

LABOR - MANAGEMENT AGREEMENT

BETWEEN

**THE ADJUTANT GENERAL
GEORGIA ARMY & AIR NATIONAL GUARD**

AND

THE GEORGIA ASSOCIATION OF CIVILIAN TECHNICIANS (ACT), INC.



Approved:

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PREAMBLE

WHEREAS the public interest requires high standards of performance and continual development and implementation of modern and progressive work practices to facilitate improved performance and efficiency; and

WHEREAS the well being of employees and efficient administration of the government are benefited by providing employees an opportunity to participate in the formulation and implementation of personnel policies and practices affecting the conditions of their employment; and

WHEREAS the involvement of employees is improved through the maintenance of constructive and cooperative relationships between the labor organizations and management officials; and

WHEREAS the employer and the labor organization pledge to strive to address issues in the spirit of partnership and enhanced labor-management relations; and

WHEREAS there exists a clear and identifiable community of interest among the employees covered by this Agreement; and

WHEREAS this Agreement promotes the ease and efficiency of the Employer's operations;

NOW, THEREFORE, Pursuant to the policy set forth in the 5 USC Chapter 71 is Title VII of the Civil Service Reform Act of 1978 (Public Law 95-454).as amended, the following Articles constitute an agreement by and between The Adjutant General of Georgia, hereinafter referred to as the Employer, and All Georgia Chapters of The Association of Civilian Technicians, ACT, Inc., hereinafter referred to as the Labor Organization.

Terms of Reference:

Gender Neutrality: Every effort was made to make this agreement language gender neutral. Any specific reference to "he" or "she" may be read as gender neutral.

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

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ARTICLE 1
RECOGNITION AND UNIT DESIGNATION

SECTION 1.1 RECOGNITION:

The Employer hereby recognizes the Labor Organization as the exclusive representative of all Technicians in the two units as defined in Section 1.2 below. The Labor Organization hereby recognizes the responsibility of representing the interests of all such Technicians without discrimination and regard to Labor Organization 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 and published agency policies and regulations. Georgia National Guard Labor Organization State Officials on official business will be granted a temporary parking space when coordinated via formal communication with the Installation/Unit Leadership no later than 5 days prior to schedule visits.

SECTION 1.2 RECOGNIZED BARGAINING UNITS:

The recognized bargaining units covered by this agreement are as follows:

- a. All General Schedule and Wage Grade Technicians employed by the Georgia Air National Guard.
- b. All General Schedule and Wage Grade Technicians employed by the Georgia Army National Guard.

SECTION 1.3 EXCLUDED POSITIONS:

Excluded from the bargaining units covered by this agreement are all management officials and supervisors, to include those Technicians involved with Federal personnel work, in other than a purely clerical capacity, and professional Technicians, as well as employees engaged in intelligence, counterintelligence, investigative, or security work which directly affects national security, as defined in Title 5 USC 7103 and 7112 (b), (2), (3), (4), (6), and (7).

SECTIONS 1.4 PROVIDE COPY OF MANNING DOCUMENT:

Upon request, the Employer will provide the Labor Organization a copy of the current technician manning document showing the positions authorized for a specific installation for the facilities for the Georgia National Guard and the Employer will provide the State Chairman a copy of the Human Resources Manning Documents. A review of a Human Resource Manning document will be conducted on a semi-annual basis on mutually agreed upon dates with ACT State Executive Council.

SECTION 1.5 ACCESS TO MANAGEMENT DIRECTIVES

Technicians/Labor Organization stewards, upon request, will be provided access to management regulations and policies normally maintained as part of the supervisor's manual.

ARTICLE 2

PURPOSE

SECTION 2.1 PURPOSE OF AGREEMENT:

This agreement sets forth the respective roles and responsibilities of the parties; and indicates the nature of the subject matter of proper mutual concern. The Employer and the Labor Organization agree that the parties have had full and fair opportunity to bargain on all aspects of all the topics contained in this agreement and that this contract represents the parties' full, final, and complete agreement on all aspects of the topics included in the agreement for the life of the contract. The purpose of the parties in entering into this is to, but not limited to:

- a. Insure technician's participation in the formulation of personnel policies and procedures through impact and implementation (I&I) bargaining by the Labor Organization.
- b. Provide for the highest degree of efficiency and responsibility in accomplishing the mission of the Employer.
- c. Promote systematic labor-management cooperation.
- d. Facilitate the adjustment of grievances and disputes to a fair and equitable solution.
- e. Establish the procedures and methods that will hereinafter govern the working relationship between the parties.
- f. Express the full agreement of all parties and shall govern those areas covered in this contract, and that the parties will be bound by the terms of this agreement.
- g. The Labor Organization agrees to support the Employer in its efforts to eliminate waste, combat absenteeism, conserve materials and supplies, insure timely completion of work, improve the quality of workmanship, encourage the submission of improvements and cost reduction ideas, prevent accidents, and promote the development of good will.

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ARTICLE 3

LABOR-MANAGEMENT COOPERATION

SECTION 3.1 APPLICATION:

The requirements of all Sections of this Article shall apply to all supplemental, implementing, subsidiary, or informal agreements.

SECTION 3.2 GOVERNING LAWS, REGULATIONS, POLICIES:

In the administration of all matters covered by the agreement, officials and Technicians are governed by existing laws and the regulations of appropriate authorities, including policies set forth in the Code of Federal Regulations; by published agency policies and regulations in existence at the time the agreement was approved; or by subsequent published OPM, agency, and state policies and regulations and changes required by law and/or when negotiated by the Employer and Labor Organization.

a. It is agreed that in the administration of all matters covered by the agreement, officials and technicians are governed by existing or future laws and regulations of appropriate authorities including policies set forth in the Code of Federal Regulations (CFR).

b. Management officials of the Agency at each facility retain the right afforded them in 5 USC 7106. Wherever provisions of this agreement identify a specific office or individual to perform a specific function, this is done to provide a guide as to how situations are handled.

SECTION 3.3 MANAGEMENT - EMPLOYER RIGHTS:

Employer retains the right, in accordance with 5 USC Section 7106(a), to determine the mission, budget, organization, number of Technicians, internal security practices of the agency, and in accordance with applicable laws:

a. To hire, assign, direct, layoff, and retain Technicians in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such 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; or

(2) Any other appropriate source; and

d. To take whatever actions necessary to carry out the agency mission during emergencies. An emergency may involve, but not limited to, situations where the Employer determines that the activity would be seriously handicapped in carrying out its functions or that costs would be substantially increased.

SECTION 3.4 LABOR-MANAGEMENT FORUMS:

a. A Labor-Management Forum will be established at each ARNG MACOM and at each ANG wing, to include supported GSUs, and at the State level.

b. Labor-Management meetings will be conducted quarterly on a scheduled basis between the Labor Organization and The Adjutant General or his designated representative. Labor-Management meetings may be conducted at the local level when requested by either party. An agenda of items to be discussed will be prepared by the party requesting the meeting. Additional meetings may be requested by either party.

c. Management and Labor Organization representatives at all levels will meet at reasonable times to discuss matters of mutual concern when requested by Management or Labor Organization.

d. The charter at Appendix A will be used by all Labor-Management Forums.

SECTION 3.5 WAGE SURVEY ASSISTANCE:

When assistance is requested by an activity conducting a wage survey, the Employer agrees to provide for Labor Organization participation in wage survey activities in accordance with Office of Personnel Management guidelines contained in 5 CFR, Chapter 532, Federal Wage System, and supplements thereto.

SECTION 3.6 LABOR ORGANIZATION AGREES TO ENCOURAGE TECHNICIANS:

The Labor Organization agrees insofar as possible to encourage Technicians to:

- (a) perform properly assigned duties to the best of their ability,
- (b) comply with applicable standards of conduct
- (c) cooperate and strive to maintain good working relations with their supervisors and fellow Technicians and
- (d) participate in and promote programs designed to improve work methods and conditions.

SECTION 3.7 EMPLOYER OBLIGATIONS

a. The Employer agrees to produce at the time of orientation the Labor Management Agreement/Informational CD for each incoming Technician. The Agency will furnish one hundred hard copies of this Labor Management Agreement to the Labor Organization. Upon request existing Technician will receive a copy of this Labor Management Agreement/Informational CD. The Labor Management Agreement will also be available on www.gahro.com.

b. The Employer agrees to furnish upon request to the Labor Organization, for its internal use only, a list of authorized bargaining unit positions, as well as, the names of technicians, their grades, and the position titles as defined in the agreement for all technicians in the bargaining unit annually as of 1 January each year, or upon request from Labor State Council.

c. In accordance with 5 USC Section 7117, the Labor Organization will be afforded its right to request impact and implementation (I&I) bargaining on conditions of employment, to include both personnel policies and practices and matters affecting working conditions at the State or local level. Matters that significantly affect more than one work facility will be conducted at the State level.

d. Official Notification: The employer agrees to notify the union prior to affecting any change to personnel policies, practices, and matters affecting working conditions of the bargaining unit employees.

(1) For the purposes of this agreement official notification will be defined as follows: "Official Notification will be in written form bearing the signature of the initiating individual and delivered to the addressee."

(2) Official notification must be directed to the Chapter President or his/her appointed representative or the appropriate Employer representative.

e. The Employer agrees to furnish the Labor Organization Executive Council Officials annually, and/or upon request a copy of Organizational Charts for all Georgia National Guard units.

SECTION 3.8 JOINT RESPONSIBILITIES

a. Correspondence: Correspondence between the Employer and the Labor Organization shall be answered by either party within twenty (20) work days or less of the time receipt of said correspondence. This time limit does not supersede other time requirements as stated in articles of the collective bargaining agreement. The Employer and the Labor Organization agree that all inquiries relating to technician matters submitted by individual technicians will be processed in a timely manner and that the technician will be provided with a timely reply to the inquiry.

b. Labor/Management Training: The Employer and Labor Organization will insure all supervisory/management personnel and Labor Organization Officers and Stewards are trained as to the provisions of this agreement. A member of both negotiating teams will jointly present the training to a forum of both supervisor/management personnel, and Labor Organization Officers and Stewards between 60 and 90 days following distribution of the contract.

c. Identification of Facts: The Employer and the Labor Organization agree that in accordance with current regulations neither party shall present a charge, defamation, intimidation, or wrongdoing against a person or an employee of the technician program without a complete identification of the facts.

SECTION 3.9 LABOR ORGANIZATION OBLIGATIONS

The Labor Organization agrees to furnish the Employer, and maintain on a current basis, a complete list of all Labor Organization officers and stewards to include work area and phone number. Personnel not appointed by the Labor Organization will not be allowed to perform official representational functions, nor will they be allowed the use of official time. The Labor Organization will appoint bargaining unit representatives in writing. The Labor Organization President or Executive Vice- President may appoint bargaining unit representatives telephonically with the appointment to be accomplished in writing within five (5) working days. ACT Representatives are included and recognized as representatives for the Labor Organization at their request.

SECTION 3.10 RIGHTS OF THE LABOR ORGANIZATION

a. A representative of the Labor Organization shall have the right to be present at any formal discussion between one or more representatives of the agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practice or other general condition of employment, in accordance with 5 U.S.C. 7114 (a) (2) (A)

b. The Labor Organization may, at the election of the agency, negotiate over subjects set forth in 5 U.S.C. 7106 (b) (1).

c. The Employer agrees that there shall be no restraint, interference, or coercion against any Labor Organization official or steward and that no officer or steward will be transferred from one work assignment to another for the purpose of discrimination against such officer or steward because of their performance of proper Labor Organization functions.

d. The employer will provide to the Labor Organization the names and work locations of new technicians upon request.

e. A Labor Organization official has the right to be present at mission briefings that are held to brief technicians involved in such assignments pertaining to their technician status.

ARTICLE 4
DUES WITHHOLDING

SECTION 4.1 ARRANGEMENTS FOR DUES DEDUCTIONS:

The Labor Organization and the Employer will make the following arrangements for dues deduction in accordance with 5 USC Section 7115.

a. 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.

b. 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.

c. An allotment shall terminate when the Technician leaves the unit as a result of any type of separation, transfer, reassignment, promotion or other action which would exclude the Technician from the bargaining unit; upon loss of exclusive recognition by the Labor Organization; or when the agreement providing for dues withholding is suspended or terminated by an appropriate authority outside DoD.

d. Voluntary revocation of dues withholding will be submitted to the HRO on the appropriate revocation form. A Technician may obtain this form from the Technician Payroll Office or the HRO. However, a written request to terminate dues withholding, signed by the Technician, will be acceptable. Voluntary termination of dues withholding will not become effective until the first full pay period following the first anniversary of the allotment. It is the Technician's responsibility to ensure the written revocation is received in the appropriate payroll office.

e. After the first anniversary of the allotment, Technicians shall only be allowed to voluntarily revoke their allotment at the established anniversary date of December 1st. Termination of dues withholding will become effective the first full pay period beginning on or after December 1st. It is the Technician's responsibility to ensure the written revocation is received in the appropriate payroll office not later than December 1st to be considered.

f. Upon receipt of the revocation request, the HRO will immediately forward a copy to the local chapter showing date of receipt.

g. 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 Association of Civilian Technicians, ACT, Inc., 12620 Lake Ridge Drive, Lake Ridge, VA, 22192. The Association of Civilian Technicians, ACT, Inc. will furnish, in writing, the current address of the Treasurer to the Technician Payroll Office.

h. 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.

i. The Employer agrees that dues withholding shall be accomplished at no cost to the Labor Organization.

j. The State Chairman may, upon request, assist the LRS with validation of the Defense Civilian Payroll list of dues paying members.

ARTICLE 5
LABOR ORGANIZATION REPRESENTATION

SECTION 5.1 OFFICIAL TIME:

a. Employees are entitled to use official time for any purpose permitted by the official time law, 5 U.S.C. § 7131 and any amendment thereto. The amount of official time to which an employee is entitled is the amount reasonably necessary to accomplish its purpose. The Employer may control the timing of official time to the extent reasonably necessary to ensure agency mission accomplishment, but will agree to adjust events for which the official time is needed—to the extent the Employer controls or influences them and adjustment is reasonably necessary.

(For example, if the Employer delays official time needed to represent an employee who is to be interrogated by the Employer, or needed to prepare for collective bargaining, the Employer also must agree to delay the interrogation, or the next bargaining session, as appropriate.)

b. An employee who requests official time will state its purpose, requested timing, and duration. The Employer promptly will grant the request or deny it in whole or in part, in accordance with the principles of paragraph a. The Employer must state in writing the facts and reasons on which any denial, in whole or in part, is based. The written statement must be provided contemporaneously with, or within a reasonable time after, the denial.

c. The Employer agrees that reasonable time will be made available IAW 5 U.S.C. § 7131 and any amendment thereto, without loss of annual leave, during the normal duty hours for Labor Organization representatives. The parties intend to follow the terms of 5 C.F.R. § 551.424(b) which provides that the official time granted to an employee performing 'representational functions during those hours when the employee is otherwise in a duty status shall be considered hours of work' and 'includes time spent by an employee performing such functions during regular working hours (including regularly scheduled overtime hours), or during a period of irregular unscheduled overtime work, provided an event arises incident to representational functions that must be dealt with during the irregular, unscheduled overtime period. Official time is authorized but not limited to the following purposes:

- (1) Stewards or Labor Organization officials conferring with Technician(s) and/or supervisors concerning grievances.
- (2) Labor Organization representatives meeting with management officials to discuss matters of mutual concern.
- (3) Preparatory time for pre-negotiations, negotiations, appeals, grievances, complaints, and scheduled meetings.
- (4) Labor Organization representatives attending and assisting in Federal Wage System Survey work as data collectors in accordance with applicable laws and regulations.
- (5) Members of the Executive Council changing clothes during duty hours for performing representational functions.
- (6) While traveling to and from prearranged meetings between The Adjutant General and other management officials and the Labor Organization.
- (7) Training of officers/stewards of the Labor Organization. It is understood this training will be of mutual concern to the Labor Organization and Management.
- (8) Prepare and maintain records and reports required of the Labor Organization by Federal Agencies and maintain financial records and books required to complete Department of Labor reports.

- (9) Reasonable amount of official time for the purpose of presenting the Labor Organization views to Members of Congress on desired, but not pending, legislative matters affecting the conditions of employment of unit employees.

d. The employer recognizes the potential for added responsibilities and requirements of the State Chairman. This potential may generate an increase in the usage of official time to fulfill these duties and responsibilities.

e. It is agreed that official time granted to representatives of the Labor Organization, while in a pay status, will not be used for any matter in relation to the internal business of the Labor Organization.

f. Annual usage of official time will be tracked by HRO.

g. When on official time, employees are not required to wear military uniforms. When official time is granted, it will include time reasonably necessary to change out of and back into military uniforms.

SECTION 5.2 LABOR ORGANIZATION RECOGNITION:

Management agrees to recognize the officers of the State Council, and officers of the Army Unit and the Air Unit, Labor Organization representatives appointed by the Chairman of the State Council, stewards of the Labor Organization, and ACT National Representatives if requested by Georgia ACT.

SECTION 5.3 STEWARDS:

a. All stewards elected by the Labor Organization should be selected from and will normally restrict their activities to the geographical areas they are designated to represent. The Employer recognizes the Union's right to assign representational duties of all stewards and officers.

b. The Labor Organization is authorized up to fifty (50) steward positions. This number may be changed by mutual agreement between the designated representative of The Adjutant General and the State Chairman of the Georgia Association of Civilian Technicians. Any request for change in steward representation must be submitted in writing.

c. The Labor Organization shall supply a complete listing of all Labor Organization officers and all authorized stewards to HRO when requested and within 30 days of change in officers and any authorized stewards.

d. No person shall be recognized as an officer of the Labor Organization or a steward unless the HRO is verbally notified by a member of the Executive Council and follow up by an updated written listing to the HRO within thirty (30) days.

SECTION 5.4 SUPERVISOR/STEWARD COORDINATION:

A steward will obtain concurrence from the immediate supervisor before leaving the work area, stating the general purpose and destination. Concurrence will be granted except when the supervisor determines that the steward is needed in order to meet an immediate requirement to achieve the mission. In the event the employer or designated representative cannot grant concurrence, this person shall advise the steward of the reason for the denial and advise the steward when they can reasonably expect to be released. The immediate supervisor of the represented individual will be contacted by the steward or represented individual prior to the scheduled visit. In the event, the supervisor cannot grant concurrence to see the Technician at that time, he/she shall advise the steward of the reason for denial and advise him/her when they can reasonably expect to be released. Upon returning to the work area, the steward will notify the supervisor of his/her return.

SECTION 5.5 ORIENTATION CHECKLIST:

The Employer's new Technician orientation checklist covering all aspects of Technician employment will also include the following:

- a. A statement advising the new Technician of the Labor Organization's exclusive recognition status and rights under Article 6 and provide the Labor Organization the opportunity to address new employees during orientation in-processing.
- b. Verification that the Technician was provided a copy of the Labor-Management Agreement.

SECTION 5.6 NEW TECHNICIAN LISTING:

The HRO shall provide the State Chairman with a monthly list of new bargaining unit Technician names if requested.

ARTICLE 6
TECHNICIAN RIGHTS

SECTION 6.1 TECHNICIAN RIGHTS:

The Employer and the Labor Organization agree that each bargaining unit technician has the right, freely and without fear of penalty or reprisal, to form, join, and assist the Labor Organization or to refrain from any such activity and each bargaining unit technician shall be protected in the exercise of this right, Except as otherwise expressly provided in Public Law 95-454, the right to assist the Labor Organization extends to participation in the management of the Labor Organization, at any level. The Employer shall take the action required to assure that bargaining unit technicians within the Agency are apprised of their rights, under Public Law 95-454, and that no interference, restraint, coercion, or discrimination is practiced within the Agency to encourage or discourage membership in the Labor Organization. This agreement does not preclude any technician in the bargaining unit, regardless of Labor Organization membership, from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable laws, rules, regulations, or policy, or from having a Labor Organization Association representative in a grievance or appeal action.

SECTION 6.2 TECHNICIANS DISCUSS MATTERS OF CONCERN:

The terms of this agreement do not prevent any Technician from discussing matters of personal concern with his/her supervisor without using the grievance procedure. These concerns can include **but are not limited to** temporary duty assignments, hardships, and hours of work.

SECTION 6.3 REPRESENTATIONAL RIGHTS:

Technicians have the right to request Labor Organization representation or being represented by an attorney or other representative, other than the labor organization; of the employees own choosing on matters effecting their working conditions or employment. The employer representative should advise the employee of the right to representation prior to any examination that may result in disciplinary action.

SECTION 6.4 TECHNICIAN IDENTIFICATION:

Technicians shall be issued applicable service specific civilian identification cards in accordance with current policy and procedures.

ARTICLE 7

DRESS AND APPEARANCE

SECTION 7.1 MILITARY UNIFORM:

Excepted Technicians, while performing technician duties, shall wear the military uniform and comply with appearance standards as specified in the applicable Air Force or Army regulation, as appropriate, and as designated by the Employer for the nature of their work. Competitive Technicians shall wear appropriate attire for the nature of their work and the location of their employment.

SECTION 7.2 DUTY UNIFORM:

The appropriate uniform will be worn in the work area and anytime the Technician leaves his/her immediate work area during duty hours.

SECTION 7.3 EXCEPTIONS:

Under the following conditions, excepted Technicians will not be required to wear the military uniform. These exceptions fall under two categories:

- a. Excepted 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 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.
 - (4) Accompanying inspectors when conducting OSHA inspections of Units/Activities.
- b. All excepted Technicians when:
 - (1) Performing representational duties on behalf of the labor organization members, 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 7.4 ISSUE AND REPLACEMENT OF UNIFORMS TO EXCEPTED TECHNICIANS:

- a. In addition to normal military issue and subject to regulatory and budgetary constraints, the employer will provide a total of two (2) additional sets (blouse, pants) of Duty Uniform (ABU, ACU, flight suits, etc.) as applicable to a technician's duties.
- b. Subject to regulatory and budgetary constraints, all name tags, military rank, and other accouterments required by applicable regulation for the military uniform shall be provided and attached by the Employer at no expense to bargaining unit Technicians.
- c. Uniforms and uniform items will be exchanged for worn, torn, or soiled clothing, which occurs as a result of normal wear and tear, and which is in too bad a condition to be rendered clean and presentable in the performance of day to day duties.
- d. If, because of regulatory and budgetary constraints the employer cannot provide additional uniforms or sewing services, the employer will consult with the union and provide an explanation.

f. The Employer may permit a bargaining unit employee to wear clothing items as specified in the applicable Air Force or Army regulation that cover exposed parts of the body and that are reasonably necessary to accommodate a medical condition or to protect the employee from cold or wet weather or exposure to dirty, irritating, or hazardous substances.

ARTICLE 8

HOURS OF WORK

SECTION 8.1 DEFINITIONS:

- a. Administrative workweek means a period of seven consecutive calendar days designated in advance.
- b. Basic workweek means the established 40-hour workweek within the administrative workweek.
- c. Alternative work schedules mean both flexible work schedules and compressed work schedules.

SECTION 8.2 BASIC WORKWEEK/WORKDAY:

The Adjutant General retains the unfettered authority to set the work schedule. Options will be selected from the basic and alternate work schedules as identified by the Office of Personnel Management in accordance with 5 U.S.C. § 6101(a) (3) (A), § 6122(1), and 5 CFR 610.121. As a general rule, the basic workweek and work day for the Technicians in the bargaining unit will be operated in accordance with the current Adjutant General's workweek policy. Prior to effecting any change in the workweek or hours of work, other than for work requirements, the Employer will seek the Labor Organization's views and negotiate the impact and implementation of the proposed change.

SECTION 8.3 TECHNICIAN RESPONSIBILITY TO REPORT FOR WORK/EMERGENCY:

- a. Technicians have a responsibility to report to work in proper attire promptly at the beginning of their scheduled work period. Technicians will notify their first line supervisor or designated representative as soon as possible, but no later than two hours after beginning of the work shift; except in the case of an emergency, the technician will provide notification, as soon as possible, of the conditions that prevented them from reporting to work on time.
- b. Tardiness and absences from duty of less than an hour may be excused when the reasons are justified to the supervisor. When not justifiable, the absence must be charged to compensatory time, annual leave, leave without pay, or absence without leave; in addition, the absence may become the basis for disciplinary action. The Technician will not be permitted or required to work during any period for which leave is charged.

SECTION 8.4 MEALS/BREAKS PERIOD:

Meal periods during which a Technician is entirely free of duty may not be considered duty time and must be scheduled outside the hours established as the daily hours of work. When time off for a meal is not possible, a meal period of 20 minutes or less may be counted as work time for which compensation is allowed. Where such on-the-job meal period is in effect, Technicians must spend the time in close proximity to their workstations and be available for work. Rest periods of 15 minutes during the first half and the second half of a ten-hour shift will be granted when one of the following conditions is met (Rest breaks will not be taken in conjunction with the meal period nor with the beginning or end of the work day):

- a. Protection of Technicians' health by relief from hazardous work or work which requires continual and/or considerable physical exertion.
- b. Reduction of accident rate by removal of potential fatigue.
- c. Working in confined spaces or in areas where normal personal activities are restricted.
- d. Increase in, or maintenance of, high quality and/or quantity production traceable to the rest period.

SECTION 8.5 INCIDENTAL DUTIES:

Incidental duties that are directly connected with the performance of a job, such as obtaining and replacing working tools or materials, are considered part of the job requirements within the established hours of work.

SECTION 8.6 PERSONNEL REQUIREMENTS FOR COMPENSATORY WORK:

Personnel requirements for compensatory work will be based upon the skills needed or will be rotated among qualified Technicians insofar as possible. Technicians, who volunteer to work compensatory time, with necessary skills required, may be utilized at the discretion of the supervisor. In the event there are no volunteers with sufficient skills, management will select individuals to work overtime. Notice of known compensatory requirements will be given to Technicians as far in advance as the situation permits. Compensatory time off will be granted for overtime worked on an hour-per-hour basis in accordance with applicable regulations. This will include compensatory time performed outside the workplace.

SECTION 8.7 COMPENSATORY TIME:

Technicians scheduled to work compensatory time will be notified of any cancellation of scheduled compensatory time work by the end of the preceding workday. Technicians scheduled to work compensatory time on any non-duty day will be notified of any cancellation of scheduled compensatory time work as soon as it is known but not later than 1200 hours on the preceding duty day. Compensatory time should be approved in advance by the appropriate level supervisor except for mission essential requirements.

SECTION 8.8 CALL BACK:

Unscheduled call back work performed by a Technician on a day when work was not scheduled, or for which the Technician is required to return to his/her place of employment, is deemed at least two (2) hours in duration.

SECTION 8.9 STANDBY DUTY / ON-CALL STATUS:

Any employee required to be on standby work will earn compensatory time as defined in 5 CFR, Section 551.431.

(a) An employee will be considered on duty and time spent on standby duty shall be considered hours of work if:

- (1) The employee is restricted to an agency's premises, or so close thereto that the employee cannot use the time effectively for his or her own purposes; or
- (2) The employee, although not restricted to the agency's premises:
 - (i) Is restricted to his or her living quarters or designated post of duty;
 - (ii) Has his or her activities substantially limited; and
 - (iii) Is required to remain in a state of readiness to perform work.

(b) An employee will be considered off duty and time spent in an on-call status shall not be considered hours of work if:

- (1) The employee is allowed to leave a telephone number or to carry an electronic device for the purpose of being contacted, even though the employee is required to remain within a reasonable call-back radius; or

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

SECTION 8.10 PREMIUM PAY:

All shift, holiday, and Sunday premium pays, if applicable, will be paid as authorized by law, or regulation.

SECTION 8.11 SHIFT WORK:

a. When a shift vacancy occurs in a given work center, current employees on other shifts may be provided the opportunity to volunteer for the vacant shift position as long as they have the qualifications necessary to perform the assigned duties.

b. When the employer has agreed to allow personnel on one shift to volunteer for a vacant position on another shift, and there is more than one qualified employee volunteering for the position, the employer will consider technicians Technician Service Date (TSD) in the selection.

c. When volunteers are not available, management will consider Technician Service Date (TSD) in the selection.

d. Any change in an employee's established hours of work, within the normal basic workweek, will be made only after discussion between the employee and his/her supervisor, and with at least one full pay period notice, except for mission essential purposes. Changes made to the normal basic workweek by Management which are of such nature as to preclude advance notice to the Labor Organization shall be discussed subsequently with the Labor Organization if the reasons for the change are not readily apparent or are questioned by the Labor Organization.

SECTION 8.12 VARIABLE WORK AND QUALITY OF LIFE SCHEDULE

Supervisors will set individual employees' work schedule in accordance with The Adjutant General's "Georgia DOD Workweek Policy" memorandum. Coordination and Impact and Implementation bargaining will be conducted with the Labor Organization prior to any changes to this policy memorandum.

SECTION 8.13 DISTRIBUTION OF WORK / TRAINING / APPOINTMENTS.

a. All supervisors of Georgia DOD employees have the responsibility to communicate to their members, information concerning work distribution and training requirements to meet mission. This information can be relayed in person, writing, or electronically. Supervisors will consider work environment and use the most appropriate means to ensure the employee receives the information.

b. It is the supervisor's responsibility to ensure that supervisor-directed work assignments, training and appointments are received by the employee.

c. Supervisors will coordinate with employees to ensure computer based requirements are completed as required.

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ARTICLE 9
LEAVE

SECTION 9.1 ANNUAL LEAVE EARNING/APPLYING FOR LEAVE:

Technicians shall earn annual leave in accordance with applicable regulations and statutes. Technicians are encouraged to apply for leave as far in advance as possible. A Technician's request to take annual leave will normally be granted as requested unless the employer or designated representative (i.e. supervisor) determines the Technician's presence is necessary to meet work requirements. 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. Technicians accrue annual leave as follows:

Full-time Technicians (Based on SCD)

Years of Service	Annual Leave per Pay Period
Less than 3 years	4 hours
3 Years but less than 15 years	6 hours
15 years or more	8 hours

***Note: If you are serving on a temporary appointment, you are not entitled to accrue annual leave until your appointment is extended beyond the 90th day.**

a. When the Technician's application for leave, i.e. OPM Form 71, is submitted to the supervisor as far in advance as practicable, the following procedures will apply:

(1) When more Technicians having the same skill and the same supervisor have applied than can be permitted to be absent during the period requested, Technician Service Dates (TSD) will be used to determine who will be authorized leave. TSD may be invoked only one time during a calendar year.

(2) The employer or designated representative (supervisor) will notify the Technicians concerned of the leave approval/disapproval decision within five working days of submission. If the Technician has not been notified of the status of the leave request, it is his/her responsibility to contact the appropriate supervisor for this decision. Normally, the employer will not cancel approved leave unless the employer determines the employee's presence is necessary to meet work requirements. The employer will provide written justification for any disapproval/cancellation decision to the employee on the OPM Form 71. Prior to disapproval of leave request or cancellation of approved leave request, the employer agrees to consider any adverse effect on the employee which may be caused by this action.

b. On or about October 1 each year, the appropriate supervisor will review the Technician leave status to determine if the Technician has any unscheduled leave that would be in excess of 240 hours at the end of the leave year. When the supervisor determines it is necessary to schedule leave that may be forfeited, he/she will counsel with the Technician in order to obtain any preference of dates prior to scheduling leave. At any time after obtaining the Technician's preference, the supervisor may schedule excess leave, using the Technician's preferred days insofar as mission permits.

c. Leave requests for emergency reasons will be considered on an individual basis. 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. When Technicians cannot contact their immediate supervisor, they will contact the second level supervisor and continue until a supervisor in their chain is contacted personally.

SECTION 9.2 SICK LEAVE EARNING/RESPONSIBILITY:

Technicians shall earn and be granted sick leave in accordance with applicable statutes and regulations. The Technician shall notify the appropriate supervisor of his/her illness 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.

a. It is the responsibility of the Technician's supervisor to ascertain whether absences are properly chargeable to sick leave, in compliance with CFR, NGB.

(1) Technicians whose absence exceeds three (3) days, or for a lesser period when the agency determines it is necessary, may be required to furnish medical certification to justify their absence.

(2) Management reserves the right to require a medical certificate for sick leave without advanced notification, IAW 5 C.F.R. § 630.405(a).

a. However, in such cases, the employer or designated representative (supervisor) may counsel the Technician and advise the 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 Technician is required to furnish a medical certificate.

b. Supervisors will review the sick leave record of those Technicians required to present a medical certificate in accordance with paragraph 2a (2) above every six months to determine if this requirement should continue. The Technician will be advised, in writing, of the supervisor's determination.

c. Request for advancement of sick leave (not to exceed 240 hours) will be submitted in advance by the 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 USPFO/Comptroller.

(1) Advancement of sick leave will only be requested after all annual and compensatory leave have been exhausted. The request for advancement of sick leave must contain a medical certificate signed by a licensed medical practitioner indicating the Technician's prognosis, the ability to perform light duty, and the expected date of return to full time work.

(2) A Technician will not be advanced sick leave if he/she has a past record of sick leave abuse or if reasonably expected that the Technician will not return to duty, i.e.; when the Technician has applied for disability retirement. A Technician does not have a vested right to advance sick leave, regardless of the circumstances.

SECTION 9.3 USE OF COMPENSATORY TIME:

Compensatory time is time off, on an hour-for-hour basis, which will be given to Technicians during their scheduled hours of work equal to the amount of time spent by them in regular or irregular overtime work. All compensatory time earned will be recorded on appropriate Time and Attendance Records. 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. It is the Technician's responsibility, in coordination with the first line supervisor, to schedule the use of earned compensatory time.

SECTION 9.4 LEAVE WITHOUT PAY:

Leave without pay up to one year may be granted, upon request, for the purpose of serving on a temporary basis as an officer, Technician, or representative of the Labor Organization; or for reasons such as job-related training, recovery from illness, personal emergencies, etc subject to

approval by the Employer. Requests for extension may be submitted up to 60 days prior to the expiration of the period of leave without pay. A determination on such requests will be made no later than 30 days prior to the expiration date.

SECTION 9.5 EXCUSED ABSENCES – PHYSICAL/DENTAL EXAMINATION:

Examinations are required as a condition of technician employment in the National Guard. Technicians will be excused, without charge to leave or loss of pay, for periodic, baseline, or annual physical examinations as required by the military commander, HRO or safety. Administrative leave is also authorized for physical examinations required for military membership taken during regularly scheduled tour of duty hours. This will also apply for Dental examinations required for military duty. These periods of excused absence for physical and dental examination shall not exceed four hours, as authorized by the supervisor.

SECTION 9.6 EXCUSED ABSENCES - VOTING:

In accordance with TPR 630, Technicians may be excused for a reasonable time, when practicable to do so without seriously interfering with operations, to vote or register in any elections or in referendums on a civic matter in their community. Generally, a technician is excused from duty as to permit him/her to report for work 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.

SECTION 9.7 EXCUSED ABSENCES – BLOOD/APHERESIS DONOR:

All Technicians who volunteer as blood/apheresis donors, without compensation, to the American Red Cross, to military hospitals, or other blood banks, or respond to emergency calls for needy individuals, may be authorized a maximum of one-half day excused absence for blood donations. This excused absence is authorized once every sixty days and is for the express purpose of donating blood or blood products and recuperation. Any leave granted must be utilized at the time of the donation and may not be taken at a later date. A longer period may be authorized only when required for donor recuperation purposes.

SECTION 9.8 REVIEW PERSONNEL RECORDS:

Excused absences will be authorized for Technicians to review their personnel records located at HRO. This excused absence will be approved by the employer or designated representative (immediate supervisor) and the time/date coordinated with HRO. This type of excused absence will not exceed six hours review time once annually for any Technician. Travel time will be authorized and excluded from the six hours of excused absence.

SECTION 9.9 MILITARY LEAVE:

Technicians serving under permanent or temporary indefinite appointments who are members of the National Guard or Reserve Components are entitled to military leave under TPR 630, to include: Military leave under 5 USC 6323 (a) 15 days (120 hours), Military leave under 5 USC 6323 (b) 22 days (176 hours). Military leave under 5 USC 6323 (d) 44 days (352 hours), 5-Days excused absence for returning activated military employees (presidential leave), Military leave for dual-status technicians on LWOP while serving in an AGR tour.

1. Military leave is absence from duty in the employee's civilian position without loss of pay to perform military duty and provides an accrual of military leave on a fiscal year basis.

a. Conditions for Granting Military Leave. An eligible technician is granted any military leave that is available whenever ordered to active duty, active duty for training, or inactive duty. Annual leave, LWOP, or compensatory time off may be granted for such military duty as long as the technician has the leave available.

b. Military Leave for Inactive Duty. Military leave may be used for performance of inactive duty. A technician can use military leave to perform AFTPs, RUTAs, SUTAs, etc.

c. Military Leave in Hourly Increments. Military leave is chargeable in increments of one hour. Hourly increments are only chargeable to scheduled work hours. 120 hours of military leave can be used for military duty during scheduled work hours.

SECTION 9.10 LAW ENFORCEMENT/SAD LEAVE:

a. Law Enforcement Leave (LEL) is authorized when a Technician has been ordered to SAD under military orders of the Governor of the State of Georgia for participation in rescue or protection work (including law enforcement duties) in connection with floods, fires, and other acts of nature IAW appropriate laws and regulations. State Active Duty (SAD) orders must be provided to satisfy time and attendance.

b. LEL may be granted for up to 22 days in a leave year in support of SAD. There is no carry-over of LEL from one leave year to the next.

c. Available LEL may be used at the Technician's option. A Technician may also use Annual Leave, Compensatory Time earned, or LWOP instead of, or in combination with, LEL. There is no requirement to use LEL first or at all during a period of this duty. This provision may change if regulatory requirements change. In this case, changes will be coordinated with the Labor Organization and announced to the Technician work force.

d. When a Technician is in an LEL status, military pay and allowances (other than travel, transportation, or per diem allowances) must be credited against the Technician's pay and, if less than the Technician's pay, the Technician shall be paid the difference. If military pay earned during LEL exceeds the Technician's full-time pay, the Technician is not entitled to their Technician salary, nor will a refund of excess military pay be required.

SECTION 9.11 FAMILY AND MEDICAL LEAVE:

a. Technicians who have completed at least 12 months as either a permanent or indefinite employee are entitled to provisions under the Family Medical Leave Act (FMLA). This Act allows technicians to use up to 12 weeks of unpaid leave during a 12 month period for the one or more of the following reasons:

- (1) The birth of a son or daughter of the technician and the care of such son or daughter;
- (2) The placement of a son or daughter with the technician for adoption or foster care;
- (3) The care of a spouse, son, daughter or parent of the technician, who have a serious health condition; or;
- (4) A serious health condition of the technician that makes the technician unable to perform the essential functions of his or her position;
- (5) Make arrangements necessitated by the death of a family member or attend funeral of a family member.

b. The Family Friendly Leave Act defines family members of the Technician as:

- (1) Spouse, and parents thereof;
- (2) Sons and daughters, and spouses thereof;
- (3) Parents, and spouses thereof;
- (4) Brothers and sisters, and spouses thereof;
- (5) Grandparents and grandchildren, and spouses thereof;
- (6) Domestic partner and parents thereof, including domestic partners of any individual in 2 through 5 of this definition; and
- (7) Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

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

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

e. Additional documentation. 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.

f. Authority to grant leave for the above purposes is delegated to the first level supervisor.

SECTION 9.12 BONE MARROW OR / ORGAN DONOR LEAVE:

In accordance with 5 USC 6327, a technician is entitled to an excused absence for the time necessary to serve as a bone marrow or organ donor. An excused absence for bone marrow donation may not exceed seven days each calendar year. An excused absence for organ donation may not exceed 30 days each calendar year.

SECTION 9.13 MILITARY FUNERALS:

Military technicians may be used in a technician status to administer, plan, train, and prepare military funeral honor details for the performance of funeral honors. 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. Technicians must be in an appropriate leave status while on inactive duty training (annual leave, compensatory leave, LWOP nature of action (NOA) 473, or hourly military leave under 5 USC 6323(a) and while on State active duty (annual leave, compensatory leave, or LWOP NOA 460).

SECTION 9.14 CONFERENCE OR CONVENTIONS:

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

SECTION 9.15 VOLUNTARY LEAVE TRANSFER PROGRAM:

The Voluntary Leave Transfer Program provides that the accrued annual leave of one or more National Guard technicians may be transferred for use by another technician needing such leave because of a medical condition and/or emergency. The leave transfer program will be implemented in accordance with TPR 630 and other applicable laws and regulations.

SECTION 9.16 ADMINISTRATIVE DISMISSALS:

When the Employer authorizes the shut-down or closure of an activity in a unit because of weather conditions or other emergency situation, the following criteria shall govern the status of the affected Technician: All Technicians are to presume that installation will be operational each regular work day regardless of weather or other emergency conditions. 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 Technicians dismissed. The designated supervisor will keep the senior Labor Organization representative at the work site advised of the actions taken or contemplated in response to the emergency.

Technician status at the time of the supervisor determination to close the activity and dismiss will be as follows:

- a. If the Technician is on duty and excused, there is no charge to leave for remaining hours of the work schedule following dismissal.
- b. If the 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 Technician departed until the time set for dismissal. Technician will not be permitted to depart before the time set for dismissal without a charge to leave.
- c. If the Technician is scheduled to report for duty after an initial period of leave and dismissal is given before the Technician can report, the leave will be charged until the time set for dismissal.
- d. If the Technician is absent on approved leave for the entire work shift, the entire absence is charge to appropriate leave status requested.
- e. A liberal leave policy will apply during weather or emergency conditions which preclude significant numbers of Technicians from reporting to work.

SECTION 9.17 EXCUSED ABSENCE-VOLUNTEER ACTIVITIES

As volunteer activity falls outside the scope of employment, the employer has no liability for any injury or harm that occurs during the volunteer activity.

- a. A Technician may be granted an excused absence for short periods of time to participate in volunteer activities that are; (A) Mission related; (B) Officially sponsored or sanctioned by the Adjutant General; and, enhance the professional development and/or skills in their current positions. *HRO-LRS will be notified each time a technician is granted excused absence under this section.*
- b. Serve as a volunteer fire fighter or ambulance crew member.
 - (1) When a Technician performs volunteer duties as a certified fire fighter or ambulance crew member Emergency Leave *may* be authorized, not to exceed one day per incident, provided the emergency incident began prior to the beginning of the Technician's normal work day, and the actual hours of volunteer service performed are certified, in writing, by the individual in charge at the emergency incident. When the emergency incident is found to be under control and the Technician's continued presence is no longer needed, an additional one hour time period, plus commuting time will be authorized prior to reporting to the work place.
 - (2) The Technician will inform his supervisor *and received approval* prior to any such participation in an emergency incident.

SECTION 9.18 COURT LEAVE

1. Jury Duty

Court leave for jury duty is granted to both permanent and temporary employees, both full time and part time except those employed on an intermittent basis.

a. Duration of Court Service. Court leave is an authorized absence, without charge to leave or loss of pay, of an employee for work status for jury duty, or for attending judicial proceedings in a non-official capacity as a witness on behalf of any party in any matter to which the United States, State, or local government is a party.

b. An employee who is under proper summons from a court should be granted leave of absence with pay for the entire period of court service, regardless of the number of hours per day or days per week served during the period.

c. Supervisors may require an employee entitled to court leave to return to duty or be charged with annual leave, compensatory leave, or LWOP if he or she is excused from court

service for one day or even a substantial part of the day. The employee may not, however, be required to return to duty if it would create a hardship.

d. When in a court leave status, technicians must forward fees collected to their payroll office. The technician is permitted to keep travel and per diem allowance for each day's attendance in court. Failure to forward fees collected will result in a charge to leave for the days covered by the fee payment. The technician may keep any fees earned on non-work days.

e. Evidence of Court Service. A copy of orders, subpoenas, summons, or official request to appear in court will be presented to the supervisor as far in advance of the court date as possible. Upon return to duty, the technician will submit evidence from the court reflecting dates of attendance in court.

2. Witness status

Witness in Official Capacity. When a technician is assigned by the agency or summoned to testify in an official capacity or to produce official records the technician is in an official duty status and entitled to regular compensation without regard to any entitlement to court leave.

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a. If the United States, State, or local government is a party in the judicial proceedings, court leave is appropriate regardless if the employee testifies on behalf of the government or a private party.

b. When the United States, State, or local government is not a party in the judicial proceedings, annual leave, compensatory leave, or LWOP is appropriate.

SECTION 9.19 – ABSENCE FOR MATERNITY REASONS

a. Member should report a confirmed pregnancy at the earliest possible time to allow her unit to accurately report operational and readiness capability, and to assess the member's work environment for potential hazards.

b. The supervisor will make every attempt to comply with a technician's Duty Limiting Conditions and / or medical profile documented restrictions for limited duty.

c. There is not a separate "maternity leave" as a type of leave .Leave for maternity purposes is chargeable to sick leave or any combination of sick leave, annual leave, leave without pay, and / or compensatory time.

SECTION 9.20 – NON-FEDERALLY RECOGNIZED RELIGIOUS HOLIDAYS.

With the concurrence of the supervisor, a Technician may request to work compensatory time, hour-for-hour, for the purpose of taking off when personal religious beliefs require that the employee abstain from work during certain periods of the work day or work week. An employee who wishes to take time off may do so by using available leave time. The above arrangement is dependent upon mission requirements and may be disapproved if the accomplishment of the mission warrants it.

SECTION 9.21- EXCUSED ABSENCE TO OBTAIN ADMINISTRATIVE SERVICES

Technicians whose work schedule or location prevents access to needed services may be afforded time at the request of the technician and at the discretion of the supervisor.

ARTICLE 10
SAFETY AND OCCUPATIONAL HEALTH

SECTION 10.1 EMPLOYER RESPONSIBILITIES:

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. These rules, laws, and regulations shall be available and adhered to by all employees. 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. The labor organization agrees to cooperate in these efforts and encourage technicians to work in a safe manner and obey established safety policies and directives. The performance of hazardous tasks shall incorporate all immediately available safety precautions and devices.

SECTION 10.2 SAFETY AND PROTECTIVE CLOTHING/EQUIPMENT:

- a. The Employer, in accordance with applicable regulations, agrees to provide all appropriate safety and protective clothing, and equipment during the Technicians' performance of duties. When a technician wears prescription eyeglasses and their duties require safety eyewear, the technician may provide their prescription to the Employer who will provide one pair of prescription safety glasses. It is acknowledged that certain tasks performed involve a degree of hazard. To the extent feasible and practical, and consistent with budgetary and regulatory constraints, the Employer agrees to fully evaluate the need for protective clothing and equipment in performing such work. Clothing such as coveralls, additional uniform items, etc., and equipment shall be at no cost to the Technician for purchase, repair or replacement.
- b. The Employer agrees to provide Federally approved personal protective equipment and approved safety equipment. Technicians are required to use such items provided.
- c. Safety Footwear. The intent of this Agreement is to:
 - (1) Promote and enhance the safety, comfort, health, and wellness of all employees whose dual position requires them to wear safety footwear;
 - (2) Improve mission accomplishment by providing a more comfortable work environment;
 - (3) Ensure that parties do not intend to alter the appearance of the military uniform nor relax militarily prescribed uniform standards.
- d. Safety Glasses. When and where required, safety glasses, to include the replacement of broken or damaged ones, will be provided by the Employer consistent with Government regulations (including sunglasses). When a technician wears prescription eyeglasses/sunglasses and their duties require safety eyewear, the technician may provide their prescription to the Employer who will provide one pair of prescription safety glasses/sunglasses.
- e. Hearing Protection. When and where required (noise hazard areas) Technicians will wear the appropriate Employer provided hearing protection.
- f. Personal Protective Equipment. Technicians will wear the appropriate personal protective equipment required for the task (i.e., welding goggles when welding) as provided by the Employer.
- g. Procurement of safety items will be provided by the Employer.
- h. When a Technician's assigned duties require working with hazardous workplace materials, that Technician is required to wear the provided personal protective equipment (PPE). 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.

SECTION 10.3 SAFETY PRECAUTION RESPONSIBILITIES:

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.

SECTION 10.4 PROCEDURES FOR UNSAFE/HAZARDOUS ASSIGNMENTS:

a. Management will give full consideration to the need to adhere to established safety directives in the assignment of work.

b. 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. Any person may report an unsafe or hazardous condition or one that places an employee in imminent danger. 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 effective to assure the safety of the Technician.

c. The term "imminent danger" means any condition(s) or practice(s) which could be expected to cause death or serious physical harm immediately or before the danger can be eliminated through normal procedures. 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 10.5 PROPERLY UTILIZES EQUIPMENT/DEVICES:

All Technicians will properly utilize the prescribed safety equipment and protective devices required for the type of work performed.

SECTION 10.6 TECHNICIANS FREE FROM REPRISALS:

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 10.7 CLOTHING CHANGE DURING DUTY HOURS:

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. Excused absence, based on the time necessary to change clothing, shall be granted to the technician by the employer or designated representative. It is understood that any technician regularly subject to the above working conditions should make every effort to maintain a change of clothes at the worksite to avoid unnecessary work delays.

SECTION 10.8 REPAIR EQUIPMENT AT OTHER LOCATIONS:

When Technicians are required to repair equipment at a location other than home station, consideration will be given by the employer to the method, the means, and the appropriate number of personnel to perform the repair, to insure both expeditious job accomplishment and safety of the Technician.

SECTION 10.9 WORKERS' COMPENSATION ENTITLEMENTS:

a. 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. It is the Technician's responsibility to report any injury or illness that he/she feels may be job related to the supervisor as soon as possible after occurrence.

b. The employer, in conjunction with the employee, shall insure proper procedures are followed and that all necessary documents are completed as soon as possible in accordance with all applicable regulations and timelines. 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. 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.

c. Technicians absent due to on-job illness or injury will fully cooperate with the employer in securing interim medical reports concerning the Technician's medical condition. The Technician will have their attending physician provide to the employer a written prognosis and date for the Technician's return to full, full limited or light duty. 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. 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. A Technician is to be advised that refusing to return to work when ordered could result in overpayment and/or AWOL.

SECTION 10.10 LABOR REPRESENTATIVE ACCOMPANY INSPECTION TEAM:

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. A copy of the inspections team's findings and recommendations will be forwarded to the Labor Organization.

SECTION 10.11 HAZARDOUS MATERIAL TRAINING PROGRAM:

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. Material safety data sheets (MSDS) will be on file and available to employees exposed to chemical hazards.

SECTION 10.12 OCCUPATIONAL SAFETY AND HEALTH COUNCIL (OSHC):

The labor organization will be notified of OSHC issues which involve employee related occupational safety and health matters. A labor organization representative will be present during employee oriented or labor organization topics of discussion at OSHC meetings.

**ARTICLE 11
ENVIRONMENT**

SECTION 11.1 EMPLOYER PROVIDES BEST POSSIBLE ENVIRONMENT:

The Employer shall provide the best possible environment for the safety and well being of the Technician. Current conditions will always be considered in the assignment of duties.

SECTION 11.2 ENVIRONMENTAL DIFFERENTIAL PAY (EDP):

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. 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 11.3 HAZARDOUS DUTY PAY:

5 CFR Sec. 550 govern payment of hazard differential for General Schedule Technicians. 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 a Technician for a duty listed when the duty has been credited in the classification of the Technician's position. Requests for hazardous duty pay will be submitted through supervisory channels to HRO for approval.

SECTION 11.4 EXTREME COLD:

The employer recognizes the hazards of working outside for extended periods in extremely cold temperatures. The employer acknowledges the responsibility to insure the adequacy of cold weather gear worn and availability of all such protective equipment prior to venturing out into extreme temperatures for an extended period of time. The employer will furnish authorized cold weather protective gear at no cost to the employees and monitor working conditions.

- a. Management acknowledges that there are certain cold factors beyond which employees are incapable of performing sustained work.
- b. 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 following chart must be applied when considering maximum exposure time.

WINDSPEED		TEMPERATURE (F)									
CALM	CALM	40	35	30	25	20	15	10	5	0	
KNOTS	MPH	EQUIVALENT CHILL TEMPERATURE									
3 to 6	5	35	30	25	20	15	10	5	0	-5	
7 to 10	10	30	20	15	10	5	0	-10	-15	-20	
11 to 15	15	25	15	10	0	-5	-10	-20	-25	-30	
16 to 19	20	20	10	5	0	-10	-15	-25	-30	-35	
20 to 23	25	15	10	0	-5	-15	-20	-30	-35	-45	
24 to 28	30	10	5	0	-10	-20	-25	-30	-40	-50	
29 to 32	35	10	5	-5	-10	-20	-30	-35	-40	-50	
33 to 36	40	10	0	-5	-15	-20	-30	-35	-45	-55	
		CAUTION					NO FLY				

Cold Environment Guidelines

SECTION 11.5 EXTREME HEAT:

- a. The Employer recognizes the potential hazards of working outside for extended periods in extremely hot temperatures. 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.
- b. In accordance with AFOSH/OSHA standards, AFI 91-213, 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.
- c. In accordance with AFOSH/OSHA Standards, the Employer will monitor weather conditions and determine when extremely hot temperatures are a work factor.
- d. 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 contained in section 11.6.
- e. 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. The Employer will determine what appropriate work control measures will be instituted to reduce risks involved in sustained non-mission essential outside work.
- f. The Employer will make every effort to train supervisors and employees on the effects of heat and sun exposure.
- g. 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.
- h. The employer will provide access to the laws, regulations, and instructions applicable to this article. 35 When determining that extreme heat is a work factor, the employer will use AFOSH/OSHA Standards, AFI 91-213/AFP 91-215 & FM 21-10 and the following heat chart.

Heat Cat / Flag Color	WBGT (F)	EASY WORK		MODERATE WORK		HARD WORK	
		Work Rest Cycle	Water Intak Qt/hr ^a	Work ^b Rest ^c Cycle	Water Intake Qt/hr	Work Rest Cycle	Water Intake Qt/hr
1	78 - 81.9	No Limit	0.5	50/10 min	0.75	30/30 min	0.75
2	82 - 84.9	No Limit	0.5	40/20 min	0.75	30/30 min	1.0
3	85 - 87.9	No Limit	0.75	30/30 min	0.75	20/40 min	1.0
4	88 - 89.9	50/10 min	0.75	20/40 min	0.75	10/50 min	1.0
5	> 90	40/20 min	1.0	10/50 min	1.0	Not allowed	Not applicable

ARTICLE 12
MERIT PLACEMENT AND PROMOTION

SECTION 12.1 PURPOSE AND POLICY:

- a. This article explains, supplements, and establishes those provisions in IAW TPR 300 governing merit promotion and placement matters. This article will be used to fill all federal excepted and competitive vacancies as well as promotions and competitive reassignments for bargaining unit positions in the Georgia National Guard. Full consideration for promotion opportunity will be afforded to currently employed technicians on the basis of merit.
- b. The policy of the Georgia National Guard is to create a stable work force and provide maximum opportunity for employee advancement. **FIRST CONSIDERATION FOR BARGAINING UNIT POSITIONS WILL BE GIVEN TO FILLING VACANT POSITIONS FROM WITHIN THE TECHNICIAN WORK FORCE IN GEORGIA.**
- c. The purposes of this article are:
- (1) To provide procedures that will insure that each Technician receives first consideration for all bargaining unit position vacancies for which they qualify.
 - (2) To present for management's consideration, qualified applicants.
 - (3) To give Technicians an opportunity to receive fair and appropriate consideration for higher level positions.
- d. **The intent of this article is the understanding that both parties agree, that this language will not abrogate managements right to select from any appropriate source IAW 5 U.S.C. § 7106(a) (2) (C).**

SECTION 12.2 DEFINITIONS:

- a. Area of Consideration - An area of consideration is the area (geographic, organizationally, or functionally) in which an intensive search for eligible candidates is made. (Personnel from the following Categories will comprise the areas of consideration)
- (1) Area of Consideration 1 (AOC 1) – Current on board permanent and Indefinite employed Technicians of the GA NG.
 - (2) Area of Consideration 2 (AOC 2) – Current military members in the GA NG (Army and Air).
 - (3) Area of Consideration 3 (AOC 3) - Individuals who qualify for membership in the GA NG (Army and Air).
- b. Excepted Service - Technicians who are required to be military members of the National Guard as a condition of employment.
- c. Competitive Service - Technicians who are not required to be members of the National Guard as a condition of employment.
- d. 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. Selecting Officials must be permanently employed members of the Georgia National Guard (exceptions such as ATAG ARNG or ANG, etc. must be approved by HRO).
- e. Transfer - A change of an employee, without a break in service of one full workday, from a position in one agency to a position in another agency.
- f. Reassignment - A change from one position to another position at the same pay grade.
- g. Detail - A temporary change of job assignment for a specified time period, with the technician returning to his or her regular duties at the end of the period.

- h. Temporary Promotion - The placement of a technician into a higher-graded position for which commensurate pay is received for a temporary period after which the technician will revert to the position from which was promoted.
- i. 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.
- j. Reasonable Offer - A position that is equal to or higher than the retained grade. The assignment to a position of lesser military grade is not considered a reasonable offer.
- k. Retained Grade – Retention of an eligible technician’s grade for a period not to exceed two years when demoted by RIF, reclassification, or management directed reassignment with the employee’s concurrence.
- l. Retained Pay – Entitlement of eligible technicians to current pay when it exceeds the maximum rate of the grade of the position in which placed.
- m. Selective Placement Factors - Qualification requirements for the position to include general experience, specialized experience and other qualifying factors.
- n. Commuting Area - The geographical area in which a person can reasonably be expected to travel to and from work on a daily basis.
- o. Recommending Supervisor - Selecting official or the supervisor delegated by the selecting official to conduct the employment interviews.
- p. Interview Panel – Will consist of a minimum of three or maximum of five diverse members, consisting of two SME tasked to conduct an employment interview. Panel members must be full-time Georgia National Guard employees to include the panel chair. With the following exception; the panel chair will notify the Labor Organization when a Traditional Guardsmen will be a member of the interview panel.
- q. Selection Process - The process whereby the Employer's representative/s rate and rank all applicants in accordance with criteria established by (Title 5 CFR Part 335, Part 2301 and Title 32 USC Section 709) and this article for the purpose of making a selection among best qualified applicants culminated through individual or panel interviews of all applicants or selecting without interview one the top three internal applicants.
- r. Temporary Employee - An employee appointed for a limited period of time and with a specific not-to-exceed (NTE) date determined by the selecting official.
- s. Indefinite Employee – A non-permanent employee who is hired for an unlimited period of time.
- t. Electronic Announcement and Application Process – The method by which vacant positions are announced and by which applicants apply for these positions within the Georgia Department of Defense. Example would be USA Staffing/USA Jobs or another alternative automated method.

SECTION 12.3 EXCEPTIONS:

- a. Promotion due to issuance of new classification standards or the correction of a classification error.
- b. Placement of overgraded technicians entitled to grade retention as a result of RIF or reclassification.
- c. Promotion when competition was previously conducted (i.e., position advertised with known promotion potential).
- d. Repromotion to a grade or an intervening grade or position from which a technician was demoted without personal cause and not at his or her request. Consideration of Technicians eligible for re-promotion will precede efforts to fill the position by competitive procedures, except when another Technician has a statutory or regulatory right to be placed in, or considered for,

this position. Technicians who believe they are entitled to such consideration should forward a description of the circumstances with their updated qualifications.

- e. Promotion resulting from a technician's position being reclassified at a higher grade because of additional duties and responsibilities.
- f. Reassignment to a position having no higher promotion potential. Notification will be given to the Labor Organization.
- g. Position change required by Reduction In Force regulations.
- h. Temporary promotion of 120 days or less.
- i. Details to higher-grade position or to a position with known promotion potential for 120 days or less.
- j. Selection of a former technician from the Reemployment Priority List for a position at the same or lower grade than the one last held.
- k. **The intent of this article is the understanding that both parties agree, that this language will not abrogate managements right to select from any appropriate source IAW 5 U.S.C. § 7106(a) (2) (C).**

SECTION 12.4 INDEFINITE APPOINTMENTS:

Excepted appointments with indefinite time limitations should be used when the appointment is expected to extend beyond one year. Competitive procedures must be used when filling a position on an indefinite basis in accordance with TPR 335 and the provisions of this article.

SECTION 12.5 ANNOUNCEMENT FORMAT:

Vacancy announcements shall include, but not be limited to the following information:

- a. Announcement number.
- b. Title, series, and grade / salary range.
- c. Organization and location.
- d. Status of appointment (Excepted or Competitive).
- e. Military appointment requirement (Officer, Warrant Officer, Enlisted) and compatibility requirements.
- f. Opening and closing dates of announcement, and reporting time-frames if selected.
- g. Qualification requirements for the position to include specialized and/or general experience, knowledge, skills, and abilities (KSA's) and other selective placement factors.
- h. Brief description of duties.
- i. Equal employment opportunity statement.
- j. Area of consideration.
- k. Instructions for applying.
- l. Information regarding known promotion potential, if applicable.
- m. Special conditions of employment, or developmental training, if applicable.
- n. Designated security clearance required.
- o. Medical standards/physical requirements.
- p. Electronic fund transfer information.
- q. Valid Georgia driver's license or other license requirements.
- r. Background checks as required for new hire employees.

SECTION 12.6 KNOWLEDGE, SKILLS, AND ABILITIES (KSA):

Selective placement factors are the knowledge, skills, and abilities, (KSA's) or other qualifications absolutely essential for satisfactory performance in the job. The KSA's will be determined prior to advertising a position and will be stated in the vacancy announcement. KSA requirements are used to determine qualifications for the interview process.

SECTION 12.7 VACANCY POSTINGS:

Bargaining Unit Technician vacancy announcements will be opened for twenty-one (21) calendar days. Exceptions to the 21 calendar day announcements will require selecting official coordination with the labor organization and approval by the HRO. To insure all interested candidates are aware of the vacancy, announcements will be posted on USA Jobs and/or the GA HRO website. Copies of all bargaining unit technician vacancy announcements will be forwarded to the Labor Organization Chair/Vice-Chair.

SECTION 12.8 SELECTION TIME LIMITS:

Normally, the selection process, including individual or panel interviews, will be concluded within forty-five (45) calendar days after the vacancy announcement closing date. The State Chairman or designated labor representative, or any applicant (if requested by the applicant) will be provided the reasons for delays beyond sixty (60) days.

SECTION 12.9 APPLICATIONS and BASIC ELIGIBILITY:

a. The electronic (or OPM faxed) application with supporting documents is the basic package by which the applicant's qualification for the position is determined. It must reflect the applicant's current and past employment data as well as military service (active, Reserve, or National Guard). Complete and accurate data is essential to insure fair evaluation of candidates. Persons interested in applying for a vacancy announcement may do so in one of the following ways:

(1) On-line through the USA JOBS website by completing the on-line questionnaire and uploading any supporting documents (i.e. OF-612/Resume, SF-181, etc.)

(2) FAX a complete 1203FX Questionnaire (downloaded from OPM/HRO Website) and OF-612 Employment Application or Resume to OPM.

b. The Questionnaire consists of a series of questions built by the HRO Staffing Specialist which are derived from the applicable NGB Qualification Standards and Position Description. This Questionnaire helps to electronically determine the depth of the applicant's knowledge, skills, and abilities as they relate to the advertised position. The applicant will receive a numerical rating based on the answers to the questions contained in the Questionnaire. The applicant will not be considered if the Resume/OF-612 and Questionnaire BOTH are not submitted for consideration. Although, the system is automatically rating each applicant and determining eligibility or ineligibility, the HRO Staffing Specialist manually reviews this information to determine whether or not the Resume/OF-612 supports the responses on the Questionnaire, etc. and will ultimately determine eligibility. The HRO Staffing Specialist can override the system generated rating of ineligible if he/she determines the Resume/OF-612 supports eligibility and correspondingly, the HRO Staffing Specialist can override and eligible rating making the applicant ineligible if he/she determines the Resume/OF-612 does not support an eligible rating. Whenever an eligibility rating is changed, an electronic/manual notation and justification will be entered to explain the change in rating. The applicant's application must meet the specialized experience requirement of the vacancy.

c. Specialized Experience Illustration: Where the "applicant must have 36 months specialized experience which involves..." The applicant's questionnaire and resume/OF-612 must support this claim. For example, if the applicant indicates that he/she meets this rating on the questionnaire, but indicates that he/she has only 20 months specialized experience on the resume/OF-612, then he/she will not be considered for failing to meet the specialized experience requirement. Also, due to electronic processing, an improper resume format will no longer automatically disqualify an applicant.

d. A properly completed and separate application will be submitted for each vacancy announcement in which applicants are interested. Applicants should address the KSA's

described in the vacancy announcement. *If more than one type of duty is described in the experience portion of the application, applicants must include the approximate percentage of time performing each type of duty.* Technicians should retain a copy of their completed application for future use. *It is the ultimate responsibility of the applicant to ensure that a complete, accurate, up-to-date application is submitted for each vacancy.* Electronic applications via the USAJOBS website do not require a signature. However, faxed applications must be signed and dated.

e. Facsimile applications via commercial, personal, or government fax machines are permissible.

f. Applications will be submitted as follows:

(1) Applications will be submitted via USA JOBS website or Faxed to the OPM service center no later than close of business on the closing date specified on the vacancy announcement.

(2) Applicants not currently commissioned, who are applying for an excepted position requiring commissioned officer status, must submit evidence of eligibility for a commission.

(3) Submitting applications in government envelopes, or using government postage is prohibited by law. Applicants will apply on-line via USA Jobs or fax their application to the OPM examining office via the fax number in the vacancy announcement. Do not send applications to HRO.

(4) Any additional documentation not required by the vacancy announcement (e.g., position descriptions, performance evaluation, letters of recommendation, certificates of training, etc.) will be removed from application package and will not be returned to the applicant.

(5) Any additional required documentation will be outlined and emphasized in the "Forms required" area of the vacancy. If the vacancy has an education or license requirement, the applicant will be notified that a copy of the transcript or license is required

g. Basic Eligibility – Applications will be reviewed by the HRO designated staffing representative to determine basic eligibility. Applicants who meet the minimal qualification and eligibility requirements, as required on the vacancy announcement, will be considered eligible for selection.

SECTION 12.10 AREAS OF CONSIDERATION:

a. The area of consideration for each specific position vacancy announcement will be that deemed most appropriate by the HRO to ensure the receipt of sufficient highly qualified candidates. The type of position, availability of candidates, position qualifications, budgetary limitations, and compatibility requirements will be considered in determining the area of consideration. **THE STANDARD AREA OF CONSIDERATION FOR BARGAINING UNIT POSITIONS WILL BE AREA ONE OR ON-BOARD GEORGIA NATIONAL GUARD FULL-TIME PERMANENT TECHNICIANS.**

b. For vacant bargaining positions, all areas of consideration will be listed on separate electronic referral and selection certificates.

c. **The intent of this article is the understanding that both parties agree, that this language will not abrogate managements right to select from any appropriate source IAW 5 U.S.C. § 7106(a) (2) (C).**

12.11 CERTIFICATE REFERRAL:

a. After determining basic eligibility and qualifications via USAJOBS, HRO staffing review and after all necessary materials are gathered; the HRO Staffing Representative will provide an initial selection and referral certificate to the Selecting Official containing qualified candidates in concert with the following Georgia National Guard merit principle guidelines:

(1) When announcing exclusively to area one applicants, the referral and selection certificate will include all qualified applicants initially rank ordered electronically by USAJOBS application system with a final numerical ranking.

(2) When announcing to all areas of consideration, the referral and selection certificate will include all area ones. The selecting official will receive the top ten (10) area two and five (5) area three applicants, after final decision of the non-selection of all area one applicants numerical rating from USAJOBS.

SECTION 12.12 SELECTING OFFICIAL RESPONSIBILITIES:

a. Upon receiving the referral and selection certificate, the selecting official may make a selection in accordance with the following Georgia National Guard Merit principles:

(1) When considering all referral selection certificate, the Selecting Official (or designated representative) may select one of the top five referred area one applicants based on a review of the applications without interviewing the applicants; or may interview all referred area one top five applicants and make a selection.

(a) If the interview process is chosen, the Selecting Official (or designated representative) will interview the top five applicants and other area one applicants of choice on the referral certificate. (A person not interviewed will not be selected).

(b) If the selecting official non-selects from all of the area one applicants, he or she will provide definitive justification in writing for non-selecting each applicant to the HRO. The HRO will notify the State Chairman or designated Labor organization representative of the non-selection, discuss the justifications for non-selection, consider the Labor organizations input, and advise the State Chairman of the final decision. After final decision of the non-selection of area one, area two and area three will be sent in sequence to the selecting official for further consideration.

(c) When considering area two and area three applicants for selection, the selecting official (or designated representative) may select one of the top five referred area two applicants based on review of the applications without interviewing applicants; or may interview any referred area two and three applicants.

SECTION 12.13 HRO or DESIGNATED REPRESENTATIVE NOTIFICATION RESPONSIBILITIES:

a. The HRO or designated representative will notify the individuals on the selection certificate of the selection.

b. Arrange a start and/or release date for the selectee.

c. HRO or designated representative will advise, electronically those individuals who did not meet qualifications required for the position in a reasonable amount of time.

SECTION 12.14 INDIVIDUAL RESPONSIBILITIES:

Individual technicians are responsible for:

a. Familiarizing themselves with the provisions of the Merit Promotion and Placement Plan.

b. Pursuing developmental opportunities in preparing to assume higher level duties.

c. Assuring on-line and manual application forms and Official Personnel Folders (OPF's) contain accurate and current information concerning qualifications and self-development activities.

d. Arranging with a supervisor to submit completed applications for vacancies when temporarily absent from their positions.

SECTION 12.15 TECHNICIAN RELEASE:

After selection for promotion/placement, a Technician should be released promptly from their present position. Release will normally be within two (2) weeks after selection, either the start of

the 1st day of the next pay period, or the fill date as specified on SF 52 (Request for Personnel Action).

SECTION 12.16 SELECTION DELAYS:

If the vacant position remains open, the referral certificate may remain in effect for four (4) months. The HRO will notify the labor organization State Chairman and the candidates as to the reason for a cancellation or delay.

SECTION 12.17 RECORDS:

a. Sufficient records are required to allow reconstruction of the placement action to provide; for an evaluation of merit promotion/placement plan; for clear record of the actions taken; and for proof that the Technician vacancies are filled on a fair and equitable basis in accordance with this article.

b. The following records are to be maintained by the HRO or designated representative:

(1) Electronic and/or paper copy of the vacancy announcement.

(2) Electronic and/or paper copy of electronic referral and selection certificate/GA HRR Form 300-6.

(3) Electronic and/or paper copy of the application and attached documents.

(4) Electronic and/or paper copies of forms used in the evaluation and rating process.

c. Records are to be maintained for a minimum of two (2) years. If a grievance is pending, records will be maintained until grievance resolution.

SECTION 12.18 GRIEVANCES:

a. A Technician who believes that proper procedures were not followed in a particular placement action for which they were an applicant may present a grievance under the grievance procedures agreed to in this contract. A grievance will not be considered when it is based solely on non-selection.

b. The Employer, upon written request, will provide to the Labor Organization the promotional material utilized in assisting the qualifications of the eligible candidates in an alleged or formal grievance action. Confidentiality of promotion material will be maintained by the Labor Organization.

c. If a grievance concerning a merit promotion has been initiated, no action to cancel the vacancy announcement will take place until the grievance is resolved.

SECTION 12.19 ADMINISTRATIVE REVIEW:

Should a non-selected Technician wish to know the possible reason(s) for non-selection, they may request an administrative review from the Selecting Official or supervisor. The Selecting Official or supervisor *is encouraged to* address the area(s) where improvement(s) can be made to enhance the individual's promotion potential. The intent is not for the Technician to grieve his/her non-selection but to provide the Technician an awareness of potential weakness.

ARTICLE 13
DETAILS AND TEMPORARY PROMOTIONS

SECTION 13.1 DEFINITION:

A detail is the temporary assignment of an employee to a different position for a specified period of time, with the employee returning to their regular position and duties at the termination of the detail. Technically, a position is not filled on a permanent basis by a detail, since the employee continues to be the incumbent of the position from which detailed and keeps the same status and pay.

SECTION 13.2 USE OF DETAILS:

The Employer agrees to keep details for the shortest practicable time limits and make continuing efforts to secure necessary services by appropriate personnel actions. The HRO will provide advice on conditions and limits on details to all supervisors and managers. Grade inversion is strictly prohibited in the appointment of temporary Points of Contact (POCs) to carry out instructions/duties of a supervisor.

SECTION 13.3 PROCEDURES:

- a. Details of less than 30 calendar days may be executed by the Selecting Official or their designee without written authority from the HRO. Such details can be recorded on an SF 52.
- b. Details in excess of 30 days not to exceed 120 days will be requested on SF 52 (Request for Personnel Action) to the HRO. The record of the detail (SF 50) will be filed in the Technician's Official Personnel Folder. Details may be affected in 120 calendar day increments to the same or lower grade positions for up to one year. Detail of employees will be accomplished in accordance with TPR 300 (351) dated 22 Nov 1993.
- c. Management should assess the mission needs of the organization prior to detailing employees out of their assigned position. Consideration should be given to distributing the duties of the absent employee to other higher graded positions within the unit/facility. To the extent possible, the employer agrees to fill all position vacancies that may impact on bargaining unit members rather than use details. If a detail is required, qualified volunteers for the detail will be solicited and accepted before non-volunteers are assigned. When no qualified employees volunteer for a detail, the employer agrees to rotate the detail among the qualified employees in the area/section affected. When these procedures cannot be applied, the employer agrees to explain the circumstances to the Labor Organization.

SECTION 13.4 TEMPORARY PROMOTIONS:

- a. When the Employer requires the temporary service of an employee in a higher graded position to be performed, the employee will be temporarily promoted. A temporary promotion may be from thirty (30) days to one year in duration.
- b. Employees will not be temporarily promoted to higher graded positions in excess of 120 days without competitive vacancy announcement procedures being utilized. For temporary promotions of less than 120 days, the employer will consider rotation of all qualified employees in the vacant position work area for the temporary promotion.
- c. The employee selected for temporary promotion must be given advance notice of the reason(s) the promotion is being effected on a temporary basis rather than a permanent basis, the expected duration of the promotion, rights to return to their position when the period of temporary promotion ends, and the circumstances under which the temporary promotion can be made permanent.

This notice should be in writing, and the employee's acceptance (signature) must be obtained prior to effecting a temporary promotion.

d. Temporary promotions will be accomplished in accordance with TPR 300 (351) dated 22 Nov 1993 and this Article.

ARTICLE 14
REDUCTION-IN-FORCE

SECTION 14.1 IMPLEMENTATION OF REDUCTION-IN-FORCE:

The Adjutant General is responsible for implementing a reduction in force in accordance with TPR 300 (351) and this article.

SECTION 14.2 PROCEDURES GOVERNED BY TPR AND PUBLIC LAW:

Procedures relating to reduction in force will be governed by provisions of National Guard Bureau Regulation TPR 300 (351), USC Chapter 71 and this article. The detailed procedures to effectuate this article will be in accordance with the Impact and Implementation article of the Labor/Management Agreement. Further, both parties agree that procedures used by management officials in exercising their authority are negotiable. To that extent, the Adjutant General of Georgia, in recognizing the responsibility of the Labor Organization to represent the bargaining unit, agrees to negotiate appropriate arrangements/procedures for the bargaining unit Technicians adversely effected by implementation of this article.

SECTION 14.3 PROCEDURES TO BE USED:

- a. A RIF occurs when a Technician is released from a competitive level by separation, change to lower grade, furlough for more than 30 days, or reassignment involving displacement of another Technician, when lack of work or funds, reorganization, reclassification due to change of duties, or the need to make a place for a person exercising reemployment or restoration rights requires the agency to release the Technician.
- b. At the time a RIF notification is received, the initial Labor/Management negotiation meetings will establish that portion of the bargaining unit effected.
- c. A competitive level consists of a group of identical or similar positions for which Technicians compete for retention. Group like positions by competitive levels within each competitive area. Generally, each competitive level consists of positions which:
 - (1) Have the same grade and occupational series, or
 - (2) Are similar enough in qualification requirements, working conditions, duties, and pay so that the incumbent of one position can perform the duties of another position without significant training or interruption of work operations.
 - (3) Supervisory positions will not be placed in the same competitive level as bargaining unit Technicians.
- d. All positions involved in RIF will compete using the following procedures:
 - (1) Placement actions. Placement offers and competition for occupied positions will occur in the following order:
 - (2) Placement in vacant positions at the same grade or pay.
 - (a) Competition for occupied positions at the same grade or pay.
 - (3) Placement in vacant positions at lower grade levels or pay.
 - (a) Competition for occupied positions at lower grade levels or pay.
- e. Some positions in the same occupational series should be in different competitive levels because of major differences in functions and qualifications.
- f. There is no limit on the number of positions that may be assigned to a particular competitive level. The competitive level may consist of only one position if it is too unique to be grouped with other positions.
- g. The position to which the Technician is permanently and officially assigned will be used to established competitive levels (the position to which the Technician is temporarily promoted, temporarily reassigned, or detailed will not be used).

h. Tenure groups are the categories in which Technicians are grouped based on length of employment and completion of probationary/trial periods.

(1) Tenure Group I. - Permanent, competitive service Technicians with career status, who have successfully completed their probationary period, and permanent, excepted service Technicians who have successfully completed a trial period.

(2) Tenure Group II. - Permanent Technicians who are serving a trial or probationary period. This category includes competitive service Technicians with career-conditional status and excepted service Technicians who have not completed their trial period. Competitive service Technicians under career appointments who must serve a probationary period are also in tenure II.

(3) Tenure Group III. - Technicians who serve under indefinite appointment in the excepted service.

i. A retention register is a record that lists Technicians in descending order, within their competitive levels, and tenure group, starting with the Technician with the highest score first.

(1) A Technician retention standing will be computed using the average score of the last three official performance appraisals. For example, a Technician may have received a performance rating score of -3-(1998), -3-(1999), -2-(2000). Divide the total score of all three appraisals (8) by 3 which equates to 2.66. The Technician score of 2.66 will then be placed on the retention register.

(2) The following table as established by, and subject to change by, the Employer in TPR 300 (351) provides the numerical score equated to the performance rating:

Outstanding	5 points
Excellent	4 points
Acceptable	3 points
Marginal	2 points
Unacceptable	1 points

(3) Technicians who do not have three (3) current appraisals on file will automatically receive their previous performance rating or a performance rating of three (3), whichever is higher.

(4) The Technician Service Date (TSD) will be used as a tiebreaker when two or more Technicians in the same tenure group have the same retention score. The Service Computation Date (SCD) will be used as a further tiebreaker if required.

(5) At the time The Adjutant General or NGB authorizes a RIF, the HRO through Impact and Implementation Bargaining with the Labor Organization will establish a cut-off date for receipt of any new appraisals. Receipt of a new performance appraisal after a RIF has been authorized will not affect the Technician's retention standing. However, if a decision on an appealed performance appraisal is issued before the effective date of the Technician's release from competitive level, use the appraisal rating and score which resulted from the appeal.

(6) Technicians with an overall performance rating of unacceptable may only compete with or displace other Technicians with unacceptable performance appraisals.

SECTION 14.4 HRO RESPONSIBILITIES:

a. Meet with the Labor Organization to explain the need for a RIF, and upon request provide all documents and correspondence received, relative to the RIF action. The parties will then negotiate the appropriate procedures to be used.

- b. Screen the manning documents to determine which vacancies will be needed for placement action.
- c. Develop an aggressive placement program to include contact with other states, local federal activities, local government and private employers.
- d. When the parties mutually agree a general notice is required, as a minimum, it will contain the following:
 - (1) The established competitive area.
 - (2) The established date appraisals are to be/have been frozen.
 - (3) The date personnel actions are frozen (i.e., reassignments, promotions, hiring, etc.).
 - (4) Point of contact (POC) for program counseling.
 - (5) Established date and times for appropriate separation briefings, if known.
- e. A written notice will be given to each affected Technician to be RIF'd at least 60 days prior to the effective date of the action. This notice will state specific actions and known alternatives to be offered to the individual.

ARTICLE 15

TRAINING

SECTION 15.1 RECOGNITION OF NEED FOR TRAINING:

The Employer and the Labor Organization recognize the continuing need for additional training, retraining, and career development opportunities for all Technicians which will improve their skills, knowledge, and abilities to perform their official duties. The employer is responsible for training programs as may be required to improve the efficiency of the Technician program. Selection of Technicians for training will be based on need for training, on a fair and equitable basis.

SECTION 15.2 MILITARY SERVICE SCHOOL IN TECHNICIAN STATUS:

Technicians may be permitted to attend military service schools in a Technician status subject to the approval of the Employer under the following conditions:

- a. The Technician's position has been affected by an equipment conversion that has impacted significantly on position duties to the extent that new equipment training is required to meet the basic qualifications necessary to perform the job.
- b. After all placement efforts have failed, Technicians who have been reassigned as a result of a reduction-in-force and require this training to achieve basic military and/or Technician qualification requirements for the positions to which they have been reassigned.
- c. A change in a Technician's position description has been made that requires formal training at a civilian or military service school.
- d. A Technician's position description contains duties and responsibilities that are not included in the mandatory "Qualifications Requirements" (and thus not a prerequisite for employment), and the Technician's supervisor recommends it would be in the best interest of the National Guard the Technician attend the retraining, or the training has been strongly suggested/required by NGB, inspection teams, etc.
- e. A requirement to attend a training course at a military service school has been levied on a Technician by NGB, inspection teams, etc., and it is the considered opinion of the Technician's supervisor the qualifications/knowledge gained by attendance at the course will have a greater impact on the Technician position rather than the military position.
- f. An employee in technician status will not ordinarily be required to perform incidental military duties such as charge of quarters, barracks chief, officer of the day or any other duties not required of any other civilian class member. A policy letter outlining the above provisions will be available for use by technicians attending military service schools. Any conflicts of this provision will be brought to the attention of the employer, the union and resident National Guard liaison for resolution.

SECTION 15.3 OPPORTUNITY TO ATTEND COURSES RELATABLE TO TECHNICIAN'S POSITION:

Technicians shall be afforded the opportunity and highly encouraged to attend Office of Personnel Management or interagency courses, seminars, or other training courses, which are relatable to the Technician's position when it is determined by the Employer to be in the best interest of the Georgia Technician Program.

SECTION 15.4 TRAINING AT NON-GOVERNMENT FACILITIES:

The Employer may permit Technicians to attend training at non-Government facilities when the need for the training has been established and the required training is not reasonably available within the Government.

ARTICLE 16
EQUAL EMPLOYMENT OPPORTUNITY

SECTION 16.1 POLICY:

The Georgia National Guard Technician Equal Employment Opportunity Affirmative Action Plan/Affirmative Employment Plan establishes the requirements of national policy and federal law. It assures equal employment development, promotion and treatment of the National Guard Technicians. The Employer and the Labor Organization agree to cooperate to the fullest in providing equal employment opportunity for all qualified applicants and Technicians and prohibit discrimination because of. Both parties agree to promote and support all programs for equal employment opportunity through a positive and continuing effort.

SECTION 16.2 EEO COMPLAINT PROCEDURES:

Any Technician who believes they have been discriminated against in any matter because of age, race, color, ethnicity, gender, national origin, or non-disqualifying handicap may file an EEO complaint through the statutory complaint procedure by contacting a designated EEO counselor for that specific area within forty-five (45) calendar day of the occurrence. (Reference Title 29, CFR, Part 1614)

SECTION 16.3 COMPLAINTS ALLEGING SEXUAL HARASSMENT:

- a. The employer and the Labor Organization agree that sexual harassment in the workplace will not be condoned.
- b. Reported cases of sexual harassment will receive prompt and positive action.
- c. Any Technician who feels they have been the victim of sexual harassment may file a complaint through the statutory complaint procedure by contacting an EEO counselor within forty five (45) days of the occurrence.

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ARTICLE 17
GRIEVANCE AND ARBITRATION

SECTION 17.1 GENERAL:

- a. This grievance procedure will be the exclusive method of grievance resolution for all bargaining unit Technicians.
- b. The Technician retains the right to request Labor Organization representation in the grievance procedure or to decline such representation. If the 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.
- c. 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 17.2 DEFINITIONS:

A Grievance is:

- a. Any complaint by any Technician concerning any matter relating to the employment of the Technician;
- b. Any complaint by any Labor Organization concerning any matter relating to the employment of any Technician; or
- c. Any complaint by any Technician, Labor Organization, or agency concerning:
 1. The effect or interpretation or a claim of breach of a collective bargaining agreement; or
 2. any claimed violation, misinterpretation, or misapplication of
 3. any law, rule, or regulation affecting conditions of employment.

SECTION 17.3 EXCLUSIONS:

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 Section 7532 of Title 5. (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 Technician. This matter may be appealed under other procedures. For GS Technicians TPR 500 (511.6), for WG Technicians TPR 532-1 S7, (532-1) are applicable references.
- f. Actions covered by the statutory appeals procedure Section 709 (f), Title 32, USC.
- g. Termination of a trial period/probationary Technician.
- h. Equal Employment Opportunity complaints.

SECTION 17.4 REPRESENTATION:

The Labor Organization is assured the right to represent itself and/or each and any Technician in the bargaining unit in the presentation and processing of any grievance.

SECTION 17.5 PROCEDURES:

The employer and the Labor Organization agree that this negotiated procedure is the exclusive procedure available to the Labor Organization and the 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 17.6 TECHNICIAN RIGHTS:

All 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 Technician(s) or Labor Organization grievances. In exercising this right, the Technician(s) and the representative will be free from restraint, coercion, discrimination, or reprisal.

SECTION 17.7 PRESENTING A GRIEVANCE:

- a. A grievance must be presented using the agreed to grievance form (Section 17.21 Grievance Form) which is included as part of this article.
- b. If a Technician or group of 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.
- c. 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 Chapter President or his designated representative.

SECTION 17.8 OFFICIAL TIME:

Official time, without charge to leave, will be afforded in accordance with the following:

- a. To the Technician to discuss, informally, with his/her first line supervisor and/or their Labor Organization representative, any dissatisfaction the 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 Technician and the designated Labor Organization representative for preparing, presenting and processing the grievance.

SECTION 17.9 GRIEVANCE PROCEDURES:

- a. A Technician grievance must be taken up with the Technician's immediate supervisor within twenty-one (21) calendar days after the occurrence of the matter generating the grievance or when the technician should reasonably have been aware of being aggrieved. 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.
- b. Grievances will be processed in the following manner:
 - (1) **INFORMAL GRIEVANCE PROCESS.**
 - (a) A Technician or Technicians who have a grievance must first attempt to resolve the grievance with the appropriate supervisor/manager. The Technician, if he/she chooses, may be represented or accompanied by a representative of the Labor Organization or someone approved by the Labor Organization. The grievance may be presented either orally or in writing and the reply may be oral or written. The supervisor will make his/her decision within seven (7) calendar days after the grievance has been presented to him/her. The date of receipt of the grievance does not count in the seven calendar day limit.
 - (b) If a settlement cannot be agreed to under the informal grievance process, then the formal grievance procedure will be utilized.
 - (2) **FORMAL GRIEVANCE PROCESS.**
 - (a) The grievance will be prepared in writing, utilizing the agreed to form. The designated labor representative will present the grievance to the appropriate Selecting Official. The grievance and information will be discussed at the time of the presentation of the grievance.

- (b) The Selecting Official will provide a written decision to the individual and the Labor Organization representative within seven (7) calendar days.
- (c) If the grievant is dissatisfied with the decision in 17.9 (b) (2), a written grievance and attachments may be submitted to The Adjutant General within fifteen (15) calendar days.
- (d) The Adjutant General will issue his written decision within fifteen (15) calendar days to the grievant and the Labor Organization.

SECTION 17.10 LABOR ORGANIZATION GRIEVANCE:

- a. Labor Organization initiated grievances will name the Selecting Official as the respondent, unless the grievance is against the HRO or Adjutant General, who will be named as the respondent.
- b. The following procedures will be utilized for all Labor Organization grievances:
 - (1) INFORMAL 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.
 - (2) FORMAL GRIEVANCE PROCESS.
 - (a) The grievance will be prepared in writing and submitted to the named respondent utilizing the agreed to form. The event(s) leading to the grievance may be discussed at the time of the presentation of the grievance. If The Adjutant General is the respondent, the decision will be served to the State Chairman.
 - (b) The appropriate respondent will provide a written decision within fifteen (15) calendar days to the Labor Organization Chapter President.
 - (c) If the Labor Organization is dissatisfied with the decision in 17.10 (b) (2), a written grievance and attachments will be submitted to The Adjutant General within fifteen (15) calendar days. The Labor Organization will be provided a written decision within fifteen (15) calendar days. If The Adjutant General does not sustain the grievance, a reason in writing will be provided to the Labor Organization.

SECTION 17.11 RIGHT TO INFORMATION:

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 17.12 ARBITRATION:

- a. Arbitration may be used to settle unresolved grievances.
- b. Only the Labor Organization or the Employer may invoke the provision of this section.
- c. Within 21 calendar days after The Adjutant General issues the final decision of the grievance, the Labor Organization or the Employer should provide written notification to the other party for the grievance to be submitted to arbitration.
- d. If either party questions the arbitrability of a matter because of alleged conflict with applicable existing law or circumstances, the arbitrator will simultaneously hear the question of arbitrability and the merit(s) of the case. The arbitrator will then rule on the question of the arbitrability and when applicable, the subsequent question(s) on the merit of the case.

SECTION 17.13 ARBITRATOR SELECTION:

- a. 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.
- b. Within fifteen (15) calendar 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.
- c. 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) calendar days the parties may select a new arbitrator using the above procedures.

SECTION 17.14 ARBITRATION EXPENSES:

All expenses of the arbitrator and FMCS fees shall be borne equally by the Employer and the Labor Organization. The arbitration hearing shall be conducted during the regular day shift work hours of the basic workweek, and the Technician representative and Technician appellant shall be in a pay status without charge to annual leave while participating in the arbitration proceedings. Cost of non-Technician witness expenses will be borne by the party calling the witness.

SECTION 17.15 ARBITRATION DECISION:

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.

SECTION 17.16 FLRA EXCEPTIONS:

The parties understand the Federal Labor Relation Authority 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 17.17 COMPLIANCE:

Certificate of compliance with the decision of the arbitrator, to include corrective action where appropriate, shall be provided to the other party as soon as practical.

SECTION 17.18 TIME LIMITS:

- a. Failure of management officials or supervisors to observe the time limits in this Article will automatically permit the grievant to advance to the next step of the grievance procedure.
- b. Failure of the grievant to observe the time limits will terminate the grievance, except as provided by Section 18c.
- c. All time limits provided in this Article may be extended by mutual agreement and in writing or electronically.

SECTION 17.19 GRIEVANCE FILE:

a. When a Technician submits a grievance in writing, a copy will be forwarded by the Selecting Official to the HRO. A grievance file will be established and the record copy maintained by the HRO. The file is an independent file, separate and distinct from the Official Personnel Folder

maintained in the HRO. It will contain all information necessary for a clear understanding of the case, including, as a minimum, the following:

- (1) The written grievance.
- (2) Any record memorandums prepared following discussions.
- (3) The Adjutant General's decision.

b. After resolution or final decision of the grievance, the file will be retained in the HRO for a period not to exceed two years. This file will not be utilized for any capricious act against the grievant or any Technician named in the grievance.

SECTION 17.20 REPRISALS:

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

Section 17.21 Grievance Form:

Chapter:	GEORGIA ACT GRIEVANCE FORM	
1. DATE FILED: █	2. GRIEVANT'S NAME	3. GRADE/TITLE
4. SHOP / FACILITY	5. DUTY PHONE -	
6. HOME ADDRESS (<i>if needed</i>)	7. HOME PHONE () -	
8. GRIEVANCE RESPONDENT & TITLE	PHONE -	9. DATE GRIEVANCE OCCURRED
10. CONTRACT / REGULATION REFERENCES (or others as required)		
11. DETAILS OF GIEVANCE (attach separate sheets (s) as required) State in detail the incident / action on which this grievance is based, providing names, dates, and locations as applicable		
12. SPECIFIC RELIEF (attach separate sheet(s) as required)		
13. GRIEVANCE PROCEDURES (initial and date)(I/A/W article 17, L/M agreement)		
Informal <input type="checkbox"/>	Fomal <input type="checkbox"/>	TAG <input type="checkbox"/>
Informal _____ (INITIAL)	Fomal _____ (INITIAL)	TAG/LABOR _____ (INITIAL)
Date _____	Date _____	Date _____
14. PREVIOUS DECISIONS ATTACHED (applicable to Steps 1, 2, and 3)		
15. UNION REPRESENTING – Grievant Signature	16. UNION NOT REPRESENTING – Grievant Signature	
17. ACT REPRESENTATIVE / TITLE :		
18. RECORD OF RECEIPT (each step – signature and date)		
Management / Supervisor		Labor Representative
INFORMAL _____ Date _____	_____ Date _____	
FORMAL _____ Date _____	_____ Date _____	
TAG _____ Date _____	_____ Date _____	
<p>A. GRIEVANT WILL COMPLETE ITEMS 1 THROUGH 12 AND 15 OR 16</p> <p>B. IF GRIEVANT COMPLETES ITEM 16, GRIEVANT WILL COMPLETE ITEM 13</p> <p>C. IF GRIEVANT COMPLETES ITEM 15, LABOR REPRESENTATIVE WILL COMPLETE ITEM 14</p> <p>D. PROVIDE TWO (2) COPIES</p>		

REVISED APRIL, 2000

ARTICLE 18
PERFORMANCE APPRAISAL PROGRAM

SECTION 18.1 POLICY

- a. This Article addresses the Technician Performance Appraisal Program as it applies to bargaining unit members. Technician Personnel Regulation (TPR) 430 and this Collective Bargaining Agreement are used for the administration of the Performance Appraisal Program. The current automated program is hosted on the web application: MyBiz/MyWorkplace.
- b. The Employer will provide, upon request, to the Labor Organization the average of appraisal scores for internal Labor Organization use. In providing these averages, only averages will be supplied and not specific appraisal information concerning the evaluated individual.
- c. The evaluation of a Technician's performance of assigned duties is paramount in the evaluation process. Items of a disciplinary nature will not be used as part of that measurement, unless it occurred and affected performance during the rating period.
- d. Appeals will be submitted to the address below in accordance with TPR 430.

The Adjutant General
Clay National Guard Center
1000 Halsey Avenue
Bldg 447 Attention: HRO
Marietta Georgia, 30060

SECTION 18.2 RESPONSIBILITIES AND RATING OFFICIALS (TPR 430, Section 1.4)

- (1) The Chief, National Guard Bureau (CNGB) serves as the strategic focal point in developing, managing, and integrating employment of National Guard capabilities for the Office of the Secretary of Defense, the Joint Staff, and the Departments of the Army and Air Force in support of Combatant Commanders. Administers DoD, Joint, Army and Air Force programs; acquires, distributes, and manages resources. Coordinates departmental policies and programs for the employment and use of National Guard technicians under section 709 of Title 32, United States Code, in accordance with the National Guard Bureau Charter.
- (2) NGB J-1 Manpower and Personnel Directorate serves as the primary advisor to the CNGB on all personnel and manpower issues in the National Guard. Provides the CNGB with oversight on human resource technician program development, staffing, and execution of policies, plans and programs concerning technician employment.
- (3) The Chief, Technician Personnel Division, NGB-J1-TN, is the primary advisor to NGB-J1, commanders, staff, and operating officials on all human resource programs pertaining to technicians assigned to the National Guard. Develops, maintains and revises technician performance management and appraisal regulations. NGB-J1- TN also establishes policy, plans, and programs concerning technician employment.
- (4) The Adjutant General (TAG):
 - a. Hold managers and supervisors accountable for proper operation and administration of this performance management program.
 - b. Communicates with supervisors and technicians (e.g., through formal training) about relevant parts of the Performance Appraisal Program.
 - c. Establish state review and appeal processes to review and resolve complaints about assigned ratings.
 - d. Ensure that managers and supervisors are appraised on performance in furthering Equal Opportunity goals and objectives, and other supervisory leadership critical elements.

- e. Ensure that written performance plans are established for each technician position, including those serving in a trial/probationary period.
- (5) Human Resources Officer (HRO):
- a. Assists managers in establishing the performance management program that provides a meaningful, efficient method for the evaluation of individual, team (where elected) and organizational performance in partnership with technicians and their union representatives in accordance with law. HRO will provide oversight, with primary responsibility to The Adjutant General, on the state's human resource technician program development, staffing, and execution of policy, plans and programs concerning technician performance management and appraisal.
 - b. Administers the Performance Management Program. The HRO also provides timely advice and assistance to managers, supervisors, and technicians.
 - c. Develops and conducts training necessary to ensure all personnel involved in the appraisal process are adequately trained in the performance management Program including responsibilities of all parties.
 - d. Notifies supervisors and managers of due dates for technician performance ratings and follows up when not received in a timely manner.
 - e. Reviews completed ratings for timeliness, completeness, and conformity with the regulatory requirements.
 - f. Maintains necessary records, evaluates effectiveness of the Performance Management Program, and advises the Adjutant General on issues requiring refinement or improvement.
 - g. Ensures that necessary personnel actions or decisions are taken in timely manner based on the performance appraisal.
 - h. Establishes and administers the state's reconsideration and appeal process.
- (6) Managers and Supervisors are charged with the responsibility, and will be held accountable, for effectively managing the performance of assigned employees to include but not limited to:
- a. Executing the requirements of this subchapter in a manner consistent with merit system principles set forth in Title 5, U.S.C., Chapter 23;
 - b. Ensuring that employees are trained in the performance management program;
 - c. Clearly communicating the performance plan to employees, and holding employees responsible for accomplishing their critical elements and performance standards;
 - d. Aligning performance plans and employee development with organization mission and goals;
 - e. Developing written critical elements and their performance standards and ensuring performance plans include all of these elements and standards;
 - f. Providing employees meaningful, constructive, and candid feedback relative to their performance, including at least one documented interim review;
 - g. Ensuring employees are aware of the opportunity to provide a self-assessment;
 - h. Fostering and rewarding excellent performance;
 - i. Addressing poor performance;
 - j. Making meaningful distinctions among employees based on their performance and the employee's contributions aligned with the strategic goals and objectives;
 - k. Completing closeout assessments, annual appraisals, and special purpose appraisals, as appropriate;
 - l. Ensuring that eligible employees are assigned a rating of record as prescribed by this regulation;
- (7) Technicians are encouraged to:
- a. Engage in dialogue with supervisors to develop written critical elements and their performance standards.

- b. Identify and record their accomplishments and results throughout the appraisal period.
- c. Participate in interim reviews and the end-of-year assessments, including the self-assessment; and understand the link between their performance standard, conduct, and organization mission and goals.

SECTION 18.3 APPRAISALS

- a. The Labor Organization will be provided with a list of technicians that have not received annual appraisals by 1 March every year.
- b. All technicians that have not received their annual appraisal by 31 January will automatically receive their previous performance rating or a performance rating of 3, whichever is higher.
- c. The Georgia performance Appraisal cycle is 01 January to 31 December, with an Appraisal effective date of 01 January of the following year. Supervisors should approve all plans no later than 31 August. Supervisors are expected to conduct one or more documented interim reviews, one of which should be at midyear.

SECTION 18.4 APPRAISAL OF UNION OFFICIALS:

The time spent by Labor Organization representatives in the performance of their representational duties should not be taken into account when the supervisor accomplishes the performance appraisal. Rather, the performance appraisal should be based solely on performance of their officially assigned duties.

ARTICLE 19

APPROPRIATE BARGAINING

SECTION 19.1 PURPOSE:

Prior to implementation of any event that could adversely affect members of the bargaining unit, management will negotiate with the Labor Organization appropriate arrangements regarding the impact of the event(s). Such negotiation will take place prior to any announcement of the proposed management action, which could adversely affect a bargaining unit member's condition of employment.

SECTION 19.2 IMPACT AND IMPLEMENTATION BARGAINING REQUIREMENT:

Matters appropriate for negotiations and consultation between the parties shall include, but are not limited to changes in personnel policies and practices as they apply to working conditions: such as safety, labor management cooperation, Technician services, methods of grievance adjustments, appeals, granting/denial of leave, promotion plans, demotion practices, reduction-in-force procedures, hours of work, and TDY assignment procedures.

SECTION 19.3 CHANGES AFFECTING WORKING CONDITIONS:

- a. Management agrees to provide to the State Chairman or his designated representative draft copies_of appropriate regulations/work-week policies/work schedules affecting working conditions for review prior to implementation. If the Labor Organization desires formal discussion concerning contents of the drafts, management will be contacted within ten (10) working days after receipt of draft copies to establish a meeting time/place to discuss the matter.
- b. If the Employer claims that the necessary functioning of the agency requires implementation before completion of bargaining, the Employer before or promptly after implementation will provide the Labor Organization a written statement of the facts and reasons on which the claim is based and, upon request, meet with the Labor Organization within a reasonable time to discuss the claim and facts and reasons.

SECTION 19.4 MEETINGS:

- a. Upon notification by the Labor Organization, management agrees to meet and confer as soon as practical. Date and time will be by mutual consent.
- b. The employer and Labor Organization agree to render decision on issues not resolved at the meeting, normally within ten (10) working days unless it is mutually agreed otherwise.
- c. Consistent with the above, and within the authority to do so, the Employer agrees not to make changes in personnel policies and practices that effect working conditions without prior negotiation/consultations with the Labor Organization.
- d. If either party takes minutes during any meeting conducted between the Labor Organization and management, copies will be provided to both parties.

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ARTICLE 20 DISCIPLINE

SECTION 20.1 GENERAL:

- a. This article applies to matters of CONDUCT only under the guidelines of NGB TPR 752. Actions that relate to JOB PERFORMANCE will be accomplished in accordance with NGB TPR 430, Technician Performance Appraisal Program. 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.
- b. 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. Technicians of the Georgia National Guard are expected to maintain high standards of honesty and integrity and to conduct business with customers in an ethical manner. IAW 5 CFR 735, and TPR 752.
- c. 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. Disciplinary action will be for the sole purpose of correcting offending Technician and problem situations and maintaining discipline and morale among other Technicians. A supervisor should consider a closer degree of individual supervision, i.e., counseling's, warnings, use of Employee Assistance Program (EAP), etc., to effect corrective action prior to undertaking a formal disciplinary action.
- d. In order to be effective, constructive discipline must be timely. When possible, disciplinary action should be initiated within twenty-one (21) calendar days after the offense becomes known to the individual's supervisor. 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.

SECTION 20.2 NON- DISCIPLINARY ACTIONS:

- a. Non-Disciplinary action (NGB TPR 752) will consist of a counseling; oral admonishments with the Technician by his/her supervisor. The Technician will be advised of the specific infraction or breach of conduct and exactly when it occurred. The Technician will have a Labor Organization representative present if the Technician requests representation.
- b. A counseling will be recorded on the NGB Form 904-1 or the automated supervisor's brief, in pencil, and may remain from one (1) to a maximum of six (6) months, or longer if there is a recurring and continuing problem of a similar nature. The supervisor may remove the annotation prior to the specified maximum time if they feel the problem has been resolved.
- c. A counseling may be grieved through the negotiated grievance procedure. A successful grievance appeal should cause any applicable portion or all of the counseling to be removed from the Technician's record.

SECTION 20.3 DISCIPLINARY ACTIONS:

- a. Disciplinary action (NGB TPR 752) consists of written reprimands, suspensions, reduction in grade, and removals. 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.
- b. Before disciplining a Technician, the supervisor will gather all available facts and discuss them with the Technician, allowing the Technician an opportunity to express his/her views and

provide explanation. After considering the Technician's response, the supervisor will then advise the Technician if the discussion resolved the matter. If an oral admonishment or letter of reprimand is decided upon, the following procedure will apply:

(1) An oral admonishment:

- (a) Is a disciplinary action that notifies a Technician to desist from a certain course of action. The supervisor will describe the offense in sufficient detail to enable the Technician to understand why the admonishment is necessary.
- (b) Will be annotated in pencil (date and subject) on the NGB Form 904-1 or automated supervisor's brief. The admonishment may be retained from one (1) to a maximum of nine (9) months, or longer if there is a recurring and continuing problem of a similar nature. The supervisor may remove the annotation prior to the specified maximum time if they feel the problem has been resolved.

(2) Written reprimand will:

- (a) Normally be issued by the first-level supervisor and coordinated with HRO for contract and regulatory compliance.
- (b) Describe the offense in sufficient detail to enable the Technician to understand why the reprimand is necessary.
- (c) 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 from one (1) to a maximum of twelve (12) months or longer if there is a recurring and continuing problem of a similar nature. The supervisor may remove the annotation prior to the specified maximum time if they feel the problem has been resolved.

(3) A grievance of an oral admonishment or a letter of reprimand may be made through the negotiated grievance procedure. A successful grievance appeal should cause any applicable portion or all of the oral admonishment or LOR to be removed from the Technician's record.

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

c. If adverse action is decided upon, the procedure in Section 20.4 applies.

SECTION 20.4 ADVERSE ACTION:

a. Adverse Action (NGB TPR 752, Chapter 4) are actions that may result in a suspension without pay, a reduction to a lower grade, or removal from technician employment.

b. 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.

c. 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).

d. During a proposed adverse action the employee will ordinarily remain in a duty status pending the original decision from the deciding official. 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.

e. 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.

- (1) 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.
- (2) 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.
- (3) The Adjutant General or designated representative will render a written decision within five (5) calendar 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.
- (4) All of the actions (in 1 through 3 above) must be accomplished prior to the effective date of the adverse action in the original decision.

f. Adverse actions will not be initiated by any supervisor without consulting with the Deciding Official. The Deciding Official must be higher in the supervisory chain of the technician than the supervisor who proposed the adverse action. **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.**

g. The following, as required by agency regulation TPR 752 will be the sequence of events for an adverse action:

- (1) Technicians will be given a notice of proposed adverse action signed by the individual proposing the action.
- (2) The Technician will be allowed twenty-one (21) calendar 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.
- (3) The Technician will be issued a Notice of Original Decision, signed by the Deciding Official, which will state the specific action being taken. The Original Decision will be issued within twenty-one (21) calendar days of the Technician response or after the reply period has ended.
- (4) Upon receipt of the decision, the Technician has twenty (20) calendar 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.
- (5) 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.
- (6) 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. The employer will pay the Hearing Examiner's per diem and travel. The HRO will provide written notification to the appellant of the name of the hearing examiner. The hearing will be before the selected hearing examiner who will provide a recommendation to the Adjutant General within forty-five (45) calendar days after receipt of the verbatim transcript. The Adjutant General will consider the hearing examiner's recommendation when making the final decision.
- (7) The Adjutant General will normally issue his final decision within fifteen (15) calendar 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.

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

SECTION 20.5 REPRESENTATION:

Investigation into the proposing of disciplinary actions shall be handled in an expeditious manner after the employer has become aware of the alleged misconduct.

a. Prior to any discussions or investigatory interviews, the supervisor will notify the Technician that the issues to be discussed may lead to disciplinary or adverse actions.

b. The employer representative should advise the technician of the right to representation prior to any examination that may result in disciplinary action. However, it is the Technician's responsibility to request Labor Organization representation.

(1) If the Technician requests representation, no further questioning or discussion will take place until the representative is present.

(2) If the Technician chooses not to have representation, that waiver must be in writing. The Technician will provide a copy of the waiver to the Labor Organization and the Employer will maintain a copy in the file.

(3) An investigatory interview will, if representation is requested, be delayed for a reasonable amount of time until the Technician(s) representative can be present.

(4) Once the Technician requests representation, the Technician has the right to remain silent and may refuse to give a written statement until the Technician's representative is present.

(5) Further questioning may take place once the employee's representative is present within a reasonable amount of time.

SECTION 20.6 RECORDS:

To protect the confidentiality of NGB Form 904-1 and/or automated supervisor's brief and to preserve the privacy of the individual, records will be maintained at the lowest level of supervision excluded from the bargaining unit and access will be limited to management/Technician concerned. Other individuals or representatives of Technicians may review NGB Form 904-1 if they are designated in writing to perform such reviews. A copy of the written designation will be provided to the supervisor upon request.

SECTION 20.7 DOCUMENT FILES:

a. In any disciplinary action, a Technician or their designated representative will, upon written request, be furnished a copy of all written documents in the employer's files which contain evidence used by the Employer to support any disciplinary or adverse action. Informal notes made by supervisors that allege infractions, tardiness, etc., cannot be used in proceedings against Technicians, unless the notes are timely disclosed beforehand and used to support the action.

b. No written entry will be made in a Technician's files concerning disciplinary matters without the knowledge of the Technician. The Technician should initial the entry. The Technicians initials acknowledge ONLY that the technician knows that an entry was made, but in no circumstances will initialing the entry be considered as an agreement with the entry or an admission of guilt.

c. Any of the above records, notes or diaries shall not be used as a basis to support:

(1) A performance evaluation of marginal or unacceptable;

(2) The denial of a career ladder promotion, or;

(3) The denial of a within-grade increase;

(4) Unless the technician has been shown and provided a copy of such documentation within a reasonable period of time, normally not to exceed thirty (30) calendar days, after it has been determined that the information will be used for such purpose, and before it is used.

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ARTICLE 21
TRAVEL AND TEMPORARY DUTY

SECTION 21.1 PER DIEM:

- a. Travel and per diem will be authorized and performed in accordance with Department of Defense (DoD) Joint Travel Regulations (JTR) Volume II.
- b. Technicians may be issued a government credit card, in accordance with the prescribed rules governing the use of such card.
- c. Advance per diem may be authorized in accordance with Volume II, JTR. The Government credit card may be used to obtain a cash advance from an ATM for travel.

SECTION 21.2 ORDERS:

- a. All Technician- travelers will use **THE DEFENSE TRAVEL SYSTEM (DTS)** to create authorizations, book reservations, receive approval, generate vouchers for reimbursement, and direct payments to their bank accounts and the Government Travel Charge Card (GTCC) vendor. Approvals for travel will be published in DTS when Technicians are given work assignments for duty performed away from the individual's normal duty station when duty day is expected to exceed 10 hours.
- b. TDY/travel order will be generated in accordance with published procedures and provided to Technicians prior to the departure date to the maximum extent possible. Only in rare cases will Technicians be required to travel without written orders.

SECTION 21.3 TRAVEL VOUCHERS:

- a. Upon completion of TDY travel, the Technician will normally complete the travel voucher in DTS within five (5) days after completion of travel.
- b. Technicians who need assistance in completing their voucher should contact their immediate supervisor.
- c. The Comptroller Travel and Voucher Examination section will process vouchers for payment in an expeditious manner. If payment is not received within 30 days after proper submission of a travel voucher, late charges may be dropped and interest will be paid by the employer in accordance with the prompt payment act.

SECTION 21.4 COMPENSATORY TIME WHILE IN A TRAVEL STATUS:

In reference to TPR 630, Section 11-2, compensation time off for travel is earned by an employee for time spent in a travel status away from the employee's official duty station when such time is not otherwise compensable. Travel must be officially authorized and for work purposes and must be approved by an authorized agency official.

- a. For the purpose of compensatory time off for travel, time in a travel status includes: time spent traveling between the official duty station and a temporary duty station; time spent traveling between two temporary duty station; and the usual waiting time (1-2 hours) that precedes or interrupts such travel (e.g., waiting at an airport or train station prior to departure). An extended waiting period, i.e., an unusually long wait during which the employee is free to rest, sleep, or otherwise use the time for his or her own purposes is not considered time in travel status.
- b. For the purpose of crediting commuting time: travel outside of regular working hours between an employee's home and a temporary duty station or transportation terminal outside the limits of his or her official duty station is considered creditable travel time. However, the agency must deduct the employee's normal home-to-work/work-to home commuting time from the creditable travel time. Travel outside of the regular working hours between a worksite and a transportation terminal is creditable travel time, and no commuting time offset applies. Travel outside of regular

working hours to or from a transportation terminal within the limits of the employee's official duty station is considered equivalent to commuting time and is not creditable travel time.

c. GS and FWS employees may earn compensatory time while traveling outside of the normal duty hours.

d. Travel performed within the regularly scheduled duty hours on a holiday or a day designated as the "in lieu of holiday" is not earned compensatory time. Required travel within regularly scheduled duty hours on a holiday will be compensated by premium pay.

SECTION 21.5 LODGING

A dual-status technician will be housed in accordance with DoD JTR, Volume II.

SECTION 21.6 TEMPORARY DUTY ASSIGNMENT ROSTERS

Temporary duty assignment rosters will be discussed at the Labor Management Forums.

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ARTICLE 22

GENERAL

SECTION 22.1 MEETING ROOMS:

When the Labor Organization desires meeting rooms for the purpose of conducting General Labor Organization Membership meetings, the Employer will provide available space when it can be provided without significant additional cost, and when it will not create the need for additional security personnel. The Labor Organization will submit all requests for the use of meeting rooms to the Employer or his designated representative as soon as possible in advance of the date of the meeting to include the time, date, and facilities desired.

22.2 BULLETIN BOARDS AND ELECTRONIC LINKS:

- a. In each major functional area of a facility, the Employer will provide in a main hallway eye-level wall space at least 3 ft x 4 ft for a bulletin board to be used exclusively by the Labor Organization. The Labor Organization may attach the bulletin board to the wall and post on it any communication in accordance with applicable laws, regulations and policies that is within the scope of the Labor Organization's or employees' rights in the workplace. Bulletin boards will be maintained in a neat and orderly manner.
- b. The Employer will include on the GAHRO Internet page a link the ACT National Home Page.
- c. The Employer will provide intranet site(s) at each Wing and the GA DOD.net website a link to Labor Organization informational and representational material supplied by the Labor Organization.

SECTION 22.3 LABOR ORGANIZATION BUSINESS OFFICE AND USE OF WORK AREA:

The Employer recognizes the labor organization's need for office space and counseling areas for accomplishing statutory bargaining unit representational duties at GA NG State Headquarters, MATES, 116th ACW, 165th AW, and other mutually agreed locations.

- a. Depending on the employer's facilities, the employer agrees to make every effort to provide sole use office space. If sole use space is not available, the office provided shall be mutually agreed shared use, and climate controlled consistent with other offices at the location.
- b. The Employer agrees to permit Labor Organization Officers and Stewards to utilize their desks and filing cabinets within their work area to maintain Labor Organization records so long as the equipment is available and it does not interfere with the mission of the organization. The employer may allow the labor organization the use of excess furniture and equipment in accordance with applicable regulations.
- c. The labor organization may provide and post signs, identifying labor organization sole use or shared office space consistent with those in use at the specified location in accordance with applicable regulations.
- d. Consistent with mission requirements, the employer agrees to make available, within a reasonable amount of time, private use of shared space at work areas without sole use space for counseling or representational activities.

SECTION 22.4 USE OF DISTRIBUTION CENTERS:

The Labor Organization officials and stewards will be permitted to use any existing distribution centers for the purpose of disseminating information to specific individuals provided such use is at no expense to the agency. The Employer will not be responsible for Labor Organization material submitted through the distribution centers.

SECTION 22.5 ACCESS TO AGENCY OFFICE MACHINES AND COMMUNICATIONS RESOURCES:

- a. Agency telephones, FAX machines, and agency internet/intranet access will be authorized for use during normal working hours for Labor Organization officials/stewards conducting official representational duties.
- b. All long-distance/access charges (for voice, modem or FAX) incurred in this usage are the responsibility of the employer and are subject to audit and review.
- c. The employer may provide to the labor organization one or more exclusive use or shared computer systems comparable to those currently in use on a daily basis.
- d. The use of agency communications resources will be in accordance with applicable laws and regulations and subject to monitoring.
- e. Additional telephones and computers supplied at union expense may be allowed provided they do not connect to the employer's networks or equipment in any way.
- f. The Labor Organization may, when conducting official representational duties, utilize agency reproduction machines to reproduce material(s) when such use does not pose an undue burden or expense to the agency.

SECTION 22.6 JANITORIAL WORK BY TECHNICIANS:

Normally, janitorial work should not be assigned to bargaining unit Technicians working at a Technician activity which is covered by a janitorial service contract. However, during an emergency or when a janitorial service contract is not in force or insufficient to complete the work, management retains the right to assign janitorial duties to employees. Employees may be assigned required janitorial work by the appropriate supervisor. Janitorial duties will be assigned impartially among similar graded positions, and in consonance with proper personnel utilization and work requirements.

SECTION 22.7 MAINTENANCE OF GROUNDS BY TECHNICIANS:

Normally, Technicians should not be required to perform routine maintenance of grounds at National Guard Sites. However, when maintenance of ground service is not available or insufficient to complete the work, management retains the right to assign routine grounds maintenance work to employees. This section does not preclude employees from performing routine maintenance of grounds purely on a volunteer basis.

SECTION 22.8 TRAVEL BY AIR:

If a Technician has a bona fide fear or aversion to flying, to the extent that serious psychological physical reaction would result, the Technician will not be required to travel by air. It will be the Technician's responsibility to inform the management official directing the travel in order that a medical certificate may be obtained in accordance with the Joint Travel Regulation.

SECTION 22.9 PER DIEM AND TRAVEL FOR BARGAINING NEGOTIATIONS:

Per diem and travel will be authorized in accordance with the provisions of JTR, Volume 2, for Technician Labor Organization officials employed by the Georgia Department of Defense for the conduct of contract negotiations and mid-term bargaining. The number of union officials authorized this allowance will not exceed those identified in the Memorandum of Understanding for the purpose of contract negotiations and mid-term bargaining or any amendments thereto. Authorization for Travel for contract negotiations and mid-term bargaining must be requested and approved through the HRO.

SECTION 22.10 PHYSICAL FITNESS

Workload permitting, Civilian Technicians are authorized official time to participate in the physical fitness program in accordance with The Adjutant General's physical fitness policy. Exercise equipment may be provided subject to regulatory and budget constraints.

ARTICLE 23

CONTRACTING OUT

SECTION 23.1 – GENERAL.

Office of Management and Budget Circular No. A-76 requires that the agencies periodically compare the overall cost of continuing to perform certain, what could be termed, "commercial activities" using civil service personnel. The Agency will notify the Labor Organization of its intent to contract out work which is traditionally performed by Technicians and would result in a RIF, transfer, or loss of function affecting employees in the bargaining unit. The Agency will take all possible actions to minimize the impact on affected Technicians.

SECTION 23.2 – IMPACT AND IMPLEMENTATION BARGAINING.

When the Agency determines that certain services/activities are to be accomplished by contracting out to outside agencies, the Labor Organization will be provided the opportunity to participate in I&I bargaining. The provisions of 5 USC 7106 would not be compromised in allowing the Labor Organization the opportunity to discuss/bargain over the impact and implementation of contraction out services.

SECTION 23.3 – THIRD PARTY INTERVENTION.

The Labor Organization will be provided the opportunity to conduct I&I bargaining IAW PL 95-454. In the event the Labor Organization files a grievance over actions arising from the decision to contract out, it will not delay, postpone nor halt the right that the Employer has to get the work done by contracting. **The intent of this article is the understanding that both parties agree, that this language will not abrogate managements right to contract out IAW 5 U.S.C. § 7106(a)(2)(B) and that any issues pertaining to the contracting out process itself can only be addressed via exclusive OMB Circular A-76 procedures.**

ARTICLE 24

POSITION DESCRIPTIONS AND CLASSIFICATION

SECTION 24.1 - SCOPE OF EMPLOYMENT:

Upon appointment, a technician will be assigned to duties in accordance with the technician position description. Each technician will be provided with a copy of the position description for the position to which assigned. The technician position description prescribes the principal duties. Technicians may be required to perform duties other than these reflected as principal duties of the position description. Consequently, each position description contains the statement, "Performs other duties as assigned." Generally, other duties as assigned are related to the technician position requirements and qualifications and are of an incidental nature. Technicians may be required to perform other duties, which might not be reasonably related to a technician's position. As an example, these duties may include, but are not necessarily limited to, work during emergency situations, work to support the unit mission, work when temporarily assigned to a remote duty site, or when work specified in the position description is not available. These duties should be kept to a minimum and rotated among employees.

SECTION 24.2 – MANAGEMENT OF POSITIONS DESCRIPTIONS

- a. Management and the Labor Organization agree that the Human Resources Office (HRO) is the primary point of contact for all Position Description Changes, Appeals, Reviews, Exceptions, Requests for Desk Audits, and Changes to Grade will be managed in accordance with TPR 511.
- b. The Employer will notify the Labor Organization when there are changes in the organization structure,—which affects the working conditions of the technician workforce. The Labor Organization will be provided the opportunity to review the procedures followed by the Agency and will also be provided an opportunity to review the revised position description.
- c. OPM or NGB grading standards, as appropriate, will be provided to the Labor Organization upon request.

SECTION 24.3 - REVIEW OF POSITION DESCRIPTION:

The Employer and the Labor Organization will encourage Technicians to periodically review their PD for the position they occupy and to report significant changes in responsibilities and duties to their supervisor. As a minimum, a Technician's official PD (OF-8) will be reviewed and initialed every year. Changes to an official PD may be requested by the Technician to the supervisor. The proposed changes must be forwarded to the HRO for review and approval. The HRO will respond in writing to all requests for local changes to PDs. The Labor Organization will be involved in the process, consistent with Federal statutes.

SECTION 24.4 – POSITION COMPATIBILITY.

- a. The Employer agrees to inform the Labor Organization, as soon as possible, when significant changes occur to military technician compatibility.
- b. All military technician compatibility issues including waiver processes, if authorized, will be processed in accordance with TPR 303.

ARTICLE 25

INCENTIVE AWARDS

SECTION 25.1 - GENERAL:

The Labor Organization and the Employer agree that a well managed Incentive Awards Program can greatly benefit the technician program and be of real significance in improving the morale and well-being of the work force. The Employer will publicize all aspects of the program and encourage supervisor to nominate deserving technicians.

SECTION 25.2 - PROGRAM OBJECTIVES:

Incentive awards are an effective means to achieve greater efficiency, economy, and improvement of operations in the technician program by encouraging active participation of technicians. The program recognizes and rewards technicians, individually or collectively, for achievements and suggestions contributing to the efficiency, economy, or other improvements, as well as those who perform outstanding special acts or services in the public interest in connection with official employment.

SECTION 25.3 AWARD CATEGORIES

In accordance with TPR 451 the Awards categories are as follows:

- a. Cash Awards
- b. Time-Off Awards
- c. Honorary Awards
- d. Informal Recognition

SECTION 25.4- PROGRAM ADMINISTRATION

The incentive awards program will be managed in accordance with TPR 451.

SECTION 25.5 - INCENTIVE AWARDS COMMITTEES:

Incentive award committees will be established by the Employer and will serve all technicians in the Georgia National Guard.

ARTICLE 26

UNFAIR LABOR PRACTICES

SECTION 26.1 – RESPONSIBILITIES:

a. Employer Responsibilities. The Employer shall not:

- (1) Interfere with, restrain, or coerce a Technician in the exercise of his rights assured by the terms of this Agreement and 5 USC Section 7116.
- (2) Encourage or discourage membership in the Labor Organization by discrimination pertaining to hiring, tenure, promotion, or other conditions of employment.
- (3) Sponsor, control, or otherwise assist any Labor Organization, except that the Employer may furnish customary and routine services and facilities under 5 USC SECTION 7116.
- (4) Discipline or otherwise discriminate against a Technician because he has filed a complaint, affidavit, petition, grievance, or given testimony under 5 USC SECTION 7116.
- (5) Refuse to consult, confer, or negotiate in good faith with the Labor Organization as required by 5 USC SECTION 7116.
- (6) Fail or refuse to cooperate in impasse procedures and impasse decisions as required by this chapter.
- (7) Enforce any rule or regulation (other than a rule or regulation implementing section 2302 of this title) which is in conflict with any applicable collective bargaining agreement if the agreement was in effect before the date the rule or regulation was prescribed.
- (8) Otherwise fail or refuse to comply with any provision of this chapter.

b. Labor Organization Responsibilities. The Labor Organization shall not:

- (1) Interfere with, restrain, or coerce a Technician in the exercise of his rights under USC SECTION 7116.
- (2) Cause or attempt to cause the Employer to discriminate against any Technician in the exercise of his rights under 5 USC SECTION 7116.
- (3) Coerce, discipline, fine, or attempt to coerce, take other economic sanctions against a member of the Labor Organization as punishment, reprisal, or for the purpose of hindering or impeding his work performance or productivity as an employee, or the discharge of his duties, as a Technician.
- (4) Discriminate against a Technician with regard to the terms or conditions of membership in the Labor Organization on the basis of race, color, creed, national origin, sex, age, preferential or non-preferential civil service status, political affiliation, marital status, or handicapping condition.
- (5) Refuse to consult, or negotiate in good faith with the Employer as required by USC SECTION 7116
- (6) Fail or refuse to cooperate in impasse procedures and impasse decisions as required by 5 USC SECTION 7116.
- (7) Call, or participate in, a strike, work stoppage, or slowdown; picket the Employer in a Labor Management dispute; or condone any such activity by failing to take affirmative action to prevent or stop it.
- (8) Fail or refuse to comply with any provision of this chapter.

c. Employer and Labor Organization Responsibilities. The Employer and Labor Organization will safeguard sensitive/classified information as well as protect the rights of individuals IAW the Privacy Act.

d. The Labor Organization shall not deny membership to any Technician in the appropriate bargaining unit except for failure to meet reasonable occupational standards uniformly required for admission, or failure to tender dues uniformly required as a condition of acquiring and retaining membership. This paragraph does not preclude the Labor Organization from enforcing

discipline IAW procedures under its Constitution or By-Laws, which conform to the requirements of 5 USC SECTION 7116.

e. Issues which can properly be raised under an appeals procedure may not be raised under this Article. All complaints under this Article that cannot be resolved by the parties may be filed with the FLRA.

f. The parties will take all reasonable steps to prevent ULPs in accordance with 5 USC SECTION 7118.

ARTICLE 27
DURATION AND CHANGES

SECTION 27.1 EFFECTIVE DATE:

The effective date of this agreement shall be after execution by the parties and approved by the Defense Civilian Personnel Advisory Service (DCPAS), Labor and Employee Relations Division. Both dates will be made a part of the agreement prior to distribution.

SECTION 27.2 AGENCY APPROVAL:

- a. The FAS shall approve the agreement within thirty (30) days from the date the agreement is executed by the parties if the agreement is in accordance with the provisions of applicable law, rule, or regulation.
- b. If the FAS does not approve or disapprove the agreement within the thirty (30) day period, the agreement shall take effect and be binding on the Employer and the Labor Organization on the 31st day, subject to provisions of applicable law, rule, or regulation.
- c. In the event that a particular article or section of an article is not approved by the FAS, the remainder of the agreement shall take effect as provided by law. The articles or sections of articles not approved by the FAS shall later be incorporated as negotiations or appropriate remedies dictate and subsequent approval by the Agency.

SECTION 27.3 AGREEMENT DURATION:

This agreement will remain in full force and effect for four (4) years from the date of approval by the Agency, or, under the provisions of PL 95-454, Section 7114, (c) (3) whichever is applicable.

SECTION 27.4 AGREEMENT PRECEDENCE:

Upon approval, this collective bargaining agreement takes precedent over any conflicting provisions in Agency regulations which predate, as well as those that postdate this agreement.

SECTION 27.5 AGREEMENT AMENDMENTS/SUPPLEMENTS:

- a. Either party at the mid-point of this agreement may initiate reopening and renegotiation of no more than 2 articles of this agreement by service of written notice not earlier than 180 days before, nor later than sixty (60) days after, the midpoint of this agreement.
- b. Either party by service of a written notice may initiate negotiation at any time of any negotiable matter not contained in or covered by this agreement. Any resulting agreement will be a supplement to this agreement.
- c. This agreement may be subject to amendments or supplements by mutual consent by parties concerned. Either party wishing to advance a proposed change/supplement to any article herein, will request in writing to the other setting forth the reason and summary for the proposed change/supplement. The receiving party will reply in writing with their position on opening discussion on the proposed change/supplement. If the receiving party consents, representatives of the employer and the union will meet on a mutually agreed upon date to commence negotiations of the proposed amendment or supplement. No changes other than those specified in the summary will be considered.
- d. Approval of an amendment or supplement to the agreement negotiated under subparagraph a, b, or c of this Section 27.5 will be accomplished in the same manner as provided for approval of the basic agreement as specified in Section 27.2.

SECTION 27.6 NEGOTIATING A NEW AGREEMENT:

- a. Sixty (60) days prior to the start of negotiations of a new agreement, representatives of the Employer and representatives of the Association of Civilian Technicians will meet to initiate a memorandum of agreement (MOA) establishing the ground rules for the conduct of negotiations.
- b. Negotiations for a new agreement will commence no earlier than one hundred eighty (180) calendar days no later than ninety (90) calendar days prior to the termination of this agreement.
- c. Thirty (30) days prior to the start of negotiations of a new Agreement, two representatives of the Employer and two representatives of the Labor Organization(s) will meet to initiate an MOA establishing the ground rules for the conduct of negotiations.

DEFINITIONS

Accoutrements – Accessory items on uniforms, i.e., patches, name tapes/tags, grade/rank insignia, etc.

Agency – Georgia National Guard

Agreement – See Collective Bargaining Agreement.

Approving Official – An Employer official in the supervisor chain at a level higher than the Reviewing Official.

Arbitration – Method of settling employment disputes through recourse to an impartial third party whose decision is usually final and binding.

Association Official - any elected or appointed dues paying member of the Labor Organization.

Application - A resume', OF-612, etc., including attached documentation are considered the application as a whole. (These products may be electronic)

Bargaining Unit - is the term describing the appropriate unit for which exclusive Labor Organization representation is granted. It includes all Technicians of the Georgia Army and Air National Guard except management officials, supervisors, confidential Technicians, and Technicians engaged in Federal personnel work in other than a purely clerical capacity.

Confidential Employee - is an employee that meets both of the below conditions (50 FLRA No. 21):

- 1) There is evidence of a confidential working relationship between an employee and the employee's supervisor; and
- 2) The employee's supervisor is significantly involved in Labor/Management relations.

Collective Bargaining (Collective Negotiations, Negotiations, Negotiation of Agreement) – The performance of the mutual obligations of the Employer and the exclusive representative to meet at reasonable times, to consult and bargain in good faith, and to execute a written agreement with respect to terms and conditions of employment. This obligation does not compel either party to agree to proposals or make concessions.

Collective Bargaining Agreement (Agreement, Contract, Bargaining Contract, Negotiated Agreement) – A written Agreement between an Employer, or a Labor Organization of Employers, and a Labor Organization, or organizations, usually for a definite term, defining conditions or employment, rights of employees and Labor Organizations, and procedures to be followed in settling disputes or handling issues that arise during the life of the Agreement.

Conditions of Employment (Working Conditions) – In the Federal sector, this term means personnel policies, practices, and matters whether established by rule, regulation, or otherwise, affecting working conditions. It does not include policies, practices, and matters relating to prohibited political activities, to the classification of any position, or to the extent the matters are specifically provided for by Federal statute.

Consultation – An obligation on the part of Employers to consult the Labor Organization on particular issues before taking action on them. In the Federal Government consultation refers only to the duty owed by agencies to Labor Organizations which have been accorded national consultation rights. That duty involves informing the Labor Organization of substantive changes in conditions of employment, giving the Labor Organization time to present its views and recommendations, and considering those views and recommendations.

Dues Allotment (Dues Withholding, Dues Check-Off) – Practice whereby the Employer, by agreement with the Labor Organization, and upon written authorization from the employee where required by law or agreement, regularly withholds Labor Organization dues from employees' wages and transmits these funds to the Labor Organization.

Days - Calendar days unless otherwise noted.

Disciplinary Action - As defined in TPR 715 and 752.

Emergency – An emergency situation is defined as a significant occurrence or situation requiring prompt action and is not normally a result of routine problems, IAW 5 U.S.C. § 7106(a)(2)(D) and as stated in Article 3, Labor Management Cooperation, Section 3.3(d).

Employer - The Adjutant General of Georgia and designated representatives. Designated representatives act as agents in executing policies and programs of The Adjutant General.

Excused Absence- is an absence from duty administratively authorized without loss of pay and without charge to leave

Exclusive Representative – The Association of Civilian Technicians

Formal Discussion - Discussions between an Agency representative(s) and a Bargaining Unit employee(s) or the employee's representative(s), on an employee's grievance, or personnel practice or policy, or other condition of employment which affects Bargaining Unit employees. The Labor Organization has the right to be present at these discussions.

Grievance - Any complaint by any employee or by any Labor Organization relating to the employment of the employee(s). Also any complaint concerning the effect or interpretation or claim or breach of a Collective Bargaining Agreement; or any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

I&I (IMPACT AND IMPLEMENTATION) BARGAINING - Even where the decision to change conditions of employment (including established practices) of unit employees is protected by management's [§ 7106\(a\)](#) rights, there is a duty to notify the union and, upon request, bargain on the [§ 7106\(b\)\(2\) procedures](#) that management will follow in implementing its protected decision as well as on [§ 7106\(b\)\(3\) appropriate arrangements](#) for employees expected to be adversely affected by the decision

Immediate work area - is that area in which a Technician is required to perform work and which is under control of the Employer.

Labor Organization – The Association of Civilian Technicians, All Georgia National Guard Chapters and its officers and stewards who act as agents in carrying out its rights and responsibilities under PL 95-454, as amended.

Management – Broad term used to define any individual who represents the Agency in an official capacity, most commonly, supervisors and managers.

Management Officials (Managers) – In the Federal service, means an individual in a position the duties and responsibilities of which require or authorize the individual to formulate, determine, or influence the policies of the agency.

Management Rights – The right of Management to make day- to-day personnel decisions and to direct the work force without notification to, or consultation with, the exclusive representative. Usually "Management Rights" refers to a specific list of Management authorities which are not subject to Collective Bargaining.

Mission Essential – An event or an occurrence that is outside the normal schedule and consisting of extenuating circumstances beyond the immediate control of the Employer or agent of the Employer. Uncommon missions or requirements unusually arise on relatively short notice as directed by the Employer or agent of the Employer.

National Association Official- ACT National Representatives.

Negotiate - to confer so as to come to terms or reach an agreement.

Negotiation Process - A process where management and the Labor Organization meet at reasonable times to consult and negotiate in a good faith effort to reach an agreement.

Non- Disciplinary Action - As defined in TPR 715 and 752

Official Time – Work time that is granted to a Labor Organization representative to perform designated functions, to include travel, without loss of pay or charge to that employee's leave account.

Past Practice – Existing practices sanctioned by use and practice that is not specifically included in the Collective Bargaining Agreement.

Performance Plan – All of the written, or otherwise recorded, performance elements that set forth expected performance. A performance plan must include all critical and non-critical elements and their performance standards. It also may include additional performance elements and their performance standards, if any.

Qualified (Applicant) –an applicant for a vacant/advertised position who, using established staffing procedures, is able to meet minimum qualifications of the advertised position.

Rating Official – A representative of management, usually the immediate supervisor, who is approved by the agency to evaluate and assess employee performance.

Rating Period – The period of time, normally one year, but not less than 120 days, for which a Technician's performance will be appraised.

Reviewer (Of Performance Plan) – Normally the Technician's second level supervisor in the (supervisory) chain of command.

Selecting Official - is an individual (employer representative) 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

Service Computation Date (SCD) - is a date, either actual or constructed, that is used to determine benefits and is generally based on how long the person has been in the Federal Service.

Statute - An established law or rule. In this document it specifically refers to 5 USC Chapter 71 (Federal Service Labor-management Statute 5 USC Chapter 71)

Steward: is a Technician who has been elected by the Labor Organization to represent Technicians on behalf of the Labor Organization in complaints, grievances, adverse actions, disciplinary actions, and any other matter authorized by 5 USC Chapter 71.

Supervisor - In the Federal service, means an individual having authority in the interest of the Agency to hire, direct, assign, appraise, promote, reward, transfer, furlough, layoff, 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.

Technician - An excepted Bargaining Unit Technician employed by the Georgia National Guard.

Technician Service Date (TSD) - The TSD is based on the total service as a technician with the National Guard under a permanent, indefinite and temporary appointment, including technician service in other states.

Unfair Labor Practice (ULP) - Actions taken by the Employer or Labor Organization that violate 5 U.S.C. Chapter 71. Violations that are considered a ULP are specified in 5 U.S.C. 7116.

Weingarten Right – Refers to the right of a Bargaining Unit employee to be represented by the Labor Organization under specific circumstances. That right exists when (1) the employee is examined in an investigation (an investigatory examination) conducted by an Agency representative, (2) the employee reasonably believes disciplinary action against him may result, and (3) the employee requests Labor Organization representation. [5USC, 7114, (a), (2), (B)]

GLOSSARY OF ACRONYMS

ACT – The Association of Civilian Technicians, Inc.
AFSC – Air Force Specialty Code
AWOL – Absent Without Leave
AWS – Alternate Work Schedule
CBA – Collective Bargaining Agreement
CFR – Code of Federal Regulation
DOD – Department of Defense
DOL – Department of Labor
DS – Dual Status
EAP – Employer Assistance Program
EDP – Environmental Differential Pay
EEO – Equal Employment Opportunity
FAS – Field Advisory Service
FLRA – Federal Labor Relations Authority
FMCS – Federal Mediation and Conciliation Service
FPLP – Federal Premier Lodging Program
GAANG – Georgia Air National Guard
GAARNG – Georgia Army National Guard
GANG – Georgia National Guard (Includes both Army and Air)
HDP – Hazardous Duty Pay
HRO – Human Resources Office
I&I – Impact and Implementation
IAP – Incentive Awards Program
IAW – In Accordance With
JFTR – Joint Federal Travel Regulation
JTR – Joint Travel Regulation
KSA – Knowledge, Skills and Abilities
LEL – Law Enforcement Leave
LOR – Letter of Reprimand
LRS – Labor Relations Specialist
LWOP – Leave Without Pay
MOA – Memorandum of Agreement
MOS – Military Occupational Specialty
MPP – Merit Promotion and Placement
MFR – Memorandum for Record
NDS – Non-Dual Status
NGB – National Guard Bureau
OPF – Official Personnel File
OPM – Office of Personnel Management
OSHA – Occupational, Safety and Health Administration
OWCP – Office of Workers' Compensation Program
PD – Position Description
PDCN – Position Description Control Number
PIP – Performance Improvement Plan
PL – Public Law
PS – Performance Standards
RIF – Reduction In Force
SAD – State Active Duty
SCD – Service Computation Date

SF – Standard Form
SSN – Social Security Number
TAG – The Adjutant General of the Georgia National Guard
TDY – Temporary Duty
TPR – Technician Personnel Regulation
TVA – Technician Vacancy Announcement
ULP – Unfair Labor Practice
USC – United States Code
USP&FO – United States Property and Fiscal Office

APPENDIX A

CHARTER OF THE [Insert GEORGIA NATIONAL GUARD or unit designation; e.g., 165th AIRLIFT WING] LABOR-MANAGEMENT FORUM

PREAMBLE

Recognizing that pre-decisional involvement of Management, Bargaining Unit members, and the Bargaining Unit members' labor representatives is essential to accomplishing the mission of the **[insert Georgia National Guard or unit designation]**, Management and the Labor Organization hereby establish a Labor-Management Forum to promote positive labor-management relations throughout the organization by allowing Bargaining Unit members and their representatives to have pre-decisional involvement in all workplace matters to the fullest extent possible, by management providing adequate information to Bargaining Unit members and their representatives when permitted by law, and by attempting good-faith discussions to resolve issues concerning proposed changes in conditions of employment.

PURPOSE

The purpose of the Labor-Management Forum (LMF) is to foster a cooperative and constructive working relationship among Bargaining Unit members, their representatives, and management. To this end, all LMF members will work to establish an atmosphere of mutual respect and trust in order to develop mutually acceptable means to accomplish the organization's mission and to provide high-quality, timely, and cost-effective service to internal and external customers.

OBJECTIVES

The objectives of this LMF are to

1. foster Bargaining Unit members' participation in the decision-making process,
2. promote mutual respect, active listening, and the use of consensus in reaching decision,
3. share information between labor and management in an open, candid manner,
4. ensure that all Bargaining Unit members understand the vision, mission, and goals of the organization,
5. create an environment which prevents problems and fosters quick and effective resolution of any problems that do exist,
6. implement a sense of partnership between labor and management throughout the Georgia National Guard,
7. find solutions that incorporate "Good Government Standards"—to increase quality and productivity; promote customer service, mission accomplishment, efficiency, quality of work life, Bargaining Unit member involvement, and organizational performance, while considering the legitimate interests of labor and management,
8. allow Bargaining Unit members and their labor organization representatives to have pre-decisional involvement in all workplace matters to the fullest extent practicable, without regard to whether those matters are negotiable subjects of bargaining under 5 U.S.C. 7106,
9. provide adequate information on such matters expeditiously to labor organization representatives where not prohibited by law, and
10. make a good-faith attempt to resolve issues concerning proposed changes in conditions of employment.

STRUCTURE

A. The LMF will consist of an equal number of representatives from management and from the Labor Organization. The number will not exceed six (6) management representatives, who are to be selected by the **[insert Adjutant General or Unit Commander]**, and six (6) labor representatives, who are to be selected by the local chapter of the ACT. By mutual consent and agreement, the members of the LMF may add a non-voting person to serve as the recorder. When the members have been selected, their names will be submitted via an appointment memorandum to HRO for record keeping purposes.

B. By decision of the LMF, the chair of the LMF will either (a) rotate between Management and Bargaining Unit members on a schedule agreed upon by the LMF or (b) a member of Management and a Bargaining Unit member will serve as co-chairs. In either case, Management or Bargaining Unit members will select their respective team member who will serve as a chair (e.g., if it is Management's turn to serve as chair, the Management members of the LMF will select the person; if a co-chair arrangement is used, Management will select the Management co-chair and the Bargaining Unit members will select the Bargaining Unit member co-chair).

C. The LMF will meet at least quarterly on dates and times to be determined by mutual agreement of the LMF. Agenda items shall be submitted by the members of the LMF to the chair/co-chairs not less than two weeks prior to the meetings. An agenda item must be a workplace matter that is not already being addressed through collective bargaining, the grievance procedure, or a third-party proceeding. In order to live up to the spirit of this charter, ad hoc meetings may be called by mutual consent of the LMF members to cover issues that cannot be held until a regular quarterly meeting. The parties will provide each other with all relevant information on the agenda items at least one week prior to the meeting.

RESPONSIBILITIES

The LMF will

1. fully address policies, practices, and working conditions within the work unit,
2. elevate issues that are not appropriate to the local LMF to the state LMF,
3. review and act upon approved proposals for demonstration and pilot projects,
4. disseminate and share information,
5. make appropriate recommendations to their command on issues within the LMF's purview, and
6. **[insert, for the state-level LMF, review and decide on implementation/non-implementation of recommendations submitted by unit LMFs that have state-wide impact; for a local LMF insert submit recommendations that have state-wide impact to the Georgia National Guard LMF for consideration of implementation]**

AUTHORITY AND FUNDING

Funds may not be committed if outside of the unit's authority. If expenditures are legal, but outside of the unit's authority, the unit commander will coordinate with any necessary offices to attempt to obtain legitimate authorization for expenditures in order to act on LMF recommendations.

PROCESS FOR CONSENSUS

The members of the LMF will determine the methods and means of arriving at a consensus. Interest-based Bargaining (see the Federal Mediation & Conciliation Service web-site) is the preferred method. An HRO labor relations specialist may be used when necessary.

TRAINING

The LMF may request training and education for LMF members in order to accomplish LMF goals and objectives. Any request for training will be submitted to HRO and fulfilled by them, as possible.

COMMUNICATION

The LMF will encourage open and participatory communication.

1. **Agenda Development**: For regularly scheduled meetings, a designee will develop an agenda based on the input the LMF members provide two weeks prior to the meeting. Both parties are entitled to designate agenda items for a required quarterly meeting. At the meeting, items designated by Management will be addressed first; if the meeting does not address all items designated by the parties, additional meetings promptly will be held to address them. The agenda will be distributed to LMF members five working days prior to the meeting. For ad hoc meetings, the party who requested the meeting will develop the agenda and distribute the agenda as soon as possible.
2. **Minutes**: A recorder or designated LMF member will keep minutes that accurately reflect the actions, intent, and decisions of the LMF. A file copy will include any documentation used to arrive at decisions. Minutes will go ONLY to LMF members for review prior to becoming an official record. Minutes of record will be up-channeled to the state-level LMF. Action items will be conveyed to the appropriate office by the labor or management official so designated.
3. **Newsletter**: The LMF may develop a newsletter to provide updates on LMF activities to the constituent members of management and labor. This newsletter may include informational items, action items, and accomplishments. The content of the newsletter will be approved by the LMF prior to publication.
4. **Records**: Records of the LMF (e.g., agendas, minutes, supporting documents, surveys, etc.) will be maintained by the designated LMF member or recorder, if one is designated.
5. **Resources**: The LMF may seek information from non-members in order to clarify or resolve action items/issues. Input to the team from non-members of the LMF is encouraged and mechanisms to facilitate receipt of this information will be developed by the LMF.
6. **Ground rules**: Any additional ground rules for communication will be established by the LMF.

RIGHTS AND OBLIGATIONS

A. The parties retain all statutory rights and no such rights are waived by this agreement. It is further agreed that the LMF is a means for supplementing and complementing, rather than replacing, the negotiated agreement. It is further agreed that if consensus is not obtained on an issue through the LMF process, the members will agree to disagree and move on to other means of problem solving or other issues.

B. Since successful teams depend on the uninhibited and free exchange of ideas and open discussion, it is agreed that any written or verbal communications made during the LMF process cannot be introduced into legal or quasi-legal forums (e.g., FLRA hearings, arbitration, contract negotiations, or court of law). However, agreements signed by LMF members are enforceable and are subject to introduction into relevant legal or quasi-legal forums.

C. Official time under 5 U.S.C. § 7131 is authorized for LMF union representatives to prepare for, travel to, attend, and travel from Labor-Management Forum meetings. Official time is authorized for other union representatives to assist the LMF representatives in their preparation for meetings

EVALUATION

The LMF will evaluate its progress on an on-going basis. On an annual basis, the LMF **[for a local LMF, insert (with oversight by the state-wide LMF)]** will review LMF purpose, accomplishments, mission effectiveness, impact, objectives, and processes. Means of affecting this review will be developed by the LMF, but could include analyzing numbers of grievances, Unfair Labor Practices complaints, adverse actions, etc. to check of the LMF is carrying out its purpose of improving the workplace. The LMF will then determine any necessary changes to the LMF process in order to enhance its effectiveness. The Adjutant General may appoint an outside auditor to determine the level of progress of the LMF.

DURATION

Any agreement made under this charter may be terminated by either party with 30 days' notice. This charter is part of the Labor Management Agreement negotiated under 5 U.S.C. Chapter 71 and, as such, has the same duration and enforceability as that Agreement.

FOR MANAGEMENT:

FOR LABOR:

DATE: _____

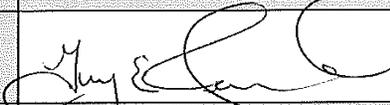
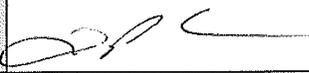
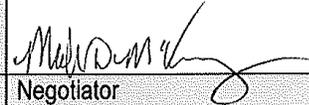
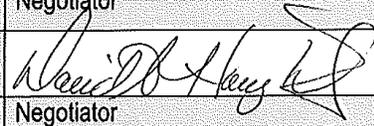
DATE: _____

APPENDIX B

Technician Personnel Regulations and Supplement

<u>TPR 300</u>	Merit Placement for National Guard Technician - Incl Changes 1-11
<u>TPR 300 (351)</u>	Reorganizations, Realignments, and Reduction in Force
<u>TPR 303</u>	Military Technician Compatibility
<u>TPR 400</u>	The Technician Human Resources Development Program
<u>TPR 430</u>	Appraisal Program
<u>TPR 451</u>	Awards Program
<u>TPR 511</u>	Classification and Workforce Management
<u>TPR 630</u>	Absence and Leave Program
<u>TPR 700</u>	Technician Personnel Regulation 700 - Incl Changes 1-4
<u>TPR 715</u>	Voluntary and Non-Disciplinary Actions
<u>TPR 752</u>	Discipline and Adverse Action
<u>TPR 752-1</u>	Adverse Action Appeals and the National Guard Hearing Examiner Program
<u>TPR 792</u>	Alcoholism and Drug Abuse Program
<u>TPR 990-2</u>	Hours of Duty, Pay, and Leave - Incl Changes 1-2

In witness whereof, the parties hereto have executed this agreement on the 31st day of January 2013.

FOR THE EMPLOYER	FOR THE LABOR ORGANIZATION:
 The Adjutant General	 ACT Natl. Rep – Chief Negotiator
 GA DoD Chief Negotiator	 Assistant Chief Negotiator
 Assistant Chief Negotiator	 Negotiator
 Negotiator	 Negotiator
 Negotiator	 Negotiator
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APPROVED:
For the Civilian Personnel Advisory Services:



DEPARTMENT OF DEFENSE
CIVILIAN PERSONNEL ADVISORY SERVICE
4800 MARK CENTER DRIVE
ALEXANDRIA, VA 22350-1100

APR 24 2013

MEMORANDUM FOR THE ADJUTANT GENERAL, GEORGIA NATIONAL
GUARD, HUMAN RESOURCES OFFICE
CLAY NATIONAL GUARD CENTER
ATTN: COL. ERIC D. JONES
1000 HALSEY AVENUE, BUILDING 447
MARIETTA, GEORGIA 30060

SUBJECT: Agreement Between the Adjutant General, Georgia National Guard
and the Georgia Association of Civilian Technicians

The subject agreement was originally executed on January 31, 2013, and disapproved on February 28, 2013. The parties renegotiated the disapproved provisions and submitted them to this office for review. The renegotiated agreement was executed on March 28, 2013 and reviewed by this office pursuant to 5 U.S.C. § 7114(c). After reviewing the revised provisions, we find the revised provisions satisfy the negotiability concerns described in our February 28, 2013 disapproval memorandum. The parties also incorporated several of the understandings provided in the February 28, 2013 memorandum into their revised agreement including: Article 12, Merit Placement and Promotion, Sections 12.1-b, 12.3-a-through j, and 12.10-a; Article 20, Discipline, Section 20.5-(4); Article 23, Contracting Out, Section 23.3; Article 27, Duration and Changes, Sections 27.1 and 27.2-a-and-b; and, Definitions, Emergency. The parties' revised agreement is hereby approved.

The approval of this revised agreement does not constitute a waiver of or exception to any existing law, rule, regulation or published policy.

This action is taken under authority delegated by DoD 1400.25-M, Civilian Personnel Manual, Subchapter 711, Labor Management Relations. Please annotate the agreement to indicate:

“Approved by the Department of Defense on **APR 24 2013** .”

Signed copies of the approved agreement, along with one copy of OPM Form 913B, should be forwarded as follows:

- a. One electronic copy identified as the “final approved agreement” emailed to the Defense Civilian Personnel Advisory Service, Labor and

Employee Relations Division at labor_relations@cpms.osd.mil. An electronic version of OPM Form 913B is available at http://www.opm.gov/forms/pdf_fill/OPM913.pdf.

- b. One electronic copy emailed to the National Guard Bureau at: brenda.decruise@us.army.mil.

If there are any questions concerning the agreement, Mr. Lee Alner can be reached on DSN 381-1635 or commercial (571) 372-1635.

A copy of this memorandum was served on the labor organization, which is a party to this agreement, by first class mail on APR 24 2013.



Darryl Roberts
Director

Labor and Employee Relations Division

cc:

Mr. Guy Reinecke,
ACT, National Field Representative
57 Vanderford Road East
Orange Park, FL 32073

National Guard Bureau
ATTN: Brenda DeCruise, 1PN-215
111 South George Mason Drive, AH2
Arlington, VA 22204-1373

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