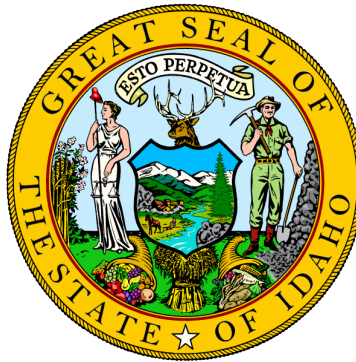


# **COLLECTIVE BARGAINING AGREEMENT**

**2019**

**Idaho Army & Air National Guard**



**The Adjutant General Idaho**



**AFGE, Local 3006**

**Approved by the Department of Defense on October 31, 2019.**

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## ARTICLE 1 – RECOGNITION AND COVERAGE

### Section 1.1 – Recognition and Included Positions

In accordance with the Federal Labor Relations Authority (FLRA) Amendment of Recognition Case Number SF-RP-18-0002 dated June 14, 2018, the American Federation of Government Employees, Local 3006 is the exclusive representative for all nonprofessional employees of the Idaho National Guard.

### Section 1.2 – Excluded Positions

Excluded from the Bargaining Unit are all professional employees, management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7).

### Section 1.3 – General

Whenever language in this agreement refers to specific duties or responsibilities of management officials, 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 will perform the function discussed.

## ARTICLE 2 –PURPOSE

### Section 2.1 – Purpose of Agreement

The purpose of this contract is to identify the parties to this agreement, define their responsibilities under the agreement, and to state personnel policies and practices and matters affecting non-military conditions of employment as provided by this agreement and applicable laws and regulations.

### Section 2.2 – Employer-Union Cooperation

The parties to this agreement recognize that they have a mutual and cooperative interest in the effective accomplishment of the military mission and assigned responsibilities of the Idaho National Guard and that their mutual interest will be furthered by the establishment and maintenance of Employee-Management Cooperation. The Employer recognizes that the Union shall be given the opportunity to participate in the formulation of conditions of employment, consistent with Article 5, in the areas where the Employer has discretion. The Union recognizes that virtually all of the bargaining unit (more than 95 percent) is comprised of excepted service military technicians who must maintain military membership in the Idaho National Guard as a condition of employment. The parties agree that the duty performance of these technicians in support of the employers' military mission as workers and trainers is essential for mission accomplishment.

## ARTICLE 3 – DURATION OF AGREEMENT

### Section 3.1 – Duration

This agreement will remain in full force and effect for 3 years from the date of approval by the Defense Civilian Personnel Advisory Service (DCPAS) or under the provisions of 5 USC Section 7114, (c)(3) whichever comes first.

### Section 3.2 – Amendments/Supplements

This agreement may be subject to amendments or supplements during the agreement duration under the following procedure:

1. At any time, by mutual consent, for the purpose of amending or providing supplements to this agreement.
2. A request for an amendment or supplement to this agreement by one party shall be submitted in writing to the other party, setting forth the proposed change to this agreement.
3. Representatives of the Agency and the Union will meet within thirty (30) days of the written proposal, to commence negotiations on the proposal, unless a later date is mutually agreed upon.
4. Approval of an amendment or supplement to the agreement will be accomplished by DCPAS in the same manner provided for approval of the basic agreement.

### Section 3.3 – Renewal of Agreement

Barring any changes, proposed changes, or pending negotiations related to the provisions of Section 3.4 of this Article, the contract will be automatically renewed for a new three (3) year period and will take effect immediately following the expiration of the current three (3) year period and will be renewed for one (1) year each year thereafter.

### Section 3.4 – Renegotiations

Should either party wish to change the agreement prior to automatic renewal provisions in Section 3.3 of this Article, the following shall apply:

1. Negotiations for a new agreement will commence no earlier than one hundred and five days (105) nor later than sixty (60) days prior to the termination of the current agreement.
2. Representatives of the Agency and representatives of Union will meet to initiate a memorandum of understanding (MOU) establishing the ground rules for conduct of negotiations.

### Section 3.5 – Termination of Agreement

This agreement may be terminated by mutual consent of both parties, or at any time it is

determined and established by receipt of a certification from the FLRA that the Union is no longer entitled to Exclusive Recognition under 5 USC 7111.

#### Section 3.6 – Impasses in Negotiations

1. When agreement is not reached through negotiations on a particular article, it shall be set aside to be reconsidered after other negotiable items have been finalized. Should there be issues on which the parties are unable to reach agreement, either party may request the assistance of the Federal Mediation and Conciliation Service (FMCS) in accordance with 5 USC 7119.

2. Should there be issues on which the parties fail to reach agreement with the assistance of FMCS, such issues may be submitted to the Federal Service Impasses Panel (FSIP) for resolution. The parties may mutually agree to submit unresolved issues to arbitration through the Panel, using the procedures in Article 14 of this agreement provided the procedures are approved by the FSIP in accordance with 5 USC 7119(b)(2).

### ARTICLE 4 – EFFECTS OF CHANGES IN REGULATIONS ON THIS AGREEMENT

It is understood by both parties that in the administration of all matters covered by this agreement, the employer and employees are governed by existing or future laws and government regulations, including policies set forth in the Code of Federal Regulations; by published Agency policies and regulations in existence at the time the agreement was approved; and by subsequently published Agency policies and regulations required by law or by the regulations of appropriate authorities. After the enactment of any new law, regulation, or policy, which affects provisions of this agreement, the Union has the option to bargain on the impact and implementation of such change in accordance with Article 8.

### ARTICLE 5 – MANAGEMENT RIGHTS

#### Section 5.1 – Management Rights

The Employer retains its rights in accordance with provisions of 5 USC 7106:

1. Subject to subsection (2.) of this section, nothing in this chapter shall affect the authority of any management official of any agency—

a. To determine the mission, budget, organization, number of employees, and internal security practices of the Agency; and

b. In accordance with applicable laws –

(1) To hire, assign, direct, lay off, and retain employees in the Agency, or to suspend, remove, reduce in grade or pay, or to take other disciplinary action against such employees;

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

(3) With respect to filling positions, to make selections for appointments from—

(a) Among properly ranked and certified candidates for promotions; or

(b) Any other appropriate source; and

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

2. Nothing in this section shall preclude any agency and any labor organization from negotiating:

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

b. Procedures which management officials of the agency will observe in exercising any authority under this section; or

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

#### Section 5.2 – Written Personnel Policies

To the extent that provisions of written personnel policies for employees published by and within the discretion of the Employer are in conflict with this agreement, the provisions of the agreement shall govern.

### ARTICLE 6 – EMPLOYEE RIGHTS

#### Section 6.1 – Right to Organize and Discuss Matters of Concern

1. Each employee of the Unit has the right, freely and without fear of penalty to reprisal, to join, and assist a Union or to refrain from such activity, and each employee shall be protected in the exercise of this right. It is agreed that there will be no interference, restraint, coercion, or discrimination to encourage or discourage membership in the Union. The right to assist a Union extends to participation in the management of the Union and acting for the Union in the capacity of a Union Representative.

2. Nothing in this agreement shall require an employee to become or to remain a member of the Union, or to pay money to the Union.

3. No employee shall be precluded, regardless of whether he or she is a member of the Union from bringing matters of personal concern to the attention of his or her appropriate local management official.

4. An employee in the capacity of a Union Official (officer or steward) will not be precluded from presenting his or her views to officials of the Executive Branch of the Federal Government, the Congress, or other appropriate authority.

5. No activities performed by an employee relating to the internal business of the Union (including solicitation of membership, elections of labor organization officials, and collection of dues) shall be performed during the time the employee is in a duty status. Such activities are prohibited by law.

## Section 6.2 – Conduct

An employee is accountable for the performance of official duties and compliance with Standards of Conduct for National Guard Employees. The Employer affirms the right of employees to conduct their private life as they deem fit and the right to engage in outside activities of their own choosing without being required to report to the Employer on such activities, except as required by law or regulation of higher authority. Employees engaged in outside employment must ensure that such employment does not represent a conflict of interest, detract from duty performance, or the mission and image of the National Guard.

## Section 6.3 – Conditions of Employment

The parties agree that employees have the right to grieve over conditions of employment. Employees are required to perform assigned duties, and then grieve if the assignments fall into a grievable area.

## ARTICLE 7 – EMPLOYER-UNION COOPERATION

### Section 7.1 – Cooperation

1. The Employer will upon request, furnish the Union a list of names, positions, titles, grades, and duty section of all employees within the bargaining unit.
2. The parties recognize that cooperation depends heavily on good communication. Management representatives are encouraged to discuss issues informally at all levels throughout the organization.
3. Management agrees to allow up to 15 minutes for a Union presentation during a new employee orientation to explain the role of the Union. Additionally, the employer will give the new employee the name of the designated steward in that employee's work area. HRO will furnish the Union with the names and duty sections of new bargaining unit employees within fourteen (14) calendar days of in-processing.
4. The Union agrees to cooperate with the Employer in truly voluntary, nationally recognized charity drives and to lend its support to these worthy causes. All parties will make every effort to ensure total confidentiality.



## Section 7.2 –Labor-Management Committee

1. The Employer and the Union agree to establish a Joint Labor-Management Committee to meet on an as-requested basis. The Joint Labor-Management Committee will primarily serve as a means for furthering communication, understanding and cooperation on an informal basis. It is not intended as a forum for airing individual grievances or conducting I & I bargaining.

2. Upon written notice, either party to the agreement will meet with the other at a location agreed upon by the parties within fourteen (14) calendar days, provided the notice states the agenda items to be discussed. The committee shall consist of not more than six persons, three from Management and three from the Union. Union representatives who are employees will be allowed official time for this purpose. The Labor Relations Specialist (non-participating member) or a designated individual will act as executive secretary and will distribute mutually agreed upon minutes to members of the committee. The committee may consider consultation matters involving:

- a. Interpretation and application of this agreement;
- b. Promotion of education and training opportunities;
- c. Interchanges of ideas and recommendations designed to increase the efficiency and effectiveness of employer operations;
- d. Establishment of safer working practices, elimination of hazards in the working environment, and the safeguarding of employee health;
- e. Relations with the public and maintenance of high standards of conduct by employees in their contacts with the community;
- f. Policies and practices which affect employee welfare and morale;
- g. Equal Employment Opportunity, Affirmative Action Plan;
- h. Environmental Differential and Hazardous Duty Pays;
- i. Other mutually agreeable items.

## ARTICLE 8 – UNION RIGHTS

### Section 8.1 – Matters Appropriate for Negotiations

1. The Employer agrees to negotiate with the Union concerning the impact and implementation of any new regulations, directive, or policy which will affect employees in the unit so far as may be appropriate under applicable laws, regulations and the Statute. The employer will notify the Union of any changes in working conditions. The Union agrees to respond to such changes within fourteen (14) calendar days if they desire to bargain on the impact/implementation of such changes. If, after the expiration of fourteen (14) calendar days, the Union has not responded, the Employer may then implement the proposed changes.

2. When a change in working conditions is proposed within a work unit/section, the Management Official or Supervisor proposing such changes will be coordinated with the HRO-Labor Relations Specialist and given to the Union Steward for the unit/section Union Steward. Wherein a unit/section does not have a designated Union steward, such changes will be given to an elected Union official. If the Union wishes to bargain the impact and implementation of these changes, they will have seven (7) calendar days to respond.

#### Section 8.2 – Past Practice (Established Practice)

1. A past practice is any long-standing, frequent practice that is accepted and known about by the union and management.
2. A past practice may be changed after a Management Official or Supervisor completes the process outlined in Article 8.1.2.
3. Laws, regulations, and this agreement take precedence over past practice and tradition when there is a contradiction.

#### Section 8.3 – Unfair Labor Practice (ULP)

1. The Agency and the Union agree that prior to either party submitting an Unfair Labor Practice (ULP) charge to the Federal Labor Relations Authority (FLRA), the party raising the issue will give written notification to the other party and request a meeting in an attempt to resolve a suspected ULP. Notification will be given to the HRO-Labor Relations Specialist for management and the Union President for the Union. The parties shall meet within ten (10) calendar days of receipt of notification. The meeting will be an informal attempt to resolve the matter(s) in dispute.
2. Should the parties resolve the issue, it shall be reduced to a written agreement and signed by the parties. In the event the issue is not resolved, and Unfair Labor Practice may be filed. Time extensions may be granted by mutual consent.

#### Section 8.4 – Union Officials and Stewards

1. The employer agrees that the Union may appoint stewards and designate their area of representation. Stewards will be members of the bargaining unit and assigned so as to provide each employee with reasonable access to a Union representative. The Union will supply the employer, in writing, and shall maintain on a current basis a list of Union officials and authorized stewards and their area of representation. There shall be no more than a total of twenty (20) Union stewards at any given time. The Air may have up to six (6) Union stewards assigned and the Army may have up to fourteen (14) Union stewards assigned.

a. Stewards and other Union officials shall not leave their work stations without prior approval of their supervisors and then only for activities related to a grievance, at the request of management, or as otherwise provided for in this agreement.

b. Functional area stewards will normally perform all representational duties for bargaining unit employees assigned in their functional area. Although stewards are designated within these areas to give reasonable access to a Union representative, the Union President may select any steward to represent any employee of the bargaining unit.

c. The Agency agrees that there will be no restraint, interference, coercion or discrimination against Union representatives while performing their authorized duties under the Statute.

d. IAW Section 8.5, a steward may be allowed a reasonable amount of official time to investigate and prepare grievances, appeals of unacceptable performance, and appeals of adverse actions, excluding reclassification actions.

e. Stewards will not use official time for solicitation of membership, campaign for offices, distribution of literature, or other internal Union business.

2. Union business may be conducted during lunch periods.

#### Section 8.5 – Official Time

1. Union Representatives may be permitted a reasonable amount of official time to effectively represent employees in accordance with this agreement.

2. Official time will be requested through appropriate supervisor via an AGO Form 87, *Official Time Request* and properly recorded on time and attendance records in accordance with time and attendance policy and procedure. A copy of approved AGO Forms 87 will be maintained by the agency.

3. Reasonable time for representational activities (i.e., discussions, meetings, investigations, and processing grievances etc.) shall be that amount of time determined by both parties to effectively resolve a matter of concern or review, evaluate a proposed policy change and formulate a recommendation, or negotiate a given proposal.

4. The Agency agrees to allow the Union a reasonable amount of time for negotiation preparation, to be defined by the memorandum of understanding (MOU) prior to the negotiation process.

5. Union Representatives will obtain supervisory approval before leaving their work areas. The request should state their destination, estimated time of return, and the nature of Union business. Representational functions that require the Union representative to visit other work areas will be coordinated with the other work area by the approving supervisor.

6. If the request cannot be accommodated due to mission requirements, the representative will be informed of the earliest possible time when they will be able to leave his/her work site.

7. Union representatives will perform all representational functions in an expeditious manner and will report to their supervisor upon return to the work area.

8. Representatives will be available for call back due to mission requirements and will report to their supervisor immediately upon return.

9. No more than one (1) Union representative at a time will be authorized official time for each representational function unless otherwise provided for in this agreement.

10. When attending contract negotiations or joint Labor Management Committee meetings or attending meetings with supervisor/managers as a representative of bargaining unit members, elected Union officials and stewards may, at their discretion, wear civilian attire.

#### Section 8.6 – Administrative Leave

1. It is agreed that Union representatives may be granted administrative leave for the purpose of attending Union-sponsored training conferences, seminars or workshops.

2. The Union will present a request for administrative leave no later than thirty (30) calendar days prior to the scheduled training. The request will obtain names of Union representatives, an agenda outlining the content of the training in sufficient detail to allow a decision to be made based on the mutual benefit criteria. Management will consider granting administrative leave for travel. The request will be submitted to the HRO-Labor Relations Specialist.

4. The request may be approved or disapproved based on the ability to determine if the Union-sponsored training conference, seminar or workshop will meet the criteria of mutual benefit to the government and employee.

5. The HRO-Labor Relations Specialist or his/her designee will be responsible to contact the supervisor of the Union representatives listed in the request to ascertain whether or not workload requirements will allow release of the employee. The Labor Relations Specialist or his/her designee will get the supervisor's approval/disapproval of the employees involved.

6. The Labor Relations Specialist or his/her designee will respond to the Union President within ten (10) calendar days as to the approval/disapproval of the agenda and the employee's approval for release.

#### Section 8.7 – Union Communication

1. The Employer agrees that the President of the Union or their designee (in the absence of the President) is authorized to consult with The Adjutant General on matters deemed appropriate. Meetings between the above parties will be scheduled in advance through the Labor Relations Specialist.

2. During working hours, upon advance notice, national representatives of the Union may be permitted to visit specific work areas or to participate in meetings between Union representatives

and Management as security and mission requirements permit. All such visits will be coordinated in writing for approval by the agency.

## ARTICLE 9 – UNION DUES

Dues withholding privileges will be extended to the Union throughout the period of this agreement.

### Section 9.1 – Dues Deductions

Dues deduction will be accomplished in accordance with 5 USC 7115.

1. Employees eligible for dues withholding are those members of the Union in good standing who are employed in the bargaining unit and whose net salary, after other legal and required deductions, is regularly sufficient to cover the amount of the authorized allotment.
2. Employees eligible for bargaining unit membership may elect to pay Union dues by having the Agency deduct a pre-specified amount of monies from the employee's regular paycheck.

### Section 9.2 – Processing and Termination of Allotments

1. Eligible employees can complete their portion of the form *SF 1187 Request for Payroll Deduction for Labor Organization Dues* and forward the form to the Union for completion and certification.
2. The Union treasurer will certify the amount of dues while completing the appropriate portions of the form and then forward the form to HRO-Labor Relations Specialist. 3. HRO will forward a copy of the SF 1187 to the respective employee payroll office. Allotments will take effect no later than the second pay period beginning after receipt of the properly executed and correct SF 1187 in the payroll office.
3. SF 1187, SF 1188, and other material pertaining to allotments will be date-stamped on receipt in the HRO and in the payroll office. The payroll office will furnish a copy of each SF 1188, Revocation of Voluntary allotment, to the Union within seven (7) calendar days of receipt.
4. An employee may voluntarily revoke their allotment for the payment of dues by submitting an *SF 1188 Cancellation of Payroll Deduction for Labor Organization Dues* form to the Union Treasurer who will ensure it is provided to the respective employee payroll office. Once cancellation is complete, copies will be provided to the employee, the Union, and Labor Relations Specialist.
5. The Union shall be responsible for educating eligible employees as to the procedure in revoking allotments, emphasizing that an initial allotment may be revoked 12 months after the written assignment and thereafter the effective date will be the first full pay period prior to the anniversary date of Union membership.

6. An allotment may terminate when the employee leaves the bargaining unit as a result of a personnel action that results in any type of separation, transfer, reassignment, promotion or other action which would exclude the employee from the bargaining unit.

7. Upon request, HRO can verify a personnel action has occurred in which an employee is excluded from the bargaining unit.

8. The payroll offices (Army/Air) will make the remittance for dues withheld biweekly. This remittance will be by single check payable to the Union and will be by single check payable to the Union and will be forwarded to the Treasurer of Local 3006, AFGE, whose name and address will be furnished to the payroll offices on a current basis by the Local. It will be accompanied by a "Union Dues Deduction Report" containing the following:

a. Identification of the technician organization;

b. Payroll period;

c. Employee's name and number;

d. Amount deducted;

e. Names of enrolled employees from whom no deductions have been made with a notation of the reason (i.e., LWOP, revocation of allotment, separation, transfer, etc.)

9. The parties agree that should a dues under-withholding error occur, it will be corrected from employee earnings. Likewise, should a dues over-withholding occur, it will be corrected from Union funds.

## ARTICLE 10 – USE OF OFFICIAL FACILITIES AND SERVICES

### Section 10.1 – Office and Meeting Space

1. At the request of the Union, the Employer will provide adequate facilities on a space-available basis, to conduct Union meetings during non-work hours. Costs (utilities and cleaning fees) associated with that use will be paid by the Union. The Employer also agrees to provide office space (not to exceed 225 sq. ft.) and furnishings (desk, file cabinets, chair) on an exclusive-use basis, when possible, for use by the Union. The Union will have the option to reimburse the employer for utility and operational costs of the exclusive-use area at GSA rate each year or find an alternate non-agency provided location to conduct Union business. The Union agrees to comply with safety and fire regulations within their exclusive use area and to observe acceptable housekeeping standards.

2. At the request of the Union, the Employer may approve the use of other facilities for Union training. The request must be in writing and approved by The Adjutant General or their designated representative. Such requests are subject to availability of the facility. A cleaning fee and/or utility costs will be assessed based on estimated cost to the government.

3. The Employer agrees that adequate space for a small file cabinet will be provided for the Union President adjacent to this work area.
4. The Union is not authorized the use of government equipment or supplies except as provided in this agreement.

#### Section 10.2 – Publicity

1. A Labor-Management Committee agrees to meet to work out spaces and locations for placement of Union-produced, mutually agreed upon bulletin boards as the need arises. These bulletin boards are for the exclusive use of AFGE Local 3006.
2. This agreement will be posted on the Idaho National Guard HRO website.
3. It is important that all employees should be aware of the rules governing their employment. The Employer agrees that all official publications affecting personnel policies, practices, and matters affecting the working conditions of federal employees, be made available for reference on the Idaho National Guard HRO website.

#### ARTICLE 11 – HOURS OF WORK AND COMPENSATION

1. Hours of work will be programmed by the Employer to satisfy the requirement of maintaining the efficiency of operation and of determining the methods, means, and personnel by which such operations are to be conducted. When shifts or irregular workweek tour of duty schedules are required by the Employer to accomplish the mission, employees may offer personal preferences for assignment to shifts or irregular work schedules for consideration to their work-scheduling supervisor.
2. Employees working in activities requiring seven-day-week operations normally shall have their tour of duty arranged to allow the employee two consecutive days off.
3. Except when The Adjutant General, in accordance with Code of Federal Regulations (CFR), determines that the Employer would be seriously handicapped in carrying out its functions or that costs would be substantially increased:
  - a. Changes in Normal Tour of Duty Schedules: Changes in the normal tours of duty shall be in compliance with applicable laws and regulations and will be posted in the affected employee's work area seven (7) calendar days prior to the date of changes unless waived by the employee.
  - b. Changes in Normally Scheduled Work Shifts: Changing of work shifts will adhere to a ten (10) calendar day written notice of change to affected employee(s).
4. Individual temporary changes in the tours of duty may normally be distributed and rotated among qualified employees. Every effort will be made to consider the individual needs of employees affected when making changes, i.e., education/training, individual and family

problems. Any complaint or disagreement on the changes of assignment of tours shall be handled in accordance with the article on grievance procedure.

### Section 11.2 – Reporting for Duty

1. Employees have a responsibility to report to work ready, willing, able, and in proper attire, promptly at the beginning of their scheduled work period.
2. The Employer recognizes that work schedules and duty start and end times vary throughout the Idaho National Guard. Supervisors should educate their employees regarding time and attendance requirements within their specific work center.

### Section 11.3 – Lunch Periods and Breaks

1. Employees are authorized a lunch period of (30) consecutive minutes relatively free of interruption every workday. During this time the employee is considered to be off-duty.
2. When Agency mission requirements do not allow an employee a full thirty (30) minute consecutive and uninterrupted lunch period, an effort will be made to reschedule lunch. When time off for a lunch period is not possible due to mission requirements, a lunch period of twenty minutes or less may be counted as time worked for which compensation is allowed. Where such an on-the-job lunch period is in effect, employees must spend the time in close proximity to their workstations and must be available for work.
3. Each shift will be allowed one paid 15-minute rest period during each four (4) hours of continuous work when in compliance with appropriate regulations. The exact timing of rest periods will be the responsibility of each supervisor; however, employee input will be considered.

### Section 11.4 – Overtime

1. Overtime, as it applies to National Guard employees is defined as work performed in excess of a regularly scheduled tour of duty. It is normally occasional or intermittent in nature. For Title 32 technicians, overtime is compensated by compensatory time off. For Title 5 employees, compensation by default is overtime pay and by request of the affected employee, can be compensatory time off.
2. Overtime work is compensated by compensatory time off from a regularly scheduled tour of duty, which is granted on the basis of one hour off duty for each hour of overtime worked. Overtime should only be granted when work cannot be controlled administratively.
3. Overtime will be properly authorized or directed by a supervisor in accordance with applicable directives. The supervisor will notify the employee(s) as early as possible when overtime work will be required and when an overtime period is cancelled. The shop steward may consult with the supervisor concerning the assignment of overtime. Supervisors shall not assign overtime work to employees as a reward or penalty. Management agrees to give consideration to all



circumstances, including the employee's personal problems, when requesting an employee to work overtime.

4. Employees who work overtime shall be allowed a 15-minute paid rest break for every four (4) hours of continuous work and a lunch period without pay for every six (6) hours of continuous work. The exact timing of rest periods will be the responsibility of each supervisor. Employee input will be considered.

#### Section 11.5 – Call Back

1. Call Back is the act or an instance of requesting that an off-duty employee report to work and perform work duties on a day when work was not scheduled, or before reporting for duty on a duty day or after the duty day and the employee has departed their duty location.

2. Unscheduled call back work entitles an employee to a minimum of two (2) hours pay whether work is performed or not.

3. Call back of employees to work shall be kept to the minimum. Employees called to work outside of their basic workweek and/or their basic workday may normally be excused immediately upon completion of the task they were called to perform.

4. Call back begins when the employee reports to the duty station and begins work.

#### Section 11.6 – Stand-By and On-Call Duty Compensation

1. In order to deal with situations occurring after regular duty hours, employees may be placed on either a stand-by or on-call duty status.

2. Stand-By Duty. An employee is on duty, and time spent on standby duty is hours of work if, for work related reasons, the employee is restricted to a designated post of duty and is assigned to be in a state of readiness to perform work with limitations on the employees activities so substantial that the employee cannot use the time effectively for their own purpose.

a. The Agency shall make every reasonable effort to provide an employee advance notice specifying the beginning and ending period that they will be on standby status.

b. The Agency shall notify any employee who is on stand-by status of its cancellation as soon as possible.

3. The Agency may establish routine prohibitions regarding alcohol consumption, and may restrict the use of specific prescription or over the counter drugs, in order to ensure employees maintain the ability to perform work.

4. On-Call Duty. An employee will be considered off duty and time spent in an on-call status shall not be considered hours of work if:

a. The employee is allowed to leave a telephone number for the purpose of being contacted, even though the employee is required to remain within a reasonable call-back radius or;

b. The employee is allowed to make arrangements such that any work which may arise during the on-call period will be performed by another person.

#### Section 11.7 – Holidays

1. Employees are entitled to all designated federal holidays or the day designated as an in-lieu of holiday if assigned to an irregular work schedule. Any additional pay entitlements will be granted in accordance with appropriate regulations.

2. When regular holiday work is required, the supervisor shall rotate work assignments consistent with mission requirements. Qualified volunteers may be used to satisfy these requirements.

### ARTICLE 12 – LEAVE

#### Section 12.1 – General Provisions

1. Employees are encouraged to request leave as far in advance as possible. Approval or denial of leave requests are based on the Agency's mission requirements at the time the request is submitted.

2. An employee may cancel previously requested leave at any time.

#### Section 12.2 - Annual Leave

1. A supervisor will approve or disapprove a properly submitted request for annual leave as soon as possible. Annual leave requests will be granted, unless conflicting with mission requirements. If annual leave is disapproved due to mission requirements, the supervisor will work with the affected employee to reschedule the disapproved leave as necessary.

2. When two or more employee's from the same work section desire the same period of programmed leave and mission requirements precludes approval of all requests, supervisors should consider prior leave requests and approvals of employees affected.

3. To advance annual leave, refer to Agency published guidance.

4. Leave may be taken in the same pay period it is earned.

5. An employee will not be required to take annual leave other than at their own discretion except where specifically required by regulation. However, consistent with mission requirements, management retains the right of final approval of leave.

### Section 12.3 - Leave Without Pay (LWOP)

1. For use and approval of LWOP, refer to Agency published guidance.
2. LWOP may be granted for an employee who wants to serve on a temporary basis as a full-time American Federation of Government Employee (AFGE) representative for up to one year. When an employee is on leave without pay for this purpose, under the provisions of this agreement, the employee shall be entitled to return to a job of like classification, status, and pay, in accordance with appropriate regulations, provided they notify the Employer at least ninety (90) days prior to their release by AFGE.

### Section 12.4 - Sick Leave

1. Employees are encouraged to inform their supervisors as soon as possible about medical, dental, or optical appointments requiring the use of leave.
2. A supervisor may require a medical certificate to support use of sick leave for any duration of sick leave used by an employee.

### Section 12.5 – Administrative Leave and Excused Absences

Excused absences may be granted to present a grievance or complaint IAW Article 13 of this agreement.

## ARTICLE 13 – RESOLVING EMPLOYEE DISPUTES – GRIEVANCE PROCEDURES

### Section 13.1 – General Provisions

1. The purpose of this Article is to provide a mutually acceptable method for prompt and equitable settlement of grievances. Except as provided for by law, this negotiated procedure shall be the exclusive procedure available to the Union, Management and the employees in the bargaining unit for resolving grievances.
2. It is agreed that prompt resolution of workplace issues, problems, and disputes is enhanced by the ability of both Management and the Union to effectively communicate and resolve differences.

### Section 13.2 – Scope

A grievance means any complain submitted in accordance with this Article:

1. By an employee concerning any matter relating to the employment of the employee;
2. By the Union concerning any matter relating to the employment of any employee; or
3. By any employee, the Union, or the Employer concerning:

- a. The effect or interpretation, or a claim of breach, of this agreement; or
  - b. Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.
4. Except, that it shall not include a grievance concerning: (matters excepted in 5 USC 7121(c),)
- a. Any claimed violation relating to prohibited political activities;
  - b. Retirement, life insurance, or health insurance;
  - c. A suspension or removal in the interests of national security (5 USC, Section 7532);
  - d. Any examination, certification, or appointment;
  - e. The classification of any position;
  - f. Discharge, suspensions, furlough without pay, reduction in grade or compensation or other action taken under authority of 32 USC, Section 709(f);
  - g. Non-selection for promotion from a group of properly ranked and certified candidates.

### Section 13.3 – Guidelines

NOTE: All written grievances must be filed on the Union Grievance Form, a sample of which is included as Attachment #1. At a minimum, the form will contain the name of the aggrieved, Union, or employer, as appropriate; date of the incident, details of the grievance; how the aggrieved party is personally affected; resolution requested; Union representing (yes or no).

1. An employee or group of employees has the right to be represented by the Union at each step of this procedure.
2. If the aggrieved employee covered by this agreement does not choose to be represented by the Union, the Union will be notified and given the opportunity to be present at any meeting between the aggrieved and management. Management will notify the Union of the meeting.
3. An employee or group of employees presenting a grievance is entitled to communicate with and seek advice from a manager/supervisor of higher rank than the immediate supervisor, the Human Resource Office, the Union, or the Equal Employment Opportunity Office.
4. A grievance concerning a disputed practice may be presented at any time. A grievance concerning a particular act or occurrence must be presented within twenty (20) calendar days of the occurrence or the date the aggrieved became aware of it.

5. When more than one employee is pursuing an identical grievance, the Labor organization shall:

- a. Select one aggrieved individual and one representative to pursue the grievance;
- b. Provide a list of other aggrieved individuals to the employer; and
- c. Agree to be bound, in all cases, by the outcome of the grievance of the selected aggrieved individual and representative.
- d. The grievance will be initiated at Step 2 or Step 3 as appropriate for the number of employees involved.

6. Employees and their personal representatives shall be free from restraint, interference, coercion, discrimination or reprisal in seeking adjudication of their grievance.

7. The time limits stated in this agreement may be extended by mutual consent. Requests for extensions of an established time limit will be requested in writing to the Human Resource Office.

8. It is understood that this negotiated grievance procedure shall be the exclusive procedure for the Employer, bargaining unit employees, and the Union for resolving such grievances except those exclusions reflected in this agreement. If the aggrieved employees covered by this agreement do not choose to be represented by the Union, the Union nevertheless will be given the opportunity to be present at any meeting relative to the grievance between the aggrieved and the Employer, and will be notified by the Employer of any such meetings. Employees desiring representation in the grievance procedure must be represented by the Union.

#### Section 13.4 – Grievance Procedures

Most issues arise from misunderstandings or disputes, which can be resolved promptly and satisfactorily on an informal basis by the immediate supervisor. Every effort will be made to settle any grievance promptly and at the lowest level possible. Management and Union agree that clear communication at all steps of the grievance procedure is vital.

1. If an employee wants to file a grievance, the employee may submit a written grievance (on the grievance form) to the Labor Relations Specialist in the Human Resource Office. The LRS or his/her designee will log the grievance and submit a copy to the Union President. The LRS or his/her designee will work with the supervisory chain of command for review and processing in an effort to reach a resolution. If required to process through multiple levels of supervision, each level will have seven (7) calendar days to provide a written response.

2. If the written grievance has processed through to the Assistant Adjutant General Army/Air and is still unresolved, the employee will have seven (7) calendar days to submit the grievance and all exhibits through the HRO to The Adjutant General for a decision. The Adjutant General or their designee will respond within twenty-one (21) calendar days. If the decision is

unsatisfactory, either party may seek resolution through the Federal Mediation and Conciliation Service (FMCS).

### Section 13.5 – Management – Union Grievances

Grievances by Management or the Union must be submitted by the complainant within twenty (20) calendar days from the date of the incident or event creating the grievance or twenty (20) calendar days from the date the complainant became aware of the incident. Grievances will be processed in accordance with the following procedures:

Step 1. The Union President or his/her designee and The Adjutant General or his/her designee will meet within seven (7) calendar days of receipt of the written grievance by the respondent. The respondent will furnish a written reply within fourteen (14) calendar days following the meeting unless the parties reach a written agreement at the meeting.

Step 2. If the remedy sought by the complainant is not granted or satisfactory settlement is not reached and the complainant wishes to pursue the matter, the complainant will notify the other party, in writing, of the decision to invoke arbitration. In order to invoke arbitration, the request for arbitration must be received, in writing, by the other party thirty (30) calendar days after the conclusion of Step 1.

### Section 13.6 – Delays and Cancellation

1. Should the recipient fail to respond to a grievance within the appropriate time period as stated in this agreement, the grievance will automatically be advanced to the next step.
2. Should the aggrieved fail to respond to requests for information, etc., within the appropriate time period, as stated in this agreement, the grievance will automatically be cancelled.
3. Any time either party fail to appeal a grievance to the next step within the stated time limits; the grievance will automatically be cancelled.
4. A grievance may also be cancelled:
  - a. Upon request of the aggrieved.
  - b. If the employee is terminated, unless the relief sought by the employee may be granted after termination.
  - c. Upon death of the employee unless the grievance involves a question of pay.

### Section 13.7 – Questions of Grievable Issues

1. If there is a question concerning the legitimacy of a grievance for coverage under this Article, the grievance may only be rejected by the designated representative of The Adjutant General or in the case of a grievance brought by management, the Union president or their designated representative.

2. In the event either party should declare a complaint is not grievable or an issue for arbitration, the original grievance shall be considered amended to include this issue. All disputes regarding whether issue(s) are grievable or issues for arbitration shall be referred to arbitration as a threshold issue in the related grievance. Such threshold issues, by mutual agreement shall be submitted by written briefs and reply briefs to the arbitrator for decision prior to convening any hearing on the merits of the grievance.

### Section 13.8 – Arbitration

1. If the final decision concerning a grievance is not acceptable to the aggrieved party, the Union or the Employers, as appropriate may, within thirty (30) days following receipt of the decision, request in writing, that the grievance be submitted to binding arbitration.

2. When a request for binding arbitration is properly invoked, the Union or Employer shall, within seven (7) calendar days, request the FMCS to submit a list of seven (7) arbitrators. These arbitrators will be from six (6) western states: Washington, Idaho, Oregon, Utah, Nevada, and Montana. The parties shall meet within seven (7) calendar days after receipt of the list. If they cannot agree upon one name from the list, then the Union and Employer shall alternately strike one name until one name remains. The remaining person shall be the duly selected arbitrator.

3. If either party refuses to participate in the selection of an arbitrator or, upon inaction or undue delay on the part of either party, the other party may designate the arbitrator from the FMCS list and arrange the date for the hearing.

4. The fees, travel and per diem expenses of the arbitrator is payable under Vol. II, JTR, shall be shared equally by the Union and the Employer. When either party requests a transcript of an arbitration proceeding, the requesting party is responsible for the cost. The parties may mutually agree to share the cost of the transcript.

5. The arbitrator's award shall be binding on the parties except that either party may file exceptions to an award with the Federal Labor Relations Authority under regulations prescribed by the Authority.

## ARTICLE 14 – EMPLOYEE CONDUCT – DISCIPLINARY AND ADVERSE ACTION

### Section 14.1 – General

1. This Article applies to matters of conduct only; actions that relate to job performance will be accomplished in accordance with the Agency's Performance Appraisal Program.

2. It is mutually recognized that military technicians are in the excepted service requiring military membership in the National Guard as a condition of employment. When appropriate, problems arising in a technician status will be dealt with under technician regulations. It is also recognized that "off duty" problems, depending on their nature, may well impact a technician's employment and will be handled in accordance with applicable government directives.

3. The purpose of conduct management is to maintain control and order within the workforce by requiring compliance with established rules and regulations. The Employer and the Union recognize that public interest requires the maintenance of high standards of conduct. No bargaining unit member will be subject to disciplinary actions except for just cause, as will promote the efficiency of the service. Disciplinary actions will normally be taken using the concept of progressive discipline. While the concept of progressive discipline is the general rule, there may be times or circumstances when the employee's behavior is such that a more severe penalty is required for the first offense. Supervisors will proactively address unacceptable behavior at the earliest and lowest level of discipline possible. However, this does not inhibit the Agency's right to choose a higher level of discipline as appropriate.

4. Employees are expected to behave appropriately and follow all applicable rules and regulations.

5. The Agency shall determine when disciplinary action is warranted. Such actions will be administered in a fair, impartial, and timely manner.

6. The initiation of a disciplinary action against an employee should not be unreasonably delayed. Some examples of a reasonable delay may include pending investigations or unexpected work schedule conflicts of short duration or military duty.

7. When the processing of a disciplinary action may be delayed, the employee and/or their representative will be notified stating the reason for the delay and the anticipated disposition of the case.

8. Letters of Reprimand (LORs) and all adverse actions must be processed through the HRO-LRS prior to being issued to the employee. LORs and adverse actions not processed by HRO-LRS will not be considered official.

#### Section 14.2 – Investigation, Examination and Representation

1. The Employer will, annually, inform all employees in the bargaining unit of their rights as outlined in 5 USC 7114(a)(2)(B).

2. A bargaining unit employee has a right to request Union representation during any examination or questioning by a representative of the Agency in connection with an investigation if the employee:

a. Reasonably believes that the examination may result in disciplinary action against the employee.

b. When the employee requests to exercise their right.

3. When an employee makes a request for Union representation, examination of any bargaining unit employee will be temporarily suspended until a Union representative is present.



### Section 14.3 – Non-disciplinary and Disciplinary Actions

1. Counseling sessions (oral or written in nature) are discussions that supervisors can use to make employees aware of possible misconduct, and will be handled in accordance with applicable regulations and this agreement. Counseling sessions are normally the first step in bringing to the attention of the technician violations of a rule, standard of conduct, safety practice or authoritative instructions. The discussions should be documented (date, subject, and employee's initials) on a Memorandum for Record (MFR) maintained by the supervisor.
2. Access to the Supervisor's Record by other than management officials or the employee is restricted to individuals to whom the employee has given written permission.
3. When a supervisor documents a counseling session, the employee shall be given the opportunity to discuss the matter with the supervisor and will initial and date on the documentation. The employee's initials will signify knowledge of the entry, but not necessarily concurrence.
4. Employees are entitled to supporting documentation that supports disciplinary actions.

### Section 14.4 – Adverse Action

1. An adverse action is an administrative personnel action taken as the result of a decision by a management official, which results in removal, suspension, or reduction in grade or compensation.
2. The Agency will follow NGB published guidance to process adverse actions.
3. The proposal will be the employee's advance (30) day notice of adverse action.
4. An employee will be allowed a minimum of fourteen (14) days to reply to the charges, in writing and/or in person, to the Deciding Official. This timeline may be extended if there is sufficient justification that more time is needed in order to furnish an adequate response.
5. The Original Decision should normally be issued within fifteen (15) days of the employee's response. This timeline may be extended if there is sufficient justification that more time is needed in order to furnish an adequate response.

### Section 14.5 – Appellate Review

An appellate review is a review by The Adjutant General of all pertinent records, including materials submitted by the employee with their reply.

### Section 14.6 – Agency Hearing

If Agency Hearings are applicable, they will be conducted in accordance with the procedures outlined in applicable regulations.

## Section 14.7 – Merit Systems Protection Board (MSPB)

When an adverse action decision is a suspension of 15 days or more, a removal or a reduction in grade or pay, an employee will be notified of their right to appeal to the MSPB.

## ARTICLE 15 – REDUCTION IN FORCE (RIF)

This Article **only** applies to permanent employees.

1. The Agency shall notify the Union as early as possible of a potential RIF and shall be included in the planning and implementation team and/or committee assigned with the oversight of the process.
2. The development of the Retention Register by the Employer will be accomplished in consultation with the Union.

## ARTICLE 16 – HEALTH AND SAFETY

### Section 16.1 – General

1. The Employer shall, consistent with applicable Occupational Safety and Health Administration (OSHA) and Army and Air National Guard regulations, provide a safe and healthful working environment. The Employer and Union will cooperate in the continuing effort to eliminate accidents and health hazards. Employees will comply with safety rules and perform their work in a safe manner at all times.
2. Protective clothing and equipment required, shall be furnished by the Employer and used by the employee.
3. An employee shall be free from interference, restraint, coercion, or discrimination when reporting a perceived unsafe working condition.
4. All employees will regularly be made aware of their rights, responsibilities, and protections under applicable safety regulations.

### Section 16.2 – Safety Councils

1. The Employer agrees to permit Union membership on the following safety councils:
  - a. Wing Safety Council – One air National Guard representative.
  - b. IDARNG Safety and Occupational Health Council – One Army National Guard representative.

## Section 16.3 – Inspections

1. Safety and health inspections shall be conducted as required by applicable regulations. When an employee workplace safety inspection is conducted, any employee or Union representative may bring to the attention of the inspector, any unsafe or unhealthful condition. During an employee workplace safety inspection by OSHA, one Union representative from that duty station will be permitted to observe, provided the inspecting agency does not object.

## ARTICLE 17 – ENVIRONMENTAL DIFFERENTIAL AND HAZARDOUS DUTY PAY (EDP/HDP)

1. The Agency has as its objective the elimination or reduction to the lowest possible level, consistent with mission requirements, all hazards, physical hardships and working conditions of an unusually severe nature. The existence of environmental differential pay and hazard duty pay is not intended to condone work practices that circumvent Federal safety laws, rules and regulations.

2. Environmental Differential Pay and Hazardous Duty Pay as listed in 5 CFR are payable whenever the criteria in the category definition are met. Determinations in this regard will be made through the local Environmental/Hazard Differential Committee (E/HDP).

3. When any employee identifies a work situation not already locally authorized for E/HDP, it will be reported in accordance with employer procedures, through the supervisor, to the appropriate Safety Officer for review. If the hazard cannot be corrected, the Safety Officer will notify the E/HDP committee chairman, in writing within thirty (30) days, who in turn, will convene the E/HDP Committee containing a Union representative within thirty (30) days to evaluate the situation. Following review by the E/HDP committee, should the request be denied, either party may request that the matter be considered further by the Joint Labor-Management committee using procedures established in this agreement.

## ARTICLE 18 – POSITION DESCRIPTIONS

### Section 18.1 – Employee Awareness of Assigned Duties

1. A position description (PD) is a statement of major duties, responsibilities and supervisory relationships for a given position as required by the mission. Each employee's PD will be reviewed with the employee annually, usually in conjunction with their performance appraisal, or as requested by the employee.

2. Both the supervisor and the employee are responsible for ensuring that the duties and responsibilities of the current PD accurately reflect the work being performed.

3. The Employer agrees to furnish a position description to each employee. When changes to such PDs are to be implemented, the changes will be discussed with the employee.

4. The Employer will inform employees of their appeal rights in classification matters.

5. The Union will be notified by the HRO of visitation by national classification personnel if bargaining unit positions are to be affected. The Union will be notified when any bargaining unit position is to be affected by classification action.

#### Section 18.2 – Other Duties as Assigned

1. The Agency may require an employee to perform “other duties as assigned” on a temporary and infrequent basis. “Other duties as assigned” should not exceed twenty-five (25%) of the time that an employee is available to perform his primary duties (as outlined in their PD).

2. The Parties agree that the phrase “other duties as assigned” as used in a PD simply establishes the principle that assignment of duties to employees is not limited to the duties specifically described in the PD and will not be grade-determining.

#### ARTICLE 19 – DETAILS

1. A detail is the temporary assignment of an employee to a different position for a specified period, with the employee returning to their regular duties at the end of the detail.

2. Details for more than 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 employer’s Merit Promotion Plan. Competition may be held from the onset if Management feels that the position will be filled permanently.

3. Details for 120 days or less may be by non-competitive appointment. Details of more than 14 days will be processed through HRO.

4. When a detail involves a known assignment to a position of a higher pay grade, temporary promotion procedures will be used.

#### ARTICLE 20 – PROMOTIONS

1. All promotions of personnel within the bargaining unit of the Idaho National Guard will be made in accordance with merit promotion policies, principles, and procedures contained in applicable regulation.

2. HRO will certify all applicants rated qualified and forward the Appointment/Promotion Certificate to the selecting supervisor. Applicants’ names will be listed in alphabetical order in each category.

3. Bargaining unit members who apply and are qualified on a certificate will be considered prior to other applicants. This does not preclude management from selecting a non-bargaining unit member.

4. The selecting official(s) will personally interview all bargaining unit employees certified by HRO.

5. An employee that has been rated as qualified but not selected for promotion may request a meeting with the selecting official. The purpose of the meetings to convey to the employee ways to better prepare or improve for further promotion.

#### ARTICLE 21 – TRIAL AND PROBATIONARY PERIOD

If an employee is in a Trial or Probationary Period and is in the bargaining unit, they are afforded equal access to the Union for representation and consultation.

#### ARTICLE 22 – EMPLOYEE DEVELOPMENT AND TRAINING

1. The parties agree that the training and development of employees is of primary importance to better accomplish the mission of the Idaho National Guard.

2. The Agency agrees to provide job related training and development for employees, as necessary and within budget constraints, to accomplish the mission of the Idaho National Guard in an efficient manner. The Agency shall encourage and assist in securing training for all employees, as appropriate, (to include re-certification training in specialized areas) that is consistent with the Agency's needs and in accordance with applicable laws and regulations. All employees shall have an equal opportunity to participate in training.

3. The Agency agrees to extend every reasonable consideration to employees for attendance at job related courses. Supervisors will provide information on courses that relate to improving the employee's job performance, as applicable.

#### ARTICLE 23 – TEMPORARY DUTY (TDY) AND TRAVEL

1. Travel away from home station will be governed by applicable directives and the terms of this agreement.

2. Supervisors will coordinate travel requirements with employees as far in advance as possible to ensure that necessary transportation arrangements can be made in the Defense Travel System (DTS). No employee will be permitted to travel without valid verbal or written authorization.

3. Where mission requirements and applicable directives permit a choice of mode of travel, employees may exercise this choice provided that such choice does not adversely affect another employee's leave and is not less advantageous to the government.

4. If a temporary duty assignment requires a traveler to be away from their official duty station for more than 30 days, management may permit an employee to voluntarily return to their official duty station or residence during non-workdays. Reimbursement for this round trip travel will be in accordance with the Joint Travel Regulation (JTR) and agency policy.

5. When possible, employees selected for TDY will be advised before departure of the shifts they will be working while on TDY. An employee's regularly scheduled administrative workweek while working, attending training, or attending a conference at a TDY location, the duration of which is at least a pay period, will normally be 10 eight hour days for the pay period containing the temporary duty.

6. The crediting of compensatory time earned for employees called back to work at a TDY location will be the same as that provided for in Article 11 of this agreement.

7. If any employee has an issue associated with the delinquent payment on a government credit card, and the employee has fulfilled all obligations incumbent with the proper use of the government credit card, the employer will assist the employee with a resolution.

#### ARTICLE 24 – EQUAL EMPLOYMENT OPPORTUNITY (EEO)

1. The Employer and the Union agree to cooperate in the prevention of illegal discrimination and harassment under United States Code and 29 CFR 1614. The protected basis of discrimination include race, color, religion, sex (including pregnancy, sexual orientation, and gender identity), age, national origin, disability, genetic information, and reprisal. Title 32 employees are held to the standards of military membership as it pertains to disability, genetic information and age.

2. Notification and Federal Employee Antidiscrimination and Retaliation Act (NO FEAR) data will be posted on the HRO SEEM website on an annual basis.

#### ARTICLE 25 – PERFORMANCE STANDARDS AND APPRAISALS

##### Section 25.1 – Employee Performance

The Agency's Employee Performance and Incentive Awards Programs will be administered IAW NGB regulatory guidance.

1. At the beginning of the appraisal period, each supervisor is responsible to assure that each employee has a copy of the written performance standards established for his or her position. At any time during the appraisal period, should the employee believe the written performance standards do not accurately reflect the requirements of the position, the matter will be discussed with the supervisor concerned, and the employee will be given the opportunity to submit recommended changes for consideration by the supervisor.

2. When a change in performance standards occurs within ninety (90) days of the end of the rating period, the rating period will be extended for the number of days required to permit the technician to be rated for at least ninety (90) days, using the new performance standard. Subsequent ratings will revert to the normal rating cycle unless changes are again made to the performance standard.

3. When an employee is initially employed, assigned to a new position, or when changing performance standards, an opportunity will be given prior to finalizing the document for the employee to submit recommendations for consideration by the supervisor.
4. Each position will be described as accurately as possible in a position description before performance standards are established.
5. The establishment of critical job elements is the responsibility of the supervisor; however, the employee may recommend critical job elements or changes thereto and will provide his rationale for such changes. The supervisor will fully consider all such recommendations prior to finalizing the critical job elements.
6. The effective date of the rating will be the day after the rating period ends.
7. All bargaining unit positions must have Critical Elements to establish a basis of accountability and to provide a means of measuring job performance.

#### Section 25.2 – Performance Appraisals

1. Overall performance ratings will be in accordance with Agency regulation or guidelines.
2. Performance of any critical job element at an unacceptable level will result in an overall rating of Unacceptable.
3. The performance appraisal cycle will be annual, in accordance with employer regulation and guidelines. Performance appraisals will be completed within 30 days from the end of the established appraisal period.
4. Supervisors must be aware of performance of their employees and periodically communicate their perceived performance. When a decline in performance is observed, the supervisor will counsel the employee regarding the performance issue, and document the counseling. The employee will be given an opportunity respond in writing.
5. Performance Counseling. Supervisors should frequently praise and encourage employees who are meeting established standards, and assist employees who are not. Supervisors should never wait until the formal performance appraisal (end of rating period) to tell employees that their performance is not acceptable; as soon as the supervisor recognizes unacceptable performance, the employee should be counseled. Such counseling will be documented.
6. Anytime an employee (under the same standard and supervisor) receives a rating (other than unacceptable) which is lower than the previous rating; the supervisor must have documented the ‘expected performance’ and obtained employee acknowledgement.

### Section 25.3 – Unacceptable Performance Procedures

1. Any time performance of a critical job element is viewed as being at an unacceptable level, or when the overall rating would appear to be unacceptable, the supervisor will take prompt and aggressive action in accordance with applicable laws and regulations regarding performance improvement plans. If performance remains unacceptable, removal, downgrade, or other actions deemed appropriate by management will be initiated.
2. Nothing in this Article will preclude Management from separately initiating disciplinary actions at an earlier date should acts or incidents be of a nature to warrant such action.
3. At the end of the annual performance-rating period, the supervisor should consider factors beyond the control of the employee, which may have caused an employee not to achieve a specific performance level.
4. It is mutually agreed that any dissatisfaction in an annual performance appraisal rating arising under this Article shall be processed in accordance with Article 13 of this agreement.

### ARTICLE 26 – EMPLOYEE ASSISTANCE PROGRAM (EAP)

1. Except for conditions beyond their control, employees are expected to remain fully qualified to perform their assigned duties. The Employer agrees to utilize the existing Employee Assistance Program to assist employees who may need assistance in dealing with personal difficulties or hardships such as substance dependency or abuse, relationship challenges, stress, and other situations which can affect an employee's ability to accomplish their assigned duties. Public law provides for the establishment of programs and services available to employees in the work force. Employees may request the services available through the Agency-sponsored EAP any time.
2. Supervisors may refer employees to the EAP at any time; however participation in the program is strictly voluntary.
3. An employee's job or promotional opportunities will not be jeopardized by a request for counseling or referral assistance. However, some personnel actions may be required for employees who work in areas where they could cause injury to themselves or others or when they occupy a sensitive position.

### ARTICLE 27 – WAGE SURVEY

1. The Union shall be notified of all DoD directed wage surveys within five (5) calendar days. Participation in surveys will be encouraged by both the Union and the Employer.
2. The Employer shall make available to the Union all available information pertaining to the local wage survey.



## ARTICLE 28 – OFFICE OF WORKERS’ COMPENSATION PROGRAM (OWCP)

1. When an employee suffers a job-related illness or injury, the employee or his/her designee is required to immediately initiate the required forms to guarantee to the employee his rights under the Federal Employees Compensation Act.

## ARTICLE 29 – MISCELLANEOUS

1. Tools and equipment will be furnished by the Employer. An employee will not be required to furnish tools or equipment for the performance of official duties.

2. The Employer agrees to provide military uniforms IAW applicable military regulations for those technicians whose normal work uniform is a military uniform.


3. The Employer will provide military coveralls based on job requirements and maintained at Employer expense.

**Agreement Execution**

This agreement was executed by the Parties on 2 October 2019. The agreement will become effective and shall remain in effect in accordance with Article 3.

  
\_\_\_\_\_  
Michael J. Garshak  
MG ID ARNG  
The Adjutant General

  
\_\_\_\_\_  
Logan F. Lusk  
AFGE, Local 3006  
Chief Negotiator

  
\_\_\_\_\_  
Anya C. Davis  
JFHQ-ID/HRO-SHRS  
Chief Negotiator

ATTACHMENT 1

**GRIEVANCE FORM**

|   |                    |             |                          |             |
|---|--------------------|-------------|--------------------------|-------------|
| <p><b>Procedures for processing a grievance are contained in Article 13 of the Collective Bargaining Agreement, between The Adjutant General of Idaho, and the American Federation of Government Employees, Local 3006 and must be complied with.</b></p> |                    |             |                          |             |
| 1. DATE   | 2. GRIEVANT'S NAME | 3. POSITION |                          |             |
| 4. SHOP/OFFICE  |                    |             | 5. DUTY PHONE            |             |
| 6. GRIEVANCE PRESENTED TO:  |                    |             | 7. DATE OF INCIDENT      |             |
| 8. CONTRACT/REGULATION REFERENCES: (others if required)   |                    |             |                          |             |
| 9. DETAILS OF GRIEVANCE: (attachments as required)<br>State details of grievance including names, dates and locations.  |                    |             |                          |             |
|   |                    |             |                          |             |
|   |                    |             |                          |             |
| 10. RESOLUTION REQUESTED: (attachments as required)   |                    |             |                          |             |
|   |                    |             |                          |             |
|   |                    |             |                          |             |
|   |                    |             |                          |             |
| 11. UNION REPRESENTING: <u>YES</u> NO   |                    |             | 12. UNION REPRESENTATIVE |             |
| Print Name  |                    |             | Signature & Phone        |             |
| 13. GRIEVANCE STEP: (Union use only, initial & date)  |                    |             |                          |             |
| STEP 1  |                    | STEP 2      |                          | ARBITRATION |
| a   | b.                 | a           | b                        |             |
| DATE  | DATE               | DATE        | DATE                     | DATE        |
|   |                    |             |                          |             |
| 14. RECORD OF RECEIPT: (sign and date each step) Step 1. a.      Date   |                    |             |                          |             |
| Susp (7)  |                    |             |                          |             |
| b   |                    | Date        | Susp (14)                |             |
| GRIEVANCE No.   |                    |             |                          |             |
| Step 2. a.  |                    |             | Date                     | Susp (7)    |
| b   |                    |             | Date                     | Susp (21)   |
|   |                    |             |                          |             |

**GRIEVANT WILL COMPLETE ITEMS 1 THROUGH 12**