

AGREEMENT BETWEEN

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The Adjutant General  
of Nebraska

and

Nebraska Chapter #88  
The Association  
of Civilian Technicians

Effective Date: 5 AUG 2015

Approved by the Department  
of Defense on: 3 SEP 2015



# **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 5th day of AUG, 2015.

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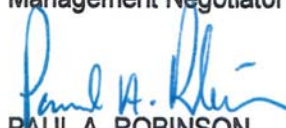
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# ARTICLE 1

## 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 APPLICATION

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 Technicians 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 U.S. Code, the Union is the exclusive representative of all Civilian Technicians in the bargaining unit.

**INCLUDED:** All Nebraska Army and Air National Guard, permanent and indefinite Civilian Employees employed by the Nebraska National Guard. Temporary employees with continuous employment of one hundred twenty (120) cumulative days, or more.

**EXCLUDED:** All managerial and supervisory employees, to include those employees involved with Federal personnel work in other than purely clerical capacity.

#### 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 and that this Contract represents the parties' full, final, and complete agreement on all aspects of the topics included in the Agreement for the life of the Contract. The purpose of the parties in entering into this 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 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 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. Code

Chapter 71 of Title 5 U.S. Code, 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. In addition, the employee is not precluded from:

a. Being represented by an attorney or other representative, other than the Union, of the employees own choosing.

b. Exercising grievance or appellate rights established by law, rule or regulation except in cases of negotiated grievance or appeal procedures, negotiated within this procedure.

#### 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 agency website, and the Employer will make a hard copy available to each new employee hired.

## 1-8 GENDER REFERENCES

It is agreed that for the purpose of this agreement, reference to the word "he/his" is intended to include both the masculine and feminine genders, unless otherwise specifically addressed therein.

## 1-9 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

### 1-10 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 Technicians in the bargaining unit. The Union is responsible for representing the interests of all Civilian Technicians of the bargaining unit it represents without discrimination and without regard to Union membership.

### 1-11 REPRESENTATION RIGHTS

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

a. Any examination of an employee in the bargaining 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 the representation.

b. When the Employer interviews employees in preparation for an unfair labor practice hearing and an arbitration proceeding, the Employer will inform the employee who is being questioned 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

### 1-12 INDIVIDUAL RIGHT TO REPRESENTATION

A civilian employee is not precluded from:

a. Being represented by an attorney or other representative, other than the Union, of the employees own choosing; or,

b. Exercising grievance or appellate rights established by law, rule or regulation; except in the case of grievance or appeal procedures negotiated within this agreement.

### 1-13 EMPLOYEE RIGHTS

The Union will not interfere with, restrain, or coerce any employee in the exercise of his/her rights under law. The Union will not coerce, discipline, fine, or attempt to coerce a member of the Union as punishment, reprisal, or for the purpose of hindering or impeding the member's work performance or productivity as an employee, or the discharge of the member's duties as an employee. The Union will not discriminate against an employee with regard to the terms or conditions of membership in the Union on the basis of race, color, creed, national origin, sex, age, political affiliation, marital status or handicapping condition.

## SECTION IV - MANAGEMENT RIGHTS AND RESPONSIBILITIES

### 1-14 MANAGEMENT RIGHTS

Management officials retain the following rights

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

b. In accordance with applicable laws--

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

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

(3) With respect to filling positions, to make selections for appointment from –

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

(b) Any other appropriate source; and

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

c. Nothing in this agreement should preclude, at the election of the agency, the parties from negotiating matters with respect to the number, types, and grades of positions of employees assigned to an organizational subdivision, work project or tour of duty; or the technology, methods and means of performing work.

## SECTION V – GENERAL

### 1-15 PROCEDURES AND APPROPRIATE ARRANGEMENTS

Nothing in this agreement shall preclude the parties from negotiating procedures which the Employer will observe in exercising any authority in carrying out the above rights. Nothing in this agreement precludes negotiating appropriate arrangements for employees adversely affected by the exercise of any authority of the above rights by the Employer.

### 1-16 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.

### 1-17 CONTRACT ENFORCEMENT

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

### 1-18 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. Meetings of bargaining unit members to discuss specific topics will be requested and approved in writing through the Human Resources Officer or his designee. Such meetings will not interfere with the Unit Mission.

## 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

The Employer agrees to furnish the Union the most current printed 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, the supervisor will consult with the steward on matters which affect the conditions of employment.

#### 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 REPRESENTATION DURING EMPLOYEE TDY

In the event of a TDY, when there is a requirement for employees to participate, an official of the Union may be designated to serve as a point of contact for the participating bargaining unit member(s). This representative will be responsible to assist the member(s) to secure information relative to personnel problems experienced during the course of the TDY. The designated representative will have the authority to bring such concerns to the attention of the designated mission supervisor for resolution. When a problem or concern surfaces during the TDY which cannot be resolved, it may be processed using the negotiated grievance procedures upon return to home station. Such concerns will be included in the post-duty report for further review and evaluation.

#### 3-4 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 OFFICIAL TIME

a. Union officials will be granted official time, for periods when they would otherwise be in a duty status, to perform or participate in official Union activities as provided for in this section in accordance with Chapter 71, Title 5 USC, § 7131.

b. Official time will be granted in accordance with the Statute and applicable directives. Union representatives will notify their immediate supervisors, when available, and obtain concurrence prior to leaving their assigned area. In determining whether to grant official time,

the supervisor must consider the work load requirements and the urgency of the request for official time. If the request is in reaction to a sensitive issue, which requires an immediate response, the supervisor will make every effort to grant the request immediately, or as soon as possible. If permission is delayed, the supervisor will give the reason for the delay. Official time activities include the following:

(1) Union stewards and representatives conferring with employees and/or supervisors on grievances and other matters relating to conditions of employment. The recognized Union stewards at the locations they are authorized to represent, or in their absence, duly appointed alternates, will be granted official time to investigate, prepare, and present grievances, Unfair Labor Practices (ULPs), and other employment related complaints.

(2) When appearing at third party hearing proceedings, Union representatives on official time shall not exceed the number of individuals representing the Employer for such purposes.

(3) A reasonable amount of time shall be given to appropriate Union representatives for the purpose of receiving information or orientation relating to matters of mutual concern.

(4) Union officials and stewards will be given official time to attend training sessions conducted by the Nebraska National Guard pertaining to matters of mutual concern to the Association and the Employer.

(5) Union officials, when representing federal employees by visiting, phoning and writing to elected officials or their representatives about the working conditions or concerns of employee(s) represented by the labor organization.

(6) Reasonable time will be allowed for union officials and employees to change clothes prior to and subsequent to the situations contained in c. and d. below.

c. When authorized official time, Union officials will not be required to wear the military uniform while performing in their official capacity.

d. Employees in the Bargaining Unit will not be required to wear the military uniform while appearing as a grievant or witness in any third-party proceeding.

#### 4-2 REPRESENTATIVE TRAINING

Official time for union officer and steward training will be granted as follows: Officers will be granted up to ten (10) calendar days per individual; stewards will be granted up to five (5) calendar days per individual per calendar year; not to exceed one hundred sixty (160) cumulative calendar days, per calendar year, for all officer/steward training. Approved official time will be used for Union training, or outside training programs. It is understood that this training will be of mutual concern to management and the employee as a representative of the Union. The Union will request this leave by letter, including the Chapter endorsed agenda of the training, for approval by the HRO. HRO will provide a copy to each labor representative's supervisor. Travel to and from an approved training program will be included in the official time granted for that training. All travel and any other related expenses associated with union officer/steward training will be at no expense to the government.

#### 4-3 ADDRESS AND CORRESPONDENCE

Union officials, performing statutory representational duties, should be addressed by their appropriate employee title, or Mr., Miss, Ms., Mrs., etc. Correspondence, pertaining to representational issues, from Management to Union officials, should be similarly addressed. Correspondence to Management officials from Union officials will use appropriate military titles.

### ARTICLE 5

#### IMPACT BARGAINING

##### 5-1 APPROPRIATE MATTERS FOR IMPACT AND IMPLEMENTATION BARGAINING

Management and the Union, through designated representatives, shall meet when appropriate and confer in good faith as to the source, substance and implementation of changes to personnel policies and practices and matters affecting working conditions. Some examples of working conditions include vending machines, parking, leave policies, heating, and air conditioning, work schedules, safety conditions and movement of furniture. Such meetings will take place prior to implementation of a proposed management action.

##### 5-2 MANAGEMENT INITIATED CHANGES AFFECTING WORKING CONDITIONS

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 impact and implementation bargaining. (For flow chart, see appendix A)

##### 5-3 MEETINGS

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

b. Within the authority to do so, the Employer agrees not to make changes in personnel policies, practices, and working conditions, without prior discussion with the Union.

## ARTICLE 6

### LABOR MANAGEMENT FORUM

#### 6-1 GENERAL PROVISIONS

Labor Management Forums will create Labor Management Committees (LMC) to help identify problems and propose solutions to better serve the public and agency mission, Per executive order 13522. The Employer and the Union agree to establish a LMC. The LMC should:

a. Have an equal number of representatives on each side.

(1) Union representatives will be designated by the Union president.

(2) Official time under 5 U.S.C. §7131 will be authorized for the designated number of Union representatives.

(3) Agency representatives will be designated by The Adjutant General.

b. Meet annually or more if needed. Meetings should be limited to one and one-half hours. (Time limits can be modified by the mutual agreement of both parties)

c. Distribute an agenda or list of topics to be discussed to members of the committee no less than five (5) days prior to the meeting. The agenda should be limited to a pre-determined number of items per party. Topics not on the agenda will not be discussed, but shall be placed on the agenda for the next meeting. (May be waived by mutual agreement of both parties in extenuating circumstances). The agenda shall include the topic and a brief description of the issue.

#### 6-2 NON-COMMITTEE TOPICS

a. The LMC's function is not to bypass the grievance procedure or any aspect of the collective bargaining agreement. Topics that will not be discussed in the LMC include:

(1) Any topic covered by the provisions of the collective bargaining agreement.

(2) Any topic that proposes any change in the language of the current bargaining agreement.

(3) Active Grievances.

b. Management's rights under 5 U.S.C. §7106 (a) and §7106 (b)(1) will not be discussed in the LMC beyond the pre-decisional level.

## ARTICLE 7

### GRIEVANCE PROCEDURES AND ARBITRATION

#### SECTION I - GRIEVANCE

##### 7-1 GENERAL

a. A grievance is any complaint by any Employee, the Labor Organization, or Agency concerning:

(1) The effect of Interpretation, or a Claim of Breach, of the collective bargaining agreement; or

(2) 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. The Employer and the Union agree that normal day-to-day discussions between employees and supervisors are the most constructive means of developing effective work relationships. This procedure provides a means for the prompt and orderly consideration and resolution of employee grievances.

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

e. An employee's TAGNE Form 904-1 will not be disclosed to any 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.

##### 7-2 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. Actions covered by the statutory appeals procedure contained in Section 709(f), Title 32, USC.

### 7-3 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) to the appropriate supervisor without the assistance of the Union, adjustment of the grievance(s) may not be inconsistent with the terms of this Agreement.
- b. Employees may be represented by the Union or choose to represent themselves in any grievance(s). Both the employee and the representative, if the representative is an employee in the NENG, will be given official time to investigate, prepare and present the grievance(s).
- c. Union stewards shall normally be utilized in their geographic area, if it is in the best interest of either party , another steward may be authorized to perform representative duties with notification of the LRS or HRO. Personnel not appointed by the Union as officers or stewards will not be allowed to perform official representational functions, nor will they be allowed the use of official time. The Union may appoint bargaining unit representatives telephonically with the appointment to be accomplished, in writing, within ten (10) workdays.
- d. The Union agrees to appoint Union officials consistent with the terms of this Agreement. In those instances where the appointed official is not available, the Union may appoint an alternate official to act on its behalf with notification of the LRS or HRO.

### 7-4 TIME LIMITS

- a. Any grievance not taken up within Twenty (20) workdays after the occurrence of the matter out of which the grievance arose 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 Employer to observe the time limits shall advance the grievance to the next step.

## 7-5 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 at the level at which it was suspended.

## 7-6 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. If representation is not desired, the employee must so indicate. Prior to the meeting between the supervisor and the employee, it is the employee's responsibility to inform the Union. Matters not included in the Step 1 grievance shall not be addressed at a subsequent Step for the same grievance. 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 in writing within five (5) workdays from the date of receipt of the verbal decision to the next supervisor who has resolution authority. This supervisor will meet with the first-line supervisor, the grievant, and the Union representative within five (5) workdays. If representation is not desired, the employee must so indicate. A written decision will be furnished to the grievant within five (5) workdays after the meeting.
- c. Step 3 (formal) - If the grievance is not resolved at Step 2, the grievance shall be referred by the grievant to the Wing Commander (ANG) or Chief of Staff (ARNG) within five (5) workdays after receipt of the decision in Step 2. The Wing Commander or Chief of Staff shall meet with the grievant, the Union representative, and the supervisors concerned within five (5) workdays after receipt of the grievance. 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 or after mediation. TAG will meet with the employee and the Union representative to discuss the grievance. TAG will review the grievance and will render a decision within fifteen (15) working days. 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) 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.

## 7-7 UNION INITIATED GRIEVANCES

Union grievances which name the Chief of Staff (ARNG), Wing Commander (ANG), or HRO as respondent, will be processed utilizing Steps 3, 4 and 5 of the procedure detailed in section 7-6. Grievances which name TAG as respondent will be processed utilizing Steps 4 and 5 of the procedure detailed in section 7-6.

## 7-8 CANCELLATION OF GRIEVANCES

A grievance can be cancelled under the following conditions:

- a. At the written request of the aggrieved employee;
- b. Upon termination of the 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 employee, unless the grievance involved a matter of monetary entitlements to beneficiaries; or
- d. If the employee or the Union does not proceed with the advancement of the grievance as outlined in section 7-4 and 7-6 above.

## SECTION II - ARBITRATION

### 7-9 POLICY

The Union or the Employer may invoke binding arbitration. 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.

### 7-10 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 the filing of request for arbitration.

### 7-11 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, then 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.

#### 7-12 PAYMENT OF FEES

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

#### 7-13 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.

#### 7-14 ARBITRATION DECISIONS

The arbitrator will be requested by the parties to render a decision as quickly as possible after the conclusion of the hearing. 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.

#### 7-15 EXCEPTIONS TO AWARD

It is agreed that either party may file exceptions to the arbitrator's award with the Federal Labor Relations Authority (FLRA) under regulations prescribed by the Authority. If no exception to the arbitrator's award is filed during the thirty (30) day period beginning on the date the arbitrator's award is served on the filing parties, the award shall be final and binding.

#### 7-16 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 8

#### DISCIPLINE AND ADVERSE ACTION

##### 8-1 GENERAL

a. This article applies to matters of conduct only. All disciplinary and adverse actions will be administered in accordance with TPR 715 and TPR 752, 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.

b. The parties recognize that there are two types of disciplinary actions, i.e. informal disciplinary action and formal disciplinary action. Where corrective action can be accomplished through closer supervision, oral admonitions, counseling, or warnings, formal disciplinary action may be avoided. Although normally the concept of progressive discipline should be followed, management will determine an appropriate course of action based upon the nature of the infraction. A logical disciplinary sequence might include counseling; warning; oral admonishment; letter of reprimand; suspension; change to lower grade; and removal.

c. In order to be effective, discipline must be timely.

## 8-2 NON-DISCIPLINARY ACTION

a. Counseling: Where non-disciplinary action is appropriate, counseling is appropriate in the first instance. Counseling is oral and is not recorded in the Supervisor's Work Folder on the TAG-NE Form 904-1, Supervisor's Employee Brief, for the technician.

b. Supervisors may counsel or warn an employee without consulting the HRO. TPR 752 should be reviewed and consulted prior to counseling or warning a technician.

c. Oral Admonitions: If after counseling the misconduct continues or is repeated, but non-disciplinary action is still appropriate, admonition is warranted. The admonition is written in the Supervisors Work Folder on the TAG-NE Form 904-1, Supervisor's Employee Brief, for the technician. The employee must be allowed to write on the brief his or her reply to the facts and reasons stated by the supervisor. If the employee replies orally and declines to reply in writing, the supervisor will write on the brief a summary of the reply. The supervisor 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 six months after the date of the admonition. Expungement eliminating all record of the occurrence of the admonition will be accomplished on that date absent continuation or repetition of the misconduct.

## 8-3 DISCIPLINARY ACTION

Disciplinary action consists of written letter of reprimands,

Letter of Reprimand. A letter of reprimand is a disciplinary action which makes a technician aware of a violation (e.g., insubordination, violation of agency rules). It can be issued when counseling, warning, and orally admonishing prove ineffective. It can also be used when the nature of the violation warrants more than counseling, warning, or an oral admonishment but does not warrant an adverse action. The letter of reprimand is normally issued by the first line supervisor.

a. A supervisor 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 him an opportunity to express views or provide explanations.

b. A letter of reprimand will, at the minimum, include: a description of the violation in sufficient detail to enable the employee to understand why the reprimand is being given; the reprimand will be filed as a temporary document in the electronic Official Personnel Folder (eOPF) not to exceed one year; a warning that further offenses could result in an adverse action.

c. A letter of reprimand must be cleared by HRO for procedural accuracy before issuance. TPR 752 should be reviewed for additional information.

#### 8-4 ADVERSE ACTIONS

There are only three types of adverse actions: (1) suspension; (2) change to lower grade, and (3) 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. After receipt of Proposed Adverse Action Notice, the employee or the Union representative will be given the opportunity to reply to the charges, in writing, or in person, to the deciding official. The effective date of adverse action will be as follows: for suspensions and changes to lower grade, not less than fifteen (15) calendar days from the date of the Notice of Original Decision; for removals, not less than thirty (30) calendar days from the date of the Notice of Original Decision. Unless the individual is on a temporary appointment, a trial or probationary period or if the individual has voluntarily ceased to be a member of the National Guard when such membership is a condition of employment, are not entitled to the thirty (30) calendar day time period.

c. If an employee appeals an adverse action through the appropriate agency appeal procedures, the adverse action may be stayed pending the final decision of TAG. Penalties will not be stayed where the employee's continued presence at work constitutes a serious detriment to life, government property, government interests, or to himself or other employees.

d. 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.

(5) Issue final decision.

e. Each of the five steps are addressed in TPR 752. 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.

f. An adverse action must be cleared by HRO for procedural accuracy before issuance. TPR 752 should be reviewed for additional information.

g. Except when the Employer is removing an employee for a crime IAW Title 5 C.F.R. §752.404 (d)(1) and (2), employees will be given at least thirty (30) calendar day notice of proposed adverse action, signed by the individual proposing the action. The employee or the representative will be given the opportunity to reply to the charges, in writing and/or in person, to the reviewing official.

## 8-5 REPRESENTATION

a. If an employee reasonably believes an interview or examination by a supervisor may lead to disciplinary or adverse action, the employee has the right to request Union representation. Management will inform the employee of their right to Union representation. Once an employee makes a valid request for representation, the burden shifts to the supervisor 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 supervisor 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. The employee may waive, in writing, any representation.

## 8-6 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 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. If employee refuses initial, supervisor 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.

## ARTICLE 9

### MERIT PROMOTION AND INTERNAL PLACEMENT

#### 9-1 AUTHORITY

a. Promotions within the Nebraska Army and Air National Guard will be administered in accordance with federal law, U.S. Office of Personnel Management regulations (5 C.F.R. Part 335), National Guard Bureau regulations (TPR 300), and the Nebraska National Guard Merit Placement and Promotion Plan (NE TPR 335) and this article. Conflicts between this article and appropriate regulations will be resolved in accordance with Article 29-4 of this contract.

b. This article will apply when a vacant full-time support position has been identified for fill by bargaining unit employee eligible personnel.

c. Management retains the right to determine the initial area of consideration for full-time support positions. In doing so, management should consider the number of available candidates when determining the area of consideration. Management also has the responsibility to ensure that the exercise of this right does not violate merit placement principles or prohibited personnel practices.

#### 9-2 PURPOSE

a. To provide a means of promotion for all bargaining unit employees by giving first consideration to on-board bargaining unit employees within the work force, and to provide procedures that will ensure each employee receives consideration for bargaining unit positions for which they apply and are qualified.

b. To present for the employer's consideration highly qualified applicants.

c. To give employees consideration for higher level bargaining unit positions.

d. To provide career opportunities for employees to improve their performance and maximize the potential of their knowledge, skills, and abilities.

e. To ensure employee vacancies will be filled on the basis of merit and job related factors.

#### 9-3 EXCEPTION TO COMPETITIVE PROCEDURES

Certain employee placement actions provide the authority for qualified candidates to be placed in a position without competition. These actions are, but not limited to:

a. Promotion due to the issuance of a new classification standard, or correction of a classification error, provided that all incumbents are to be affected equally.

- b. Promotion resulting from an employee's position being reclassified to a higher grade because of additional duties and responsibilities.
- c. Placement of over-graded employees entitled to grade retention as a result of reduction-in-force (RIF) or reclassification action.
- d. Promotion when competition was held earlier (i.e., position is advertised with known promotion potential or a trainee position).
- e. Re-promotion to the same grade or an intervening grade of a position from which an employee was demoted without personal cause and not at his or her own request.
- f. Position changes required by reduction-in-force regulations.
- g. Position change to a position having no known higher promotion potential.
- h. Temporary promotion of one hundred twenty (120) days or less.
- i. Detail to higher graded position or to a position with known promotion potential for one hundred twenty (120) days or less.
- j. Selection of a former employee from the reemployment priority list for a position at the same or lower grade than the one last held. This provision is applicable to those who have lost employment within the past two (2) years in accordance with (5 C.F.R. Part 352).
- k. Reemployment in accordance with the Uniform Services Employment and Reemployment Act (USERRA).
- l. Priority Placement under the DOD Program for Stability of Civilian Employment.
- m. Temporary appointments with a "not to exceed" date.

#### 9-4 INDEFINITE POSITIONS

- a. Appointments with indefinite time limitations will be announced and filled using the procedures within this article and NE TPR 335. Indefinite appointments may arise when the need for an individual would normally exceed more than a year or when funding for the position may not continue.
- b. Should management exercise their right to convert an indefinite position to permanent status, the incumbent may be converted without further competition. The employee however, must have received the indefinite appointment through the competitive process and the advertisement must have stated that the indefinite position had the possibility of converting to permanent status.

## 9-5 VACANCY ANNOUNCEMENTS

As a minimum, the vacancy announcement will contain the following information:

- a. Title, series, grade, and salary range of the position.
- b. Type of appointment – dual status or non-dual status.
- c. Military requirements such as grade (officer, warrant officer, enlisted), ASVAB scores, minimum and/or maximum military grade and military compatibility for dual status positions only. Applicants do not have to be assigned to the position or possess the Branch/MOS/AFSC to apply or be considered for selection; however, they must meet military requirements prior to appointment or promotion.
- d. Within 30 days of appointment, individuals must meet the security clearance requirements for the position or submit the required documents to the Nebraska National Guard Personnel Security Manager for processing the appropriate investigation.
- e. Summary of duties and minimum qualification, general and specialized experience requirements.
- f. Organization and geographical location of the position.
- g. Information regarding known promotional potential, if any.
- h. Opening and closing dates and how to apply.
- i. Equal employment opportunity statement.
- j. Whether trainees will be accepted.
- k. Required application forms.
- l. Area of consideration.
- m. Any selective placement factors.

## 9-6 VACANCY POSTING

a. Vacancy announcements will be posted throughout the area of consideration, and will remain open for a minimum of fourteen (14) calendar days. Vacancy announcements will be posted to USA Jobs, <https://www.usajobs.gov/>, for viewing by individuals currently employed with the agency and those seeking employment. Announcements may be printed and posted on a bulletin board in each Nebraska National Guard facility.

b. A copy of all announcements will be provided to the Union President. A copy of each Air or Army announcement will be provided to the Union Vice President of each respective service.

## 9-7 AREA OF CONSIDERATION

The employer may elect to fill vacant full-time support positions from any appropriate source. Full-time support positions may be advertised to more than one area of consideration simultaneously. Should the employer elect to fill a vacant full-time support position with a non-dual status or dual status employee, the area of consideration for bargaining unit employee vacancy announcements will be:

- a. Area 1: Current permanent and indefinite technicians of the Nebraska Army or Air National Guard.
- b. Area 2: All Drill Status/M-Day members and temporary technicians of the Nebraska Air or Army National Guard.
- c. Area 3: Current military service members who are willing and eligible to become members of the Nebraska Air or Army National Guard.
- d. Area 4: All qualified candidates eligible and willing to become a member of the Nebraska Air or Army National Guard prior to the effective date of hire.

## 9-8 APPLICANT PROCEDURES AND RESPONSIBILITIES

- a. Individuals are responsible for familiarizing themselves with the provisions of this article and applicable regulations. Individuals are also responsible for ensuring that their applications are accurate and complete. An application is required for each vacancy announcement.
- b. The application is the document by which the individual's qualifications for the position is determined. It must, therefore, reflect the applicant's current and past employment data as well as all duty assignments, qualifications, and training. Complete and accurate data is essential to ensure fair evaluation of candidates. Applicants must specifically address the basic eligibility factors, including general and specialized experience, as stated on the vacancy announcement. Applications must include all job related experience. Applications will be submitted as follows:
  - (1) Applications must contain a clear and concise explanation of how the work experience meets the general and specialized experience required for the position. Failure to provide this may result in the applicant not receiving proper credit for their work experience.
  - (2) Applicants must submit college transcripts when substituting education for experience. Credit for post-secondary education will not be given unless transcripts are provided.
- c. It is an individual employee's responsibility to ensure that their application is submitted during extended TDY or mobilizations. The Technician Vacancy Announcements (TVAs) will be sent electronically via distribution to all users on the Army and Air servers. The TVAs will be placed on the HRO vacancy announcement website.



## 9-9 IDENTIFYING GENERAL AND SPECIALIZED EXPERIENCE

The employer will identify general and specialized experience by utilizing the NGB qualification standards. The HRO may consult with the selecting official regarding any determination and modification of required experience. The general and specialized experience requirements will be prepared prior to the advertisement of the position.

## 9-10 PROCESSING APPLICATIONS

a. Applications will be processed in accordance with the Merit Placement and Promotion Plan, (NE TPR 335).

b. Applications must be received by the closing date indicated on the vacancy announcement or it will not be considered. Applications will not be supplemented or modified after the closing date.

c. After the closing date, USA Staffing will determine whether the applicants meet basic eligibility requirements specified in the job announcements.

d. All applications will be reviewed by NENG HRO for completeness and to verify qualification status.

## 9-11 RANKING PANEL

a. The Human Resources Officer or designee may appoint a ranking panel of three (3) members to evaluate and rank candidates for placement/promotion when there are more than ten (10) fully qualified applicants within a designated area of consideration. However, the supervisor may elect to forego the ranking panel and interview all candidates.

b. Ranking panels will be IAW NE TPR 335. Any changes to NE TPR 335 will be coordinated with the union.

c. When a panel is required, all applications meeting the basic eligibility requirements will be presented for evaluation by the ranking panel. A point system as described below may be utilized to establish the grouping of candidates. A candidate's experience is rated in categories A, B, or C level (listed below) based upon experience listed on the vacancy announcements.

(1) "A" level (21-30 Points): Candidate possesses type and quality of experience that substantially exceeds the basic requirements of the position, including selective placement factors, and that would allow the candidate to perform effectively in the position almost immediately or with a minimum of training and/or orientation.

(2) "B" level (11-20 Points): Candidate possesses type and quality of experience that exceeds the basic requirement of the position, including selective placement factors, and that would allow the candidate to perform effectively in the position within a reasonable period of time (i.e., three (3) to six (6) months).

(3) "C" level (1-10 Points): Candidate satisfies the basic requirement of the position with respect to experience, including selective placement factors. However, type and quality of experience beyond that which is basically required are minimal, and/or extensive additional training/orientation may be required to enable the candidate to satisfactorily perform the duties of the position.

d. Credit is given for outstanding/excellent performance ratings and suggestion awards conferred at the next lower qualifying grade. The currency of the award or rating is also considered to assure that current qualifications are reflected. A maximum of six points may be credited for this factor. Points credited for performance or awards will be added to the rating for experience/education to determine the applicants' final score. Points are assigned as follows:

Age of Performance Rating or Award

	1 year	2 years	3 years
Outstanding Performance Rating	3	2	1
Excellent Performance Rating	2	1	0
Suggestion Award	1	0	0

e. The top five (5) applicants, arrived at through the evaluation process, will be listed as best qualified on the certificate of eligibles.

9-12 REFERRAL OF APPLICANTS

a. Qualified applicants will be referred, alphabetically, for consideration in the following order:

- (1) Fully Qualified Area 1 applicants (dual status or non-dual status as applicable).
- (2) Fully Qualified Area 2 applicants.
- (3) Fully Qualified Area 3 applicants.
- (4) Fully Qualified Area 4 applicants.
- (5) Trainee Qualified applicants.

b. Subsequent Areas of Consideration (Area 2, Area 3, Area 4, and Trainees) will be referred after the selecting official has interviewed, considered, and placed in abeyance applicants from the previous Area of Consideration in the referral order.

9-13 ACTION BY THE SELECTING OFFICIAL

a. Selecting officials have the right to select or not select any candidate referred to them. The selection process will be based on a number of considerations. Considerations will include: comparison of the abilities of each candidate; the interviewer's judgment concerning

the best qualified for the position to be filled, potential for advancement, and meeting the objectives of the employer's EEO policies.

b. The selection process should be completed within forty-five (45) days after receipt of the selection certificate. If for some reason the selection process is going to exceed the forty-five day (45) period, the employer will notify the Union as to the reason.

c. The selecting official will conduct a fair, impartial, and job-related interview for each candidate who is referred for consideration. If personal interviews are not possible, telephone interviews may be conducted.

d. Following the interview, a tentative selection may be made, or the supervisor may elect to not select. Written persuasive reasons for not selecting from a certificate of eligibles will be included in the supervisor's request to interview additional applicants. Upon acceptance by the HRO, the next certificate of eligibles will be submitted to the selecting official.

e. If after consideration of any certificate of eligibles, the selecting official determines that a previously considered applicant should be selected, the selecting official may do so by providing written persuasive reasons.

f. Should an employee not be selected for re-promotion to a previously held position, the employee may be given seven (7) days to rebut the written reasons given for non-selection. The vacancy will remain unfilled through the rebuttal phase.

g. The selecting official should ensure employees interviewed as a trainee are informed of the approximate duration of the training necessary to become fully qualified.

h. If a selection is made, the selecting official will so indicate and return the certificate of eligibles to HRO. If for some administrative reason the selection process cannot be completed, the selection package will be returned to the HRO.

i. Supervisors will forward interview documentation to the HRO.

## 9-14 RECORDS

The following records will be maintained in the HRO for a minimum of two years:

a. Copy of the vacancy announcement.

b. List of all applicants' names and unsuccessful applications.

c. Supervisor's interview documentation used to justify selection.

d. Forms used in the evaluation and rating process.

e. Referral and selection certificate signed by selecting official and endorsements by the supervisory chain of command.

- f. Records of cleared priority placement lists.

## 9-15 GRIEVANCES

a. An employee who believes that proper procedures were not followed may present a grievance in accordance with negotiated procedures. A grievance will not be considered when it is based solely on non-selection.

b. After preliminary review by the Union, the Employer, upon written request, will provide the Union access to the vacancy announcement records, in accordance with the Privacy Act. Confidentiality will be maintained by the Union.

## ARTICLE 10

### DETAILS AND TEMPORARY PROMOTIONS

#### SECTION I - DETAILS

##### 10-1 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. 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.

##### 10-2 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 by the supervisor on the employee's NGNE 904-1 and notification documenting the detail will be given to the employee.

#### SECTION II - TEMPORARY PROMOTIONS

##### 10-3 TEMPORARY PROMOTION

When the Employer requires the duties of a higher grade position, or one with known promotion potential within the bargaining unit, to be performed for greater than a thirty (30) calendar day period, the employee may be temporarily promoted if qualified by HR rather than detailed. A SF 52 will be submitted to arrive at HR no later than (3) working days prior to the

effective date of the temporary promotion. If the temporary promotion is to last for a period of one hundred twenty (120) calendar days or longer the Merit Promotion procedures will apply.

## ARTICLE 11

### JOB PERFORMANCE STANDARDS AND PERFORMANCE RATING

#### 11-1 INTRODUCTION

The Employer and the Union recognize the vital nature of the Performance Appraisal Application (PAA) process to the entire Nebraska National Guard. The effectiveness of the PAA system is a combined responsibility of each employee and their supervisor. Consideration when developing Job Objectives that may be taken into account include: fairness, equitability, objectivity, seniority, experience, and like duties. The PAA is available on Defense Civilian Personnel Database (DCPDS) at <https://compo.dcpds.cpms.osd.mil/>

#### 11-2 IDENTIFICATION OF MISSION GOALS AND JOB OBJECTIVES

- a. NGB TPR 430 and Nebraska supplemental 430 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 supervisor 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 PAA will be available to the employee when it is written and whenever a revision occurs.

#### 11-3 APPRAISAL PERIOD

- a. The appraisal period will be on an annual basis with the appraisal year; normally October 1 through September 30 each year.
- b. A minimum of one hundred twenty (120) calendar days of supervision and performance under the established Job Objectives is required before an appraisal can be rendered.
- c. Employees will receive a closeout assessment under their old Job Objectives when transferring jobs, provided a minimum of one hundred twenty (120) calendar days has elapsed under a specific supervisor and under an approved performance plan.
- d. A close-out assessment will be rendered when there is a change in the immediate supervisor, provided a minimum of one hundred twenty (120) calendar days has elapsed under a specific supervisor and under an approved performance plan.

#### 11-4 INTERIM PERFORMANCE REVIEW

- a. For the purpose of this agreement interim performance reviews will occur semi-annually and will be conducted by the supervisor. The review will be annotated in the DCPDS/PAA.
- b. If an employee experiences a delay in receiving their interim performance review, the employee is entitled to bring the matter to their supervisor's attention, or contact a Union representative.
- c. Employees will participate in the interim performance review sessions.
- d. The supervisor should not wait until the end of the appraisal period to make the determination that the employee's performance is not meeting standards.

#### 11-5 PERFORMANCE IMPROVEMENT PLAN

If an employee is not meeting performance standards, the supervisor 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 a timeframe for improvement.

#### 11-6 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 PAA, the employer will file a copy of the PAA in the Supervisor's work folder and forward a copy to HRO for placement in HRO file.

- a. At the end of the appraisal period the supervisor 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 supervisor's attention, or a representative of the Union.
- c. If the appraisal cannot be prepared on time, the supervisor will notify the employee of the delay. Appraisals will not be back dated.

#### 11-7 APPEAL PROCESS

- a. Employees may file an appeal in accordance with NGB TPR 430 and NE TPR 430.
- b. Bargaining unit employees who receive a rating of record of 2 or lower may file a grievance in accordance with article 7.

## 11-8 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.

## 11-9 PERFORMANCE INCENTIVES

Employees may be considered for an incentive award in accordance with TPR 451 or NE TPR 451.

## ARTICLE 12

### REDUCTION-IN-FORCE

#### 12-1 AUTHORITY

The employer is responsible for implementing a reduction-in-force. A reduction-in-force (RIF) will be accomplished in accordance with the procedures outlined in Military Department Regulation, Reorganization, Realignment and Reduction-in-Force, NE TPR 351; National Guard Bureau Technician Personnel Regulation (TPR) 351; and the specific terms of this Agreement.

#### 12-2 RIF PROCEDURES

The Employer agrees to negotiate appropriate arrangements for bargaining unit employees adversely affected by implementation of this article, in accordance with 32 USC §709(f)(3-4). This shall be accomplished by establishing a RIF committee to discuss the procedures that will be used to accomplish the RIF. Composition of the RIF Committee will be determined by representatives of the Union and Management.

##### a. Prior to RIF implementation

(1) Prior to conducting a RIF of bargaining unit employees, management should consider the following to eliminate or lessen the impact:

- (a) Hiring Freeze.
- (b) Release of Temporary Employees
- (c) Voluntary Separation Incentive Pay (VSIP), if appropriate funding is available.
- (d) Optional Retirement.
- (e) Voluntary Early Retirement Authority (VERA) if available .
- (f) Discontinued Service Retirement.

- (g) Voluntary Reassignment or RIF.
  - (h) Management Directed Reassignments to the same grade.
  - (i) Review of Manpower Change Request (MCR) and Mix of Force Code implementation.
  - (j) Change to Lower Grade.
  - (k) Furlough (if applicable or available).
- (2) Determine competitive areas or specific areas of the bargaining unit affected.
  - (3) Determine competitive levels.
    - (a) Supervisory positions will not be placed in the same competitive level as bargaining unit employees.
    - (b) Dual status and non-dual status employees will be placed in different competitive levels.

b. RIF Implementation

- (1) The employer will provide to the Union appropriate documents and correspondence relative to the RIF action. The Employer should also conduct briefings and/or town hall meetings, publish information about proposed changes, and distribute information about regulations and where they may be reviewed.
- (2) The Employer will issue a general notice, when required, that informs the workforce about anticipated organizational changes when specific information is unknown. The general notice will contain as a minimum:
  - (a) The competitive area.
  - (b) Performance appraisals will be frozen upon RIF notification date.
  - (c) The date that personnel actions, such as promotions, reassignments, and hiring within the bargaining unit, will be frozen.
  - (d) Point of contact for counseling (EEO/Military One Source/EAP).
  - (e) Proposed date and times for appropriate briefings and town hall meetings.
  - (f) Whether or not voluntary personnel actions will be considered.
- (3) The Employer will issue a specific written notice to each affected employee as far in advance as possible but not later than sixty (60) calendar days prior to the effective date of the



action. This notice will state specific actions and known alternatives to be offered to the individual.

c. Retention Register

(1) The retention register is a list of competing employees grouped by tenure I, II, and III in descending order. Within each tenure group, employees are listed in order of their retention standing. Those with the highest score will be listed first followed by those with lower scores. The retention register includes the name of each employee who:

(a) Holds a position in the competitive level

(b) Holds another position because of a temporary promotion from the competitive level

(c) Is detailed from the competitive level

(2) Tenure Groups

(a) Tenure Group I – Employees under permanent appointment who are not serving on a probation or trial period.

(b) Tenure Group II – Permanent employees serving on probation or trial period.

(c) Tenure Group III – Employees serving under an indefinite appointment.

(3) Technicians shall be classified on a retention register on the basis of their tenure of employment, performance, Service Computation Date (SCD), Technician Service Date (TSD), and in descending order as follows:

(a) By tenure Group I, Group II, and Group III, and

(b) Within each Group, add the points obtained in (1) and (2) listed below for a RIF score:

(1) The sum of the rating of record from the last three (3) official performance appraisals on file within DCPDS: Employees having less than three appraisals on file will be credited with a fully successful three points for each missing appraisal.

(2) Additional points will be assigned based off of TSD. One point for five 5 years, one point for ten 10 years, and one point for fifteen 15 years for a total of no more than three points.

(3) RIF actions would be performed on the lowest scores from this retention register.

(4) The first tiebreaker will be the technicians' SCD.

(5) The second tiebreaker will be the technicians' TSD.

## 12-3 PLACEMENT EFFORTS

a. REVIEW OF QUALIFICATIONS. Each technician's qualifications will be reviewed. In order to displace other technicians in occupied positions at the same or lower grade level, the HRO must determine that excess technicians are well qualified and can perform the duties without disruption of the work operations. When placed, technicians must meet all military compatibility requirements and be able to perform the duties of the job. The HRO may waive all technician qualification standards except mandatory education and military compatibility requirements for placement in vacant positions at the same or lower grade.

### b. PLACEMENT ACTIONS AND COMPETITION:

(1) The competitive procedures of the Merit Placement and Promotion Plan must be used for promotions to higher graded positions.

(2) Technicians who are displaced will receive placement offers or compete for occupied positions as follows:

- (a) Placement in vacant positions at the same grade or pay;
- (b) Competition for occupied positions at the same grade or pay;
- (c) Placement in vacant positions at lower grade levels or pay;
- (d) Competition for occupied positions at lower grade levels or pay.

c. If the order of release process identifies more than one technician for release, the HRO will place technicians with higher standings before those with lower standings. Technicians unable to be placed must be separated.

d. Out-placement assistance will also include contacts with other states, local federal activities, local government and private employers.

e. A reemployment priority list (RPL) will be established to document separation of individuals and to provide a tool for orderly reemployment consideration. A reemployment priority list contains names of individuals in tenure groups I and II who have been separated due to reorganization or reduction in force. The names are listed in order of tenure group and retention standing (highest to lowest) and will remain on the list for two years. Individuals will receive priority placement for all suitable vacancies at the same grade or representative pay rate of the former position. RPL registrants will also be queried about availability for positions at lower grades and in other commuting areas; however, their entitlement to reemployment is at the grade of the former position and in the same commuting area. Therefore, declination of reemployment opportunities at lower grades or outside the commuting area will not result in removal from the RPL. Qualified technicians in tenure group I will be referred before those in tenure group II. All qualified technicians will be referred for the supervisor's consideration and selection if the tenure group has more than one qualified RPL registrant. Individuals will be removed from the RPL if they decline an offer at the same grade or representative rate, request removal, or when the period of consideration expires. Technicians entitled to grade

retention in accordance with TPR 300 (335), will receive priority placement before RPL registrants.

f. Technicians who qualify may be registered for placement in other agencies through the DoD Priority Placement Program. Registration will be in accordance with DoD Manual 1400.201 M.

#### 12-4 APPEALS

a. An affected technician who believes that the provisions of governing regulations were improperly applied, may appeal the action to the state Adjutant General. The appeal must be in writing and be submitted no later than 30 days after receipt of the specific notice. The appeal must specifically state how the action failed to comply with the procedures in NGB or local regulations.

b. The appeal must be in writing and must include the following information:

(1) Name

(2) Position Title

(3) Series and grade

(4) Place of employment

c. The appeal must clearly state the reason the employee believes the action affecting him is inappropriate, and must show that the Employer failed to comply with the RIF procedures outlined in this Article (e.g., insufficient notice, improper tenure grouping, and errors in service computation date, and appraisal score).

d. The Adjutant General may extend the appeal time limit when the employee demonstrates he was not notified of a time limit and otherwise was not aware of it, or that circumstances beyond his control prevented him from appealing within the time limits.

e. The Adjutant General will issue a written decision to all affected parties and, where appropriate, direct corrective action. The Adjutant General's decision is final, and no other appeal opportunity exists. If an appeal results in the finding of an error that does not change the results of a placement action, the error will be corrected without returning the incumbent to his former position. If the appeal results in a determination that an error caused an incorrect placement action, corrective action may require the incumbent to return to his former grade and pay level or to one with similar duties, status, grade, and pay. The employee may also be reimbursed for all pay lost as a result of any improper action.

## ARTICLE 13

### POSITION DESCRIPTION

#### 13-1 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 that they are regularly performing duties outside the scope of the position description or that their position is inaccurately described, may request the immediate supervisor review of the position description.

b. When an employee disagrees with the classification of their position description, they may request a desk audit through their supervisor. HR personnel or a management official who has been delegated classification authority will conduct an audit of the employee's duties and responsibilities. Concurrent with notification of the employee, the Union will be provided a copy of the final results of the desk audit.

c. 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.

#### 13-2 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 14

### CLASSIFICATION ACTIONS

#### 14-1 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. The Union may make recommendations and present supporting evidence concerning the adequacy of standardized position descriptions or the application of position classification standards of positions held by bargaining unit employees. Management agrees to review the recommendations and advise the Union of the results of the review.

c. A bargaining unit employee will not be downgraded as a result of a local classification action until an onsite desk audit of the duties performed has been accomplished by the HRO. This audit shall take place before the effective date of the proposed action.

d. 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) Make available the Position Classification Standards or Job Grading Standards that were used to classify the position upon request.

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

#### 14-2 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 (1) 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 supervisor for an interview.

#### 14-3 POSITION UPGRADE

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

## ARTICLE 15

### BASIC WORKWEEK - HOURS OF WORK

#### 15-1 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 Impact and Implementation (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.

#### 15-2 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.

#### 15-3 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 (1) week in advance.

c. In cases of personal hardship, supervisors and individuals may develop alternative work schedules with the concurrence of the Wing Commander (ANG) or Chief of Staff (ARNG) or a designated management representative.

#### 15-4 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 the supervisor 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.

#### 15-5 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 each employee whose duties have been determined by the Employer to involve the performance of work under dirty conditions or work with toxic materials. A reasonable amount of time will be allowed employees for the storage, cleanup and protection of Government property, equipment, and tools prior to the end of the workday. Supervisors retain the right to assign work to employees during cleanup periods.

#### 15-6 PREMIUM PAY

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

#### 15-7 REST PERIODS

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

(1) The rest period may not exceed fifteen (15) minutes during each four (4) hours of continuous work.

(2) If the period from the beginning of the daily hours of work is less than four (4) hours, a rest period may be granted.

(3) The rest period may not be a continuation of the lunch period.

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

(1) Protection of an employee's health by relief from hazardous work or from that which requires continual and/or considerable physical exertion.

(2) Reduction of accident rate by removal of fatigue potential.

(3) Working in confined spaces or in areas where normal personal activities are restricted.

## 15-8 LUNCH PERIODS

Lunch periods may not be considered duty time and should be scheduled outside the hours established for the daily hours 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.

## ARTICLE 16

### TEMPORARY DUTY (TDY)

#### 16-1 GENERAL

a. A technician 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. Selection of employees for temporary duty assignments will be based upon official necessity and qualifications of the individual to best perform the mission required. So far as necessary in the full performance of their position duties, 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.

#### 16-2 PAY

Premium pay for Sundays, holidays, and Differential pay while TDY will be authorized in accordance with TPR 990-2.

#### 16-3 ASSIGNMENT OF QUALIFIED EMPLOYEES

The Employer will 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.



#### 16-4 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 and JFTRs. Employees traveling by privately owned conveyance will earn the same amount of compensatory time earned as those employees traveling by the most expedient conveyance.

#### 16-5 QUARTERS

Quarters for employees on TDY will be based upon the installation published standards. The actual assignment of quarters is at the discretion of the installation billeting office. If the installation billeting office determines that quarters are not available, the Employer is responsible to provide transportation between the duty station and quarters when required for accomplishment of the mission. Per diem will be authorized and will be provided consistent with the JFTR.

#### 16-6 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.

#### 16-7 TRAVEL ADVANCES

If authorized and requested, advance per diem will normally be determined and paid no more than ten (10) days in advance of the departure date. Those employees eligible to carry the government charge card will not be entitled to advance per diem. All advance travel per diem and mileage for these employees is to be obtained by utilizing the ATM feature of the government charge card.

#### 16-8 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.

#### 16-9 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.

## 16-10 COMPENSATORY TIME TDY

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

b. Any compensatory time worked on a technician TDY beyond a normal basic workweek will be documented in accordance with applicable directives. Employees will have the following compensation options:

(1) Compensatory time may be used during the TDY if approved by the onsite supervisor.

(2) Compensatory time use is encouraged before return to duty (after TDY), with supervisory approval. Compensatory time will be used 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. If such an occasion is on a holiday, holiday pay will be authorized.

## 16-11 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 his or her selection. DTS Authorization will be approved as soon as possible in advance of departure. Both the aforementioned actions will prevail except in unusual circumstances. Civilian Technician status TDY orders will reflect civilian grade of the individual concerned.

## ARTICLE 17

### LEAVE

#### 17-1 GENERAL

Leave policies for bargaining unit members will be administered as authorized by law, regulation, or Agency policy (see TPR 630). No changes to Agency policy pertaining to leave will be made by the Employer without first giving the Union opportunity for I&I bargaining.

#### 17-2 ANNUAL LEAVE

a. Annual leave will be requested and scheduled in advance and administered on a uniform and equitable basis within the scope of applicable regulations.

b. Unscheduled annual leave.

(1) In the event circumstances arise which are beyond the employees ability to control, the employee should contact the supervisor before the start of the shift. The supervisor 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 supervisor, a two (2) hour grace period charged to an appropriate leave category may be approved.

(2) The Employer 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 beyond the employee's control. Supervisor will not use the documentation to change already approved leave. The documentation is for informational use on decisions to approve future unscheduled leave.

(4) Employees failing to meet the notification requirements may be subject to disciplinary action.

c. Supervisors 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.

### 17-3 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.

### 17-4 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 the circumstances of his 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 the Employer informed of the date he expects to return to duty. Medical certificates may be required by the supervisor under the following conditions:

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

(2) For absences of lesser periods when the agency determines it is necessary.

(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.

b. 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. Family member includes spouse, parent, children to include adopted children, brothers and sisters, and any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

(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.

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

c. A maximum of 240 hours of sick leave may be advanced to a permanent technician 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.

(4) There is reasonable assurance the technician will return to duty to earn and repay advance credits.

d. When recommended by a physician the Employer shall make reasonable effort to provide liberal use of details of light duty for periods of less than thirty (30) calendar days to help reduce the use of accumulated sick leave. Exceptions to this would be unusual circumstances which would warrant an extension. This will be determined in coordination with the employee, his physician, and management. Considerations for approval will take in account safety and further injury exposure to the employee.

## 17-5 COMPENSATORY TIME

a. Compensatory time pay is not authorized for National Guard employees. Compensatory time, approved in advance by the supervisor, 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 on a fair and equitable basis consistent with job and skill requirements.

c. Compensatory time will be approved in advance and administered by the supervisor 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 his or her 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.

#### 17-6 COMPENSATORY TIME OFF (Earned)

a. 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 the supervisor concerning the assignments of compensatory time in an effort to keep it equal among all employees insofar as possible. Supervisors will not assign compensatory time to employees as a reward or penalty.

b. In assignment of compensatory time the Employer agrees, except in cases of special procedures, which is 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 work- day within the basic workweek, for compensatory time on a non-workday;

(3) Two (2) full workdays advanced notice will be given for holiday work.

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

d. 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.

e. 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.

f. When compensatory time is authorized:

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

(2) Compensatory time earned will be forfeited unless utilized within twenty-six (26) pay periods following the pay period in which it is accrued.

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

g. 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, the supervisor 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.

h. 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.

## 17-7 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 for maternity purposes. A birth mother is entitled to use accrued sick leave for medical appointments, hospitalization, and her period of incapacitation following childbirth. A birth father may use a total of up to 12 weeks of accrued sick leave each year to accompany the mother to prenatal appointments, to be with her during her period of hospitalization, and/or to care for her during her recovery period. (Most doctors certify that the recovery period is about 6 weeks.) An agency may request administratively acceptable evidence of the mother's period of incapacitation for the use of sick leave, 5 USC 6382.

## 17-8 LEAVE WITHOUT PAY (LWOP)

Leave without pay is an approved absence without pay. Depending upon mission requirements and work schedules, the Employer 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.
- d. LWOP may be used in conjunction with disciplinary action (enforced leave when no annual leave is available).

## 17-9 ABSENCE WITHOUT LEAVE (AWOL)

Leave without pay (LWOP) will not be used in lieu of absence without leave (AWOL), disciplinary actions will be used in these cases.

## 17-10 EXCUSED ABSENCES

Excused absence may occur in those instances where Management has determined that an employee's absence from the duty location would benefit the organization. These absences may include attendance at the following activities where the individual is representing the agency; funerals, civic activities, conferences, etc. All requests for excused absence will be made in advance, in writing, in accordance with applicable directives and policies. Request will be forwarded through the supervisor who will weigh the request against mission and work requirements. Supervisor approved request will be forwarded to HRO for consideration. Request for excused absence status for blood donation may be approved by the supervisor in consideration of mission and work requirements.

## 17-11 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.

## 17-12 FAMILY MEDICAL LEAVE ACT

Family leave will be administered in accordance with 5 C.F.R. §630.401 and TPR 630.

## ARTICLE 18

### HEALTH, SAFETY, AND WELFARE

#### 18-1 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.
- (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.

#### 18-2 OCCUPATIONAL SAFETY AND HEALTH COUNCIL

The Nebraska Air and Army National Guard have separate Occupational Safety and Health (OSH) Councils which have been established to provide a forum for discussion of OSH problems and to make recommendations to the appropriate supervisor on OSH related matters.

a. The Councils meet periodically, as required by regulation or local directives, to discuss OSH 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. A Union representative will be allowed to attend OSH training provided by the Agency.

#### 18-3 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.

#### 18-4 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. Management acknowledges that certain extreme temperature conditions could arise which could preclude the performance of work on a sustained basis.

c. 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.

d. 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.

#### 18-5 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.

#### 18-6 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.

#### 18-7 TDY SAFETY

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

#### 18-8 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.

#### 18-9 HAZARDOUS MATERIAL TRAINING

a. 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.

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

c. This training will be documented.

## 18-10 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.

## 18-11 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.

## 18-12 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.

## ARTICLE 19

### HAZARDOUS DUTY AND ENVIRONMENTAL DIFFERENTIAL PAY

#### 19-1 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.

#### 19-2 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.

### 19-3 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.

### 19-4 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 20 WORK REQUIREMENTS

### 20-1 MEDICAL REASSIGNMENT

If an employee is unable to perform all or part of his or her 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.

### 20-2 U.S. GOVERNMENT IDENTIFICATION

Identification cards will be issued by the Employer.

## ARTICLE 21

### NEW EMPLOYEE ORIENTATION PROCEDURES

#### 21-1 PROCEDURE

The Employer will establish procedures for orientation of new employees.

#### 21-2 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 copy 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.

## 21-3 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 22

### EMPLOYEE PROGRAMS

#### 22-1 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 to assist NDS employees and their families, DS employees are encouraged to use Military OneSource <http://www.militaryonesource.mil/> .

## ARTICLE 23

### EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

#### 23-1 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 age, race, color, sex (to include sexual harassment), national origin, religion or handicap. Both parties agree to promote and support all programs for equal employment opportunity through a positive and continuing effort.

#### 23-2 DISCRIMINATION COMPLAINT PROCEDURES

Any bargaining unit employee who believes he/she has been discriminated against in any matter because of race, color, religion, sex, age, national origin, or handicap 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.

### 23-3 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 he/she has been the victim of sexual harassment may file a complaint following the procedures of Article 23-2.

## ARTICLE 24

### WAGE SURVEY

#### 24-1 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 25

### UNION PHYSICAL RESOURCES

#### 25-1 OFFICE

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

#### 25-2 TELEPHONE

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

#### 25-3 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.

#### 25-4 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.

#### 25-5 COPIER USE

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

#### 25-6 DISTRIBUTION

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

### ARTICLE 26

#### NATIONAL LABOR REPRESENTATION

##### 26-1 APPLICATION PROCEDURE

The Employer agrees that when adequate advance written notice is given, and the mission will not be adversely affected, an employee in the unit who has been elected or appointed to a Union office, or as a delegate to an ACT activity requiring an extended leave of absence, shall be granted annual leave and/or leave without pay, for a period not to exceed two (2) years.

### ARTICLE 27

#### PAYROLL DEDUCTION

##### 27-1 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.

## 27-2 PROCESSING

The completed SF 1187 will be provided to the HRO 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 nonpay 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 if he/she had 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

## 27-3 DUES LIST

Defense Finance Accounting Services (DFAS) will provide a copy of the dues list directly to the Union.

## 27-4 DUES REVOCATION

a. A bargaining unit employee may request revocation of the allotment for union dues, providing such allotment was withheld from the employee's pay for at least one (1) year, by submitting a completed SF 1188 to the appropriate Technician pay office. If this option is not exercised on the first anniversary date of the allotment authorization, the procedures in section b. will apply. An employee will be allowed a window of one pay period preceding and one pay period following the anniversary date to make the revocation effective.

b. Following the anniversary revocation period, a bargaining unit employee may submit a properly completed SF 1188 for union dues revocation, at any time. The bargaining unit employee will provide the completed SF 1188 to the appropriate Civilian Technician Pay Office, who, in turn, will provide a copy to the Union. The Technician Pay Office will hold the SF 1188 in a suspense file until the end of the dues year. The revocation of union dues will be processed by the Technician Pay Office at the end of the dues year, so as to be effective on the first day of the new dues year, 1 October.



c. An allotment shall be terminated using SF 1188, initiated by the employee, when he leaves 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 28

### PERSONNEL FACILITIES

#### 28-1 TOOLS

Management agrees to provide to 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.

#### 28-2 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 29

### AGREEMENT ADMINISTRATION

#### 29-1 EFFECTIVE DATE

The effective date of this agreement shall be after execution by the parties and approval by the Agency. Execution and approval dates will be made part of the agreement prior to distribution.

#### 29-2 AGENCY APPROVAL

a. The Agency shall approve or disapprove the agreement within thirty (30) calendar days from the date the agreement is executed by the parties if the agreement is in accordance with the provisions of applicable law, rule, or regulation.

b. If the Agency does not approve or disapprove the agreement within the thirty (30) calendar day period, the agreement shall take effect and be binding on the Employer and the Union subject to the provisions of applicable law, rule, or regulation.

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

d. In the event the Contract is not approved by the Agency, and is returned, negotiations will resume in accordance with the Memorandum of Understanding (MOU) dated 26 Aug 2014.

### 29-3 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 (1) 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.

### 29-4 AGREEMENT PRECEDENCE

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

### 29-5 AGREEMENT AMENDMENTS/SUPPLEMENTS

This Agreement may be subject to amendments or supplements by the parties during the agreement lifetime under one of the following procedures:

a. By mutual consent of the parties.

b. A request for an amendment or modification of this Agreement by either party shall be in writing setting forth the need or reason for the proposed changes and a summary of the changes.

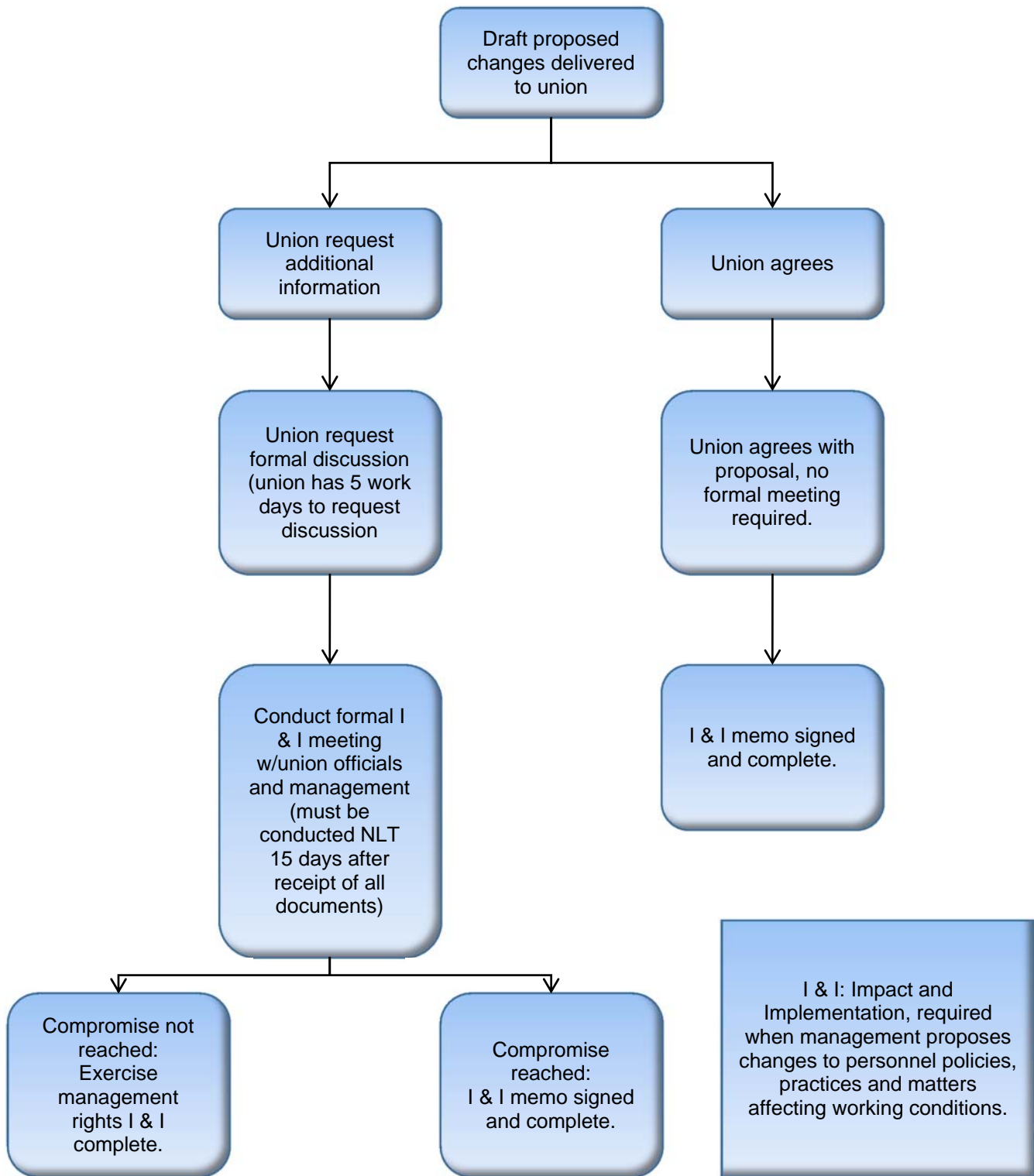
c. Representatives of the Employer and the Union will meet within thirty (30) days to commence negotiating the proposed amendment or modification, unless a later date is mutually agreed upon. No changes other than those specified in the summary will be considered.

d. Approval of an amendment or modification to the Agreement will be accomplished in the same manner as provided for approval of the basic Agreement.

### 29-6 NEGOTIATING A NEW AGREEMENT

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

b. Negotiations for a new agreement will commence no earlier than one hundred fifty (150) calendar days and no later than ninety (90) calendar days prior to the termination of this agreement. This current agreement will remain in effect until the new agreement is effectuated.



Appendix – I & I Process Graph

## 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 technicians 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  
**Authority:** The Federal Labor Relations Authority

**Closeout Assessment:** A narrative description of an eligible employee's performance under an approved PAA. The closeout assessment is completed by the supervisor or rating official and conveys information regarding the employee's progress toward the completion of Job Objectives. A closeout assessment is not a rating of record, but should be used to inform the rating official of employee accomplishments and/or needed improvement.

**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.

**Competitive Area:** The boundary within which employees compete for retention and receive placement offers. A competitive area may be defined in terms of organization and/or geographical location. It may be restricted to the commuting area or one organization or expanded to cover the entire state. The competitive area should be identified during advance planning for RIF.

**Competitive Level:** A competitive level consists of all positions within a competitive area, which are in the same grade, same service, (dual status and non-dual status) and so alike in qualification requirements, duties and responsibilities that the incumbents can be moved from one (1) position to another without undue interruption to the work program.

**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: 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).

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

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 nonpreferential 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.

**(Non-Dual Status) Military Technician:** Formerly called competitive service technician. A Title 32 Technician serving in a technician position who is not a member of the Selected Reserve (reference National Defense Authorization Act for FY 98, Public Law 105-85).

**PAA or Performance Appraisal Application:** The web-based tool that supports the performance planning and appraisal process, now accessible via My Biz or My Workplace in the Defense Civilian Personnel Data System (DCPDS).

**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.

**Ranking Panel:** The Employer's representatives that rank qualified applications in accordance with established criteria.

**Reduction in Force: (RIF)** Separation of an employee from his dual/non-dual status level required by the agency because of lack of work, or funds, abolition of positions or agency, or reemployment rights, or cuts in personnel authorizations.

**Re-employment Priority List:** A list of tenure I and II employees separated by (1) reduction-in-force or (2) compensable injury or disability where recovery takes more than one (1) year from the time the employee began receiving compensation.

**Selecting Official:** The supervisor who interviews and selects qualified applicants for placement or promotion.

**Service Computation Date (SCD):** The date, either actual or constructed, used to determine leave accrual rate, length of service for retirement, or retention standing for reduction in force. For an employee with no prior creditable civilian or military service, the SCD is the effective date of the employee's first Federal civilian appointment. For an employee with prior creditable service, the SCD is constructed by totaling the days, months, and years of the employee's creditable civilian and military service and subtracting that total from the effective date of the employee's most recent appointment.

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

**Supervisor:** 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.

**Technician Service Date:** The date, either actual or constructed, which includes all National Guard Technician service, either in the Nebraska National Guard or another State. Used as a tie-breaker when two or more employees have equal performance scores and Service Computation Dates.

**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.