

time requested is not reasonably necessary to accomplish the purpose, or (c) delay of the start is reasonably necessary, the Employer must state in writing the facts and reasons on which the determination is based. The written statement must be provided contemporaneously with, or within a reasonable time after, the determination. If the determination delays the start, the Employer will state the approved start time, with supporting facts and reasons. If the determination disapproves the amount of time, the Employer will state the amount deemed reasonably necessary, with supporting facts and reasons.

8.3. Examples of Permissible Purposes for Official Time. Examples of purposes for which official time is permitted include, but are not necessarily limited to, investigation, discussion, research of subjects, and drafting of documents relevant to representational functions or other matters covered by 5 U.S.C. Chapter 71; preparation for and attendance at meetings, investigations, or hearings in connection with these matters; and travel to and from locations where these functions or matters occur or are performed. Representational functions and other matters covered by 5 U.S.C. Chapter 71 include, but are not necessarily limited to, actual or contemplated collective bargaining, grievances, arbitration cases, impasse proceedings, or other matters within the jurisdiction of the Federal Labor Relations Authority; pre-decisional involvement under Executive Order 13522; training in labor or personnel law or processes, or other representational subjects; and presenting views of the Labor Organization to agency or other executive branch officials, Congress, or other appropriate authorities to the extent not prohibited by law

8.4. Wear of Military Uniform Not Required on Official Time When on official time, employees are not required to wear military uniforms. When official time is granted, it will include time reasonably necessary to change out of and back into military uniforms. .

8.5 Meetings Scheduled by Employer after Normal Duty Hours. When meetings for purposes for which employees are entitled to official time are scheduled by the Employer to occur after normal duty hours, the Employer will change the duty hours of the employees to include the meeting time, so that but for grant of official time the employees would be in duty status. Employees will be granted official time for the meeting and the duty hours added by the change will count in determining employees' entitlement to compensatory time. Employer agrees that to the greatest extent possible, official time will be scheduled during normal duty hours and the Organization will make employee representatives available during these times.

8.6. Time Accountability. Time accountability will be kept on the agency approved STARC AZ Form 690-2, dated 10 Dec 2014. The form will be generated by the representative and presented to the supervisor for annotation on the time and attendance report at the conclusion of the official time.

8.7 Labor Organizational Training. The Organization will be administratively excused by HRO, upon receipt of training agenda and projected attendance list. Training agendas and projected attendance lists will be submitted by the Organization to HRO no later than two weeks prior to the start of training. The purpose of this time is to allow these employees to attend Organization – sponsored training that is of mutual concern to the Organization and Employer, and in the best interest of the government for the employee to attend.

ARTICLE 9 TRAINING

9.1. Employer Commitment to Training. It is necessary and desirable in the public interest that education, self-improvement and self-training by employees be supplemented and extended by Employer sponsored programs. Such training of employees in the performance of official duties and the development of skills, knowledge and abilities will best qualify them for the performance of official duties. The Employer agrees that all employees who are required to be skilled in their work or trade will be provided opportunity to learn new ideas and methods related to assigned duties, as necessary, and to consider recommendations from the Organization.

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.

ARTICLE 10 EQUAL EMPLOYMENT OPPORTUNITY

10.1. General. The Employer and the Organization agree to cooperate on providing equal employment opportunity for all employees, regardless of sex, race, religion, color, national origin and age, and to ensure that all personnel programs, procedures and assignments are free of prohibited discriminatory practices. This section does not apply to dual-status positions subject to specifically exempted military requirements such as age and gender.

10.2. Equal Opportunity. The Employer will provide opportunity and promotion and advancement for all employees, competitive and excepted, in accordance with PL 92-261.

10.3. EEO Counselors. The Employer agrees to appoint and train, in accordance with applicable regulations, the number of Equal Employment Opportunity counselors required by the National Guard Bureau.

10.4. Employee Assistance Program (EAP). Although particular emphasis will be given to those technicians with health problems related to drug abuse and alcohol abuse that may affect a technician's work performance, nothing in this contract shall prohibit a technician from receiving assistance under this program for other personal problems, such as financial difficulties, legal, family or other problems, that may affect job performance. EAP coordinator also responsible for providing advice, assistance and training to commanders, managers, and supervisors on effective use and participation in the program; ensuring their understanding of the procedures for dealing with technicians with alcohol or drug problems and the benefits derived from successful rehabilitation (per current reference TPR 792 dated 8 February 2011).

ARTICLE 11 HOURS OF WORK

11.1. Normal Workday. The normal workday shall be eight (8) hours. The normal workweek will be Monday through Friday. The basic forty (40) hour work week will normally consist of five (5) consecutive eight (8) hour workdays, except for those employees whose services are determined by the Employer to require a different tour of duty. An Alternate Work Schedule (AWS), which compresses the 80-hour pay period requirements into less than ten (10) days, is a viable alternative. Workweek requirements will be established consistent with the mission.

11.2. Notification of Work Schedules. The Employer recognizes the requirement to negotiate with the Organization regarding the changing of work schedules of employees. However, the Employer retains the right to unilaterally change the work schedules of up to, but not more than, two (2) employees at any shop or activity, without I & I Bargaining. The Employer will make reasonable effort to give fourteen (14) days notice of a change in the work schedule.

a. Changes to the normal work schedule will be approved through management channels. The Employer agrees to negotiate the change of work schedules when three (3) or more bargaining unit members are affected, prior to implementing the change.

b. Work schedules may be temporarily changed on short notice as the mission dictates.

c. For the terms of this contract and attachments, the term 'Working Days' will count Monday through Friday, not counting federal holidays, no changes for flex or alternative schedules unless otherwise stated. The term 'Days' will be understood as calendar days unless otherwise stated.

11.3. Core Work Hours.

a. The core work hours scheduled for all bargaining unit (BU) employees are 0700-1600. Employees performing shift operations will not be affected by the core hours.

b. Supervisors will have the flexibility to schedule the hours their employees work, so long as the core hours (0700-1600) are included in the workday and the employees work a full scheduled day. Exceptions can be negotiated between supervisors and employees on a case by case basis. The purpose of this flexibility is to let employees make arrangements for childcare, transportation, school, etc. When possible the employees will schedule non-work activities (as stated above); to prevent conflicts with their normal work schedule. Supervisors may refuse to accommodate the employee when the mission requirements cannot be accomplished without his/her presence. Ref. letter: I & I Bargaining of Compressed Work Schedule, dated 7 February 1994.

11.4. Physical Fitness Training

a. All bargaining unit members (technicians) will be afforded an opportunity to participate in the physical fitness training program during duty hours.

b. All Bargaining Unit members (technicians) are authorized up to one (1) hour of duty time each day on three (3) different workdays per week.

c. On any given day it is the management's right to cancel physical fitness training on that day based on mission requirements.

d. Any physical fitness training program performed outdoors on a DEMA/AZNG installation is to be performed using a buddy or group system when the temperature is greater than 100°F degree Fahrenheit.

e. Physical fitness training may be conducted in APFT uniform or appropriate civilian workout attire.

f. The program must start or finish at the workplace location.

g. The location and type of physical fitness must be communicated to the supervisor (written authorization required if using off base facilities).

ARTICLE 12 ASSIGNMENT OF WORK

12.1. Other Duties as Assigned.

a. Employees should not be required to perform duties unrelated to their primary employment except as required by special circumstances. The employer and the Organization agree that the cleanup of employees' immediate work area and general facility cleanup, where janitor service is not available, are appropriate as other duties as assigned. When an employee is assigned to recurring unrelated duties, an HRO Form 904-20 will be initiated to document these assignments.

b. The term "other duties as assigned" as part of the position description is defined to mean, reasonably related duties to the job/position, and should be of the same level and classification that the individual is currently graded. This does not preclude management from assigning unrelated additional duties. If unrelated duties are assigned on a routine basis, the position description should be amended to include such. Work assignments shall not be in violation of prohibited personnel practices or any relevant law, rule, regulation or this agreement. Supervisors should avoid insofar as possible assigning additional or incidental duties to employees, which are inappropriate to their positions and qualifications. However, an employee refusal to carry out legitimate work assignments may be cause for disciplinary action.

c. Employees assigned to duties requiring specific training or certification will be provided adequate formal training or paired with a trained or certified employee and adequately cross-trained prior to being graded or evaluated on assigned work (e.g. Aircraft transmission technician assigned to assist in hydraulics shop). Management will implement adequate quality control measures to check work performed while cross-training.

d. Supervisory duties will not be assigned to bargaining unit members without being recorded on an SF-52. The senior technician in an area may be assigned leadership duties necessary to continue operations (e.g. assigning work, setting priorities, scheduling, etc) but may not perform supervisory duties (e.g. approving leave, grading or evaluating employees, counseling or disciplinary action), these responsibilities will fall on the next supervisor in the management chain

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 official personnel folder (OPF). 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 his/her OPF, 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 will be used to fill crew or shift vacancies. Positions should be offered to most senior qualified technician first. If no volunteers are found crew or shift vacancy will be assigned to the least senior first.

b. Crews and shifts will be bid using seniority at least every 6 months or when a 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

technicians or less may provide this information to employees in writing, areas with four technicians or more will post the seniority list in a common area.

ARTICLE 13 SAFETY / HEALTH

13.1 Employer and Organization Responsibility. The Employer will make every reasonable effort to provide and maintain safety equipment and safe working conditions. The Organization will co-operate to that end and encourage the employees to work in a safe manner IAW government directives and regulations.

13.2. Employee Responsibility. Each individual has a primary responsibility for his/her own safety and an obligation to know and observe safety rules. These practices are for the protection of each individual and his/her fellow employees, and for the conservation of valuable (often irreplaceable) resources and equipment. Employees are responsible to appropriately utilize personal protective equipment (PPE) or be subject to disciplinary action consistent with laws and regulations and this agreement.

13.3. Standard for Safe Performance of Work. Management agrees to take reasonable precautions to ensure employee safety prior to assigning duties that directly or indirectly threaten the health, safety and/or welfare of the employee. Management agrees to provide briefings, instructions, training, or schooling, safety precautions, devices and PPE required by the TM, SOP, and standard shop practices whenever possible.

13.4. Safety Committees.

- a. Each activity / shop will meet safety committee requirements IAW appropriate safety rules and regulations.
- b. The Organization will nominate, for appointment by the Employer, employees from within the bargaining unit to serve as members of safety committees when established. At least fifty (50%) percent of the activity/shop safety committee will be made up of bargaining unit members.
- c. The names of personnel serving on local safety committees will be published and posted on appropriate bulletin boards.
- d. Bargaining unit members on safety committees should be trained for their additional duties. They will be notified as to the availability of safety schools and, when such schools become available, will be allotted space for attendance at these schools.
- e. The State Safety Council will have at least one member nominated by the Organization.

13.5. 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 as an observer during:
 1. Any safety inspection or survey conducted by OSHA.

2. Any safety or building inspection conducted by a state or municipal fire marshal or building inspector.

3. Any safety inspection conducted by the State Safety Officer.

b. The supervisor of each activity agrees to notify an Organization representative of the date and time of the above safety inspections as soon as they are known. The results of safety inspections will be posted to the appropriate safety bulletin board. Copies, if requested, of safety inspections will be provided to the Organization representative.

13.6. 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 to the Employer will submit a current prescription. 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. Supervisors will ensure required PPE is in compliance with local SOP, government wide rules and OSHA regulations.

g. The following items will be issued to full-time technicians required to work outdoors in cold climate areas, which include Flagstaff, Prescott, Kingman, Show Low, Payson and Sierra Vista.

<u>NOMENCLATURE</u>	<u>SOURCE</u>	<u>QUANTITY</u>
Gloves, Insulated Black	L/P/CIF	1 Pair
Coveralls, Dark Green Insulated	L/P CIF	1 Pair
Boots, Insulated w/Safety Toe	L/P CIF	1 Pair
Parka, Extreme Cold Weather	L/P CIF	1 Each
Liner, Extreme Cold Weather	L/P CIF	1 Each
Trousers, Extreme Cold Weather	L/P CIF	1 Each

h. The items listed below will be issued to all full-time technicians required to work outdoors in the performance of their duties, upon request from the employee.

<u>NOMENCLATURE</u>	<u>SOURCE</u>	<u>QUANTITY</u>
Parka, Wet Weather	CIF	1 Each
Trousers, Wet Weather	CIF	1 Each
Overshoes	CIF	1 Each
Boonie Hat	CIF	1 Each

i. The Employer will establish a Personal Protective Clothing and Equipment (PPC&E) file on each employee. It will contain the record of all PPC&E items issued to the employee for the performance of his/her duties. Personal Protective Clothing and Equipment hand-receipted for use in the employee's position will be recouped upon transfer or termination.

13.7. 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.

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. The employee may refuse to work if imminent danger exists and this refusal will not subject the technician to punitive or disciplinary action, unless the refusal can be conclusively proven to have been made under false pretenses.

c. 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.

d. 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 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.

13.8. 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.

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 7.

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. As a general guideline, one cooler or heater should be available for every two work bays.

13.9. Contaminated Clothing. When an employee's clothing has become impregnated with fuels, and or other contaminants, which may endanger the employee or create a hazard, the employee will be required to change into fresh clothing.

13.10. 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.

13.11. 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 his/her rights and obligations under the Employee Federal Compensation Act.

13.12. Light Duty.

a. Definition: Light duty is defined as medical restrictions due to non-job-related 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. 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 form, CA-17 Rev. Jan. 1997 (see Appendix 3), to the immediate supervisor for consideration of light duty assignment.

c. 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.

d. The employee will provide the supervisor with an updated medical evaluation / light duty request form not later than the next scheduled medical evaluation.

13.13. Smoking in the Workplace. Smoking and tobacco use is governed by Federal Law. The Organization and its members will comply with AR 600-63, and all Department of Defense Directives regarding smoking and tobacco use. Smoking cessation assistance information and training will be made available through the Employer to employee via Employee Assistance Program (EAP).

13.15. 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.

13.16. 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 work place 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 work day (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) A supply of 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 rest room 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.

13.17. 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 Personal Protective Equipment (PPE) to be cleaned up.

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

**ARTICLE 14
LEAVE**

14.1 Leave and Excused Absences. All leave is governed pursuant to TPR 630, dated August 27th, 2010

a. **Sick Leave.** An agency may grant sick leave only when the need for sick leave is supported by administratively acceptable evidence. An agency may consider an employee's self-certification as to the reason for his or her absence as administratively acceptable evidence, regardless of the duration of the absence. An agency may also require a medical certificate or other administratively acceptable evidence as to the reason for an absence for any of the purposes described in § 630.401(a) for an absence in excess of 3 workdays, or for a lesser period when the agency determines it is necessary.

14.2. Compensatory Time. All Compensatory Time is governed by TPR 630 Chapter 11.

14.3. Furlough. All Furlough time is governed by TPR 715, Chapter 3-7 and TPR 300(351).

14.4. Standby / On-Call Status.

a. Definition: 5 CFR 551.431 distinguishes standby status (paid) from on-call status (non-paid) based on the extent to which an employee's freedom of movement and activity are restricted and not whether the employee is required or permitted to carry an electronic paging device or Cellular phone which is provided by the employer.

b. Employees may be assigned to an on-call status and will be allowed to provide the Employer a phone number where they can be contacted or employees may be provided use an electronic paging device or portable telephone for the duration of the duty placing them in that status.

c. It is understood that employees in an on-call status shall not have their travel nor their personal activities restricted so long as:

(1) They remain within the range of the electronic paging device.

(2) They remain in a state of readiness to perform work.

(3) They make arrangements such that any work, which may arise during the on-call period, can be directed by the appropriate person(s).

(4) Employees who are required to respond to a call and perform work shall receive compensatory time of at least two (2) hours.

ARTICLE 15 PERFORMANCE MANAGEMENT

15.1. Responsibilities. Management and the labor organization recognized the vital nature of the performance evaluation process to the entire bargaining unit work force. The performance evaluation system will be IAW TPR 430 and this Agreement. The effectiveness of the performance evaluation system is a combined responsibility of each employee and their supervisor. Performance standards shall be equitable, objective and reasonably related to the duties set forth in the position description. Supervisors will, to the greatest extent possible, establish identical critical elements (job objectives) for employees with the same PD and performing the same duties IAW 430 table 2-1, supervisors will define measurable requirements to achieve each level of critical element ratings (outstanding (5) through unacceptable (1)).

15.2 The times spent away from the assigned job by union representatives in the performance of their representation duties should not be taken into account 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.

16.2. Grievance Definition.

- a. Any complaint by any bargaining unit member concerning any matter relating to the employment of the employee.
- b. Any complaint by the Organization concerning any matter relating to the employment of any bargaining unit member.
- c. Any complaint by any bargaining unit member, the Organization, or Employer concerning,
 - (1) The effect of interpretation or a claim of breach of collective bargaining agreement or;
 - (2) Any claimed violation, misinterpretation or misapplication of any law, rule or regulation affecting conditions of employment.
- d. Technician grievance coverage, as outlined herein, does NOT apply to:
 - (1) Any claimed violation to subchapter III of Chapter 73 of Title 5, United States Code (relating to prohibited political activities);
 - (2) Retirement, life insurance or health insurance;
 - (3) A suspension or removal under Title 5 U.S.C. section 7532 of this title (in the interest of National Security)
 - (4) Any examination, certification or appointment;
 - (5) Action based on classification or job degrading determination that does not result in reduction in grade or pay of any employee. Statutory classification appeals' procedures will be the resolution method used for the classification action. For GS employees, TPR 500(511.6) for WG employees TPR 532-1 are the applicable references;
 - (6) Individual performance appraisals being appealed to the Adjutant General.
 - (7) A filed EEO complaint;
 - (8) A final decision made by the Adjutant General pursuant to the provisions of 32 USC 709(f).

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

16.4. Employees Right to Grieve Without Representation. Each employee is authorized to present a grievance without representative or through a non-organization representative, but in so doing an exclusive Organization representative, is ensured the right to be present during the grievance proceedings and processing. The employer and the organization encourage the resolution of problems, at the lowest level before becoming formal; The Organization representative may be present during such verbal meetings.

16.5. 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 form, STARC AZ Form 690-1, dated 10 July 2011 (see Appendix 1), not later than thirty (30) calendar days after the grievance took place or thirty (30) days after oral discussion over the grievance with the supervisor is concluded, whichever is later. The grievance will be presented to the appropriate supervisor, through HRO. The grievance and the supporting information should be discussed with the supervisor. The supervisor will provide a determination of settlement to the individual and the Organization, in writing, within ten (10) working days from the date the grievance is received by HRO.

Step 2. If the grieved individual is still dissatisfied, the individual may appeal to the Chief of Staff, through HRO within ten (10) working days. The Chief of Staff will provide his decision, in writing, to the grieved individual and the Organization, within ten (10) working days from the date the grievance is received by HRO.

Step 3. If the aggrieved individual is still dissatisfied, the individual may appeal to the Adjutant General, through HRO, within ten (10) working days. The Adjutant General will provide his decision in writing to the grieved individual and the Organization, within ten (10) working days from the date the grievance is received by HRO.

16.6. 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.

16.7. 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 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.

16.8. Procedure – Organization Grievance.

- a. 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) days after the facts leading up to the grievance become known to the Organization.
- b. The following procedures will be used for all Organization grievances: