



**2015**  
**Army National Guard**  
**Labor Management**  
**Agreement**

**MEMORANDUM OF AGREEMENT**

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

**LABOR MANAGEMENT AGREEMENT  
 BETWEEN  
 THE ADJUTANT GENERAL OF ARIZONA AND  
 ASSOCIATION OF CIVILIAN TECHNICIANS, ARIZONA ARMY CHAPTER 61  
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## **PREAMBLE**

Pursuant to authority set form in Public Law 95-454, the following Articles constitute an agreement by and between the Adjutant General of Arizona, hereinafter referred to as the Employer, and the Association of Civilian Technicians, Inc, (ACT Arizona Army Chapter #61), hereinafter referred to as the Organization and collectively known as the Parties. The Employer and the Organization affirm that the public purpose to which both are dedicated can be advanced best through the understanding and cooperation achieved through collective bargaining.

## ARTICLE 1 PURPOSE OF AGREEMENT

**1.1. General Purpose of Agreement.** It is the purpose of this agreement to:

- a. Identify the parties to the agreement and define their respective rights and obligations
- b. Promote and improve the efficient administration of the Arizona Army National Guard and the well being of its employees within the meaning of Public Law.
- c. Provide for the highest degree of efficiency in the accomplishment of the operation of the Arizona Army National Guard.
- d. Promote employee communications and information of personnel policy and procedures, and adjustment to matters of mutual interest.
- e. Subject to all applicable Executive Orders, laws, and regulations.

**1.2. National Guard's Reason for Existence.** The Organization and Employer agree that the enacting of Technician Act of 1968 is the primary basis for the existence of a National Guard Technician workforce. The mission is to support the National Guard as a complement to the Active Component.

## ARTICLE 2 UNIT DESIGNATION

**2.1. Certification.** It is hereby certified that the Arizona Association of Civilian Technicians, Inc. (Army Chapter), has been designated and selected by the employees of the Arizona Army National Guard as their representative for purposes of exclusive recognition and that pursuant to the authority of Public Law 95-454, the said organization is the exclusive representative of all the employees in such unit.

**2.2. Included Unit Members.** All federal civil service employees employed by the Arizona Army National Guard not excluded by Section 2.3 are considered Bargaining Unit Members regardless of their military rank or their position.

**2.3. Excluded Unit Members.** All professional, managerial, supervisory employees and employees engaged in Federal personnel work in other than a purely clerical capacity, as determined by a periodic joint review conducted by the Employer and the Organization. Other excluded employees are (a) those with temporary appointments of indefinite duration and no reasonable expectation of employment for more than one year; (b) those with term appointments of one year or less and no reasonable expectation of employment for more than one year; and (c) members of the uniformed service (AGR). The joint review will take place at least annually or on request from either party, defining what a bargaining unit member is and who are identified as current members.

## Article 3 CONFORMITY

**3.1. Agreement Not to Strike.** In compliance with Public Law 95-454, the Organization agrees not to strike in any manner against the operation of the National Guard.

**3.2. Military and Business Courtesy.** All employees 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 by 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. Military customs and courtesies includes saluting and titles of address. Technicians may stand in formation on a voluntary basis. Note: The military salute will be used while outdoors in uniform. The salute will not be rendered indoors during meetings with the supervisor and/or during interview processes.

**3.3 Compliance with Appropriate Directives.** A provision of this Agreement is valid to the extent it does not conflict with the Constitution of the United States, a federal statute, a rule or regulation, or a government-wide regulation that was prescribed on or before the effective date of the provision. The Employer shall comply, and may require employees to comply, with agency rules or regulations to the extent these rules or regulations do not conflict with this Agreement or any supplement or amendment thereto.

## **ARTICLE 4 RIGHTS OF THE EMPLOYER**

**4.1 Law.** Management officials of the agency retain the following rights, in accordance with applicable laws and regulations:

a. To determine the mission, budget, organization, number of employees, and internal security practices of the Employer, in accordance with applicable laws to hire, assign, direct, layoff and retain employees, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees. To assign work, to make determination with respect to contracting out, and to determine the personnel by which the Employer's operations shall be conducted.

B. With respect to filling positions, to make selection for appointments from:

(1) Properly ranked and certified candidates for promotion; or

(2) Any other appropriate source.

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

**4.2. Prohibited Negotiations.** Nothing in this agreement shall impose upon the Employer the obligations to negotiate with the Organization, at the election of the agency, on matters with respect to the mission of the Employer, its budget, its organization and the number of employees.

**4.3. Permissible Negotiations.** Nothing in this agreement shall preclude the parties from negotiating procedures that the Employer will observe in exercising any authority in carrying out the above rights. Nothing in this agreement precludes negotiating appropriate arrangements for employees adversely affected by the exercising of the above-mentioned Employer's rights.

**4.4. 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. Representation – General.** An exclusive representative of the local Organization shall be given the opportunity to be present at any formal 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).

**5.3. 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 in the unit by a representative of the Employer in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee and if the employee requests the representation.

- a. The Employer representative will advise the employee of his right to representation prior to any examination that may result in disciplinary action.
- 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 ends the interview.
- c. The local Organization representative will be authorized to attend such meetings without charge to leave or loss of pay.

**5.4. Representation – Other than by the Organization.** A bargaining unit member is not precluded from being represented by an attorney or other representative, other than the Organization, of the employees own choosing, or exercising grievance or appellate rights established by law, rule or regulation, except in cases of negotiated grievance or appeal procedure negotiated within this agreement. With respect to the negotiated grievance procedure employees have the right to present grievances on their own behalf (not withstanding provisions found in 16.4)

**5.5 Officers and Stewards.** The Organization shall supply the Human Resource Office (HRO), in writing on a current basis, 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.

**5.6. Stewards and Area of Responsibility.** The Organization has the right to select up to twenty (20) stewards in addition to the Chief Steward. The area a steward is responsible for will be determined by the Organization. A list of the steward names and areas of responsibility will be provided to the Human Resource Office (HRO) by the Organization as changes occur.

**5.7. 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 a secure desk or filing cabinet for this purpose at a convenient alternative location.

**5.8. Distribution System.** The Organization will be permitted use of 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.

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. Right 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 Procedures.** The Employer will establish procedures to ensure new bargaining unit employees are counseled on all aspects of employee employment.

**7.2. Orientation.** An orientation guide checklist for newly appointed employees will be used to cover all items of which each new employee should be made aware of.

- a. After the employee has been counseled, the employee and the counselor will sign the guide checklist form and it will be placed in the employee's personnel record.
- b. One of the items in the checklist will be that the Labor Relations Officer is a point of contact, should the employee desire to know the Organization representative assigned to his/her area. The Employer will provide, upon request, a copy of the Organization's contract to all new employees and a current list of union representatives.

### **7.3. Notification.**

- a. Notification: A letter with the names of new employees will be forwarded to the Organization within one (1) pay period after the effective date of employment. This will serve as the official notification of any new hires.
- b. The supervisor may allow a reasonable amount of time for the new employee to meet with the Shop Steward. The Shop Steward will briefly explain the contents, purpose and importance of the agreement.

## **ARTICLE 8 OFFICIAL TIME ALLOWANCE**

**8.1. Official Time Entitlement.** Employees are entitled to use official time for any purpose permitted by the official time law, i.e. 5 U.S.C. § 7131 and any amendment thereto. The amount of official time to which an employee is entitled is the amount reasonably necessary to accomplish its purpose. The Employer may delay the start of official time to the extent reasonably necessary to ensure agency mission accomplishment, but must agree to adjust events for which the official time is needed—to the extent the Employer controls or influences them and adjustment is reasonably necessary. (For example, if the Employer delays official time needed to represent an employee who is to be interrogated by the Employer, or needed to prepare for collective bargaining, the Employer also must agree to delay the interrogation, or the next bargaining session, as appropriate.)

**8.2. Procedure.** An employee who requests official time will state its purpose and requested timing and duration. The Employer promptly will grant the request if (a) it is for a purpose permitted by the official time law and (b) the amount of time requested is reasonably necessary to accomplish the purpose. The Employer may grant the request but delay the start of the official time, and any related events, to the extent reasonably necessary, as provided in Section 8.1. If the Employer determines that (a) the request is not for a purpose permitted by the official time law, (b) the amount of

**5.9 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.

**5.10. 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 agreement of both parties.

**5.11. 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.

**5.13. 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 FMO locksets throughout the state.

b. The Employer agrees to allow the Organization to erect a sign outside of the location that meets Facility Maintenance Office (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 officials' duties of the employee. The Employer shall take such action, consistent with law or with directives from higher authority, as may be