

AGREEMENT BETWEEN

The Adjutant General
of Nebraska

and

Nebraska Chapter #88
The Association
of Civilian Technicians

Effective Date: 14 June 2022

Approved by the Department
of Defense on: 13 July 2022



WEINGARTEN RIGHTS

“If this discussion could in any way lead to my being disciplined or terminated, or affect my personal working conditions, I respectfully request that my union representative, officer, or steward be present at this meeting. Until my representative arrives, I choose not to participate in this discussion.”

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 14th day of June 2022.

FOR THE UNION:

Steve Olguin
Digitally signed by Steve Olguin
Date: 2022.04.01 16:45:39 -06'00'

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DARYL L. BOHAC
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The Adjutant General

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ARTICLE 1

GENERAL PROVISIONS

SECTION I – INTRODUCTION

1-1 AGREEMENT

Pursuant to the policy set forth in Public Law, the following articles constitute an agreement by and between the Adjutant General, Nebraska National Guard, hereinafter referred to as the Employer, and Nebraska Chapter, Association of Civilian Technicians, hereinafter referred to as the Union.

1-2 APPLICABILITY

This agreement, to include all articles herein, is applicable to bargaining unit employees in the Nebraska National Guard.

1-3 BARGAINING UNIT

It is recognized by the Employer that the Association of Civilian Technicians has been designated and selected by a majority of the Civilian Employees of the Nebraska National Guard, Army and Air, as their representative for purposes of exclusive recognition, and that pursuant to Chapter 71 of Title 5 United States Code (U.S.C.), the Union is the exclusive representative of all Civilian Employees in the bargaining unit.

INCLUDED: All Wage Grade and General Schedule Employees employed by the Nebraska Army and Air National Guard state-wide.

EXCLUDED: All professional employees, management officials, supervisors and employees described by 5 U.S.C. § 7112 (b) (2), (3), (4), (6), and (7).

1-4 PURPOSE OF THIS AGREEMENT

a. This agreement sets forth the respective roles and responsibilities of the parties; procedures and methods that govern the working relationship between the parties; and, indicates that nature of the subject matter of proper mutual concern. The Employer and the Union agree that the parties have had a full and fair opportunity to bargain on all aspects of all the topics contained in this Agreement. The purpose of the parties in entering into this Agreement is to, but not limited to:

- (1) Ensure employee participation in the formulation of personnel policies and procedures through Impact and Implementation (I&I) bargaining by the Union;
- (2) Provide for the highest degree of efficiency and responsibilities in accomplishing the mission of the Employer;
- (3) Promote systemic Labor-Management cooperation;

(4) Facilitate the adjustment of covered grievances and disputes to a fair and equitable solution;

(5) Establish the procedures and methods that will hereinafter govern the working relationships between the parties; and

(6) 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.

b. The Union, to the extent consistent with its representational responsibilities, agrees to support the Employer in its effort to eliminate waste, combat absenteeism, conserve materials and supplies, ensure 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 goodwill.

1-5 Labor-Management Relations, Chapter 71 of Title 5 U.S.C.

Chapter 71 of Title 5 U.S.C., hereinafter referred to as the Statute. Parties to this agreement recognize that, "each employee shall have the right to form, join, or assist any labor organization, or to refrain from such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right". Nothing in this agreement shall require an employee to become or to remain a member of a Union, or to pay money to the Union except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.

As of the execution of this agreement, 5 U.S.C. § 7114(a)(5) states:

(5) The rights of an exclusive representative under the provisions of this subsection shall not be construed to preclude an employee from—

(A) being represented by an attorney or other representative, other than the exclusive representative, of the employee's own choosing in any grievance or appeal action; or

(B) exercising grievance or appellate rights established by law, rule, or regulation; except in the case of grievance or appeal procedures negotiated under this chapter.

1-6 EMPLOYEE PARTICIPATION

The Employer recognizes the right of employees to organize and express their views collectively or to refrain from such activity; that collective employee participation in the formulation and implementation of personnel policies affecting the employees contribute to the effective conduct of operations and the efficient administration of the Nebraska National Guard; and, that the well-being of its employees require that orderly and constructive relationships be maintained.

1-7 CONTRACT DISTRIBUTION

This contract will be available on the Employers website, and the Employer will make a hard copy available to each new employee hired should they request a hard copy.

1-8 TRAINING

The Employer will ensure that supervisory personnel are briefed as to the provisions of this agreement. The Union will ensure that stewards are briefed as to the provisions of this agreement.

SECTION II - UNION RIGHTS AND DUTIES

1-9 EXCLUSIVE REPRESENTATIVE

The Union is the exclusive representative of the bargaining unit and is entitled to act for, and to negotiate agreements covering, all Civilian Employees in the bargaining unit. The Union is responsible for representing the interests of all Civilian Employees of the bargaining unit it represents without discrimination and without regard to Union membership.

1-10 REPRESENTATION RIGHTS

An exclusive representative of an appropriate bargaining unit in an agency shall be given the opportunity to be represented at:

a. 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 practices or other general condition of employment; or

b. Any examination of an employee in the unit by a representative of the agency in connection with an investigation if:—

(1) The employee reasonably believes that the examination may result in disciplinary action against the employee; and

(2) the employee requests representation.

c. When the Employer interviews employees in preparation for an unfair labor practice hearing and an arbitration proceeding, or any 3rd party hearing, the Employer will inform the labor union and give them the opportunity to be present. The employee who is being questioned will be notified of the purpose of the questioning. The questioning must occur in a context which is not coercive in nature and the questions must not exceed the scope of the legitimate purpose of the inquiry or otherwise interfere with employee's statutory rights.

SECTION III - INDIVIDUAL RIGHTS

1-11 EMPLOYEE RIGHTS

As of the execution of this agreement, 5 U.S.C. § 7102 states as follows:

Each employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided under this chapter, such right includes the right—

(1) to act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the executive branch of the Government, the Congress (*official time is not authorized to discuss legislation matters pending before Congress*), or other appropriate authorities; and

(2) to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under this chapter.

SECTION IV MANAGEMENT RIGHTS AND RESPONSIBILITIES

1-12 MANAGEMENT RIGHTS

As of the execution of this agreement, 5 U.S.C. § 7106 states as follows:

§ 7106. Management rights

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

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

(2) in accordance with applicable laws—

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

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

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

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

(ii) any other appropriate source; and

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

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

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

on the technology, methods, and means of performing work;

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

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

SECTION V – GENERAL

1-13 INFORMATIONAL PICKETING

The Union and employees may participate in informational picketing of the employer in a labor management dispute if such picketing does not interfere with the NEARNG or NEANG operations. If such informational picketing occurs, it will be in off duty status and off the Employer's premises. The Union will not call or participate in a strike, work stoppage, or slowdown.

1-14 CONTRACT ENFORCEMENT

The Union recognizes the joint responsibility with the Employer for the administration and enforcement of this agreement.

1-15 INTERNAL UNION BUSINESS

It is agreed that internal Union business such as soliciting membership, collecting dues, electing officers, meetings, posting and distributing literature will be conducted during non-duty hours of the employees involved.

ARTICLE 2

PERTINENT INFORMATION AND DIRECTIVES APPLICABLE TO THE EMPLOYER AND THE UNION

2-1 INFORMATION

The Union and Employer agree to provide each other copies of regulations, publications and directives which relate to the labor management partnership. Documents will also be made available during normal duty hours.

2-2 FULL TIME SUPPORT STAFFING DOCUMENT

Upon request, the Employer agrees to furnish the Union the most current copy of the full time support staffing list for the Nebraska National Guard in a timely manner.

ARTICLE 3

UNION STEWARDS

3-1 UNION

The Union steward is an official Union representative. Prior to notification of the employees, a management official will inform the Labor Relations Specialist along with notifying the steward designated for the area, if any and if available, and if not, another Union representative, of any change in conditions of employment that is not *de minimis*.

3-2 NUMBER OF STEWARDS

An adequate number of stewards not to exceed 1 per 10 bargaining unit employees, will be designated by the Union so that each employee of the unit will have reasonable access to a steward. The Human Resource Office will be furnished with a complete list of officers and stewards and their designated areas after each election or anytime a change occurs.

3-3 PREFERENTIAL STEWARD PRIVILEGES

Subject to mission requirements, stewards will be considered for shift preference, provided their section is working day and night shifts.

ARTICLE 4

OFFICIAL TIME FOR EXCLUSIVE REPRESENTATIVES

4-1 PURPOSE AND AMOUNT OF OFFICIAL TIME

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 and in the public interest to accomplish its purpose. Official time will not be approved or used in any way to influence congressional action on any legislation or appropriation matters pending before the Congress.

4-2 APPROVED USE OF OFFICIAL TIME

a. Subject to Article 4-3, each calendar year, the Chapter President and seven (7) other representatives designated by the Union are each entitled to official time, in addition to any other official time to which they are entitled under this Agreement, to travel to, attend, and travel from annual training, congressional meetings, and other uses of official time scheduled by the National Association of Civilian Technicians during a period of approximately one week each year. The Union will inform the Employer reasonably in advance which representatives will use this official time and the expected schedule for its use, so that duty hours and official time may be scheduled.

b. Each calendar year each Union officer will be granted up to ten (10) calendar days and each Union steward will be granted up to five (5) calendar days for training. Additional travel days

not to exceed two (2) calendar days per Union steward may be approved by the HRO or designated management official. Total training time will not exceed one hundred sixty (160) cumulative calendar days, per calendar year, for all officer/steward training. At least fourteen (14) calendar days in advance of the start of the training, the Union will provide to the HRO the names of the attending officers or stewards; the identity of the trainer; and the dates, time, location and subjects of the training.

4-3 REQUESTS FOR OFFICIAL TIME

a. In determining whether to grant official time, the HRO, or designated management official, must consider the urgency of the request for official time, work load, mission, and scheduling requirements. If the request is in reaction to a sensitive issue, which requires an immediate response, the HRO, or designated management official, will make every effort to grant the request immediately, or as soon as possible. If permission is delayed, the HRO, or designated management official, will give the reason for the delay. Requests for official time in reaction to a sensitive issue can be verbal but must be followed by a written request as soon as practicable.

b. Requests for official time must be addressed to the HRO or designated management official and must include: the time period for the request, general purpose (negotiations, mid-term negotiations, labor/management relationship, grievance and appeals), and name(s) of the individual(s) for which the official time is requested and the employee(s) supervisor's name(s).

4-4 WEAR OF MILITARY UNIFORM NOT REQUIRED ON OFFICIAL TIME

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

4-5 TERMS OF ADDRESS

In any written communication to an employee pertaining to a matter for which use of official time would be permissible under the official time law, and in any oral communication to an employee who is on official time and not wearing the military uniform, the Employer will address the employee not by military rank, but either by first name or by last name preceded by "Mr." or "Ms."

ARTICLE 5

APPROPRIATE BARGAINING OVER EMPLOYER CHANGE OF A CONDITION OF EMPLOYMENT

5-1 IMPACT AND IMPLEMENTATION BARGAINING

a. If management wishes to change a condition of employment which involves a reserved management right contained in 5 U.S.C. § 7106(a) or any amendment thereto or a permissive subject on which it chooses not to bargain, it only has a duty to bargain procedures for implementing the change and appropriate arrangements for employees affected by the exercise of the management right.

b. The Employer must give the union advance notice and a reasonable opportunity to request bargaining when it is going to exercise a management right (including those reserved under 5 U.S.C. § 7106(a)) that affects working conditions of bargaining unit employees, and the impact or reasonably foreseeable impact is more than *de minimis*. The Employer is required to bargain over procedures for implementing the change and appropriate arrangements for affected employees.

5-2 SUBSTANTIVE BARGAINING

Where a matter is not a reserved management right, a permissive subject of bargaining, or otherwise outside the duty to bargain, it is fully negotiable.

5-3 TIME FRAMES FOR BARGAINING

Management agrees to deliver to the Union draft copies of management proposed changes affecting working conditions for review prior to implementation. If the Union desires formal discussion concerning contents of the drafts, management should be contacted within five (5) workdays after receipt to establish a meeting time/place to discuss the matter. Management agrees to deliver to the Union, if requested, all appropriate regulations, policies, documents, and any other information relative to and affecting management proposed change to working conditions immediately but not less than five (5) workdays prior to bargaining.

5-4 MEETINGS

Upon notification by the Union, management agrees to meet and negotiate within fifteen (15) workdays after receipt of all documentation requested by the Union unless both parties agree to a different timeframe.

ARTICLE 6

GRIEVANCE PROCEDURES AND ARBITRATION

SECTION I - GRIEVANCE

6-1 GENERAL

a. A grievance is any complaint:

- (1) by any employee concerning any matter relating to the employment of the employee;
- (2) by the Union concerning any matter relating to the employment of any employee; or
- (3) by any employee, the Union, or Agency concerning—

(i) the effect or interpretation, or a claim of breach, of a collective bargaining agreement; or

(ii) any claimed violation, misinterpretation, or misapplication of any law, rule or

regulation affecting conditions of employment.

b. The Employer and the Union agree that the negotiated procedure is the exclusive procedure available to the Union and the employees in the bargaining unit for their processing of grievances, except where the grievant is provided a choice of the negotiated grievance procedure or a statutory procedure under the provisions of the Statute. It is agreed that this negotiated procedure is a full coverage procedure except for those matters specifically excluded from the coverage of this Agreement.

c. It is the policy of the Employer that all employees have a right to present their grievances for consideration and equitable decision. In exercising this right, the employee and their representative will be free from restraint, coercion, discrimination, or reprisal.

d. A Supervisor's Employee Brief (replaces the TAGNE Form 904-1) will not be disclosed to unauthorized personnel. Release of this record to a third party will only be accomplished with the consent of the employee, in writing, in accordance with the Privacy Act.

6-2 EXCLUSIONS

Matters excluded from the negotiated grievance procedures are: (From Title 5, United States Code (USC)).

a. Any claimed violation of subchapter III of Chapter 73, §7324 of this title relating to prohibited political activities;

b. Retirement, life insurance, or health insurance;

c. A suspension or removal under section §7532 of this title;

d. Any examination, certificate, or appointment;

e. The classification of any position which does not result in the reduction in grade or pay of an employee;

f. A removal/termination of an employee who is serving a temporary or probationary period/appointment.

g. A suspension of more than 14 days, change to lower grade or reduction in pay, or removal/termination of an employee;

h. The granting or not granting of any form of incentive pay, including recruitment, retention, or relocation payments; and

i. The assignment of a rating of record that was appealed to the Performance Appraisal Review and Appeals Board.

6-3 REPRESENTATION

a. The Union has the right, in its own behalf or on the behalf of an employee in the bargaining unit represented by the exclusive representative, to present and process grievances. If an employee or group of employees elect to present their grievance(s) without the assistance of the Union, the Employer shall inform the Union, provide the Union all formal grievance documents provided to and received from the employee(s) in accordance with applicable laws and regulations, and invite and allow the Union to participate in any meeting concerning the grievance(s). Resolution of the grievance(s) may not be inconsistent with the terms of this Agreement.

b. Union stewards shall normally be utilized in their geographic area, however, the Union may authorize another ACT representative to perform representational duties with notification to the Labor Relations Specialist (LRS) or HRO. The Union may appoint bargaining unit representatives telephonically with the appointment to be accomplished, in writing, within ten (10) workdays.

6-4 TIME LIMITS

a. Any grievance not taken up within Forty-five (45) calendar days after the occurrence of the matter out of which the grievance arose, or the date on which the employee knew or reasonably should have known of the occurrence of the grievable event, shall not be presented.

b. All time limits provided for herein may be extended by mutual agreement for valid reasons, provided a request for extension of time is presented prior to the expiration of the prescribed time limit.

c. Failure of the Respondent to observe the time limits shall advance the grievance to the next step.

6-5 MEDIATION

a. The parties agree that the identification and resolution of problems and differences should be accomplished at the lowest level possible. Additionally, problems and differences are more effectively resolved using consensual, instead of adversarial, processes.

b. The parties encourage the utilization of Alternate Dispute Resolution (ADR) techniques, such as mediation, whenever they may be effective at resolving differences and problems.

c. At any stage of the grievance procedure, the parties to the grievance may request mediation. Mutual consent is necessary. Mediation will be requested through the HRO.

d. Formal grievance procedures will be suspended during the mediation process. If mediation is successful, the grievance will be cancelled. If mediation is not successful, the grievance procedure will be reinstated to the level at which it was suspended.

6-6 INDIVIDUAL GRIEVANCE PROCEDURE

a. Step 1 (informal) - The grievance shall first be taken up with the first-line supervisor by the aggrieved employee and Union representative. The employee or their representative must make

clear that the purpose of the meeting is to address a Step 1 grievance. Matters unrelated to the Step 1 grievance shall not be addressed during this meeting. The first-line supervisor shall meet with the employee and issue a verbal decision within five (5) workdays from the day notified of the grievance.

b. Step 2 (formal) - If the grievance is not resolved at Step 1, the grievance will be submitted to the LRS or designated management official in writing within five (5) workdays from the date of receipt of the verbal decision. Matters not included in the Step 1 grievance shall not be addressed in this step. The LRS or designated management official will determine the next supervisor/management official who has resolution authority and will inform the grievant and supervisor/management official of this determination. The supervisor/management official will meet with the first-line supervisor, the grievant, and the Union representative within five (5) workdays after receiving the LRS or designated management official's determination of resolution authority. A written decision will be furnished to the grievant and the union within five (5) workdays after the meeting.

c. Step 3 (formal) - If the grievance is not resolved at Step 2, the grievance will be submitted to the LRS or designated management official in writing within five (5) workdays after receipt of the decision in Step 2. Matters not included in the Step 2 grievance shall not be addressed in this step. The LRS or designated management official will determine the resolution authority and will inform the grievant and supervisor/management official of this determination. The resolution authority will meet with the Step 2 resolution authority, the grievant, and the union representative within five (5) workdays after receiving the LRS or designated management official's determination of resolution authority. A written decision will be rendered within five (5) workdays after the meeting, and will be provided to the aggrieved employee and the representative.

d. Step 4 (formal) - If the grievance is not resolved at Step 3, the grievance shall be referred by the grievant to The Adjutant General (TAG) within fifteen (15) workdays of receipt of the Step 3 decision. Matters not included in the Step 3 grievance shall not be addressed in this step. TAG will meet with the grievant and the Union representative to discuss the grievance. TAG will review the grievance and will render a decision within fifteen (15) working days after meeting with the grievant and the union. The Employer's decision will be addressed to the grievant with copies to any cosigners and the Union's Chapter President.

e. Step 5 (formal) - If the grievance is not resolved at Step 4, the Union or the Employer may invoke binding arbitration, but must do so within thirty (30) calendar days of receipt of the response to the Step 4 grievance or knowledge of the event necessitating arbitration. Individual employees do not have the right to invoke binding arbitration.

6-7 UNION OR EMPLOYER INITIATED GRIEVANCES

Union grievances which name the Chief of the Joint Staff (CoJS), Chief of Staff (CoS), Wing Commander (ANG), or HRO as respondent, will be processed utilizing Steps 3, 4 and 5 of the procedure detailed in section 6-6. Grievances which name TAG as respondent will be processed utilizing Steps 4 and 5 of the procedure detailed in section 6-6. The President or designated representative named in a grievance initiated by the Employer will render a written decision, which shall be deemed to be a Step 4 decision, within fifteen (15) working days of receipt of the grievance.

6-8 CANCELLATION OF GRIEVANCES

A grievance can be cancelled under the following conditions:

- a. At the written request of the party who initiated the grievance;
- b. Upon termination of the aggrieved employee's employment with the organization, unless there are actions pending which affect the employee's entitlement or pay;
- c. Upon the death of the aggrieved employee, unless the grievance involved a matter of monetary entitlements to beneficiaries; or
- d. If the grievant does not proceed with the advancement of the grievance as outlined in section 6-4 and 6-6 above.

SECTION II - ARBITRATION

6-9 POLICY

The Union or the Employer may invoke binding arbitration except that neither party may invoke binding arbitration of grievances regarding informal communications that do not lead to disciplinary actions: i.e., verbal counseling, oral admonitions. Informal communications are not subject to any form of arbitration or review/appeal beyond TAG. If either party questions the arbitrability of a matter because it conflicts with any 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 arbitrability and when applicable, the subsequent question(s) on the merits of the case. Any decision rendered by the arbitrator in the above circumstances may be challenged as provided for by law.

6-10 ISSUE(S) TO BE ARBITRATED

The issue(s) to be arbitrated will be the same issue(s) raised at the Step 1 grievance, and will not be expanded on prior to filing the request for arbitration.

6-11 ARBITRATION PROCEDURES

When arbitration is invoked by either party, the party invoking arbitration may request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS). Within ten (10) workdays of receiving the list, both parties shall meet to select an arbitrator. If an agreement cannot be reached regarding the selection of an arbitrator, the parties shall alternately strike one name each from the list until only a single name remains. The one name remaining will then be the duly selected arbitrator. The Union shall strike the first name. If either party fails to participate in the selection process, the arbitration action will proceed with the requesting party accomplishing the selection action.

6-12 PAYMENT OF FEES

The fees, per diem, and travel costs of the arbitrator shall be borne equally by the parties.

6-13 CONDUCT OF HEARING

The arbitration hearing shall be held on a date and at a location mutually agreed upon by the Employer and the Union. In the event a date or location cannot be agreed upon, the arbitrator will decide. The arbitration hearing will be scheduled during regular duty hours of the basic workweek.

6-14 ARBITRATION DECISIONS

The arbitrator will be requested by the parties to render a decision within thirty (30) calendar days after the conclusion of the hearing unless an extension is requested by the arbitrator. The arbitrator shall deliver the original of the final decision to the Employer and simultaneously deliver a copy to the Union. Such decision shall be final and binding on all parties concerned except when sustained or modified by the Federal Labor Relations Authority (FLRA) acting upon an exception filed by either party. Exceptions must be filed within thirty (30) calendar days after the date of service of the final decision and pursuant to regulations prescribed by the FLRA. The arbitrator cannot amend, supplement, or add to the provisions of this Agreement. Certification of compliance with the decision of the arbitrator, to include corrective action if taken, shall be provided to the other party as soon as practicable.

6-15 TRANSCRIPTS

Should transcripts be requested by either party of an arbitration, the requesting party will shoulder the burden of payment for such transcripts and, if the other party desires a transcript, it will be provided at the prevailing per copy rate.

ARTICLE 7

NON DISCIPLINARY, DISCIPLINARY AND ADVERSE ACTION

7-1 GENERAL

All disciplinary and adverse actions will be administered in accordance with applicable regulations, as supplemented by this Article. It is acknowledged that in some cases, disciplinary actions are necessary. The parties agree that discipline and adverse actions will be based on just cause and be applied fairly and promote the efficiency of the federal service. Actions that relate to job performance will be accomplished in accordance with the agency performance appraisal system and contract modifications.

7-2 NON-DISCIPLINARY ACTION

a. Counseling: When a management official determines that disciplinary action is not warranted, Counseling may be conducted. Counseling is a business like exchange of information between a management official and an employee and is designed to address a situation or conduct that requires correction. (Counseling is not an examination or investigation and should not be conducted as such.) Counseling is oral and is not recorded in the Supervisor's Employee Work Folder on the Supervisor's Employee Brief for the employee, however, management officials may retain written notes regarding the dates and substance of the counseling in the Supervisor's

Employee Work Folder.

b. Management Officials should consult with the HRO-LRS prior to counseling an employee.

c. Oral Admonitions: Defined as a documented discussion with an employee regarding misconduct. When a management official determines that disciplinary action is not warranted, Oral Admonishment may be conducted. The admonition is written in the Supervisor's Employee Work Folder on the Supervisor's Employee Brief, for the employee. The employee must be allowed to write on the brief his or her reply to the facts and reasons stated by the management official. If the employee replies orally and declines to reply in writing, the management official will write on the brief a summary of the reply. If the employee declines to reply, the management official will provide a space next to the comment for the employee to initial and date as acknowledgement of the annotation. If the employee refuses to initial and date, the management official will annotate that the employee refused to initial. The management official will state the date on which the admonition and reply will be expunged, absent continuation or repetition of the misconduct. This date may not be more than twelve (12) months after the date of the admonition. Expungement eliminating all record of the occurrence of the admonition will be accomplished on that date absent any future misconduct.

7-3 DISCIPLINARY ACTION

Disciplinary action consists of written letter of reprimands.

Letter of Reprimand. A letter of reprimand is a disciplinary action which makes an employee aware of a violation (e.g., insubordination, violation of agency rules) and may develop specific procedures and/or restrictions. It can be issued when a management official determines that the nature of the violation (or offense) warrants disciplinary action but not suspension or adverse action.

a. Management officials must ensure all relevant facts are raised before issuing a letter of reprimand. This can be best done by discussing the facts with the employee and giving them an opportunity to express views or provide explanations.

b. A letter of reprimand will, at a minimum, include:

(1) a description of the violation in sufficient detail to enable the employee to understand why the reprimand is being given;

(2) the reprimand will be filed as a temporary document in the electronic Official Personnel Folder (eOPF) not to exceed two (2) years;

(3) a warning that further offenses could result in an further disciplinary or adverse action; and

(4) state that the written reprimand may be grieved through the negotiated grievance procedures.

c. A letter of reprimand must be cleared by HRO for procedural accuracy before issuance.

7-4 ADVERSE ACTIONS

There are four (4) types of adverse actions: (1) suspensions of fourteen (14) days or less; (2) suspensions of more than fourteen (14) days; (3) change to lower grade or reduction in pay, and (4) removal.

a. There must be a reason for taking adverse action; that reason is commonly referred to as a “cause” and is defined as “an offense against the employer/employee relationship”. What constitutes a “cause” is a decision that must be made on the merits of each situation. Having a “cause” is not sufficient to warrant an adverse action. Management must also conclude that taking an adverse action will promote the efficiency of the service.

b. There are five basic steps in processing an adverse action:

(1) Issue proposed adverse action notice.

(2) Technician replies to proposed notice.

(3) Issue original decision.

(4) Process administrative appeal. (employees will have 20 calendar days from the date of the original decision to appeal to TAG or request a hearing examiner)

(5) Issue Agency final decision.

c. Each of the five steps are addressed in applicable laws and references. However, not all of them have to occur. For example, step two would not occur if an employee did not reply; or steps four and five would not occur if the employee did not appeal the original decision. If the employee does not appeal the original decision, the original decision will become final after the reply period has ended.

d. An adverse action must be cleared by HRO for procedural accuracy before issuance. Applicable laws and references should be reviewed for additional information.

e. Employees will be given at least thirty (30) calendar day notice of proposed adverse action, signed by the individual proposing the action. An Employee is not entitled to a thirty (30) calendar day notice if;

(1) the individual is on a temporary appointment or a trial/probationary period;

(2) the proposed adverse action is for a suspension of fourteen (14) days or less;

(3) the proposed adverse action is IAW Title 5 C.F.R. §752.404 (d)(1) and (2); or

(4) the individual has voluntarily ceased to be a member of the National Guard where such membership is a condition of employment.

7-5 REPRESENTATION

a. If an employee reasonably believes an interview or examination by a management official may lead to disciplinary or adverse action, the employee has the right to request Union representation. If the employee requests Union representation, the burden shifts to the management official to:

(1) Grant the request for a Union representative,

(2) Discontinue the interview, or

(3) Offer the employee the choice between continuing the interview unaccompanied by a Union representative or having no interview at all.

b. If an employee requests representation, no further questioning will take place until the employee's representative is present. It is understood by both parties that the interview will not be unduly delayed. This right of representation (Weingarten Rights) applies to the initial interview or examination by a management official of a possible disciplinary or adverse action. An individual's right of being represented by an attorney or other representative as outlined in Article 1 Section 12 applies to other situations, and must be approved by the Union.

7-6 RECORDS

a. In any disciplinary action, an employee will, upon written request, be furnished a copy of all documents used by the employer to support the disciplinary or adverse action. To protect the confidentiality of the records and to preserve the privacy of the individual, records will be maintained at the lowest level of supervision. Access will be limited to management officials with the need to know and individuals to whom the employee has given written permission.

b. No written entry will be made in an employee's files concerning disciplinary matters without the knowledge of the employee. The employee will initial the entry as soon as practicable. If employee refuses initial, the management official will write on the form "Employee refused to initial." The employee's initials indicate that the employee acknowledges that an entry was made, but in no way will initialing the entry be considered as an agreement with the entry or an admission of guilt.

c. Employees will sign all letters of reprimand, proposal and decision letters, etc. The employee signature indicates that he/she acknowledges receipt of the letter, but in no way will signing the letter be considered as an admission of guilt. If the employee refuses to sign, the management official issuing the letter will write "Employee refused to sign".

ARTICLE 8

MERIT PROMOTION AND INTERNAL PLACEMENT

8-1 MERIT PROMOTION AND PLACEMENT PLAN

Changes to The Nebraska National Guard Merit Promotion and Placement Plan (MPP), may be subject to negotiations with the union. See NENG MPP for hiring, detail, and internal placement related procedures.

ARTICLE 9

DETAILS

9-1 DETAILS

a. A detail is the temporary assignment of an employee to a different position or set of duties for no more than 120 days. An extension of a detail may be considered by the HRO. There is no formal position change; officially, the employee continues to hold the position from which detailed and keeps the same status and pay. Details may be made without regard to qualification requirements provided safety and training issues are considered.

b. Details are intended to meet short-term workload situations, absences of employees, pending authorization and classification of new positions or other types of manpower needs that cannot be met by normal personnel placement actions.

9-2 PROCEDURE

a. Management realizes and acknowledges that details of employees out of their specialty must be used in a judicious manner. Volunteers for details may be sought and accepted before non-volunteers.

b. Details will be recorded on the employee's Supervisor's Employee Brief and notification documenting the detail will be given to the employee.

c. When an employee is detailed to another position, either with the same or different supervisor, for a period covering 90 calendar days or more, a written performance plan will be established for this position before the detail starts. It remains the responsibility of the supervisor of record to seek input from the detail supervisor for use in developing the performance plan, conducting progress reviews, and completing the rating of record.

ARTICLE 10

JOB PERFORMANCE STANDARDS AND PERFORMANCE RATING

10-1 INTRODUCTION

The Employer and the Union recognize the vital nature of the Performance Appraisal Program, process to the entire Nebraska National Guard. The effectiveness of the Performance Appraisal Program is a combined responsibility of each employee and their rating official. Consideration when developing Job Objectives that may be taken into account include: fairness, equitability, objectivity, seniority, experience, and like duties.

10-2 IDENTIFICATION OF MISSION GOALS AND JOB OBJECTIVES

- a. Applicable laws, regulation, and/or policy/instructions will be used to develop Job Objectives.
- b. The employee will have the opportunity to provide input to the development of the Job Objectives. The rating official retains the right to establish Job Objectives for the position. An employee performance appraisal cannot be rendered until the Job Objectives have been established.
- c. A complete copy of the Performance Plan will be available to the employee when it is written and whenever a modification occurs.

10-3 APPRAISAL PERIOD

- a. The appraisal period will be on an annual basis with the appraisal year; normally April 1 through March 31 each year.
- b. A minimum of ninety (90) calendar days of supervision and performance under the established Job Objectives is required before an appraisal can be rendered.
- c. When an employee transfers or a rating official leaves during the appraisal cycle, the length of time an employee serves under an approved performance plan determines what is required.
 - (1) If a rating official leaves the organization, a performance narrative statement is required when an employee has performed under an approved performance plan for ninety (90) calendar days and there are more than ninety (90) calendar days left in the appraisal cycle. This narrative statement will be considered by the incoming rating official.
 - (2) A rating of record is required when an employee has performed under an approved performance plan for ninety (90) calendar days and the employee or rating official leaves the organization with fewer than ninety (90) calendar days remaining in the appraisal cycle. If circumstances preclude the departing official from carrying out this responsibility, the higher-level reviewer may serve as the rating official.

10-4 PROGRESS REVIEW

- a. At least one progress review must be documented during the appraisal year. The review will be conducted by the rating official and employee and will be documented in the Performance Appraisal Program.
- b. If an employee experiences a delay in receiving their progress review, the employee is entitled to bring the matter to their rating official's attention, initiate the progress review, or contact a Union representative.
- c. The rating official should not wait until the end of the appraisal period to make the determination that the employee's performance is not meeting standards.

10-5 PERFORMANCE IMPROVEMENT PLAN

If an employee is not meeting performance standards, the rating official will consult the HRO and implement a formal Performance Improvement Plan (PIP) for the employee. The PIP must specify the deficiencies, outline the methods to become fully successful, and establish the PIP timeframe.

10-6 THE APPRAISAL

It is the responsibility of the Employer and employee to complete Job Objectives and the performance appraisals in a timely manner. The evaluated employee will have access to both documents in the Performance Appraisal Program, the employer will file a copy of the performance appraisal in the Supervisor's work folder and forward a copy to HRO for placement in the HRO file.

a. At the end of the appraisal period, the rating official will review the employee's performance appraisal with the employee. The employee may request clarification on any aspect of the appraisal.

b. If the employee experiences a problem or a delay in receiving a timely performance evaluation or suspects an irregularity with any aspect of the performance evaluation process, that employee is entitled to bring the matter to the rating official's attention, or a representative of the Union.

c. If the appraisal cannot be prepared on time, the rating official will notify the employee of the delay.

10-7 UNION OFFICIALS

The time spent by Union representatives in the performance of their representational duties will not be taken into account when their official employee performance is appraised.

10-8 PERFORMANCE INCENTIVES

Employees may be considered for an incentive award in accordance with local instructions.

10-9 PERFORMANCE APPRAISAL RECONSIDERATION

Employees have the right to seek reconsideration of a performance appraisal rating of record. Employees and/or the union have a choice between filing either a grievance with the agency or an appeal to the Performance Appraisal Review and Appeals Board, they may not choose both. Appeals to the Board will be filled in accordance with local instructions. Grievances will be presented in accordance with article 6 of this agreement.

ARTICLE 11

REDUCTION-IN-FORCE

11-1 REDUCTION-IN-FORCE

Reduction in Force will be accomplished in accordance with applicable laws, rules and regulations. The union will be given proper notice and an opportunity to bargain the procedures.

ARTICLE 12

POSITION DESCRIPTION

12-1 POSITION DESCRIPTION

Position descriptions will reflect major duties, authorities, and responsibilities that are to be performed by the employee.

a. Any employee in the organization who feels they are regularly performing duties outside the scope of their position description or their position is inaccurately described, may request review of the position description.

b. If the position is accurately described and the employee still disagrees with the classification, the employee may appeal the grade, series, and title, as specified in the classification standard, or the pay plan under which the position was classified. Employees may elect assistance from a Union representative in filing an appeal. Appeals are filed as follows:

(1) Wage grade employees must appeal through the Defense Civilian Personnel Advisory Management Services (DCPAS), then to the Office of Personnel Management (OPM) if not satisfied with the decision.

(2) General schedule employees may appeal to DCPAS first and then to the Office of Personnel Management if dissatisfied, or may go directly to OPM. However, if the appeal is filed directly to OPM, the employee may not appeal to DCPAS.

12-2 OTHER DUTIES AS ASSIGNED

The term "other duties as assigned" as part of the position description is defined to mean, reasonably related duties to the job/position that do not meet major duty criteria; however, this does not preclude management from assigning additional duties that are unrelated. If additional duties are assigned on a regular basis, the position description should be amended.

ARTICLE 13

CLASSIFICATION ACTIONS

13-1 GENERAL

a. Management agrees to inform the Union when significant changes will be made in the duties and responsibilities of positions held by bargaining unit employees due to reorganization or when changes in position classification standards could result in classification changes.

b. Management will provide affected bargaining unit employees with a notice when classification action results in a downgrade, no less than thirty (30) calendar days in advance of the effective date of the action. The HRO will also:

(1) Upon request, make available the Position Classification Standards or Job Grading Standards that were used to classify the position.

(2) Provide information and assistance if the employee wishes to appeal the reclassification action.

13-2 GRADE RETENTION

Bargaining unit employees will be provided grade retention, if otherwise eligible, for a period of two (2) years following the effective date of the classification action resulting in a downgrade. If there is more than one qualified eligible employee, in grade retention, the Priority Placement List (PPL) will be utilized. A certificate of eligibles will be used to refer the names of qualified employees, from the PPL, to the selecting official for an interview.

13-3 POSITION UPGRADE

When a position upgrade is received by the HRO, a position review may be required. If a position review is necessary, it will be accomplished within ninety (90) calendar days.

ARTICLE 14

BASIC WORKWEEK - HOURS OF WORK

14-1 BASIC WORKWEEK

a. The basic workweek is designated as Monday through Friday, 0730 to 1600 hours, with a thirty (30) minute lunch period. However, in all instances when deemed necessary, management reserves the right to schedule employees in such a manner as to provide seven (7) days per week coverage and adjust the hours of duty to meet local military mission requirements. Personnel determined by the Employer to be required to work other than the basic workweek will be kept to a number necessary to support the requirements of the work to be accomplished. Employees required to work on schedules other than the basic workweek may be scheduled for such work on a rotational basis. The desires of the employee involved will be considered before assigning them to the work schedule. Changes to the basic workweek are generally subject to I&I bargaining, which is a statutory right of the labor union.

b. The basic workweek is established at a minimum of forty (40) hours.

c. The basic workday is established as a period of eight (8) hours.

14-2 ADMINISTRATIVE WORKWEEK AND HOURS OF WORK

a. An administrative workweek means a period of seven (7) consecutive days during which the

employee's workdays are designated in advance. The administrative workweek is designated as Sunday through Saturday.

b. A minimum of eighty (80) hours is prescribed for each pay period.

c. Normally, work schedules shall be established so that all employees will benefit from a maximum of consecutive days off.

14-3 WORK SCHEDULE CHANGE

a. In any instance where a known requirement exists for an employee to be scheduled for duty other than as originally scheduled, it will be indicated by the publication of a change of work schedule.

b. Except when the agency determines that it would be seriously handicapped in carrying out its functions or that costs would be substantially increased, changes in the administrative workweek will be scheduled one week in advance.

c. In cases of personal hardship, management officials and individuals may develop alternative work schedules with the concurrence of The Wing Commander of the 155th Air Refueling Wing for ANG Employees, the 170th Group Commander (170 GP) for the 170 GP employees; The Chief of Staff for ARNG employees; and the respective Chief of Staff for the Joint Force Headquarters (JFHQ) employees or their delegated representative

14-4 IRREGULAR AND EMERGENCY WORK SCHEDULES

When it becomes necessary to schedule work outside the normally scheduled workday, such work shall be implemented with consideration of the following factors:

a. Mission requirements;

b. All employees within the affected areas will participate on an equal basis with due regard to their particular skills and voluntary assignments;

c. In those cases where use of regular hours of duty would jeopardize mission accomplishment, other hours may be established.

d. In emergency situations management shall have the right to establish hours of duty, without prior notice, and to continue those hours of duty until the emergency situation is ended; and

e. The Union will be informed of any emergency situations as soon as possible. The Union will be provided the specific circumstance surrounding the emergency, to include the actions taken by the Employer and the expected duration.

14-5 CLEANUP TIME

Unless mission requirements dictate otherwise, reasonable time for cleanup prior to lunch and prior to the end of the shift will be allowed for each employee whose duties have been determined by

the Employer to involve the performance of work under dirty conditions or work with hazardous materials. Employees will be allowed a reasonable amount of time for the storage, cleanup and protection of Government property, equipment, and tools prior to the end of the workday. Management retains the right to assign work to employees during cleanup periods.

14-6 PREMIUM PAY

All shift differentials, holiday pay, and Sunday premium pay will be paid in accordance with applicable directives.

14-7 BREAK PERIODS

Break periods granted in accordance with these provisions are considered duty time and included in the daily tour of duty. Break periods, other than those provided herein, may not be considered a part of the daily tour of duty; such periods must be charged to the appropriate type of leave.

- a. The break period may not exceed fifteen (15) minutes during each four (4) hours of continuous work.
- b. If the period from the beginning of the daily tour to the luncheon period, luncheon period to end of tour, or beginning of the tour to end of tour is less than four (4) hours, a break period may be granted at management's discretion.
- c. The break period may not be a continuation of the lunch period.

14-8 REST PERIODS

Additional short rest periods during the workday may be permitted when such periods are beneficial and/or necessary. Criteria for determining rest periods are as follows:

- a. Protection of an employee's health by relief from hazardous work or from that which requires continual and/or considerable physical exertion;
- b. Reduction of accident rate by removal of fatigue potential; or
- c. Working in confined spaces or in areas where normal personal activities are restricted.

14-9 LUNCH PERIODS

Lunch periods may not be considered duty time and should be scheduled outside the hours established for the daily tour of duty. However, Management retains the right to assign work, if necessary, during lunch periods. If such work is assigned, the time shall be compensable. The compensable time may include extending the lunch period by an equal amount of time that was spent in the performance of duties during the scheduled lunch period.

ARTICLE 15

TEMPORARY DUTY (TDY)

15-1 GENERAL

a. An Employee temporary duty (TDY) will be announced as soon as information on the assignment is available. An employee TDY may be of a routine or extended nature (see glossary for definition).

b. Management retains the right to select individuals for, and assign work during, TDY. Management should consider the qualifications of the individual to best perform the mission when assigning TDY. Employees are responsible for responding to temporary duty assignments in the same manner as to duties at their permanent duty station. Information on the TDY assignment will be made known on a continuing basis to the affected employees as it becomes available, concerning living quarters and adequacy of quarters.

15-2 PAY

Premium pay for Sundays, holidays, and differential or overtime pay while TDY will be authorized in accordance with applicable laws and regulations.

15-3 ASSIGNMENT OF QUALIFIED EMPLOYEES

The Employer should make every effort to rotate TDYs among all qualified employees. Management will determine what qualifications are required based on the mission requirements of a particular TDY assignment. Qualified volunteers for a TDY may be sought and accepted before non-volunteers are assigned.

15-4 MODE OF TRANSPORTATION

The use of privately owned conveyance may be authorized for employees when engaged on official business. Travel by privately owned conveyance by owner or passenger should not be directed but the use of such mode of transportation may be authorized. If authorized, an employee using a privately owned conveyance, as a matter of personal preference, while traveling on official business, will be reimbursed in accordance with applicable regulations. Employees traveling by privately owned conveyance will earn the same amount of compensatory time earned as those employees traveling by the most expedient conveyance.

15-5 LODGING, TRANSPORTATION AND PER DIEM

Lodging, transportation, and per diem for employees on TDY will be based upon applicable regulations.

15-6 TRAVEL AUTHORIZATIONS AND VOUCHERS

The Employee will utilize (Defense Travel System) DTS to submit a travel authorization request and obtain approval prior to travel. When travel is complete, a travel voucher should be submitted

through DTS within five (5) working days. Time spent obtaining per diem/travel arrangements, completing authorizations and vouchers may be accomplished on duty status. The employee may contact an appropriate specialist to advise/assist them with completing authorizations and vouchers during normal duty hours.

15-7 WORK SCHEDULES

A proposed work schedule and schedule of events for an extended TDY will be posted as soon as the information is available, if known.

15-8 WORKING CONDITIONS

The Employer agrees that a reasonable effort will be made to ensure that adequate numbers of employees will support each TDY to ensure the health, safety, welfare, and morale of each employee.

15-9 COMPENSATORY TIME/OVERTIME TDY

a. The accrual and utilization of compensatory time or overtime while in a travel and TDY status will be in accordance with Office of Personnel Management (OPM), Agency directives, and Comptroller General decision.

b. Any compensatory time or overtime worked on a TDY beyond a normal basic workweek will be documented in accordance with applicable directives.

c. When management is unable to schedule or control the administration of work, any employee required to work, "standby", or travel on other than normal duty hours will receive hour for hour compensatory time or overtime pay. If such an occasion is on a holiday, holiday pay will be authorized.

15-10 PRUDENCE IN TRAVEL

Any employee selected by management to perform extended scheduled TDYs will be given, when possible, a minimum of ten (10) workdays advance notice of their selection. DTS Authorization will be approved in advance of departure. Both the aforementioned actions will prevail except in unusual circumstances. Title 32 and Title 5 Employee TDY orders will reflect civilian grade of the individual concerned.

ARTICLE 16

LEAVE

16-1 GENERAL

Leave policies for bargaining unit members will be administered as authorized by law, regulation, and/or policy/instructions. No changes to NENG regulation or policy pertaining to leave will be made by the Employer without first giving the Union opportunity for I&I bargaining.

16-2 ANNUAL LEAVE

a. Annual leave will be requested and scheduled in advance. Leave will be submitted in the Automated Time Attendance and Production System (ATAAPS) for management official approval or disapproval. Annual leave of three (3) or more days should be requested as far in advance as possible, normally fourteen (14) calendar days prior to the first day of the requested leave.

b. **Unscheduled annual leave.**

(1) In the event circumstances arise which are beyond the employees ability to control, the employee should contact the appropriate management official before the start of the shift. The management official will be notified as soon as possible, but not later than thirty (30) minutes prior to the shift. In situations where the employee cannot contact the management official for reasons beyond the employees' ability to control, a two (2) hour grace period charged to an appropriate leave category may be approved at the official's discretion. In these cases, unscheduled leave must be requested via email, text or phone conversation. An ATAAPS request must be submitted upon returning to work.

(2) Management has the discretion to approve a request for unscheduled leave after consideration of mission accomplishment and other work scheduling requirements.

(3) Management reserves the right to request documentation to substantiate the circumstances that are beyond the employee's ability to control. If the request was misleading and the documentation provided does not support the request, management officials may take appropriate action.

c. Management officials may grant leave extensions of those employees in a scheduled leave status if requested. Considerations will be given due to mission accomplishment and work schedule requirement.

d. Employees who are dissatisfied with the procedural administration of their leave may have the matter resolved under the grievance procedure established in this agreement.

16-3 LEAVE TRANSFER

The leave transfer program is a program to donate annual leave to another employee's annual leave account. When need arises, leave transfer program will be implemented in accordance with applicable regulations. Changes to procedural instructions will be subject to I&I bargaining.

16-4 SICK LEAVE

a. Employees will notify their supervisor when they are unable to report for work because of incapacitating illness or injury. The employee will request sick leave no later than one (1) hour after the start of their regular shift on the first workday of their absence unless circumstances of the illness or injury render notice impossible. When absence for incapacitating illness or injury will be for a period of more than one (1) week, it is the employee's responsibility to keep management informed of the date they expect to return to duty.

b. If the agency requires a medical certificate to authorize sick leave, of any duration, the agency will inform the employee of the requirement in advance or within a reasonable time after the employee notifies the agency of the sick leave request. Medical certificates may be required under the following conditions:

(1) For absences in excess of three (3) workdays; or

(2) For absences of lesser periods when there is reason or evidence to believe that sick leave is being abused or when the agency determines it is necessary; and

(3) For use of sick leave for exposure to a contagious disease or illness of a member of the immediate family (i.e. chicken pox, measles, etc.) regardless of the length of absence.

c. Sick leave is appropriate when any of the following circumstances cause absence:

(1) Medical, dental, or optical examination, or treatment;

(2) Incapacitation for the performance of duties by physical or mental illness, injury, pregnancy, or child birth;

(3) Care for a family member as a result of physical or mental illness;

(4) To make arrangements necessitated by the death of a family member or attend the funeral of a family member. See paragraph c. for the definition of family member;

(5) The presence of the employee would jeopardize the health of others by presence on the job because of exposure to a communicable disease, or as determined by the health authorities having jurisdiction or by a health care provider; and/or

(6) Any activities relating to adoption of a child, including appointments with social worker, adoption agencies, travel, court proceeding etc.

d. Family member and immediate relative for the purpose of sick leave, funeral leave, and voluntary leave transfer program will be in accordance with OPM regulation. For the definition of who constitutes a family member see 5 C.F.R 630.201.

e. A maximum of 240 hours of sick leave may be advanced to a full-time federal employee with a medical emergency, for purposes related to the adoption of a child, for family care or bereavement purposes, or to care for a family member with a serious health condition. Sick leave may be advanced subject to the following conditions:

(1) Request for advancement of sick leave will be supported by a medical certificate;

(2) Available accumulated sick leave will be exhausted before advancement;

(3) Annual leave that would otherwise be forfeited will be used; and

(4) There is reasonable assurance the employee will return to duty to earn and repay

advance credits.

f. Employees recovering from injury or illness other than an OWCP injury may request to return to work in order to be assigned light duty. The Employer may provide light duty assignments in increments of fifteen (15) calendar days. Requests for light duty are subject to review of; the medical documentation (HRO equivalent to the CA-17) filled out by a licensed physician and furnished by the employee, the availability of work which the employee is qualified to perform, and that the work provided will not present undue risk of liability to the Employer. Medical documentation may be subject to review every fifteen (15) calendar days. While the Employer is under no obligation to offer light duty to employees injured off the job, the Employer may use discretion on a case by case basis.

16-5 COMPENSATORY / OVERTIME

a. Compensatory time pay is not authorized for Title 32 National Guard Technicians. Compensatory time, approved in advance by management, will be granted to employees on a quarter-hour basis, for the amount of time spent by them in compensatory time work in excess of their scheduled tour of duty, in accordance with applicable regulations. In the event an employee is called back to work, a minimum of two (2) hours compensatory time will be granted, 5 USC 5542 (b)(1).

b. The administration of any necessary compensatory time for work is solely a function of the Employer. Factors which will be considered include; the nature of the work, the need for special skills, the priority of productive or support effort, and the numbers of employees required. Management may also consider qualifications of employees in the functional area currently assigned a particular job, and outside activities of the employees. Employees will be selected for work in a compensatory status consistent with job and skill requirements.

c. Compensatory time will be approved in advance and administered by management in accordance with applicable directives and policy.

d. Special situations.

(1) Standby/Alert Status – Compensatory time allowed. An employee is on duty, and time spent on standby duty is hours of work if, for work-related reasons, the employee is restricted by official order to a designated post of duty and is assigned to be in a state of readiness to perform work with limitations on the employee's activities so substantial that the employee cannot use the time effectively for their own purposes. A finding that an employee's activities are substantially limited may not be based on the fact that an employee is subject to restrictions necessary to ensure that the employee will be able to perform his duties and responsibilities, such as restrictions on alcohol consumption or use of certain medications.

(2) On Call – Compensatory time not allowed. An employee will be considered off duty and time spent in an on-call status shall not be considered hours of work if 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 the employee is allowed to make arrangements such that any work which may arise during the on-call period will be performed by another employee. Employees will be notified if placed in an on call status.

e. Compensatory time assignments will be distributed and rotated as equally as possible among qualified employees in accordance with their particular skills. The Union steward may consult with management concerning the assignments of compensatory time in an effort to keep it equal among all employees insofar as possible. Management will not assign compensatory time to employees as a reward or penalty.

f. In assignment of compensatory time the Employer agrees, except in cases of special procedures as defined in the Glossary, to notify the employee:

(1) No later than the start of his scheduled lunch period on the day the compensatory time is to be performed, on a normal workday;

(2) No later than the day before the last scheduled workday within the basic workweek, for compensatory time on a non-workday;

g. Compensatory time requirements on certain specialized operations will be expected because of the specialized skills required.

h. The Employer agrees to maintain records of compensatory time worked and/or declined in the section for the preceding twelve (12) month period, and to make these records available to the Union upon request.

i. When an employee is required to return to their place of employment outside normal work hours/week, compensatory time will be at least two (2) hours in duration, 5 USC §5542 (b)(1), whether work is performed or not.

j. When compensatory time is authorized:

(1) The number of hours worked will be posted on the time and attendance report.

(2) Compensatory time off must be used within twenty-six (26) pay periods from the pay period in which it was earned or it will be forfeited. In specific instances, a Title 5 employee may be paid IAW OPM standards for compensatory time forfeited. Compensatory time off should be taken before annual leave, except if forfeiture of annual leave would occur.

(3) Compensatory time will be allowed on an hour for hour basis and will not be granted in advance of having been earned.

k. When an employee is required to work compensatory time beyond their normal workday and such compensatory time is expected to last for two (2) or more hours, management will provide for a meal period. Such meal period, when twenty (20) minutes or less, shall be considered as part of the compensatory time period.

l. When special procedures are invoked, the appropriate management official will consult with the Union as soon as possible on the details, including the circumstances necessitating special procedures and their expected duration. The Employer agrees to give due regard for the safety/welfare of the employees when special procedures are implemented.

m. Overtime for FLSA non-exempt Title 5 employees may be approved on a case-by-case basis as authorized by OPM regulations, DoD, NGB, and NENG Policy/Instructions. Contact HRO with specific overtime and compensatory time questions.

16-6 LEAVE FOR MATERNITY PURPOSES

Leave used for maternity purposes shall be determined by the employee and her doctor and shall require a medical certificate. The employee may choose to use any combination of sick, annual, compensatory, or leave without pay, or Paid Parental Leave (PPL), if eligible, for maternity purposes. In order to qualify for paid parental leave, an employee must first be eligible for Family Medical Leave Act (FMLA). A birth mother is entitled to use accrued leave or PPL for medical appointments, hospitalization, and the period of incapacitation following childbirth. An employee caring for a family member who is a birth mother is entitled to use accrued leave or PPL for the mother's prenatal care, any period of incapacity due to her pregnancy, childbirth, or for the mother's recovery from childbirth. (Most doctors certify that the recovery period is about 6 weeks.) Employees may not use sick leave to be absent from work to bond with or care for a healthy newborn. However, an employee is entitled to use sick leave for general family care purposes, i.e., to care for a child who has a routine illness or to take a child to medical, dental, or optical appointments or well-baby doctor visits, or if the baby has a serious health condition. Management may request administratively acceptable evidence of the mother's period of incapacitation for the use of sick leave or PPL. Leave for the purpose of maternity care will be administered IAW 5 USC §6382 and any other applicable, law, rule, regulation, or policy.

16-7 LEAVE WITHOUT PAY (LWOP)

Leave without pay is an approved absence without pay. Depending upon mission requirements and work schedules, management may approve LWOP for situations such as:

- a. Job related training/education which would be of benefit to the agency.
- b. Recovery from illness and/or disability.
- c. Personal/family emergencies.

16-8 ABSENCE WITHOUT LEAVE (AWOL)

AWOL is a non-pay status that covers an absence from duty which has not been approved.

16-9 EXCUSED ABSENCES

Excused absence, also referred to as "administrative leave" is an authorized absence from duty without loss of pay or charge to leave. In accordance with applicable laws, regulations, and/or policy/instructions, the authority to grant excused absence to employees is within the administrative discretion of the TAG when a determination to support an activity would benefit the NENG. Excused absence is not an employee entitlement, but is granted sparingly. Supervisors may approve excused absences for the purpose of blood donation, physical examinations with the agency, employee interviews, and participation in the EAP program. Refer to regulations for specific details regarding excused absence.

16-10 MILITARY LEAVE

a. Military leave permits an employee to be absent from employee duties without charge to annual leave or loss of employee pay while performing active duty and/or active duty for training.

b. Year-to-year accrual of military leave is limited to a maximum of two-hundred forty (240) hours during each fiscal year, regardless of the number of training periods in the year and whether taken intermittently, a day at a time, or all at one time, in order to conform with the periods of duty expressed in orders issued by competent military authority. Employees are granted one-hundred twenty (120) hours of military leave on 1 October of each year subject to the limitation, as provided by law.

16-11 FAMILY MEDICAL LEAVE ACT

Family leave will be administered in accordance with applicable laws, regulations, and/or policy/instructions.

ARTICLE 17

HEALTH, SAFETY, AND WELFARE

17-1 GENERAL

a. The parties agree that certain tasks performed may involve varying degrees of hazard. A hazard may be reported by any person and may be submitted on any event or condition that effects safety. Briefings or appropriate training, if necessary, pertinent to the hazardous duty performed will be provided.

b. Reportable hazards include, but are not limited to, unsafe procedures, practices, or conditions in the following areas:

- (1) Ground operation and maintenance of aircraft;
- (2) Ground operation and maintenance of vehicles;
- (3) Operation and maintenance of facilities;
- (4) Training and education programs; and/or
- (5) Work environment.

c. Employees who fail to follow all safety and occupational health regulations and procedures, to include the proper wear and utilization of protective clothing and equipment, will be subject to appropriate discipline. This also applies to the fraudulent submission of Workers' Compensation claims.

17-2 OCCUPATIONAL SAFETY AND HEALTH COUNCIL

The Nebraska Air and Army National Guard have separate Safety and Occupational Health (SOH) Councils which have been established to provide a forum for discussion of SOH problems and to make recommendations to the appropriate supervisor on SOH related matters. The Army Council is referred to as Safety and Occupational Health (SOH), and the Air Council is referred to as Environmental, Safety, and Occupational Health (ESOH).

- a. The Councils meet periodically, as required by regulation or local directives, to discuss SOH/ESOH issues and problems.
- b. The Union representative will be a member of each Council.
- c. The Union representative will receive a copy of the Council agenda items.
- d. One each Army and Air Union representative will be allowed to attend SOH training per fiscal year, if funds and training seats are available.

17-3 WORKERS' COMPENSATION

- a. Employees shall immediately report job-related injuries or illness to their supervisor. The supervisor, with the employee, shall ensure proper procedures are followed and that all necessary documents are completed. When the employee is incapacitated and unable to notify the supervisor of injury or illness, it shall be the Employer's responsibility to initiate required procedures as soon as they are aware an incident has occurred.
- b. Civilian employees are entitled, upon approval of a claim by the Department of Labor, to a continuation of pay (COP) status for a period not to exceed forty-five (45) calendar days for any covered traumatic injury or related recovery period required by a doctor. Prompt filing of workers' compensation claim forms is essential to assure full coverage for any job related injury or illness.

17-4 EXTREME TEMPERATURES

- a. The parties acknowledge the potential of hazards while working in extreme temperatures, both cold and hot; and the necessity for accomplishing mission-related tasks even in the most extreme temperatures. It is each employee's responsibility to ensure the adequacy of cold weather gear worn and to make full and proper use of all such protective equipment prior to exposure to extreme temperatures. Employees whose duties require work out of doors with repetitive prolonged exposure will be furnished appropriate protective gear, at no cost to the employees.
- b. Extreme Cold:
 - (1) Work will be controlled when the Wind Chill Index/Equivalent Chill Temperature (WCI/ETC) is computed to be colder than minus eighteen (-18) degrees Fahrenheit in the work area. The supervisor will monitor the safety of the employees.
 - (2) When the WCI/ECT exceeds minus thirty-one (-31) degrees Fahrenheit, work in that environment will be redirected. However, if operational duties require, the movement of essential

equipment into and out of maintenance areas may be accomplished by the most expeditious means available.

c. Extreme Heat:

(1) Work will be controlled when the Heat Index (HI) is computed to exceed one hundred two (102) degrees Fahrenheit in the work area. The supervisor will monitor the safety of the employees.

(2) When the HI exceeds one hundred seven (107) degrees Fahrenheit, work in that environment will be redirected. If operational duties are required, water intake will be increased and work/rest cycles established.

17-5 WIND

Wind causes fatigue and other safety considerations, such as static electricity. Refueling/Defueling operations will cease when wind speed exceeds thirty-five (35) knots. Supervisors will monitor wind speed and ensure employees who show signs of fatigue are allowed to take a five (5) minute rest period away from the wind. During any fuel transfer operation, any visual or audible signal of excess static electricity will be interpreted to mean the potential of extremely hazardous conditions. The operation will be stopped immediately and corrective measures will be taken to prevent ignition and/or explosion.

17-6 SEVERE WEATHER

a. During an official Tornado Warning issued by the National Weather Service, employees will be allowed to take cover.

b. Personnel conducting outside activities will be allowed to take shelter when electrical storms (lightning) is determined to be within five (5) miles of their work site.

17-7 TDY SAFETY

When employees are sent to repair/retrieve an aircraft or other equipment out of commission at other than home station, management will give full consideration to the method, means, and the appropriate number of personnel by which such repair/recovery should be accomplished, to ensure both expeditious job accomplishment and safety of personnel.

17-8 SAFETY GLASSES AND PROTECTIVE CLOTHING

a. The Employer will furnish safety glasses, including prescription safety glasses, at no cost to the bargaining unit members whose duties require safety glasses. The requirement will be based on industrial safety standards. The employee will be responsible to furnish an eye glass prescription initially and thereafter on a bi-annual basis if required. Wrist supports will be furnished to Computer Operators, if requested.

b. All required protective clothing and equipment will be provided at no cost to the bargaining unit employee and will be replaced when unserviceable.

c. All bargaining unit employees who are issued protective clothing, equipment, and safety glasses are required to use those items, according to appropriate directives and regulations, in the performance of their duties.

d. Protective clothing which becomes soiled by toxic or hazardous materials, to the extent that they represent a safety hazard, will be cleaned, laundered, or replaced at no cost to the employee.

17-9 HAZARDOUS MATERIAL TRAINING

Employees who are required to handle materials or chemicals as part of their job will receive appropriate training as required by pertinent directives and regulations. Employees who work in areas where such chemicals or materials are used, but who do not handle these materials as part of their job, will receive a hazards briefing concerning these materials.

a. This training will be accomplished as soon as practicable after assignment to the work area, and prior to exposure to the hazardous materials.

b. This training will be documented.

17-10 INDUSTRIAL HYGIENE SURVEYS AND WORKPLACE ENVIRONMENTAL EVALUATIONS

A Union representative shall be granted official time to review the results of industrial hygiene surveys and workplace environmental evaluations, if requested.

17-11 PHYSICAL FITNESS

Technicians may be allowed three (3) hours per week to participate in a physical fitness program in accordance with the established policy of the Employer.

17-12 DUTY UNIFORMS

Uniforms will be provided to enlisted bargaining employees in accordance with, and in quantities authorized by, appropriate law, regulation, and tables of allowance. Uniforms should be requested via email or appropriate Service form, requests not actioned within 45 days may be subject to negotiated grievance procedures.

ARTICLE 18

HAZARDOUS DUTY AND ENVIRONMENTAL DIFFERENTIAL PAY

18-1 PURPOSE

The purpose of this article is to define situations under which Hazardous Duty (HDP) and Environmental Differential Pay (EDP) will be paid to employees. The HDP applies only to General Schedule employees and EDP applies only to Wage Grade employees. Specific procedures and guidelines are established in 5 CFR, Part 550 and 532 respectively.

18-2 MANAGEMENT/LABOR REQUIREMENTS

When the parties believe that a work situation warrants coverage, additions, changes, or deletions under a payable category, such information will be provided to the EDP/HDP committee. Management and labor will make every attempt to identify and see that all items are being dealt with and that every employee working under conditions covered under Part 532 or Part 550 are receiving appropriate EDP/HDP payments. Inputs in regard to an EDP/HDP situation will be accepted from all appropriate sources. Employees must take positive steps to report the situation, and if appropriate, initiate a request to establish an EDP/HDP situation. Management will take positive steps to report the situation, and initiate a request to establish an EDP/HDP situation.

18-3 RESPONSIBILITIES

Authorizations for these situations do not eliminate the continual responsibility of all concerned to initiate positive actions to eliminate or reduce danger and risk which contribute to, or cause, the hazard, physical hardship, or working condition.

18-4 EDP/HDP COMMITTEE RESPONSIBILITIES

The EDP/HDP Committee will normally meet within thirty (30) days upon receipt of an EDP/HDP situation. The HRO will provide a response in a timely manner. The Committee will meet at least once each year for an annual EDP/HDP Review.

ARTICLE 19

WORK REQUIREMENTS

19-1 MEDICAL REASSIGNMENT

If an employee is unable to perform all or part of their assigned duties for medical reasons, the employee may voluntarily request reassignment to another position for which qualified and medically fit to perform. The request will be accompanied by a certificate signed by a medical doctor, giving full evidence of physical/mental condition of the employee, the need for reassignment, and the specific range of duties the employee is able to perform along with the work tolerance limitations of the employee.

19-2 U.S. GOVERNMENT IDENTIFICATION

Identification cards will be issued by the Employer.

ARTICLE 20

NEW EMPLOYEE ORIENTATION PROCEDURES

20-1 PROCEDURE

The Employer will establish procedures for orientation of new employees.

20-2 ORIENTATION CHECKLIST

- a. A checklist will be used to cover all items of which new employee must be made aware.
- b. New employees in the unit, as part of their orientation process, will be advised of their unrestrained right to join or not to join the Union and of the existing agreement. A link to the online location of the contract and a complete list of the officers and representatives of the Union (furnished by the Union) which contains phone numbers and work areas will be given to all new employees in the unit at the time of their orientation.

20-3 UNION INTRODUCTION

After the new employee has been briefed by the Employer, the new employee shall have the opportunity, if they desire, to meet with a Union representative prior to completion of the orientation. The purpose of this meeting shall be limited to discussion of the labor contract and statutory representation rights. No internal union business, to include recruiting, shall be conducted. The meeting will take place on official time. If the new employee elects not to meet with a Union representative it will be noted on the checklist.

ARTICLE 21

EMPLOYEE PROGRAMS

21-1 GENERAL

The parties recognize the importance of programs established for the welfare of employees. The Employer and the Union agree to encourage employee participation in appropriate programs. The Employee Assistance Program (EAP) is available 24/7/365 to assist Title 5 employees and their families by contacting Magellan Healthcare at 1-866-580-9046 or on their website at www.magellanascend.com. Title 32 Dual Status employees are encouraged to contact Military OneSource by calling 1-800-342-9647 or on their website at www.militaryonesource.mil. Additionally, Federal employees may obtain initial assistance through the NENG Chaplain, Sexual Assault Coordinator, Director of Psychological Health, or the Social Worker. On-going assistance should occur outside the employee's normal tour of duty.

ARTICLE 22

EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

22-1 POLICY

The Nebraska National Guard Equal Employment Opportunity (EEO) Affirmative Action Plan establishes the requirements of national policy and federal law. It assures Equal Employment Opportunities in every aspect of personnel policy and practice in employment, development, promotion, and treatment of National Guard employees. The Employer and the Union agree to cooperate to the fullest in providing equal employment opportunity for all qualified applicants and employees and to prohibit discrimination because of race, color, gender, gender identity, religion, national origin, age or disability (physical and/or mental). Both parties agree to promote and support all programs for equal employment opportunity through a positive and continuing effort.

22-2 DISCRIMINATION COMPLAINT PROCEDURES

Any bargaining unit employee who believes they have been discriminated against in any matter because of race, color, gender, gender identity, religion, national origin, age or disability (physical and/or mental) may file an informal grievance. If the informal grievance is not resolved, the employee may then file an EEO complaint through the regulatory procedures by contacting the State Equal Employment Manager (SEEM) or an EEO Counselor within forty-five (45) calendar days of the occurrence of the alleged act of discrimination, the effective date of the alleged discriminatory personnel action, or the date the complainant knew or reasonably should have known of the discriminatory act or personnel action.

22-3 COMPLAINTS ALLEGING SEXUAL HARASSMENT

a. The Employer and the Union agree that sexual harassment in the workplace will not be condoned. Any reported cases of sexual harassment will receive prompt and positive action.

b. Any bargaining unit employee who feels they have been the victim of sexual harassment may file a complaint following the procedures of Article 22-2.

ARTICLE 23

WAGE SURVEY

23-1 LABOR ORGANIZATION PARTICIPATION

Management agrees to participate as the coordinating office on any Coordinated Wage Survey when representation is requested by the lead agency.

ARTICLE 24

UNION PHYSICAL RESOURCES

24-1 OFFICE

The Employer will provide the Union with an office area, which is environmentally supported similar to the rest of the building.

24-2 TELEPHONE

Access to Defense Switched Network (DSN) telephone service will be provided by the Employer. The Union is responsible for installation, maintenance, and all other associated costs of telephone service/fax requirements.

24-3 FURNITURE/EQUIPMENT

The Union shall be afforded the opportunity to screen excess office furniture and equipment located at NEARNG/ANG, and utilize available furniture and equipment.

24-4 BULLETIN BOARDS

- a. The Employer will provide bulletin board privilege at each installation which employs three (3) or more bargaining unit members for the exclusive use of the Union. No information will be posted which is damaging to the morale or well-being of the entire work force or which is derogatory or scurrilous in nature. The size of the bulletin board space will be 3.5 feet x 4.0 feet.
- b. The Union is responsible for maintaining bulletin board space in an orderly condition.
- c. All costs incidental to the preparation and posting of materials will be borne by the Union and such work shall be accomplished during nonduty hours.
- d. Union officials or designated representatives are the only personnel authorized to post or remove material from the bulletin boards.
- e. If the allowed space is not available or there is no "consolidated" bulletin board in the facility or building, the Union may place one (1) 3.5 feet by 4.0 feet bulletin board per building.
- f. Violation of this Article, concerning the materials posted to the Union bulletin boards, could be grounds for revocation of the privilege, following negotiations between the HRO and the Union.

24-5 COPIER USE

The Employer agrees to allow Union representatives limited use of existing copier equipment for representational functions only. The Union will furnish their own paper.

24-6 DISTRIBUTION

The Union shall have access, in accordance with applicable directives, to the use of interoffice mail, email, and messenger service at each activity for correspondence between Union and Management officials.

ARTICLE 25

PAYROLL DEDUCTION

25-1 WITHHOLDING FORM SF1187

The standard form for dues deduction will be supplied by the Union and will be used as the authorization of payroll deduction for dues.

25-2 PROCESSING

The completed SF 1187 will be provided to the Human Resources Office – Labor Relations Specialist by the Union for verification of bargaining unit eligibility.

- a. The SF 1187 will be completed and certified by the Union as to the applicable amount of withholding of base pay and that the member has been advised of the contents of the form.
- b. The SF 1187 may be submitted at any time. The effective date for withholding will start the first pay period beginning after the submission of the form to the Civilian Pay Office. Adjustments to dues allotments will occur annually, within two (2) pay periods following the general schedule pay raise for general schedule employees and the wage employee pay raise for the wage employees.

(1) It is agreed that when an employee, who is otherwise eligible for dues withholding, is in a nonpaid status for an entire pay period, no dues deductions will be made from future earnings to cover that particular pay period, nor will the employee concerned be required to deposit with the Comptroller the amount which would have been withheld had they been in a pay status during the pay period in question.

(2) It is the individual's responsibility to maintain dues payments, if the employee so desires, in order to protect Union associated insurance, or other Union benefits

25-3 DUES REVOCATION

- a. A bargaining unit employee may request revocation of the allotment for union dues, providing at least one (1) year has elapsed since dues withholding began, by submitting a completed SF 1188 to the Human Resources Office – Labor Relations Specialist.
- b. An allotment shall be terminated using a SF 1188, initiated by the employee, when they leave the bargaining unit as a result of any type of separation, transfer, or other personnel action; upon loss of exclusive recognition by the Union; when the agreement providing for dues withholding is suspended or terminated by an appropriate authority outside DoD; or when the employee has

been suspended from the Union.

ARTICLE 26

PERSONNEL FACILITIES

26-1 TOOLS

Management agrees to provide each employee the authorized tools required to perform assigned duties. The employer agrees that a reasonable effort will be made to have the employee present at inspection or opening of their assigned toolboxes.

26-2 PERSONNEL LOCKERS

If requested, each bargaining unit employee will be furnished locker space to store personal protective equipment, hazardous duty clothing, and inclement weather gear which is required for the performance of their duties. The Employer agrees that a reasonable effort will be made to have the employee present at inspection of their lockers.

ARTICLE 27

EXECUTION, EFFECTIVE, AND EXPIRATION DATES; AUTOMATIC RENEWAL; MID-TERM AND MID-POINT BARGAINING; RELATION TO OTHER SOURCES OF LAW

27-1 EXECUTION DATE AND EFFECTIVE DATE

a. The parties completed negotiation of, and at least one representative of each party signed this agreement on, 14 June 2022, thereby executing this agreement. The Employer shall state the execution date on the cover of this agreement.

b. Unless the Agency Head Review (AHR) disapproves this agreement on or before 30 days from the date the agreement is executed, the effective date of this agreement shall be the earlier of (1) the date the AHR approves the agreement; or (2) the 31st day from the date the agreement is executed.

c. If the AHR disapproves this agreement on or before 30 days from the date the agreement is executed, the effective date of this agreement shall be the earlier of (1) the date on which the disapproval is finally invalidated by decision of the FLRA or a federal court; or (2) the AHR approves a revised version of this agreement.

d. In the event that a particular article or section of an article is not approved by the AHR, the remainder of the agreement shall take effect as provided by law. The articles or sections of an article not approved by the AHR, shall later be incorporated as negotiations or appropriate remedies dictate and they are subsequently approved by the AHR.

e. The Employer shall state the effective date on the cover of this agreement.

27-2 AGREEMENT DURATION

- a. This Agreement shall expire three (3) years after the approval date of the Agency.
- b. The terms of this Agreement may be extended beyond the expiration date:
 - (1) In one year increments based on mutual agreement of the parties; and
 - (2) During a period of declared National or State emergency by the mutual consent of the parties.
- c. If extended, Agreement must undergo an AHR.

27-3 AGREEMENT AMENDMENTS/SUPPLEMENTS

This Agreement may be subject to amendments or supplements by the parties during the agreement lifetime by mutual consent of the parties.

- a. A request for an amendment or modification of this Agreement by either party shall be made in writing setting forth the need or reason for the proposed changes and a summary of the changes.
- b. Representatives of the Employer and the Union will meet within thirty (30) days to commence negotiating the proposed amendment or modification, unless a later date is mutually agreed upon. No changes other than those specified in the summary will be considered.
- c. Approval of an amendment or modification to the Agreement will be accomplished in the same manner as provided for approval of the basic Agreement.

27-4 AGREEMENT RELATIONSHIP TO LAWS AND REGULATIONS

A provision of this agreement is valid to the extent it does not conflict with the Constitution of the United States, a federal statute, a rule or regulation implementing 5 U.S.C. § 2302, or a government-wide rule or regulation that was prescribed on or before the effective date of the provision.

27-5 NEGOTIATING A NEW AGREEMENT

No earlier than ninety (90) calendar days and no later than thirty (30) calendar days prior to the expiration of the current agreement, representatives of the Employer and representatives of the Association of Civilian Technicians will meet to initiate a Memorandum of Understanding establishing the ground rules for the conduct of negotiations.

GLOSSARY OF TERMS

Amendments: Modifications to a Collective Bargaining Agreement to add, delete, or change portions, sections or articles of the Agreement.

ANG, NEANG: The Nebraska Air National Guard

Appraisal: The process by which employees are informed of how their performance compares against established Job Objectives, resulting in final performance appraisals at the end of the established appraisal period.

ARNG, NEARNG: The Nebraska Army National Guard

Collective Bargaining: The performance of the mutual obligation of the representative of the agency and the exclusive representative of the employees in an appropriate unit in the agency to meet at reasonable times and to consult and bargain in a good-faith effort to reach agreement with respect to the conditions of employment affecting such employees and to execute, if requested by either party, a written document incorporating any collective agreement reached, but the obligation referred to in this paragraph does not compel either party to agree to a proposal or to make a concession. 5 U.S.C. §7103(a)(12)

Collective Bargaining Agreement: An agreement entered into as a result of collective bargaining between the Employer and the Union.

Conditions of Employment: Personnel policies, practices, and matters, whether established by rule, regulation, or otherwise, affecting working conditions, except that such term does not include policies, practices, and matters-

- a. relating to political activities prohibited under subchapter III of chapter 73 of this title (5 U.S.C.);
- b. relating to the classification of any position; or
- c. to the extent such matters are specifically provided for by Federal statute. 5 U.S.C. §7103(a)(14)

eOPF or electronic Official Personnel Folder: The official records and documents contained in an electronic file related to Technician employment under title 5, U.S.C.

Employee: An individual employed in an agency, or whose employment in an agency has ceased because of any unfair labor practice under §7116 of this title [5 U.S.C.] and who has not obtained any other regular and substantially equivalent employment, as determined under the regulations prescribed by the Federal Labor Relations Authority. 5 U.S.C. §7103 (a)(2)

Exclusive Representative: The Union which is certified as the exclusive representative of employees in an appropriate unit pursuant to 5 U.S.C. §7111.

Family Member: The definition of family member covers a wide range of relationships, including spouse; parents; parents-in-law; children; brothers; sisters; grandparents; grandchildren; step

parents; step children; foster parents; foster children; guardianship relationships; same sex and opposite sex domestic partners; and spouses or domestic partners of the aforementioned, as applicable.

Federal Labor Relations Authority (FLRA): As described in 5 U.S.C. §7104(a).

Federal Mediation and Conciliation Service (FMCS): U.S. government entity which provides services and assistance to agencies and exclusive representatives in the resolution of negotiation impasses. 5 U.S.C. §7119.

Formal Discussion: A meeting between one or more representatives of the agency and one or more of the employees in the unit or their representatives concerning any grievance or any personnel policy or practice or other general conditions of employment. 5 U.S.C. §7114 (a)(2)(A).

Labor Organization: An organization composed in whole or in part of employees, in which employees participate and pay dues, and which has as a purpose the dealing with an agency concerning grievances and conditions of employment, but does not include -

a. an organization which, by its constitution, bylaws, tacit agreement among its members, or otherwise denies membership because of race, color, creed, national origin, sex, age, preferential or non-preferential civil service status, political affiliation, marital status, or handicapping condition;

b. an organization which advocates the overthrow of the constitutional form of government of the United States;

c. an organization sponsored by an agency;

d. an organization which participates in the conduct of a strike against the Government or any agency thereof or imposes a duty or obligation to conduct, assist, or participate in such a strike. 5 U.S.C. §7103(4)

Military Technician (Dual Status): Formerly called excepted service technician. A Title 32 technician employed under 32 U.S.C. §709, who is required as a condition of employment to maintain membership in the Selected Reserve (reference National Defense Authorization Act for FY 98, Public Law 105-85.) Hold the military grade specified by the Secretary concerned for that position, and while performing duties as a military technician (dual status), wear the uniform appropriate for the member's grade and component of the armed forces.

Mission Requirements: Those requirements deemed necessary by the Commander in Chief, the Secretary of Defense, the Secretary of the Army, the Secretary of the Air Force, the National Guard Bureau (NGB), The Adjutant General, and his respective commanders to fulfill the unit's mission.

Performance Appraisal Program: The web-based tool that supports the performance planning and appraisal process.

Progress Review: An assessment describing an employee's year-to-date progress on Job Objectives.

Promotion: Promotion is the change of an employee; (1) to a position at a higher grade level within the same occupational series and pay schedule, or (2) to a position with a higher rate of basic pay in a different job classification system and pay schedule.

Reduction in Force: (RIF) Separation or downgrading of an employee by the agency for reasons such as lack of work or funds, abolition of positions or agency, reemployment or restoration rights, or cuts in personnel authorizations

Special Procedures: Special procedures will include instances such as national defense, natural disaster, pertinent severe weather, and high priority mission essential cases.

Supervisor: Also referred to as management, management official, or official is an individual employed by an agency having authority in the interest of the agency to hire, direct, assign, 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.

Supplements: Additional articles, negotiated during the term of a collective bargaining agreement, to cover matters not adequately covered by the agreement.

TDY/Temporary Duty: A trip to support the mission of the unit, or individual training in a civilian status. Routine TDY is designated as fourteen (14) calendar days or less. Extended TDY is designated as fifteen (15) calendar days or more.

ULP/Unfair Labor Practice: Behavior on the part of management or a Union prohibited under 5 U.S.C. §7116.

Union Official and/or Union Representative: Any accredited National Representative of the Union, the duly elected or appointed officials of the Chapter, including stewards.

NOTE: Chapter, Labor Organization and Union are used synonymously in the agreement.

Weingarten Rights: Employees rights during investigatory interviews.