



LMA

LABOR / MANAGEMENT AGREEMENT BETWEEN
THE ADJUTANT GENERAL OF THE STATE OF LOUISIANA
AND LABORERS' INTERNATIONAL UNION OF NORTH AMERICA,
LOCALS 1707, 1708, & 1737

March 1, 2007



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"For a people who are free, and who mean to remain so, a well-organized and armed militia is their best security."

President Thomas Jefferson
Message to Congress, November 1808

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PREAMBLE

This Agreement is made in accordance with Title 5 of the United States Code (U.S.C.) Chapter 71 and Title VII, PL 95-454, Civil Service Reform Act of 1968. It is an agreement by and between, The Adjutant General of the National Guard of The State of Louisiana, hereafter referred to as the "Employer" or the "Agency"¹, and the Laborers' International Union of North America (LIUNA) Locals 1707, 1708, and 1737, hereafter referred to as the "Union", and collectively known as the "Parties". The agreement is made for all Dual Status General Schedule and Federal Wage Survey Technicians employed by the Louisiana National Guard (LANG), hereafter referred to as "Military Technicians", "Technicians", "Civilian Employees", or the "Employees".

The goal of this Agreement is to collectively develop and implement mutually agreed upon ideas that benefit both parties in achieving the common goal of providing security to the citizens of the State of Louisiana, and defending the interests of the United States of America at home and abroad. These ideas shall encourage a work culture that values all Employees and fosters respect, trust, open communication and a commitment to partnership to improve working conditions and productivity thus creating an organization that works more efficiently.

The parties recognize that it is in their mutual interest that the Employer, the Union, and Employees be strong and viable. Therefore, all parties are committed to carrying out the letter and spirit of this Agreement and to building and maintaining a good working relationship. In this spirit we agree that:

- The purpose of the Labor/Management process is to make us more effective as an organization; the focus of our effort is the total commitment to the quality of our services - internally and externally.
- The Labor/Management process assists in planning policy and procedures as well as resolving challenges and issues that arise.
- The protection of an Employee's basic right to organize, bargain collectively, and belong to a Labor Organization of their choice is essential to their active participation in shaping the decisions which affect them. This process safeguards the public interest, contributes to the effective conduct of public business, and facilitates and encourages the amicable settlements of disputes between Employees and their Employer.
- The public interest demands the highest standards from those who defend them. Continued development and implementation of modern and progressive work practices facilitate and improve organizational performance and the efficient accomplishment of Government operations.
- Good open relationships between The Adjutant General, Managers, and Union Representatives, including early communications, are very important to the process (both ways).
- The focus of all parties involved should be to maintain people's positive behavior and performance, and to ensure due process and just cause.

As a result, the Parties hereto agree within the intent, spirit, and meaning of Title 5 of the United States Code (U.S.C.) Chapter 71 as follows:

¹ **Non-Specific Assignment:** When used throughout this agreement the terms "selecting official", "supervisor", "manager" or "HRO" are generic references to the Employer, Agency, or Employer's Representatives and do not assign work to specific individuals.

ARTICLE 1

RECOGNITION & UNIT DESIGNATION

SECTION 1.1 – RECOGNITION

1. The Employer hereby recognizes the Union as the exclusive representative of all Military Technicians in the organization as defined in Section 1.2 below.

2. The Union hereby recognizes the responsibility of representing the interests of all such Military Technicians, without discrimination and regard to their Union membership, with respect to grievances, personnel policies and practices, or other matters affecting working conditions so far as they may be appropriate under applicable laws and regulations, including policies set forth in the Code of Federal Regulations (CFR), and published Agency policies and regulations.

SECTION 1.2 – RECOGNIZED BARGAINING UNITS

1. The recognized Bargaining Units covered by this agreement are all General Schedule Employees and Wage Board Military Technicians employed by the LANG.

SECTION 1.3 – EXCLUDED POSITIONS

1. Excluded from the Bargaining Units covered by this agreement are Management officials, Supervisors, Military Technicians engaged in personnel work in other than a purely clerical capacity, Confidential Military Technicians as defined in Title 5 U.S.C. Section 7103 and 7112 (b), (2), (3), (4), (6), and (7).

SECTION 1.4 – PROVIDE LIST OF BARGAINING UNIT MEMBERS

1. The Employer shall provide to the Union on a semi-annual basis a list of Bargaining Unit Members showing the name, position title, work phone number, official duty station, and organization. Current documents will be provided for a specific unit/Activity upon request.

ARTICLE 2

PURPOSE

SECTION 2.1 – PURPOSE OF AGREEMENT

1. The purpose of this contract is to identify the parties to this agreement, define their responsibilities under the agreement, and to state the personnel policies and practices and matters affecting conditions of employment as provided by this agreement and applicable laws and regulations.
2. It is intended that this agreement will meet the following purposes:
 - a. To promote fair, equitable and reasonable working conditions.
 - b. To promote programs designated to assist the Employer and Military Technicians in achieving their acknowledged and recognized objectives.
 - c. To promote the highest degree of efficiency, morale, and responsibility to the LANG.
 - d. To provide for the prompt adjustment of any differences arising between the parties on matters covered by this agreement.
 - e. To promote harmonious Labor/Management relations between the Employer and its Military Technicians.
 - f. To promote and provide a safe and healthful work environment consistent with mission requirements.

SECTION 2.2 – DISTRIBUTION OF CONTRACT

1. A copy of this contract, and all amendments, will be permanently posted on the permanent side of the Union bulletin board in each functional area serviced by LANG Technicians covered by this contract
2. The contract will also be made available electronically via the world-wide web on the LANG public access internet site located at <http://www.la.ngb.army.mil/>.
3. The Employer will make prompt distribution of the contract and amendments to each Employee of the unit, including new Employees as hired.
4. Thirty (30) copies of this agreement and any amendments will be provided to the Council of Locals within one month of approval, or after the thirty (30) day time limit has elapsed. It is agreed that the cost of printing the Agreement shall be borne by the Employer.

ARTICLE 3

DURATION & CHANGES TO THE AGREEMENT

SECTION 3.1 – EFFECTIVE DATE

1. Providing that the Defense Civilian Personnel Management Service (DCPMS) approves the body of this agreement, the effective date of the contract shall be thirty-one (31) days after execution by the parties hereto. Both dates (execution and approval) will be made a part of the agreement prior to distribution.

SECTION 3.2 – AGENCY APPROVAL

1. DCPMS shall approve the agreement within thirty-one (31) days from the date the agreement is executed by the parties, provided the agreement is in accordance with the provisions of applicable law, rule, or regulation.

2. If DCPMS neither approves nor disapproves the agreement within the thirty-one (31) day period, the agreement shall take effect and be binding on the Agency and the Labor Organization on the thirty-second (32nd) day, subject to provisions of applicable law, rule, or regulation.

3. In the event that a particular article, or section of an article, is not approved by DCPMS, the remainder of the agreement shall take effect as provided by law. The article or section of articles, not approved by DCPMS shall later be incorporated into the contract after negotiations or appropriate remedies are reached by the parties, and subsequent approval by DCPMS is granted.

SECTION 3.3 – AGREEMENT DURATION

1. This agreement will remain in full force and be effective for four (4) years from the date of approval by DCPMS, or, under the provisions of PL 95-454, Section 7114, (c) (3) which ever is applicable.

SECTION 3.4 – AGREEMENT AMENDMENTS/SUPPLEMENTS

1. This agreement may be subject to amendments or supplements during the agreement duration under one of the following procedures:

- a. Either party may initiate negotiations at the midpoint of this agreement, after service of notice, no later than sixty (60) days prior to the midpoint of this agreement.
- b. 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 the Labor/Management Agreement.

3. Representatives of the Employer 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 in the same manner provided for approval of the basic agreement as specified in Section 3.2 of this Article.

SECTION 3.5 – RENEWAL OF AGREEMENT

1. Barring any changes, proposed changes, or pending negotiations related to the provisions of Section 3.6 of this Article, the contract will be automatically renewed for a period of 4 (four) years to take effect immediately following the expiration of the current 4 (four) year period.

SECTION 3.6 – NEGOTIATING A NEW AGREEMENT

1. Should either party wish to change the agreement prior to automatic renewal provisions in Section 3.5 of this Article, the following shall apply:

- a. Negotiations for a new agreement will commence no earlier than one calendar year (365 days) nor later than ninety (90) days prior to the termination of the current agreement.
- b. Sixty (60) days prior to the start of negotiations of a new agreement, representatives of the Employer and representatives of the Laborers' International Union of North America will meet to initiate a memorandum of understanding (MOU) establishing the ground rules for conduct of negotiations.

SECTION 3.7 – TERMINATION OF AGREEMENT

1. This Agreement may also be terminated by mutual consent of both parties, or at any time it is determined and established that the Union is no longer entitled to Exclusive Recognition under Title VII CSRA 1978.

ARTICLE 4

(TITLE 5 U.S.C. SECTION 7106)

MANAGEMENT RIGHTS

SECTION 4.1 – REGULATIONS

1. In the administration of all matters covered by this agreement, all parties are governed by existing or future law, by existing Government-wide regulations, by current Agency policies and regulations that do not conflict with this agreement, and by subsequently published Agency policies and regulations required by law that are outside of the bargaining scope of the Union.

SECTION 4.2 – RETAINED RIGHTS

1. The Employer retains the right, in accordance with Title 5 U.S.C., Section 7106(a), and PL 95-454, to determine the mission, budget, organization, number of Military Technicians, internal security practices of the Agency, and in accordance with applicable laws:

- a. To hire, assign, direct, layoff, and retain Military Technicians in the Agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such Military Technicians.
- 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:
 - (1) Among properly ranked and certified candidates for promotion.
 - (2) Any other appropriate source.
- d. To take whatever immediate actions are necessary to temporarily carry out the Agency's mission during times of nationally recognized emergencies such as terrorist attacks and natural disasters.

2. Upon request, the Employer will furnish the Union Local President concerned with an explanation as to the nature of an emergency mission requirement, and the reasons for the action. The explanation can be provided either verbally, or in writing (formal letter or email message), and will be conveyed as soon as the emergency situation permits.

3. Nothing in Section 4.2, Paragraph 1, of this Article shall preclude the Employer and the Union from negotiating on:

- a. The procedures that Management officials will observe when exercising any authority granted to the Employer under Section 4.2, Paragraph 1, of this Article; or
- b. The appropriate arrangements that must be made for any Employee adversely affected by the exercise of any authority granted to the Employer under Section 4.2, Paragraph 1 of this Article.

SECTION 4.3 – NON-ABRIDGMENT

1. The provisions of this Article shall not nullify or abridge the right of Employees or the Union to grieve or appeal the exercise of Management's rights set forth in this agreement through appropriate channels.

ARTICLE 5

(TITLE 5 U.S.C. SECTION 7102)

EMPLOYEE RIGHTS

SECTION 5.1 – AWARENESS

1. The Employer and the Union will ensure:
 - a. This contract receives the widest possible dissemination.
 - b. Employees are fully aware that the conditions of this contract prevail in the workplace.
 - c. Employees receive semi-annual educational sessions regarding the contents and applicability of the contract.

SECTION 5.2 – ANNUAL REQUIREMENTS

1. In accordance with Executive Order 12731, the Employer is obligated, on an annual basis, to brief Employees on the rules, regulations, policies, Equal Employment Opportunity and Sexual Harassment provisions, and Standards of Conduct under which they are obligated to operate.
2. Barring emergencies, these briefings are mandatory and cannot be waived for any reason.
3. These annual briefings may be conducted by either an Employer representative, such as the Employee's immediate Supervisor, or a Union representative.
4. Employees must also be briefed on their job duties on an annual basis. This may be accomplished either as a group or individually and must be annotated on the Employee's NGB Form 904-1.
5. Employees will be permitted to review their official personnel records as needed, and obtain a copy in accordance with appropriate law or regulation.
6. In accordance with appropriate law, rule, or regulation, Employees will be allowed to review and copy Agency/Activity regulations.

SECTION 5.3 – CONDUCT AND RIGHT TO PRIVACY

1. An Employee is accountable not only for the performance of their official duties, but also for compliance with the Standards of Conduct for Federal Employees. Within this context, the Employer affirms the right of an Employee to conduct his or her private life as he or she deems fit. Employees shall have the right to engage in any and all outside legal activities of their own choosing without being required to report to the Employer on such activities, except as required by law or Agency regulations.
2. Neither the Employer nor the Union will coerce or in any manner require Employees to invest their money, donate to charity, or participate in activities, meetings or undertakings not related to their performance of official duties.
3. As it relates to disciplinary actions, the search of work areas must be reasonable in scope, balancing a Military Technician's expectation of privacy against Management's need to supervise and operate the workplace. Searches must be based on a reasonable suspicion and the Employee may request a LIUNA representative be present at the search.
4. When a search of the work area is conducted as a result of surreptitious Activity, such as a bomb threat or a terrorist attack, the Agency is not required to give the Employees notification of an impending search.

SECTION 5.4 – REPRESENTATION

1. Employees have a basic right to representation in matters regarding their working conditions, or in matters that could have an adverse effect on their employment, such as disciplinary actions. The Employee's representative can be a fellow co-worker, a Union representative, an attorney hired by the Employee, an attorney made available on behalf of the Employee by the Union, or any other person the Employee feels would adequately protect his/her Employee Rights.
2. The Agency or the Union should advise Employees of their right to representation prior to:
 - a. Any formal or informal discussion between one or more representatives of the Employer and one or more Employees in matters concerning any grievance, personnel policy or practices, or any other general conditions of employment.
 - b. Any verbal or written questioning of an Employee by a representative of the Employer in connection with an investigation if:
 - (1) Either party has a reasonable expectation to believe that the examination may or will result in disciplinary action against an Employee; and/or
 - (2) The Employee requests representation. Once the Employee invokes his/her right to representation, the Employer representative must cease their examination pending the arrival of the requested representative. Any discussions which take place in the absence of said representative cannot be used for the official record.
3. An Employee may request, in writing, that all communication be made with or furnished to their representative. When this choice is made, management proceeds under the premise that all communication with the representative reaches the Military Technician.
4. The Adjutant General will adjudicate any attempt to disqualify a representative selected by the Employee. When the challenge arises after the election of an administrative hearing, the NGB hearing examiner will make the decision. The party seeking the disqualification has the burden of proving the challenge. Conflict of interest or positions, conflict with the needs of the organization, and unreasonable cost to the government are some of the reasons that can be raised in attempting to disqualify the representative.
5. Consistent with law and regulation, the Activity may provide legal representation, within the purview of applicable State and Federal Law, for those Employees who, within the scope of their official duties, are accused of violating a law.

SECTION 5.5 – RIGHT TO ORGANIZE

1. Each Employee shall have the right to form, join or assist the officially recognized Labor Organization, or to refrain from any such Activity, freely and without fear of penalty or reprisal, and each Employee shall be protected in the exercise of such right. Except as otherwise provided under this agreement, such right includes the right:
 - a. To act for a Labor Organization in the capacity of a representative and the right, in that capacity, to present the views of the Labor Organization to heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities.
 - b. To engage in collective bargaining with respect to conditions of employment through representatives chosen by Employees under this article.
2. Nothing in this agreement shall require an Employee to become or 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 deductions.

SECTION 5.6 – RIGHT TO DISCUSS MATTERS OF CONCERN

1. The Employee shall not be disciplined nor otherwise discriminated against based on having filed a formal grievance, complaint, or for giving testimony under Title VII CSRA 1978.
2. No Employee shall be precluded, regardless whether or not he is a member of the Union, from bringing matters of personal concern to the attention of the appropriate officials under applicable law, rule, regulation, or published policy; or from choosing his own representative for an appellate or grievance action based on law, regulation, or this agreement. However, an Employee or group of Employees in the unit may be represented only by the Union, or by a person approved by the Union, in filing a grievance under the negotiated grievance procedure contained in the agreement.
3. Employees will be on official time whenever discussing, preparing, or filing complaints, and when meeting with LIUNA representatives or management representatives concerning any complaint or working condition of the Employee. Such time must have the prior approval of Management.
4. Employees will not be prevented from presenting their views to officials of the Executive Branch, the Congress, or other appropriate authority.

SECTION 5.7 – EMPLOYEE TREATMENT

1. All Employees deserve to be treated with the common courtesy and consideration which is normal in an Employer-Employee relationship by Supervisors and Management officials. Supervisors will not use abusive or vulgar language when dealing with an Employee. Employees will also refrain from using abusive or vulgar language when dealing with a Supervisor or a representative of the Agency.
2. Counseling and warning sessions involving unit Employees will be conducted privately and in such a manner so as to avoid embarrassment to the Employee.

SECTION 5.8 – SAFETY AND HEALTH

1. Employees have the right to:
 - a. Working conditions that are safe and healthy.
 - b. Training normally considered necessary to insure satisfactory job performance.
 - c. Express concerns regarding the improvement of unsafe or hazardous work methods and/or working conditions as follows:
 - (1) Louisiana Army National Guard Military Technicians will submit any concerns to their immediate Supervisor using form *DA 4755 Employee Report of Alleged Unsafe or Unhealthful Working Condition*.
 - (2) Louisiana Air National Guard Military Technicians will submit any concerns to their immediate Supervisor using form *AF 457 USAF Hazard Report*.
 - d. Discuss their problems with the personnel office, Equal Employment Officer or Counselor, Union representative, Employee assistance office, and/or a person designated to provide guidance on questions of conflict of interest.
 - e. The Employer will insure that Employees understand to whom they are directly responsible, and what is expected of them, in their work relationships with their fellow Employees.
2. Employees will be provided with clean and suitable break facilities with space for approved vending machines and small cooking appliances (i.e., microwaves, toaster ovens, etc.), away from the immediate

work area where the Employee may either take a break or eat lunch in a relaxing atmosphere. This area will be available to all shifts and it will have adequate seating.

SECTION 5.9 – EMPLOYEE IDENTIFICATION

1. All Employees are authorized a Department of Defense Identification Card with “Civilian” indicated under the appropriate employment Agency (either US Army or US Air Force). The Identification Card will be issued within thirty (30) days of the Employee’s request.

SECTION 5.10 – NON-ABRIDGMENT

1. The provisions of this Article shall not nullify or abridge the right of the Union to grieve or appeal the exercise of Management’s rights set forth in this agreement through appropriate channels.

ARTICLE 6

(TITLE 5 U.S.C. CHAPTER 71)

UNION RIGHTS

SECTION 6.1 – RECOGNITION AND REPRESENTATION

1. The Employer will recognize the Union as the exclusive representative of all Employees, and the Union's right to be represented in negotiations and meetings between Employees and the Employer with regard to any and all matters affecting conditions of employment. The Employer agrees to fully respect the rights of the Union to represent all Employees.

2. The Employer will recognize all duly elected Union Local Officers, Officials, and/or Representatives designated by the Union, including Stewards. The Union will supply the Employer, in writing, and will maintain on a current basis, a list of the Union Officers and Officials, including the Stewards' area of representation. The Union may post the list of Local Officers and Officials and/or area Stewards on Union bulletin boards. Copies of the list will be furnished to the appropriate Directorates, Department Heads and the Human Resource Office (HRO).

3. The Employer will recognize representatives of the LIUNA National Office. On-site visits by LIUNA National Office personnel will be coordinated with Management. Such visits by National Office personnel are not viewed as un-welcomed, but are subject to normal controls imposed by local Supervisor(s) to complete work assignments. National Office personnel will be afforded the courtesies normally extended to such visitors who may visit the workplace.

4. The Union, in consonance with its right to represent, has a right to propose new policy, changes in policy, or resolutions to issues, involving conditions of employment. This right shall apply at all levels of management within the Agency and the Union, starting with the Steward and the first level Supervisor. Representation will normally occur at the lowest level at which a matter can be resolved, and the initial point of contact shall be the lowest level Management official and Union official having responsibility and authority to act. If the parties at the initial contact feel resolution of a matter is outside of their jurisdiction, the matter shall be referred to the next higher level. When at Activity level, the Union and Employer have negotiated, resolved an issue(s) or bargained relative to the impact of a non-negotiable matter, Management at each level of the Activity shall discuss with the appropriate Union official as to the effect in his/her organizational area.

5. The Employer and the Union will maintain an "open door policy" for discussion by phone or appointment on matters of mutual concern. Such discussion or meeting will be on official time. Requests for appointments to meet with The Adjutant General will be made through LANG-J1-HL and will provide the agenda of item(s) of interest to be discussed. LANG-J1-HL will confirm the time and date for the requested meeting.

SECTION 6.2 – RIGHT TO NEGOTIATE

1. The Employer agrees to meet and negotiate with the Union on any and all matters affecting conditions of employment. The Employer further agrees to negotiate with the Union regarding formulation and implementation of any new policy or change in policy affecting conditions of employment.

2. Both Management and the Union have the responsibility of conducting negotiations and other dealings in good faith. Management agrees to give ten (10) working days notice to the Union and an opportunity to negotiate any new policy, or any change in existing policy, pertaining to conditions of employment. The Union retains the right to negotiate on the procedures used to implement management's proposed changes, and the impact it will have on Employees once the change is implemented. The parties agree to make every reasonable effort to resolve any and all differences that should arise as a result of the execution of this agreement.

3. Subjects open to negotiation include, but are not limited to, all personnel policies and practices and matters relating to or affecting working conditions of Employees.
4. Should the proposed change in policy or practice fall under Management's Right to Assign Work and thus not negotiable, its impact upon the Employees and procedures for implementing the proposed change can and will be negotiated.
5. The scope of negotiations includes Management's formulation and implementation of such policies and practices, including, but not limited to:
 - a. Working conditions
 - b. Work schedules
 - c. Grievance procedures
 - d. Reduction-in-Force practices and procedures as it pertains to competitive areas and levels
 - e. Employee services
 - f. Services to the Union
 - g. Impact or realignment of work forces and technological change
 - h. Disciplinary action procedures
 - i. Implementation of pay policies to the extent permitted by law
6. It is understood that no provision of this agreement will nullify or invalidate the Rights of Employees or of the Union as established by Title VII, PL 95-454, Civil Service Reform Act of 1968, or other statutes, or regulations of appropriate authority; nor will it relieve Management of the responsibility to negotiate with the Union on the policies, practices and procedures used in exercising its rights. To the extent that provisions or regulations of any Agency or Activity may be in conflict with this agreement, the provisions of this agreement will govern.

SECTION 6.3 – CHANGE PROPOSALS

1. Management will furnish a written notice of a proposed change affecting conditions of employment to the Union Local President or Union representative thirty (30) days prior to the desired implementation date of the change. The written notice shall be Management's finalized plan-of-action. In other words, a written notice should not be submitted for Union consideration if there are details which still need to be worked-out by Management. The written notice will include the following:
 - a. Whether the proposal will be a new policy or practice, or if it is a change to an established policy or practice.
 - b. Justification for the proposal (why is it necessary).
 - c. What the immediate and long-term impact will be on Employees and on Management.
2. The Union will have up to ten (10) days after being informed to request negotiations by submitting a written proposal to management. The Union will submit a written response to Management stating that they are either in favor of the proposal, or that they are requesting negotiations. If the Union submits a written response to Management requesting negotiations, the proposed change will not be implemented until negotiations have been completed. The time limits in this Section can be further extended by mutual agreement of the parties.

SECTION 6.4 – NEGOTIATION PROCEDURES

1. Negotiations may be requested in writing by either party. Requests for negotiations will state the specific subject matter to be considered at such sessions. The following procedures shall be utilized:
 - a. Each party will be afforded the same number of representatives. The total number of representatives allowed will not exceed six (6) primary negotiators and three (3) alternates per side.
 - b. A chairperson and an alternate chairperson will be designated, in writing, for each negotiating party. The chairperson of each party will speak on behalf of their respective committee. Other members may be recognized to speak with the approval of their chairperson.
 - c. Names of the members on each negotiating committee will be exchanged formally by the parties in writing no later than seven (7) days prior to the beginning of negotiations. Any changes regarding committee membership will be submitted to the other party no later than one (1) day prior to the next negotiating session.
 - d. Union representatives will be on official time during all negotiations, mediation, and impasse resolution sessions. If Union negotiators are scheduled to work a different shift from the time of negotiations, mediation, or impasse, Management may change the Employee's work shift so that he/she will be on official time.
 - e. Mid-contract and impact and implementation bargaining sessions between representatives of Management and the Union will be conducted on official time. Such bargaining is considered a part of the Union's basic duty to represent Employees during the duration of the agreement.
 - f. Upon reaching consensus on all articles, the Agreement will be signed by members of both negotiating committees.
 - g. Negotiations Impasse: When the parties to the Agreement cannot agree on a negotiable matter and an impasse has been reached, the item shall be set aside. After all negotiable items on which agreement can be reached have been disposed of the parties will again attempt to resolve any impasse. Either or both parties may seek the services of the Federal Mediation and Conciliation Service (FMCS). When the services of mediation do not resolve the impasse, either party may seek the services of the Federal Service Impasses Panel (FSIP).
 - h. Negotiability Question: When Management believes a matter is non-negotiable, Management will advise the Union in writing within ten (10) days. The Union has the right to proceed to the Federal Labor Relations Authority (FLRA) in accordance with Section 7105(a) (2) (e) of Title VII and the regulations of the Authority and Sections 7117(a), (b) and (c) to Title VII of PL 95-454.

SECTION 6.5 – PAST PRACTICE (ESTABLISHED PRACTICE)

1. Laws, regulations, and this Agreement take precedence over past practice and tradition.
2. When Management or the Union identifies a policy or tradition as a past practice, it will be jointly resolved. Past practices will not be arbitrarily terminated by either party, until resolution is achieved.
3. Past practices can be enforced under the negotiated grievance procedure because they are considered part of the agreement.
4. It will be considered an Unfair Labor Practice to unilaterally change a practice that is at odds with the express terms of the agreement.

SECTION 6.6 – ACTIVITY LEVEL PROCEDURES

1. The following procedures shall apply to Activity Level Union/Management meetings:
 - a. The Employer and the Council of Locals shall each designate a certain number of representatives to attend the meetings.
 - b. A meeting between the Council of Locals and representatives of the Agency shall be held at least semi-annually. Such meetings will serve to provide the Employer and the Union an opportunity to develop an understanding of problems relating to the Labor Management Relations Program. This meeting will be considered an informal meeting of general nature and is not intended to cause immediate policy changes.
 - c. The meetings will be held upon request by either party. Specific items for discussion should normally be provided in advance of the meeting by either party, although items not submitted may be discussed. Verbatim or summary minutes reflecting items discussed and resolutions or actions will be allowed. The meetings will be conducted during regular duty hours with Union officials authorized official time without loss of leave or pay. Emergency meetings will be arranged at the convenience of both parties involved as soon as possible after a request by either party is received, and such request will indicate the subject matter for discussion.

SECTION 6.7 – POLICY CHANGES

1. Union initiated proposals for new policy, changes in established policies or regulations, or resolution of problems between the Employee workforce and the Employer will be presented to the Human Resources Officer.
2. Proposals initiated by the Employer shall be presented to the Council of Locals.
3. New or changed policy proposals which can be agreed to in negotiations will be signed by the Council of Locals and the Human Resources Officer. Proposals which cannot be readily agreed to will be negotiated in accordance with the provisions of this Article.
4. The parties recognize the right of the Union to submit counter proposals or views to the Human Resources Officer for consideration when changes in Activity procedures are proposed by the Activity.

SECTION 6.8 – UNFAIR LABOR PRACTICES (ULP)

1. Management and the Union agree that prior to either party submitting an Unfair Labor Practice (ULP) charge, a meeting will be held between representatives of The Adjutant General and the Union in an attempt to resolve a suspected ULP. If at the end of fifteen (15) days from the initial meeting a solution agreeable to both parties has not been reached, the charging party will then be allowed to file a formal ULP charge.
2. Charges will be investigated in a timely manner. This investigation may include informal contacts and discussion with representatives of the Union to determine all relevant facts and, if possible, produce an acceptable resolution of the matter without resorting to formal proceedings.

SECTION 6.9 – STEWARDSHIP

1. The Union may designate Stewards on the basis of one Steward to each (18) Employees in the Bargaining Unit. The Union shall determine the location of Stewards.
2. The Stewards will represent the Employees in meetings with Supervisors about conditions of employment. Upon request from either party, Stewards and Supervisors shall informally discuss items of concern in the application of this agreement to avoid misunderstanding and to deter complaints from either party.

3. Management will allow Stewards a reasonable amount of official time for investigation and presentation of grievances and appeals.

4. It is agreed between the Employer and the Union that the operations of Stewards or other Union officials will not be allowed to interfere with carrying out the mission of the unit, Activity, or the LANG. Stewards will use a reasonable amount of time in handling matters necessitating their absence from their work assignment. Stewards will notify their appropriate Supervisors, before leaving their work areas, stating their purpose and where they desire to go. The Supervisor will inform the Union Representative of the reason for the non-release from duty if there is a mission necessity and of the earliest possible time when the Union representative can leave his/her work site. The Steward will be available for call back if needed. Stewards will report to their Supervisor immediately upon return. Permission will be obtained from the immediate Supervisor of any Employee being contacted.

SECTION 6.10 – OFFICIAL TIME AND TRAVEL OF UNION OFFICERS

1. Union officers and officials, including Stewards, shall be permitted a reasonable amount of time during their normal working hours without loss of leave or pay to effectively represent Employees in accordance with this agreement.

2. Official time will be requested through appropriate Supervisor and properly recorded on time and attendance records as administrative leave.

3. Official time for service in the Union office will not be scheduled as a regular tour of duty. Time in the Union office may be authorized to Union Officers on a case by case basis for other Union business not classified as Internal Union Business.

4. Subject to the availability of funds, travel and per diem will be paid to designated Union officials who are performing representational functions as specified in this Agreement when the travel serves the convenience of the National Guard or otherwise is in the interest of the Government.

5. Reasonable time for discussions or meetings shall be that determined by both parties to effectively resolve a matter of concern or review, and/or evaluate a proposed policy change and formulate a recommendation and/or evaluate a proposed policy change and formulate a recommendation and/or negotiate a given proposal.

6. Reasonable time for receiving, investigating, and presenting a complaint, grievance or appeal must necessarily depend on the facts and circumstances of each case e.g., number and nature of allegations, number and complexity of supporting specifics, the volume of supporting evidence, availability of documents and witnesses and similar considerations. In consonance with the above, Union representatives shall guard against using time unnecessarily.

7. Reasonable time for a Union observer of a complaint, grievance or appeal action, shall be the time necessary to observe the proceedings to their conclusion.

8. The Employer agrees that official time will be made available to the Executive Board members while engaged in activities permitted under the provisions of Title VII CSRA 1978. Time spent on such activities will be at a location designated by the Union President (Union office or Guard facility). Reasonable time will be used for such activities so that it will not seriously affect the productivity of the board member.

9. Management 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.

SECTION 6.12 – INTERNAL UNION BUSINESS AND LIMITATION OF ACTIVITIES

1. It is agreed that internal Union business such as, soliciting membership, collecting dues, campaigning

for office, electing officers, attending Union meetings, and posting or distributing Union literature, will be conducted during the non-duty hours of the Employee involved. Upon request and subject to normal security limitations, the Union will be granted authority to conduct no less than two (2) membership drives of up to thirty (30) days duration each year.

2. There will be no restraint, coercion, or discrimination against any Union official because of the performance of duties in consonance with this agreement, Title VII, CSRA 1978, directives, etc., pertaining to Employees rights and labor management relations; or against any Employee for filing a complaint or acting as a witness under this agreement or applicable regulations.

SECTION 6.13 – NON-ABRIDGMENT

1. The provisions of this Article shall not nullify or abridge the right of the Union to grieve or appeal the exercise of Management's rights set forth in this agreement through appropriate channels.

ARTICLE 7

(TITLE 5 U.S.C. SECTION 7115)

VOLUNTARY ALLOTMENT OF UNION DUES

SECTION 7.1 - ARRANGEMENTS FOR DUES DEDUCTIONS

1. The Labor Organization and the Employer will make arrangements for dues deduction in accordance with Title 5 U.S.C. Section 7115.
2. The Labor Organization will provide the applicable allotment form(s) and make distribution of this form to its members. The Labor Organization will certify the amount of dues and inform and educate members on the program for allotment for payment of dues and uses and availability of the required form.
3. The allotment form may be submitted to the Human Resources Office (HRO) at any time. Allotments will become effective on the first full pay period commencing after receipt of the applicable form by the Technician Payroll Office. Within one (1) pay period of receipt, the HRO will forward a copy of the SF 1187 to the appropriate Chapter showing date of receipt.
4. An allotment shall terminate when the Military Technician leaves the unit as a result of any type of separation, transfer, reassignment, promotion or other action which would exclude the Military Technician from the Bargaining Unit; upon loss of exclusive recognition by the Labor Organization; when the agreement providing for dues withholding is suspended or terminated by an appropriate authority outside DoD, or when the Employee has been suspended or expelled from the Union.
5. A member may voluntarily revoke his allotment for the payment of dues by submitting an SF 1188, Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues, directly to the Unit Financial Manager, Army or Air National Guard. When a member does not desire to use an SF 1188, other written notification of revocation signed by the member will be accepted by the Unit Financial Manager. However, revocation will become effective as follows:
 - a. For those Employees who have had their dues deducted for more than one year - revocation can only be effected on the first full pay period following 1 March of each year.
 - b. For those Employees who have had their dues deducted for less than one year, the revocation will be effective one year after the original date of the signing of the SF-1187 if the request is received by not later than one (1) pay period prior to the first anniversary date.
6. The appropriate Technician Payroll Office will submit the remittance of dues withheld and a listing of names and amounts withheld for each payroll period for which deductions are made pursuant to voluntary allotments to the Treasurer of the Laborers International Union of North America (LIUNA). LIUNA will furnish, in writing, the current address of the Treasurer to the Technician Payroll Office.
7. Dues will be withheld each pay period. Changes in the amount of regular dues withheld will be made as frequently as any change in pay occurs.
8. The Employer agrees that dues withholding shall be accomplished at no cost to the Labor Organization.
9. The State Chairman may, upon request, assist the LRS with validation of the Defense Civilian Payroll list of dues paying members.

SECTION 7.2 – PROTECTION

1. The Union and the Employer will indemnify, save harmless, or take other steps requested by the other party to protect the other from any and all claims and disputes by reason of its acting hereunder.

ARTICLE 8

(TITLE 5 U.S.C. CHAPTERS 55 & 61)

HOURS OF WORK & COMPENSATION

SECTION 8.1 – DEFINITIONS

1. Administrative Workweek: A period of seven consecutive calendar days, designated in advance, traditionally beginning on a Sunday and ending on the following Saturday.

2. Basic Workweek: The established 40-hour workweek within the administrative workweek.

- The basic 40-hour workweek is scheduled on 5 days, Monday through Friday when possible.
- The 2 non-work days outside the basic workweek are consecutive, usually Saturday and Sunday.
- The working hours in each day of the basic workweek are the same.
- The basic non-overtime workday may not exceed 8 hours.
- The occurrence of holidays may not affect the designation of the basic workweek.
- Breaks in working hours of more than 1 hour may not be scheduled in a basic workday.

3. Compressed Work Schedule: A program which modifies the basic 5 day workweek. For example:

- a. A 4-day workweek consisting of 4 consecutive ten-hour days with 3 consecutive non-work days outside the compressed workweek. This is commonly known as the “four-ten” (4-10) work schedule.
- b. A schedule consisting of eight nine-hour days, one eight-hour day and one day off in a two-week pay period schedule. This is commonly known as the “five-four-nine” (5-4-9) work schedule.

4. Overtime: As it relates to a full-time Technician, overtime is considered hours of work in excess of the previously established work schedule. The Employee shall be compensated for overtime hours worked as provided by the most current applicable laws and regulations.

SECTION 8.2 – BASIC WORKWEEK AND WORKDAY

1. The Adjutant General retains the unfettered authority to set the work schedule.

2. As a general rule, the basic workweek and work day for Employees in the Bargaining Unit will be operated in accordance with the current Adjutant General’s workweek policy.

3. A Technician will be compensated for regularly scheduled, non-overtime, non-Sunday or Holiday work at the rate of his basic pay.

4. Except during times of nationally recognized emergencies, Employees will be notified of their work schedules seven (7) days in advance of the beginning of the pay period.

5. Approval for any proposed change to the established work schedule will rest with The Adjutant General.

6. The current workweek policy, subject to change by The Adjutant General, allows Commanders and selecting officials to utilize a combination of the following work schedules: four ten-hour days per week,

five eight-hour days per week, or a compressed schedule consisting of eight nine-hour days, one eight-hour day and one day off in a two-week pay period.

7. Except during times of nationally recognized emergencies, prior to effecting any change in the workweek or hours of work other than for work requirements and other requirements consistent with 5 U.S.C. Section 6101(a)(3)(A) and 5 CFR 610.121, the Employer will seek the Labor Organization's views and negotiate the impact and implementation of the proposed change.

SECTION 8.3 – 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. Except in the case of an emergency, Employees will notify their first line Supervisor or designated representative as soon as possible, but not later than two hours after beginning of the work shift, of the conditions that prevented them, or will prevent them, from reporting to work on time.

3. Tardiness and absences from duty of less than an hour may be excused when the reasons are justified to the Supervisor. Justifiable reasons are events which are beyond the Employees control such as abnormal traffic congestion, severe weather, or any other type of event that cannot be predicted.

4. When tardiness is not justifiable, or when tardiness or unexcused absences from work of less than an hour become habitual, an Employee must be charged compensatory time, annual leave, leave without pay, or be placed in absence without leave status (AWOL); in addition, the absence may become the basis for disciplinary action. The Employee will not be permitted or be required to work during any period for which leave is charged.

5. Unexcused tardiness in excess of 1 hour, or unexcused absence from work, is considered absence without leave (AWOL) and will be grounds for disciplinary action being taken in accordance with applicable regulations.

SECTION 8.4 – JOB DUTIES

1. All duties performed by a Military Technician that are directly connected with the performance of his/her assigned position, including those duties deemed "other" in nature, are considered part of a Military Technician's job requirements, or job duties, within the established hours of work.

2. An Employee cannot be required, compelled, or forced to perform his/her job duties under the following conditions:

a. During any period for which leave is charged.

b. To work overtime without being placed in either a Compensatory Time or Overtime Pay status.

SECTION 8.5 – LUNCH PERIODS AND BREAKS

1. A lunch period is a time during which a Military Technician is entirely free from his work responsibilities. During this time the Military Technician is considered to be off-duty.

2. The lunch period is a non-paid period of rest and must be scheduled outside the hours established as the daily hours of work.

3. The lunch period can be no less than thirty (30) minutes, and no longer than one (1) hour in duration.

4. Lunch periods will be scheduled not earlier than three (3) hours, but not later than five (5) hours after the start of the shift.

5. When Employer mission requirements do not allow a Military Technician time off for lunch, an on-the-job lunch period of twenty (20) minutes or less may be counted as work time.
6. On-the-job lunch periods are not considered off-duty. The Military Technician will be compensated for his/her missed lunch period with an amount of Compensatory Time equal to the missed lunch period.
7. Where such on-the-job lunch period is in effect, Military Technicians must spend the time in close proximity to their workstations and be available for work.
8. 15 minute rest periods or breaks, during the first half and the second half of a Military Technician's shift, will be granted.
9. Rest breaks will not be taken in conjunction with the lunch period nor with the beginning or end of the work day.

SECTION 8.6 – OVERTIME WORK

1. Military Technicians will be compensated for overtime work done on a voluntary basis, or as directed (involuntary) by Management to support Mission Essential Tasks.
2. Personnel requirements for overtime work will be based upon the Employer's Local, State, and National mission requirements.
3. Except in cases of nationally recognized emergencies, such as hurricane evacuation, stand-by alert, or mobilization, overtime requirements will be announced as far in advanced as possible to allow Employees the opportunity to make suitable arrangements in order to perform the overtime work.
4. Overtime work by a Military Technician in support of a mission for which Title 10 or Title 32 manning assets have been specifically funded and allocated will only be performed when extenuating circumstances such as mandatory rest periods, personal illness, or family emergencies prevent the Title 10 or Title 32 personnel from successfully supporting the mission.
5. Management should make every effort to seek volunteers prior to mandating that a Military Technician perform overtime work.
6. In no case will overtime work be directed or assigned to any Employee as a reward or punishment.
7. In the event there are insufficient Military Technician volunteers willing to perform overtime work, management has the authority to direct a Military Technician to work overtime to meet the Employer's mission requirements.
8. Management will make every effort to direct or assign Military Technicians overtime on an equal basis.
9. Compensatory Time off will be granted for overtime work in accordance with applicable laws and regulations.
10. Military Technicians scheduled to work overtime will be notified of any cancellation of the overtime requirement by the end of the preceding workday.
11. Military Technicians scheduled to work overtime on any non-duty day will be notified of any cancellation as soon as it is known but not later than 1200 hours on the preceding duty day.
12. It is agreed that when overtime follows a regular work shift, the Employee will be given a 15 minute paid break at the beginning of the overtime period and a 30 minute non-paid meal break to begin not later than two (2) hours after overtime begins. Thereafter, a fifteen (15) minute paid break will be authorized for each additional two (2) hours of overtime performed.

13. Records showing the overtime distribution will be maintained; all Employees will have equal opportunity to share in the overtime.

14. The Supervisor will make every effort to accommodate the Employee's excusal from overtime work, provided that another qualified Employee is available for the overtime.

15. The Employer will make existing records of overtime for Employees of the Unit available to the Union upon its request, to aid in settling complaints concerning unfair assignments of overtime.

SECTION 8.7 – CALL BACK

1. Call-Back is the act or an instance of requesting that an off-duty Military Technician report to work and perform his duties on a day when work was not scheduled, or after his regular work day is over.

2. Unscheduled call back work performed by a Military Technician is deemed at least two (2) hours in duration.

3. If a Technician is on scheduled leave and called back to work, a corrected OPM 71 Leave Request Form will be submitted to the Timekeeper upon the Technician reporting to work.

SECTION 8.8 – STAND-BY AND ON-CALL DUTY COMPENSATION

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

2. The Employer may establish routine prohibitions regarding alcohol consumption, and may restrict the use of specific prescription or over the counter drugs which are allowed, in order to ensure Technicians maintain the ability to perform work.

STAND-BY DUTY (5 CFR 551.431)

3. Stand-by duty imposes significant restrictions on Technicians.

4. Stand-by should only be used when coverage is required because of imminent risk, with a near immediate response required.

5. Technicians are placed in stand-by for predetermined specific amounts of time. This period may encompass both regular duty hours and non-duty hours.

6. Technicians placed on stand-by duty will receive Compensatory Time for the period spent on stand-by outside their regular tour of duty.

7. The Technician must be officially ordered to remain at his/her station; either (1) restricted to quarters at the base, (2) restricted to his/her own residence, or (3) restricted to another, specifically designated duty location by a **formal order** of Management.

8. The Technician must remain in a state of constant readiness to perform work at all times during the stand-by period.

9. Regulations governing stand-by duty restrict Technicians on the use of their non-working hours to such an extent that they may not use those hours effectively for their own purpose. Technicians are allowed to prepare and consume a meal, read, listen to the radio, watch television, sleep, or participate in any similar Activity that will not interfere with the ability to perform the work of his/her position, so long as he/she does not leave the premises. It is not permissible for the Technician to go shopping, go to a restaurant, or to a movie, whether on or off base, even if the Technician provides a telephone number or beeper for call-in.

10. Assignment to a remote location is not enough to confer stand-by status; there must be a formal order initiating stand-by duty and restricting the Technician's location, movement and activities.

11. The Technician cannot make arrangements to have someone else cover the duty.

12. The total amount of sleep and meal time that may be excluded from hours of work may not exceed 8 hours in a 24 hour period.

13. If sleep time is interrupted by a call to work, the time spent on duty is considered hours of work.

ON-CALL DUTY (5 CFR 551.431)

14. Technicians should only be placed in on-call status when there is a need anticipated, but there is no immediate or specific threat present.

15. Technicians may be placed in an on-call status for specific periods of time covering non-duty hours only.

16. Technicians placed in on-call status face fewer restrictions than those on stand-by status. However, the Technician must satisfy all three of the following requirements:

- a. Retain the ability to perform his/her work.
- b. Remain within the commuting area of the duty station.
- c. Be able to be reached immediately either by pager, telephone land-line, or cellular communication.

17. Technicians in on-call status are allowed to make arrangements for another Technician to report in his/her place.

18. Technicians placed in on-call status will receive Compensatory Time only for all hours actually worked while in on-call status. Technicians will not receive any compensation for merely being in on-call status.

19. On-call duty does not restrict a Technician to a specific physical location. Technicians may move about freely so long as they can be reached and are within the commuting distance call-back radius.

SECTION 8.9 – NIGHT SHIFT DIFFERENTIAL (TITLE 5 U.S.C. 5343)

1. Night Shift Differential is paid to Military Technicians when the majority of regularly scheduled non-overtime hours fall between 3 p.m. and 8 a.m.

2. A Military Technician is entitled to his or her normal hourly rate plus:

- a. 7.5% (percent) of that rate for regularly scheduled non-overtime work when a majority of the hours occur between 3 p.m. and midnight.
- b. 10% (percent) of that rate for regularly scheduled non-overtime work when a majority of the hours occur between 11 p.m. and 8 a.m.

3. A Military Technician will receive night shift differential pay for the entire shift when the majority of the hours fall within the specified periods.

4. (5 C.F.R. 550.122(a)) A Military Technician is entitled to a night pay differential when excused from night work on a holiday or other non-workday.

5. (5 C.F.R. 532.505(c)) A Military Technician is entitled to a night pay differential for night hours of his tour of duty while he or she is in an official travel status, whether performing actual duty or not.
6. (5 C.F.R. 532.505(d)(1)) A Military Technician regularly assigned to a night shift who is temporarily assigned to a day shift or to a night shift with a lower night shift differential will continue to receive the regular night shift differential. Temporary duty for training purposes is covered by this provision.
7. (5 C.F.R. 532.505(d)(2)) When a Military Technician regularly assigned to a night shift is temporarily assigned to another night shift with a higher differential pay, the Military Technician will receive the higher differential pay if the majority of the Military Technician's temporarily assigned non-overtime shift falls within the hours having the higher differential.
8. (5 C.F.R. 532.505(d) (3)) A Military Technician regularly assigned to a day shift who is temporarily assigned to a night shift is paid night shift differential.
9. A Military Technician regularly assigned to a night shift is paid a night shift differential during periods of leave.
10. A Military Technician regularly assigned to a day shift who is temporarily assigned to a night shift receives a night shift differential for any paid leave taken when scheduled to work night shifts.
11. Night differential is a part of basic pay which is used to calculate overtime pay, Sunday pay, holiday pay, and amounts of deductions for retirement and group life insurance.

SECTION 8.10 – SUNDAY AND HOLIDAY PREMIUM PAY

1. A Technician who performs work during a regularly scheduled period of work which is not overtime work as defined by Section 8.1 of this Article a part of which is performed on Sunday is entitled to pay for the entire period of service at the rate of his basic pay, plus premium pay at a rate equal to 25 percent of his rate of basic pay, or, in lay terms, time and a quarter.
2. A Technician who performs work on a holiday designated by Federal Statute or Executive Order is entitled to pay at the rate of his basic pay, plus premium pay at a rate equal to the rate of his basic pay, or, in lay terms, double time, for that holiday work which is not overtime work as defined by Section 8.1 of this Article.
3. A Technician who is required to perform any work on a designated holiday is entitled to compensation for at least 2 hours of work.
4. Premium pay under this section is in addition to other pay which may be due for the same work such as Night Shift Differential pay.

SECTION 8.11 – ALERT DUTY (APPLIES TO AIR NATIONAL GUARD TECHNICIANS ONLY)

1. ANGI 36-2001, *Management of Training and Operational Support Within the Air National Guard*, provides guidance and procedures for training and operational support while in a military status. ANGI 10-203, *ANG Alert Resource Management*, prescribes procedures for the administration and management of resources required for ANG units tasked with peacetime alert missions.

EMPLOYMENT STATUS

2. A Technician Aircrew member performing alert duty will have contingency orders prepared for conversion to 10 USC 12301(d) status in the event of an immediate deployment in response to a threat.
3. Except as provided by regulation, a Technician who converts to Title 10 status may not revert to Technician status until the expiration of the military orders.

HOURS OF WORK

4. Scheduling of Technicians for alert or other extensive duty should, whenever practicable, be accomplished in 24-hour increments. Local commanders should avoid situations where the extra duty is scheduled in such a way (e.g., limited to 23 hours) as to maximize the compensatory time earned with no commensurate benefit to the organization.

5. All scheduling should comply first with the needs of the service, and second with the principals of fiscal responsibility and most effective utilization of Technician resources.

DUTY HOURS

6. Technicians performing Alert may receive credit for a minimum of 16 hours of pay and compensatory time in one twenty-four period when the work shift is 24 hours or more.

MEALS AND SLEEP TIME

7. While in an alert duty status, no more than 8 hours time may be deducted in any 24-hour period from pay and compensatory time due to sleep and meals. Any sleep or meal periods, up to a maximum of 8 hours, performed by a Technician participating in 24 hours of alert, must be deducted from pay and earned compensatory time. [5 CFR 551.432(a)(1-3) and (c)]

OVERTIME AND COMPENSATORY TIME

8. Under Title 32 U.S.C. 709(h), Technicians may receive an amount of compensatory time off equal to the amount of any time spent in overtime work. Overtime pay, however, is not authorized.

9. Technicians performing alert for a period of 24 hours or more must be given an uninterrupted period of sleep time of 5 hours.

10. Technicians *do not* earn compensatory time during this period except in the event the sleep period is interrupted due to deployment in response to a threat or performance of other mission requirement. [5 CFR 551.432(d)]

11. The following guidance must be applied for Technicians performing alert duties in a military status or using a combination of military and Technician status:

- a. The Technician must take leave from any regularly scheduled Technician duty during the military duty period of the Alert. The Technician may use leave without pay, or accumulated annual leave, military leave, or compensatory time.
- b. No more than one order for military status should be issued for Technicians for successive days of military duty. This is especially true when the purpose of the order is to permit the service member to alternate between military duty and paid Technician duty status. Therefore, placing a member in a Technician status on days the individual performs and is paid for military duty, aside from certain exceptions, would violate dual compensation laws and precedents set forth in Comptroller General Decision B-133972. This decision established criteria that allow, under certain conditions, individuals to receive compensation for Technician service prior to the beginning or after release from military duty.
- c. Any Technician employment accomplished on the same day as military duty is permissible only if it is before the official start of military duty, or after a suitable break (e.g.: a minimum five-hour sleep period) following the release from military duty, provided the Technician will not be scheduled for military duty on the next calendar day. The commonly cited example from Comptroller General Decision B-133972 is summarized as follows:

"A National Guard Technician employed under 32 USC 709 completes his civilian workday at

1700 hours, 1 July, in Sacramento, California. By Special Orders dated 28 June, he has been ordered to two weeks full time training (FTTD), as a National Guardsman, to be performed as a course of instruction at Ft Eustis, VA, under authority 32 USC 505. Reporting time at Fort Eustis is specified as 0800 Hours, 2 Jul. He departs his home in military travel status at 1930 hours 1 July, performs his period of FTTD and returns to his home in military travel status, arriving at 0130 hours, 16 July and reports to work at his civilian job at 0800 hours the same day.

The National Guard Technician involved in this case would be entitled to civilian pay without charge to leave (Military or Annual) for July 1 since he performed his civilian duties before he became subject to Military control and performs duties incident to his Military status. Having completed all the military training duties required in his orders he was no longer subject to military control at the time he reported to civilian duty on July 16. The fact that he may have been entitled to military pay for that day for the reason that his return travel from training was not completed until 1:30am is not considered incompatible with the performance of his civilian duties or the payment of civilian compensation for actual work performed after termination of his active military training duty."

- d. If the Technician is required to spend a substantial amount of time in military status on the last day of alert, the Technician will remain in military status for the entire day. Except as enumerated above, sound fiscal management and DoD policy prohibit performance of both paid military and Technician duty, in that order.

- e. ANGI 36-2001, paragraph 1.19.1, states:

"When mission requirements necessitate utilization of a Technician in an active service status for mission accomplishment, the Technician shall be placed on active service orders. Commanders must use discretion and sound judgment in employing this option."

- f. Additionally, ANGI 36-2001 requires the following statement be placed in the remarks section of the member's active duty orders if the member will perform Technician duties and military duty on the same day:

"It has been determined that mission accomplishment necessitates this member will perform Technician duties and active military service on the same calendar day. Technician and active service performance periods do not overlap. Member has been placed in an appropriate Technician leave status on the first day that the active service begins and for the entire Technician duty day during those days between the first and to include the last day of an active duty period."

12. If a Technician is converted to 10 USC 12301(d) status after the Technician workday begins, then the Technician is entitled to pay for both the Special Training day and for the hours of Technician time that were worked prior to being deployed in response to the threat or mission that converted the Technician to 10 USC 12301(d) status.

13. Employment Authorizations for Technicians Performing Air Sovereignty Alert (ASA)

- a. If a unit was allocated employment authorizations for Technicians performing ASA, the unit commander is required to assign that member to the ASA mission on a full time basis.
- b. Military Technician personnel employed specifically to support ASA will be in a temporary or indefinite Technician status.
- c. After a Technician completes the weekly Technician work hours supporting an alert mission, the Technician may then volunteer to further support the mission on days off and be placed on Special Training days.

SECTION 8.12 – RESCHEDULING THE OFF MONDAY IN OBSERVANCE OF HOLIDAYS

(This Section only applies to Employees working the 5-4-9 Compressed Work Schedule)

1. During the regularly scheduled 2-week pay-period, if the regularly scheduled-off Monday is moved to the preceding normally scheduled 8-hour Friday in order to accommodate the observance of a Federal Holiday, then said Friday will be deemed a 9-hour workday and the preceding Thursday will be observed as the 8-hour portion of the pay period.

ARTICLE 9

(TITLE 5 U.S.C. CHAPTER 63)

LEAVE

SECTION 9.1 – ANNUAL LEAVE

1. Military Technicians shall earn annual leave in accordance with applicable regulations and statutes.
2. Annual leave will be scheduled so as to accommodate special fluctuations of work of the Activity. Each Employee is encouraged to take at least one 80 hour period for vacation purposes during each calendar year.
3. Military Technicians are encouraged to apply for leave as far in advance as possible.
4. A Military Technician's request to take annual leave will normally be granted as requested unless the Employer or designated representative (i.e. Supervisor) determines the Military Technician's presence is necessary to meet Work requirements.
5. Military Technicians may be authorized at any time to utilize all their leave during one continuous period, insofar as mission requirements permit, as determined by the appropriate Supervisor.
6. When application for leave is submitted on a SF-71 to the Supervisor at least eight weeks in advance of the beginning of the period requested, the following procedures will apply:
 - a. When more Military Technicians, having the same skill and the same Supervisor, have applied than can be permitted to be absent during the period requested, service computation dates (SCD) will be used to determine who will be authorized leave.
 - b. Service computation dates may be invoked only one time during a calendar year.
 - c. The Employer or designated representative (Supervisor) will notify the Military Technicians concerned of the decision seven weeks in advance of the leave requested.
 - d. Normally, the Employer will not cancel approved leave unless the Employer determines the Employee's presence is necessary to meet work requirements.
 - e. The Employer will provide justification for any cancellation decision to the Employee.
 - f. Prior to cancellation of approved leave, the Employer agrees to consider any adverse effect on the Employee, which may be caused by cancellation of the approved leave.
7. SCD's may not be invoked for leave requests submitted to the Supervisor less than eight weeks before the beginning of the period requested.
8. Annual Leave requests for emergency reasons will be considered on an individual basis. Military Technicians will notify their Supervisor as soon as possible after the beginning of their work-shift for approval of leave, stating the reason for the request and the approximate time they desire to be absent from work.
9. When Military Technicians cannot contact their immediate Supervisor, they will contact the second level Supervisor and continue until a Supervisor in their chain is contacted personally.
10. When a request for leave is submitted on a SF-71 and the request is denied, the reason for denial will be entered on the SF-71 and the Military Technician will be notified.

11. In the case of transfer within a facility of an Employee from one organizational element to another, previously scheduled leave for vacation purposes will be discussed with the new Supervisor for confirmation.
12. Employees may not have more than 240 hours of accrued annual leave at the end of the final pay period of the leave year.
13. Employees with accrued leave in excess of 240 hours at the end of the last complete payroll period in the leave year will lose the excess. However, the Employer will make every reasonable effort to grant leave that may be lost because of the limitation on maximum leave which may be carried forward to the succeeding leave year.
14. Request for restoration of forfeited leave will contain full justification and will not be submitted prior to the end of the leave year.
15. Upon termination of employment, Employees will receive payment for unused annual leave in accordance with applicable regulations.
16. Employees may be granted time off to observe religious holy days of their faith, if their absence will not unduly hamper operations. Such time off will be charged to annual leave, if available, leave without pay, or the Employee may request a schedule change for the specific days.
17. The Employer will announce any planned liberal leave or reduction of operations to Employees when the Employer becomes knowledgeable of such requirement. Personnel who do not wish to use liberal leave will be afforded a suitable, supervised work environment.

SECTION 9.2 – SICK LEAVE

1. Military Technicians shall earn and be granted sick leave in accordance with applicable rules and regulations.
2. Sick leave is intended to insure against a loss of income when Employees are incapacitated by illness or injury.
3. The Military Technician shall notify the appropriate Supervisor of his/her illness thirty (30) minutes prior to or within two hours after the beginning of the work shift, except in cases of emergency in which notification shall be made as soon as possible.
4. It is the responsibility of the Military Technician's Supervisor to ascertain whether absences are properly chargeable to sick leave.
5. Military Technicians, if requested by a Supervisor, must furnish a medical certificate to support sick leave for absences in excess of three consecutive workdays.
6. A medical certificate may be required for absences of less than three consecutive workdays whenever there is reason to believe the sick leave privilege is being abused. (Example: Absences of short duration, which occur at frequent intervals).
7. Management reserves the right to require a medical certificate for sick leave without advanced notification. However, in such cases, the Employer or designated representative (Supervisor) may counsel the Military Technician and advise the Military Technician, in writing, that a medical certificate will be required to support any future approval of sick leave regardless of duration. This notice will contain the reasons the Military Technician is required to furnish a medical certificate.
8. Supervisors will review the sick leave record of those Military Technicians required to present a medical certificate, in accordance with paragraph 7 above, every six months to determine if this requirement should continue.

9. The Military Technician will be advised, in writing, of the Supervisor's determination.
10. Request for advancement of sick leave (not to exceed 240 hours) will be submitted in advance by the Military Technician concerned through Supervisory channels to the HRO for approval. If the request is approved, the advancement of sick leave will be forwarded to the Comptroller.
11. Advancement of sick leave will only be requested after all annual and compensatory leave have been exhausted.
12. The request for advancement of sick leave must contain a medical certificate signed by a licensed medical practitioner indicating the Military Technician's prognosis, and the expected date of return to full time work.
13. A Military Technician will not be advanced sick leave if he/she has a past record of sick leave abuse or if it is reasonably expected that the Military Technician will not return to duty, i.e.; when the Military Technician has applied for disability retirement.
14. A Military Technician does not have a vested right to advance sick leave, regardless of the circumstances.
15. For sick leave taken in conjunction with the Family and Medical Leave Act provisions see Section 9.9.
16. When sickness occurs during a period of annual leave of an Employee, the period of illness may be charged as sick leave and the charge against annual leave reduced accordingly. Application for such substitution of sick leave for annual leave will be made promptly and may be supported by a medical certificate or other evidence determined to be acceptable.

SECTION 9.3 – COMPENSATORY TIME

1. Compensatory time is time off which will be given to Military Technicians for time spent by them in irregular, voluntary, or mission directed (involuntary) overtime work.
2. Technicians shall be granted an amount of compensatory time off from their scheduled tour of duty equal to the amount of any time spent by them in overtime work, and shall not be entitled to monetary compensation for such work.
3. All compensatory time earned will be recorded on appropriate Time and Attendance Records.
4. Compensatory time earned must be used within twenty-six (26) pay periods from the pay period in which it was earned. There are no provisions for restoration of compensatory time after 26 pay periods.
5. It is the Military Technician's responsibility, in coordination with the first line Supervisor, to schedule the use of earned compensatory time.

SECTION 9.4 – LEAVE WITHOUT PAY

1. When it is determined that it is in the best interest of the Agency, leave without pay may be granted upon request, subject to approval by the Employer, for the purpose of:
 - a. Serving on a temporary basis as an officer, Military Technician, or representative of the Labor Organization.
 - b. Serving on Active Duty.
 - c. Attending job-related training while on military orders.

- d. Recovery from illness when sick leave has been exhausted or where there is insufficient accrued leave and the Employee is authorized to be absent from work due to illness, injury, pregnancy, or medical confinement.
- e. Personal emergencies.
- f. Serving a suspension stemming from Employer initiated Adverse Disciplinary Actions.

2. Requests for extensions may be submitted up to 60 days prior to the expiration of the period of leave without pay.

3. A determination on such requests will be made no later than 30 days prior to the expiration date.

SECTION 9.5 – EXCUSED ABSENCES

1. The intent of excused absence is for authorized brief absence from duty without loss of pay and without charge to other paid leave.

2. The Adjutant General, or his designee, is the authority to grant or disapprove requests for excused absences.

3. Excused absence may be granted to Military Technicians as follows:

- a. To comply with a Physical Examination directed by the Employer.

- b. To attend a Veterans Administration (VA) Appointment that meets the following criteria:

- (1) The medical appointment must be at a VA facility.

- (2) The medical appointment must be related to a Title 10 or Title 32 military operation related injury/condition received as a result of service in the Armed Forces of the United States.

- (3) Written documentation of the appointment accompanies the OPM Form SF-71 Leave Request for excused leave.

- (4) Each request for excused absence must be submitted separately.

- c. To vote or register in civic elections or in civic referendums which directly affect the town, ward, precinct, district, parish, or State in which the Military Technician's home-of-record is located.

- (1) A Military Technician may be excused from duty up to three hours after the polls open, or to leave work three hours before the polls close, whichever results in the lesser amount of time off.

- d. To volunteer as blood or apheresis (i.e., plasma) donor, without compensation, to the American Red Cross, to military hospitals, or other blood banks, or in response to emergency calls for needy individuals or national catastrophes.

- (1) Military Technicians may be authorized a maximum of one-half day excused absence for blood donations.

- (2) This excused absence is authorized once every sixty days and is for the express purpose of donating blood or blood products and recuperation.

- (3) Any leave granted must be utilized at the time of the donation and may not be taken at a later date.

(4). A longer period may be authorized only when required for donor recuperation purposes.

e. To review their personnel records located at HRO or to fulfill administrative responsibilities in connection with transfers or separations within the National Guard.

(1) This excused absence will be approved by the Employer or designated representative (immediate Supervisor).

(2) The time and date of the personnel action will be coordinated with HRO.

(3) Review of personnel records will not exceed six hours review time on an annual basis for any Military Technician.

(4) Travel time will be authorized and excluded from the time allotted for the excused absence.

f. To represent Employee organizations. Representative leave hours shall be reported by three separate categories. The categories are negotiations, grievance and appeals, and on-going labor and management committees. Absence charged as representative leave may be subject to the provisions of local negotiated agreements and/or Supervisory approval.

SECTION 9.6 – MILITARY LEAVE (TITLE 5 U.S.C. SECTION 6323)

1. Upon volunteering or being ordered to perform military active duty, inactive-duty training (as defined in Title 32 U.S.C. Section 101), funeral honors duty (as described in section Title 10 U.S.C. Section 12503 and Title 32 U.S.C. Section 115), or engaging in training under Title 32 U.S.C Sections 502–505, of any kind, a permanent or temporary indefinite Technician may use accrued Military Leave for the performance of such duty.

2. Military Technicians may use accrued annual leave, compensatory leave, or leave without pay prior to using accrued military leave.

3. Military leave is chargeable on an hourly basis. No charge is made for non-workdays and holidays.

4. Leave accrues at the rate of 120 hours, or 15 days, per fiscal year and, to the extent that it is not used in a fiscal year, accumulates 120 hours, or 15 days, for use in the succeeding fiscal year, not to exceed 240 hours, or 30 days, of accrued military leave in any one fiscal year.

SECTION 9.7 – CONTINGENCY AND LAW ENFORCEMENT LEAVE (TITLE 5 U.S.C. SECTION 6323)

1. Military Technicians who have been called to active duty in support of a contingency operation to provide military aid to enforce the law or assistance to civil authorities in protection or saving of life or the prevention of injury, as defined in Title 10 U.S.C. Section 101(a)(13), are entitled to an additional 176 hours, or 22 days, of military leave each calendar year.

2. While performing such duty, the individual will receive both military pay and civilian pay for the 22 days. Unlike the 120 hours of military leave for active duty, the Military Technician is not authorized to retain both payments for the additional 22 days of military leave.

3. Under the provisions of Title 5 U.S.C. Section 5519, referred to as the offset rule, an Employee's Military Technician pay is reduced by the amount (other than travel, transportation, or per diem allowance) received by the Employee for military service while in a Law Enforcement Leave (LEL) status. In other words, full military pay is received, but the offset rules require a crediting of the military pay against civilian pay, thus, reducing the Employee's civilian pay. Technician pay is not reduced for military pay received for service on non-workdays. A copy of the Active Duty orders and a certificate of

attendance must be provided to the Customer Service Representative with the Time and Attendance Records.

4. The carryover of all or a portion of the 22 workdays is not permitted.

**SECTION 9.8 – MILITARY LEAVE FOR UNPAID OCONUS TITLE 10 ACTIVE DUTY
(TITLE 5 U.S.C. SECTION 6323)**

1. In addition to the Military Leave described in Section 9.6 and 9.7 of this Article, Military Technicians are entitled to use an extra 44-days of military leave in a calendar year without loss of or reduction in pay, leave to which otherwise entitled, credit for time or service, or performance efficiency rating for days in which serving on active duty without pay.

2. The active duty must be performed under Title 10 U.S.C. 12301(b) or 12301(d) for participation in operations outside the contiguous United States, its territories and possessions.

3. The 44-day leave is converted into three hundred and fifty two (352) hours and charged in units of hours on the same basis as annual and sick leave. Holidays and non-workdays are not charged. Employees may also use annual leave, compensatory time, or leave without pay in conjunction with the 44-day leave.

4. The entitlement is on a calendar year basis. There is no entitlement to carry over any unused military leave from one year to the next.

5. While on 44-day military leave, Technicians receive their Technician pay for time they would otherwise be in a paid Technician duty status.

6. Members are entitled to military retirement points and all medical benefits typical of active service while on active military duty in a non-pay status.

7. Technicians must elect prior to deployment the period during which they will use the 44-day military leave and other appropriate leave.

8. The National Defense Authorization Act for FY 2005 amended the law by eliminating language that had previously limited the use of the leave “during a war or national emergency declared by the President or Congress,” and thus provided new policy for usage of the 44-day military leave provision, effective 28 October 2004.

SECTION 9.9 – FAMILY AND MEDICAL LEAVE ACT & FAMILY FRIENDLY LEAVE ACT

1. In accordance with the Family and Medical Leave Act of 1993 (FMLA), Title 5 U.S.C. Section 6311, and other applicable regulations and laws, an eligible Technician is entitled to use a total of 104 hours of sick leave each leave year or 12 administrative workweeks of unpaid leave, consecutively, during any 12-month period for one or more of the following reasons:

- a. The birth of a son or daughter of the Technician and the care of such son or daughter or spouse.
- b. The placement of a son or daughter with the Technician for adoption or foster care.
- c. The care of a spouse, son, daughter or parent of the Technician, who have a serious health condition.
- d. A serious health condition of the Technician that makes the Technician unable to perform the essential functions of his or her position.

e. Make arrangements necessitated by the death of a family member or attend the funeral of a family member.

f. The Family Friendly Leave Act defines family members as:

(1) Spouses and parents thereof.

(2) Children, including adopted children and spouses thereof.

(3) Parents.

(4) Brothers and sisters, and spouses thereof.

(5) Any individual related by blood or affinity whose close association with the Technician is the equivalent of a family relationship.

2. A Military Technician shall take only the amount of family and medical leave necessary to manage the circumstance that prompted the need for leave.

3. Military Technicians may substitute appropriate paid leave for any or all of the period of time taken for the above purposes. In the event the Military Technician elects to do so, he or she should notify their Supervisor, in writing, at least 2 weeks prior to the date such paid time off commences. If the Military Technician is in a LWOP status when the request is made the Supervisor will return the Military Technician to duty. The Military Technician will then be placed in the appropriate leave status consistent with the current law and regulations governing the granting of annual leave, sick leave, etc.

4. All requests for leave under this entitlement shall include a memorandum stating circumstances that prompted the need for leave and a medical certificate from the health care provider to include the date the serious health condition commenced; the probable duration of the condition; and the appropriate health facts within the knowledge of the health provider as to the Technician's condition or the need for the Technician to be with his family.

5. Authority to grant Family and Medical Leave is delegated to the first level Supervisor. The Supervisor is responsible for maintaining documentation on leave approved and reporting annually to the LANG-J1-HL using the appropriate forms.

SECTION 9.10 – BONE MARROW/ORGAN DONATION

1. The Organ Donor Act currently allows Federal Employees seven (7) days paid leave to serve as a bone marrow donor and thirty (30) days paid leave to serve as an organ donor in a calendar year.

2. For timekeeper purposes absences under this Section will be recorded as Administrative Leave.

SECTION 9.11 – FUNERAL LEAVE (TITLE 5 U.S.C. SECTION 6326)

1. Funeral leave is granted to allow a Military Technician to make arrangements for, or to attend, the funeral or memorial service for an immediate relative who died as a result of wounds, disease, or injury incurred while serving as a member of the Armed Forces of the United States in a combat zone.

2. Federal Law requires an Activity to grant an Employee funeral leave as is needed and requested, not to exceed 3 workdays, without loss of or reduction in pay, leave to which he or she is otherwise entitled, or credit for time or service, and without adversely affecting his or her performance or efficiency rating.

3. The 3 days need not be consecutive, but if not, the Employee shall furnish the Supervisor satisfactory reasons justifying a grant of funeral leave for nonconsecutive days.

4. Combat zone means those areas determined by the President under the authority of Title 26 U.S.C. Section 112.

5. An Activity may grant funeral leave only from a prescribed tour of duty, including regularly scheduled overtime. Immediate relatives are the following relatives of the deceased member of the Armed Forces:

- a. Spouse and his or her parents.
- b. Children, including adopted children, and their spouses.
- c. Parents.
- d. Brothers and sisters, and their spouses.
- e. Any person related by blood or affinity whose close association with the deceased was the equivalent of a family relationship.

6. For timekeeper purposes absences under this Section will be recorded as Administrative Leave.

SECTION 9.12 – MILITARY FUNERALS (TITLE 32 U.S.C. SECTION 115)

Use of Military Technicians

1. Military Technicians may be used in a Technician status to administer, plan, train, and prepare military funeral honor details for performance of funeral honors. Military Technicians may volunteer to perform military funeral honors but must be placed in an inactive duty training status, state active duty status or administrative leave status. Military Technicians on inactive duty training status or state active duty status must be placed in an appropriate leave status. The following leave status may apply: annual leave, compensatory leave, leave without pay or military leave.

Funeral Honors Duty Status while on Inactive Duty Training

2. When Military Technicians perform military funeral honors as part of a detail, they must be placed in an inactive duty training status for retirement credit only. To receive a retirement point credit, the Technician may use additional UTA training days to perform funeral honors. In order to receive the retirement point credit, the Technician must be in a "funeral honors duty" status for a period of at least 2 hours. Performance of funeral honors duty may not be performed by Technicians who are on military active duty under the provision of Title 32 U.S.C. Section 502(f), or on a regularly scheduled inactive duty training period.

Funeral Honors Duty Status While on Administrative Leave

3. Military Technicians may perform military funeral honors duty while in an administrative leave (excused absence) status.

- a. Administrative leave for the purpose of military funeral honors may be granted to cover each period of travel to and from the burial site, and the performance of funeral honors. The number of instances of administrative leave granted for funeral honors duty will be determined by The Adjutant General, utilizing the standards in 5 CFR, 610, Subpart C.
- b. Military Technicians on administrative leave and in a funeral honors duty status may be reimbursed for travel and transportation incurred, if such duty is performed at a location 50 miles or more from the members residence.
- c. Military Technicians may perform military funeral honors duty and collect the Federal \$50.00 stipend while in an annual leave, compensatory leave, or LWOP status. To receive the stipend the Technician must be in a funeral honors duty status for a period of at least 2 hours.

Funeral Honors Duty Status While on State Active Duty

4. Military Technicians may be granted administrative leave, annual leave, compensatory leave, or LWOP, to perform military funeral honors duty while in a state active duty status.
 - a. The number of instances of administrative leave granted for funeral honors duty will be determined by The Adjutant General. Retirement credit is not available to Technicians performing military funeral honors in state active duty status.
 - b. Administrative leave for this purpose may only be granted to cover each period of travel to and from the burial site, and the performance of the funeral honors.
 - c. The Federal \$50.00 stipend, travel and transportation reimbursement, and retirement point credit is not available to Technicians performing military funeral honors in state active duty status.

SECTION 9.13 – CONFERENCE OR CONVENTIONS

1. A Military Technician may be granted administrative leave to attend a conference or convention when in the best interest of the Louisiana National Guard and it is approved by the Employer.
2. Excused absence is not applicable when attendance is in a military status (pay or non-pay); in such cases, military and/or annual leave would be appropriate.

SECTION 9.14 – VOLUNTARY LEAVE TRANSFER PROGRAM

1. The Voluntary Leave Transfer provides that the accrued annual leave of one or more Employees may be transferred for use by another Employee needing such leave because of a medical condition and/or emergency.

Background

The "Federal Employees Leave Sharing Amendments Act of 1993," P.L. 103-103 (reference (e)), made permanent the voluntary leave transfer and voluntary leave bank programs. The Act requires all agencies to operate a leave transfer program, allows all agencies to establish leave banks at any time, permits Employees to participate in both programs, eliminates the requirement to count any advanced leave an Employee may have when determining whether the Employee qualifies to be a leave recipient, and permits leave recipients who exhaust transferred leave to use leave accrued while in a transferred leave status. The Act took effect on February 5, 1994.

Voluntary Leave Transfer Program

2. In accordance with 5 C.F.R. 630.901 et seq. (reference (l)), federal Employees may donate annual leave to other Employees who need leave because of a medical emergency.
3. Medical emergency used herein is defined as a medical condition of an Employee or a family member of an Employee (as defined in 5 C.F.R. 630.902) (reference (l)) that may require an Employee's absence from duty for a prolonged period of time and result in a substantial loss of income to the Employee because of the unavailability of paid leave.
4. Interagency leave transfer is mandatory if any of the following conditions are met:
 - a. If a family member of a leave recipient is employed by another Agency and requests the transfer of annual leave to the leave recipient.

- b. If, in the judgment of the leave recipient's employing Agency, the amount of annual leave transferred from leave donors employed by the leave recipient's employing Agency may not be sufficient to meet the needs of the leave recipient.
 - c. If, in the judgment of the leave recipient's employing Agency, acceptance of leave transferred from another Agency would further the purpose of the Voluntary Leave Transfer Program (5 C.F.R. 630.906(f) (reference (I))).
5. Leave donors may not contribute to an immediate Supervisor.
6. The annual leave donated must be accrued and available at the date of donation.
7. The maximum amount of annual leave that may be donated during the leave year shall be the lesser of:
- a. One-half of the amount of annual leave the donor would be entitled to accrue during the leave year in which the donation is made; or
 - b. The number of hours remaining in the leave year (as of the date of the transfer) for which the leave donor is scheduled to work and receive pay. These limitations may be waived according to the Agency's established written criteria. The waivers shall be documented in writing.
8. The recipient only for the documented medical emergency may use the donated leave.
9. Donated leave may not be used for any purpose other than prolonged absences caused by medical conditions/emergencies.
10. The law provides that a leave recipient shall earn annual and sick leave while using donated leave, but only up to 40 hours of each, which are placed in separate accounts for use after the recipient exhausts all donated leave or the medical emergency ends.
11. An Employee may use any annual or sick leave accrued while in a shared leave status if the medical emergency continues after the leave recipient exhausts all transferred leave.
12. Leave accruals for Employees who use donated leave intermittently shall be prorated between the regular leave accounts and the separate leave accounts until the maximum accrual is reached or termination of the emergency.
13. Accruals are prorated based on the number of hours of donated leave used within the pay period.
14. Upon termination of the medical emergency, the unused donated leave shall be transferred pro rata back to each donor (5 C.F.R. 630.911) (reference (I)).
15. Each donor has an election as to how the leave is to be reaccredited from the following options:
- a. Crediting the donated annual leave to the donor's annual leave account in the current leave year;
 - b. Crediting the donated annual leave to the donor's annual leave account effective as of the first day of the first leave year beginning after the date of election; or
 - c. Donating such leave in whole or part to another leave recipient.
16. The civilian payroll office shall process all leave balances, restore unused balances and track the identified civilian payroll office cost.

SECTION 9.15 – ADMINISTRATIVE LEAVE AND DISMISSALS

1. When Employees are prevented from coming to work or the Employer authorizes the shut-down or closure of an Activity in a unit because of weather conditions, emergency situations, or other reasons beyond the control of Management or the Employee, the following criteria shall govern the status of the affected Military Technician:

- (1) If the Military Technician is on duty and excused, there is no charge to leave for remaining hours of the work schedule following dismissal.
- (2) If the Military Technician is on duty and departed on leave after official word was received but before the time set for dismissal, leave is charged only from the time the Military Technician departed until the time set for dismissal. Military Technicians will not be permitted to depart before the time set for dismissal without a charge to leave.
- (3) If the Military Technician is scheduled to report for duty after an initial period of leave and dismissal is given before the Military Technician can report, the leave will be charged until the time set for dismissal.
- (4) If the Military Technician is absent on approved leave for the entire work shift, the entire absence is charge to appropriate leave status requested.
- (5) A liberal leave policy will apply during weather or emergency conditions which preclude significant numbers of Military Technicians from reporting to work.

2. All Military Technicians are to presume that the installation will be operational each regular work day regardless of weather or other emergency conditions.

3. Activity/facility Supervisors shall determine, through normal Supervisory channels, if their Activity shall remain open or if it is to be closed based on anticipated or prevailing conditions and Military Technicians dismissed.

SECTION 9.16 – EXCUSED ABSENCE FOR EMPLOYEES RETURNING FROM ACTIVE DUTY UNDER EXECUTIVE ORDER 13223

1. This Section applies to Military Technicians that enter active military duty (voluntarily or involuntarily) in connection with military operations established under Executive Order 13223.

2. Military Technicians will be granted 5 consecutive work days of excused absence, without charge to leave, immediately upon their return to Federal civilian employment.

SECTION 9.17 – COURT LEAVE (TITLE 5 U.S.C. 6322)

1. Employees are authorized court leave with pay when summoned in connection to serve as a juror; or as a witness in a nonofficial capacity on behalf of any party in connection with any judicial proceeding to which the United States, the District of Columbia, or a state or local government is a party.

2. If an Employee is on annual leave when called for jury duty or witness service, court leave shall be substituted. No charge shall be made to annual leave for the court service.

3. An Employee who is under proper summons from a court to serve on a jury should be granted court leave for the entire period, regardless of the number of hours per day or days per week he actually serves on the jury during the period.

4. Jury service for which an Employee is entitled to court leave does not include periods when the Employee is excused or discharged by the court, either for an indefinite period, subject to call by the court or for a definite period in excess of 1 day. Therefore, an Employee may be required to return to duty or be

charged annual leave if excused from jury service for 1 day or even a substantial part of a day. The Employee may not, however, be required to return to duty if it would cause a hardship.

5. When an Employee is called for court service (as a witness or juror), the court order, subpoena, or summons, if one was issued, must be presented to the Supervisor as far in advance as possible.

6. The Employee cannot retain fees received for jury duty and witness service performed.

7. The Employee must submit fees received for jury or witness service by money order or personal check to the employing Activity. A certificate of attendance from the clerk of the court must also be submitted. The certificate shows inclusive dates of jury duty or witness service and amount of fees the court paid to the Employee. The certificate of attendance separately should identify fees and allowances.

8. Fees received by the Employee are collected while allowances are not collected. If the certificate of attendance does not identify allowances separately, all moneys are considered fees and shall be collected.

9. The Employee may keep reimbursements for expenses received from the court, authority, or party that caused the Employee to be summoned and may keep fees that exceed the Employee's compensation for the days of service. An Employee serving on a jury in a state or local court who waives or refuses to accept jury fees is still liable to the U.S. Government for the fees he or she would have received.

ARTICLE 10

(TITLE 32 U.S.C. SECTION 709)

MILITARY BEARING

SECTION 10.1 – MILITARY UNIFORM

1. National Guard Technicians, while performing duties as a Military Technician (dual status), will wear the uniform appropriate for the member's grade and component of the armed forces.
2. Military Technicians will adhere to appearance standards as specified in the applicable Air Force or Army regulation, and as designated by the Employer for the nature of their work.
3. Military Technicians will wear the approved uniform combination in the work area and anytime the Military Technician leaves his/her immediate work area during duty hours.
4. Under the following conditions, Military Technicians will not be required to wear the military uniform:
 - a. Military Technicians who are Labor Organization Officials performing representational duties while:
 1. Engaged in Labor-Management negotiations or Labor-Management meetings with The Adjutant General or his representative or while traveling by government surface vehicle to perform this duty.
 2. Attending an official management approved "LMR Seminar" solely as a representative of the Labor Organization and attendance is mutually beneficial to both Labor and Management.
 3. Representing the Labor Organization on committees, hearings, or third party proceedings.
 - b. All Military Technicians when:
 1. Performing representational duties on behalf of the Labor Organization, to include OSHA inspections, investigations of complaints, etc.
 2. Attending meetings with Supervisors and union officials to discuss grievances at the formal stage.
 3. Changing clothes prior to and subsequent to the above situations.

SECTION 10.2 – ISSUE AND REPLACEMENT OF UNIFORMS TO EXCEPTED TECHNICIANS

1. Military Technicians will receive their normal issue of military apparel through their membership in the National Guard.
2. Initial issue and replacements for wear and tear will include any and all items considered part of the uniform, including, but not limited to:
 - a. Outer garments such as shirts, coats, jackets, pants, skirts, etc.
 - b. Undershirts and socks
 - c. Clothing accessories such as ties, gloves, shoes, boots, hats, etc.

- d. Military accessories such as rank insignia (cloth and metal), ribbons, medals, badges, pins, patches, etc.

3. In addition to normal military issue and subject to budgetary constraints, the Employer will provide a total of two (2) additional sets (blouse, pants) of the approved uniform combination, or one (1) set (shirts, pants or skirts) of class B uniforms as applicable to a Technician's duties.

4. Subject to budgetary constraints, all name tags, military rank, and other accouterments required by applicable regulation on the military uniform shall be provided and attached by the Employer at no expense to Bargaining Unit Military Technicians.

5. If, because of budgetary constraints, the Employer cannot provide additional uniforms or sewing services, the Employer will consult with the union and provide an explanation.

6. Uniforms and uniform items will be replaced on a fair wear and tear basis

7. If, for whatever reason, at the time of uniform issue or replacement, a uniform item or items are out of stock, the Military Technician may, at their own expense, purchase the item(s) through an approved military or public retailer. The Technician will then submit the receipt to the Employer for reimbursement using the appropriate form or method.

SECTION 10.3 – MILITARY CUSTOMS AND COURTESIES

1. All military customs and courtesies regarding the wearing of the uniform shall be followed in the performance of duties by dual status Military Technician Personnel.

2. Employees signing documents while performing in a Military Technician status will use their military rank or title except when specified on documents requiring the use of the civilian title or grade.

ARTICLE 11

(TITLE 5 U.S.C. CHAPTER 79)

SAFETY & OCCUPATIONAL HEALTH

SECTION 11.1 – RESPONSIBILITIES

1. It shall be the responsibility of the Employer and Technician to observe all safety precautions and maintain the standard of safety established in accordance with applicable regulations and safety and occupational health policies.
2. The Employer agrees to exert every reasonable effort to provide and maintain a work environment conducive to the safety and well being of all Employees and to provide safety and health training for all Employees in accordance with applicable laws, rules, and regulations.
3. All rules, laws, and regulations pertaining to safety and health shall be on-hand within the Employees work center and will be adhered to by all Employees.
4. Hazardous Tasks will normally be assigned and performed by Employees who have received appropriate briefings, instructions, training or schooling pertinent to the hazardous tasks to be performed.
5. The Union agrees to cooperate in these efforts and encourage Technicians to work in a safe manner and obey established safety policies and directives.
6. Management agrees to consider all recommendations of the Labor Organization relative to basic policy on safety and health.
7. The performance of hazardous tasks shall incorporate all immediately available safety precautions and devices.
8. The cleaning and repair of all protective clothing and equipment contaminated with or by controlled waste material shall be provided by the Employer.
9. The Employer will provided Technicians access to personal hygiene facilities. These will include adequate latrine facilities and filtered drinking water.
10. Management will supply each work area with adequate first aid supplies as determined by the appropriate authority.

SECTION 11.2 – HEALTH SERVICES

1. It is of infinite benefit to the Employer to have Employees in top physical and mental condition. Therefore, an Occupational Health Services and Preventive Medicine Program shall be established and maintained by the Employer, as provided for in 5 U.S.C. Chapter 79 and other applicable laws, rules and regulations.
2. A health service program is limited to:
 - a. Treatment of on-the-job illness and dental conditions requiring emergency attention.
 - b. Pre-employment and other examinations.
 - c. Referral of Employees to private physicians and dentists.
 - d. Preventive programs relating to health.

SECTION 11.3 – SAFETY AND PROTECTIVE CLOTHING/EQUIPMENT

1. The Employer, in accordance with applicable laws and regulations, agrees to provide all appropriate safety and protective clothing, and equipment to Military Technicians during the performance of their assigned duties.
2. It is acknowledged that certain tasks performed involve a degree of hazard. The Employer agrees to fully evaluate the need for protective clothing and equipment in performing hazardous work, and, if deemed necessary, to provide the Technician with the appropriate clothing or protective equipment.
3. When a Military Technician's assigned duties require working in a hazardous workplace or with hazardous materials, that Technician is required to wear the provided personal protective equipment (PPE).
4. Fully operational protective clothing and equipment shall be provided, at no cost, to the Technician.
5. A Military Technician who, after evaluation from an optometrist, is required to wear prescription eyeglasses and is required to wear these eyeglasses in order to safely accomplish their assigned duties, may provide their prescription to the Employer who will then provide the Technician with one pair of prescription safety glasses at no personal expense to the Technician, but not to exceed the amount allotted by the Occupational Safety and Health Nurse's budget. Technicians will be responsible for paying any amount which exceeds the allowance provided by the Employer.
6. Adequate time will be given to change in and out of protective clothing.
7. Management will also ensure that Employees are properly trained in the use of all equipment and devices.
8. Should a Technician's work uniform become contaminated or excessively soiled with hazardous materials as determined by material safety data sheets (MSDS) and determined to be hazardous or unserviceable by the HAZMAT representative at each unit/facility, that uniform will be replaced on a fair wear and tear basis and disposed of in accordance with the applicable MSDS procedures.

FOOT PROTECTION

9. Technicians will be issued, or be reimbursed the cost of, protective footwear that conforms to OSHA standards as outlined in 29 CFR 1915.156. The reimbursable amount may not exceed the amount allotted by the Occupational Safety and Health Nurse's budget. Technicians will be responsible for paying any amount which exceeds the allowance provided by the Employer.
10. Protective footwear shall comply with ANSI Z41-1991, "American National Standard for Personal Protection-Protective Footwear," which is incorporated by reference, as specified in 29 CFR 1915.5, or shall be demonstrated by the Employer to be equally as effective.

SECTION 11.4 – PROCEDURE FOR UNSAFE/HAZARDOUS ASSIGNMENTS

1. Management will give full consideration to the need to adhere to established safety directives in the assignment of work.
2. Should a Technician observe or believe a work assignment is unsafe or involves a potential hazard to their health, the Technician should report the circumstances to management and the Labor Organization immediately.
3. Any person may report an unsafe or hazardous condition or one that places an Employee in imminent danger.

4. Upon receiving such a report, the Employer will insure the work is being performed in accordance with the proper procedures and safety directives or, in the case of imminent danger, immediately cease the work process until the appropriate safety procedures and directives are affected to assure the safety of the Technician.

5. The Employee may decline to perform assigned tasks due to imminent risk of death or serious bodily harm until those risks are mitigated through appropriate safety precautions.

SECTION 11.5 – TECHNICIANS FREE FROM REPRISALS

1. Technicians who file a safety complaint or who request OSHA to inspect a facility shall be free from reprisals, disciplinary action, or harassment because of a request or complaint.

SECTION 11.6 – CLOTHING CHANGE DURING DUTY HOURS

1. When clothing being worn by a Technician has become impregnated with fuels, acids, or any other contaminants, which may create a hazard to the wearer, the Technician will be permitted to change clothing.

2. In cases where the Technician does not have a spare uniform readily available and/or adequate hygienic facilities are unavailable at the worksite/work-section, excused absence, based on the time necessary to change clothing or the need for a Technician to return to his residence to change his/her clothing, shall be granted to the Technician by the Employer or designated representative.

SECTION 11.7 – WORKERS' COMPENSATION ENTITLEMENTS

1. It is the Employer's responsibility to advise, orient and assist Technicians regarding entitlement to medical and loss-of-pay benefits for injuries or illnesses that occur which are job related.

2. It is the Technician's responsibility to report any injury or illness that he/she feels may be job related to the Supervisor immediately after the occurrence.

3. When an Employee sustains a job related injury he/she must do the following:

- a. Immediately report any work related injury to your Supervisor.
- b. Complete a Form CA-1, Federal Employee Notice of Traumatic Injury & Claim for Continuation of Payment.
- c. If your injury requires medical treatment, obtain a CA-16, Authorization for Examination and/or Treatment. Ensure your Supervisor signs Part A. **Before leaving the medical facility it is important to have the attending physician sign Part B of the CA-16.** This will constitute payment of bills for that injury.
- d. Return to work upon release by the physician. If the physician places you on bed rest, you must obtain written notification to provide to your Supervisor. You are entitled to 45 days continuation of pay (COP) to be used ONLY when the physician says you cannot work.
- e. The Employee must file a CA-7 (Claim for Workman's Compensation), if the Employee will be out of work for more than forty-five (45) days due to his/her injuries.
- f. Provide all documents to your Supervisor and he/she will forward them to LANG-J1-HT. It is important to ensure good communication between you & your Supervisor regarding your injury & progress.

g. If you require further assistance please contact one of the following personnel:

Employee Last Name A -L: Human Resource Specialist 225-255-8596
Employee Last Name M-Z: Human Resource Specialist 225-255-8598
Employee Relations Specialist: 225-255-8597

Note: *The phone numbers above are current as of June 2006*

4. The Supervisor is responsible for preparing, maintaining and forwarding accident/injury/on-the-job disease reports in a timely manner and supplying the Employee with copies of the appropriate documents.

5. When an Employee sustains a job related injury, Supervisors must take the following steps:

- a. Will, upon notification of an injury, assist the Employee in the immediate completion of the CA-1.
- b. Ensure that the injured Employee understands steps a thru g above.
- c. Insure all required forms are made readily available.
- d. Supervisors will complete and sign the Supervisors report of the CA-1 Blocks 17 thru 38.
- e. If in doubt about leave requirements for the injured Employee, Contact the Employee Relations Specialist at 225-255-8597.
- f. All required forms are available at www.dol.gov . Look under related forms area.

6. The injured Employee's Supervisor will, as soon as possible, explain to the Employee his/her rights and options under the Federal Employee's Compensations Act.

7. When the Technician is incapacitated and unable to notify the Supervisor of injury or illness, it shall be management's responsibility to initiate the required procedures as soon as they are aware an incident has occurred.

8. In all situations covered by the Federal Employees Compensation Act, the Employer and the Human Resources Office, specifically, are available to provide advice and assistance.

9. Technicians absent due to on-the-job illness or injury will fully cooperate with the Employer in securing interim medical reports concerning the Technician's medical condition.

10. The Technician will have their attending physician provide to the Employer a written prognosis and date for the Technicians return to full, full limited, or light duty (see NGB-J1-TN Memorandum #TN-05-52 titled *Policy for Placing Technicians on Light Duty*).

11. If the treating physician indicates a Technician is physically able to return to work of any kind, and such work is available, the Technician will be notified to report for duty the workday following the physician's determination.

12. Care will be taken by the Employer or designated representative to ensure the duties being performed are in accordance with the restrictions imposed by the physician.

13. A Technician is to be advised that refusing to return to work when ordered could result in overpayment and/or AWOL.

14. Management agrees to obtain transportation to a medical facility (civilian or government) of the Employee's choice or to his home for Employees who incur incapacitating illness or injuries on the job.

SECTION 11.8 – LABOR REPRESENTATIVE ACCOMPANY INSPECTION TEAM

1. A Labor Organization representative will be permitted to accompany any Safety, Occupational Health, or other workplace inspection teams during an evaluation of their unit/facility.
2. A copy of the inspections team's findings and recommendations will be forwarded to the Labor Organization.

SECTION 11.9 – HAZARDOUS MATERIAL TRAINING PROGRAM

1. All personnel who handle, use, or are potentially exposed to hazardous materials in the course of their duties will receive training and information in accordance with applicable laws, directives and policies.
2. Material safety data sheets (MSDS) will be on file and available to Employees exposed to chemical hazards.

SECTION 11.10 – OCCUPATIONAL SAFETY AND HEALTH COUNCIL (OSHC)

1. The Labor Organization will be notified of OSHC issues which involve Employee related occupational safety and health matters.
2. A Labor Organization representative will be present during Employee orientation or at Labor Organization topics of discussion at OSHC meetings.
3. Management and the Union shall each designate a member(s) to serve on the State Safety Council (Both Army and Air).
4. The Chairman shall be a senior management official appointed by the Employer. The Union shall designate one member and an alternate to serve on the Council(s).
5. When State Safety Council studies reveal imminent danger conditions exist, no Employee will be required to work in such areas until the conditions have been eliminated or made safe by adequate protective equipment or devices.
6. No Employee who is, by the nature of the job, required to work in an area identified as a hazardous area, will be required to work alone or without a co-worker at the access to a hazardous confined area.

SECTION 11.11 – OCCUPATIONAL HEALTH AND SAFETY TRAINING

1. Although Employees are basically qualified to perform their duties, the Employer recognizes the need for specific training and update training regarding Occupational Health and Safety to assure Employee safety and a minimum loss of man-hours due to preventable injuries.
2. The Employer will establish training programs to ensure all Employees are informed of safe working habits and practices appropriate to their job.
3. Management will instruct Employees in safe working habits, practices, and procedures in regards to specific job assignments and will insure manuals and regulations relating to safety and health are available to all Employees.
4. Additionally, within resource limitations, all Employees will be furnished Basic First-Aid Instruction every three years, annual Cardio-Pulmonary Resuscitation (CPR) instruction, and Automated External Defibrillator (AED) training as required by their position.
5. Each person who successfully completes a recognized course will receive a certification card.
6. The Employer will provide each Local's safety representative with occupational safety and health

training in accordance with 29 CFR 1960.59. Union representatives who are Employees will be in duty status while attending this training and will receive per diem and travel expenses in accordance with appropriate regulation.

SECTION 11.12 – VIDEO TERMINALS

1. Military Technicians in a position whose assigned duties require the operation of equipment whose primary method of interaction involves looking at a video screen or terminal (i.e., desktop computer terminal, oscilloscope, etc.) for an extended period of time (in excess of four (4) hours) will be allowed a ten (10) minute rest period, or break, for every fifty (50) minute period of continuous work
2. This provision will not apply when operating periods are interrupted by other duties, normal rest periods, or their lunch break.
3. The Technician can voluntarily waive this provision at his/her discretion.
4. Management will provide, upon request and within budget constraints, ultraviolet protection and comfortable, posture protective seating to those Employees who do a substantial amount of computer terminal/typewriter/word processor work.

SECTION 11.13 – PERSONAL CLEAN-UP

1. A reasonable amount of time, not to exceed fifteen (15) minutes, will be allowed before lunch and at the end of the work shift for personal clean-up and personal work area clean-up, not to include common use areas.
2. This will not prevent management from assigning work as necessary.

SECTION 11.14 – PHYSICAL CONDITIONING (5 U.S.C. SECTION 7901)

1. As workload permits, and on a voluntary basis, the Employer may provide thirty (30) minutes, three times per week, to all Employees who are active members of the Louisiana National Guard, for participation in a physical conditioning program.
2. The program will be accomplished on the premises of the host military installation to which the individual is assigned.
3. The program will be accomplished with the intent of maintaining physical standards for the appropriate annual military testing program, which is mandatory for membership in the National Guard and mandatory for employment as a National Guard Military Technician.
4. Technicians cannot be required to undergo an annual military physical fitness test in Technician status, either voluntarily or involuntarily.

SECTION 11.15 – INFECTIOUS AND COMMUNICABLE DISEASES

1. The control of infectious and communicable diseases is the responsibility of all LANG personnel. In order to better provide protective measures, management will do its utmost to insure all first aid kits contain, at a minimum, latex gloves, CPR mouthpieces and an approved germicidal, such as janitorial bleach.
2. These are universal precautions and will be available for immediate use.
3. These methods of control have been established by the National Center for Disease Control.
4. The utmost effort will be made to preserve the confidentiality of personal/personnel medical records, with knowledge limited to personnel with a *bona fide* need to know.

ARTICLE 12

(TITLE 5 U.S.C. CHAPTER 71)

GRIEVANCE & ARBITRATION

SECTION 12.1 – GENERAL

1. The Employer agrees to recognize the importance of settling disagreements and misunderstandings promptly, fairly, and in an orderly manner. Both the Employer and the Union must make a sincere effort to maintain the self respect of the Employee consistent with the principles of good management. To accomplish this, a genuine effort will be made to settle grievances expeditiously and at the lowest level of Supervision.
2. This grievance procedure will be the exclusive method of grievance resolution for all Bargaining Unit Military Technicians.
3. The Military Technician retains the right to request Labor Organization representation in the grievance procedure or to decline such representation. If the Military Technician chooses not to have representation, that waiver must be in writing. The Labor Organization designated representative will be served a copy of this waiver.
4. Regardless of the Employee's representation option, the Labor Organization will be given the opportunity to have a representative present during all grievance proceedings to insure that the adjustments of the grievance are not inconsistent with the terms of this Labor/Management agreement.

SECTION 12.2 – EXCLUSIONS

1. Grievances on the following matters are specifically excluded from the application of these negotiated procedures:
 - a. Any claimed violation of Subchapter III of Chapter 73 of Title 5 (relating to prohibited political activities).
 - b. Retirement, life insurance, or health insurance.
 - c. A suspension or removal under Title 5 U.S.C. Section 7532 (National Security)
 - d. Any examination, certification, or appointment.
 - e. The classification of any position which does not result in the reduction in grade or pay of a Military Technician.

NOTE: This matter may be appealed under other procedures:

- GS Technicians TPR 500 (511.6)
 - WG Technicians TPR 532-1 S7 (532-1)
- f. Actions covered by the statutory appeals procedure Title 32 U.S.C. Section 709(f).
 - g. Termination of a trial period/probationary Military Technician.
 - h. Equal Employment Opportunity complaints.

SECTION 12.3 – REPRESENTATION

1. The Labor Organization is assured the right to represent itself and/or each and any Military Technician in the Bargaining Unit in the presentation and processing of any grievance.

SECTION 12.4 – PROCEDURES

1. The Employer and the Labor Organization agree that this negotiated procedure is the exclusive procedure available to the Labor Organization and the Military Technician(s) in the Bargaining Unit for the processing of any grievance. If an Employee believes they have been affected by a prohibited personnel practice, they may use either the negotiated or statutory procedures.

SECTION 12.5 – TECHNICIAN RIGHTS

1. All Military Technicians have the right to present their grievances to the appropriate management officials for prompt consideration. This procedure provides a means for the prompt and orderly consideration and resolution of Military Technician(s) or Labor Organization grievances. In exercising this right, the Military Technician(s) and the representative will be free from restraint, coercion, discrimination, or reprisal.

SECTION 12.6 – PRESENTING A GRIEVANCE

1. A grievance must be presented using the agreed to grievance form which is included as part of this article.
2. If a Military Technician, or a group of Military Technicians, elects to present their grievance without the assistance of the Labor Organization, adjustments of the grievance will not be inconsistent with the provisions of this agreement.
3. The appropriate Supervisor or Manager involved will notify the Labor Organization of grievance proceedings and inform them of the time and place of such proceedings. The point of contact will be the Local President or his designated representative.

SECTION 12.7 – OFFICIAL TIME

1. Official time, without charge to leave, will be afforded in accordance with the following:
 - a. To the Military Technician to discuss, informally, with his/her first line Supervisor and/or their Labor Organization representative, any dissatisfaction the Military Technician may have.
 - b. To a Labor Organization representative to discuss informally or formally with the appropriate management official any complaint the Labor Organization may have concerning matters under this agreement.
 - c. To the Military Technician and the designated Labor Organization representative for preparing, presenting and processing the grievance.

SECTION 12.8 – GRIEVANCE PROCEDURES

1. A Military Technician grievance must be taken up with the Military Technician's immediate Supervisor within thirty (30) days after the occurrence of the matter generating the grievance or when the Technician should reasonably have been aware of being aggrieved.
2. In cases where the Technician could not reasonably be aware of being aggrieved, the above time limit may be extended up to twelve months with concurrence of the Labor Organization and HRO.
3. The following shall be the exclusive procedures available to management and members of the

Bargaining Unit for resolving grievances (Refer to table 12-1 and 12-2):

a. Employee Grievance Procedures:

PHASE 1 – INFORMAL

(1) The Employee Grievance Procedure must be initiated within thirty (30) days of the situation or knowledge of the situation that gave rise to the grievance.

(2) An Employee must advise his/her Supervisor, either orally or in writing, of their intent to initiate the informal grievance process.

(3) The Supervisor will immediately notify the LANG-J1-HL that an informal grievance has been filed.

(4) The Supervisor will attempt to resolve the grievance through discussions with the grievant, his/her representative (if applicable), and/or anyone else who the Supervisor considers to have information pertinent to the resolution of the matter. However, before any discussion and regardless of whether the Employee wishes to be represented, the Supervisor must notify the Union that a grievance has been filed and provide the Union the opportunity to attend all grievance discussions.

(5) Management must provide the Union the opportunity to attend any and all meetings between an Employee and an Agency official throughout the lifetime of the grievance, regardless of the Employee's want for representation.

(6) If the Employee and immediate Supervisor are unable to reasonably discuss or resolve the matter, the Employee will discuss it with the next level of supervision.

(7) Supervisors at all levels will make a prompt effort to reach an amiable settlement of the grievance at the informal step.

(8) If the grievance is not settled at a certain level of supervision within fifteen (15) days from the time it was received, or if the Employee is not satisfied with the decision reached by a Supervisor, the Employee may proceed to the next level of supervision, until a solution has been reached. If a settlement is not reached by the final level of supervision, the Employee may, within fifteen (15) days, proceed to the Alternative Dispute Resolution (ADR) process, or to Step 2 Formal Procedures.

(9) If ADR is elected, and the grievance is still not settled through the ADR process, the aggrieved party may, within fifteen (15) days, proceed to Phase 2.

PHASE 2 – FORMAL

(1) If the aggrieved party is dissatisfied with the decision reached through the Phase 1 Informal procedure or ADR, the grievance will be submitted in a formal letter to both The Adjutant General and the Union representative. The grievance will be appropriately identified as such in the letter to The Adjutant General, and will contain the following as a minimum.

(a) Name, grade, and work location of the Employee

(b) Details of the grievance

(c) Corrective action desired

(2) The Adjutant General, or his designated representative, will attempt to equitably resolve the grievance with the aggrieved party. If the grievance is not settled within twenty (20) days, The

Adjutant General's will issue his decision, in writing, to the aggrieved party, the Union, and the Employee's representatives (if one has been designated).

(3) If the Employee is not satisfied with The Adjutant General's decision, the Employee may, within fifteen (15) days, request a meeting with The Adjutant General or proceed to Phase 3.

PHASE 3 – EXAMINER ACTION

(1) If the aggrieved party is not satisfied with the decision of The Adjutant General, he/she may, within fifteen (15) days of The Adjutant General's decision, submit the grievance to an Impartial Grievance Hearing Examiner. The Examiner will establish a grievance file which will be considered to be the official record of the grievance proceedings and will contain all documents relating to the grievance including:

- (a) Statements of witnesses
- (b) Records (originals or copies)
- (c) Reports of any personal interviews or group meetings
- (d) The record of the hearing if a hearing is held
- (e) The Examiner's report of finding and recommendations
- (f) A copy of the grievance decision

(2) The Grievance Hearing Examiner will conduct an inquiry of a nature and scope appropriate to the issues involved in the grievance. At the Examiner's discretion, the inquiry may consist of:

- (a) The securing of documentary evidence
- (b) Personal interviews
- (c) A group meeting
- (d) A hearing
- (e) Any combination of (a) through (d) above

(3) The date of the proceedings by the Examiner will be approved by both parties and/or their representatives.

(4) When the Examiner has completed his inquiry, he/she will make all documents in the grievance file available to the grievant, the Union, and the Employee's representative (if applicable) for review and comment. The Examiner's comments, if any, will be included in the file.

(5) Within fifteen (15) days after the grievant and his representative have been given an opportunity to review the grievance file, the Examiner's report of findings and recommendations will be included in the grievance file and submitted to The Adjutant General. The Adjutant General will notify the grievant of his final decision, in writing, within fifteen (15) days of the Examiner's report. Copies will be furnished to the Union, the grievant representative, and each Supervisor concerned.

SECTION 12.9 – LABOR ORGANIZATION GRIEVANCE

1. A Labor Organization initiated grievance will name the lowest level Supervisor who has the authority to remedy the aggrieved condition as the respondent, unless the grievance is against the HRO or The Adjutant General, who will then be named as the respondent.
2. The Union President, or his designated representative, may file a grievance as outlined in this Article with the Supervisor at the lowest level who has the authority to remedy the aggrieved condition. Time limits declared in this Article also apply to Union grievance procedures.
3. The following procedures will be utilized for all Labor Organization grievances:

INFORMAL UNION GRIEVANCE PROCESS

- a. The Labor Organization agrees to consider an attempt to informally resolve the grievance at an appropriate level prior to formal presentation.
- b. If a settlement cannot be agreed to under the informal grievance process, then the formal grievance procedure will be utilized.

FORMAL UNION GRIEVANCE PROCESS

- a. The grievance will be prepared in writing and submitted to the named respondent utilizing the agreed-to form.
- b. The event(s) leading to the grievance may be discussed at the time the grievance is presented.
- c. If The Adjutant General is the respondent, the decision will be served to the State Chairman.
- d. The appropriate respondent will provide a written decision within fifteen (15) days to the Labor Organization Local President.
- e. If the Labor Organization is dissatisfied with the decision, a written grievance and attachments will be submitted to The Adjutant General within fifteen (15) days.
- f. The Labor Organization will be provided a written decision within fifteen (15) days.
- g. If The Adjutant General does not sustain the grievance, a reason in writing will be provided to the Labor Organization.

SECTION 12.10 – RIGHT TO INFORMATION

1. If, due to a grievance denial, arbitration is invoked by either party, all documents, reports and evidence relied on will be exchanged by both parties in a final effort to resolve the grievance prior to the scheduled arbitration. All information will be considered privileged and confidential and will not be used for any other purpose except for invoking arbitration.

SECTION 12.11 – ARBITRATION

1. Arbitration may be used to settle any unresolved grievance.
2. Any grievance, which is not resolved under the formal procedure, shall be subject to binding arbitration, which may be invoked by either the Union or the Agency.
3. Only the Labor Organization or the Employer may invoke the provisions of this section.

4. Within thirty (30) days after The Adjutant General issues his final decision concerning a grievance, the Labor Organization or the Employer should provide written notification to the other party informing them that the grievance has been submitted for arbitration.

5. If either party questions whether the matter is subject to arbitration because of alleged conflict with applicable existing law or circumstances, the Arbitrator will simultaneously hear the question of whether the matter is subject to arbitration and the merit(s) of the case. The Arbitrator will then rule on the question of whether the matter is subject to arbitration and when applicable, the subsequent question(s) on the merit of the case.

6. If The Adjutant General desires arbitration, the Local President, or his designee, will be so notified in writing within thirty (30) days after receipt of the final decision rendered under the formal procedure.

SECTION 12.12 – ARBITRATOR SELECTION

1. The party invoking arbitration will request from the Federal Mediation and Conciliation Service a list of seven (7) impartial persons qualified to serve as arbitrators. A copy of the request will be provided to the other party as notification of arbitration.

2. Within ten (10) days of receiving the list, both parties shall meet to select an arbitrator. If agreement cannot be reached regarding the selection of an arbitrator, then the parties will alternately strike the name from the list until only one (1) name remains. The individual's name remaining will be duly selected to hear the grievance.

3. If either party fails to participate in the selection process, the arbitration action will proceed with the requesting party accomplishing the selection. The parties agree that if the selected arbitrator is unavailable to hear the grievance within forty five (45) days the parties may select a new arbitrator using the above procedures.

4. Arbitration will normally be conducted during duty hours at a convenient location to accommodate the maximum number of participants.

5. Any participant who is scheduled for a shift other than the day shift may request to change shifts so that he or she may attend. Mission requirements permitting, such requests will not unreasonably be denied.

6. Employees involved shall attend without loss of pay or leave.

7. Overtime will not be permitted.

8. The parties may mutually agree on and request that the arbitrator use one of the following processes: an inquiry, mini-arbitration, or a hearing.

- a. A stipulation of facts to the Arbitrator can be used where both parties agree to the facts of the issue and a hearing would serve no purpose. In this case, all facts, data, documentation, etc., are jointly submitted to the Arbitrator with a request for a decision based upon the facts presented.
- b. An Arbitrator inquiry can be used when a formal hearing would serve no purpose. In this case, the Arbitrator would make such inquiries as he or she deemed necessary (e.g., inspecting work sites, taking statements).
- c. An arbitration hearing can be used when a formal hearing is necessary to develop and establish the facts relevant to the issue. In this case, a formal hearing is convened and conducted by the Arbitrator.
- d. Mini-arbitration can be used to expedite the resolution of the grievance. In this case, the Arbitrator would make such inquiries as he or she deemed necessary, prepare a brief summary of the facts

and render an on-the-spot decision without an opinion.

9. The parties may direct the Arbitrator to simplify or eliminate the opinion when using the process in (a), (b) or (c) above.

10. The Arbitrator will have the authority to interpret and define the explicit terms of this agreement, Agency policy, etc., as necessary to render a decision. The Arbitrator shall have no authority to add to or modify any terms of this agreement or Agency policy.

SECTION 12.13 – ARBITRATION EXPENSES

1. All fees, per diem and expenses of the arbitrator and FMCS fees shall be borne by the non-prevailing party.

SECTION 12.14 – ARBITRATION DECISION

1. The arbitrator is requested by both parties to render a decision as quickly as possible, but in any event, no later than sixty (60) days after the conclusion of the hearings or receipt of any required briefs and transcripts.

2. Within ten (10) days after receipt of the Arbitrator's decision, the parties to the arbitration will notify one another in writing of whether or not they are filing for an exception with the Federal Labor Relations Authority (FLRA) in accordance with council procedures. An exception to the Arbitrator's decision must be filed within thirty (30) days from the date the award is served on the parties.

3. If no exception is filed, the Arbitrator's decision and remedy shall be final and binding, and will be effected immediately.

SECTION 12.15 – FLRA EXCEPTIONS

1. The parties understand the Federal Labor Relations Authority (FLRA) has promulgated regulations providing for filing of exceptions to an arbitrator's award. The period for filing exceptions is not later than thirty (30) days from the date the award is served on the parties. The date of service is the date the arbitrator award is deposited in the US Mail or is delivered in person. It is understood that if no exceptions to an award are filed during this thirty (30) day period, the award shall be final and binding, effective on the thirty first (31st) day.

SECTION 12.16 – COMPLIANCE

1. The Adjutant General's final decision, along with the recommendation of the arbitrator, shall be provided to all parties as soon as practical.

SECTION 12.17 – TIME LIMITS

1. Failure of either party to observe the time limits in this Article will automatically permit the grievant to advance to the next step of the grievance procedure.

2. Failure of the grievant to observe the time limits will terminate the grievance, except that all time limits provided in this Article may be extended by mutual agreement.

SECTION 12.18 – GRIEVANCE FILE

1. When a Military Technician submits a grievance in writing, a copy will be forwarded by the Supervisor to LANG-J1-HL.

2. A grievance file will be established and the record copy maintained by LANG-J1-HL.

3. The file is an independent file, separate and distinct from the Official Personnel Folder maintained by LANG-J1-HL. It will contain all information necessary for a clear understanding of the case, including, as a minimum, the following:

- a. The written grievance.
- b. Any record memorandums prepared following discussions.
- c. The Adjutant General's decision.

4. After resolution or final decision of the grievance, the file will be retained by LANG-J1-HL for a period not to exceed two years. This file will not be utilized for any capricious act against the grievant or any Military Technician named in the grievance.

SECTION 12.19 – WITHDRAWING OF GRIEVANCES

1. Grievances will be terminated by the Employer for the following reasons:

- a. At the request of the Employee or Employees concerned.
- b. Upon termination of the Employee's employment, unless the personal relief sought may be granted after termination of employment.
- c. Upon death of the Employee, unless some benefit may be derived by his/her dependents.
- d. For failure to prosecute, if the Employee does not furnish required information and duly proceed with the advancement of his/her grievance.

SECTION 12.20 - REPRISALS

1. There will be no reprisal against a Military Technician because they exercised or expressed an intention to exercise any of their rights as listed in this article.

TABLE 12-1**GRIEVANCE PROCEDURES**

THE ADJUTANT GENERAL OF LA/LIUNA CONTRACT AGREEMENT, ARTICLE 12

| PHASE | STEP | IF | THEN | ACTION TIME FRAME |
|----------------|-----------|--|--|---|
| PHASE 1 | 1 | Grievance Occurs | Within 30 days of grievance discovery Employee informs his immediate Supervisor of the grievance orally or in writing and requests informal resolution | Supervisor replies within 15 days. |
| | 2 | No resolution is reached in Step 1 | Within 15 days of immediate Supervisor reply the Employee seeks resolution from 2 nd level Supervisor | Supervisor replies within 15 days |
| | 3 | No resolution is reached in Step 2 | Within 15 days of 2 nd level Supervisor reply the Employee seeks resolution from third level Supervisor | Supervisor replies within 15 days |
| | 4 | No resolution is reached in Step 3 | Within 15 days of 3 rd level Supervisor reply the Employee seeks resolution from fourth level Supervisor | Supervisor replies within 15 days |
| | 5 | No resolution is reached in Step 4 | Within 15 days of 4 th level Supervisor reply the Employee requests the ADR process | Solution is sought within 15 days |
| | 6 | No resolution is reached in Step 5 | Within 15 days of ADR completion, a Formal Grievance is filed with The Adjutant General and the Union | The Adjutant General will attempt to equitably resolve the grievance with the aggrieved party within 20 days |
| PHASE 2 | 7a | Aggrieved party not satisfied with The Adjutant General's decision | Within 15 days of The Adjutant General's decision requests meeting directly with The Adjutant General. | The Adjutant General responds within 15 days of meeting with grievant |
| PHASE 3 | 7b | | Within 15 days of The Adjutant General's decision submits the grievance to an Impartial Grievance Hearing Examiner | Decision time frame is established at the Examiner's discretion. Grievant has 15 days to review Examiner's decision. The Adjutant General has 15 additional days to issue a decision based on Examiner recommendations. |
| | 8 | No resolution reached | Within 30 days of The Adjutant General's decision, either party may select to proceed with Arbitration | See Arbitration Table |

TABLE 12-2**ARBITRATION PROCEDURES**

THE ADJUTANT GENERAL OF LA/LIUNA CONTRACT AGREEMENT, ARTICLE 12

| STEP | IF | THEN | ACTION TIME FRAME |
|-------------|--|---|--|
| 1 | Arbitration is sought by either party | <p>Within 30 days of The Adjutant General's grievance decision the Union or the Employer should provide written notification to the other party for the grievance to be submitted to arbitration</p> <p>The party invoking arbitration will request from the Federal Mediation and Conciliation Service a list of seven (7) impartial persons qualified to serve as arbitrators</p> | <p>Within ten (10) days of receiving the list, both parties shall meet to select an arbitrator. If agreement cannot be reached regarding the selection of an arbitrator, then the parties will alternately strike the name from the list until only one (1) name remains. The individual's name remaining will be duly selected to hear the grievance</p> <p>Arbitration proceeds at the discretion of the Arbitrator</p> <p>The Arbitrator is requested by both parties to render a decision as quickly as possible, but in any event, no later than sixty (60) days after the conclusion of the hearings or receipt of any required briefs and transcripts</p> |
| 2 | Either party is not satisfied with Arbitrator decision | Within ten (10) days after receipt of the Arbitrator's decision, the parties to the arbitration will notify one another in writing of whether or not they are filing for an exception with the Federal Labor Relations Authority (FLRA) in accordance with council procedures | <p>An exception to the Arbitrator's decision must be filed within thirty (30) days from the date the award is served on the parties</p> <p>If no exceptions to an award are filed during this thirty (30) day period, the award shall be final and binding, effective on the thirty first (31st) day</p> |
| 3 | No exception is filed by either party | The Arbitrator's decision and remedy shall be final and binding | Immediately |

ARTICLE 13

(TITLE 5 U.S.C. CHAPTER 75; TPR 752 DISCIPLINE AND ADVERSE ACTION)

DISCIPLINE

SECTION 13.1 – 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 system and contract modifications.
2. The Employer shall determine when the need for disciplinary action occurs and such actions will be administered fairly and impartially in accordance with Title 5 U.S.C. Chapter 75, Technician Personnel Regulation (TPR) 752, applicable laws, regulations and this agreement. Whenever there is a conflict with rules or regulations, this agreement will prevail.
3. It is acknowledged that in some cases, disciplinary actions are necessary. However, they should always be of a constructive nature, not necessarily punitive, and will not be used as a means of harassment to Technicians.
4. Subject to applicable law, rule, and regulation, Technicians shall have the right to direct and/or fully pursue their private lives, personal welfare and personal beliefs without interference, coercion or discrimination by the Employer so long as such activities do not conflict with job responsibilities.
5. The standard of nexus (a connection; a link or tie) shall apply. This means that disciplinary action should only be initiated as a result and/or directly linked to a specific action on behalf of the Technician.
6. The parties recognize that there are two types of Technician disciplinary actions that may be appropriate; i.e., informal disciplinary action and formal disciplinary action.
7. Disciplinary actions against all Employees should be based on just cause, include fair consideration, be consistent with applicable law and regulations and promote the efficiency of the service.
8. In general, progressive discipline requires the least stringent penalty to motivate improved behavior.
9. Disciplinary action will be for the sole purpose of correcting offending Technician and problem situations and maintaining discipline and morale among other Technicians.
10. A Supervisor should consider a closer degree of individual supervision and/or counseling and warnings to effect corrective action prior to undertaking a formal disciplinary action.
11. In order to be effective, constructive discipline must be timely.
12. When possible, disciplinary action should be initiated within twenty-one (21) days after the offense becomes known to the individual's Supervisor. However, no disciplinary action should be initiated after thirty (30) days of the Supervisor becoming aware of the offense.
13. In those situations where management cannot meet this time period, the effected Technician and their selected representative will be notified of the pending action and reason for the delay.
14. Disciplinary action is considered initiated when the Technician, or his representative, is informed by the Supervisor, in writing, that there is action pending.

SECTION 13.2 – DOUGLAS FACTORS² (Reference TPR 752, Appendix C)

1. In determining the appropriate remedy, penalty, or punishment, management must observe the principle of “like penalties for like offenses in like circumstance.” This means penalties will be applied as consistently as possible.
2. Management must establish the penalty selected does not clearly exceed the limits of reasonableness.
3. A vital consideration is whether or not a disciplinary penalty is fair and reasonable.
4. Management must ensure when a Technician’s past disciplinary or adverse action record is referenced, that it is in fact a past action (in effect) at the time the most recent conduct occurred. Otherwise, The Adjutant General and/or Hearing Examiner will have to find consideration of it improper and not rely on it.

SECTION 13.3 – INVESTIGATION, EXAMINATION AND REPRESENTATION

1. Prior to making a determination as to whether or not disciplinary action is warranted, the Employer shall conduct a preliminary investigation to document the facts.
2. The investigation shall include discussions with the Employee(s) concerned as appropriate.
3. Employees are entitled to representation anytime they are questioned by a member of Management, including their Supervisor.
4. An Examiner should inform an Employee of their Weingarten Rights³ to representation prior to any examination held for the purpose of discipline if:
 - a. There is, or could be, a reasonable expectation by either the Employee or the Supervisor that the examination may result in disciplinary action against the Employee.
 - b. The Employee requests representation.

(1) When questioned, Employees are compelled to provide truthful responses to questions raised during an investigation. Employees cannot refuse to answer questions, but if an Employee desires representation, it shall be granted before the examination can be continued.

SECTION 13.4 – INFORMAL DISCIPLINE

1. Informal disciplinary action will consist of counseling or warning sessions with the Technician by his/her Supervisor.
2. Counseling and/or warning are neither discipline nor adverse action.
3. Counseling is a friendly business-like and private exchange between an Employee and his/her Supervisor with the specific purpose of improving an Employee’s conduct or knowledge of a particular subject.
4. A warning can also resolve problems. This too is a private matter between an Employee and his/her Supervisor. Unlike counseling, a warning has a more serious intent because along with a business-like

² **Douglas Factors** – A number of factors which management must weigh in deciding an appropriate course of disciplinary action based on a well-known Merit Systems Protection Board (MSPB) case (*Douglas v. Veterans Administration*) which addresses the issue of “like penalties for like offenses in like circumstances” in detail.

³ **Weingarten Rights** – Refers to the right of a Bargaining Unit Employee to be represented by the union when (1) the Employee is examined in an investigation conducted by one or more Employer representatives; (2) the Employee reasonably believes disciplinary action against him or her may result; and (3) the Employee requests union representation.

exchange of information, it is a warning that disciplinary or adverse action may result if the problem is not corrected.

5. Counseling and warning sessions are annotated in pencil (date, subject, Employee's initials) on NGB Form 904-1 (Supervisor's Record of Technician Employment) and will be removed after six (6) months if there are no continuing or reoccurring problems.

6. The Technician will be advised of the specific infraction or breach of conduct and exactly when it occurred.

7. The Technician will have a Labor Organization representative present if the Technician requests representation.

8. The Supervisor may remove the annotation prior to the specified time if they feel the problem has been resolved.

9. Counseling or warning sessions may be grieved through the negotiated grievance procedure.

10. A successful grievance could cause any record of the counseling to be deleted.

SECTION 13.5 – FORMAL DISCIPLINE

1. Formal disciplinary action consists of oral admonishments, written reprimands, suspensions, reduction in grade, and removals.

2. Even though these actions constitute formal discipline, only suspension, reduction in grade, and removal actions are considered adverse actions since they affect the pay of the Technician.

3. Before disciplining a Technician, the Supervisor will gather all available facts and discuss them with the Technician, providing the Technician an opportunity to express his/her views and provide explanation.

4. After considering the Technician's response, the Supervisor will then advise the Technician if the discussion resolved the matter.

5. An oral admonishment notifies an Employee to desist from a certain course of action.

6. Oral admonishments should take place in as private an environment as possible and be in the form of the most appropriate criticism necessary to correct the Employee.

7. Oral admonishments are annotated in pencil (date, subject, Employee's initials) on the NGB Form 904-1 and will be removed after twelve (12) months if there are no continuing or recurring problems.

8. A letter of reprimand makes an Employee aware of a violation (e.g., improper attitude, violation of Agency rules). It can be used when counseling, warning and oral admonishments proved ineffective. It can also be used when the nature of the violation warrants more than counseling, warning or oral admonishment but does not warrant adverse action.

9. If an oral admonishment or letter of reprimand is decided upon, the following procedure will apply:

a. An oral admonishment:

- (1) This is a disciplinary action that notifies a Technician to desist from a certain course of action.
- (2) The Supervisor will describe the offense in sufficient detail to enable the Technician to understand why the admonishment is necessary.

- (3) Oral Admonishments will be annotated in pencil (date and subject) on the NGB Form 904-1 or automated Supervisor's brief.
- (4) The Supervisor may remove the annotation prior to the specified time if they feel the problem has been resolved.

b. At a minimum, a written reprimand will:

- (1) Normally be issued by the first-level Supervisor and coordinated with HRO for contract and regulatory compliance.
- (2) Describe the offense in sufficient detail to enable the Technician to understand why the reprimand is necessary.
- (3) If the violation relates to a continuing problem, a summary of past violations and attempts made by management to correct those violations will be included.
- (4) Tell the Employee he/she may review the material relied upon to support the reprimand.
- (5) Inform the Technician that the letter will be filed as a temporary document in the Official Personnel Folder (OPF) until a specific date. Retention period will be twelve (12) months. The Supervisor may remove the annotation prior to the specified time if they feel the problem has been resolved.
- (6) Tell the Employee an oral admonishment or a letter of reprimand may be subject to grievance through the negotiated grievance procedure. A successful grievance could cause the action to be withdrawn and any record of the action to be deleted.
- (7) Include a warning that further offenses could result in suspension, change to lower grade or removal.

10. Once the reference to an oral admonishment is erased, or a letter of reprimand is removed from the OPF, it is to be regarded as never having occurred.

11. Reference may not be made to the withdrawn record, and it may not be used or relied on to support any subsequent actions.

12. If adverse action is decided upon, the procedure in Section 13.6 applies.

SECTION 13.6 – ADVERSE ACTION

1. An Adverse Action is an administrative action which denies the Employee compensation temporarily or permanently.

2. There are three types of adverse actions; suspension, removal, or change to a lower grade or compensation of any Technician. This section only applies to adverse actions based on misconduct and should not be confused with performance based actions and any other actions not based on misconduct.

3. There must be a reason for taking adverse action; that reason is commonly referred to as "cause" and is defined as "an offense against the Employer/Technician relationship". What constitutes "cause" is a decision that must be made on the merits of each situation.

4. Having "cause" is not sufficient to warrant an adverse action. Management must also conclude that taking an adverse action will promote efficiency of the service. This is done by establishing a relationship between the "cause" and its impact or effect upon the efficiency of the service (for example, the efficiency of the service requires Technicians be present to perform duties of their positions as scheduled).

Therefore, tardiness, AWOL, or failure to request prior approval for leave has an adverse effect on the efficiency of the service).

5. During a proposed adverse action the Employee will ordinarily remain in a duty status pending the original decision from the deciding official.
6. In those rare circumstances when management determines the Employee's presence at the worksite may not be in the Government's best interest, the Technician may be placed in a non-duty pay status for all or part of the time it takes to process the original decision action.
7. Where the original decision letter imposes a suspension, change to lower grade or removal, imposition of the action may be held in abeyance at the request of the Technician and concurrence of The Adjutant General.
8. The request will be made to The Adjutant General, with written justification, through the HRO within five (5) calendar days after issuance of the original decision.
9. The Adjutant General's representatives will consider the request and will provide an opportunity to meet and confer with the Technician and their representative on the merits of the request.
10. The Adjutant General or designated representative will render a written decision within five (5) days after the information is received and the meeting has occurred to inform the Technician as to whether or not the request will be granted.
11. All of the actions (in 1 through 10 above) must be accomplished prior to the effective date of the adverse action in the original decision.
12. Adverse actions will not be initiated by any Supervisor without consulting with the Deciding Official.
13. Due to the sensitivity and complexity of adverse actions HRO clearance on the procedural aspects of the action MUST be obtained prior to issuance of a proposed adverse action notice, original decision, or final decision.
14. The following, as required by Agency regulation and TPR 752, will be the sequence of events for an adverse action:

Initial Proposal

- a. Technicians will be given a notice of the adverse action being proposed signed by the individual proposing the action, normally their immediate Supervisor.
- b. The proposal will include the specific reasons for the proposed adverse action, a narrative of the events that support the proposal, and justification for the penalty being imposed.
- c. The proposal will advise the Employee of:
 - (1) His/her right to review all the information relied upon to arrive at the proposed adverse action.
 - (2) His/her right to reply and furnish affidavits and other documentary evidence to the "deciding official" within thirty (30) days following receipt of the proposed adverse action notice.
 - (3) The deciding official's name, telephone number, business address, and how to request an extension of time.
 - (4) Provide the Technician and his representative the right to excused absence to prepare a reply.

- (5) The Human Resources Office (HRO) point-of-contact.
 - (6) Their right to be represented by an attorney or other person of their choosing, which may be a Union representative.
- d. Tell the Employee (a) the deciding official will issue an original decision at the earliest practical date after receipt of replies or after the reply period has ended and (b) if the proposed action is upheld by the deciding official, it will be affected on the date established in the original decision.

Employee's Reply

- e. An Employee has the right to expect the deciding official to give the reply due consideration and not treat the time as an empty formality.
- f. An Employee may bring up factors, which might benefit his/her response (e.g. marital problems, financial obligations, number of dependents, and alleged bias of immediate Supervisor).
- g. The Technician will be allowed thirty (30) days to reply to the charges, in writing and/or in person, to the Deciding Official. A reasonable amount of official time will be provided to the Technician and their Union representative to prepare the reply to the proposed action.

Original Decision Letter

- h. The Technician will be issued a Notice of Original Decision, signed by the Deciding Official (usually the second level Supervisor), which will state the specific action being taken.
- i. The Original Decision will be issued within fifteen (15) days of the Technician response or after the reply period has ended.
- j. The letter must contain the following six (6) elements:
 - (1) The action that was decided upon. An action more severe than originally proposed can never be taken.
 - (2) Date action will be initiated. An action cannot start earlier than the date of the original decision. If removal is decided upon, an Employee must be given at least thirty (30) days advance notice beginning the day after the proposed adverse action notice is given directly to the Employee or if mailed, five (5) days after the date mailed as shown on the certified mail return receipt.
 - (3) Reference the Employee reply and explain that the replies were considered in arriving at the decision.
 - (4) Provide reasons for the decision.
 - (5) Give Human Resource Office (HRO) assistance information.
 - (6) Provide the right to appeal, where to send the appeal and how to request and extension.

Appellant Review and Administrative Hearings

- k. Upon receipt of the decision, the Technician has twenty (20) days to file for an appellant review by The Adjutant General or an Administrative Hearing conducted by a National Guard hearing examiner, but not both. If an Employee desires to file an EEO complaint concerning the matter, rather than an appellate review or administrative hearing, the Employee should refer to Article 21 of this Collective Bargaining Agreement for guidance and contact the EEO Counselor or Union representative.

- l. The appeal request must be postmarked no later than twenty (20) days after receipt of the original decision. Regardless of the appeal method selected, a final decision on the appeal is issued by The Adjutant General.
- m. Technicians requesting an appeal may bring up factors which would benefit their case and include with the appeal any proof or other supportive documents. The appeal letter will also include whether or not the individual requests representation and who the representative will be, if known.
- n. If the Technician requests an administrative hearing, the HRO will submit a written request to NGB-HR for a list of hearing examiners from which The Adjutant General may make a selection.
- o. The Employer will pay the Hearing Examiner's per diem and travel.
- p. The HRO will provide written notification to the appellant of the name of the hearing examiner.
- q. The hearing will be before the selected hearing examiner who will provide a recommendation to The Adjutant General within forty-five (45) days after receipt of the verbatim transcript.
- r. The Adjutant General will consider the hearing examiner's recommendation when making the final decision.
- s. The Adjutant General will normally issue his final decision within fifteen (15) days, but not later than thirty (30) calendar days, after receiving the hearing examiner's recommendation or considering the evidence presented during an appellate review.

15. Extensions to the above time-frames may be approved by the HRO.

SECTION 13.7 – ATTORNEY FEES

1. The Adjutant General has authority to award reasonable attorney fees under Title 5 U.S.C. Section 5596 and in accordance with 5 C.F.R. 550 provided all of the following are true:

- a. The Employee is the prevailing party.
- b. The fee is determined reasonable by The Adjutant General.
- c. The Adjutant General determines payment is warranted in the interest of justice. (NOTE) - The burden of establishing entitlement and reasonableness rests with the Employee. Requests for attorney fees must be sent to The Adjutant General.

SECTION 13.8 – FULL DISCLOSURE

- 1. The Employer shall provide the Union with a copy of all disciplinary action decisions, where requested by the Employee.
- 2. The Employee shall be notified by the Employer when any entry is documented on the NGB Form 904-1 and the Employee shall have the opportunity to discuss the matter with the Supervisor.
- 3. The Employee will initial and date all entries made on the NGB Form 904-1 by the Employer.
- 4. The Employee's initials will signify knowledge of, not necessarily concurrence with the entry.
- 5. The Employee has the right to review and acquire a copy of the 904-1 within a reasonable time (normally 24 hours) after the Employee's request.
- 6. The Employee will be given the opportunity to attach a written rebuttal to the entry, within twenty (20)

calendar days of any entry being made into his file.

7. The parties understand that all Employee personnel records are subject to provisions of the Privacy Act.

ARTICLE 14

FURLOUGHS, REDUCTION-IN-FORCE (RIF) & OUTPLACEMENT

SECTION 14.1 – FURLOUGH

1. Management has the inherent authority to furlough any or all of its Technicians if there are legitimate reasons.
2. The Union will be notified as soon as possible by the Employer of any plan to implement furloughs.
3. Situations under which a furlough can be used include lack of work, lack of funds, or unforeseeable circumstances such as breakdown in equipment, natural disasters, sabotage, or sudden emergencies requiring immediate curtailment of activities.
4. Collective bargaining obligations and negotiated agreement provisions on furlough procedures must be honored.
5. If exceptions to negotiated procedures are required by Management's authority to act in an emergency, Labor Organizations should be informed in advance of the nature and extent of the emergency.
6. The HRO is responsible for preparing and issuing written furlough notices. Such notices may be addressed to groups of Technicians, but a copy must be provided to each Technician or forwarded to the Technician's address of record a minimum of 24-hours before the effective date of the furlough. Such notices will include: (1) the reason for the furlough; (2) the estimated length of the furlough (a furlough period can be for 30 consecutive calendar days or 22 nonconsecutive workdays; e.g., 1 day per week for 22 weeks); and (3) a statement the Technician has the right to have the furlough action reviewed by The Adjutant General.
7. A Technician who requests review of the furlough action submits his/her objections to the HRO. The Adjutant General takes whatever action he/she deems appropriate to thoroughly review the Technician's objections along with Management's need for the furlough. A final decision is then issued by The Adjutant General summarizing the objections and the method of review and concluding with the reasons for the final decision. (Management is responsible for establishing the appropriateness of the furlough.) The decision must also advise the Technician there is no further administrative appeal to The Adjutant General's final decision.
8. Those Employees to be furloughed for more than 30 days will be identified in accordance with all applicable laws, rules and RIF regulations.
9. Furloughs in excess of 30 calendar days (22 workdays) must be processed in accordance with TPR 300(351)
10. An Employee may be authorized annual leave, sick leave, or compensatory leave during a period of furlough provided the furlough is not a result of a lack of funds.

30 DAYS OR LESS (22 WORKDAYS)

11. During furloughs of 30 days or less based on a sudden emergency requiring curtailment of the Agency's activities, to include an absence of appropriations by Congress, the following procedures will be followed:
 - a. Employees will be notified as far as possible in advance of such furlough. If Employees are on leave or TDY, they will be notified, when possible, prior to the beginning of their shift of the day of the required action.

- b. Whenever possible, Employees will be notified prior to the beginning of their shift on the day they are required to return to work unless a specific amount of days is included in the furlough notice.

12. For Furloughs of 30 days or less, the Employer will identify, by position, mission-essential personnel. Mission-essential Employees are those whose functions directly support readiness or are necessary to prevent disruption of essential operations related to mission accomplishment.

13. Employees identified as "non-mission-essential" will be issued a notice to that effect for anticipated (or required) furloughs of 30 days or less.

SECTION 14.2 – REDUCTION-IN-FORCE (RIF)

1. A reduction in force occurs when a Technician is released from his/her competitive level by separation, change to lower grade, furlough for more than 30 calendar days, or reassignment of Technicians to other positions which involve the displacement of the incumbent.

2. Reductions may occur because of lack of work or funds, reorganization, abolishment of positions, transfer of function, or the need to provide a job placement for a former Technician exercising restoration rights.

3. Termination of temporary appointments or temporary promotions, furloughs for less than 30 calendar days, or reclassification actions (unless part of reorganization) are not considered reduction in force actions.

4. Unless directed by NGB, the decision to implement a reduction in force will be made by The Adjutant General.

5. The Employer agrees that in the accomplishment of a RIF, the following procedures will be utilized:

- a. The Union will be notified at the earliest time possible when it is determined by the Employer that a RIF is necessary and will be advised of the effective date of the RIF.
- b. The Union will be informed of the methods which the Employer proposes to utilize in the RIF.
- c. The Union will have the opportunity to negotiate, as appropriate, on the RIF.
- d. The notice period provided to Employees will be no less than 60 days for those adversely affected.
- e. The Employer agrees that all Employees who are changed to a lower grade through RIF procedures will have first consideration for vacancies for which they qualify for a period of two (2) years.
- f. Personnel actions resulting from a reduction in force are not grievable under the negotiated grievance procedure, except for procedural error.

SECTION 14.3 - OUTPLACEMENT

1. The goal of the Outplacement Program will be to find a position in the Federal Service for all affected Employees commensurate with their skills and experience and functional and geographical availability.

2. The Employer agrees that an aggressive Outplacement Program will be implemented for those Employees under notice of separation or change to lower grade through Reduction in Force (RIF), and for those Employees who decline to accompany a transfer of function outside the commuting area, or are to be demoted in a transfer of function.

3. Governing regulations will be applied for registration in government placement programs for which the

Employee is qualified.

4. It is agreed that, as soon as possible, after the affected Employees have received specific notice of RIF actions, the Employer will be available to provide outplacement assistance in the form of employment counseling and registration for the types of positions and grade levels for which affected Employees are qualified, available, and eligible for consideration under governing regulations.

5. Affected Employees may be granted administrative leave to attend appropriate interviews with other Government agencies at the discretion of the Employer.

6. An Employee affected by a RIF as described in Section 14.2 will remain eligible for outplacement assistance until he/she:

- a. Resigns or retires from the Federal Service.
- b. Is made an offer of reassignment under RIF procedures.
- c. Accepts or declines an equivalent offer of placement made under Outplacement Program procedures.

7. When a change to a lower grade becomes effective, the Employee is given special consideration for re-promotion under the Employer's local procedure.

8. A valid offer for the purposes of the Outplacement Program is one of a full-time position and grade for which the Employee is registered and which does not constitute an unreasonable difference in working conditions, such as excessive travel, hazardous work, or exceptional physical requirements.

9. A valid offer must be within reasonable commuting distance of the Employee's residence.

10. Declination of offers in another geographic location will be governed by existing regulations.

ARTICLE 15

(TITLE 5 U.S.C. SECTION 2301)

MERIT SYSTEM

SECTION 15.1 –PROMOTIONS

1. Promotions will be administered in accordance with the State Merit Placement Plan (SMPP) for excepted and competitive Technicians.
2. Employees will be selected for promotion based on experience, performance, and potential.
3. Selection for promotion will be made from among the best qualified candidates without discrimination for any non-merit reason. These include age, race, sex, color, religion, national origin, lawful political affiliation, marital status, or membership in the Labor Organization, except when required by applicable regulation or law.
4. The parties further agree that selection procedures must provide equal opportunity for advancement for all qualified Employees.
5. No management official will attempt to persuade a candidate either directly or indirectly to withdraw from competition.
6. When a position is to be filled under the provisions of the SMPP, the Vacancy Announcement will be formatted IAW the SMPP. At a minimum, the Vacancy Announcement will detail the position by grade, title, organization location, and whether permanent or temporary. If a position is announced as temporary and the announcement does not indicate that it may become permanent, the position will be renounced if it does become permanent.

SECTION 15.2 – TEMPORARY PROMOTIONS

1. An Employee may be temporarily promoted if that Employee is assigned to a higher-grade position for a period of thirty (30) days or more.
2. The Employee will be paid commensurate with the new position beginning with the first day of assignment. Compensation may be retroactive.
3. Merely assigning an Employee to perform one or more duties which are typically performed by a higher grade Employee does not in and of itself meet the criteria for a temporary promotion. This is particularly true when the Employee is still expected to perform all the functions of his regular position.
4. A temporary promotion is appropriate only when the Employee actually fills a vacancy in the higher graded position and performs all of the functions of that grade for a period of thirty (30) days or more.
5. Temporary promotions of one hundred and twenty (120) days or more will be made based on competitive procedures, meaning that the position will be announced in order for eligible candidates to apply.

SECTION 15.3 – REASSIGNMENT, REINSTATEMENT, DEMOTION, AND TRANSFER

1. The SMPP will be used in filling positions in the Excepted and Competitive Service through initial appointments, promotions, reassignments, reinstatements, demotions, and transfers.
2. Special rules apply to each of these actions and specific compliance is required.

SECTION 15.4 – TECHNICIAN VACANCY ANNOUNCEMENT (TVA)

1. A normal Technician Vacancy Announcement (TVA) will be posted for thirty (30) days.
2. Requests by Management to announce a vacancy for less than thirty (30) days will require coordination between the respective Union Local and LANG-J1-HL.
3. To ensure all eligible candidates are aware of open positions, TVAs will be given the widest possible dissemination and announced IAW appropriate regulations.

SECTION 15.5 – DETAIL

1. A detail is the temporary assignment of an Employee to a different position or set of duties for a specified period of time, not to exceed thirty (30) days.
2. There is no formal position change.
3. The Employee continues to hold his/her normal position, status, and pay.

ARTICLE 16

(TITLE 5 U.S.C. SECTION 53)

ENVIRONMENTAL DIFFERENTIAL & HAZARDOUS DUTY PAY (EDP & HDP)

SECTION 16.1 – REDUCTION OF HAZARDOUS WORKING CONDITIONS

1. The Agency has as its objective the elimination or reduction to the lowest level possible of all hazards, physical hardships, and working conditions of an unusually severe nature.
2. The Employer shall provide the best possible work environment for the safety and well being of the Technician.
3. When the Agency action does not overcome the unusually severe nature of the hazards, physical hardships, or working conditions, an environmental differential determination may be authorized.
4. Current conditions will always be considered in the assignment of duties.
5. When anyone identifies a condition that may warrant coverage under appropriate categories of Environmental Differential Pay (EDP) or Hazardous Duty Pay (HDP) they will notify the Employer of the title, location, and nature of the hazard and in the notification will discuss the possibility of including the hazard in the EDP Plan.
6. Administration of this Plan will be in accordance with all applicable laws, rules and regulations.
7. The Adjutant General will appoint an Environmental Differential and Hazardous Duty Pay Plan Committee to include a Union designated member.
8. The committee will meet a minimum of annually, or at the request of either party, to review the Louisiana National Guard Environmental Differential and Hazardous Duty Pay Plan. At a minimum the committee will review existing situations and review classification and job standards to determine applicability to EDP and HDP.

SECTION 16.2 – HAZARDOUS WEATHER CONDITIONS

LIGHTNING

1. Lightning safety awareness is a priority at every outdoor facility and operation. Employer and Employee awareness and education regarding the dangers posed by a lightning strike is the single most important means to achieving lightning safety. The Employer will conduct annual safety briefings which educate the Employee on the dangers posed by lightning.
2. The Employer will monitor weather conditions at all times using the most up-to-date means of weather forecast equipment available, and will keep Employees posted on the latest weather conditions affecting their work area.
3. Local weather forecasts from an approved DoD Weather Organization should be noted in a reasonable amount of time prior to scheduled work activities.
4. Suspension and resumption of work activities, and the weather events that will trigger a work stoppage, should be planned in advance and adhered to without compromise.
5. When lightning strikes the earth within a 10 mile radius of the duty station the Employer will make an announcement warning Employees of the close proximity of lightning.

6. When lightning strikes the earth within a 5 mile radius of the duty station, the Employer will cease **all** outdoor activity and ensure Employees take shelter in approved sites. These include fully enclosed metal vehicles with windows up, substantial buildings, and low ground.

7. UNSAFE SHELTER AREAS include all outdoor metal objects, like power poles, fences and gates, high mast light poles, metal bleachers, electrical equipment, and mowing and road machinery. Personnel will avoid seeking shelter under solitary trees, in water, in open fields, or on high ground and inside caves.

EXTREME COLD

1. The Employer recognizes the hazards of working outside for extended periods in extremely cold temperatures.

2. The Employer acknowledges the responsibility to insure the adequacy of cold weather gear worn by Employees, and the availability of all such protective equipment, prior to venturing out into extreme temperatures for extended periods of time as determined by applicable extreme weather exposure criteria.

3. The Employer will furnish authorized cold weather protective gear at no cost to the Employee and will monitor working conditions.

4. Management acknowledges that there are certain cold factors beyond which Employees are incapable of performing sustained work.

5. It is realized that tolerance between individuals differ and that the type of outside work being accomplished affects the body heat generated by a worker, therefore, common sense and the Chill Chart contained in Section 16.5 must be applied when considering maximum exposure time.

EXTREME HEAT

1. The Employer recognizes the potential hazards of working outside for extended periods in extremely hot temperatures.

2. Individual tolerance to temperature extremes varies and may be affected by the type of sustained outside activity (light, moderate, or heavy) being accomplished and, therefore, common sense must be applied.

3. In accordance with AFOSH/OSHA standards, AFI 90-901, AFP 91-215, and FM 21-10, risk assessment principals will be utilized to maximize operational capabilities while minimizing risks during periods of extremely hot temperatures when sustained outside work is required.

4. In accordance with AFOSH/OSHA Standards, the Employer will monitor weather conditions and determine when extremely hot temperatures are a work factor.

5. Mission-essential work will be performed to meet requirements. If the outside temperature becomes extremely hot and the Employer determines it is a work factor, the Employer will institute appropriate work control measures such as rest periods in cool areas, cool drinking water, etc., to reduce the risks involved in sustained mission-essential outside work in accordance with the chart in Section 16.5.

6. If the outside temperature becomes extremely hot and the Employer determines it is a work factor, the Employer will make every reasonable effort to minimize sustained non-mission essential outside work.

7. The Employer will determine what appropriate work control measures will be instituted to reduce risks involved in sustained non-mission essential outside work.

8. The Employer will make every effort to train Supervisors and Employees on the effects of heat and sun exposure.

9. The Employer will make sunscreen and any other PPE required by regulation, available for use by those Employees whose duties involve routine and sustained exposure to the sun.

10. The Employer will provide access to the laws, regulations, and instructions applicable to this article.

SECTION 16.3 – ENVIRONMENTAL DIFFERENTIAL PAYS (EDP)

1. Wage Grade Technicians who, in the performance of their duties, are exposed to various degrees of hazard, physical hardship, and working conditions of an unusual nature may be authorized EDP in accordance with 5 CFR Sec. 532.

2. Any Supervisor or Technician may submit a request for determination of eligibility for EDP in connection with the performance of his/her duties. Such requests will be in writing and submitted through Supervisory channels to the Employer for determination of Environmental Differential Pay in accordance with 5 CFR Sec. 532 and other applicable laws and regulations.

SECTION 16.4 – HAZARDOUS DUTY PAYS (HDP)

1. 5 CFR Sec. 550 governs payment of hazard differential for General Schedule Technicians.

2. Hazard differential shall be paid only for a duty included in the Office of Personnel Management schedule of irregular or intermittent hazardous duties involving physical hardship published in 5 CFR Sec. 550. However, a differential may not be paid to a Technician for a duty listed when the duty has been credited in the classification of the Technician's position.

3. Requests for hazardous duty pay will be submitted through Supervisory channels to HRO for approval.

HOT/COLD TEMPERATURE CHARTS ON NEXT PAGE

SECTION 16.5 – HOT & COLD TEMPERATURE CHART

| Heat Chart | | | | |
|---|-----------------------|--------------------|-----------------------------|---|
| Category | Heat Condition | WGBT Index | Water Intake (qt/HR) | Hourly Work/Rest Cycle (minutes) |
| I | * | Below 82° | 0.5 Pint | 50/10 |
| II | Green | 82° - 84° | 0.5 – 1.5 Pints | 50/10 |
| III | Yellow | 85° - 87° | 1.0 – 1.5 Pints | 45/15 |
| IV | Red | 88° - 89° | 1.5 – 2.0 Pints | 30/30 |
| V | Black** | 90° - Above | More than 2.0 | 20/40 |
| * At heat conditions below green, intense physical activity may cause heat injuries - use care! | | | | |
| ** Suspend physical training and strenuous activity. If mission requires strenuous activity, enforce water intake to minimize expected heat injuries. | | | | |

| Chill Chart (IAW AFI 91-213 / AFP 91-215 & FM 21-10) | |
|---|--|
| Chill Factor Temperature (°F) | Time Limit for Exposure (Hrs & Min) |
| -20° | 0:45 |
| -15° | 1:00 |
| -10° | 1:15 |
| -05° | 1:30 |
| -0° | 1:45 |
| +10° | 2:00 |

ARTICLE 17

(NGB-J1-TN MEMORANDUM #TN-05-74)

ASSIGNMENT OF MILITARY TRAINING DUTIES TO TITLE 32 MILITARY TECHNICIANS

SECTION 17.1 – MILITARY TRAINING SCHOOLS

1. Technicians may not attend military technical training schools in Technician status. Military training schools have the intent of training personnel in military occupational specialties. As such, they require mandatory physical training standards, random urinalysis testing, weigh-ins, and other military training incidental to, but part of, the overall academic experience over and above the enhancement of Technician job performance. As stated in Section 17.4, these training requirements are not appropriate for Technician status.

2. Attendance at these schools must be in a military active duty status in order for attendee to achieve successful completion of the training requirements.

SECTION 17.2 – MILITARY TRAINING (INCLUDING CHEMICAL WARFARE)

1. Technicians can be assigned to perform Military Training during normal duty hours. This training may include the use of Chemical Warfare (CW) Protective Clothing and Equipment.

2. To the greatest extent possible, Military Training will be scheduled so that a Technician does not miss his/her lunch period. Technicians who miss their lunch period due to their involvement in any kind of Military Training will be compensated in accordance with Article 8, Section 8.5.

3. Wear of the Chemical Warfare Ensemble (CWE) by Technicians will be limited to *bona fide*, thoroughly planned training exercises.

4. Military Training, especially training which requires Technicians to wear the CWE, will be scheduled and conducted in a manner that minimizes the risk of injury to Civilian personnel as required by Article 16.

- a. Prior to requiring Technicians to don the CWE, the Employer will ensure that EMS personnel and transport are stationed on-site at the exercise location in order to provide immediate care for personnel who may be adversely affected by the extreme heat conditions caused by the CWE.

5. IAW Article 8, the Employer will provide Employees at least seven (7) days advanced notice regarding the Activity's intent to stage Military Training which will alter the Employee's normal work schedule.

6. To the greatest extent possible, Military Training requirements will be accomplished during normal duty hours. When the Employer schedules Military Training which will require Employees to work scheduled overtime, the Employer will:

- a. Provide Employees thirty (30) days notice regarding the overtime requirement in order to satisfy the provisions of Article 8, Section 8.6, Paragraph 3.
- b. Issue standardized guidance to all Time Keepers in order to ensure all Employees are compensated for the overtime work equally.
- c. Observe all meal and rest period provisions of Article 8, Section 8.6.

SECTION 17.3 – USE OF DEADLY FORCE AND CARRYING OF FIREARMS BY TECHNICIANS

1. The term firearm, as used within this article, refers to any weapon or equipment which, when properly employed in their intended application, would exert deadly force. This includes rifles, pistols, or any other

weapon typically used in law enforcement or combat.

2. Technicians may be required to fire a weapon for range firing and weapons qualification, or to carry a firearm when the duties of their Technician position require such a weapon.

3. Technicians may carry a firearm while engaged in law enforcement or security duties, protecting personnel, vital Government assets, or guarding prisoners.

4. Technicians may not carry a firearm when engaged in military operations and subject to authorized rules of engagement, or assigned to duty in the following areas or situations, as defined by an Executive order or a DoD Directive:

- a. In a combat zone in time of war.
- b. In a designated hostile fire area when rules of engagement apply, or when the Combatant Commander issues operations orders setting forth different criteria.
- c. Under the operational control of another Federal Agency carrying firearms in support of the mission, subject to the approval and requirements of both the Federal Agency and the DoD Component.

5. The Employer will establish strict criteria that govern the carry of firearms by Technician personnel.

6. The authorization for Technicians to carry firearms shall be issued only to qualified personnel when there is a reasonable expectation that life or DoD assets will be jeopardized if firearms are not carried.

7. Evaluation of the necessity to carry a firearm shall be made considering this expectation weighed against the possible consequences of accidental or indiscriminate use of firearms.

8. Except in situations requiring immediate action to protect life or vital Government assets, all authorizations to carry firearms by Technicians shall be in writing, signed by their Agency Head, and issued only to personnel who satisfactorily have completed qualification training, proficiency testing, and use of deadly force training within the preceding 12 months.

9. Written authorization does not have to be carried by the Technician while the weapon is carried.

10. Records of individual qualification results must be retained for as long as the individual's duties include the possibility of carrying a firearm.

11. Only Government-owned and issued weapons and ammunition are authorized to be carried by Technicians while performing official duties.

12. It is a felony for anyone who has ever been convicted of a misdemeanor crime of domestic violence at any time prior to or after the passage of the September 30, 1996 law, The Domestic Violence Amendment to the Gun Control Act, to possess any firearm or ammunition. There is no exception for law enforcement and security personnel. For any individual who has ever been convicted of a misdemeanor crime of domestic violence within the meaning of this statute, continued retention of any firearm or ammunition, whether Government-issued or privately owned, is illegal and may subject that individual to felony criminal penalties.

SECTION 17.4 – MEDICAL REQUIREMENTS

1. Under no circumstance will a Technician be directed, required, or compelled to receive immunizations in Technician status in order to maintain worldwide medical qualifications, active military duty assignments, or deployments.

2. Technicians can voluntarily choose to be placed in an inactive duty or active duty military paid status in

order to receive immunizations required for mobility purposes. However, the Employer cannot force a Technician to enter an inactive duty or active military duty status in order to fulfill medical mobility requirements.

3. When a Technician voluntarily enters inactive duty or active duty military status during his normal duty day in order to fulfill medical mobility requirements, the Technician must be placed in a leave status.

4. The Technician may elect to use Sick Leave, Annual Leave, Military Leave, or Compensatory Time in order to fulfill his/her medical mobility requirements.

5. Technicians may not be placed on Administrative Leave or in a Leave Without Pay status.

6. Technicians cannot be weighed, have urinalysis or drug testing performed for medical mobility processing purposes while in a Technician status. These requirements must be accomplished in an inactive or active duty military status.

7. Technicians involved in ground or aircraft accidents, or who are suspected of being under the influence of alcohol or other impairing substances, will be immediately placed in an inactive duty status or active duty military status for the purpose of urinalysis or drug testing.

SECTION 17.5 – URINALYSIS AND DRUG TESTING

1. National Guard authorities cannot, under any circumstance, conduct urinalysis or drug testing of a Technician since the following three basic requirements cannot be met:

- a. Authority over the Technician: Military Technicians employed under Title 32 are not under proper military authority during the Technician workweek.
- b. Authority to conduct the test: Since Technicians are not in a military status, there is no authority to drug test Technicians employed under Title 32.
- c. Authority to expend substance abuse funds: Since Technicians are not in a military status, there is no authority to expend substance abuse funds.

ARTICLE 18

POSITION DESCRIPTIONS

SECTION 18.1 – EMPLOYEE AWARENESS OF ASSIGNED DUTIES

1. Each Employee is entitled to a personal copy of a complete and accurate position description (PD).
2. New-hire Employees will be provided a current copy of their PD at their incoming briefing.
3. When an Employee's PD is changed or updated, copies of the changes/updates to the PD will be provided to them by the Employer within one hundred twenty days (120) days of the changes being made. The PD will be signed by the Employee and kept in his/her personnel folder.
4. To the greatest extent possible, the most current PD's should be made available electronically by the Employer on the HRO public web-site.

SECTION 18.2 – MODIFICATIONS TO POSITION DESCRIPTIONS

1. Whenever the Employer proposes to modify the position description of any position in the unit to any extent, the proposed change will be submitted to the Union.
2. The Union's views and recommendations on modifications to PD's will be given careful consideration prior to implementing any change.
3. Employees will be given the opportunity, at least once each year, or upon request, to review their PD and discuss it with their Supervisor or other appropriate management official. If, after reviewing the PD, an Employee believes that items should be added to or deleted from the PD, a request may be submitted to the Supervisor who will attempt to resolve the dispute with the Classification Technician. If warranted, the classification appeal process may be used IAW applicable regulations.
4. The Union will be advised when impending position classification actions will affect an Employee's present grade or pay before such actions are taken. The Union will be given an opportunity to suggest measures for lessening any adverse impact.

SECTION 18.3 – OTHER DUTIES AS ASSIGNED

1. These duties can either be of a temporary or long term nature. "Other Duties" which become part of a Technician's regularly assigned tasks are considered "Additional" in nature.
2. "Other Duties" should not include those duties that might result in injury to the Employee or fellow Employees due to a lack of knowledge of the task.
3. Tasks that are essential to mission completion and are assigned to a Technician in conjunction to his/her regular task must be considered Additional.
4. Additional duties are duties which a Technician is required to perform as part of his/her normal duties. If a Technician is assigned duties of a higher pay grade, the Technician will be temporarily assigned to the higher pay grade. This assignment will take place until the incumbent returns to the duty position vacated.

ARTICLE 19

EMPLOYEE DEVELOPMENT

SECTION 19.1 – JOB RELATED TRAINING & QUALIFICATIONS

1. The Employer agrees to provide job related training and development for Employees, as necessary, to accomplish the mission of the Louisiana National Guard in an efficient manner.
2. Upon request, Employees and the Union will be notified, in writing, of any current or projected Employer budget limitations or constraints that may prevent Employees from attending job related training.
3. The Employer agrees that full consideration will be given to an Employee's qualification resulting from training, when/where ever obtained, when such qualifications are presented and are pertinent to a position applied for.
4. The Employer agrees that upon presentation, all applicable records of satisfactory completion of formal training will be entered in the personnel folder of the Employee concerned.

SECTION 19.2 – CONDUCT OF COURSES

1. When Employees attend courses, seminars, conferences, and/or meetings that are beneficial to, and in the best interest of, their career in the Louisiana National Guard, every effort will be made to schedule said training events during normal duty hours.
2. Management agrees to extend every reasonable consideration to Employees for attendance at job related courses. Information on available courses that relate to improving the Employee's job performance will be disseminated by the HRO to the Employee, Union, and Supervisors.

SECTION 19.3 – PERSONAL DEVELOPMENT (TITLE 5 U.S.C. SECTION 6101)

1. Management encourages Employees to take advantage of the educational benefits that are available to them by virtue of their membership in the Louisiana National Guard.
2. To the greatest extent possible, and barring any disruption to the mission of the Louisiana National Guard, Management agrees to accommodate Employees actively enrolled in a degree program at a nationally recognized and accredited institution of higher learning, such as a community college or university, in order to allow them to further their personal higher education.
3. Where possible, Management will work with the Employee by adjusting his/her shift rotation or work schedule in order to facilitate their education goals.
4. Upon request, an Employee must provide evidence of active/continued enrollment in an accredited institution, satisfactory attendance, and progress in order to justify adjustments to work shifts or schedules.

ARTICLE 20

(TITLE 42 U.S.C. CHAPTER 21)

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

SECTION 20.1 – POLICY

1. The Employer will not in any way discriminate (Prohibited Personnel Practice) for or against an individual regarding employment or conditions of employment because of race, color, religion, sex, national origin, age, marital status, lawful political affiliation, non-disqualifying handicapping condition, or other non-merit factor.
2. Policy will be in the strictest adherence to both the letter and the spirit of the Equal Employment Opportunity Act, the Age Discrimination in Employment Act, the Civil Service Reform Act, and all other applicable laws and regulations.

SECTION 20.2 – MUTUAL CONCERNS

1. The Union and the Employer agree to discuss with each other, problems of discrimination, and resolve to find mutually effective and lasting remedies to *bona fide* cases of discrimination.

SECTION 20.3 – REPORTS

1. Periodic reports compiled by the Employer on the EEO program will be publicized for information and guidance to Supervisors and Employees. A copy of such reports will be made available to the Union.
2. Management will furnish the Union with a copy of the annual EEO statistics dealing with LANG Employee demographics.

SECTION 20.4 – EEO COUNSELORS

1. EEO counselors at each Activity shall be appointed by the Employer, and the Union shall be notified of all appointments.
2. The Union may submit nominations for the position of EEO counselor.

SECTION 20.5 – EEO COMPLAINT PROCEDURES

1. Any Technician who believes they have been discriminated against in any matter because of race, color, religion, sex, national origin, age, marital status, lawful political affiliation, non-disqualifying handicap, or any other non-merit factor may file an EEO complaint through the statutory complaint procedure by contacting a designated EEO counselor for that specific area within forty-five (45) days of the occurrence.

SECTION 20.6 – UNION REPRESENTATION & OFFICIAL TIME

1. Once a complaint has been filed, and at the request of the Employee, the Union may attend any subsequent meeting, hearing, investigation, or discussion involving the Employee concerning the complaint.
2. An Employee and his/her representative, if the representative is an Employee, shall be given a reasonable amount of time to investigate, prepare, and present a complaint or any subsequent appeal.

SECTION 20.7 – SEXUAL HARRASMENT

1. Sexual Harassment is a form of workplace misconduct, which undermines the integrity of the

employment relationship.

2. All Employees must be allowed to work in an environment free from unsolicited and unwelcome sexual overtures.

3. Sexual harassment debilitates morale and interferes in the work productivity of its victims and co-workers; it requires immediate and sensitive action by those to whom the problem is made known.

4. Sexual harassment is defined as un-welcomed sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- a. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment.
- b. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual.
- c. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

5. Sexual harassment constitutes a violation of Title VII of the Civil Rights Act of 1964, since it discriminates against an Employee on the basis of his/her sex.

6. An Employee may grieve an incident of sexual harassment or file an EEO complaint of discrimination regardless of whether the incident results in the loss of an economic or employment benefit.

7. For purposes of filing a grievance, an Employee may grieve a single incident of sexual harassment or conduct occurring on a continuing basis.

8. The Adjutant General will appoint an EEO Committee to include a Union designated member.

ARTICLE 21

USE OF OFFICIAL FACILITIES & SERVICES

SECTION 21.1 – MEETINGS WITH VIPs

1. Requests for a meeting facility, if other than the designated Union office space, will be coordinated by a Union Official at that facility and a Management representative who has the authority to approve the use of the facility.
2. Facility security and protocol require that in the event the VIPs are invited to attend a scheduled meeting, Management will be notified within a reasonable period of time.
3. Notification will be as far in advance as possible considering the circumstances on a case by case basis.

SECTION 21.2 – MAIL SERVICE

1. As a condition to the use of internal mail, the Union agrees that literature distributed within the State of Louisiana must not violate any law, applicable regulation, provisions of this Agreement, security, or contain abusive language or libelous material or any false or misleading information.
2. Failure to meet this condition may result in the Employer suspending this service.
3. The Employer and the Union agree that their publications will avoid inflammatory language and will state their positions in a clear, business-like, and impersonal manner.
4. The internal mail service of the Employer shall be available for use in circulating the Union's newsletter and literature.
5. The internal mail service of the Employer shall be available for use by the Union for official Union business between the Union and the Employer and between Union officials.
6. E-Mail is authorized for use by the Union to schedule, announce, change or cancel Union meetings.

SECTION 21.3 – PUBLICATIONS

1. The Employer agrees to provide the Union with the following:
 - a. A semi-annual listing of Bargaining Unit members showing name, position title, work phone number, official duty station, and organization.
 - b. Disclosure: Under Title 5 U.S.C. Section 7114(b)(4) an Agency is required to furnish the exclusive representative, upon request and to the extent not prohibited by law, information necessary to enable the Union to fulfill its representational responsibilities.
 - c. Subject to availability, the Employer agrees to issue the brochures of the government wide health benefit plans to each eligible unit Employee and to the Union every open season.
 - d. The Employer will hold a Health Fair before or during the open season to offer Employees the opportunity to question and view government wide health benefit plans.
 - e. The Employer agrees to make available to the Union and Employees for their use in review and research all available library facilities including but not limited to Office of Personnel Management Publications, and Classification Standards. The Employer will provide each Local with one copy of all current and future Louisiana Army and Air National Guard policy directives, regulations, etc.

relating to matters which affect personnel policies, practices, and working conditions.

SECTION 21.4 – BULLETIN BOARDS

1. The Employer will provide a locking bulletin board not to exceed twelve (12) square feet, nor to be less than eight (8) square feet, for the exclusive use of the Union, where Employees congregate or pass in each installation or Activity that has three or more Employees in the collective Bargaining Unit, for the posting of Union bulletins or notices.
2. Any such bulletin notices or literature posted or distributed must not violate any law, security, directive, or contain libelous material.
3. The Union agrees to maintain the bulletin board space provided in a neat and current manner.
4. All posting and maintenance of bulletin board space will be accomplished during rest breaks, lunch periods, and off duty time.
5. The Union will be responsible for the content of literature posted on the bulletin board.

SECTION 21.5 – PARKING SPACES

1. As long as adequate parking spaces are available through the area serviced by the Locals, Management will designate a minimum number of spaces for key personnel as deemed appropriate. The Parking plan will be reviewed by the Partnership Council upon request.
2. The Council of Locals will have five (5) reserved parking spaces as close as possible to the Union office or the Local President's work area. These spaces will be used only by Union, or designated individuals, as the Local sees fit, with no Local to exceed 2 spaces.
3. Employees will refrain from parking in reserved spaces and will utilize the remaining parking areas on a first-come, first-serve basis.
4. Should there not be sufficient parking spaces in the immediate parking area for all Employees to have spaces, Management will obtain additional spaces, as needed, upon notification by the Union or an Employee.

SECTION 21.6 – ANNOUNCEMENT OF UNION MEETINGS

1. In order to ensure that all Bargaining Unit Employees are aware of Union meetings, the Union will be provided access to the Agency Public Announcement (P.A.) system and the Agency e-mail in order to announce Union meetings.
2. Union related P.A. announcements and email messages may be made before duty hours, during rest breaks, lunch periods, and immediately after duty hours. Also, emergency Union announcements may be provided to Management for approval/announcement over the PA system or via a helpdesk message.

SECTION 21.7 – REPRODUCTION ACTIVITIES

1. The Employer agrees to provide the Union the use of copying and printing equipment to reproduce official correspondence and memoranda pertaining to Bargaining Unit representational activities. (The Union will provide the material necessary, i.e., paper)

SECTION 21.8 – RETIREMENT BRIEFING

1. The Employer agrees to conduct an annual briefing for the benefit of Employees who are within five (5) years of optional retirement.

2. The aspects of retirement annuities and the other matters relating to retirement will be explained by a qualified specialist.

3. Employee attendance will be voluntary and done on official duty time.

SECTION 21.9 – COMMON AREAS

1. Smoking/non-smoking areas for all indoor facilities shall be as established by law or regulations for State or government-wide Federal facilities, as the case may be.

2. Subject to funding and available space, personal lockers of adequate size, authorized by regulation, may be provided by the Employer for storing of uniforms and other personal items.

SECTION 21.10 – UNION BUSINESS

1. Use of government owned or leased vehicles may be authorized for Local representational functions for which official time has been authorized.

2. Where government transportation is unavailable, use of privately owned vehicles may be authorized and mileage will be paid in accordance with applicable law, rule or regulation.

3. The Union shall be responsible for the proper use and care of facilities, services and equipment provided in this agreement.

4. Facilities and services provided by the Employer at the Local level, which are in excess of those provided here, will not be revoked by the provisions of this Article.

5. In order to facilitate and expedite the Labor-Management Relations Program, the Employer agrees to provide to each Local, private use of adequate Union office space.

6. Each Local will establish an agreement with the senior management official at that location. In addition, the Employer will furnish desks, tables, typewriters, chairs, file cabinets and bookcase (as available), utility services, cleaning, maintenance and telephone service to include access to DSN/WATTS/FTS/FAX leased circuitry, for representational use only, at no cost to the Union.

7. The Employer agrees to provide the Union with adequate computer systems. The Employer also agrees to provide the Union with access to the Agency's LAN/WAN system.

8. Management agrees to allow the Union to post a sign in each worksite Bargaining Unit members are employed, to identify itself as the sole representative of the Technician labor force at that location. The sign will not exceed 9" x 12" and will be displayed at a location mutually agreed upon by Management and the Union.

ARTICLE 22

TEMPORARY DUTY (TDY)

SECTION 22.1 – GENERAL

1. The use of government quarters by Technicians during temporary duty (TDY) assignments to military posts, camps, stations, or depots owned and operated by the United States Government may be required under certain conditions.
2. Barring any restrictions imposed by Management due to concerns for Employee personal safety (i.e., local THREATCON levels), IAW JTR Volume II, Section T4040 Paragraph A (1), Subpart C & D, use of government quarters by Technicians on TDY Status is not mandatory.

SECTION 22.2 – AVAILABILITY

1. For the purposes of TDY travel by Employees, "AVAILABLE GOVERNMENT QUARTERS" will be defined as follows:

Available Government Quarters shall:

- (1) Fulfill the "Adequate Government Quarters" definition.
- (2) Be arranged either by Management, or by the Employee, through the designated travel office, to provide quarters to the Employee in a timely manner.

SECTION 22.3 – GOVERNMENT QUARTERS DETERMINATION

1. The function issuing the Travel Order, usually the Activity, will, prior to the Employee being issued Travel Orders, determine if the TDY is to a government installation. The following actions will apply:
 - a. If the TDY is to a government installation, and government quarters are available, then:
 - (1) The Employer will advise the Employee of the availability of government quarters.
 - (2) The Employer or the Employee will reserve government quarters at the TDY installation (at least one week prior to departure, if possible).
 - b. If the TDY is to a government installation, and government quarters are not available, or TDY is to a non-government installation, then:
 - a. The Employer will advise the Employee of the non-availability of government quarters. The Employer will ensure all travel, per diem and entitlements that are authorized are paid in accordance with all applicable laws and regulations.
2. The Employer will insure equitable treatment in the use of government quarters during a TDY when Management and Employees are on the same or similar missions, meaning that both Management and Employee personnel quarters will be of equal standard.

SECTION 22.4 – EMPLOYEE TRAVEL ENTITLEMENTS & RIGHTS

1. No Employee shall be made to suffer the loss of travel, per diem, entitlements or annual leave due to an administrative error on the part of the Employer to include situations beyond their control.
2. Travel and per diem for TDY as a Technician shall be paid at the rate in accordance with JTR Volume II.

3. Each Employee will be given fourteen (14) days notice, if possible, before being assigned TDY.
4. In no case will TDY's be assigned to any Employee as a reward or punishment.
5. Complaints concerning the use of government quarters, and the adequacy of said quarters, will be handled under the grievance procedure of this negotiated agreement upon return from TDY.
6. Upon request, an Employee will be provided the maximum advance per diem allowed by law, rule or regulation. This is normally accomplished by means of the Government Travel Card (GTC). Employees who, for whatever reason, do not possess a GTC may receive a cash advance from the Employer prior to departing for the TDY destination.
7. Employees will not be required to eat in a mess hall or to eat field rations, except in emergency conditions.
8. When privately owned conveyance (POC) is used at the TDY location, travel orders will include a statement that "In-and-around mileage will be paid if warranted and necessary." Mileage will be paid in accordance with JTR Volume II, based on meals and incidentals available and not to exceed reasonable travel to local eating establishments.

ARTICLE 23

PERFORMANCE STANDARDS & EVALUATIONS

SECTION 23.1 – EMPLOYEE APPRAISAL SYSTEM

1. The performance appraisal system will incorporate all the requirements of the National Guard Bureau (NGB).

SECTION 23.2 – DEVELOPMENT OF PERFORMANCE STANDARDS AND CRITICAL ELEMENTS

1. The development of performance standards and identification of critical elements will be a joint effort between the Employee and his/her Supervisor.

2. These elements must be fair and equitable and consistent with the position description of the job.

3. Employees and the Supervisors shall meet at least once a year to discuss the performance standards and critical elements to be applicable for the coming rating year.

4. The standards and identified critical elements shall be put in writing and signed by the Employee and Supervisor.

5. Further amendments may be made during the rating year and these amendments shall be noted with the parties' signatures.

SECTION 23.3 – OFFICIAL APPRAISAL

1. To have an objective appraisal, the Employee will work for the appraiser not less than one hundred and twenty (120) days. When this is not the case, the last approved performance appraisal on file will be the one used.

2. The appraisal given Employees by their Supervisor shall be objective and the critical elements and performance standards shall be fairly and equitably applied.

3. If the Employee believes the above criteria have not been met, he/she may appeal or grieve the Appraisal using the grievance procedures established in Article 12.

4. All appraisals shall be prepared in accordance with the following:

- a. The Supervisor will discuss the Employee's job performance with the Employee in private surroundings at least annually or more often as required. Performance will be appraised on a continuing basis and Technicians will be kept abreast as to how their performance compares to the established performance standards.
- b. If the Supervisor has identified short comings in the Employee's performance, the Employee shall be notified when the problem is perceived. The Supervisor will suggest ways for the Employee to improve the quantity and quality of work in order to more satisfactorily perform duties at expected levels.
- c. Performance appraisal will be presented to the Technician with the goal of arriving at the mutual understanding of Supervisory expectations, the level of accomplishment attained by the Employee, and future actions for improvement. The Technician at this point will have an opportunity to discuss the appraisal and propose any changes he/she feels appropriate.

SECTION 23.4 – WITHIN GRADE INCREASES

1. Normally, eligible personnel will receive a within grade increase, provided that their performance rating is “fully acceptable” or higher.

SECTION 23.5 – ACTIONS BASED ON UNACCEPTABLE PERFORMANCE

1. An indefinite or permanent Employee whose performance is below fully acceptable is entitled to:

a. A one hundred eighty (180) day advance written notice which informs the Employee of:

(1) The instances of unacceptable performance.

(2) The critical elements of the job standard which are unacceptable.

(3) How the Supervisor will assist the Employee in bringing his/her work up to acceptable standards.

b. Be represented by a LIUNA representative(s).

2. The Employee will be given a copy of the performance appraisal stating the specific instances of unacceptable performance on which the reduction in grade or removal will be based on IAW Technician Personnel Regulation (TPR) 430.

3. If an Employee is subjected to action based on unacceptable performance and the Employee files for disability retirement, the Activity will consider to stay the action for a reasonable period of time, normally one hundred eighty (180) days, to allow a determination to be made concerning the disability retirement.

4. In addition, in instances of unacceptable performance, use of the Employee Assistance Program (Article 26) may be an appropriate course of action. Both Supervisors and Employees share the burden of identifying situations where an individual should either be referred to the program or voluntarily seek the available assistance of the program.

SECTION 23.6 – INCENTIVE AWARDS PROGRAM

1. The Employer recognizes that it is important to reward those Employees that consistently excel in the performance of their duties. Therefore, the Employer will implement and maintain an Incentive Awards Program to recognize Employee efforts.

2. The Employer agrees that the Union will have a full member on the Incentive Awards Committee.

3. The Employer shall publish its policy on the Incentive Awards Program Activity on the Agencies web portal in order to educate Supervisor and the Employees regarding the Program.

4. The Employer shall administer the Incentive Awards Program in accordance with Technician Personnel Regulation (TPR) 451 (National Guard Incentive Awards Program).

5. Upon request from the Union, the Employer will provide the Union with a report of all Technician Workforce Personnel (Supervisors and Employees) who received an Incentive Award the previous calendar year. The report should include the name, branch of service, and type of award (monetary or time-off)

ARTICLE 24

EMPLOYEE ASSISTANCE PROGRAM (EAP)

SECTION 24.1 – GENERAL

1. The Employer shall institute an effective Employee Assistance Program (EAP) that meets the requirements of applicable laws, regulations, and guidelines.
2. The Employer and the Union shall discuss and negotiate any proposed changes or recommendations relative to the program for Bargaining Unit Employees.
3. Union officials involved in activities or representation pursuant to this article shall be considered to be on official time.

SECTION 24.2 – POLICY

1. The Employer recognizes that job and non-job related stress, and the medical/behavioral problems of an Employee and/or his family members, including alcoholism and drug abuse, can interfere with an Employee's job performance.
2. Stress, alcoholism, and drug abuse are recognized by Medical Authorities as legitimate diseases and/or illnesses. An Employee with this type of disease/illness shall receive the same consideration, compassion, and respect as an Employee who has another more commonly accepted disease/illnesses.
3. The Employer acknowledges that such problems may be resolved with proper treatment and workers can return to high levels of productivity.
4. Appropriate assistance will be provided to help overcome problems before performance becomes unacceptable and detrimental to the mission of the Louisiana National Guard.
5. An Employee who voluntarily acknowledges to a Supervisor that he/she is experiencing medical/behavioral problems (either personally or in their family life) will immediately be referred to the Employee Assistance Program.
6. If a Supervisor reasonably suspects that an Employee is having a medical/behavioral problem, and the Technician does not acknowledge it, the Supervisor will refer to the Employee Assistance Program Directive for proper guidance.
7. With the exception of an Employee who is found to be using illegal drugs or in violation of a law, no Employee acknowledging a medical/behavioral problem to a Supervisor shall be disciplined without first having the opportunity to avail him or herself of professional help. Participation in rehabilitative programs shall be viewed favorably in consideration of disciplinary action against an Employee.
8. Only trained personnel should attempt to advise an Employee on medical/behavioral problems.
9. Management will accept the professional opinion of the Employee's counselor in establishing reasonable expectations for recovery, but no Employee may normally be terminated from employment while participating in this program in accordance with applicable laws, rules, or regulations.
10. No Employee will have his/her job security or promotion opportunities jeopardized by his/her request for counseling or referral assistance, except as limited by laws relating to sensitive positions.
11. Sick leave may be granted for treatment or counseling sessions.
12. Management will maintain a listing of community facilities for treatment of medical/ behavioral

problems.

13. The confidential nature of medical records and disclosure of names shall be maintained in accordance with the Employee Assistance Program Directive.

14. Appropriate program publicity of the Employee Assistance Program will be provided by the Human Resources/Equal Employment Opportunity Section of the HRO.

15. Names, locations, and phone numbers of the Program Coordinator(s) will be posted in conspicuous locations.

ARTICLE 25

OUTSOURCING & CONTRACTING OUT

SECTION 25.1 – GENERAL

1. All parties agree that it is in the best interest of both Employees and Management to preserve manpower positions within the Louisiana National Guard (LANG).
2. With respect to possible contracting out, the Employer agrees to:
 - a. Provide the Union with all available information concerning any reviews of function for possible contracting out, and if any Bargaining Unit members are affected, to the maximum extent allowed by applicable laws, rules or regulations.
 - b. Provide Union representatives training as is provided to the contracting review committee regarding the contracting out process.
 - c. Provide the Union notification, without delay, concerning any proposal to contract out work performed by unit Employees or any proposal to review functional areas for possible conversion to contract.
3. The Union will designate a representative to serve on the Commercial Activities Working Group, or any like committees, and may attend meetings that relate to the development of the Performance Work Statement (PWS) or the Most Efficient Organization (MEO) where membership of these organizations is under the control of the Louisiana National Guard.
4. Where membership of these organizations is not under control of the Louisiana National Guard, the Agency will make a request to the controlling Agency to include a Union representative at any meetings held in regards to PWS or MEO.
5. The Union will be included in the preparation of the PWS and MEO to the extent not prohibited by law.
6. Some of the Group's work may, occasionally, be considered internal management deliberations and, in such instances, would not require the inclusion of Union personnel. In these instances, the Union will be notified in writing prior to any meeting being held.
7. Where the Union feels the best interest of the Employees is not being guarded by the Agency in regards to this Article, negotiations may be initiated IAW the provisions of Article 6, Section 6.2.

ARTICLE 26

(TITLE 5 U.S.C. SECTIONS 5343 & 5346)

WAGE SURVEY

SECTION 26.1 – EMPLOYEE PARTICIPATION

1. The Employer recognizes that Employees can make valuable contributions in regards to developing wage policies and in conducting wage surveys. The Employer will make a concerted effort to draw on the benefits of keeping Employees informed on wage matters.
2. Every reasonable opportunity will be afforded the Union to make comments, suggestions, and recommendations pursuant to the development of wage policy.

SECTION 26.2 – UNION/EMPLOYEE PARTICIPATION

1. The Employer will notify the Union as soon as possible after receiving notification of a pending wage survey from the DoD.
2. The Employer agrees to abide by the appropriate directive for conducting Federal Wage Surveys (FWS), in determining the means of transportation to be used in collecting data.
3. If the Employer determines that privately owned vehicles are authorized for use, privately owned vehicle (POV) owners will be reimbursed for travel expenses upon presentation of a properly completed and certified voucher.
4. In response to the Area Wage Survey Committee's notice of a wage survey, the affected Union Local(s) will appoint representatives, as needed, to participate on the Wage Survey Committee.
5. The HRO will notify the Union of this request.
6. All Employees who participate in this survey will be on official duty time when taking part in data collection activities.
7. When requested to do so by the Local Wage Survey Committee, the Employer and the Union will select Employees as data collectors, of the Local Wage Survey Committee on the basis of their qualifications to assist in the collection of wage data.
8. It is agreed that due consideration will be given to selecting unit members who have job experience and who meet the necessary qualifications as data collectors as outlined in the appropriate instructions.
9. After the completion of the survey, the Employer agrees to give the results of the wage survey the widest possible dissemination.
10. The new approved wage scale will be published and distributed as soon as possible by the Employer.

ARTICLE 27

LABOR/MANAGEMENT COOPERATION

SECTION 27.1 – JOINT EMPLOYER-UNION SPONSORED TRAINING SESSIONS

1. The Employer and the Union agree to conduct, on official duty time, joint Employer-Union training sessions, upon request by either party, regarding the administration of this Agreement.
2. Such training will be primarily concerned with orienting and briefing Union and Management officials with the administration of this Agreement, and Government-wide and Agency policies pertaining to this Agreement.

SECTION 27.2 – LABOR/MANAGEMENT RELATIONS (LMR) TRAINING

1. An Employee who is an official or representative of a Labor Organization holding exclusive recognition may be granted official time in conjunction with attendance at a training session sponsored by that organization, provided that the subject matter of such training is in the public interest and will benefit the Government, the Labor Organization, and the Louisiana National Guard.
2. Requests to be excused to attend Union sponsored training will be submitted, with justification and through the proper channels, to the Human Resource Office no later than 14 days prior to the training session.
3. Approval/Disapproval notice will be returned either by official correspondence or e-mail no later than seven (7) days prior to the training session.
4. Specific justification for approval of LMR Training is as follows:
 - a. The name and title of the official or representative of the appropriate LIUNA Local.
 - b. The name or title of the Union sponsored training session.
 - c. The agenda of the Union sponsored training session, to include total number of hours.
 - d. The specific dates of training.
 - e. The total number of hours requested.
 - f. Location of Training, i.e. facility and address.
5. Upon completion of the training, a certificate of attendance or a letter certifying the attendance of the Union representative is required to verify excused absence used.
6. Verification of attendance will be given to immediate Supervisors for time keeping purposes.
7. When LMR training constitutes official business (i.e. training is in the public interest and benefits the Government, the Union, and the Louisiana National Guard) travel and per diem may be paid IAW appropriate law, rule or regulation.

SECTION 27.3 – ORIENTATION OF NEW EMPLOYEES

1. Management will provide the Council with an email containing the name, position, grade and duty station (including shop or office) of each new temporary, temporary-indefinite, or permanent Employee who enters the Bargaining Unit within fifteen (15) days after appointment.

2. At the time of their appointment, all new temporary, temporary-indefinite, and permanent Employees will be informed by the Employer that the Union is the exclusive representative of all Employees in the Bargaining Unit.
3. New Employees will be provided with a copy of the current Labor/Management Agreement.
4. Upon a new Employee's appointment into the Bargaining Unit the Union will be allowed up to fifteen (15) minutes of Official Time to brief the new Employee on his/her rights as an Employee of the Federal Government, the Union's role in the workplace, and the membership benefits the Union has to offer.

ARTICLE 28

POLICY LETTERS & MEMORANDUMS AFFECTING CONDITIONS OF EMPLOYMENT & EMPLOYEE CONDUCT

SECTION 28.1 – PURPOSE

1. This Article establishes procedures Management will use to notify Employees of the Bargaining Unit regarding the establishment of new Personnel Policies or Memorandums which affect the conditions of employment and/or conduct at the local Activity. The use of these steps will enhance communications among Employees & the Employer.

2. The Employee will comply with policies already in place provided the policy meets the criteria set forth in this Article, and it does not violate the provisions of this contract or any other regulations or laws in place.

SECTION 28.2 – CREATING POLICIES

1. It is agreed that situations may arise which are detrimental to the good order and discipline of the Activity. When such instances arise, Management may implement local Personnel Policies to address specific instances of Employee conduct.

2. These local policies may be created in the form of a Policy Letter or Memorandum generated by the local Activity Commander.

SECTION 28.3 – REVIEW OF POLICIES

1. A Personnel Policy Letter or Memorandum which addresses an Employee conduct issue within the Activity falls under the category of conditions of employment and, therefore, is subject to the provisions of Article 6.

SECTION 28.4 – NOTIFICATION OF PERSONNEL POLICIES

1. Management should ensure that all Employees are aware of any local policies affecting their on or off-duty conduct.

2. A master copy of all current local policies dealing with Employee conduct should be kept by the Activity Commander. Electronic access to all current local policies should be made available to all Employees on the local Activity's web site or Local Area Network.

3. Section Supervisors should keep a copy of all current policy letters within their work-center and will make the policies readily available to all Employees for on-the-spot review.

4. Section Supervisors should brief their Employees annually on all current policies affecting their working conditions. This briefing can be done on an individual basis in conjunction with the Employees yearly appraisal, or as a group.

SECTION 28.5 – TIME LIMITS

1. Policies established IAW with this Article will be periodically reviewed for relevance. These reviews will be accomplished by both parties on a bi-annual basis, or whenever a new Commander assumes charge of the local Activity, whichever comes first.

2. At the time of review both parties will be allowed to make change recommendations or requests for termination of the local policy.

3. Local Activity Commanders can rescind a Personnel Policy or Memorandum at any time without consulting the Union. Employees will be immediately informed regarding the termination of a local Personnel Policy or Memorandum.

4. New Activity Commanders will review all existing Personnel Policies and Memorandums in effect at the time they assume command and either rescind or renew them at their discretion. Existing policies renewed by new Commanders must be re-issued with the new Commander's signature and letterhead.

ARTICLE 29

MISSION ESSENTIAL TASK (MET)

SECTION 29.1 – GENERAL

1. The Union agrees to fully support the Agency in its duty to fulfill all Mission Essential Tasks (METs).
2. The Union recognizes that supporting these tasks may require that Employees miss their regularly scheduled lunch period, or that they perform non-scheduled mandatory overtime.

SECTION 29.2 – MISSION ESSENTIAL TASK LISTING (METL)

1. The Employer will generate a Mission Essential Task List (METL) and give it the widest possible dissemination.
 1. Supervisors should ensure Employees are aware of the METL. The METL broadly defines the Federal, State, and Local missions that the Activity is tasked with accomplishing, and the specific tasks that local Bargaining Unit Employees must be prepared to accomplish in order to support the Employers mission goals.
2. It is recognized that the METL can vary depending on situations beyond Managements control. When an Activity's METL changes to accommodate sudden and unexpected situations which arise locally, nationally, or internationally, there will be no requirement to provide Employees with advanced notice of a change. However, Employees will be notified of new MET's as soon as possible.

ARTICLE 30

PARTNERSHIP COUNCIL

SECTION 30.1 – AGREEMENT

1. The Employer and the Union agree to maintain the State level Partnership Council whose purpose is for the parties to interact at the State level and provide guidance to the local level partnership committees.
2. The Adjutant General will appoint the chairperson and Management Members, and the Union will appoint the members from the Bargaining Unit to serve on the Council and on committees as necessary.
3. The State Council will meet at the call of the chairperson and will meet a minimum of bi-annually.

SECTION 30.2 – GENERAL INSTRUCTIONS

1. The recommendations of the Partnership Council may not violate or modify existing law, rule or regulation or the provisions of this agreement.
2. The committees should address solutions to local problems or situations and/or make recommendations to the State Partnership Council for situations that should be addressed at the State level.
3. Solutions reached by the Council or committees cannot adversely affect an Activity's ability to accomplish their mission.
4. The Adjutant General will have veto power to reject any solution that is beyond an Activities resources or that negatively impacts the ability of an Activity to accomplish its mission.

APPENDIX A

GLOSSARY

ACTIVITY: Location of work with a specific mission.

ADEQUATE GOVERNMENT QUARTERS: Adequate Government Quarters shall meet all of the following criteria IAW DoD Instruction 4165.47:

D.2 Minimum Standards of Adequacy

- e. *Furnishings. Criteria and allowances for furnishings shall be as specified in DoD Instruction 4165.43 (reference (i)). However, the following basic items are required in all room-configured units for unaccompanied transient personnel: bed, bed linens, pillow, blanket, chair, closet or wardrobe, dresser or chest of drawers for each person, window coverings, lock and keys for doors to all rooms, and inside and outside locks or latches on all bathroom or kitchen facilities between rooms.*
- f. *Services and Supplies. The following services and supplies are required in all room-configured units used for unaccompanied transient personnel:*
 - 1. *Twenty-four hour check-in or check out service and 24 hour wake-up service, or issue of an alarm clock.*
 - 2. *Custodial service in all common-use areas.*
 - 3. *Daily maid service, which includes bed-making, cleaning of bathroom, emptying of trash containers and ashtrays, dusting and vacuuming, change of towel, washcloth, and drinking glass.*
 - 4. *Change of bed linens when guests have departed, and at least weekly for long-term guests.*
 - 5. *At least one towel, washcloth, bar of soap, and drinking glass per person.*
- g. *Application. The minimum standards of adequacy for the existing inventory are contained in enclosures 3 and 4 of DoD Instruction 4165.43 for permanent party and transient personnel. The latter, together with the requirements specified in subparagraphs D.2.e and f., above, shall be used for determining when certification of non-availability may be issued to personnel on TDY.*

ADVERSE ACTION: A personnel action such as removal, a suspension of any length, or a reduction in grade or pay, taken by the Agency against an Employee for disciplinary reasons. Action will be taken in accordance with Technician Personnel Regulation (TPR) 752.

AGENCY: The Louisiana National Guard (LANG).

AGREEMENT, COLLECTIVE BARGAINING: A written agreement or contract arrived at as a result of negotiations between the Employer and the exclusive representative of the Employees (The Union). The agreement sets forth both conditions of work and procedures to assure Employee rights are protected and responsibilities concerning the formulation and implementation of policies affecting conditions of employment are fulfilled. This is sometimes also referred to as the Labor/Management Agreement, or LMA.

ALTERNATIVE DISPUTE RESOLUTION (ADR): Encompasses a broad range of joint problem-solving processes whose basic purpose is to settle disagreements without the necessity of litigation.

AMENDMENTS: Modifications of the basic Collective Bargaining Agreement to add, delete, or change

portions, sections, or articles of this agreement.

AREA OF CONSIDERATION: An area of consideration is the area (geographic, organizationally, or functionally) in which an intensive search for eligible candidates for employment is made.

AUTHORITY: The Federal Labor Relations Authority (FLRA) established by the Civil Service Reform Act of 1978.

BARGAINING UNIT: See the definition for *Collective Bargaining Unit*.

BONA FIDE: 1. Made or carried out in good faith; sincere: 2. Authentic; genuine.

COLLECTIVE BARGAINING UNIT: Applicable to all Employees in the areas covered by LIUNA Locals 1707, 1708, and 1737 who are eligible to be members of the respective Bargaining Units.

COMPETITIVE SERVICE: Technicians who are not required maintain a military membership in the National Guard as a condition of employment.

COMPRESSED WORK SCHEDULE: An 80-hour bi-weekly basic work requirement, which is scheduled for less than 10 working days.

COMMUTING AREA: The geographical area within a predetermined radial distance from the Activity in which a person can reasonably be expected to travel to and from work on a daily basis. The area is usually within one (1) to two (2) hours of the Employee's worksite.

CONDITIONS OF EMPLOYMENT: Personnel policies, practices, and matters, whether established by rule, regulation, or otherwise, affecting working conditions, except that such term does not preclude policies, practices, and matters relating to prohibited political activities or classification of any positions, or to the extent such matters are specifically provided by Federal statute.

COUNCIL OF LOCALS: Consists of Locals 1707, 1708, and 1737 of the LABORERS' INTERNATIONAL UNION OF NORTH AMERICA (LIUNA).

CONSULTATION: For the purpose of this agreement, consultation is defined as mutual discussion prior to implementation, where possible, of personnel policies and practices related to conditions of employment.

DAY: For the purpose of this agreement, any reference to "day" in regards to time frames established by provisions of any Article within this agreement will be interpreted to mean one (1) calendar day, unless otherwise specified.

DETAIL: A temporary change of job assignment not to exceed thirty (30) days with the Technician returning to his or her regular duties at the end of the period.

DISCIPLINARY ACTION: A disciplinary action is an action taken against an Employee resulting in an oral admonishment or letter of reprimand. Actions will be taken in accordance with Technician Personnel Regulation 752.

DUTY TO BARGAIN IN GOOD FAITH: This duty is imposed upon an Agency and an exclusive representative by Title 5 U.S.C. 7114(a)(1). It includes:

1. Approaching the table with a sincere resolve to reach an agreement.
2. Being represented by duly authorized team members.
3. Meeting at reasonable times and convenient places as frequently as may be necessary.

4. Avoiding unnecessary delays.
5. In the case of an Agency, to furnish to the exclusive representative involved, or its authorized representative, upon request and, to the extent not prohibited by law, data:
 - a. Which is normally maintained by the Agency in the regular course of business.
 - b. Which is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining.
 - c. Which does not constitute guidance, advice, counsel, or training provided for management officials or Supervisors, relating to collective bargaining.
6. If agreement is reached, the parties to the negotiations will execute a written document embodying the agreed to terms, and take steps necessary to implement such agreement.

EMERGENCY: A situation which poses sudden, immediate and unforeseen work requirements for Management as a result of natural phenomena or other work critical circumstance beyond Management's reasonable control or ability to anticipate.

EMPLOYEE(S): The term Employee(s) applies to all Bargaining Unit personnel who are not managerial officials, Supervisors or Employees engaged in federal personnel work in other than a purely clerical capacity, security guards and professionals. All Employees of the bargaining Unit are entitled to be represented by the Union. However, temporary Employees cannot become members of the Union.

EXCEPTED SERVICE: Technicians who are required to be military members of the National Guard as a condition of employment.

FEDERAL LABOR RELATIONS AUTHORITY (FLRA): The body, which has jurisdiction over labor relations in the Federal Sector, as established by Title VII of the Civil Service Reform Act of 1968. This body is often referred to as the Authority.

FLEXTIME: A system of work scheduling which separates a workday into two distinct periods, a period of core time and period of flexible time.

FORMAL DISCUSSION: Any meeting or discussion between a Management official or representative of Management and a Bargaining Unit member concerning any grievance, any personnel practice or other general condition of employment.

FORMAL ORDER: An order given by a representative of Management, either verbally or in writing, to a Bargaining Unit Employee assigning work or duty status. A verbal Formal Order may be given in person or via a telephone conversation. A written Formal Order may only be given via an officially formatted letter from the Employer.

FURLOUGH: The placing of an Employee, in a temporary status, without duties and pay because of a lack of work, lack of funds, or unforeseeable circumstances such as breakdown in equipment, or natural disasters, sabotage, or sudden emergencies requiring immediate curtailment of activities.

GRIEVANCE: A complaint by an Employee Labor Organization concerning any matter relating to the employment of an Employee; or by any Employee, or Agency concerning the effect or interpretation, or claim of breach of a collective bargaining agreement; or any claimed violation, misinterpretation, or misapplication of any law, rule or regulation affecting conditions of employment.

IAW: In accordance with.

IMMINENT DANGER: Imminent danger means any conditions or practices in any workplace which are such that a danger exists which could reasonably be expected to cause death or serious physical harm

immediately or before the imminence of such danger can be eliminated through normal procedures.

IMPASSE: A deadlock in negotiations, which has occurred after a bona fide but unsuccessful attempt by labor and management to reach agreement on negotiable items.

LABOR ORGANIZATION: See *Union*. [See Title 5 U.S.C. 7103(a)(4)]

LAW: An act of Congress, which has been signed by the President or passed over his veto.

MILITARY TECHNICIANS: The term Military Technician applies to all Federal "Excepted" National Guard Technicians employed under the provisions Title 32 U.S.C. 709 and the National Guard Technician Act of 1968. The Department of Defense defines Military Technicians as a Federal Civilian Employee providing full-time support to a National Guard, Reserve, or Active Component organization for administration, training, and maintenance of the Selected Reserve.

MISSION ESSENTIAL TASKS (MET): A task expanded on from an accepted universal task list as a fundamental requisite for the performance or accomplishment of an organization's assigned mission. An organization should have a limited number of METs. While all tasks performed are important, most are performed to support or enable the essential tasks that are the reasons each particular organization exists. A MET comprises the task, conditions, and a standard or metric.

NEGOTIABILITY DISPUTE: A disagreement between the parties as to the negotiability of an item.

NEGOTIATION: Bargaining by representatives of the Employer and the Union on appropriate issues relating to conditions of employment with the view of arriving at a formal agreement.

OFFICIAL TIME: Official Time (administrative leave - excused absence) is authorized for representational purposes under Title 5 U.S.C. Chapter 71, CSRA. Official time is used for the purpose of Union Representation of Employees. This includes negotiations, re-negotiations, and on-going Labor/Management functions such as committees, grievances, appeals and Equal Employment Opportunity activities. The use of official time must be reasonable and mutually beneficial to Management, Employees and the Union, the Government, and the Louisiana National Guard.

OTHER DUTIES (AS ASSIGNED): Unexpected tasks or situations of an emergency, temporary, long-term, or developmental nature that arise from time to time.

PARKING AREA: An area adjacent to, or in close proximity of, the Activity where an Employee works. Normally, the parking area is owned or leased by the Agency and is available for Employees to park their automobiles during work hours at no cost to the Employee.

PAST PRACTICE: Relates to a much-repeated course of conduct regularly engaged in over a very substantial period of time by parties who can reasonably be presumed to be aware of such conduct (long continued, well-known, and mutually concurred-in course of conduct not specifically referenced in the agreement). It can take precedence over terms of the written agreement.

PERMANENT TECHNICIAN: An Employee who has been hired to fill a permanent vacancy and has fulfilled the required one (1) year probationary period.

PROHIBITED PERSONNEL PRACTICES: Discrimination on the basis of race, color, religion, sex, national origin, age, non-disqualifying handicapping condition, marital status, or political affiliation; coercing political Activity; appointing relatives (nepotism); taking actions of reprisal against whistleblowers; and other actions listed in Title I of the Civil Service Reform Act of 1978. [5 U.S.C. 2302].

PROMOTION POTENTIAL POSITIONS: Positions that provide an opportunity for promotion (trainee or upward mobility) in the same line of work. These positions normally provide training and experience for higher-level promotions.

QUALIFICATIONS REVIEW BOARD (QRB): The Employer's representatives that rate and rank all applicants in accordance with criteria established by Article 15 for the purpose of determining the seven (7) best qualified applicants.

REPRIMAND: An oral statement or formal letter of official censure providing for disciplinary action less severe than an adverse action. Normally the action is grievable under the negotiated grievance procedure.

SELECTING OFFICIAL: An individual appointed by The Adjutant General as the administrative head of an organization for the purpose of assisting in the administration of the National Guard Technician Personnel Program within the State. The Selecting Official may designate their authority to other management officials. The list of selecting officials and their designee will be provided to the union upon request.

SELECTIVE PLACEMENT FACTORS: Those job related knowledge, skills, abilities (KSA's) or other qualifications absolutely essential for satisfactory performance on the job. KSA's will be stated on all Technician vacancy announcements and used as part of qualification requirements for the position to be filled.

STAND-BY: A situation whereby a Technician is required to remain ready for duty at or within the confines of his or her station during longer than ordinary periods of duty when a substantial part of the time on duty consists of remaining in a standby status rather than performing work. Technicians may also be placed on Stand-by and confined to their private residence. Technicians on Stand-by receive Compensatory Time for the entire period they are required to be on Stand-by by the Employer.

SUPERVISOR: An individual employed by an Agency having authority in the interest of the Agency to hire, direct, assign, promote, reward, transfer, furlough, recall, suspend, discipline, or remove Employees, to adjust their grievances, or to effectively recommend such action, if the exercise of the authority is not merely routine or clerical in nature, but requires the consistent exercise of independent judgment.

SUPPLEMENTAL AGREEMENT: An agreement negotiated subsequent to the basic or initial agreement.

TEMPORARY INDEFINATE TECHNICIAN: An Employee serving under a temporary appointment that will typically last more than one (1) year.

TEMPORARY TECHNICIAN: An Employee serving under a temporary appointment that typically will last approximately ninety (90) days, but will not exceed one (1) 1 year in duration.

TEMPORARY PROMOTION: The placement of a Technician into a higher-graded position for which commensurate pay is received for a period of thirty (30) days, not to exceed one hundred and twenty (120) days. After which the Technician will revert to the position from which was promoted.

TRIAL PROBATIONARY PERIOD: The Trial Probationary Periods takes place during the first 12 consecutive months of Technician Employment.

UNFAIR LABOR PRACTICE (ULP): Behavior on the part of management or the Union, prohibited under Section 7116 of Title VII of the Civil Service Reform Act of 1978 (5 U.S.C. 7116).

UNFAIR LABOR PRACTICE (ULP) CHARGE: A Charge filed on FLRA Form 22 with the appropriate Regional Office citing the subsection of Section 7116 which has been violated, naming the party in violation and specifically outlining the facts which form the basis for the charge. Filing of this form must be done within six months of the incident(s) giving rise to the charge.

UNION: A lawful organization of any kind in which Employees participate that exists for the purpose of dealing with Management in matters concerning grievances over personnel policies and practices or other matters affecting working conditions of their Employees. A Labor Organization and a labor union

are synonymous.

UNION OFFICER: An elected official of the Union: President, Vice Presidents, Secretary, Treasurer and Chief Steward, as opposed to the Stewards who are usually appointed. The elected officers carry out the Union's relations with top Management officials on matters not resolved by Stewards and line managers and have such other duties as outlined in the local's constitution and by-laws.

UNION OFFICIAL: An elected or appointed official of the Union, including Stewards and National Office personnel who have been chosen to represent the Union on particular issues and on representational matters.

WORK ASSIGNED: Duties normally assigned an Employee in his/her permanently held position.

APPENDIX B

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APPENDIX C

EXECUTION OF AGREEMENT

In witness thereof, the parties, The Adjutant General of the Louisiana National Guard, State of Louisiana, and the LABORERS' INTERNATIONAL UNION OF NORTH AMERICA (LIUNA) Locals, 1707, 1708, and 1737, have entered into this agreement at Camp Beauregard, Pineville, Louisiana, on Thursday, January 11th, 2007, to become effective on March 1st, 2007.

On behalf of Management:

On behalf of the Union:

WARREN C. JONES
CAPT, LANG
CHIEF NEGOTIATOR

BIENVENIDO BANCHS
STEWARD, LIUNA 1707
CHIEF NEGOTIATOR

THOMAS K. ZABASKY
COL, LANG
NEGOTIATOR

PAUL N. TREUTING
PRESIDENT, LIUNA 1707
NEGOTIATOR

PAUL G. ARBOUR
COL, LANG
NEGOTIATOR

TONY S. SAN MARTIN
FIRST VICE-PRESIDENT, LIUNA 1707
NEGOTIATOR

GLENN P. HUTH
LTC, LANG
NEGOTIATOR

NEAL O. DOUBLE
PRESIDENT, LIUNA 1708
NEGOTIATOR

LADENNA M. PIPER
MAJ, LANG
NEGOTIATOR

JAMES A. WARD
FIRST VICE-PRESIDENT, LIUNA 1708
NEGOTIATOR

DANIEL W. FOWLER
STEWARD, LIUNA 1708
NEGOTIATOR

APPENDIX D

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