaid uniform.
- d. The obligation to supply uniforms shall not be contingent upon the availability of funding. The Agency and the Organization can mutually agree to delay the uniform purchase/supply due to specific circumstances. The Agency can utilize the Government Purchase Card (GPC) to obtain military technician uniforms if the Military Supply System is unable to obtain uniforms.
- e. Uniforms will be issued by the Employer to the Technician, ready to wear, with all appropriate accouterments and any other required items. If there is a safety concern and to the extent allowed by law and regulation, the Employer will allow its resources to be utilized to affix uniform accouterments to the extent those resources are otherwise available and not being used.
- f. Mechanic's coveralls are authorized and will be worn IAW local policy. The use of these coveralls is highly encouraged to protect the duty uniform from excessive stains and damages. The replacement procedures are the same as the direct exchange program outlined above for Army National Guard Employees.
- g. The coverall uniform will not be worn when leaving the worksite for meals, to run errands, either personal or for the Employer, or travel to and from work.
- h. The Employer agrees to provide, at no cost to the Technician Employees, the additional extreme weather (cold or hot) clothing and equipment to support their position description duties while working outdoors. This clothing and equipment are in addition to M-day unit specific issued clothing and equipment. Additional cold or hot weather clothing will be issued and replaced as needed.
 1. All locations
 - Cold Weather Shirt (Waffle Top or Fleece)
 2. Cold Weather items (i.e. Flagstaff, Show Low)
 - Cold Weather coveralls
 - Cold Weather Undergarment Set (Silk)
 - Cold Weather Jacket
 - Cold Weather Boots
 - Cold Weather Gloves
 - Cold Weather Cap (Beanie)
 3. Hot Weather items (i.e. PHX, FMR, TUS)
 - Boonie Hat
 - Neck Gator

*If the Military items above are unavailable, civilian equivalent may be purchased.

- i. Uniforms will be worn as directed IAW 32 U.S.C. § 709(b)(4).

- j. These provisions do not apply to any officer Title 32 Employee.
- k. An enlisted Title 32 Employee not entitled to receive uniform allowances under Title 10 U.S.C. § 1593, or Title 5, U.S.C. § 5901, for a particular period of employment shall, for that period, receive the uniforms, accouterments, or allowances referenced in paragraphs 25.1a through d, above, under Title 37 U.S.C. § 418.
- l. The Employer will provide for cleaning of contaminated uniforms/coveralls that can no longer be safely worn, at no cost to Employees. Cleaning provided for under this Section will not require the Employees to take away from the work site items or clothing contaminated with hazardous materials or substances which could endanger the Employee's family and/or the environment. The Agency will provide a cleaning area and common storage area, should contamination occur. Employees will be encouraged to bring additional work uniforms/coveralls to be worn until the end of the workday. Each organization will determine their own storage needs and requirements that would allow Employees to store additional uniforms/coveralls.
- m. To the extent permitted by applicable Army regulations/local policy, the Employer will permit a bargaining unit employee to wear clothing items that cover exposed parts of the body and that are reasonably necessary to accommodate a medical condition or to protect the employee from cold or wetweather or exposure to dirty, irritating, or hazardous substances.
- n. Management officials may authorize periodic wear of civilian attire under certain circumstances. As approved by the Directorate/O6, the Organization and the local Facility Management Official may agree on an alternate uniform item(s) that enhance team building and cohesion. These alternate uniform items may be worn on a specific day(s) of the week/month as agreed upon and only at the local facility.
- o. Organization affiliated t-shirts and hats are authorized to be worn during the duty day, as long as they are tan in color per applicable uniform regulation. The wear of black t-shirts may be authorized on the last day of the workweek and only within the employee's local work area as designated by the supervisor. Wear of the black t-shirt will not be worn conjunction with the military uniform top.

25.2 Safety Boots. Bargaining Unit Members (Employees) that require steel toe boots for their full-time duty position will have them provided by the Employer. Temporary Employees will utilize steel toe boots issued from their unit. These safety boots must be in accordance with Military specifications and style. Immediate supervisors will ensure boots are annotated on technicians OCIE clothing record at their unit.

- a. Employee(s) requiring safety boots will coordinate with immediate supervisor to make an appointment with Unit Supply and/or Central Issue Facility (CIF) to obtain an initial issue of safety boots and/or replacements.
- b. When necessary, if safety boots are unavailable through CIF, they can be purchased with the Government Purchase Card (GPC) (i.e. employees require special footwear, or sizes).
- c. Employees who are required to wear safety boots to perform their technician duties will have them available before performing work to avoid injuries. However, employee can still perform duties within PD when not required.

ARTICLE 26 WAGE BOARD REPRESENTATION

26.1 Wage Surveys. The Employer shall notify the Organization as soon as practical when information is received that higher authority has directed the start of an official wage survey in the area. When the wage

survey Lead Agency requests the Employer participate in the wage survey, the Employer will notify the Organization. The Organization will nominate their representative(s) for appointment to the wage survey data collection team. The number of personnel to be appointed to the data collection team will be determined by the Lead Agency. However, the Employer agrees to appoint at least one representative of the Organization to the team. Time needed to perform required duties will be in a duty status.

ARTICLE 27 MERIT PROMOTION AND INTERNAL PLACEMENT

- 27.1 General.** Merit placement will be conducted in accordance with applicable law, directives/regulations, local policy and any change thereto are subject to I & I bargaining.
- 27.2 Employees notice of Promotion Opportunities.** Supervisors will notify their employees of pending upward progression job announcements within their facilities, via a verbal notification or a postings, (i.e. email, bulletin board, etc).
- 27.3 Changes in the Merit Placement Plan.** The Employer agrees not to make changes in the Merit Placement Plan unless negotiated with the Organization. Nothing in this article should be considered to be a waiver of the Organization's right to bargain any change in merit promotion and internal placement proceedings.

ARTICLE 28 CONTRACT DISTRIBUTION

- 28.1 Employer Responsibility.** The Employer will post this agreement in its entirety on the AZNG HRO homepage. Upon request, a paper and/or digital copy will be provided to the Employee.

ARTICLE 29 EFFECTIVE DATE, DURATION, AND MODIFICATIONS

- 29.1 Effective Date.** The effective date of this CBA shall be after execution by the parties and approval by the Defense Civilian Personnel Advisory Service (DCPAS). The date of this CBA, the DCPAS approval letter, and the MOA dated **19 April 2024**, will be made part of this CBA prior to its distribution and listed on the cover page of this CBA.
- 29.2 DCPAS Approval.**
- a. The DCPAS shall approve the CBA within 30 days from receipt, if the CBA is IAW the provisions of applicable law, rule, or regulation.
 - b. If DCPAS does not approve or disapproves any portion of this CBA within the 30-day period, the CBA shall take effect and be binding on the agency and the union subject to the provisions of applicable law, rule, and regulation.
 - c. In the event portions of the CBA are not approved by DCPAS negotiations will resume IAW the MOA dated **19 April 2024** incorporated herein.
 - d. Upon approval, this collective bargaining CBA takes precedent over any conflicting provisions in Agency regulations that predate, this CBA, unless doing so would cause a violation of Federal Statute.

29.3 CBA Duration.

- a. This CBA shall expire **three** years after the approval date of DCPAS. Further, the CBA will be terminated by TAG upon certification by proper authority that the Labor Organization no longer represents the Employees in the bargaining unit.
- b. The terms of this CBA may be extended beyond the expiration date:
 - 1. In one year, increments based on mutual agreement of the parties.
 - 2. During a period of declared National or State emergency by the mutual consent of the parties.
- c. The provisions of this CBA will remain in effect until a subsequent CBA between the parties is negotiated and approved by the DCPAS, provided those portions of the CBA which have not been settled have been submitted for third party decision.

29.4 CBA Amendment.

- a. The CBA may be subject to modification as a result of a change in, or issuance of, an appropriate newlaw, Government-Wide rule, or regulation by proper authority at the DCPAS or higher level.
- b. By mutual consent of the parties.
- c. A request for an amendment or modification of this CBA by either party shall be in writing setting forth the need or reason for the proposed changes and a summary of the changes, and each party will be limited to no more than three new or amended articles.
- d. Either party may serve notice to the other party that at the midpoint of this CBA, they will be requesting negotiations. Upon mutual agreement, the parties may commence negotiations, as needed, at the midpoint of this CBA.
- e. Representatives of the Employer and the Labor Organization will meet within 30 days of the midpoint to commence negotiating the proposed amendment or modification, unless a later date is mutually agreed upon. No changes other than those specified in the summary will be considered.
- f. Approval of an amendment or modification to the CBA will be accomplished in the same manner as provided for in paragraph 29.2, above.

29.5 Negotiating a New CBA.

- a. Thirty (30) calendar days prior to the planned start of negotiations of a new CBA, representatives of the Employer and representatives of the Labor Organization will meet to initiate an MOA establishing the ground rules for the conduct of negotiations.
- b. Negotiation for a new CBA will commence no earlier than 180 calendar days nor later than 90 calendar days prior to the expiration date of this CBA. In the event either party fails to request negotiation of a new CBA within the established time frame, this CBA will automatically extend for a period of one year. During the extended year, negotiations may commence no earlier than 180 calendar days nor later than 90 calendar days.

IN WITNESS WHEREOF, the parties have hereto entered into this agreement on this 18th day of November 2024.

FOR THE EMPLOYER

FOR THE LABOR ORGANIZATION

COL Margaret E. Bielenberg
Human Resources Officer
Chief Negotiator

Mr. Julio Romero
ACT National Representative
Chief Negotiator

Mrs. Stacey Mitchell
Labor Relations Specialist

Mr. Richard Wrenn
AZ ACT Chapter 61, President

LTC Joshua J. Oldenkamp
Mobilization Readiness Division Chief

MAJ Sheldon Klein
Army Aviation Support Facility #2 Commander

Mr. Dwayne Ray
AZ ACT Chapter 61
Negotiations Team Member

MAJ Jeremy D. Horn
Judge Advocate

Mr. Emmanuel Bekis
AZ ACT Chapter 61
Negotiations Team Member

APPROVED:

Kerry L. Muehlenbeck, Maj Gen, AZ ANG
The Adjutant General

APPROVED:

This Agreement was approved on the _____ day of _____, 2024, by the Department of Defense, DCPAS, Field Advisory Services Division

Notice of Right to Union Representation During Administrative Investigations

DATE:

MEMORANDUM FOR:

1. You are being questioned pursuant to an administrative investigation. In accordance with (IAW) Article 5, and IAW 5 USC §7114(a)(2)(B), you have the legal right to request Union representation during any examination or questioning by a representative of the Arizona National Guard or Department of the Army.
2. Should you exercise your right for Union representation, the investigation or questioning cannot continue until:
 - a. The Union representative is present (either in person or via teleconference);
 - b. You are advised of the subject and purpose of the interview; and,
 - c. You have had an opportunity to consult in private with the Union designated representative.
3. Please indicate your selection below:
 - a. ___ I wish to exercise my right to Union representation.
 - b. ___ I do not want Union representation at this time. However, I reserve the right to invoke my right to Union representation anytime during the course of this investigation.

EMPLOYEE SIGNATURE DATE

4. Point of contact is the undersigned.

AGENCY REPRESENTATIVE NAME

Telephone:

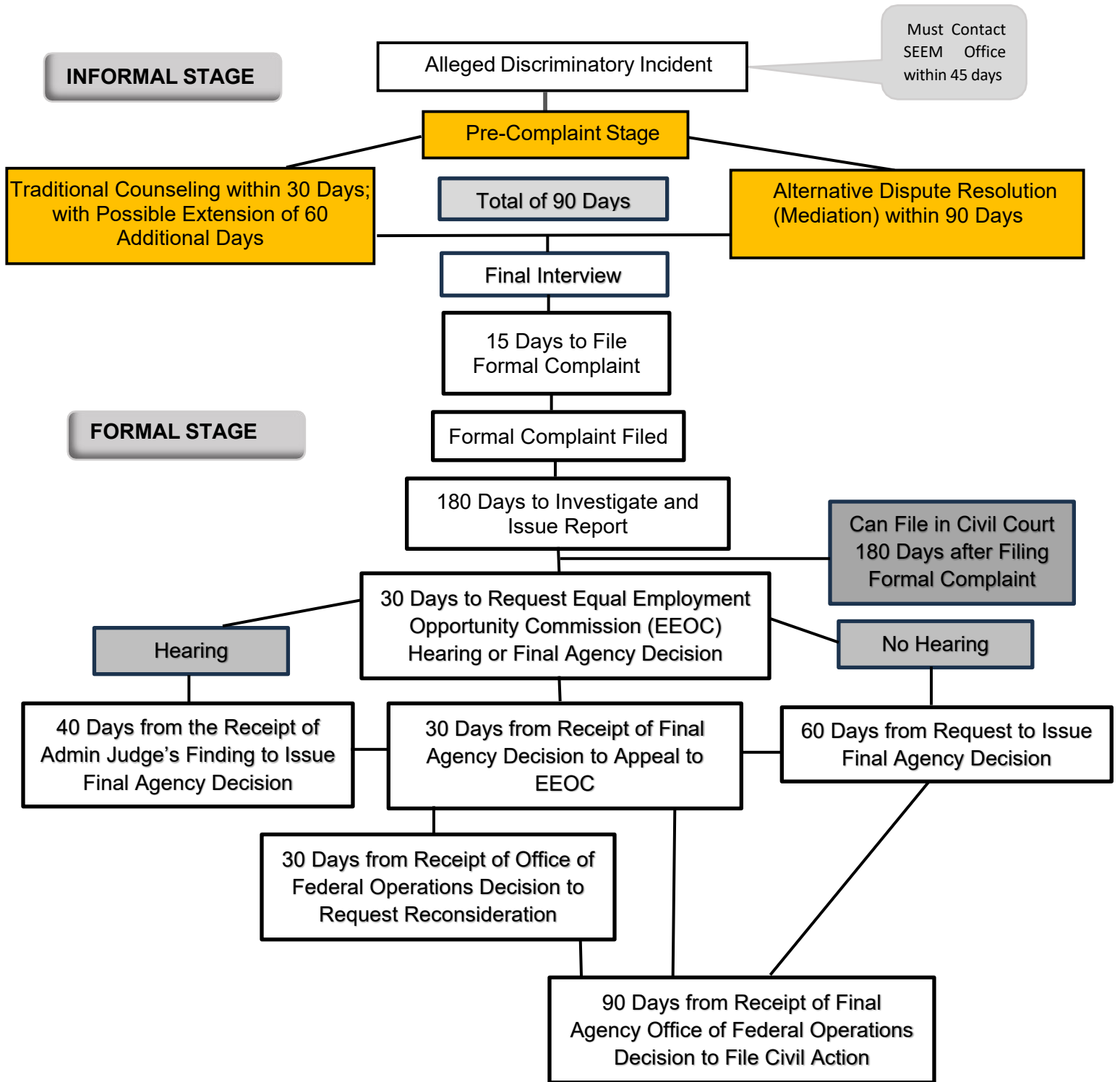
E-mail:

Agreement Between ACT and the AZ National Guard / DEMA

EEO COMPLAINT PROCESS FLOWCHART

Federal Sector Procedures for Processing Individual Complaints of Discrimination Based on Race, Color, National Origin, Religion, Sex (Pregnancy, Gender Identity, Sexual Orientation), Age, Disability, Genetic Information or Reprisal Under 29 C.F.R. Part 1614

For further information contact the State Equal Employment Manager (SEEM)
 Celeste Snyder, celeste.m.snyder.mil@army.mil, (602) 629-4811



INSTRUCTIONS FOR COMPLETING STARC AZ Form 690-1 GRIEVANCE FORM

General. The grievant, and/or the union representative, should complete blocks 1 through 18. If there isn't enough room in any block, make a note in the block that there are additional pages attached. Ensure that any additional pages are titled appropriately. After completion, at least two copies of the grievance should be presented to the HRO POC designated by the employer to accept grievances (normally the Labor Relations Specialist).

Block 1. Today's date

Block 2. Enter the grievant's first name, middle initial, and last name.

Block 3. Grievant's current job title, series, and grade (if known).

Block 4. Shop or office where grievant normally works.

Block 5. Grievant's normal work phone number and FAX number.

Block 6. Check the appropriate block as to whether or not grievant requests union representation.

Block 7. If block 6 is checked "YES" (union representation is requested), enter the name of the representative requested (normally this will be the steward assigned to the grievant's work area.) If "NO" is checked in box 6, leave this block blank.

Block 8. The phone and FAX numbers of the union representative named in the previous block.

Block 9. Enter the name of the grievant's immediate supervisor or the management official who is most familiar with the grievance.

Block 10. The phone and FAX numbers for the management official cited in block 9, if known.

Block 11. Enter the specific section, article, or part of the law, rule, regulation, or Labor/ Management Agreement article (union contract) that was allegedly violated by the incident, event, or action detailed in block 12.

Block 12. State in detail the incident, event, or action on which this grievance is based. Include names, dates, and locations as appropriate. If there are witnesses, name them and include their phone/FAX numbers if known. Attach copies of any documentation that is relevant (keep the originals).

Block 13. Enter what relief and/or corrective action the grievant feels will resolve the matter.

Block 14, 15, 16, 17. The grievant and union representative (if applicable) sign and date in the respective blocks.

Block 18. At each step of the grievance, two copies of the grievance will be presented to an employer designated POC in HRO (normally the Labor Relations Specialist). The designated POC will sign and date both copies acknowledging receipt. One copy will be retained by the designated POC for processing. One will be returned after signature to the grievant or the union representative.

The Association of Civilian Technicians (ACT) Arizona Army Chapter 61 Grievance Form

1. DATE:	2. GRIEVANT'S NAME:	3. JOB TITLE, SERIES & GRADE:
4. SHOP OR OFFICE:		5. DUTY PHONE/FAX NUMBER:
6. UNION REPRESENTATION? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	7. NAME OF UNION REPRESENTATION:	8. REPs PHONE/FAX NUMBER:
9. GRIEVANT'S SUPERVISOR OR MANAGER'S NAME:		10. SUPERVISOR'S NUMBER:
11. CONTRACT, REGULATION, LEGAL, OR OTHER REFERENCES:		
12. DETAILS OF GRIEVANCE:		
13. SPECIFIC RELIEF:		
14. SIGNATURE OF GRIEVANT:		15. DATE:
16. SIGNATURE OF UNION REPRESENTATIVE:		17. DATE:
18. GRIEVANCE PROCEDURE RECEIPT RECORD:		
STEP 1:	DATE	
STEP 2:	DATE	
STEP 3:	DATE	

11. CONTRACT, REGULATION, LEGAL, OR OTHER REFERENCES CONT:

GLOSSARY OF TERMS

ACCOUTERMENTS. Accessory items on uniforms, i.e., patches, name tapes/tags, grade/rank insignia, etc.

ADVERSE ACTION. An official personnel action, usually taken for disciplinary reasons, which adversely affects an employee and is of a severity such as suspension for more than 14 days, reduction in grade or status, or removal. For most Federal Employees, an appeal system established by statute exists. The employee may choose to use the statutory or, if covered under the contract permits, the negotiated grievance procedure, but not both.

ADVERSE IMPACT. Change in working conditions that works to the disadvantage of Employees. Depends on the occurrence of a chain of events and are not necessarily inevitable (reasonably foreseeable). Generally involves more than merely a hypothetical or speculative concern.

AGENCY. An Executive agency to include subordinate agencies to the local level.

APPLICABLE LAWS. The Authority has said that "applicable laws" within the meaning of title 5, United States Code, section 7106(a)(2), include statutes, the Constitution, judicial decisions, certain Presidential executive orders, and regulations "having the force and effect of law"--i.e., regulations that (1) affect individual rights and obligations, (2) are promulgated pursuant to an explicit or implicit delegation of legislative authority by Congress, and (3) satisfy certain procedural requirements, such as those of the Administrative Procedures Act.

ARBITRATION. See **ARBITRATOR.**

ARBITRATOR. An impartial third party to whom the parties to an agreement refer their disputes for resolution and decision (award). An ad hoc arbitrator is one selected to act in a specific case or a limited group of cases. A permanent arbitrator is one selected to serve for the life of the agreement or a stipulated term, hearing all disputes that arise during this period.

Grievance arbitration. When the arbitrator interprets and applies the terms of the collective bargaining agreement-- and/or, in the Federal sector, laws and regulations determining conditions of employment.

Interest arbitration. When the arbitrator resolves bargaining impasses by dictating some of the terms of the collective bargaining agreement.

ARBITRABILITY. Refers to whether a given issue is subject to arbitration under the negotiated agreement. If the parties disagree whether a matter is arbitrable or not, the arbitrator must resolve this threshold issue before reviewing the merits of the dispute.

ASSIGN EMPLOYEES. A management right relating to the assignment of Employees to positions, shifts, and locations. This right includes discretion to determine "the personnel requirements of the work of the position, i.e., the qualifications and skills needed to do the work, as well as such job-related individual characteristics as judgment and reliability." It also includes discretion to determine the duration of the assignment.

ASSIGN WORK. A management right relating to the assignment of work to Employees or positions. The right to assign work includes discretion to determine who is to perform the work; the kind; the amount of work to be performed; the manner in which it is to be performed, as well as when it is to be performed. It also includes "the right to determine the particular qualifications and skills needed to perform the work and to make judgments as to whether a particular employee meets those qualifications."

AUTHORITY. See **FEDERAL LABOR RELATIONS AUTHORITY.**

AWARD. In labor-management arbitration, the final decision of an arbitrator, final and binding on both parties. In very limited circumstances, either party may appeal the arbitrator's decision to the Federal Labor Relations Authority (e.g. award is contrary to law).

BARGAINING (NEGOTIATING). A ubiquitous process--sometimes informal and spontaneous, sometimes formal and deliberate--of offer and counteroffer whereby parties to the bargaining process try to reach agreement on the terms of exchange. Formal bargaining processes with associated rituals and bargaining routines vary, depending on their political, economic, and social context. Also defined as the performance of the mutual obligation of the representatives of the agency and union to meet at reasonable times, consult and bargain in a good faith effort to reach agreement with respect to the conditions of employment affecting bargaining unit Employees and, upon request, to execute a written document. (Does not compel either party to agree to a proposal or make a concession)

BARGAINING UNIT. A grouping of Employees that a union represents or seeks to represent and that the FLRA finds appropriate for collective bargaining purposes.

BINDING ARBITRATION. The law requires that collective bargaining agreements contain a negotiated grievance procedure that terminates in binding arbitration of unresolved grievances.

BUDGET. A right reserved to management. The Authority has fashioned a two-prong test that it uses to determine whether a proposal interferes with an agency's right to determine its budget: namely, the proposal either has to prescribe particular programs, operations or amounts to be included in an agency's budget, or the agency can substantially demonstrate that the proposal would result in significant and unavoidable cost increases that are not offset by compensating benefits.

CERTIFICATION. The FLRA's determination of the results of an election or the status of a union as the exclusive representative of all the Employees in an appropriate unit.

COLLECTIVE BARGAINING. Literally, bargaining between and/or among representatives of collectivities (thus involving internal as well as external bargaining); but by custom the expression refers to bargaining between labor organizations and employers. CIVIL SERVICE REFORM ACT OF 1978 (CSRA). Legislation enacted in October 1978 for the purpose of improving the civil service. It includes the Federal Service Labor-Management Relations Statute (FSLMRS), Chapter 71 of Title 5 of the United States Code. Also known as Public Law 95-454 passed by the 95th Congress on October 13, 1978, which became effective on January 11, 1979. Title VII of the Act concerns Federal Service Labor-Management Relations and supersedes Executive Order 11491 as amended. This provided Federal Employees a legal, statutory basis for their right to organize, bargain collectively, and participate through labor unions in decisions, which affect their working conditions. Title VII is codified at 5 U.S.C. Chapter 71.

COLLECTIVE BARGAINING AGREEMENT (CBA). An agreement between the Employer and the exclusive representative. A CBA must contain a negotiated grievance procedure. Also defined as a written agreement between an Employer and a labor organization, usually for a definite term, defining conditions of employment, rights of Employees and labor organizations, and procedures to be followed in settling disputes or handling issues that arise during the life of the agreement.

CONCILIATION. See **MEDIATION.**

CONDITIONS OF EMPLOYMENT (COE). Under title 5, United States Code, section 7103(a)(14), conditions of employment "means personnel policies, practices, and matters, whether established by rule, regulation, or otherwise [e.g., by custom or practice], affecting working conditions, except that such term does not include policies, practices, and matters – (A) relating to political activities prohibited under subchapter III of chapter 73 of this title; (B) relating to the classification of any positions; or (C) to the extent

such matters are specifically provided for by Federal statute." (Emphasis added). It does not include policies, practices and matters relating to prohibited political activities, to the classification of any position, or to the extent the matters are specifically provided for by statute.

CONSULTATION. To be distinguished from negotiation. The FSLMRS provides for two types of consultation: between qualifying unions and agencies concerning agency-wide regulations and qualifying unions and those agencies issuing Government-wide regulations.

CONTRACTING OUT. A right reserved to management that includes the right to determine what criteria management will use to determine whether or not to contract out agency work.

Directorate/O6 (O6/Staff Directorate). Arizona Army National Guard primary staff, special staff, and selected units normally led by an O6 Colonel who employ bargaining unit members.

DISCIPLINE. A right reserved to management that the FLRA has said includes the right "to investigate to determine whether discipline is justified." It also "encompasses the use of the evidence obtained during the investigation."

DUES ALLOTMENT. Dues allotment services provided by the agency to unions that win exclusive recognition or dues allotment recognition. If the former, the services must be provided without charge to the union. Employee dues assignments must be voluntary (no union or agency shop arrangements permitted under the Federal Service Labor-Management Relations Statute) and may not be revoked except at yearly intervals or if a member becomes ineligible (i.e. promotion to supervisor, etc.), but must be terminated when the agreement ceases to be applicable to the employee or when the employee is expelled from membership in the union.

EMPLOYEE. The term "Employee" includes an individual "employed in an agency" or "whose employment in an agency has ceased because of any unfair labor practice," but does not include supervisors and management officials or anyone who participates in a strike or members of the uniformed services or Employees in the Foreign Service or aliens occupying positions outside the United States.

EMPLOYER. The Arizona Army National Guard

EXCLUSIVE RECOGNITION. Under the Federal Service Labor-Management Relations Statute, exclusive recognition is normally obtained by a union as a result of receiving a majority of votes cast in a representational election. The rights a union is accorded as a result of being certified as the exclusive representative of the Employees in a bargaining unit include, among other things, the right to negotiate bargainable aspects of the conditions of employment of bargaining unit Employees, to be afforded an opportunity to be present at formal discussions, to free check-off arrangements and, at the request of the employee, to be present at Weingarten examinations.

EXCLUSIVE REPRESENTATIVE. The union that is certified as the exclusive representative of a unit of Employees either by virtue of having won a representation election or because it had been recognized as the exclusive representative before passage of the CSRA. See **EXCLUSIVE RECOGNITION**. A union holding exclusive recognition is sometimes referred to as the exclusive bargaining agent of the unit.

FEDERAL LABOR RELATIONS AUTHORITY (FLRA, AUTHORITY). The independent agency responsible for administering the Federal Service Labor-Management Relations Statute (FSLMRS). As such, it decides, among other things, representation issues (e.g., the bargaining unit status of certain Employees), unfair labor practices (violations of any of the provisions of the FSLMRS), negotiability disputes (i.e., scope of bargaining issues), exceptions to arbitration awards, as well as resolve disputes over consultation rights regarding agency-wide and Government-wide regulations. The FLRA maintains nine regional offices. Also see the FLRA web page at <http://www.flra.gov/>

FEDERAL MEDIATION AND CONCILIATION SERVICE (FMCS). An independent agency that provides mediators to assist the parties in negotiations. Although the bulk of its work is in the private sector, it also provides its services to the Federal sector. FMCS also maintains a roster of qualified private arbitrators, panels of which are referred to the parties upon joint request. See **MEDIATION**. Also see the FMCS webpage at <http://www.flra.gov/>

FEDERAL SERVICE IMPASSES PANEL (FSIP or Panel). An entity within the FLRA that resolves bargaining impasses, chiefly by ordering the parties to adopt certain contractual provisions relating to the conditions of employment of unit Employees. The Panel uses many procedures for resolving impasses, including fact-finding, mediation followed by interest arbitration, final-offer interest arbitration, either by the Panel, individual members of the Panel, the Panel's staff, or by ordering the parties to refer their impasse to an agreed-upon private arbitrator who is to provide services. The Panel is empowered to "take whatever action is necessary and not inconsistent with [the Federal Service Labor-Management Relations Statute] to resolve the impasse." For more information on FSIP, see <http://www.flra.gov/>

FORMAL DISCUSSION. Under title 5, United States Code, section 7114(a)(2)(A), the exclusive representative must be given an opportunity to be represented at "any formal discussion between one or more representatives of the agency and one or more Employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment." (Italics added.) Under 5 U.S.C. 7114(a)(2)(A), a discussion between an agency representative(s) and a bargaining unit employee(s) concerning any grievance or any personnel policy or practice or other condition of employment which affects bargaining unit Employees. The exclusive representative must be given the opportunity to be represented at these meetings.

GOVERNMENT WIDE REGULATIONS. Regulations issued by an agency bearing on conditions of employment that must be complied with by other agencies. Such regulations are a major limitation on agency discretion and therefore on the scope of bargaining, which presupposes agency discretion. Agencies chiefly involved in issuing such regulations are the Office of Personnel Management (on personnel management) and the General Services Administration (on property management). See, also, **CONSULTATION**.

GRIEVANCE. Under title 5, United States Code, section 7103(a)(9), a grievance "means any complaint – (A) by an employee concerning any matter relating to the employment of the employee; (B) by any labor organization concerning any matter relating to the employment of any employee; or (C) by an employee, labor organization, or agency concerning– (i) the effect or interpretation, or a claim of breach, of a collective bargaining agreement; or (ii) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment."

GRIEVANCE PROCEDURE. A systematic procedure, devised by the parties to the agreement, by which a grievance moves from one level of authority to the next higher level until it is settled, withdrawn, or referred to arbitration. Under title 5, United States Code, section 7121, a collective bargaining agreement must contain a grievance procedure terminating in final and binding arbitration. Apart from matters that must by statute be excluded (such as grievances relating to retirement, health and life insurance and the classification of positions), the scope of the grievance procedure is to be negotiated by deciding what matters are to be excluded from an otherwise "full scope" procedure--i.e., a procedure that covers all the matters mentioned in the statutory definition of "grievance." See **NEGOTIATED GRIEVANCE PROCEDURE**.

HIRE EMPLOYEES. A right reserved to management. The Authority has said that "the probationary period, including summary termination, constitutes an essential element of an agency's right to hire under [Title 5, United States Code,] section 7106(a)(2)(A)."

IMPASSE. When the parties have reached a deadlock in negotiations they are said to have reached an impasse. The statute provides for assistance by Federal Mediation and Conciliation Service mediators and

the Federal Service Impasses Panel to help the parties settle impasses.

IMPACT AND IMPLEMENTATION (I & I) BARGAINING. Even where the decision to change conditions of employment of unit Employees is protected by management's rights, there is a duty to notify the union and, upon request, bargain on procedures that management will follow in implementing its protected decision as well as on appropriate arrangements for Employees expected to be adversely affected by the decision. Such bargaining is commonly referred to as "impact and implementation," or "I&I" bargaining, which is the commonest variety of midterm bargaining.

INTERNAL SECURITY PRACTICES. A right reserved to management by title 5, United States Code, section 7106(a)(1). The right to determine the internal security practices of an agency isn't limited to establishing "those policies and actions which are part of the Agency's plan to secure or safeguard its physical property against internal and external risks, to prevent improper or unauthorized disclosure of information, or to prevent the disruption of the Agency's activities." It also extends to safeguarding the agency's personnel.

LABOR ORGANIZATION. A union--i.e., an organization composed in whole or in part of Employees, in which Employees participate and pay dues, and which has as a purpose the dealing with an agency concerning grievances and conditions of employment.

LEAD AGENCY. Department of Defense or National Guard Bureau (in context of Wage Surveys Article 26)

MANAGEMENT OFFICIAL. An individual who formulates, determines, or influences the policies of the agency. Such individuals are excluded from appropriate units.

MANAGEMENT RIGHTS. Refers to types of discretion reserved to management officials by statute.

1. **Core rights.** Consists of the rights "to determine the mission, budget, organization, number of Employees, and internal security practices of the agency."
2. **Operational rights.** Consists of the rights 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; to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted; with respect to filling positions, to make selections for appointments from-- among properly ranked and certified candidates for promotion; or any other appropriate source; and to take whatever actions may be necessary to carry out the agency mission during emergencies.
3. **Three exceptions.** The three title 5, United States Code, section 7106(b) exceptions to the above involve (1) title 5, United States Code, section 7106(b)(1) permissive subjects of bargaining (e.g., staffing patterns, technology) on which, under the statute, agencies can elect to bargain, (2) procedures management will follow in exercising its reserved rights, and (C) appropriate arrangements for Employees adversely affected by the exercise of management rights.
 - a. **"Permissive" subjects exception.** This exemption to management's rights "staffing patterns" -- i.e., with "the numbers, types, and grades of Employees or positions assigned to any organizational subdivision, work project, or tour of duty" and with "the technology, methods, and means of performing work." Under the statute such matters are, moreover, negotiable "at the election of the agency" even if the proposal also directly interferes with the exercise of a Title 5, United States Code, section 7106(a) right.
 - b. **Procedural "exception."** Title 5, United States Code, section 7106(b)(2), dealing with procedures, really isn't an exception to management's rights as the Authority has held that a proposed "procedure" that "directly interferes" with a management right is not a

procedure within the meaning of title 5, United States Code, section 7106(b)(2).

- c. **Appropriate arrangement exception.** Title 5, United States Code, section 7106(b)(3) applies only if the proposal is intended to ameliorate the adverse effects of the exercise of a management right. Where such is the intent of the proposal, the Authority applies a balancing test in which it weighs the extent to which the proposal ameliorates the expected adverse effects against the extent to which it interferes with the management right and determines whether or not the specific proposal "excessively" interferes with management rights. If the interference is "excessive," the proposal isn't an "appropriate arrangement" and therefore is nonnegotiable. If otherwise, the proposal is a negotiable appropriate arrangement, even though it interferes with management's rights. To qualify as an "arrangement" to which it would be proper to apply the excessive interference balancing test, the proposal has to be "tailored" so that it applies only to those Employees who would be adversely affected by the proposed management decision.

MEDIATION. Use of a third party, usually a neutral without authority to impose a settlement, to assist the parties to reach agreement. Mediation techniques vary, but one common practice is for the labor mediator to separate the parties (in order to control communications) and meet with them separately and, in effect, engage in interest-based bargaining with them. Because the mediator usually is a neutral who cannot impose a settlement and because he or she is expected to keep confidences, each party is more willing to be open with the mediator than with the other party (or with an interest arbitrator). Because of this greater openness, the mediator often is able to see areas of possible agreement that the parties are unable to see in direct, unmediated, negotiations.

NEGOTIATED GRIEVANCE PROCEDURE (NGP). A collective bargaining agreement (CBA) must contain a grievance procedure terminating in final and binding arbitration. The NGP, with a few exceptions involving statutory alternatives (e.g., adverse and performance-based actions), is the exclusive administrative procedure for grievances falling within its coverage. Apart from the matters excluded from the coverage of the NGP by statute – e.g., retirement, life and health insurance, classification of positions – the NGP covers those matters specified in the definition of grievance in title 5, United States Code, section 7103(a)(9) (see GRIEVANCE, above), minus any of those matters that the parties agree to exclude from the NGP. That is, under the FSLMRS program, the parties negotiate to determine what matters to exclude from the procedure rather than what matters it is to include--just the opposite from pre-FSLMRS and private sector practices. A systematic procedure agreed to by the negotiating parties for the resolution of grievances. The negotiated grievance procedure is applicable only to Employees in the bargaining unit. The scope of the negotiated grievance procedure is negotiated by the parties and may include certain matters for which a statutory appeal procedure exists, unless the parties negotiate their exclusion. Several matters cannot be included under its scope: 1) actions taken for violations of the Hatch Act; 2) retirement, life insurance or health insurance; 3) a suspension or removal taken in the interest of national security; 4) any examination, certification, or appointment; or 5) the classification of any position which does not result in the reduction in grade or pay of an employee. 5 U.S.C. 7121 requires the inclusion of a negotiated grievance procedure in all agreements and requires binding arbitration as the final step of the negotiated grievance procedure.

OFFICE OF PERSONNEL MANAGEMENT (OPM). Issues Government-wide regulations on personnel matters that may have a substantial impact on the scope of bargaining; consults with labor organizations on those regulations; provides technical advice and assistance on labor-management relations matters to Federal agencies; also provides information on personnel matters to Federal agencies and the general public (e.g., this annotated glossary); exercises oversight with regard to statutory and regulatory requirements relating to personnel matters; and provides support services for the National Partnership Council.

OFFICIAL TIME. At one time treated as a term of art created by title 5, United States Code, section 7131, involving paid time for Employees serving as union representatives. However, the Authority has said that section 7131(d) does not preclude parties to a collective bargaining agreement from agreeing to provide

official time for other matters; that is, matters other than those relating to labor-management relations activities. Union negotiators (no more than the number of management negotiators) who also are unit Employees are statutorily entitled to official time to negotiate agreements. Official time may not, however, be used to perform internal union business. Title 5, United States Code, section 7131(d) allows the parties to negotiate the amount of official time that shall be granted to specified union representatives for the performance of specified representational functions.

ORGANIZATION (Union) – Refers to Labor organization i.e., Association of Civilian Technicians, Inc., (ACT Arizona Army Chapter #61)

PARTNERSHIP. A form of employee participation established pursuant to Executive Order 12871 in which the parties are expected to deal with matters relating to improving the performance of the agency in a non-adversarial, non-litigious manner. The scope of partnership deliberations are broader than those of collective bargaining in that they usually include, e.g., deliberations over the conditions of employment of non-bargaining unit Employees. Partnership deliberations also include deliberations over staffing patterns, technology, methods and means--matters integral to improving agency performance, which is the overriding purpose of the Order. When President Bush signed Executive Order 13203 rescinding 12871, there was speculation that it meant the end of labor-management cooperation and communication in the Federal Government. The President was motivated by his conviction that partnership is not something that should be mandated for every agency in every situation. But while agencies are no longer required to form partnerships with their unions, they are strongly encouraged to establish cooperative labor-management relations. Cooperation between labor and management can enhance effectiveness and efficiency, cut down the number of employment-related disputes, and improve working conditions, all of which contribute to the kind of performance and results sought by the President. This will demand management and union leaders who trust each other, who are open and honest with each other, who respect the different interests that each party brings to the table and build on the interests they share.

PERSONNEL BY WHICH AGENCY OPERATIONS ARE CONDUCTED. A right reserved to management by title 5, United States Code, section 7106(a)(2)(B).

PROCEDURES. Under Title 5, United States Code, section 7106(b)(2), the procedures observed by management in exercising its reserved rights are negotiable. To qualify as a negotiable (b)(2) procedure, the proposed "procedure" must not require the use of standards that, by themselves, directly interfere with management's reserved rights or otherwise have the effect of limiting management's reserved discretion.

PROHIBITED PERSONNEL PRACTICES. Prohibited personnel practices are actions that are taken for reasons forbidden under law. They include unlawful discrimination; improper personnel solicitations and recommendations; coercing political activity; improperly influencing employment decisions; granting improper preferences in personnel decisions; appointing relatives improperly; retaliation against whistleblowers; retaliation for the exercise of appeal or grievance rights; discrimination on the basis of conduct which is not job-related; and violations of the merit system principles.

According to the nine merit systems principles outlined in 5 USC 2301(b), agencies must:

1. Recruit qualified individuals from all segments of society and select and advance Employees on the basis of merit after fair and open competition.
2. Treat Employees and applicants fairly and equitably, without regard to political affiliation, race, color, religion, national origin, sex, marital status, age or disability.
3. Provide equal pay for equal work and reward excellent performance.
4. Maintain high standards of integrity, conduct and concern for the public interest.

5. Manage Employees efficiently and effectively.
6. Retain or separate Employees on the basis of performance.
7. Educate and train Employees when it will result in better organizational or individual performance.
8. Protect Employees from improper political influence.

Protect Employees against reprisal for the lawful disclosure of information in "whistleblower" situations when they disclose waste, fraud, abuse or illegal activities.

RETAIN EMPLOYEES. A right reserved to management. Although the rights to layoff and retain appear to be opposite sides of the same coin, the FLRA rarely mentions the right to retain when invoking the right to layoff to find nonnegotiable proposals dealing with RIF's and furloughs.

SENIORITY. Term used to designate an employee's status relative to other Employees for determining order of overtime assignments (n/a to National Guard Technicians), compensatory time assignments, vacations, etc. Straight seniority is seniority acquired solely through length of service. Departmental or shop seniority considers status factors in a particular department or shop, rather than the entire agency. A seniority list is a ranking of individual workers in order of seniority.

SHOULD. An expected course of action or policy that is to be followed unless inappropriate for a particular circumstance.

STEWARDS (SHOP, UNION, AREA). Union representative in an organization to whom the union assigns various representational functions, such as investigating and processing grievances, representing Employees, collecting dues, soliciting new members, etc. Stewards are usually fellow Employees who are trained by the union to carry out these duties.

STRIKE (PROHIBITED BY STATUTE). A temporary stoppage of work by a group of Employees in connection with a labor dispute. In the Federal sector, strikes are specifically prohibited by Federal law and constitute an unfair labor practice under Section 7116(b)(7) of the Federal Service Labor-Management Relations Statute. Slowdowns, sickouts and related tactics are also prohibited by the Statute.

SUPERVISOR. Under title 5, United States Code, section 7103(a)(10), a supervisor is "an individual employed by an agency having authority in the interest of the agency to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove Employees, to adjust their grievances, or to effectively recommend such action, if the exercise of the authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgment, except that, with respect to any unit which includes firefighters or nurses, the term 'supervisor' includes only those individuals who devote a preponderance of their employment time to exercising such authority[.]" The individual need exercise only one of the indicia of supervisory authority, not a majority of them, to qualify as a supervisor for the purposes of the statute, provided it involves the consistent exercise of independent judgment.

UNION. A labor organization "composed in whole or in part of Employees, in which Employees participate and pay dues, and which has as a purpose the dealing with an agency concerning grievances and conditions of employment..." Association of Civilian Technicians, Inc., ACT Arizona Army Chapter #61.

UNIT. A grouping of Employees that a union represents or seeks to represent and that the FLRA finds appropriate for collective bargaining purposes.

WAIVER. An agreement reached between union and management whereby one party voluntarily gives up rights afforded to it. For waivers to be enforceable, they must be "clear and unmistakable." It should be noted that management cannot waive rights afforded to management under 5 U.S.C. 7106(a).

WORKING CONDITIONS. The existing environment in which Employees perform their duties. This includes such things as access to and from the facility, beginning at the entrance to the grounds, the type of equipment used and surroundings they are accustomed to (e.g. ceilings, walls, paint, carpet, temperature, lighting, services such as coffee, popcorn, and snacks, rules, relations and procedures relating to any employee activity, rights or benefit (e.g. schedules, breaks, training, discipline, conduct and performance standard, attire, parking, entertainment), etc. Any action taken which changes a right, benefit, privilege, etc. currently enjoyed by Employees is a change in working conditions. However, changes in working conditions may or may not be subject to negotiation.