LABOR-MANAGEMENT AGREEMENT

2010

Idaho Army & Air National Guard

The Adjutant General

Idaho

Local 3006

American Federation of Government Employees

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ARTICLE 1
Recognition and Coverage

SECTION A.

This Agreement is executed under the provisions of PL 95-454 (as amended) and pursuant to the exclusive recognition granted Local 3006 of the American Federation of Government Employees (AFL/CIO). The parties to this Agreement are the Idaho National Guard, acting through the Adjutant/Commanding General, State of Idaho (Employer), and hereinafter referred to as the Employer, and Local 3006 of American Federation of Government Employees (AFL/CIO), hereinafter referred to as the Union.

SECTION B.

This Agreement is applicable to permanent and indefinite competitive technicians and excepted service military technicians (32 USC 709) of the Idaho National Guard, hereinafter referred to as technicians, which comprise the exclusive bargaining unit, excluding managers, supervisors, and technicians occupying positions described in 5 USC 7112(b)(3), (4), (5), (6) and (7) (guards, persons engaged in personnel work in other than a purely clerical capacity, confidential technicians, professional technicians, and any technician engaged in intelligence, counterintelligence, investigative, audit or security work).

SECTION C.

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
Public Purposes Served by This Agreement

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 pursuant to PL 95-454 (as amended). 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 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 A. Duration

This Agreement will remain in full force and effect for 3 years from date of approval by the Field Advisory Service. However, if neither party initiates renegotiations of the Agreement in not more that 105 days or less than 60 days prior to the 3rd year anniversary date of the Agreement, the Agreement will be renewed for a new 3-year period. This Agreement shall be terminated by the Adjutant/Commanding General upon receipt of a certification from the FLRA that the organization is no longer entitled to exclusive recognition under 5 USC 7111.

SECTION B. Amendment

Either party may open this Agreement at any time after the first anniversary. Such reopener shall be limited to only once by each party during the life of the Agreement, and each party will be limited to no more than three new or amended articles each time it is opened. This may amount to modification of 3 articles, an addition of 3 articles or any combination thereof. The reopener will be initiated in writing to the other party and will include the proposals. Negotiations for the reopener will commence at a mutually agreed time, not to exceed 30 days from date of reopener request.

SECTION C. Renegotiations

If either party desires to renegotiate the Agreement, the parties shall meet not earlier than 105 days and not later than 60 days prior to the expiration date. The prior Agreement shall continue in full force and effect until a new Agreement has been concluded.

SECTION D. Ground Rules

Before negotiations/renegotiations are started, two representatives of the Union and two representatives of the Employer will execute a Memorandum of Understanding establishing the ground rules for conduct of negotiations.

SECTION E. Impasses in Negotiations

a. 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.

b. Should the e 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 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 technicians are governed by existing or future laws and government regulations, including policies set forth in Technician Personnel Regulations/Manuals. 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 9.

ARTICLE 5
Management Rights

SECTION A.

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

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

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

(2) in accordance with applicable laws—

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

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

(C) with respect to filling positions, to make selections for appointments from—

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

(ii) any other appropriate source; and

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

(b) Nothing in this section shall preclude any agency and any labor organization from negotiating—

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

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

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

SECTION B.

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

ARTICLE 6
Rights of Bargaining Unit Technicians

SECTION A.

Each technician of the Unit has the right, freely and without fear of penalty or reprisal, to join, and assist a Union or to refrain from such activity, and each technician 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.

SECTION B.

Nothing in this Agreement shall require a technician to become or to remain a member of the Union, or to pay money to the Union, except pursuant to a voluntary written authorization by a member for the payment of dues through payroll deduction.

SECTION C.

No technician 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.

SECTION D.

A technician 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.

SECTION E.

No activities performed by any technician 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 technician is in a duty status. Such activities are prohibited by law.

SECTION F.

A technician is accountable for the performance of official duties and compliance with Standards of Conduct for National Guard Technicians. The Employer affirms the right of technician to conduct his or her private life as he or she deems 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. Technicians engaged in outside employment must insure that such employment does not represent a conflict of interest, detract from duty performance, or the mission and image of the National Guard.

SECTION G.

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

ARTICLE 7
Employer-Union Cooperation

SECTION A.

The Employer will quarterly furnish the Union a list of the names, positions, titles, grades, and duty section of all technicians within the bargaining unit.

SECTION B.

The Employer and the Union agree to establish a Joint Labor-Management Committee to meet on an as-required basis. 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 technicians 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.

SECTION C.

The parties recognize that cooperation depends heavily on good communication Management representatives are encouraged to discuss issues informally at all levels throughout the organization.

SECTION D.

Management agrees to allow up to 15 minutes for a Union presentation during a new technician orientation to explain the role of the Union. Additionally, the employer will give the new technician the name of the designated steward in that technician's work area. The HRO will furnish the Union with the names and duty section of new bargaining unit technicians with in fourteen (14) calendar days of in processing.

SECTION E.

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 insure total confidentiality.

ARTICLE 8
Labor-Management Consultation

The Joint Labor-Management Committee will primarily serve as a means for furthering understanding and cooperation on a consultation basis. It is not intended as a forum for airing individual grievances or conducting I & I bargaining. 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. 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 technician health;

e. Relations with the public and maintenance of high standards of conduct by technicians in their contacts with the community;

f. Policies and practices which affect technician welfare and morale;

g. Equal Employment Opportunity, Affirmative Action Plan;

h. Environmental and Hazardous Differential Pays;

i. Other mutually agreeable items.

ARTICLE 9
Matters Appropriate for Impact and Implementation Bargaining

SECTION A.

Except for changes otherwise provided for in this Agreement, (for example: performance standards) the Employer agrees to provide an elected Union official with proposed changes which would result in substantive changes in working conditions or personnel policies. 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.

SECTION B.

Changes in Performance Standards will differ from Section A, above. When a substantive change in working conditions is made, such changes will be given to the Union Steward for the section of the shop concerned. If the Union wishes to bargain the impact and implementation of these changes, they will have seven (7) calendar days to respond.

SECTION C.

Management agrees to consider Union input during the early design phase when major changes to existing facilities or new facilities are planned. No impact and implementation bargaining will be required prior to construction.

ARTICLE 10
Dues Withholding Privileges

SECTION A.

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

SECTION B.

Technicians 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.

SECTION C.

The Union shall be responsible for:

a. Educati: g eligible technicians 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.

b. SF 1188 "Revocation of Voluntary allotment" can be obtained from the Union, HRO, or payroll office.

SECTION D.

Processing of allotments will be accomplished in the following manner:

a. The Union will distribute SF 1187, educate its members in the use of the form, and process completed voluntary requests for its members.

b. The Union's treasurer will certify all SF 1187s and other pertinent documents to the HRO.

c. Allotments will take effect no later than the second pay period beginning after receipt of the properly executed and corrected SF 1187 in the payroll office.

d. 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 receipt.

SECTION E.

a. The Union will notify the HRO, in writing, within seven (7) calendar days when a technician ceases to be a member in good standing. The allotment for such technician will be terminated with the first complete pay period after receipt of the notice in the payroll office.

b. Revocation of allotments submitted at the request of a technician will be effective as set forth in Section C, subparagraph a. Allotments will be automatically terminated on the effective date of the action for technicians who:

(1) transfer or are separated from the Idaho National Guard;
(2) transfer to a position outside the bargaining unit.

c. The HRO shall notify the Union Treasurer when a technician is transferred or separated from the Idaho National Guard or transfers outside the bargaining unit.

d. The payroll office will make the remittance for dues withheld biweekly. This remittance 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 the payroll office on a current basis by the Local. It will be accompanied by a "Union Dues Deduction Report" containing the following:

(1) identification of the technician organization;
(2) payroll period;
(3) technician's name and number;
(4) amount deducted;
(5) names of enrolled technicians from whom no deductions have been made with a notation of the reason (i.e., LWOP, revocation of allotment, separation, transfer, etc.)

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

ARTICLE 11
Publicity

SECTION A.

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.

SECTION B.

This Agreement will be printed by the Employer and 500 copies furnished to the Union, who will be responsible for distribution to all bargaining unit members.

SECTION C.

It is important that all technicians 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 technicians, be made available for reference in the HRO to all technicians.

SECTION D.

The Employer agrees to publish an employee information letter when appropriate to inform all technicians of official information affecting personnel policies, practices, and matters concerning working conditions. When published, the letters will be addressed to the individual technicians.

ARTICLE 12
Facilities and Services

SECTION A.

At the request of Union, the Employer will provide adequate facilities on a space-available basis, for official meetings of the Union. 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 reimburse the employer for utility and operational costs of the exclusive-use area at the rate of $15.00 per month/$180.00 per year. The Union agrees to comply with safety and fire regulations within their exclusive use area and to observe acceptable housekeeping standards.

SECTION B.

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 Commanding General or his 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.

SECTION C.

The use of established Employer telephones within technician work areas, on a non-interference with normal business basis, is authorized for representational activities, under 5 USC 7114 or this Agreement, by stewards or officers of the Union provided no long-distance (except collect or credit card calls) calls are made. Elected Union officials or stewards may use DSN when contacting a bargaining unit member, off-station, concerning complaints which might become a grievance, a grievance, or pending appeals concerning the bargaining unit member.

SECTION D.

The Employer agrees that adequate space for a small file cabinet will be provided for the Union President adjacent to this work area.

SECTION E.

At the request of the Union, the Employer will provide telephone service (except DSN) to the office area provided by the Employer. The Union will reimburse the Employer for all costs associated with the telephone service.

SECTION F.

The Union is not authorized the use of government equipment or supplies except as provided in this Agreement.

ARTICLE 13
Union Representation

SECTION A.

Stewards will be members of the bargaining unit and assigned so as to provide each technician with reasonable access to a Union representative. Management will be provided a list of Union officials and Union stewards on a quarterly basis. There shall be no more than a total of twenty (20) Union stewards at any given time. There will be six (6) Union stewards assigned to the Air and fourteen (14) Union stewards assigned to the Army.

SECTION B.

Additional stewards may be authorized by mutual consent of the parties through the Joint Labor-Management Committee under Article 9, impact and implementation bargaining.

SECTION C. Representational Duties

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 technicians assigned in their functional area. Although stewards are designated within these areas to give reasonable access to a Union representative, the Chief Steward may select any steward to represent any technician of the bargaining unit.

c. Should stewards be assigned representational duties for areas outside of their duty station the Commanding General, or representative, will be the approving authority for official time which is mutually agreed to be reasonable necessary.

SECTION D.

The employer agrees that the President of the Union or his designee (in the absence of the President) is authorized to consult with the Commanding General on matters deemed appropriate. Meetings between the above parties will be scheduled in advance.

SECTION E.

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 Human Resource Office.

ARTICLE 14
Resolving Employee Disputes
Grievance Procedures

SECTION A.

a. 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 technicians in the bargaining unit for resolving grievances.

b. 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 B. Scope

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

a. By a technician concerning any matter relating to the employment of the technician;

b. By the Union concerning any matter relating to the employment of any technician; or

c. By any technician, the Union, or the Employer concerning:

(1) The effect or interpretation, or a claim of breach, of this Agreement; or

(2) Any- claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

d. Except, that it shall not include a grievance concerning: (matters excepted in 5 USC 7121©,)

(1) Any claimed violation relating to prohibited political activities;

(2) Retirement, life insurance, or health insurance;

(3) A suspension or removal in the interests of national security (5 USC, Section 7532);

(4) Any examination, certification, or appointment;

(5) The classification of any position;

(6) Discharge, suspensions, furlough without pay, reduction in grade or compensation or other action taken under authority of 32 USC, Section 709(f);

(7) Non-selection for promotion from a group of properly ranked and certified candidates.

SECTION C. Guidelines

NOTE: All written grievances must be filed on an approved 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).

a. A technician or group of technicians has the right to be represented by the Union at each step of this procedure

b. If the aggrieved technician 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.

c. A technician or group of technicians 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.

d. 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.

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

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

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

g. 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.

h. It is understood that this negotiated grievance procedure shall be the exclusive procedure for the Employer, bargaining unit technicians, and the Union for resolving such grievances except those exclusions reflected in this Agreement. If the aggrieved technicians 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. Technicians desiring representation in the grievance procedure must be represented by the Union.

SECTION D. Grievance Procedures

Most grievances 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.

Step 1. Communicated Dispute. Any dispute shall first be taken up orally by the technician (aggrieved) with the immediate supervisor. If the discussion constitutes a grievance it should clearly be communicated as such.

a. The supervisor will initiate a memo to include a statement of the grievance discussion and the date it occurred. The memo should be signed and dated by all parties at the end of the meeting. The supervisor will respond to the issue(s) of the grievance in writing within seven (7) calendar days. If the technician feels that their relationship with their immediate supervisor is such that they cannot reasonably discuss the issues relating to the grievance, he/she can take the grievance to the next level supervisor.

b. If the matter is not satisfactorily resolved following the initial discussion, the aggrieved or the representative will within seven (7) calendar days, submit the grievance, in writing to the Second Level supervisor. The Second Level supervisor will meet with the party(s) as appropriate, within seven (7) calendar days and provide a written response within seven (7) calendar days of the meeting.

Step 2. Unresolved Grievance

a. If the grievance remains unsettled, the party may, within seven (7) calendar days, submit a written grievance (on the grievance form) to the Labor Relations Specialist in the Human Resource Office. The LRS will log the grievance and submit a copy to the Union President. The LRS will forward the grievance to the appropriate level of technician supervision for review and processing.

b. If the written grievance is still unresolved, the grievance and all exhibits will, within seven (7) calendar days, be submitted through the HRO to the Commanding General for a decision. The Commanding General or his 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 E. 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 Commanding 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 F. Delays and Cancellation

a. 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.

b. 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

c. Any time either party fail to appeal a grievance to the next step within the stated time limits; the grievance will automatically be cancelled.

d. A grievance may also be cancelled:

(1) Upon request of the aggrieved.

(2) If the technician is terminated, unless the relief sought by the technician may be granted after termination.

(3) Upon death of the technician unless the grievance involves a question of pay.

SECTION G. Questions of Grievable Issues.

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

b. 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 an issue(s) are grievable or are 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 H. Arbitration

a. 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) calendar days following receipt of the decision, request in writing, that the grievance be submitted to binding arbitration.

b. When a request for binding arbitration is properly invoked, the Union or Employer shall, within seven (7) calendar days, request the Federal Mediation and Conciliation Service 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.

c. 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.

d. 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.

e. 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 15
Equal Employment Opportunity

SECTION A.

The Employer and the Union agree to cooperate in providing equal employment opportunity for all technicians and to prohibit discrimination because of race, color, religion, sex, age, national origin or physical handicap (military technicians must meet military medical standards). Both parties also agree to promote the full realization of equal employment opportunity through an Affirmative Action Plan. The Employer agrees to furnish a copy of the annual report required by the Affirmative Action Plan to the Union.

SECTION B.

To accomplish the goals in Section A above, the Employer agrees to comply with regulations from appropriate authorities governing equal employment opportunity.

ARTICLE 16
Position Descriptions

SECTION A.

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

SECTION B.

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

SECTION C.

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.

ARTICLE 17
Details

SECTION A.

a. A detail is the temporary assignment of a technician to a different position for a specified period, with the technician returning to his regular duties at the end of the detail.

b. 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.

c. Details for 120 days or less may be by non-competitive appointment. Details of more than 14 days will be recorded on Standard Form 52, and a copy filed in the Official Personnel Folder. Details for lesser periods will be recorded on the NGB Form 904-1, at the request of the technician.

SECTION B.

When a detail involves a know assignment to a position of a higher pay grade for more than 30 days, temporary promotion procedures will be used.

ARTICLE 18
Promotions

SECTION A.

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 regulations.

SECTION B.

The HRO will certify all applicants rated qualified and qualified as a trainee, when so advertised, and forward the Appointment/Promotion Certificate to the selecting supervisor. Applicants' names will be listed in alphabetical order in each category.

SECTION C.

Areas of Consideration

The area of consideration for all Idaho National Guard bargaining unit positions will be as follows:

(1) bargaining unit members
(2) all other individuals

This does not preclude management from selecting either Section C(1) or Section C(2) applicants after Section C(1) applicants have been considered.

SECTION D.

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

The selecting official(s) will personally interview all technicians certified by the HRO.

SECTION E.

The Employer agrees to make available to the Union one (1) copy of all technician job announcements for which bargaining unit members are eligible for consideration.

ARTICLE 19
Performance Appraisals

SECTION A.

a. The performance appraisal system as established in Technician Personnel Regulation (TPR) 430, and implemented by this Agreement and other applicable directives, is applicable to all technicians in the bargaining unit.

b. The definitions reflected below and in TPR 430 are applicable:

(1) Major Job Element. A major duty or responsibility of the technician's job which, although important, is not considered critical in relation to other aspects of the job.

(2) Critical Job Element. Any component of a technician's job that is of sufficient importance that performance below the minimum standard established by Management requires remedial action and denial of a within grade increase, and may be the basis for removing or reducing the grade level of that technician. Such action may be taken without regard to performance on other components of the job.

(3) Job elements are the measurable and observable results or end products of the job and not the steps or activities taken to achieve them.

(4) Performance Standard. A description of the level of achievement, including quality, quantity, and timeliness, necessary for fully acceptable performance of the duties and responsibilities of the position.

SECTION B.

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

b. When a change in performance standards occurs within one hundred and twenty (120) 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 one hundred and twenty (120) days, using the new performance standard. Subsequent ratings will revert to the normal rating cycle unless changes are again made to the performance standard.

c. When a technician 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 technician to submit recommendations for consideration by the supervisor.

d. Each position will be described as accurately as possible in a position description before performance standards are established.

SECTION C.

a. The establishment of critical job elements is the responsibility of the supervisor; however, the technician 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.

b. All bargaining unit positions must have Critical Elements to establish a basis of accountability and to provide a means of measuring job performance.

SECTION D. Performance Appraisals

a. Overall performance ratings will be in accordance with TPR 430 and the employer's regulation or guidelines.

b. Performance of any critical job element at an unacceptable level will result in an overall rating of Unacceptable.

c. 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.

d. Supervisors must be aware of performance of their technicians and periodically communicate their perceived performance. When a decline in performance is observed, the supervisor will counsel the technician regarding the performance issue, and document the counseling on the NGB Form 904-1. The technician will be given an opportunity to initial the form and respond in writing.

e. Performance Counseling. Supervisors should frequently praise and encourage technicians who are meeting established standards, and assist technicians who are not. Supervisors should never wait until the formal performance appraisal (end of rating period) to tell technicians that their performance is not acceptable; as soon as the supervisor recognizes a need for improvement the technician should be counseled. Such counseling will be annotated on NGB Form 904-1.

f. Anytime a technician (under the same standard and supervisor) receives a rating (other than unacceptable) which is lower than the previous rating; the supervisor must have identified on the NGB 904-1 the 'expected performance' which required improvement.

SECTION E. Unacceptable Performance Procedures

a. 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 TPR 430, Paragraph 7, regarding performance improvement plans and any establish internal regulation or guidelines. If performance remains unacceptable, removal, downgrade, or other actions deemed appropriate by management will be initiated.

b. Nothing in this article will preclude Management from separately initiating adverse actions at an earlier date should acts or incidents be of a nature to warrant immediate removal of the technician concerned.

c. At the end of the annual performance-rating period, the supervisor should consider factors beyond the control of the technician, which may have caused a technician not to achieve a specific performance level.

SECTION F.

It is mutually agreed that any dissatisfaction in an annual performance appraisal rating arising under this article shall be processed in accordance with Article 14, Grievance Procedures, of this Agreement.

ARTICLE 20
Trial and Probationary Periods

a. During the first year of employment, a technician (except an indefinite technician) is in a trial or probationary period to provide an opportunity for the supervisor to determine the adaptability of the technician and the desirability of retaining that technician in government service.

b. While in the probationary period, the technician has any and all rights afforded to permanent Technicians in the bargaining unit except, access to adverse action and grievance procedures for removal. Representation and consultation with the Union is a right of Trial and Probationary technicians.

c. The supervisor is responsible for insuring that the technician:

(1) is in receipt of and understands his/her performance standards.
(2) understands policies and procedures applicable to the technician.
(3) understands that he or she is in a trail or probationary period for one (1) year.
(4) understands that removal action may be taken if performance is at the marginally acceptable or unacceptable level.

ARTICLE 21
Disciplinary and Adverse Actions

SECTION A.

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

SECTION B.

A bargaining unit technician may be represented by the Union during any examination in connection with an investigation where the technician reasonably believes that the examination may result in disciplinary action against the technician and when requested by the technician. Such examination of any bargaining unit technician will be temporarily suspended until a Union representative is present when representation has been requested by the technician.

PART I — DISCIPLINARY ACTIONS

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.

SECTION C.

Disciplinary actions may be either oral or written in nature and will be handled in accordance with applicable regulations and this Agreement. Oral actions 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. All disciplinary counseling will be entered on NGB Form 904-1, Supervisor's Record, and the technician will be given an opportunity to initial the entry. NGB Form 904-1 will contain the specific subject and the date. Entries in the NGB Form 904-1 will be reviewed with the technician no later than six (6) months after the date of entry for the purpose of determining if the entry is no longer needed or relevant to a continuing or recurring problem. Access to the Supervisor's Record by other than management officials or the technician is restricted to individuals to whom the technician has given written permission. Written disciplinary actions consist of written admonitions or reprimands, and require coordination with HRO before the action is invoked. Only that material annotated on the NGB Form 904-1 or other official record of which the technician is made aware will be used to support a disciplinary action against the technician.

PART II — ADVERSE ACTIONS

SECTION D.

a. An adverse action is a personnel action taken as the result of a decision by a management official, which results in discharge, suspension, or reduction in grade or compensation. The technician will be given at least a thirty (30) day advance notice that will include a statement of charges and reasons and a statement of right to reply. The technician will be allowed to present his reply within a twenty-one (21) calendar day period.

b. If the findings of (the employer's) investigation or inquiry indicate that disciplinary/adverse action appears to be warranted, under normal circumstances, every effort will be made to resolve the issue in an expeditious manner. The technician will be informed of the employer's intention as soon as practicable after the decision is made to commence disciplinary/adverse action.

SECTION E.

If the technician elects to request a hearing on the disciplinary/adverse action, it will be conducted in accordance with applicable regulations. If the Union represents the technician, copies of all correspondence will be furnished the representative.

SECTION F.

Hearing Examiner. A person used by the Employer to hold hearings for the purpose of providing recommended solutions to the Commanding General for his final decision. The hearing examiner will be selected jointly by the Employer and the technician representative from the list of hearing examiners provided by the National Guard Bureau.

a. As soon as possible after his selection, the examiner shall review the file furnished to him by the HRO. For matters covered under the system, the hearing examiner will conduct a hearing.

b. Hearings will be conducted in accordance with the procedures outlined in the Technician Personnel Regulation 752.

c. The examiner will add to the file all documents relating to the hearing, including statements of witnesses and the record of the hearing procedures, and make it available to the technician and his representative, if any, for review and comment. Any written comments will become part of the file. The file will then be forwarded, together with the examiner's report, to the Commanding General. One copy of the examiner's report will be forwarded to the technician or his representative, if any. The examiners' actions must be completed within forty-two (42) calendar days after receipt of the transcript.

SECTION G.

The Commanding General's Decision. The Commanding General, or his/her designee, will make a final decision within thirty (30) calendar days after receipt of a recommendation from a hearing examiner. Should the decision of the Commanding General differ from the recommendation of the hearing examiner, the reasons will be reflected in the final decision. Completed disciplinary and adverse action files will be maintained in the HRO, separate and distinct from the Official Personnel Folders. The information included in those files will be treated as sensitive information and will not be used by the Employer or the Union for other than official purposes.

SECTION H.

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.

ARTICLE 22
Reduction-in-Force

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

SECTION A.

Prior to issuing the general notice of a reduction-in-force (RIF) to technicians, the Union will be informed of the contemplated RIF actions. All information available to the Employer concerning proposed RIF's will be furnished to the Union as it becomes available.

SECTION B.

The development of the Retention Register by the Employer will be accomplished in consultation with the Union.

ARTICLE 23
Training

SECTION A.

The Employer and the Union agree an important aspect of technician employment is to serve as primary trainers for traditional (part-time) guardsmen soldiers and airmen. The parties further agree that the training and development of technicians is of primary importance to better accomplish the military mission. The Employer will plan, program, and budget for required training. When practical and the option exists technicians will be given a choice of attending training in either technician or military status.

SECTION B.

Selection for opportune technician training should be consistent with the mission.

ARTICLE 24
Wage Surveys

SECTION A.

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.

SECTION B.

The Employer shall make available to the Union all available information pertaining to the local wage survey that is not of a "confidential" nature.

ARTICLE 25
Hours of Work

SECTION A.

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, technicians may offer personal preferences for assignment to shifts or irregular work schedules for consideration to their work-scheduling supervisor.

SECTION B.

Technicians working in activities requiring seven-day-week operation normally shall have their tour of duty arranged to allow the technician two consecutive days off.

SECTION C.

Except when the Commanding 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 technician's work area seven (7) calendar days prior to the date of change unless waived by the technician.

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 technician.

SECTION D.

Individual temporary changes in the tours of duty may normally be distributed and rotated equitably among qualified technicians. Every effort will be made to consider the individual needs of technicians affected when making changes, i.e., school, 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 E.

Tour of duty shall not normally be established or modified solely for the purpose of avoiding the payment of holiday or premium pay.

SECTION F.

Each shift will be allowed on 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, technician input will be considered.

ARTICLE 26
Overtime

SECTION A.

Overtime, as it applies to National Guard technicians (defined as work performed in excess of a regularly scheduled tour of duty) is normally occasional or intermittent in nature and is not compensated for by pay. 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. The policy is to restrict overtime to administratively uncontrollable work. Overtime will be properly authorized or directed by a supervisor in accordance with applicable directives. The supervisor will notify technicians 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 technicians as a reward or penalty. Management agrees to give consideration to all circumstances, including the technician's personal problems, when requesting a technician to work overtime.

SECTION B.

Call back of technicians to work shall be kept to the minimum. When technicians are called back to work, they shall be credited with a minimum of two (2) hours of work whether work is performed or not. Technicians called to work outside of their basic workweek and/or technicians called back after their basic workday may normally be excused immediately upon completion of the task they were called to perform.

SECTION C.

Technicians 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. The exact timing of rest periods will be the responsibility of each supervisor. Technician input will be considered.

SECTION D.

Work During Lunch Period: The management policy provides for a lunch period of 30 minutes relatively free of interruption. In those cases where interruptions preclude participation in the scheduled lunch period, an effort will be made to reschedule the lunch. When time off for lunch period is not possible due to mission support requirements, a lunch period of twenty minutes of less may be counted as time worked for which compensation is allowed. Where such an on-the-job lunch period is in effect, technicians must spend the time in close proximity to their workstations and must be available for work.

ARTICLE 27
Holidays

SECTION A.

Technicians 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.

SECTION B.

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 28
Leave

SECTION A.

Annual leave requests will be granted, unless conflicting with mission requirements. Advancing annual leave is only done by exception. Advancing annual leave causes a debt to the employee and is in effect, a loan to the employee by the agency. Therefore, this not a preferred practice. Leave is intended for use after it is earned. However, under very limited circumstances, a technician may be advanced annual leave not to exceed the amount that would be accrued during the current leave year. The authority to approve advanced annual leave is the Chief of the Joint Staff for Joint Staff employees; or the DCG Army/Air for employees assigned, respectively, to non-Joint Staff positions. All requests for advanced annual leave will be addressed through the technician chain of command, thru HRO to the approving official. Consideration for approval will be based on the employee's extraordinary circumstances, history of leave use and the ability to repay the advanced leave in a reasonable time. Supervisors will ensure this information is in their endorsement of the employee's request. A copy of the approved request must be attached to time and attendance sheets

SECTION B.

A medical certificate may be required by the appropriate supervisor for any duration of sick leave used by a technician.

SECTION C.

Sick leave, continuation of pay for job-related traumatic injury, court leave, military leave, maternity leave, family medical leave, and leave without pay will be administered in accordance with applicable regulations.

SECTION D.

Leave without pay may be granted for a technician to serve as a full-time American Federation of Government Employee (AFGE) representative for up to one year. When a technician is on leave without pay for this purpose, under the provisions of this Agreement, he shall be entitled to return to a job of like classification, status, and pay, in accordance with appropriate regulations, provided he notifies the Employer at least ninety (90) days prior to his release by AFGE.

SECTION E.

A technician will not be required to take annual leave other than at his own discretion except where specifically required by regulations. However, consistent with mission requirements, management retains the right of final approval of leave.

SECTION F.

Technicians must talk to a supervisor in their chain of supervision when requesting sick leave.

SECTION G.

When circumstances dictate, leave may be granted in increments of 30 minutes.

SECTION H.

Technicians are encouraged to inform their supervisors as soon as possible about medical, dental, or optical appointments requiring the use of leave.

ARTICLE 29
Travel

SECTION A.

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

SECTION B.

Technicians normally will receive travel orders sufficiently in advance to insure that necessary transportation arrangements can be made during normal duty hours. No technician will be required to travel without valid verbal or written orders.

SECTION C.

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

SECTION D.

If a temporary duty assignment requires a traveler to be away from his official duty station for more than 30 days, management may permit a technician to voluntarily return to his official duty station or residence during non-workdays. Reimbursement for this round trip travel will be in accordance with applicable directives and will normally result in payment of either the round trip travel or the per diem payable had the technician remained at the temporary duty station, whichever is less.

SECTION E.

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

SECTION F.

Technicians will not be required to use leave while on TDY unless such leave is properly chargeable under applicable directives.

SECTION G.

The crediting of compensatory time earned for technicians called back to work at a TDY location will be the same as that provided for in Article 26 of this Agreement. Compensatory time is not authorized while attending schools in a technician TDY status.

SECTION H.

The parties agree that the order issuing authority, as a result of direct communications with the commanding officer (or designated representative) responsible for government quarters at the temporary duty point concerned, will issue a statement prior to the travel involved if adequate government quarters at the temporary duty station will not be available. This statement will allow payment of the quarters portion of the per diem or actual expense allowance authorized under applicable regulations and directives. When no such statement is issued by the order issuing authority prior to travel where government quarters are normally available, technicians must obtain a statement of non-availability of quarters from the TDY location. This will insure reimbursement of the quarters portion of per diem or actual expense allowed when government quarters are not used.

SECTION I.

If technicians are assigned to travel to a base controlled by the Army, Air Force, Navy or Marine Corps, the adequacy standards set by that service as applied by the base commander determine the adequacy of available quarters. Technicians on TDY will not be required to use government quarters when they are deemed inadequate under the applicable service or National Guard directive or regulation. Standards of adequacy for Army and Air Force will be made available for reference purposes to technicians who will be performing TDY.

SECTION J.

Normally, suitable meals will be available at the TDY station. Where such suitable meals are available, they will be utilized by technicians. Where suitable meals are not available at the TDY station, government transportation may be provided to transport technicians to suitable eating facilities off station. If such government transportation is not available, technicians will be reimbursed for transportation expenses to the maximum extent possible, under applicable directives and regulations.

SECTION K.

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 30
Health and Safety

SECTION A.

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. Technicians will comply with safety rules and perform their work in a safe manner at all times.

SECTION B.

Protective clothing and equipment authorized and required, shall be furnished by the Employer and used by the technician.

SECTION C.

A technician shall be free from interference, restraint, coercion, or discrimination when reporting a perceived unsafe working condition.

SECTION D.

All technicians will regularly be made aware of their rights, responsibilities, and protections under applicable safety regulations.

SECTION E. Safety Councils

a. The Employer agrees to permit union membership on the following safety councils:

(1) Installation Safety/Health Council — One Union representative from the Army National Guard and one representative from the Air National Guard.

(2) Wing Safety Council — One Air National Guard representative.

(3) State Safety and Occupational Health Council — One Army National Guard representative.

SECTION F. Inspections

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

SECTION G.

Management will consider approving official time for a Union representative to attend Management-sponsored health and safety training sessions conducted at their duty station.

ARTICLE 31
Technician Compensation Benefits

SECTION A.

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

SECTION B.

The HRO will notify the Union in the event of serious injury, illness, or death of a technician.

SECTION C.

The HRO, upon technician request, will make available the Federal Injury Compensation Questions and Answers, CA550.

SECTION D.

The HRO, if approved by the individual concerned and if permissible under existing law and regulation, will provide the Union with the names of bargaining unit technicians who have pending OWCP claims.

ARTICLE 32
Miscellaneous

SECTION A.

Tools and equipment will be furnished by the Employer. A technician will not be required to furnish tools or equipment in the performance of duties.

SECTION B.

Competitive service technicians, if otherwise eligible, are encouraged to wear the appropriate military uniform while performing their duties. When wearing the military uniform, the uniform and grooming standards of the appropriate service will be complied with.

SECTION C.

a. The Employer agrees to provide military uniforms IAW applicable military regulations for those technicians whose normal work uniform is a military uniform.
b. The Employer will pay costs for sewing accouterments on uniforms.

SECTION D.

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

ARTICLE 33
Unfair Labor Practices (ULP)

SECTION A.

When either party has an issue considered to be an Unfair Labor Practice, the party raising the issue will give written notification to the other party. Notification will be given to the HRO for management and the Union President for the Union. The parties shall meet within ten (10) calendar days of receipt of notification for the purpose of resolving the issue.

SECTION B.

Should the parties resolve the issue, it shall be reduced to written form 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.

ARTICLE 34
Employee Assistance Program — (EAP)

SECTION A.

The Employer and the Union agree that technicians receive pay and benefits for the work they perform in the accomplishment of the Employer's military mission. Except for conditions beyond their control, technicians are expected to remain fully qualified to perform their assigned duties. Occasionally, a technician may need assistance in dealing with problems, which can detract from duty performance. In this instance, public law provides for the establishment of treatment and rehabilitation programs and services for prevention of alcoholism, alcohol abuse, and drug abuse among the technician work force.

SECTION B.

For purpose of this article, alcoholism and drug abuses are defined as an illness in which the technician's job performance is impaired as a direct consequence of such abuses.

a. The Commanding General, as the employer, is not concerned with the technician's use of alcohol except as it may affect his job performance or the efficiency of the service. Drug activity that is contrary to law is not condoned. The Commanding General recognizes that alcoholism and drug abuse are preventable and treatable conditions and that all levels of management have a continuing responsibility to provide support to the program established herein.

b. Management shall, in addition to any appropriate personnel actions, refer any technician who is found to used illegal drugs to a Employee Assistance Program for assessment, counseling, and rehabilitation as appropriate. Management shall initiate action to discipline any technician who is found to use illegal drugs, provided that such action is not required for a technician who: voluntarily identifies himself, obtains counseling or rehabilitation through a Employee Assistance Program, and thereafter refrains from using illegal drugs.

c. The technician having the illness or other problems relating to the use of alcohol or drugs will receive the same careful consideration and offer of assistance that is presently extended to technicians having other illnesses.

d. Individuals with substance abuse problems may be dealt with initially by the use of nondisciplinary procedures, such as counseling and an offer of referral to rehabilitation services. If a technician fails to accept assistance offered and if job performance is at an unacceptable level, action should be taken on the basis of unacceptable job performance. This does not preclude removal action from being initiated under adverse action procedures when performance is acceptable, but another offense is committed which is cause for separation.

e. The use of sick leave is authorized for the purposes of treatment and rehabilitation of technicians who have an alcohol or drug problem.

f. Technicians will be afforded the opportunity to receive counseling and information regarding rehabilitation services on an entirely voluntary and confidential basis.

g. Employee Assistance Program coordinators will be provided necessary training to conduct an effective program.

h. A technician'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 technicians who work in areas where they could cause injury to themselves or others or when they occupy a sensitive position.

ARTICLE 35
Environmental and Hazard Differential Pay (EDP/HDP)

SECTION A.

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.

SECTION B.

Environmental Differential Pay and Hazard Differential 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).

SECTION C.

When any technician 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 36
Official Time

SECTION A.

a. The Employer recognizes that official time is authorized in accordance with 5 USC 7131 and this Agreement. It is generally used for representational functions, for processing grievances, adverse actions, and as otherwise provided for in this Agreement. To accomplish these representational functions, absence from technician duties and, in some cases, from the work area will be required.

b. When official time can properly be authorized and absence from assigned duties is required to accomplish representational functions, the Union representative will prepare an AGO Form 87, "Official Time Request." If the mission requirements do not permit immediate release, the supervisor will document the reason(s) and arrange for a mutually agreed upon release time.

c. Representational functions that require the Union representative to visit other work areas will be coordinated with the other work area by the approving supervisor.

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

e. 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. Should meetings be conducted between the Union and Management concerning contract negotiations or a Joint Labor Management Meeting, the Union will be entitled to representation equal to the number of management officials present at the meeting.

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

SECTION B.

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

b. This training will meet the "of mutual concern to the government and employee" requirement.

c. 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 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.

d. The official receiving the request will approve or disapprove the agenda based on its content. This approval does not constitute the release of technicians named in the request.

e. The HRO will be responsible to contact the supervisor of the technicians) named in the request to ascertain whether or not workload requirements will allow release of the technician. HRO will get the supervisor's approval/disapproval of the technicians involved.

f. HRO will respond to the Union President within ten (10) calendar days as to the approval/disapproval of the agenda and the technician's approval for release.

ARTICLE 37
Labor Management Forums

SECTION A.

The employer and Union agree to maintain a Labor-Management Forum according to Executive Order 13522.

The purpose of this forum is to improve the delivery of management services by establishing a co-operative and productive form of labor-management relations.

The goal of this forum is to improve communications between the employer and the Union and to involve the Union in management decisions.

This forum will meet on a Quarterly basis and will include no more than 4 management Officials and no more than 4 Union Representatives.

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SAMPLE - GRIEVANCE FORM

Procedures for processing a grievance are contained in Article 14 of the Labor Management Agreement, between The Adjutant General of Idaho, and the American Federation of Government Employees, Local 3006 and must be complied with.

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)
State details of grievance including names, dates and locations.

10. RESOLUTION REQUESTED: (attachments as required)

11. UNION REPRESENTING: YES NO Signature	12. UNION REPRESENTATIVE Signature & Phone

13. GRIEVANCE STEP: (Union use only, initial & date)

STEP 1		STEP 2		
a	b.	a	b	ARBITRATION
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

*OTHER FORMATS MAY BE USED AS LONG AS THEY CONTAIN THE MINIMUM INFORMATION CONTAINED IN ARTICLE 14, SECTION C.

ATTACHMENT 1

Signed at Boise, Idaho this 26th Day of February 2010.

FOR THE COMMANDER

GARY L. SAYLER
Brigadier General
The Commanding General, Idaho

TYLER BRAMBLE
President
AFGE Local 3006

Approved by the Department of Defense on March 23, 2010