LABOR / MANAGEMENT AGREEMENT

2016-2018

BETWEEN
THE
ALASKA NATIONAL GUARD
and
Association of Civilian Technicians
Alaska Chapter, Local #84

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ARTICLE 1
GENERAL PROVISIONS

1-1 AGREEMENT:

Pursuant to the policy set forth in Public Law the following articles constitute an agreement by and between the Adjutant General, Alaska National Guard, hereinafter referred to as the Employer, and Alaska Chapter, Association of Civilian Technicians (ACT), hereinafter referred to as the Labor Organization. Collectively the Employer and the Labor Organization shall be known as the Parties. Upon approval, this collective bargaining agreement / labor-management agreement (LMA) takes precedent over any bargaining agreements that predate this agreement.

1-2 PURPOSE:

The parties consent to enter into an agreement which will have for its purposes, among others, the following;

A) To provide technicians of the Alaska National Guard the opportunity of participating through the Labor Organization in the formulation and implementation of personnel policies and practices affecting the conditions of their employment.

B) To advance Labor/Management partnership.

C) To define the responsibilities of the parties, establish Labor/Management relations with understanding and mutual respect, thereby contributing to the effective operation of the Alaska National Guard and in turn enhancing technician morale.

1-3 DEFINITIONS:

A) “Adverse Action” - An Adverse Action is defined as a suspension, removal, reduction in grade, or compensation of an employee.

B) “Confidential employee” - means an employee who acts in a confidential capacity with respect to an individual who formulates or effectuates management policies in the field of labor-management relations

C) “Consultation” - To be distinguished from negotiation. The FSLMRS provides for two types of consultation: between qualifying unions and agencies concerning Employer wide regulations (§ 7113, National consultation rights) and qualifying unions and those agencies issuing Government wide regulations (§ 7117(d) (1)).

D) “Disciplinary Action” - Disciplinary actions are as defined in TPR 752.

E) “Dual Status Positions” (DS) - Federal positions not subject to OPM’s competitive examinations, but requiring active membership in the Alaska National Guard. DS positions are also referred as “Excepted” civil service positions.

F) "Emergency" - An unexpected, serious occurrence or situation urgently requiring prompt action, such as, but not limited to, a condition posing a threat to human life, property, or where costs would be substantially increased if not immediately addressed.

G) “Employee Assistance Program” (EAP) - Provides counseling, referral services, and other assistance (rehabilitative services) to all National Guard technicians employed under 32 U.S.C. 709 and to aid them in solving personal problems having an impact on job performance.

H) “Employer” - The Adjutant General, Alaska National Guard.

I) “Formal Discussion” - is a term that is contained and defined within the Federal Service Labor-Management Relations Statute at 5 USC 7114 (a) (2) (A). It refers to meetings between representatives of Employer management and bargaining unit employees in which the topic(s) under discussion includes either "grievances," "personnel policies or practices," or "general conditions of employment." Unions are to be notified in advance of such meetings and afforded an opportunity to attend and participate in them.

J) “HRO” - Human Resources Office. The designee of the Adjutant General assigned the responsibility to carry out all technician personnel functions.

K) “Impact and Implementation” (I&I) - When there is a decision by an Employer to change conditions of employment of unit Technicians, even if a protected management right is involved, there is a duty to notify the Labor Organization. Also, upon request by the Labor Organization, there is a duty to bargain on the procedures that management will follow in implementing its decision as well as on appropriate arrangements for technicians expected to be affected by the decision. This is often referred to as "impact and implementation" bargaining. Management has the right to decide whether to take actions listed in 5 U.S.C. Chapter 71, sub 7106 (a). However, the Labor Organization is entitled, under succeeding sections 7106(b)(2) and (3), to negotiate with the Employer the procedures management officials of the Employer will observe in exercising its authority under 7106; or appropriate arrangements for bargaining unit employees affected by such management decisions.

L) “Labor Organization” – Association of Civilian Technicians, to include all Alaska Chapter Stewards, Elected Officers, and the National Representatives / Officers as defined in 5 USC, Chapter 71, section 7103 (4).

M) “Management Official” - An individual employed by an Employer in a position the duties and responsibilities of which require or authorize the individual to formulate, determine, or influence the policies of the Employer.

N) “Negotiate” - Negotiate means to confer so as to come to terms or reach an agreement.

O) “Non Disciplinary Action”- as defined in TPR 752.

P) “NDS” positions do not require military membership in the Alaska National Guard. NDS positions are also referred as “Competitive” civil service positions.

Q) “Promotion” - The movement of an Technician, while serving continuously within the same Employer, to a position at a higher grade level within the same job classification system and pay schedule, or to a position with a higher rate of basic pay in a different job classification system and pay schedule.

R) “Steward”- elected or appointed dues paying bargaining union member who represents the interest of the Labor Organization and members covered by the bargaining unit at various work sites.

S) “Supervisor” - an individual employed by the Employer in the interest of the employer to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove Technicians, 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.

T) “Technician" - An excepted or competitive Federal Civil Service Employee employed by the Alaska National Guard or NDS (Non-dual status).

U) “Uncommon" - An action or event that is outside the normal schedule and consisting of extenuating circumstances beyond the immediate control of the Employer. Uncommon missions or requirements usually arise on relatively short notice as directed by circumstances.

V) “Wage and COLA Surveys” - Conducted to ensure fair and equitable pay of like positions between agencies and determines local area cost of living.

W) “Weingarten Rights” - Weingarten is used to refer to the right of bargaining unit employees to have a union representative present during "investigative interviews" that the technician feels could lead to disciplinary action if such representation is requested by the employee. The term Weingarten is drawn from a private sector decision, *NLRB v. J. Weingarten, Inc.*, 420 U.S. 252 (1975). The specific right of federal employees to union assistance during investigative interviews is rooted and spelled out in 5 USC 7114 (a)(2)(B).

1-4 BARGAINING UNIT:

The Association of Civilian Technicians is the exclusive representative for all wage grade (WG) and general schedule (GS) technicians employed by The Adjutant General (TAG) of the Alaska National Guard, with the exception of management officials, supervisors, professional employees and employees described in 5 USC, Section 7112 (b) (2), (3), (4), (6), and (7).

1-5 GENDER REFERENCES:

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

1-6 CONTRACT ENFORCEMENT:

The Labor Organization and Employer recognize the joint responsibility for the administration and enforcement of this agreement. The parties agree not to harass, coerce, reward, or encourage either of the parties to violate this agreement.

1-7 CONTRACT AVAILABILITY AND DISTRIBUTION:

The contract will be available electronically at State of Alaska, Department of Military and Veterans Affairs website: http://dmva.alaska.gov/hro/laborrelations. Supervisors are encouraged to provide a printed copy for work center use. The Employer agrees to provide the LMA electronic link to each new Technician. The Labor Organization will be notified of all newly appointed Indefinite and Permanent Technicians. The Labor Organization may attend in-processing at their discretion to brief new Technicians on their Labor rights.

1-8 CONTRACT PROVISIONS TRAINING:

The parties agree to conduct joint training sessions with managers, supervisors, and bargaining unit employees for the purpose to allow them to become familiar with the intent and spirit of the contract.

1-9 SUPPLEMENTAL INFORMATION/FORMS:

https://dmva.alaska.gov/HRO

ARTICLE 2
LABOR-MANAGEMENT RELATIONS

2-1 RIGHTS AND PRIVILEGES:

There shall be no procedure or policy negotiated in the Agreement that would diminish or impair any right or privilege which would otherwise be available to any technician in the absence of this Agreement.

2-2 MANAGEMENT RIGHTS:

Management officials of the Employer retain rights IAW 32 USC 709, and Chapter 71 of Title 5 U.S. Code.

A) To determine the mission, budget, organization, number of employees, and internal security practices of the employer.

B) To hire, assign, direct, layoff and retain employees of the employer, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees.

C) To assign work, to make determination with respect to contracting out, and to determine the personnel by which the employers operations shall be conducted.

D) With respect to filling positions, to make selection for appointments from:

1) Properly ranked and certified candidates for promotion; or

2) any other appropriate source.

E) To take whatever actions may be necessary to carry out the Employer mission during emergencies.

F) Nothing shall preclude any Employer and any labor organization from negotiating:

1) At the election of the Employer, on numbers, types, and grades of employees or positions assigned to ant organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;

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

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

2-3 LABOR ORGANIZATION'S RIGHTS:
Labor Organization's rights are IAW Chapter 71 of Title 5 U.S. Code.

A) EXCLUSIVE REPRESENTATIVE:
The Labor Organization is the exclusive representative of the bargaining unit and is entitled to act for, and to negotiate agreements covering, all Technicians in the bargaining unit. The Labor Organization is responsible for representing the interests of all Technicians of the bargaining unit it represents without discrimination and without regard to labor organization membership.

B) REPRESENTATION RIGHTS:
An exclusive representative of the local Labor Organization shall be given the opportunity to be represented at any formal discussion between one or more representatives of the Employer and one or more Technicians in the unit or their representatives concerning any grievance or any personnel policies or practices or other general conditions of employment. Prior to conducting investigatory interviews, it is in the best interest of both parties to discuss the Technician's Weingarten rights. If the Technician accepts Labor Organization representation, no further questioning will take place until the Labor Organization representative is present. If the Technician chooses not to have Labor Organization representation, **the waiver must be in writing and signed in the presence of a Labor Organization representative.** The Labor Organization will be served a copy of this waiver.

2-4 TECHNICIAN'S RIGHTS:
IAW Chapter 71 of Title 5 U.S. Code.
A) 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 a Technician to become or to remain a member of a Labor Organization, or to pay money to the Labor Organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.

2-5 INDIVIDUAL RIGHT TO REPRESENTATION: IAW §7114 5(A)(B)
A) Technician is not precluded from:

1) being represented by an attorney or other representative, other than the labor organization, of the employees own choosing IAW TPR 752 all representatives will be identified in writing with a statement of understanding; or

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

2-6 RECOGNITION OF UNION OFFICIALS/STEWARDS:
Management agrees to recognize the elected and appointed officers and stewards duly designated by the Union. Unless so designated by the Union in writing, no technician will be recognized as a Labor Organization Officer or Steward.

ARTICLE 3
IMPACT AND IMPLEMENTATION BARGAINING

3-1 PURPOSE:
Prior to implementation of changes affecting members of the bargaining unit, Employer will negotiate with the Labor Organization appropriate arrangements regarding the impact of the event(s). Such negotiations will take place prior to any announcement to the work force or implementation of the proposed management action. The overall intent is to allow existing rules, regulations, TPRs, LMA, and policy to remain in place until agreement is reached by Labor Organization and Employer.

3-2 APPROPRIATE MATTERS FOR IMPACT AND IMPLEMENTATION (I&I) BARGAINING:
Matters appropriate for negotiations between the parties are personnel policies, practices and matters, whether established by rule, regulation, TPR, LMA, or otherwise affecting working conditions of bargaining unit members. Nothing shall preclude the employer and Labor Organization from negotiating:

A) At the election of the Employer, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;

B) Procedures by which Management officials will observe in exercising any authority under 5 USC 7106 (a); or

C) Appropriate arrangements for employees adversely affected by the exercise of any authority under 5 USC 7106 (a) by such management officials.

D) Reference website for examples of an I&I proposal letter; HTTP://DMVA.ALASKA.GOV/HRO

3-3 CHANGES AFFECTING WORKING CONDITIONS:
Management agrees to provide drafts of appropriate regulations/policies/TPRs/LMA affecting working conditions for review prior to implementation If the Labor Organization desires impact and implementation bargaining concerning the drafts, management will be contacted within twenty one (21) calendar days after receipt of the draft to establish a meeting time/place.

A) Upon notification by the labor organization, management agrees to meet within seven (7) calendar days.

B) The employer and the labor organization will identify issues not resolved at the meetings within seven (7) calendar days, unless mutually agreed otherwise.

C) Time periods may be extended or shortened by mutual consent.

ARTICLE 4
FEDERAL WAGE SYSTEM LOCALITY WAGE SURVEYS

4-1 NOTIFICATION:
The Employer agrees to notify the Labor Organization in advance of any Federal Wage System Locality Wage Surveys.

4-2 LABOR ORGANIZATION PARTICIPATION:
The Labor Organization officials, in a representational status, may attend Federal Wage System Locality Wage Surveys on behalf of bargaining unit members.

ARTICLE 5
OFFICIAL TIME FOR EXCLUSIVE REPRESENTATIVES

5-1 OFFICIAL TIME IAW 5USC Chapter 71- §7102 and §7131:
Official time will be made available, without loss of annual leave, during normal duty hours for the labor organization representatives to carry on business that is of mutual interest to the employing Employer and the labor organization. Due to the nature of shift work, Management agrees to flex the work schedules of Labor Organization representatives to participate in official meetings/business. Official time under this article shall include all representational functions permitted by law, according to the Federal Labor Relations Statute. Any difficulties in this area will be discussed at a Labor / Management forum.

5-2 RECOGNITION AND REPORT OF UNION OFFICIALS/STEWARDS:
State, regional, and activity representatives certified by the Labor Organization in accordance with this article shall be recognized by management as the exclusive representatives for the Bargaining Unit Member and shall be entitled to the use of official time under the provisions of this article. No other Technician shall be entitled to such use of official time except as specifically authorized by this agreement. The Labor Organization shall certify to the AKNG HRO/LRS in writing, the name, title, and phone number of the labor organizations representatives who are authorized to use official time as provided in this article. The certified list shall be updated as needed when changes occur.

5-3 GRANTING OF OFFICIAL TIME:
A) Official time will be granted to union officials in the following manner:

1) In order to better enhance Labor/Management Relations, and in keeping with the spirit of partnership, the Employer agrees to authorize the union a reasonable and necessary amount of official time for representational duties. The Labor Organization representatives will obtain permission from their immediate supervisor prior to leaving their assigned area. The supervisors are responsible for authorizing the use of official time. If the Labor Official/Steward's supervisor or designee is not available, the authorization shall be obtained from the next higher level supervisor in the chain of command. Supervisory permission will be granted except when there are work related reasons which preclude such release. The supervisor may delay the representative for only the length of time that the mission requires the presence of that representative. Ordinary work load will not preclude the release of the requesting Union Official.

2) The Union President will be on official time for the purpose(s) of conducting Labor-Management relations. The Union President will be present at the worksite to confer with his supervisor on work related matters. The Union President will then be released to

continue to perform his Labor Relation functions. Supervisory permission will be granted except when there are unusual or emergency work situations which preclude such release. Ordinary work load will not preclude the release of the Union President under this section.

3) Representational functions for which official time is authorized are:

a) Conferring or providing assistance to employees on grievances.

b) Preparatory time for pre-negotiation, negotiation, appeal(s), grievances, complaints or scheduled meetings.

c) Union officials requested by management to travel to an employer sponsored meeting outside their normal commuting area shall travel in accordance with applicable Joint Travel Regulations.

d) To prepare and maintain records and reports required of the union by federal agencies.

e) Union officials when representing Federal Employees by visiting, phoning and writing to elected representatives in support or opposition to desired legislation which would impact the working conditions of employees represented by the Labor Organization.

f) A Labor Official/Steward desiring to discuss a work related matter with a technician.

g) Attending Formal Discussions and/or investigatory interviews.

h) Attendance at meetings with the employer, employer representative, FLRA, FSIP, third party mediation, or grievance/arbitration.

i) Attendance at Federal Wage System Locality Wage Surveys.

B) A representative who goes from his/her activity to another activity/region during normal duty hours to represent the Union or a Bargaining Unit Member is on official time when traveling and for representational purposes.

C) When requested, the representative will identify the appropriate code below for time keeping purposes. Authorized representational codes for representatives are:

BA. Negotiations
BB. Mid Term Negotiations
BD. Labor/Management Relationship
BK. Grievance and Appeals

D) A representative desiring to discuss a work-related matter with a Technician shall obtain permission from the Technician's supervisor in advance, before interrupting the Technician's work. If because of duty or mission it is not practical to release the Technician at that time, the supervisor shall reschedule an alternate time as soon as possible.

E) Labor Organization officials and representatives will notify their supervisor upon departure for

their approved representational activity and report back to their supervisor at the completion of their representational activity prior to returning to work. Unless approved otherwise, representatives will normally return to the duty location prior to the end of the duty day.

F) An employee desiring to discuss an appropriate matter with a representative shall obtain their supervisor's permission. If because of mission it is not practical to release the technician the supervisor shall reschedule an alternate time as soon as possible. At completion of the representational discussion the Technician will report back to their supervisor prior to returning to work.

5-4 OFFICER/STEWARD TRAINING AND TRAVEL:

A) The Labor Organization is authorized official time for the purposes of training. Labor Organization stewards / Officers are authorized official time no more than fifteen (15) days of training within their first 24 months of appointment, then five (5) days of training per year thereafter. Labor Organization Officers will share a pool of forty-two (42) days official of time per year for training.

It is understood that this training will be of mutual concern to management and the Technician as a representative of the Labor Organization. The Labor Organization will request this leave by letter, including the agenda of the training, for approval by the Human Resources Office with a copy to the Labor Organization representative's supervisor. Labor Organization Officials may be invited to participate in personnel management/employee relations classes of mutual benefit to management and the union.

B) IAW applicable Joint Travel Regulations (JTR) and subject to the availability of funds, Labor Organization representatives may receive full travel and per diem allowances when traveling for official time activities outside of the representatives immediate area. For the purpose of planning, the Labor Organization and the HRO will discuss the future year's budget for Labor Organization travel and training before HRO is required to submit their annual budget (FINPLAN) for approval. Travel must be consistent with good government standards, availability of resources, and will be subject to normal pre-approval procedures by the HRO.

5-5 CIVILIAN ATTIRE:

Labor organization representatives may wear appropriate civilian attire while performing representational duties. These functions include but are not limited to:

1) While engaged in negotiations of any kind with Employer representatives.

2) Labor/Management meetings with Employer representatives.

3) Labor/Management seminars.

4) Labor/Management seminars at commercial facilities sponsored by the National Office of the Association of Civilian Technicians, U.S. Department of Labor, Department of Defense, Wage Fixing Authority, etc.

5) Performing representational duties on behalf of bargaining unit members, to include OSHA inspections and investigations of complaints, etc.

6) When representing the Labor Organization on committees, at hearings, or at third party proceedings.

ARTICLE 6
LABOR ORGANIZATION BUSINESS OFFICE

6-1 OFFICE SPACE:

A) The employer will provide the labor organization with adequate office Spaces. The offices shall be:

1) One sole use office per Labor Organization vice-president and chapter president, not to exceed four offices throughout the state. Additional space for V.P. Army North may be provided when the position is filled.

2) The above office spaces shall be a minimum of 120 square feet, unless alternate space may be acceptable with the parties' approval.

3) Each office shall have appropriate lighting and heating.

B) Should management need the office space that the union is occupying management agrees to give advance written notice a minimum of ninety (90) days in advance. Management agrees to supply a like or better office space should a move be necessary. The move of the office and its contents shall be in an official time status.

6-2 OFFICE FURNITURE:

A) Management agrees to provide each union office with furniture available to management. Each office space shall contain the following:

1) Two (2) Ergonomic chair and desk with drawers
2) Two (2) lockable five (5) drawer file cabinets
3) One (1) lockable two door storage locker
4) Four (4) chairs
5) One (1) conference table (medium rectangle/round no smaller than 15 sq. ft.)

B) Management agrees to provide access to a conference room.

C) The union agrees to be responsible for all furniture except for normal wear and tear.

6-3 OFFICE EQUIPMENT:

A) Management agrees to supply each labor organization office with computer equipment comparable to, and as continuously updated as, what the employer uses.

B) The following equipment shall be provided either separately or jointly utilized where local networking and full time access is available;

1) Laser Printers
2) Fax machines
3) E-mail system.

C) Maintenance of the above equipment shall be in the same manner as the employer's office equipment.

D) The union agrees to be responsible for all sole use office equipment, except for normal wear and tear.

E) The union agrees to comply with appropriate regulations regarding use of Employer provided office automation / I.T. equipment.

6-4 COPIERS:

The employer agrees to allow the labor organization limited use of existing copier equipment for official representational duties. The labor organization will not make copies of any material for mass mailings. The use of copy machines will not interfere with normal business.

6-5 TELEPHONE:

Telephone service will be provided by the employer. Management agrees to supply the following:

1) Vice President's offices:
   a) Two (2) dedicated touch tone phone lines.
   b) Two (2) line speaker telephone, comparable to those in use by Management.
   c) Voice Mail

2) State Headquarters office:
   a) Two (2) dedicated touch tone phone lines.
   b) Two line speaker telephone with conference capabilities, comparable to those in use by management.
   c) Voice Mail
   d) The labor organization is responsible for its own long distance charges.

6-6 LABOR ORGANIZATION SIGNS:

A) Union shall be allowed to post a sign outside each office.

B) Chapter Headquarters shall be allowed, at their own expense, to post a sign outside the building.

C) The Employer authorizes one reserved parking space for a Union representative at each wing and at JFHQ building (NTE three total in the State).

D) Signs must conform to building design and appearance specifications.

6-7 UNION BULLETIN BOARDS:

A) Existing bulletin boards shall be allowed to remain. New bulletin boards will not exceed six (6) square feet.

B) The union shall be allowed to post one (1) bulletin board at each facility where technicians work. In large facilities, union may request space for additional bulletin boards.

C) The union shall bear the cost of its union bulletin boards unless the Employer requests a specific décor for the bulletin boards.

D) The union will be provided electronic bulletin board space on existing network.

6-8 CONSULTATION AND MEETING SPACE:

A) Upon request of the union, supervisors and the labor representative shall mutually agree upon private space to consult with aggrieved technicians. The union agrees to conduct their business as quickly as possible. The parties agree, at the request of the union or the technician, to allow the consultation to take place at the area union office.

B) Upon request, normally five (5) days in advance of planned activity, the employer shall provide space to the labor organization for the purpose of meetings or other activities. When space is not available at the requested time the parties will agree on space for an alternate time.

ARTICLE 7
NEW TECHNICIAN COUNSELING PROCEDURES

7-1 PROCEDURE:
The employer agrees to continue utilizing a checklist to ensure that a technician will be counseled on all aspects of technician employment within one (1) pay period after the effective date of employment. When a new technician is hired in the unit or into a new position, management agrees to provide a copy of the contract, job description, insurance pamphlets, and information concerning the chain of command.

7-2 CHECKLIST:
A) The employee's "Weingarten Rights" will be included on the checklist. *See Definitions*

B) After the technician has been counseled, the employee and the counselor will sign the checklist and file it in the technician's personnel records (at HRO) as a temporary document. Note: temporary in this case means indefinitely.

C) The supervisor shall also inform the new technician of opportunities for schooling, training and working policies. This briefing shall be documented on the NGB 904-1 or Supervisor-Employee Brief.

7-3 NOTIFICATION:
The Labor Organization will be notified of all newly appointed indefinite and permanent technicians prior to accession. The Labor Organization may attend in-processing at their discretion to brief new technicians on their Labor Rights.

7-4 TECHNICIAN IDENTIFICATION / CAC:
Upon request, Technicians shall be issued service specific civilian identification /CAC cards.

7-5 TRIAL / PROBATION:
It is in the best interest that both technicians and supervisors become familiar with the process required IAW TPR 300 and TPR 430. In most cases, thorough documentation of counseling and feedback is encouraged for technician success in the position.

ARTICLE 8
PERTINENT INFORMATION

8-1 EMPLOYER INFORMATION:
The Employer agrees to provide access to regulations, publications, and policies pertaining to bargaining unit employees through network connectivity. The Employer agrees to provide the Labor Organization a copy of the Supervisors Handbook and all updates and changes. The Employer agrees to provide a copy of regulations, publications and policies pertaining to bargaining unit members not available through the network.

8-2 LABOR ORGANIZATION INFORMATION:
The Labor Organization agrees to provide the Employer with any pertinent labor/management relations publications and directives that they receive.

8-3 TECHNICIAN MANNING DOCUMENT:
Upon request, the Employer agrees to provide the Labor Organization access to view pertinent unit/technician manning documents, with the understanding that the full-time manning document will be restricted to bargaining unit employees and bargaining unit positions. Number of requests should be within reason and with purpose. Upon request, a redacted copy will be provided either electronically via an acceptable digital media or printed copy.

8-4 BARGAINING UNIT MEMBERS:
A) The Employer agrees to notify the union prior to changing structure that affects the size of the bargaining unit.

B) The Employer agrees to provide a list to the Labor Organization of all bargaining unit members and changes as they occur. Management also agrees to provide duty location and organization of each bargaining unit member NLT the last work day of the first week of the month.

C) The Employer agrees to provide an overdue appraisal list to the Labor Organization within 30 days of the close out of the previous quarter.

D) The Employer agrees to allow the union to use internal distribution to perform representational duties.

8-5 DISTRIBUTION:
A distribution box will be provided to each union officer at the central distribution point, at the request of the Labor Organization.

ARTICLE 9
PERIODIC INFORMATIONAL BRIEFING

9-1 INFORMATION AND PERIODIC BRIEFINGS:
Technicians will be provided a periodic briefing by the HRO which will include the latest information regarding health, welfare, Absent-US, and retirement entitlements. Information provided shall include entitlements and responsibilities under workman's compensation, review of a technician's responsibility as a federal technician of the National Guard, and employee rights covered under 5 USC Section7114 (a) (3) (Weingarten rights).

ARTICLE 10
OFFICIAL RECORDS

10-1 UNFAVORABLE INFORMATION IN OPF:
It is agreed that any record in the Official Personnel Folder which has not been disclosed to the technician will not be used as a basis for disciplinary or adverse action. Except as provided by the Office of Personnel Management regulations no material of a derogatory nature which might reflect adversely upon the technician's character or government career will be placed in the Official Personnel Folder without the technician's knowledge.

10-2 RECORD REVIEW OF OPF:
Each technician, and/or designated representative who has been so authorized in writing by the technician shall, upon request, be permitted to review any document appearing in the Official Personnel Folder. Technicians will be provided copies of documents if so requested. Reference website for samples of Weingarten Rights waiver form, authorization for representation, etc. at HTTP://DMVA.ALASKA.GOV/HRO

10-3 SUPERVISOR'S PERSONNEL FILE: NGB FORM 904-1 RECORDINGS:
The technician record card will be maintained by the technician's immediate supervisor in a secured location. When any entries are to be recorded to the NGB Form 904-1 or the electronic Supervisor-Employee Brief, part (b), the supervisor shall advise the technician and date all entries. If the technician refuses to initial the entry, the supervisor will call a Labor Organization representative or a witness of the Bargaining Unit member's choice to observe the supervisor initialing and dating the entry. The Labor Organization representative or witness will initial alongside the supervisors initials. In no instance will this be viewed as the Labor Organization's or witness's concurrence or approval of the entry.

ARTICLE 11
EMPLOYEE ASSISTANCE PROGRAMS

11-1 GENERAL:
The parties recognize the importance of programs established for the welfare of employees. The Employer and the Labor Organization agree to encourage employee participation in appropriate programs. Sick Leave may be used for Employee Assistance Programs (EAP) in accordance with applicable directives. The Parties agree not to coerce, intimidate or harass the employee after the completion of the rehabilitation programs.

11-2 OBJECTIVES:
The objective of the Employee Assistance Program is to identify and assist employees with behavioral or personal problems which impact upon work performance or disrupt interpersonal relations with other employees in the immediate work environment.

11-3 PROCEDURES:
Contact your Human Resource Office (HRO) Employee Assistance Program Representative.

A) Air National Guard – Contact HRO Liaison.

B) Army National Guard – Contact HRO Representative.

ARTICLE 12
EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

12 -1 POLICY:
The Labor Organization and Employer agree to comply with all applicable Federal, State and local laws, regulations, rules, directives, and orders, without discrimination because of race, color, national origin, mental or physical disability, religion, age, sex or sexual orientation, Genetic Information Nondiscrimination Act of 2008 (GINA) or retaliation based upon participation in an EEO matter or any other category protected by applicable law. The Employer and the Labor Organization agree to cooperate to the fullest in providing equal employment opportunity for all qualified applicants and technicians. Both parties agree to promote and support programs for equal employment opportunity through a positive and continuing effort.

12-2 EEO COMPLAINT PROCEDURES:
Any Technician who believes they have been discriminated against in any matter may file a complaint by contacting an EEO counselor or Military Equal Opportunity Counselor (MEO). All complaints will be given prompt and fair consideration.

12-3 EO/MEO COUNSELOR LISTS:
The employer agrees to supply the Union with a list of Technician EEO/MEO counselors as changes occur.

12-4 EEO/MEO TRAINING:
The employer agrees to give union officers and stewards an opportunity to attend EEO/MEO training. The purpose of this training is not intended to have union officials become EEO/MEO counselors, rather to help union officials to recognize and direct EEO/MEO complaints to the proper channel.

ARTICLE 13
MERIT PLACEMENT AND PROMOTION

13-1 PURPOSE:
This article is IAW TPR 300 (335) and AKARNG Regulation 811-1/AKANG Regulation 40-335.

The following outlines procedures and provides information for the Merit Placement Program covering bargaining unit members in excepted and competitive positions in the Alaska National Guard.

13-2 OBJECTIVES:
A) AKARNG Regulation 811-1/AKANG Regulation 40-335 will be used for filling bargaining unit vacancies that the Employer elects to fill in the excepted and competitive services of the Alaska National Guard and will be used for promotions and competitive reassignments.

B) To present for the Employer's consideration qualified applicants.

C) To give Technicians an opportunity to receive fair and appropriate consideration for higher level jobs.

D) To ensure maximum utilization of Technicians.

E) To provide an incentive for Technicians to improve their performance and develop skills, knowledge, and abilities.

F) To provide attractive career opportunities for technicians.

13-3 TECHNICIAN RESPONSIBILITIES:
Technicians are responsible for familiarizing themselves with the provisions of AKARNG Regulation 811-1/AKANG Regulation 40-335 and ensure that applications are accurate and complete in relation to the present duties being accomplished and the position being applied for. The Technician may notify his first line supervisor of intent to apply for an advertised position.

13-4 EXCEPTIONS TO COMPETITIVE PROCEDURES:

Actions Exempt from Competition (The following circumstances do not require competition through a vacancy announcement and application procedures):

A) Promotion due to issuance of new classification standards or the correction of a classification error.

B) Placement of over-graded technicians entitled to grade retention as a result of a Reduction-In-Force (RIF), reclassification, or management directed change-to-lower grade.

C) Promotion when competition was held earlier (i.e., position advertised with known promotion potential).

D) Re-promotion to a higher grade, an intervening grade, or position from which a technician was demoted without personal cause and not at his or her request.

E) Promotion resulting from a technician's position reclassified at a higher grade because of additional duties and responsibilities.

F) Position change to a position having no higher promotion potential.

G) Position change required by Reduction-In-Force regulations.

H) Temporary promotion of 120 days or less (within a twelve month period).

I) Detail for 120 days or less to a higher graded position or to a position with known promotion potential (within a twelve month period).

J) Selection of a technician from the Reemployment Priority List for a position at the same or lower grade than the one last held.

K) Placement as a result of priority consideration when an individual was not previously given proper consideration in a competitive action.

L) Temporary Appointment made under the Emergency Hiring Authority (NTE 2 years or as authorized by OPM).

M) Temporary Appointment not to exceed 12 months (appointments beyond 12 months must be made under competitive procedures). These appointments are primarily intended to provide temporary workload relief during the period of the competitive hiring process, to reduce backlogs, provide relief for unexpected workloads, or for an overlap of an incumbent during their absence. To place a temporary employee, submit an SF 52 and OF Form 612 or a resume to arrive at AKHRO at least ten working days prior to the start of the pay period. All temporary technicians must meet the minimum specialized experience criteria for the position they are to fill.

N) Placement of a prior permanent DoD employee (DS and NDS) who, during a Reduction in Force (RIF):

(1) Was in tenure 1 at the time of separation may be reemployed to a position at the same or lower grade as the position from which separated.

(2) Was in tenure 2 may be reemployed without competition within 3 years of separation to a position at the same or lower grade as the position from which separated.

O) Temporary promotions and details to higher graded positions for up to 179 days when undergoing a major reduction-in-force or closing an activity. This authority may be used only within 2 years of the effective date of RIF or closure.

13-5 INDEFINITE POSITIONS:

All indefinite positions will be announced and filled IAW AKANGR 40-335/AKARNGR 811-1. Individuals who are appointed to indefinite positions may be separated with a 30-day notice. Should the need for the indefinite limitation no longer exist, he/she may be converted to permanent without further competition.

AKNG permanent technicians will retain their permanent status if selected for an indefinite position. Should the indefinite position be eliminated, the affected permanent technician will be returned to their former position. Permanent authorizations must not cross service boundaries or funding categories (i.e., AKARNG to AKANG, or Joint Base Elmendorf-Richardson to Eielson). Both permanent and indefinite employees are subject to compatibility requirements.

(1) If selected at the same grade level, nature of action will be reassignment not-to-exceed (as long as the reason for the indefinite position exists, the reassignment will be in one-year increments).

(2) If selected at a higher grade, nature of action will be Temporary Promotion (as long as the reason for the indefinite position exists, the temporary promotion will be in one-year increments).

(3) If selected at a lower grade, nature of action will be Change to Lower Grade.

(4) If a permanent technician with the AKNG is selected for an indefinite position which crosses service boundaries or funding categories (i.e., AKARNG to AKANG or vice versa, or for AKANG funding category -- Joint Base Elmendorf-Richardson to Eielson or vice versa), the nature of action will be Excepted Appointment (Indefinite). Therefore, if a Permanent technician is selected for an indefinite position as identified in this paragraph, they will be converted to an indefinite appointment and the losing unit is not required to reserve their home position.

13-6 VACANCY ANNOUNCEMENTS:

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

1. Announcement number, Title, Series, Grade, and Salary range of the position.
2. Type of appointment (DS or NDS).
3. Employment status (Permanent, Indefinite, or Temporary).
4. Military compatibility requirements (Officer, Warrant Officers, Enlisted, Branches or MOS/AFSC).
5. Organizational and geographical location of the position.
6. Opening and closing dates (minimum 15 days).
7. Open Areas of Consideration (see Article13-8).
8. Instructions on how to apply.
9. Designated security clearance.
10. Information regarding known promotion potential, if applicable.

11. Special conditions of employment (i.e., developmental training, etc.).
12. Summary of duties and minimum qualification requirements (general and specialized).
13. Knowledge, skills, and abilities (KSAs).
14. Equal employment opportunity statement.
15. Medical standards/physical requirements for periodic medical evaluation when applicable.
16. Conditions of appointment.

13-7 POSTING OF ANNOUNCEMENTS:

Technician vacancy announcements are open for a minimum of 15 calendar days. Selecting officials may recommend a longer open period to ensure that all interested persons are aware of the vacancy.

A) All advertised technician announcements will be posted for download from the websites in use, currently www.usajobs.gov

B) Each AKHRO Liaison is responsible for posting vacancy announcements in an area that is accessible to potential applicants.

C) Selecting officials are encouraged to post copies of technician announcements in an area that is accessible all members of the Alaska National Guard.

D) A copy will be provided via email, to the Labor Organization.

13-8 AREA(S) OF CONSIDERATION:

The areas of consideration may be advertised in multiple areas simultaneously. Qualified non bargaining unit area applicants will not be submitted to the selecting official for consideration until all qualified bargaining unit members have been interviewed and considered for the selection. The areas of consideration for each specific position vacancy announcement will be in the following manner and sequence:

A) Non-Bargaining Unit positions:

(1) Area One: AKNG permanent and indefinite technicians, AKNG Traditional Guard members, and AKNG Active Guard Reserves (AGR).
(2) Area Two: All other military members.
(3) Area Three: All others.

B) Bargaining Unit positions:

(1) Area One: All permanent Alaska National Guard excepted and competitive civil service employees.
(2) Area Two: All Alaska National Guard members (Traditional and AGR's).
(3) Area Three: All other military members.
(4) Area Four: All others.

13- 9 APPLICATION PROCEDURES:

The applicant's resume or any format/form of application is the basic document used to determine an individual's qualifications for a position. Therefore, it must reflect the applicant's current and past employment data, as well as military duty assignments, qualifications, and training. Complete and accurate data is essential to ensure fair evaluation of candidates. The resume or application form must include the information, and follow the guidance outlined in AKANG 40-335/AKARNGR 811-1 (Applying for Positions).

13-10 ESTABLISHMENT OF KSA FACTORS:
The knowledge, skills, and abilities factors (KSA) required for the position to be filled will be prepared by the HRO prior to the advertisement of the position. The HRO may consult with the selecting official regarding the preparation and determination of the KSA factors. KSAs are used in the rating and ranking process - not to determine basic eligibility.

13-11 PROCESSING APPLICATIONS:
Only applications that are electronically received, received in person, postmarked or date stamped IAW the instructions posted on the vacancy announcement will be considered. The HRO will evaluate the application to determine that the applicant meets the basic qualifications of the advertised position.

HRO will ascertain that only applications that are postmarked or date stamped on or before 1600 of the closing date will be considered. The HRO will evaluate the application to determine that the applicant meets the basic qualifications of the advertised position. KSAs are used in the rating and ranking process - not to determine basic eligibility.

13-12 EVALUATION PANEL:
The procedures outlined in AKANGR 40-335/AKARNGR 811-1 apply to applicants for both Dual Status and Non Dual Status positions in the Alaska National Guard. If there are more than 10 qualified applicants, the Human Resources Office will appoint an evaluation panel. Evaluation panels shall be established for the purpose of rating and ranking candidates for the position to be filled.

13-13 REFERRAL AND NON-REFERRAL PROCEDURES:
Following the determination of basic eligibility and evaluation of candidates as outlined in AKANGR 40-335/AKARNGR 811-1, the Personnel Staffing Specialist will:

A) Refer qualified applicants IAW the established Area of Consideration for Non-Bargaining or Bargaining unit positions, whichever applies. Positions covered by the Labor Organization - Area One must be submitted to the selecting official for priority consideration.

B) Refer up to 10 qualified candidates along with their applications and supporting documents to the selecting supervisor. Candidates will be referred in alphabetical order.

C) When the position is advertised at multiple grades, a separate certificate will be issued for each advertised grade. Applicants will be rated and referred for all grades up to the highest advertised grade level he/she can qualify for, unless the application indicates availability at a certain grade or at the full performance level only.

D) Notify applicants who were rated as unqualified or basically qualified but not within the top 10 candidates in writing.

13-14 SELECTING OFFICIAL ACTIONS:
A) Selection panels will be used in determining the “best suited applicant”. The panel will consist of a minimum of three members, with a diverse make-up (gender and/or race and/or ethnic origin). It is permissible to appoint a member from another Branch (AK Air Guard/AK Army Guard or 176th Wing/168th Air Refueling Wing, Active Duty), or other diverse representation to include drill status members, bargaining unit members (not to include a Labor Organization Representative), IAW AKANGR 40-335/AKARNGR 811-1.

B) Interviews will be conducted in person. A telephone interview may be more appropriate if the applicant is geographically separated from the selection panel.

C) The same questions (in the same order) must be asked of each candidate being interviewed. Follow on questions not asked of every candidate may only be used if necessary to obtain a complete and meaningful response. Appendices of AKANGR 40-335/AKARNGR 811-1 provide guidance on appropriate, inappropriate, and prohibited types of questions.

D) Each panel member will assign a rating/ranking score based on their individual evaluation of the candidate's application/resume and responses to each interview questions. After the individual scores are marked only then may these ratings be discussed if ratings differ significantly or if raters feel that some important factors were overlooked or misunderstood.

E) Raters may change ratings, but will not be coerced or made to do so. Interview notes must reflect the justification for changing the score.

13-15 HRO ACTIONS:

A) Notify the technicians of the selection.

B) Notify those qualified candidates that did not rate high enough to be placed on the referral certificate.

13-16 PLACEMENT/PROMOTION RECORDS:

Sufficient records IAW TPR 300, as outlined in AKANGR 40-335/AKARNGR 811-1, required to allow reconstruction of the placement action are to be maintained for a minimum of two years. If a grievance is pending, records will be maintained until resolution of said grievance or the two (2) years whichever is longer.

13-17 GRIEVANCES:

Technicians who believe that procedures in accordance with this plan were not followed in a particular placement/promotion action, for which they were an applicant, may present a grievance under applicable grievance procedures. A grievance is not considered when it is based solely on non-selection.

The employer, upon request, shall provide the chapter president the opportunity to review the promotional material utilized in a placement action.

ARTICLE 14
TECHNICIAN DEVELOPMENT AND TRAINING

14-1 CONSIDERATION OF TRAINING AND EXPERIENCE:

The parties agree that the prior training that a technician has, is important and valuable. The employer agrees that full consideration of the technician's qualification resulting from training, experience or schooling shall be given when selecting for details, promotion and temporary duty. Technicians are employed as basically qualified and will be given full credit for their training. A need for additional training may exist to improve the productivity and efficiency of the work force, such as when new equipment or systems are introduced in the work center. Training will be based upon the availability of resources and mission requirements.

14-2 DOCUMENTATION OF FORMAL TRAINING:
A) The Employer agrees to formally document eight or more hours and any mandatory training on a SF 182. The employee shall complete the SF 182 to be forwarded to the supervisor within ten (10) work days. After receiving the SF 182 from the employee, the supervisor shall complete the SF 182 and forward it to the HRO training staff member within five (5) working days, for credit in the employee's OPF. This section also applies to military training received while in a civilian status.

B) Individual Development Planning (IDP): If required, the supervisor and technician will complete an individual development plan (IDP) at the beginning of the fiscal year. The purpose of the planning is to ensure that the appropriate training/development is identified.

14-3 SPECIAL CERTIFICATES:
When technician duties require special certification and licensing and an appropriate renewal of that certification, the Employer agrees to provide duty time to take the examination and fund approved costs as certified on the appropriate SF -182.

14-4 TRAINING OPPORTUNITIES:
A) Management agrees that all technicians will have an opportunity to attend civilian and military service schools or other courses of instruction to improve their job knowledge. Attendance at service schools in a military or civilian status will be IAW TPR 400 and NGB policy. Management agrees to inform technicians quarterly or as requested by the technician, of related schools availability and status. All training must fulfill the Employer's needs and be within budgetary limits. However the technician may request any training that shall increase their job skills or knowledge.

B) Technicians, while in technician status, shall not be subjected to military weight standards and physical training standards.

14-5 EMPLOYMENT EXAMINATION STUDY TIME:
Technicians required to take examinations related to their official duties will be given reasonable time to study for the examination during duty hours.

ARTICLE 15
POSITION DESCRIPTION AND DETAILS

15-1 POSITION DESCRIPTION:
A) Upon appointment, a Technician will be assigned to duties IAW the Technician Position Description (PD). Within 30 days of assignment to a position, each Technician will be provided with a copy of the PD and standards for the position to which assigned. The Technician PD prescribes the work to be performed with an overview of the duties and responsibilities.

B) When a new or revised Position Description (PD) is implemented, the Labor Organization and the affected Technician(s) will receive a copy. A Technician has the right to appeal the classification of the position for which he is officially hired. A Technician desiring to file a classification appeal shall first discuss the matter with his supervisor. A Labor Organization representative shall be allowed to be present at the discussion concerning the appeal. The Technician may present the classification appeal or may select a representative of his own choosing to assist in preparing the written appeal. The HRO shall advise and assist Technicians on procedural aspects of filing classification appeals. A classification appeal will be submitted through HRO to either the Civilian Personnel Management Service or the OPM, as appropriate. See TPR 511 for further guidance.

15-2 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, and should be of the same level and classification that the individual is currently graded. This does not preclude the Employer from assigning additional duties. If additional duties are assigned on a regular and recurring (15% or more for FWS and 25% or more for GS annually) basis, the PD or standards should be amended to include such duties. Work assignments shall not be in violation of prohibited personnel practices nor any relevant law, rule, regulation or this agreement. Duties requiring specialized training or certification should not be assigned prior to completion and documentation of training or certification. When a Technician believes that the other duties and responsibilities performed are significantly different from the position description the Technician may request through their chain of supervision a review of the position description for title, series, and grade.

15-3 ADDITIONAL DUTIES AND DETAILS:

It is acknowledged that there are vacancies that exist from time to time that are not or cannot be filled due to management decisions; these duties may be equitably distributed among the remaining work force within the area of concern on a fair and equitable basis IAW AKANGR 40-335/AKARNGR 811-1 (Exceptions to Competition) and this article. The Employer will exercise its efforts in good faith, subject to requirements of efficient operations, to avoid establishing additional duty requirements that would create unnecessary hardships, potential health hazards or discrimination against any Technician or group of Technicians. The Employer agrees to fill, when possible, bargaining unit vacancies that impact Bargaining Unit Members with additional duties and/or details.

15-4 DEFINITION OF DETAILING OF TECHNICIANS:

A) A detail is an official personnel action temporarily assigning a technician to a different established or pending position for a specified period of time (not to exceed 120 days), with the technician returning to the original position at the conclusion of the detail.

B) Details are intended to meet temporary 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.

15-5 PROCEDURE:

Details of technicians out of their specialty should be limited to the extent necessary to accomplish the mission.

A) Qualified volunteers for details will be sought and accepted before non-volunteers are assigned.

B) When an inadequate number of qualified technicians volunteer for a detail, the Employer agrees to rotate the assignment among the qualified individuals in the area of concern.

C) There may be isolated instances when management cannot apply these procedures. In those instances, management agrees to explain the circumstances to the affected Technicians in writing, at the request of the Technician, with a copy forwarded to the Labor Organization.

15-6 RECORDING OF DETAILS:

Official details will be recorded on SF Form 52 at the time the action occurs.

15-7 TEMPORARY PROMOTION:

Except when the service is for brief periods (less than a pay period), temporary promotions are the most appropriate means of meeting situations requiring the temporary service of a Technician in a higher graded position. Temporary promotion to an established position gives better recognition to management needs, as well as the Technician's abilities, in addition to compensation to the Technician for the higher grade work performed.

A) Temporary promotion may be used to:

(1) Fill a position during extended absence of the incumbent;
(2) Fill a position until a permanent appointment can be made; or
(3) Participate in a special time-limited project.

B) Temporary promotion is not appropriate:

(1) When it is primarily for training or evaluating a Technician in a higher graded position.

(2) To give a Technician a trial period prior to permanent promotion or to decide among individuals for permanent promotion.

C) Qualifications

The Technician must meet the grade and qualification requirements of the position to which temporarily promoted.

D) Notice and Duration:

(1) A Technician selected for a temporary promotion must be informed in advance of the action and of the circumstances which make it a temporary action. The technician must be informed in terms which leave no doubt as to the temporary nature of the action and all conditions relating to it including the expected duration. Assurance must be given that the Technician will be returned to his original position upon expiration or termination of the temporary promotion.

(2) A Technician may be temporarily promoted for the expected duration of the need of his services (in one-year increments), not to exceed four years. Temporary promotions exceeding 120 days must be made under competitive procedures in accordance with AKANGR 40-335/AKARNGR 811-1 (120 days are cumulative over a twelve month period).

15-8 JOB ENHANCEMENT:

Management recognizes that assignments to higher grade position, duties, and/or training may ultimately lead to new or better job opportunities. Merit promotion procedures will apply when appointed as understudy, or hired at less than a full performance trainee.

ARTICLE 16
PERFORMANCE APPRAISAL SYSTEM

16-1 ADMINISTRATION:

A) This Article addresses the Technician Performance Appraisal Program as it applies to bargaining unit members. Technician Personnel Regulation (TPR) 430 and this CBA are used for the administration of the Performance Appraisal Program. The current automated program is hosted on the web application: MyBiz/My Workplace.

B) The Employer will provide, upon request, to the Labor Organization the average of appraisal scores for internal Labor Organization use. In providing these averages, only averages will be supplied and not specific appraisal information concerning the evaluated individual.

C) The evaluation of a Technician's performance of assigned duties is paramount in the evaluation process. Items of a disciplinary nature will not be used as part of that measurement unless it occurred and affected the performance during the rating period.

D) Any disputes arising in the development of the Performance Standards and/or the Appraisal rating which cannot be resolved should be worked at the second line supervisor prior to the formal appeal process.

E) Formal Appeals will be submitted to the third level supervisor IAW this agreement. The final determination will be made by TAG IAW TPR 430.

ARTICLE 17
RECOGNITION SYSTEM

17-1 PURPOSE:
The Alaska National Guard Recognition System is designed to motivate technicians to increase productivity and creativity and to achieve greater efficiency, economy, and improvement of operations. It provides a method for rewarding those whose job performance and ideas are substantially above normal job requirements and performance standards, and provides for consideration of performance contributions throughout the Alaska National Guard. The recognition system is supported by all levels of management, and will be administered in a fair, objective, timely and equitable manner and consistent with TPR 451.

17-2 NOMINATION:
In addition to guidance provided in TPR 451, any employee having direct knowledge of a special act or service resulting in savings and/or benefits to the Alaska National Guard may recommend awards to the appropriate supervisor for submission IAW TPR 451.

17-3 OTHER METHODS OF RECOGNITION:
Letters of appreciation or commendation may be granted by supervisors for specific instances of above-standard performance or work achievements by an individual technician or a team of technicians that warrant special recognition but does not meet the criteria for a special type award.

Article 18
SUGGESTION PROGRAM

18-1 PURPOSE:
The suggestion program is an award program by which technicians make suggestions to improve Employer operations. The purpose of this program is to promote voluntary involvement and to identify ways to improve and increase productivity, creativity and to achieve greater efficiency, economy, and improvement of Alaska National Guard operations.

18-2 PROGRAM IMPLEMENTATION:
The suggestion program will be implemented IAW the respective owning service regulatory guidance.

Air National Guard: http://www.e-publishing.af.mil/shared/media/epubs/ANGI38-401.pdf
Army National Guard: https://armysuggestions.army.mil

Employees, Supervisors and Managers are encouraged to suggest improvements and / or efficiencies regardless of the expectation of State or National implementation. Individual units may have the authority to immediately implement improvements at the local level based on unit approval. Suggestions may be elevated for adoption above local level.

18-3 SUGGESTION AWARDS:
Approved suggestions may be considered for award under the program in which they were submitted.

ARTICLE 19
WORK FORCE REALIGNMENT, REORGANIZATION AND REDUCTION-IN-FORCE

19-1 GENERAL:
The Adjutant General is responsible for implementing a reduction in force.

19-2 PROCEDURES:
Procedures will be IAW TPR 351, Chapter 71 of Title 5 U.S. Code and LMA Article 3-1. It is in the best interest of the Employer and the Labor Organization to bargain on negotiable proposals to determine a course of action when applicable.

ARTICLE 20
TDY AND TRAVEL

20-1 GENERAL:
Selection of the employees for temporary duty assignments will be based upon official necessity and qualifications of the individual to best perform the mission required without regard to sex, race, religion or national origin. It is agreed when practicable, time spent by a technician in travel status away from their duty station will be performed within the regularly scheduled work week and work hours. 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. The employer agrees to attempt to insure that problems created by TDY assignments will have a minimal impact on morale of the technician. Finance office personnel are available to advise/assist the technician regarding travel entitlements and reimbursements during normal duty hours. Per Diem for travel or temporary duty as a technician shall be paid at the maximum rate allowable in accordance with the Joint Travel Regulations, Volume II.

20-2 ADVANCE NOTICE:
TDY schedules and sequence of events should be announced as soon as information on the TDY is available. In good faith management will make every effort to notify the technician ten (10) work days before required travel. It is acknowledged that there will be specific TDY or emergency situations where this time limit may not be met due to lack of details, although the information will be made available to the affected technician(s) as soon as possible.

20-3 ASSIGNMENT OF QUALIFIED TECHNICIANS:
Management will determine what qualifications are required based on the mission requirements of

a particular TDY assignment. In good faith, management will make every effort to assign qualified volunteers before non-volunteers are assigned. When an inadequate number of volunteers are available management will make selection(s) in a fair and equitable manner.

20-4 UNION NOTIFICATION:

Upon request, the Labor Organization will be informed of the backfill requirements when technicians are scheduled for deployment.

20-5 PER DIEM/TRAVEL ADVANCES:

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20-6 TRAVEL ORDERS:

A) The Technician and Management will make every effort to enter / approve automated TDY/ Travel Orders for the technician in a timely manner prior to departure. Ultimately the goal is to have an approved TDY / Travel Order five (5) work days prior to departure to insure that necessary arrangements for obtaining transportation, lodging and advancement of travel expenses can be accomplished during working hours prior to the TDY. It is acknowledged that there may be emergencies or unforeseen circumstances, in these situations travel orders should be issued as soon as possible after the situation arises.

B) TDY/Travel orders will reflect the Technician grade when traveling in a Technician status.

C) The intent is that Technicians will not travel without published TDY orders. In those cases where verbal orders are given, the published TDY orders will be transmitted in the most expeditious means possible to the Technician.

20-7 TRAVEL OF FAMILY MEMBERS:

The Employer may allow dependents or family members of technicians to travel as passengers on government owned or leased transportation, in accordance with DOD 4500.36R, NGB and Employer regulations.

20-8 TDY LODGING:

A) Technicians on TDY will occupy Government lodging when available. When not available, lodging that meets "corporate standards" will be used. Technicians should not be directed to occupy sub-standard lodging (armories, OMS shops, hangars, non-motel/hotel).

Note: "Corporate standards" are defined as official government lodging / hotel / motel that have a bed, bath, and environmental controls. In the event that lodging is unavailable at remote locations technicians may be required to occupy sub-standard facilities.

B) Lodging for the technicians on TDY will be based on the installations published standards. If the installation lodging office determines that lodging is not available a certificate of non- availability will be provided. Where adequate government lodging is not available, the employer is responsible to provide transportation between the duty station and lodging when required for accomplishment of the mission.

20-9 TRAVEL VOUCHERS:

The employee will submit a travel voucher, through automated systems, to the Accounting and Finance Office in all cases when travel is completed. The voucher will be submitted within five (5) work days after completion of travel. The filing of travel vouchers and time spent obtaining per diem/travel arrangements may be accomplished on duty status.

20-10 COMPENSATORY TIME FOR TRAVEL:
IAW: TPR 630 and JTR

20-11 TRAVEL OUTSIDE THE CONTINENTAL UNITED STATES:
In FY 95, Congress authorized forty-four (44) days of additional military leave for deployments outside CONUS. This entitles those deployed an additional 44 days of protection under the Status of Forces Agreement. The additional 44 days military leave coupled with the 15 days previously authorized for military duty, make it likely there will be sufficient military leave for deployments. In situations where mission requirements dictate deployment longer than 59 days per fiscal year, the employer will consult with the employee to consider alternate arrangements to preclude using annual leave or LWOP status.

IAW: TPR 630 and 5 USC 6323 (d), both Supervisor and Technician should consult with HRO to determine best course of action.

ARTICLE 21
COMPENSATORY TIME

21-1 COMPENSATORY CREDIT:
In accordance with public law, overtime pay is not authorized for National Guard technicians. Authorized time worked in excess of the normal hours of work shall be considered compensatory time. Compensatory time shall be granted for approved work in excess of the normal daily or weekly hours. Fifteen (15) minutes is the minimum period of compensatory time that will be authorized. Effort will be made to assign compensatory time in one hour increments. Official business conducted via phone calls or texts outside the technician's work hours may be compensated in increments of 15 minutes with Supervisory approval.

21-2 SELECTION FROM THOSE QUALIFIED:
In good faith, Supervisors shall make every effort to rotate compensatory assignments fairly and equally among all qualified technicians in an assigned work center. A register of qualified technicians may be established from which compensatory time assignments shall be made. Except in uncommon or emergency situations, a technician shall have the right to arrange for a suitable qualified replacement for compensatory time assignments. The Labor Organization may consult with the Supervisor concerning the assignments of compensatory time in an effort to keep the compensatory time work equal among all technicians. Supervisors will not assign compensatory time work to technicians as a reward or penalty.

21-3 ASSIGNMENT OF COMPENSATORY TIME:
In good faith, Supervisors will make every effort to notify the Technicians as soon as possible when compensatory time has been authorized. A Technician assigned to work compensatory time by a Supervisor will not be responsible for pre-approval of the compensatory time. Technicians should not be called back for compensatory time work on their days off or directed to perform compensatory time except in unusual or emergency circumstances (REF Article 1-3). Supervisors will consider all circumstances including the Technician's individual situation, when assigning a Technician to work compensatory time.

21-4 CANCELLATION OF COMPENSATORY TIME:
In good faith, Supervisors will make every effort to notify the Technician as soon as possible when the requirement to work compensatory time no longer exists.

21-5 CALL BACK COMPENSATORY TIME:

A) When called back and enroute to duty location for irregular or occasional work during a period for which work was not normally scheduled, compensatory time earned will be deemed at least two hours. Compensation will be given for a reasonable period of time for a commute to the individual's home of record or up to the first full stop whichever is less, and is inclusive in the two (2) hour minimum. If greater than two (2) hours are performed, this time is additive.

B) Technicians called in to work outside their basic work week and/or Technicians called back after their basic work day should be excused immediately upon completion of the task they were called in to perform.

C) Reference 21-1 for guidance pertaining to conducting official business via phone calls or texts outside the technician's work hours.

21-6 COMPENSATORY TIME FOR TRAVEL: IAW: TPR 630 AND JTR:

A) To the maximum extent practicable, the head of an Employer shall schedule the time to be spent by an employee in a travel status away from his official duty station within the regularly scheduled workweek of the employee.

B) Time in travel status. Time in travel status away from the official duty station of an employee is deemed employment only when:

1) It is within his regularly scheduled administrative workweek, including regular overtime work; or

2) The travel:
   a) Involves the performance of actual work while traveling;
   b) Is incident to travel that involves the performance of work while traveling;
   c) Is carried out under such arduous and unusual conditions that the travel is inseparable from work; or
   d) Results from an event which could not be scheduled or controlled administratively, including travel by an employee to such an event and the return of the employee to his or her official duty station.

3) Time spent traveling shall be considered hours of work if:
   a) An employee is required to travel during regular working hours;
   b) An employee is required to drive a vehicle or perform other work while traveling;
   c) An employee is required to travel as a passenger on a one-day assignment away from the official duty station; or
   d) An employee is required to travel as a passenger on an overnight assignment away from the official duty station during hours on non-workdays that correspond to the employee's regular working hours.

C) An employee who travels from home before the regular workday begins and returns home at the end of the workday is engaged in normal "home to work" travel; such travel is not hours of work. When an employee travels directly from home to a temporary duty location outside the limits of his or her official duty station, the time the employee would have spent in normal home to work travel shall be deducted from hours of work.

D) An employee who is offered one mode of transportation, and who is permitted to use an alternative mode of transportation, or an employee who travels at a time other than that selected by the Employer, shall be credited with the lesser of:

1) The actual travel time which is hours of work; or

2) The estimated travel time which would have been considered hours of work had the employee used the mode of transportation offered by the Employer, or traveled at the time selected by the Employer.

E) Insofar as practicable travel during non-duty hours shall not be required of an employee. When it is essential to travel during non-duty hours the official concerned shall record his reasons for ordering travel at those hours and shall, upon request, furnish a copy of this statement to the employee concerned.

21-7 COMPENSATORY TIME USAGE:

Compensatory time is subject to the same requesting and supervisory approval procedures as that of annual leave. Compensatory time can be used in the same increments as annual leave and / or regulatory guidance.

21-8 RETENTION OF COMPENSATORY TIME:

Compensatory time must be utilized within twenty-six (26) pay periods from the time it is earned. Lump sum payments for unused compensatory time are not authorized.

ARTICLE 22
HOURS OF WORK/COMPRESSED WORK SCHEDULE

Hours of work and compressed work schedule policy as established by the Labor/Management Partnership Council. Policy shall run concurrent with the term of the collective bargaining agreement. Current Partnership Policy Letters are located at http://dmva.alaska.gov/HRO.

ARTICLE 23
LEAVE STATUS

23-1 GENERAL:

The Employer has the responsibility to decide when leave may be taken, and to equitably administer the leave program. If an employee works a scheduled shift for which a differential pay is authorized, any leave taken during that scheduled shift shall include a continuation of differential pay.

23-2 REQUESTS IN EXCESS OF THIRTY DAYS:

Technicians may be granted leave of absence with or without pay, in accordance with provisions in Article 23-1 and the following;

A) Requests for leave of absence with or without pay, in excess of thirty (30) days, will be submitted by the technician at least forty-five (45) days before the leave of absence is to commence.

B) Requests for leave of absence with or without pay, less than thirty (30) days, will be submitted by the technician at least thirty (30) days before the leave of absence is to commence.

23-3 RESTORATION OF DUTIES UPON RETURN:
A technician who has been granted approved leave of absence will, upon its expiration, be restored to duties within the scope of their position, providing the technician reports to work within the limits of the approved leave; unless the technician has been notified of a reduction in force during this period of absence.

23-4 ENTITLEMENT TO RIGHTS AND PRIVILEGES:
A technician, on approved leave of absence with or without pay, shall accrue all rights and privileges.

23-5 COURT LEAVE:
Court leave is leave with pay for a period of time spent in Federal, State, or Municipal court by a technician for duty as a juror, witness, or for attending court at the direction of the Employer. The technician will obtain an attendance slip from the court that will be provided to their supervisor and/or time keeper in order to verify appearance at the court session. If a technician is a witness in an unofficial capacity for a private party, the absence shall be charged to annual leave, compensatory leave, or leave without pay.

23-6 ANNUAL LEAVE AUTHORIZATION AND APPROVAL:
Approval or request for annual leave will be the lowest level of supervision practical, normally by the immediate supervisor. Annual leave will be approved based on workload and mission requirements. When leave is requested through ATAAPS or in the form of a written request (OPM 71) in advance, the supervisor agrees to inform the technician as soon as possible whether the leave request is approved or disapproved. When disapproved, the supervisor will note the reason in the appropriate block of ATAAPS or the OPM 71.

A) The Employer agrees to make an effort to insure that annual leave is scheduled in such a manner the technicians will have the opportunity to take accrued annual leave which cannot be carried forward to the next year. When there is a conflict between two technicians of the same work section desiring the same leave period, the conflict shall be decided on a first requested basis. If a tie exists, Service Computation Date (SCD) will be the determining factor.

B) In all instances leave will be requested and approved in advance. For absences of forty hours or more, the Employer may require technicians to submit a written request for annual leave in advance of the proposed leave period.

C) In an emergency, leave may be requested by the technician from the supervisor or supervisor's designated representative within two (2) hours after commencement of the daily tour of duty. In unusual cases, when the notification is not possible, the technician may be charged AWOL/LWOP as appropriate, subject to a later change, depending on the circumstances.

D) Consistent with workload and mission requirements, attempts will be made to satisfy the desires of the technicians with respect to granting leave extensions while in a leave status.

E) Employees who are dissatisfied with the administration of their leave may grieve using the procedure established in the agreement.

23-7 CANCELLATION OF APPROVED LEAVE:
When the Employer finds it necessary to cancel approved leave due to unusual circumstances, the reason for such action will be explained to the affected technician (s). Upon request by the technician the Employer agrees to provide a written explanation for cancellation.

23-8 FAMILY AND MEDICAL LEAVE:
Family and medical leave is authorized in accordance with TPR 630 which is derived from 5 CFR Part 630, the Family and Medical Leave Act (FMLA) of 1993, and the Family Friendly Leave Act of 1994. Supervisors and members should discuss this option and contact the HRO Benefits section for details, if the employee requests FMLA.

23-9 MILITARY LEAVE:
Military leave is leave granted to government employees in accordance with TPR 630.

23-10 SICK LEAVE AUTHORIZATION AND APPROVAL:
A) Circumstances will be determined in accordance with TPR 630.

B) Technicians not reporting for work due to the reasons cited above shall request sick leave from the appropriate supervisor within two (2) hours after commencement of their duty day. In unusual cases, when the required notification cannot be met, the technician may be charged AWOL/LWOP as appropriate, subject to a later change depending on the circumstances.

C) Consecutive days of sick leave will require daily notification unless the appropriate supervisor has approved leave for an extended illness.

D) Sick leave will be authorized only in bona fide cases and may be granted orally or may require acceptable evidence. It is the responsibility of the appropriate supervisor to ascertain whether absences are properly chargeable to sick leave. Medical certificates may be required for absences in excess of three (3) workdays, or for a lesser period when determined necessary by the supervisor.

E) Sick leave may be requested and utilized in time increments of fifteen (15) minutes.

F) Administrative leave is authorized for physical & dental examinations required for military membership/duty. For work related medical & dental appointments see Article 23-18 and TPR 630.

G) When sickness occurs within a period of annual leave an Employer shall grant sick leave for the period of sickness (subject to the restrictions of 5 CFR 630.405).

23-11 SICK LEAVE ABUSE:
Whenever there is reason for the Employer to believe that a technician may be abusing sick leave, the technician will be advised through counseling that there is concern and that sick leave controls may be imposed.

23-12 EXCUSED ABSENCE FOR VOTING:
A technician may be granted an excused absence for time required to vote when polls are not open at least three- (3) hours before or after regularly scheduled duty hours.

23-13 LEAVE TRANSFER:
The leave transfer program is a program to donate leave to another technician's leave account. When the need arises, this program will be administered in accordance with applicable regulations by the HRO.

23-14 REQUEST FOR LEAVE WITHOUT PAY:
All requests for more than eighty (80) hours of LWOP will be submitted in writing through channels to the HRO for approval. LWOP of less than eighty (80) hours may be approved by the technician's supervisor.

23-15 DONATION OF BLOOD:
Technicians are encouraged to serve as blood donors. The scheduling of blood donation times will be the function of the appropriate supervisor with times being equally rotated throughout the work section. With Supervisory approval, Technicians will be excused from work without charge to their leave only for time necessary to donate blood, recuperation following blood donation, and for necessary travel time to and from the donation site. The technician will obtain a donation verification that will be provided to their supervisor and/or time keeper in order to verify blood donation. The maximum excused time will not exceed four hours on the date of the blood donation except in unusual circumstances. When an employee must travel long distance, or when unusual needs for recuperation occurs, up to an additional four hours may be authorized. Emergency donations will be handled on a case by case basis by the appropriate supervisor. (IAW TPR 630)

23-16 BONE MARROW/ORGAN DONATION:
An employee who is a bone marrow or organ donor is entitled to seven (7) days of paid leave each year to serve as a bone marrow or organ donor. The length of the paid leave period, of up to a maximum of seven (7) days, will be determined by the medical facility.

23-17 LEAVE OF ABSENCE FOR UNION OFFICIALS:
The employer agrees that when adequate advance written notice is given, an employee in the bargaining unit elected or appointed to a labor organization office, or as a delegate to an ACT activity requiring an extended leave of absence, may be granted annual leave and/or leave without pay. Such leave of absence shall not exceed four (4) years for each application.

23-18 ADMINISTRATIVE LEAVE:
IAW TPR 630. In addition to guidance in TPR 630, JFHQ-AK policy may outline additional authorizations for the use of administrative leave. Work related physical and dental exams as defined in TPR 630, 12-3d, are authorized excusals, subject to supervisory approval and chargeable to administrative leave. (IAW TPR 630)

ARTICLE 24
STANDBY/ON-CALL STATUS

24-1 STANDBY (PAY STATUS):
IAW 5CFR 551.431; A technician will be considered on duty and time spent on standby duty shall be considered hours of work if:

1) The technician is restricted to an Employer's premises, or so close thereto that the technician cannot use the time effectively for his or her own purposes, or:

2) The technician, although not restricted to the Employer's premises;
   a) Is restricted to their living quarters or designated post of duty;
   b) Has their activities substantially limited; and
   c) Is required to remain in a state of readiness to perform work.

24-2 ON CALL (NON-PAY STATUS):

A) A technician will be considered off duty and time spent in an on-call status shall not be considered hours of work if:

1) The technician 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 in a reasonable call-back radius; or

2) The technician is allowed to make arrangements such that any work which may arise during the on-call period will be performed by another person. Such arrangements must be coordinated with the substitute worker and the supervisor concerned.

B) The parties agree that an on-call rotational list shall be created where appropriate for the purpose of covering on-call situations. The list shall be implemented and maintained in a fair and equitable manner. Should the technician not be able to work while on an on-call status, for whatever reason, the employer agrees to contact the next available employee on the list.

C) If an employee works outside his or her normal duty schedule due to being called in while on an on-call status, the employee will be entitled to compensatory time from the time he agrees to come into work to the time he is released from the duty location.

24-4 TIME DEDUCTIONS:

Deductions of meal and sleep periods from "hours of work": The employer may exclude bona fide meal periods during the technician's regularly scheduled workday. A technician who is on duty for 24 hours or more receives basic pay plus compensatory time for this tour of duty arrangement. Such a tour a duty typically consists of productive work, standby duty, and eating and sleeping periods. Provided a technician has a bona fide sleep period the Employer may exclude up to 8 hours of sleep time from such a tour of duty. If a technician performs standby duty on the employer's premises, or at quarters provided by the employer, there must be adequate sleeping facilities available to the technician in order to include sleep time. If a technician cannot get at least 5 hours of sleep because of Employer initiated interruptions, then the entire period is considered to be "hours of work." In no case can sleep time be deducted from a tour of duty less than 24 hours. If a technician is called back to duty during a meal or sleep period such time is "hours of work" (including any time spent traveling to and from the duty location).

ARTICLE 25
HEALTH AND SAFETY

25-1 GENERAL:

The Employer agrees to make every effort to provide safe and healthful working conditions in compliance with applicable laws and regulations. The Union recognizes its responsibility to encourage all technicians to observe safety policies and procedures, and that the Employer is responsible to provide required safety training. Appropriate actions to correct the unsafe situation must be taken by both the Employer and employees. The Union and Technicians may also assist by suggesting methods of improving safety conditions. The Employer and Union agree to analyze all situations relating to hazardous exposure, particularly in an arctic environment. Parking lots and walkways should be cleared of snow as soon as possible by the employer.

25-2 SAFETY FACTORS:

The primary responsibility for personal safety rests with the individual employee. Management has the responsibility to insure that the working conditions are as safe as possible and that all technicians observe safety rules and procedures. All technicians should report violations and hazards as soon as they are noticed and take appropriate actions to correct the unsafe situation. When necessary, no fewer than two employees will be permitted to work in an isolated area without periodic checks being made by the employer. The employee should file the appropriate Service Hazard Report if convinced that the work situation is unsafe.

25-3 HAZARDOUS MATERIAL:

COMMUNICATIONS TRAINING: The Employer agrees to provide HAZCOM training in accordance with Federal and State Laws and will be implemented IAW DOD directives. Manufacturer Safety Data Sheets (MSDS) shall be available to the employees affected and be in close proximity and available for the technician's use.

25-4 PERSONAL PROTECTIVE EQUIPMENT:

Personal Protective equipment (PPE), will be provided by the employer in a timely manner. This equipment will be made readily available for use. Exchange for unserviceable PPE will be at no charge to the employee. PPE required for each work center will be determined by the supervisor after consultation with the Safety Office IAW 29 CFR, Sections 1910.120 App. B and 1926.65 App. B. Provisions will be made for cleaning and care of the equipment at the facility or other suitable facility, at no cost to the employee, so as not to introduce hazards outside the work place. Lockers and/or storage space shall be provided for PPE. The employer agrees to insure security of individual issue PPE when stored in a common use storage area.

25-5 SMOKING/TOBACCO USE:

Both Management and the Labor Organization recognize the rights of all technicians and in accordance with federal law smoking will not be permitted within any buildings, conveyances, government vehicles and work areas occupied by members of the Alaska National Guard.

1) The parties shall jointly identify existing outdoor areas where employees may smoke, reasonably accessible to employee's worksites and that provide a reasonable measure of protection from the elements.

2) Employees who desire to enter a smoking/tobacco use cessation program may contact the AKNG Human Resource Specialist and seek assistance through the Employer's personal assistance program and that a government sponsored smoking cessation course shall be provided at no cost.

3) Employees who use the smoking area should be responsible for trash disposal, cleaning, and upkeep of the designated smoking area.

4) Smoking/tobacco use is defined as cigarettes, cigars, cigarillos, smokeless tobacco and/or electronic cigarettes, vaporizers, inhaled tobacco, and all other tobacco products designed for human consumption.

25-6 LIMITED DUTY/DISABILITIES:

A) Consistent with law rule and regulation an employee who has been injured or temporarily incapacitated and able to perform limited duty may be afforded the opportunity to perform alternate duties, at the employers discretion, until they have recovered from the injury or incapacitation. Employees serving in a temporary limited duty status may apply for and will be considered for

promotion, if otherwise eligible.

B) OWCP Continuation of Pay: For any covered incapacitating injury incurred while in a duty status, technicians may be authorized continuation of pay (COP) status for a period not to exceed forty-five (45) days. Early filing of a workers compensation claim form (CA-1 for an injury, CA-2 for illness/disease), is essential to ensure full coverage for any job related injury or illness.

25-7 IMMINENT DANGER:

A) Applicable safety directives will not be violated in the performance of a technician's duties. Assigned duties that violate safety directives will be brought to the immediate attention of a management official.

B) The term "imminent danger" means any conditions or practices in any work place which could reasonably be expected to cause death or serious physical harm (a risk of injury of any sort is not sufficient) immediately or before there is sufficient time for imminence of such danger to be eliminated through normal procedures.

1) In the case of imminent danger situations, employees shall make reports by the most expeditious means available.

2) The employee has the right to decline to perform assigned tasks because of a reasonable belief that, under the circumstances, the tasks pose an imminent risk of death or serious bodily harm, coupled with a reasonable belief that there is insufficient time to effectively seek corrective action through hazard reporting and abatement procedures. In these instances, the employee must report the situation to the supervisor or the next immediately available higher level supervisor.

3) If the supervisor believes the condition or corrected condition does pose an immediate danger, then management shall request an inspection by the Safety Office as well as contact the Labor Organization, who shall be afforded the opportunity to be present at the time the inspection is made.

4) Should the Safety Office decide the condition does not pose an immediate danger or if the supervisor gives the instruction to return to work, with or without attempted corrective action, the employee must choose between:

a) Setting aside his or her concerns and perform the work or;
b) Disobey the order and risk disciplinary action, for example, insubordination.

5) Continued refusal by the employee at this point would be justified, if there was a reasonable basis for the employee to believe that imminent danger was present.

25-8 TEMPERATURE RESTRICTIONS:

A) The employer and the labor organization mutually recognize the hazards of working in extremely cold temperatures, while at the same time, acknowledge the necessity for accomplishing certain tasks to varying extent even in the most extreme temperatures. It is acknowledged that it is the responsibility of each employee to insure the adequacy of cold weather gear worn and to make full and proper use of all such protective equipment prior to venturing out into extreme temperatures. Heater availability and tasks that are done in protected areas may allow for extended periods of work during extreme temperatures.

B) Management acknowledges that there are certain cold related situations beyond which employees are capable of performing sustained work.

C) Therefore, the following chill factor tables indicating the duration of outside work that may be performed without rotation to inside work for a fifteen (15) minute warm-up in a heated warming shelter (see (I) below is hereby agreed to.

CHILL FACTOR TABLE

AMBIENT/WIND CHILL	MAX. WORK PERIOD BEFORE BREAK
-10°F or warmer	Normal
-11 to -29°F	60 Min.
-30 to -34°F	45 Min.
-35 to -39°F	30 Min.
-40 to -44°F	20 Min.
-45 and below	Non-Emergency work ceasing

D) -45 and colder, "Non-Emergency work ceasing" will be limited to emergencies, alert force launch and recovery, or to an actual Higher Headquarters tasking situation. When an unusual situation (not described above) arises, qualified volunteers will be sought and utilized before non-volunteers are assigned.

E) It is realized that tolerance between individuals differ and that the type of outside work being accomplished affects the body heat generated by a worker, therefore, common sense must be applied along with the above work/warm up periods. Shorter work periods or longer warm up periods may be necessitated due to individual tolerances and levels of work.

F) During operational situations, technicians may be subjected to extreme temperatures for brief periods of time. Winds may be produced or accelerated by propellers, rotors or aircraft design that exceed reported velocities. Exposure time will be kept to a minimum.

G) Environmental Differential Pay (EDP) will be authorized IAW EDP Article and Appendix A-5 paragraph A, B and C.

H) When applying the temperature provisions of this article, the temperature will be obtained from the on-site or most local reporting weather station; e.g. Ted Stevens International Airport, flight service stations, Fort Richardson, Eielson Air Force Base, or the official village temperature.

I) Heated Warming Shelters – shall be heated, enclosed areas e.g. heated building, room, vehicle, aircraft, tent, etc. available and nearby.

25-9 COLD WEATHER REPORTING PROCEDURES:

Inclement weather work reporting will be in accordance with JFHQ-AK/HRO policy. I&I procedures will be IAW Article 3-2 of this LMA.

25-10 EMERGENCY MEDICAL ASSISTANCE:

The Employer agrees to provide medical assistance to injured technicians. Recognizing that the non-availability of assistance may exist, when immediate response is not available, other emergency medical assistance will be contacted without delay.

25-11 MEDICAL SURVEILLANCE PROGRAM:
The Employer and Union acknowledge the need for a comprehensive medical surveillance program for the health and well-being of the technicians and to abide by established service regulations and safety standards. Medical information essential to work site safety will be provided to the supervisor. Personal medical information having no impact on other workers or work site safety will not be provided to the supervisor without written approval of the technician.

25-12 AIR QUALITY:
Management and Labor agree that the health and safety of the workforce is paramount. Air quality may be diminished by a variety of natural or manmade factors. Each member's respiratory sensitivity to air quality changes may be different. Supervisors will be cognizant of air quality changes and technicians will notify their Supervisor and may call for a rest period if they feel that they cannot continue work due to their sensitivity to diminished air quality.

ARTICLE 26
WORK ATTIRE AND PPE

26-1 MILITARY UNIFORMS:
A) Given that the technician workforce is required to wear the military utility uniform in the performance of their duties, it is the employer's responsibility to provide uniforms and a uniform replacement procedure commensurate with normal wear and tear at no cost to the Enlisted Technician. The Employer will provide uniforms in the quantities authorized by applicable service regulations. Work time will be authorized for the purpose of exchanging unserviceable uniforms when the Technician's unit of assignment supply function is co-located with the work site.

B) Should the Technician not receive the requested uniform(s) within 45 days of submitting it to the supply source, the Technician's supervisor shall be notified for assistance with resolution. Upon said notification, the supervisor will request assistance through the Technician's chain of supervision/command to assist in obtaining the aforesaid uniform.

C) Uniforms will be worn IAW 32 USC, Section 709(b)(4) and applicable military service regulations (Air Force Instruction 36-2903 and Army Regulation 670-1) issued by the Employer to the Technician, ready to wear, with all appropriate accouterments and any other required items, properly sewn on. To the extent allowed by law and regulation, the Employer may allow its resources to be utilized to affix uniform accouterments to the extent those resources are otherwise available and not being used.

D) These provisions do not apply to any officer Technician.

E) An enlisted Technician not entitled to receive uniform allowances under Title 10, USC, Section 1593, or Title 5, USC, Section 5901, for a particular period of employment may, for that period, receive the uniforms, accouterments, or allowances referenced in paragraphs 26.1a through d, above, under Title 37 USC Section 418.

26-2 PERSONAL PROTECTIVE EQUIPMENT (PPE):
A) The Employer will provide PPE in accordance with applicable, federal, state and service regulations. The use of PPE is highly encouraged to protect the duty uniform from excessive stains and damages. To the extent permitted by applicable Army and Air Force regulations/local policy, the Employer may permit a Technician to wear clothing items to protect the Technicians from cold or wet weather or exposure to dirty, irritating, or hazardous substances.

B) Coveralls will be issued to the Technician working in an industrial setting (i.e. maintenance shops, hangers, flight lines and warehouses). The Technician should have coveralls for summer and winter use. Coveralls will be worn in accordance with local policy. The coverall will not be worn when leaving the work-site for meals, to run errands, either personal or for the Employer, or travel to and from the worksite. The replacement procedures are the same as the direct exchange program outlined above for Army National Guard Technicians. Air National Guard Technicians will need to obtain prior approval from their Commander or designated representative for replacements.

C) Winter PPE (Coveralls, boots, hat and gloves) will be issued to those Technicians that are required to work in a cold weather environment for any length of time.

D) Two (2) pairs of safety footgear (1 summer/1 winter) will be issued to those that work in an industrial setting (i.e. maintenance shops, hangers, flight lines and warehouses).

E) IAW OSHA Regulation 1910.132 (a) the Employer will provide for cleaning of contaminated uniforms/coveralls at no cost to Technicians. Cleaning provided for under this Section will not require the Technician to take away from the work site items or clothing contaminated with hazardous materials or substances which could endanger the Technician's family and/or the environment. The Employer will provide a cleaning area and common storage area, should contamination occurs. Employees will be encouraged to bring additional work uniforms/coveralls to be worn until the end of the work day.

F) Each unit will determine their own storage needs and requirements that would allow employees to store additional uniforms/coveralls IAW with OSHA Regulation 1910.141(e).

ARTICLE 27
HAZARDOUS DUTY PAY AND ENVIRONMENTAL DIFFERENTIAL PAY

27-1 PURPOSE:
The purpose of this article is to define the situations under which Hazardous Duty Pay (HDP) and Environmental Differential Pay (EDP) are paid to technicians employed by the Alaska National Guard. Specific procedures and guidelines are established in 5 CFR Part 532 and 550.

27-2 COVERAGE:
A) This article applies to all Alaska National Guard civilian employees whether they are employed on a full-time, temporary, part-time, or intermittent basis.

B) HDP applies only to General Schedule (GS) technicians.

C) EDP applies only to Wage Grade technicians.

D) HDP may not be paid to a technician when the duty has been taken into account in the classification of the technician's position, unless the circumstances of the specific hazards or physical hardships have changed from those identified in the controlling position description.

27-3 POLICY:

A) HDP and EDP are additional compensation programs available to technicians for actual exposure to various degrees of hazard, physical hardship, and working conditions of an unusually severe nature. Authorization for these differentials does not eliminate the continuing responsibility of all concerned to initiate positive action to eliminate or reduce danger and risk which contribute to or cause the hazard, physical hardship or working condition.

B) The existence of HDP and EDP differentials is not intended to condone work practices which circumvent federal safety laws, rules or regulation.

C) When a potential hazard or actual discomfort is identified in a work assignment, first consideration must be given to the protection of the technician. Protective measures which reduce the hazard to the technician and relieve his discomfort must be made available if at all practicable and the application of these measures enforced. The payment of HDP and EDP is a measure which admits that no available means can reasonably be employed to adequately, or where appropriate, practically eliminate the hazard or discomfort to reasonably tolerable levels.

27-4 DISSEMINATION:

Supervisors are responsible to insure that the provisions of this article are made known to all subordinate technicians.

27-5 RESPONSIBILITIES:

A) Technicians: Each technician is required to work within the dictates of sound safety and occupational health practices and procedures which are under his control. In those instances where the application of these practices and procedures cannot eliminate a hazardous situation, the technician must take positive steps to report the situation, and if appropriate, initiate a request to establish an HDP/EDP situation. Recommendations will be forwarded through supervisory channels to HRO and to the Labor Organization.

B) Supervisors: All supervisors and managers must insure that safety practices and acceptable work procedures are followed. In those instances where the application of these practices and procedures cannot adequately alleviate a hazardous situation, the supervisor or manager must take positive steps to report the situation, and if appropriate, initiate a request to establish an HDP/EDP situation.

Upon receipt of a request to establish an EDP/HDP situation, the supervisor must examine the situation, provide recommendations, and forward the situation through supervisory channels to the HRO office. Supervisors and managers do not have authority to approve or disapprove a request to establish an HDP/EDP situation.

Note: Each supervisor and manager must forward a HDP and EDP request (appendix B) through supervisory channels to the HRO and the Labor Organization State Headquarters within ten- (10) working days of receipt.

C) HRO: The HRO is responsible for the management of the HDP and EDP programs. HRO shall review and disseminate all appropriate issuance from the Office of Personnel Management (OPM) and the National Guard Bureau as it relates to this article. The HRO and Labor Organization shall conduct annual evaluations of the program and the approved situations to insure that they are current and valid. New qualifying situations that arise during the review period will be handled on a case by case basis.

D) HRO and Labor Organization: Upon receipt of HDP and EDP requests, the HRO shall meet with the Labor Organization within fifteen (15) working days for the purpose of making a recommendation to OPM for requests not addressed in this article. Equal representatives from Labor and Management shall evaluate the situation and determine if the situation meets the parameters of the appropriate CFR for recommendation. Management and Labor Organization representatives may receive technical assistance as necessary to make a determination. When management and union representatives meet to address a situation not covered in this article, a transcript will be maintained. OPM approved situations will be distributed to the field in the form of an appendix to this article.

27-6 HAZARDOUS DUTY PAY (HDP):

A) Introduction: This section provides details necessary to implement an HDP in the Alaska National Guard technician program as authorized by 5 CFR, Section 550.904 and Appendix A of this article.

B) Coverage: This article establishes a schedule of pay differentials for irregular or intermittent duty involving unusual physical hardship or hazard. The law applies to GS employees serving in full-time, part- time or intermittent positions. In order for an individual to be eligible for HDP he/she must be performing hazardous duties or duties involving physical hardship. The situations authorized for HDP are listed as appendixes at the end of this article.

C) Definitions:

1) Duty involving physical hardship means duty which may not in itself be hazardous, but, which causes extreme physical discomfort or distress and which is not adequately alleviated by protective or mechanical devices. Situations which could qualify for HDP are:

a) Duty requiring exposure to extreme temperatures when the exposure exceeds the established parameters in the Health and Safety article or Appendix A-5 HDP will be authorized.

b) Duty involving arduous physical exertion, such as duty which must be performed in cramped conditions.

c) Duty performed on a high structure where protective facilities are not used or on an open structure where adverse conditions such as darkness, lightning, steady rain or high wind velocity exist.

2) Hazardous duty: means duty performed under circumstances in which an accident could result in a serious injury or death.

3) Hazard pay differential: means additional pay for performance of hazardous duty or duty involving physical hardship.

D) Authorization to pay HDP:

1) The supporting pay branch is authorized to pay HDP when:
2) There is an OPM approved HDP situation.
3) The supervisor has processed the required documentation to civilian pay.
4) HDP may only be paid to technicians who are assigned hazardous duty or duty involving physical hardship.

E) Payment of HDP:

1) Hazardous pay differentials may not exceed an amount equal to 25 percent of the rate of base pay applicable to the technician. Hazard pay is in addition to any additional pay or allowances to which the technician becomes entitled. It shall not, however, be used to

compute any additional pay or allowances payable under another statue or law. If a technician is being paid at a retained rate, that rate is his rate of base pay for the purposes of computing HDP.

2) When a technician performs duty for which hazard pay is authorized, he will be entitled to hazard differential pay for the hours in a pay status on the day in which the hazardous duty was performed. If the technician is on a paid leave status for part of the same day that he performs hazardous duty, he is entitled to hazard differential for the full day. If the technician is in a non-paid leave status for part of the same day that he normally would perform hazardous duty, he is entitled to hazardous pay for the paid hours only. Hours in a pay status for work performed during a continuous period extending over two days shall be considered to have been performed on the day on which the work began and allowable hazardous pay shall be charged to that day.

3) Payment of the HDP shall be made to the technician not later than the second pay period after the actual exposure takes place.

F) Termination of HDP:

1) The employer shall discontinue payment of HDP to an employee when;

2) One or more of the conditions requisite for such payment ceases to exist;

3) Risk mitigation measures have reduced the hazard to a less than significant level of risk, consistent with generally accepted standards that may be applicable, such as those published by the Occupational Safety and Health Administration (OSHA), Department of Labor; or

4) Protective or mechanical devices have adequately alleviated physical discomfort or stress.

G) Relationship to additional pay payable under other statutes:

1) Hazardous pay differential is an additional pay or allowances payable under other statutes. It shall not be considered part of the employee's rate of basic pay in computing additional pay or allowances payable under other statutes.

27-7 ENVIRONMENTAL DIFFERENTIAL PAY (EDP):

A) Introduction: This section provides the details necessary to implement an Environmental Differential Pay program in the Alaska National Guard technician program as authorized by 5 CFR, Chapter 1, Section 532.511 and Appendix A of this article.

B) Coverage: This article identifies the schedule of Environmental Pay Differentials for exposure to various degrees of hazards, physical hardships, and working conditions of an unusual nature applicable to Alaska National Guard technicians. Environmental Differential Pay is applicable only to wage grade technicians as authorized by 5 CFR, Chapter 1, Section 532.511 and this article. Environmental Differential Pay will be paid IAW 5 CFR, Chapter 1, Section 532.511 for those situations indicated in Appendix A of this article.

C) Basis for EDP:

1) Environmental Differentials are paid for those work situations in which the technician is exposed to a potentially severe hazard which has a real probability of occurrence and for which no adequate precautions or protective facilities are possible to minimize or practically eliminate physical injury, illness, or death to the worker should the potential of the situation actualize. Examples of unusually severe hazards for which EDP would be authorized are:

a) A high structure when the hazard is not eliminated by protective facilities such as scaffolding and/or enclosed ladders.

b) A high open structure when adverse conditions such as darkness, lightning,

steady rain, snow, sleet, ice, or high wind velocity exists.

c) Exposure to an unusually severe physical hardship under circumstances which cause significant physical discomfort or distress not eliminated by protective devices.

D) Environmental situations do not qualify for differential compensation simply on the basis that an element of hazard or discomfort has been identified in a work situation. The hazard must involve a real threat with no effective measures available to adequately alleviate the technician from attendant discomforts or threat of injury. Significant actual discomfort arising from the work situation must be experienced by the technician with no effective means available to relieve the discomfort.

E) If no effective measures are available to protect the technician from the effects of the work environment, and real injury or serious discomfort is experienced by the worker, appropriate compensation through environmental differential pay must be provided. However, the essential requirement for the work assignment which involves potential hazard or serious discomfort must be determined first. Second, such protection as is available must be applied to reduce the effect of the adverse environmental conditions to whatever minimum is possible. Third, the number of technicians exposed to a potential hazard or severe discomfort should be limited to the absolute minimum necessary to accomplish the work assignment.

F) Payment for EDP Situations:

1) An environmental differential is paid to a wage grade technician who is exposed to a hazard, physical hardship, or working condition of an unusually severe nature. Approved situations are listed in Appendix A of this article.

2) A technician subjected at the same time to more than one hazard, physical hardship, or working condition of an unusually severe nature shall be paid for that exposure which results in the highest differential but, shall not be paid more than one differential for the same hours worked.

3) EDP is authorized when technicians earn compensatory time.

4) Payment of EDP shall be made to the technician no later than the second pay period after the actual exposure takes place.

G) Establishment of Environmental Differentials:

1) Environmental differentials are stated as percentage amounts and are authorized for categories of exposure. The amount of the environmental differential which is payable is determined by multiplying the percentage rate authorized for the described exposure by the second rate for grade WG-10 on the current regular non-supervisory wage schedule for the area, counting one-half (1/2) of a cent and over as a full cent. The resulting cents- an-hour amount is paid uniformly to each wage technician in the area who qualified for the authorized environmental differential, regardless of the grade level of the wage technician or the Federal Wage System (FWS) wage schedule on which the technician is paid.

2) Changes to categories indicated in the approved situations will be effected as they change in the CFR. Recommendations for changes to the approved situations or requests to establish new situations will be processed through supervisory channels to HRO and the union. Submissions must include information about the hazard, physical hardship, or working condition, showing:

a) The nature of the exposure so as to show clearly that the hazard, physical hardship,

or working condition which results from that exposure of an unusually severe nature.
b) The degree to which the employee is exposed to the hazard, physical hardship, or working condition of an unusually severe nature.
c) The period of time during which the exposure will continue to exist.

3) The degree to which control may be exercised over the physical hardship, hazard, or working condition of an unusually severe nature. The request shall also include the rate of environmental differential recommended to be established.

4) Recommendations to establish new situations or to change existing situations must address the conditions indicated above and must be submitted in the format indicated in Appendix B to this article.

H) When EDP is paid:

1) When a technician is entitled to an environmental differential which is paid on an actual exposure basis, he/she shall be paid a minimum of one hour differential pay for the exposure. For exposure beyond one hour, the technician shall be paid in increments of one-quarter (1/4) hour for each 15 minutes or portion thereof in excess of 15 minutes; e.g., if a technician is exposed for 1 hour and 6 minutes, he will be paid EDP for 1 hour and 15 minutes.

2) When a technician is exposed at intermittent times during the day to an unusually severe hazard, physical hardship, or working condition for which the environmental differential is paid on an actual exposure basis, each exposure is considered separately and the amount of time exposed is not added together before payment is made for exposure beyond the one hour duration, except that pay for the environmental differential may not exceed the number of hours of actual duty performed by the technician on the day of exposure.

3) When a technician is exposed to an unusually severe hazard, physical hardship, or working condition for which an environmental differential is payable on a shift basis and on the same day he is exposed to an unusually severe hazard, physical hardship, or working condition for which an environmental differential payable on an actual exposure basis at a higher rate is authorized, then the technician shall be paid the environmental differential on the basis of the actual exposure, and the environmental differential on the basis of the shift for the remaining hours in the pay status that day.

I) Computing Environmental Differential Payments.

1) An environmental differential is paid IAW Appendix A of this article, either on the basis of actual exposure, or on the basis of hours in a pay status. A wage grade technician who is exposed to a situation for which an environmental differential is authorized under Appendix A is entitled to the appropriate differential regardless of whether the technician has a full-time, part-time, or intermittent tour of duty; on regular assignment or on detail; or serving under a temporary appointment or under an appointment without time limitation. However, to receive a differential, there must be actual exposure to the environmental condition. The following is given as an aid in computing environmental differentials:

2) Payment on basis of hours in pay status. When an employee is exposed to a situation for which an environmental differential is authorized on the basis of hours in a pay status, the Employer shall pay him/her the differential for all hours in a pay status on the day (calendar day, or to avoid problems involving uncommon tours of duty and when designated by the Employer, a 24-hour period) on which he/she is exposed to the situation.

3) When a technician is entitled to a differential which is paid on an actual basis, he/she shall be paid a minimum of one hour's differential for each exposure. However, when more than one exposure occurs within the same hour, then the employee shall be paid only the exposure which results in the highest differential. When entitlement continues beyond one hour, the technician will be paid in one-quarter hour increments for each 15 minutes and/or portion thereof in excess of 15 minutes. Again, however, when more than one exposure occurs during the continuous period of time, the employee will be paid for that period only for the exposure which results in the highest differential. For example, a technician whose regular tour of duty is 0800 to 1600 hours, Monday through Friday, is exposed to situations for which a differential is authorized under Appendix A, as follows:

Day	**Hours Worked**	**% Rate**	**Differential Earned**
Monday	0830 to 0900	4	1 hour @ 4%
	0920 to 0930	4	0 (2nd exposure in same hour)
	1000 to 1130	25	1-1/2 hours @ 25%
	1200 to 1205	4	1 hour @ 4%
Tuesday	0800 to 0805	4	1 hour @ 4 %
	0855 to 0925	4	30 minutes @ 4% (continuation of preceding hour)
	1000 to 1005	4	1 hour @ 25% (see following)
	1055 to 1110	25	15 minutes @ 25% (continuation of preceding hour)
	1114 to 1120	4	15 minutes @ 25%
Wednesday	0845 to 0900	4	1 hour @ 25% (pay for an hour at higher rate)
	0940 to 0945	25	
	1555 to 1600	4	1 hour @ 4% (1 hour of EDP; no overtime pay)
Thursday	1700 to 1730	4	1 hour @ 4% (even though entitled to 2 hours call-back overtime, only 1 hour of EDP)
Friday	0845 to 0850	4	1 hour @ 4%
	0900 to 1600		annual leave

4) In computing environmental pay, entitlement begins with the first instance of exposure and ends one half-hour later (except when exposure continuing beyond the 1 hour entitlement ends at the end of the last full quarter-hour in which exposure occurs.) All exposures occurring during the period of entitlement must be considered; however, payment is computed for the period on the basis of the highest differential rate authorized during the period entitlement.

5) Environmental differential pay during absences on leave:
Environmental differential is included as part of a technician's base rate of pay for periods of paid leave, (annual leave, sick leave, administrative excuses, etc.) under the following circumstances:

a) When a technician is exposed to a situation for which an environmental differential is authorized on the basis of hours in a pay status, that differential will be paid during, period of absence on paid leave on the day on which the exposure occurs.

b) When a technician is exposed to a situation for which an environmental differential

is authorized on an actual exposure basis, that differential will be paid during a period of absence on paid leave only to the extent that the leave is within the minimum payment periods of one hour's differential pay for the exposure or beyond that in increments of one-quarter-hour.

c) A technician will not be paid an environmental differential during a period of absence on paid leave on any day in which he would not have been exposed to situations for which an environmental differential is authorized.

H) Because an environmental differential is paid only on a day on which a technician is exposed to a situation for which the differential is authorized, it is not included in a lump-sum payment for annual leave or in computing severance pay.

27-8 DOCUMENTATION OF EDP-HDP EXPOSURE:

A) The supporting payroll office receives documentation of EDP/HDP by use of an NGB Form 104 (Appendix C), Certificate of Authorization for Environmental Differential Pay, attached to time and attendance (T&A) cards as prescribed in DCPS pay manual. This process is required in order to calculate payments of EDP/HDP. A completed (sample) NGB Form 104 is included at Appendix C to this article. The certificate will be completed as follows:

1) Enter name, social security number, unit, and location of the technician concerned.
2) List the category number of exposure. Show all exposures as they occur each workday. When exposure occurs under more than one category, intermittently for the same category, or concurrently with more than one category on the same workday, list each individual exposure separately to include actual clock times.

B) Duration of exposure:
List the date, inclusive clock time in the "From" and "To" columns, and actual elapsed time in hours and minutes of each category of exposure shown in the preceding column: e.g., 1 January 1996; 1 PM-3:25 PM hours; 2 hours and 25 minutes.

C) The signature and title of the authorizing official must be officially designated for the particular situation listed in Appendix A to certify the exposure for pay purposes.

D) A summary of environment differential pay hours will be completed by the supporting payroll office.

ARTICLE 28
DISCIPLINE AND ADVERSE ACTIONS

28-1 GENERAL:

A) There are a variety of options available to resolve issues / situations involving technicians. TPRs 715,752 and 752-1 provide a range of personnel actions available to address these situations. The procedures in these TPRs will be followed by the parties.

B) The authority of TAG to separate a technician for ceasing to hold the military grade specified for the position, failing to meet military security standards, for cause, or to adjudicate an adverse action involving discharge, suspension, reduction in rank or compensation shall not be hindered. Rights of appeal shall not extend beyond TAG.

C) This article applies to matters of CONDUCT only; actions that relate to JOB

PERFORMANCE will be accomplished in accordance with the Employer performance appraisal system and contract modifications. The desired outcome of any non-disciplinary, disciplinary, or adverse action is to promote the efficiency of service and will not be used as a means of harassment to personnel.

D) Prior to conducting investigatory interviews, it is in the best interest of both parties to discuss the technician's Weingarten rights.

E) Prior to a meeting relating to a conduct issue, the Employer agrees to inform the employee of the intent of the meeting.

F) In order to be effective and constructive, discipline must be initiated and concluded within a reasonable period of time after the offense has become known.

G) Non-Disciplinary, Disciplinary, and Adverse actions will be fair and only for "just cause".

H) When a "cause" involves off-duty misconduct, management must establish an adequate connection between the grounds for the adverse action and the efficiency of the service (E.G., the technician's ability to perform his duties; the Employer's ability to fulfill its missions).

28-2 NON-DISCIPLINARY ACTIONS:

A) Counseling**:** This action will consist of a counseling session with the technician by his supervisor. The employee will be advised of the specific infraction or breach of conduct and when it occurred. Counseling is an exchange of information guided by the supervisor. It is a private matter between the technician and the supervisor and has the specific purpose of improving the technician's conduct or knowledge of a particular subject.

B) Admonishments will be recorded on NGB Form 904-1 including date and precise subject matter. The employee will be advised that the record will be erased in nine (9) months, if no similar problems occur. The employee will be advised that while the information is erased from the NGB 904-1, it may be entered in a memo for record to be available for use, should progressive discipline become necessary.

C) To protect the confidentiality of the records (NGB Form 904-1 and/or electronic Supervisor – Employee Brief) and to preserve the privacy of the individual, records will be maintained in a secured container at the lowest level of supervision excluded from the bargaining unit. Access will be limited to supervisor / technician concerned and individuals to whom the technician has given written permission (REF Article 1-10).

D) An appeal of an admonishment may be made through the negotiated grievance procedure.

28-3 DISCIPLINARY ACTION:

Formal disciplinary action consists of a letter of reprimand. The following procedures will apply:

A Letter of Reprimand will:

a) Normally be signed by the first line supervisor, will be coordinated with HRO for contract compliance, and will follow procedural guidance in TPR 752.

b) The technician may have a Labor Organization Representative present if so desired. (Weingarten right, Article 28-1.D and Article 2-3B)

c) Describe the offense in specific detail to enable the employee to understand why the reprimand is necessary.

d) Inform the employee that the letter will be filed as a temporary document in his Official Personnel Folder (OPF) until a specific date. Retention period is typically no more than eighteen (18) months, not to exceed 3 years, unless related to a continuing pattern of misconduct.

e) IAW TPR 752, a letter of reprimand may be grieved through the negotiated grievance procedure (ref Article 29).

28-4 ADVERSE ACTIONS:

A) An adverse action is an action that may result in a suspension without pay, reduction to a lower grade, or removal from technician employment. In addition to procedures in TPR 752, 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. This is done by establishing a connection between the "cause" and its impact or effect upon the efficiency of the service.

B) Proposing officials are encouraged to consider all Douglas Factors prior to proposing an adverse action to ensure appropriateness and consistency of a penalty.

C) The technician's right to reply will be IAW TPR 752. The timeframe for the technician or the representative to prepare and submit a reply to the deciding official will be within 14 calendar days.

D) IAW TPR 752, TPR 752-1, the technician will be given the original decision, signed by the deciding official that will state the specific action being taken. The original decision will normally be issued by the appropriate manager, as soon as practicable or within twenty (20) calendar days of the employee response or after the reply period has ended. Upon receipt of the decision the employee has twenty (20) calendar days to file for one of the following: an appellant review by the Adjutant General, an administrative hearing conducted by a National Guard hearing examiner, or advisory arbitration in accordance with the provisions of the Arbitration Article of this contract. If an arbitrator is requested, his decision is considered to be completely advisory in nature and in no way binding on the Employer. The Adjutant General will consider the arbitrator's findings in making the final decision.

E) Technicians requesting an appeal shall state their dissatisfaction and include with the appeal any proof or other supporting documents. The appeal letter will also include whether or not the individual requests representation (reference Article 2-5).

F) An adverse action will be carried out if there is no appeal to the action; or the appeal procedure has been exhausted and the action upheld IAW TPR 752 and TPR 752-1. Under ordinary circumstances, a technician whose removal or suspension has been proposed shall remain in a duty status in his regular position during the processing of the action to include any appeal time period. In those rare circumstances where the Employer determines that the technician's continued presence in the workplace during the notice period may pose a threat to the technician or others, result in loss or damage to government property, or otherwise jeopardize legitimate government interests, the Employer may elect one or a combination of the following alternatives:

1) Assigning the technician to duties where he is no longer a threat to safety, the Employer mission, or to government property;

2) Allowing the technician to take leave, or carry him in an appropriate leave status (annual, sick, leave without pay, or absence without leave) if the technician has absented himself from the work site without requesting leave;

3) Curtailing the notice period when the Employer can invoke the provisions of the "crime provision" (Ref 5 CFR 752.404 (d)). This provision may be invoked even in the absence of judicial action if the Employer has reasonable cause to believe that the technician has committed a crime for which a sentence of imprisonment may be imposed; or

4) Placing the technician in a paid, non-duty status for such time as is necessary to effect the action.

28-5 REPRESENTATION:

A) Prior to conducting investigatory interviews, it is in the best interest of both parties to discuss the technician's Weingarten rights. If the technician accepts representation, no further questioning will take place until the representative is present. If the technician chooses not to have representation the waiver must be in writing and signed in the presence of a Union Representative. The labor organization will be served a copy of this waiver. (REF Article 1-10)

B) Technicians shall be granted a reasonable amount of time to prepare and reply against any disciplinary or adverse actions IAW TPR 752.

28-6 ADMINISTRATION:

No written entry will be made in the technician's files concerning any matters without the knowledge of the technician. The technician's initials on the 904-1 acknowledge that the technician knows that an entry was made, but in no circumstance will initialing the entry be considered as an agreement with the entry or an admission of guilt.

28-7 EXTENSIONS:

All time lines in this article may be extended IAW TPR 752 and TPR 752-1.

ARTICLE 29
GRIEVANCE PROCEDURES

29-1 GENERAL:

Grievances must be resolved as promptly as possible in order to correct any problems or misunderstandings that might exist between parties**.** Technicians within the bargaining unit are required to use this agreed to grievance procedure as the sole means of resolving all complaints covered by this article. The technician retains the right to request Labor Organization representation in the grievance procedure or to decline such representation. If the technician chooses not to have representation, that waiver must be in writing. The Labor Organization will be served a copy of this waiver. Technicians may pursue their grievances through each step of the grievance process without fear of restraint, coercion, discrimination or reprisal. Each grievance will be carefully considered on its own merits. The parties may agree to cooperate in a joint fact finding studies to resolve their grievances.

29-2 DEFINITIONS: "grievance" means any complaint:

A) by any Technician concerning any matter relating to the employment of the Technician;

B) by the Union concerning any matter relating to the employment of any Technician; or

C) by the Labor Organization, or Employer concerning --

(1) the effect or 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.

29-3 REPRESENTATION:

The Union, on its own behalf of bargaining unit personnel may present and process a grievance. Bargaining unit personnel may present and process grievances on their own behalf so long as the union is granted its right to be present during all grievance proceedings to ensure that the adjustments of the grievance are not inconsistent with the terms of the agreement. The Employer shall notify the Union of grievance proceedings and inform them of the time and place of such proceedings. In locations where there is no Union Official or Steward, the Employer agrees to notify the Labor Organization of any grievance proceedings and/or meetings and the time and place of such proceedings.

29-4 EXCLUSIONS:

It is agreed that this negotiated procedure is a full coverage procedure except for those matters specifically excluded below and by law (Chapter 71 of Title 5 U.S. Code) from the coverage of this agreement. Matters excluded from the negotiated grievance procedure are:

A) Retirement, life insurance, or health insurance.

B) A suspension or removal under Par. 7532 (National Security) of Title 5, U.S.C.

C) The classification of any position which does not result in the reduction in grade or pay of an employee. This matter may be appealed under other procedures. Classification appeals will be done in accordance with appropriate procedures and directives.

D) An EEO compliant.

E) Any claimed prohibited political activity**.**

F) Any examination, certification or appointment**.**

G) Grievances based on termination of employment for temporary, indefinite, or trial/probationary period Technicians.

H) The filling of any position outside the bargaining unit for which the Bargaining Unit member does not meet the mandatory qualification requirements.

I) Any actions taken pursuant to provisions of Public Law 90-486 (Technician Act) as codified in 32 USC Section 709 (f).

29-5 OFFICIAL TIME:

See Official Time Article 5.

29-6 TIME LIMITS:

Failure of the Employer to observe time limits specified in this article will automatically advance the grievance to the next step of the procedure. All time limits provided in this article may be extended by mutual agreement.

29-7 GRIEVANCE PROCESS:

It is encouraged that all issues are resolved at the lowest level possible. The following procedures shall be the exclusive procedures available to the bargaining unit member for resolving grievances:

Step 1 Informal:

A) If a satisfactory resolution is not reached between the technician and the immediate supervisor within sixty (60) calendar days, the grievance may be taken up orally with the second level supervisor. This time limit will, upon mutual agreement, be extended another fourteen (14) calendar days.

B) If the technician and the second level supervisor are unable to reasonably discuss the matter; or if the second level supervisor cannot resolve the grievance; or the grievance is not settled within fourteen (14) calendar days from the time it was received by the second level supervisor; or if the technician is not satisfied with the decision, the grievant within fourteen (14) calendar days may proceed to the formal grievance procedures.

Step 2 Formal Grievance:

A) The grievance will be prepared in writing, utilizing the agreed to form (Appendix D). If the second level supervisor cannot resolve the grievance the grievance will be presented to the third level supervisor/manager. An information copy of the grievance will be forwarded to the HRO by the Labor Organization. The grievance and information will be discussed at the time of presentation of the grievance.

B) If the third level supervisor and the Labor Organization agree, then the HRO and a Labor Organization representative may jointly investigate the facts in the grievance and within seven (7) calendar days prepare a joint fact-finding report, which will include:

1) The issues(s) represented by the grievance.
2) A description of areas where there is agreement on the facts associated with the grievance.
3) Those areas where agreement could be reached.
4) Proposals which would resolve the matter.

C) The third level supervisor shall review all material submitted by the grievant and investigative reports made at step B of the grievance procedure and may call for an interview of the grievant and the Labor Organization representative. All parties cooperate by responding to any requested meeting and by making every effort to resolve the issue through their discussions.

D) The third level supervisor shall provide a determination of settlement, in writing, to the individual and the Labor Organization within fourteen (14) calendar days. Copies of the written decision will be furnished to the first and second level supervisors, the Labor Organization, and the HRO at the same time as one is forwarded to the grievant.

Step 3 Adjutant General:

A) If the technician is not satisfied with the decision at step two (2) the grievant may within fourteen (14) calendar days present the grievance to the Adjutant General or designated representative which will include previous correspondence and any other pertinent material or information.

B) A decision by the Adjutant General or his designated representative, in writing, shall be rendered within fourteen (14) calendar days to the grievant and the Labor Organization. It is understood that when the designated representative forwards the written decision he is signing for the Adjutant General.

C) If the grievant is not satisfied with the decision of the Adjutant General, the Labor Organization or the Employer may proceed to the Arbitration Article in this agreement within forty two (42) calendar days.

29-8 RIGHT TO INFORMATION:
Upon request and subject to law, rule or regulation, management will supply the Labor Organization with any investigation reports and/or documents used in the original action when denying a grievance. This is to insure the Labor Organization has all the necessary information for a determination to invoke or not invoke the provisions of the Grievance/Arbitration procedures.

ARTICLE 30
LABOR ORGANIZATION/EMPLOYER GRIEVANCE

30-1 LABOR ORGANIZATION GRIEVANCE:
Labor Organization grievances will be submitted in writing to TAG, State of Alaska, with a copy forwarded to the Labor Relations Specialist (LRS). Employer and the LRS agree to meet with the Labor Organization within twenty eight (28) calendar days after receipt of the grievance to discuss the same. TAG shall give a written decision within twenty one (21) calendar days after the conclusion of the meeting.

30-2 EMPLOYER GRIEVANCE:
Employer grievances are submitted in writing to the ACT Alaska Chapter President. The Local President and the Employer Representative will meet with TAG and the Labor Relations Specialist within twenty eight (28) calendar days after receipt of the grievance to discuss the same. The Local President shall give his written decision within twenty one (21) calendar days after the conclusion of the meeting.

ARTICLE 31
ARBITRATION PROCEDURES

31-1 PURPOSES:
A) Any grievance not satisfactorily settled under the negotiated grievance procedure shall be subject to binding arbitration. Arbitration will be invoked only by the Employer or the Labor Organization. The parties agree to assist arbitrator by making complete case presentations and by fully laying out applicable laws, regulations and other precedent cases which are appropriate to the case being heard.

B) If either party questions the arbitrability of a matter because of alleged conflicts with applicable existing law or circumstance(s), 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.

31-2 ARBITRATOR SELECTION:
A) Within seven (7) calendar days from the date of the request for arbitration, either party or both parties together shall request the Federal Mediation and Conciliation Service (FMCS) to provide a list of seven (7) available arbitrators. FMCS will be notified on the request for arbitration panel of any special requirements to include the procedures for arbitration agreed to by the parties in accordance with Section 3 below. The parties shall meet within twenty one (21) calendar days

after both parties have received the list of arbitrators. If the parties cannot mutually agree upon one of the listed arbitrators, a coin toss will determine which party will be selected to strike a name from the list first, with each party alternately striking a name until only one name remains. The remaining arbitrator will be contacted to hear the grievance. The parties agree that if the selected arbitrator is unavailable to hear the grievance within forty two (42) calendar days the parties may select a new arbitrator using the above procedures. A copy of any material or information furnished to the arbitrator will be given to the other party seven (7) calendar days prior to the arrival of the arbitrator.

B) If either party fails to participate in the selection process, the arbitration action will proceed with the requesting party accomplishing the selection.

C) The parties agree to make known to the Federal Mediation and Conciliation Service the requirements placed on an arbitrator to include the method desired to process the case as detailed under Section 3 below, so that only those arbitrators who will abide by the procedure selected by the parties will be referred.

31-3 EXPEDITING PROCEDURES:

The parties may employ any of the following procedures, upon mutual agreement, in order to expedite an arbitration case. The procedure utilized will depend on the nature of the case at hand and what will produce a timely decision. Failure of the parties to mutually agree on one of the following procedures will automatically implement procedure (6) below.

1) Request an arbitration hearing by teleconference

2) Request arbitration without a hearing by making a joint stipulation of facts and requesting a decision based on the information presented within twenty eight (28) calendar days after selection of the arbitrator. Prior to the arrival of the list of arbitrators the parties will meet to explore their respective positions and stipulate, where possible, to an agreement of facts and issues in the case. If the parties fail to agree on a joint submission of the facts or issues for arbitration, each will prepare them separately. The statement of facts and issues will be mailed by the parties jointly or individually to the selected arbitrator before the date of the hearing. A copy of any material or information furnished the arbitrator will be given to the other party.

3) Request the arbitrator give a “grievance granted or denied” award without supporting opinion based upon the submission of the parties within twenty one (21) calendar days after selection of the arbitrator.

4) Request the arbitrator give a “bench” decision at the conclusion of the hearing.

5) Request the arbitrator to enter into a mediation effort to resolve the issues prior to conducting an arbitration hearing.

6) Request a full hearing with a written award within eighty four (84) calendar days after the hearing or submission date of post hearing briefs, whichever is later.

31-4 LOCATION OF THE HEARING:

Arbitration hearings will be held, if possible, on the employer’s premises during the regular day shift hours of the basic workweek. Technicians of the Employer who participate in the hearing will be in a duty status.

31-5 ARBITRATION EXPENSES:
Expenses incurred for the arbitrator will be shared equally by the Employer and the Labor Organization. If a transcript is requested or used during the arbitration proceedings, Management and the Labor Organization will share equally in any costs that might occur with a copy going to both parties.

31-6 FLRA EXCEPTIONS:
The parties understand the Federal Labor Relation Authority has promulgated regulations providing for filing of exceptions to an arbitrator's award. The period for filing of exceptions is not later than thirty (30) days from the date the award is served on the parties. The date of service is the date the arbitration award is deposited in the U.S. mail or is delivered in person. It is understood that if no exceptions to an award are filed within this thirty (30) calendar day period, the award shall be final, binding and effective on the thirty first (31st) calendar day.

31-7 COMPLIANCE:
Certificate of compliance with the decision of the arbitrator, to include corrective action where appropriate, shall be provided to the other party as soon as practical.

ARTICLE 32
DUES DEDUCTION AND REVOCATION

32-1 WITHHOLDING FORM:
The standard form (1187) for dues deduction will be supplied by the Labor Organization and will be available at the Labor Organization office and electronically On-Line. The standard form will be used as authorization for payroll deductions for dues.

32-2 PROCESSING:
A) The completed standard form (1187) will be given by the Labor Organization to the Civilian Pay Office.

B) The standard form (1187) will be completed and certified as to the amount of withholding as established by the National ACT Constitution and that the member has been advised of the contents of the form, and the individual's earliest date of dues revocation will be annotated on the form and initialed by the individual.

C) The standard form (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 within two (2) pay periods whenever the member's rates of base pay changes.

D) An allotment shall be terminated when the employee leaves the bargaining unit as a result of any type of separation, transfer, or other personnel action; upon loss of exclusive recognition by the Labor Organization; when the agreement providing for dues withholding is suspended or terminated by an appropriate authority outside DOD; or when the employee has been suspended from the Labor Organization.

1) When a technician is temporarily promoted or detailed to a position outside of the bargaining unit, the Employer agrees to automatically reinstate the Technician's dues withholding upon return to the bargaining unit. The dues withholding will begin the first

partial/full pay period the Technician returns to the bargaining unit.

2) It is the individuals responsibility to maintain dues payments, if the technician so desires, in order to protect Labor Organization associated insurance's, or other Labor Organization benefits.

32-3 DUES LIST:

A listing in two (2) copies will be provided to the Labor Organization, of those persons from whom a payroll deduction was made. The listing will contain the name of the technicians having current dues withholding allotments on file, the amount withheld from each member's pay, and a statement showing the total amount withheld. Bargaining unit members entering into an unpaid leave status for more than one pay period will remain on the dues check off listing. The technician's name will be provided on the listing, with indication that no monies were withheld and why. The remittance check and one copy of the listing will be forwarded to the mailing address as designated in writing by the Labor Organization. The second copy of the listing will be provided the Labor Organization at its local address or distribution point.

32-4 DUES REVOCATION:

A) The Employer agrees to provide the Labor Organization with copies of the Standard Form (1188) for use in revoking dues allotments. These forms will be available in the Labor Organization office and electronically On-Line for those individuals wishing to revoke their dues withholding. The standard form 1188 will be the only form used for dues revocation.

B) The individual will turn the completed standard form into the Civilian Pay Office.

C) The Civilian Pay Officer shall date and initial all copies of the standard form upon receipt from individual. The second copy of the standard form shall be forwarded by the Civilian Pay Office to the Labor Organization within three (3) working days after receipt of the signed form from the Technician.

D) The first day of September shall be the annual dues revocation date established by this agreement. All dues revocation forms must be received by the Civilian Pay Office not later than 15 August. Dues revocation shall not become effective until the first full pay period in September.

E) New Technicians shall have the option of dues revocation on the first annual anniversary date after the Technician's election to participate. Dues revocation form must be submitted to the Civilian Pay Office not later than the last work day in the month preceding the Technician's anniversary date. Effective date of revocation will be the first full pay period after the anniversary date. After the first anniversary date, revocation may only be made in accordance with paragraph 31-4D above.

32-5 EXCLUSIONARY PROVISIONS FROM LMA:

A) The Labor Organization and Employer recognize that the expiration of the LMA (contract) shall not terminate or in any manner affect dues withholding established under this article. The parties agree that dues withholding shall continue under the procedures set forth in this article during re-negotiations of the LMA or until otherwise changed by mutual, written consent of the parties.

B) This article may only be terminated by mutual consent of the parties, and in compliance with the requirements set forth in Chapter 71 of Title 5 U.S. Code.

ARTICLE 33
AGREEMENT ADMINISTRATION

33-1 EFFECTIVE DATE:

The effective date of this agreement shall be after execution by the parties and concurrence of the approving Employer. Both dates will be made part of the agreement prior to distribution. Upon approval, this collective bargaining agreement takes precedent over any bargaining agreements that predate this agreement.

33-2 EMPLOYER APPROVAL:

A) The head of the Employer shall approve 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 Employer does not approve or disapprove the agreement within the thirty (30) calendar day period, the agreement shall take effect on the thirty-first (31st) calendar day and be binding on the Employer and the Labor Organization 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 Employer, the remainder of the agreement shall take effect as provided by law. The articles or sections of an article not approved by the Employer shall later be incorporated as negotiations or appropriate remedies dictate and if required subsequently approved by the Employer. These articles shall expire on the same date as the basic agreement, unless otherwise specifically provided for.

33-3 AGREEMENT DURATION:

This agreement will remain in effect for three (3) years from the date of approval by the Employer, or, under the provisions of Chapter 71 of Title 5 U.S. Code whichever is applicable.

33-4 AGREEMENT AMENDMENTS/SUPPLEMENTS:

A) This agreement may be subject to amendments or supplements during the agreement lifetime under one of the following procedures:

1) Either party, during the life of this agreement, may submit proposals for negotiations for the purpose of supplementing this agreement with provisions not covered by or contained within this agreement.

2) Either party may initiate negotiations at the mid-point of this agreement, after service of notice no later than sixty (60) calendar days prior to the midpoint of this agreement. Either party may introduce six (6) articles.

3) At any time, by mutual consent, for the purpose of amending or providing supplements to this agreement.

B) A request for an amendment or supplement to this agreement by either party shall be in writing setting forth the need or reason for the proposed change and a summary of the change.

C) Representatives of the Employer and the Labor Organization will meet within fourteen (14) calendar days to commence negotiations of the proposed amendment or supplement, 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 supplement to the agreement will be accomplished in the same manner as provided for approval of the basic agreement as specified in this article.

33-5 NEGOTIATING A NEW AGREEMENT:

A) Negotiations for a new agreement will commence no earlier than 150 calendar days nor later than ninety (90) calendar days prior to the termination of this agreement.

B) Thirty (30) calendar days prior to the start of negotiations of a new agreement, representatives of the Employer and representatives of the Labor Organization will meet to initiate a Memorandum of Understanding establishing the ground rules for the conduct of negotiations.

APPENDIX A

Appendix A-1

Upper Cabin Roof Area, Avionics, Engines, Power Train, and Rotor Systems Maintenance and Inspection on UH-60 and HH-60 Helicopters

High Work at a Lesser Height - 25% EDP
5 CFR, Part 532. Subpart E, Appendix A, Actual Exposure.

A) Situation: The majority of all required maintenance on the UH-1 and H-60 is done from the top of the fuselage which is approximately 10-20 feet above the ground. The top of the fuselage has many fluid lines, electrical wires, and major components mounted on the fuselage creating hazardous footing.

1) All servicing (engine, rotor and transmissions, and hydraulic systems) with grease and oil must be accomplished from top of fuselage or B2 work stand with extensions.

2) Daily and preflight inspections require personnel to walk on the fuselage to make visual inspections of rotor system, engines, and power train components.

3) Sheet metal, engine, hydraulic power train, and rotor system repairs can be accomplished only from the top of the fuselage or high reach B2 work stand with extensions.

4) All of these functions may be accomplished during darkness, rain, high winds, icing, or a combination of adverse weather conditions, which renders the task most hazardous.

B) Determination: Personnel shall be compensated when directed to perform these tasks outside hangars during adverse conditions. Winds are considered high above 15 mph, steady, or in gusts.

C) Approving Authority: Maintenance Officer

Appendix A-2

Removal of Snow, Ice, and Frost from UH-60, HH-60, and Fixed wing Aircraft and equipment above 10 FT.

High Work at a Lesser Height - 25% EDP
5 CFR, Part 532. Subpart E, Appendix A, Actual Exposure

A) Situation: During periods of winter, an accumulation of ice, snow, and frost may have to be removed from upper components (rotor blades, rotor head, and upper side of fuselage) of the UH-60, HH-60 and fixed wing aircraft. Accomplishment of this work task requires individuals, using brooms and scraping tools, to stand on top of the aircraft where the fuselage is rounded and the footing is unsure, thereby, creating a hazardous situation.

B) Determination: Personnel shall be compensated when directed to perform these tasks, outside hangers during adverse conditions, and appropriate stands or high lift baskets are not available. Winds are considered high above 15 mph, steady, or in gusts.

C) Approving Authority: Maintenance Officer

Appendix A-3

Communications Installation

High Work - 25%, EDP
5 CFR, Part 532. Subpart E, Appendix A, Actual Exposure.

A) Situation: The communications systems used, by the Alaska National Guard includes towers over 100 feet in height from the ground. Technicians may be required to accomplish communications installation on these towers.

1) High Work: Work on a tower or any structure 100 feet above the ground, floor, or roof.

2) Working at a lesser height:

3) If the footing is unsure or the structure is unstable; or

(b) If safe scaffolding, enclosed ladders, or other similar protective facilities are not adequate (for example: working from a swinging stage, boatswain chair, or a similar support); or

(c) If adverse conditions, such as darkness, steady rain high wind, icing, lightning, or similar environmental factors render working at such height(s) hazardous.

B) Determination: Personnel shall be compensated when directed to perform these duties.

C) Approving Authority: Communications Officer

Appendix A-4

Handling, Hauling, and Storage of Unserviceable Explosives and Incendiary Material

High Degree Hazard - 8% EDP
CFR, Part 532. Subpart E, Appendix A, Hours in Pay Status

A) Situation: The handling, hauling, inspection, and storage of unserviceable Class A, B, and C explosives. Due to unserviceable condition of these components, the severity of hazard risk cannot be determined.

A) Determination: Personnel shall be compensated accordingly when directed to perform duties within scope of stated criteria.

B) Approving Authority: Maintenance Officer

Appendix A-5

Exposure to Hazardous Weather

25% EDP/HDP
5 CFR, Part 532. Subpart E, Appendix A
5 CFR, Part 550, Subpart I, Appendix A, Actual Exposure.

A) Situation: Technicians may be required to work on equipment outside the facility and, as a result, may be exposed to temperatures and/or wind velocity, when the exposure exceeds the established parameters in the Health and Safety article.

B) Determination: Personnel shall be compensated accordingly when directed to perform assigned duties outside facilities during adverse conditions, when the exposure exceeds the established parameters in the Health and Safety article. The wind-chill factor will be verified by the same process as in the Health and Safety Article Fahrenheit Temperatures Restrictions.

C) Approving Authority: Maintenance Officer/Appropriate Officer

Appendix A-6

Aircraft Fuel Cell Repair Work in Fuel Storage Tanks

High Degree hazard - 8% EDP
5 CFR, Part 532. Subpart E, Appendix A, Hours in pay status.

A) Situation: The Fuel tanks of the KC- 135 and C- 130, HC-130, and C-17 aircraft are an integral part of the wing commonly referred to as a wet wing. The wing structure is in effect the fuel tank. Normal stresses imposed at the seams, rivets, and fasteners during flying cause fuel leaks, which must be repaired

1) Frequent maintenance of the fuel tank is required to determine the condition of the sealant, location of leaks, removal of deteriorated sealant and resealing of the area.

2) A defueling, depuddling, and purging process is required to remove fuel vapors from the tanks. Access to the internal wing area must be gained by personnel making the repair to depuddle and purge the tank of highly volatile and flammable fuel vapors.

3) Toxic chemicals are mixed and applied to the affected area to soften the deteriorated sealant for removal. New sealant is applied to the area where old deteriorated sealant has been removed.

4) Technicians performing such duties must work in a cramped and strained body position to gain access to areas within the tanks. The atmosphere within the tank is both toxic and flammable from the fuel and chemicals involved. Protective clothing and equipment must be utilized to reduce damage to the skin and inhalation of toxic vapors.

B) The fuselage of the KC-135 has bladder type tanks, which are interconnected, and HC-130 has a removable fuel storage type tank. Maintenance actions require the changing of fuel pumps, leaking hydraulic components, and tank leaks. Access to bladders must be gained by personnel making the repair to depuddle and purge the tank of vapors.

1) Technicians performing such duties must work in a cramped and strained body position when removing and/or repairing fuel cells.

2) Technicians working in fuel cell cavities between leaking fuel cell and cell cavity walls are exposed to fumes and fuel from fuel soaked cell walls which have the potential to cause discomfort in the form of nausea or skin, eye, and nose irritation and abnormal soil of body and clothing.

C) Determination: When technicians work under conditions requiring a breathing apparatus because all or part of the oxygen in the atmosphere has been displaced by toxic vapors and failure of the breathing apparatus would result in injury or death within the time required to leave the fuel cell, EDP would be appropriate. When there is ready access to oxygen and no danger of serious injury, EDP would not be appropriate.

D) Approving Authority: Maintenance Officer

Appendix A-7

Maintenance and Inspection on Aircraft Wings (Upper Side)

High Work at a Lesser Height - 25% EDP
5 CFR, Part 532. Subpart E, Appendix A, Actual Exposure.

A) Situation: The wings of the Alaska National Guard aircraft (C-130, HC-130, C-17, and KC-135) vary in height in excess of 10 feet above ground level and the horizontal stabilizers are in excess of 15 feet above ground level. The wings slope from leading to trailing edge. The wing and stabilizer surface may be extremely slippery when wet or when covered with ice or snow.

1) Preflight inspections require personnel to walk out to the wing tip from the fuselage to make a visual inspection of the wing skin for damage and security of panels, caps, and doors. Servicing, to include fuel, oil, hydraulic fluid, and alcohol may also require access from the upper wing area.

2) Sheet metal repairs and other maintenance may require the maintenance tasks to be accomplished from the topside of the wings or stabilizer.

3) All of these functions may be accomplished during darkness, rain, high winds, icing, or a combination of adverse weather conditions, which renders the task most hazardous.

C) Determination: Personnel shall be compensated accordingly when directed to perform these tasks outside hangars during adverse conditions. Winds are considered high above 15 mph, steady or in gusts.

D) Approving Authority: Maintenance Officer

Appendix A-8

Welding Hazards - Poisons (Toxic Fumes)

Low Degree Hazard - 4% EDP
5 CFR, Part 532. Subpart E, Appendix A, Hours in pay status.

A) Situation: The various types of welding operations create numerous health and fire hazards.

1) Poisonous fumes and gases which may cause serious illness are produced in welding operations in confined spaces.

2) Harmful light rays produced by welding flames and arcs may seriously injure the eyes and burn the skin.

3) The skin may be burned by splashing metal, hot sparks, welding flame or arc, and hot objects which are handled.

4) Severe electric shock is possible from electrically powered welding apparatus.

5) Welding may be required within a cramped area of turbo jet engines exhaust systems while the engine is still installed on the aircraft.

B) Suitable personal protective clothing and equipment, such as helmets, shields, aprons, goggles, gloves, gauntlets, or other items of clothing of approved design, are worn by personnel performing welding operations. However, under certain conditions, protective clothing, equipment, and safety practices do not provide full protection from the hazards of welding.

C) Determination: Normally, EDP for this work situation would not be appropriate. Suitable personal protective clothing and equipment, such as helmets, shields, aprons, goggles, gloves, gauntlets, or other items of clothing of approved design are worn by personnel performing welding operations. This protective clothing and equipment, together with prescribed safety practices, practically eliminate any hazard from welding. Further, conditions 2, 3, and 4, above, are not pertinent in this category and do not warrant EDP. Condition (5) does.

E) Approving Authority: Maintenance Officer

Appendix A-9
Fire Fighting

High Degree Hazard - 8% EDP
5 CFR, Part 532. Subpart E, Appendix A, Hours in pay status.

A) Situation: Selected technicians must participate in firefighting operations on the immediate fire scene and be in direct exposure to all the hazards inherent in containing or extinguishing fires. Technicians participate as emergency members of firefighting crews involved in firefighting at an explosive ammunition storage area, gasoline or jet fuel, or aircraft, where loss by fire and destruction of valuable equipment and property can occur.

B) Determination: Personnel shall be compensated accordingly when directed within scope of stated criteria.

C) Approving Authority: Supervisor and/or official directing technicians to participate in emergency firefighting operations.

Appendix A-10

Charging and Maintenance of Nickel-Cadmium Batteries/Lead-Acid - Poisons (Toxic Chemicals)

Low Degree Hazard - 4% EDP
5 CFR, Part 532. Subpart E, Appendix A, Hours in Pay Status.

A) Situation: Technicians involved in charging, testing, disassembly, and assembly of nickel-cadmium batteries are entitled to environmental differential pay. EDP is payable under this category only when the exhaust ventilating system does not meet the specifications for a battery shop, explosive proof lights and switches (Lead-Acid) are not installed, and water and sewage are not immediately available.

B) Determination: Normally, EDP for this work situation would not be appropriate. Protective clothing, equipment, and established safety procedures practically eliminate any hazard from mixing battery acids.

C) Approving Authority: Maintenance Officer

Appendix A-11

Ground Work- Beneath Hovering Helicopters

High Degree Hazard - 15% EDP 25% HDP
5 CFR, Part 532. Subpart E, Appendix A
5 CFR, Part 550, Subpart I, Appendix A, Actual exposure.

A) Situation: During external cargo missions a requirement exists to hook loads onto the aircraft cargo hook. This task is accomplished using a ground support personnel alongside the load or on the load. The hovering helicopter creates a dual hazard; there is a hazard created by the rotor down-wash and a hazard resulting from the proximity of the helicopter to the ground support person while it is being maneuvered over the cargo/load.

B) Determination: Personnel shall be compensated accordingly when directed to perform duties within the scope of stated criteria.

C) Approving Authority: Aircraft Commander/Air Mission Commander.

Appendix A-12

UH-60, HH-60 Aircraft Flying at Altitudes of 200 feet and below, on Search and Rescue missions, salvage (equipment recovery), and flights below 500 feet (day) 1000 feet and below (night) in mountainous terrain.

High Degree Hazard - 100% EDP
5 CFR, Part 532. Subpart E, Appendix A

A) Situation: Search and rescue missions and flight in mountainous terrain is more hazardous

than routine missions over flat terrain, this condition cannot be reduced for the crew-served aircraft.

B) Determination: Individuals employed as aircraft mechanics who are occasionally required to perform flight engineer duties, in accordance with existing position descriptions shall be compensated.

C) Approving Authority: Flight Operations Officer, Air Mission Commander.

Appendix A-13

Functional Check Flights of Rotary and Fixed wing Aircraft

High Degree Hazard - 100% EDP 25% HDP
5 CFR, Part 532. Subpart E, Appendix A
5 CFR, Part 550, Subpart I, Appendix A

A) Situation: Technicians that are aircraft mechanics and in other specialties, are tasked to fly with an aircraft after it has under gone extensive maintenance which could affect the flight characteristics of the aircraft. These technicians are essential to the mission to certify that the aircraft is safe for flight. This condition cannot be reduced for the crew-served aircraft.

B). Determination: GS Technicians who have these duties included in the grading of their position description do not qualify for HDP. Other technicians who are required to assist the aircrew in the performance of their duties shall be compensated for such flights.

C) Approving Authority: Flight Operations Officer, Maintenance Officer, and Aircraft Commander.

Appendix A-14

Missions to Accompany Law enforcement Officials on Counter Drug Support Missions

High Degree Hazard - 100% EDP 25% HDP Actual Exposure
5 CFR, Part 532. Subpart E, Appendix A
5 CFR, Part 550, Subpart I, Appendix A

A) Situation: Technicians are sometimes tasked to accompany State and Federal law enforcement officials on counter drug support missions. This duty places the technician in a hazardous environment that could result in injury or the loss of life.

B) Determination: Personnel shall be compensated when the mission entails a high degree of hazard as determined by the air mission commander, after consultation with the Counter Drug Support Officer.

C) Approving Authority: Flight Operations Officer, Air Mission Commander.

Appendix A-15

Loading, Unloading, or Transport of Munitions and Armament

Low Degree Hazard - 4% EDP
5 CFR, Part 532. Subpart E, Appendix A

A) Situation: Technicians who are directed to unload, load, or transport explosives and incendiary material are subject to the risks associated with such handling. Small arms ammunition is not included in this category.

B) Determination: Specified operational procedures and safety precautions have practically eliminated this hazard. Therefore, EDP is normally not paid for such exposure.
There may be unusual/emergency circumstances that could qualify for EDP payment under this category which will be handled on a case by case basis.

C) Approving Authority: Maintenance Officer

Appendix A-16

Handling, Storage, and Transportation of Toxic Chemicals

High Degree Hazard - 8% EDP Hours in a Pay Status

Low Degree Hazard - 4%

5 CFR, Part 532. Subpart E, Appendix A

A) Situation: Technicians that are required to handle Toxic Chemicals are subject to the risks associated with exposure to such chemicals.

B) Determination: Personnel shall be compensated accordingly when directed to perform duties within the scope of stated criteria.

C) Approving Authority: Maintenance Officer or Equivalent

Appendix A-17

Exposure to Hazardous Weather while Changing Fuel Components on Aircraft

High Degree Hazard - 25% EDP Hours in a Pay Status
5 CFR, Part 532. Subpart E, Appendix A, Actual Exposure

A) Situation: Technicians may be required to perform maintenance action inside or outside the facility such as changing fuel filters, fuel pumps, monitoring fuel control, etc., that result in the contact of fuel to the skin. Technicians may be exposed to temperatures and cold fuel on hands and arms without the protection of cold weather gear. Finger dexterity is required to remove and replace fuel components, which may prohibit the wear of insulating gloves and use of heaters due to extremely flammable liquids.

B) Determination: Personnel shall be compensated accordingly when directed to perform duties inside or outside facilities during ***cold*** weather as defined in 5 CFR 532 which is 32 degrees Fahrenheit and below.

C) Approving Authority: Maintenance Officer

Appendix A-18

Exposure to Cadmium and/or Chromates

High Degree Hazard - 8% EDP Hours in a Pay Status

Low Degree Hazard – 4% EDP Hours in a Pay Status

5 CFR, Part 532. Subpart E, Appendix A

A) Situation: Technicians who are exposed to Cadmium and/or Chromate's and are subject to the risks associated with these chemicals/dusts.

B) Determination: Personnel shall be compensated when directed to perform duties within the scope of the stated criteria.

C) Approving Authority: Maintenance Office or Equivalent

Appendix B

REQUEST FOR HAZARDOUS DUTY OR ENVIRONMENTAL DIFFERENTIAL PAY DETERMINATION

TO:
The Adjutant General of Alaska
ATTN: HRO
Dept. of Military and Veteran Affairs
P.O. Box 5800
Fort Richardson, AK 99505-5800

FROM:
ACT
PO Box 210168
Anchorage, AK 99521

The following local work situation is submitted in accordance with LMA, Hazardous Duty and Environmental Differential Pay Article, for determination of entitlement to differential pay under provisions of:

☐ Hazardous Duty Differential ☐ Environmental Pay Differential

1. Is there an identical HDP/EDP work situation at/near the immediate location/work site?

☐ Yes (if yes, provide an explanation) ☐ No ☐ Unknown

2. Is there an identical HDP/EDP work situation elsewhere in AK that you are aware of?

☐ Yes (if yes, identify the location/work site) ☐ No ☐ Unknown

3. Indicate the classification and grade levels of the technicians performing the work.

4. Indicate the applicable technical instructions covering the work situation.

5. List the applicable safety regulation(s) covering the work situation.

6. Has there been a safety or environmental health report prepared for the situation?

☐ Yes (if yes, provide copy as attachment) ☐ No ☐ Unknown

7. What is the approximately length of time the situation is expected to exist?

_____ Months _____Years ☐ Indefinitely

8. Recommended Rate.

9. Recommended officials authorized to certify for exposure and pay.

10. Provide a detailed description of the severe hazard, physical hardship, or working condition.

11. Provide a detailed explanation of actions taken in an attempt to eliminate the condition.

12. Comments/Remarks. (Use continuation sheet if required)

THIS REQUEST HAS BEEN SUBMITTED AND CERTIFIED BY

Submitted By	**Technician Supervisor**	**Safety Officer**
Signature	Signature	Signature
Typed Name	Typed Name	Typed Name
Date	Date	Date

Appendix C

CERTIFICATE OF AUTHORIZATION FOR ENVIRONMENTAL DIFFERENTIAL PAY

Name SSN Unit and Location

I Certify that this employee was exposed to the following hazard, physical hardship, or working condition category(ies) for the duration indicated, incidental to performing his/her assigned duties and is, therefore, authorized environmental differential pay in accordance with the Labor/Management Agreement and 5 CFR 532.511.

Cat Expo	Date	From	To	Total Hours (min. 1 Hour)	Signature and title of authorizing official

For Payroll Use Only

Summary of Environmental Differential Pay Hours

Category I			Category II		
Rate	Code	Hours	Rate	Code	Hours
100%	A		50%	M	
25%	B		8%	N	
15%	C		4%	O	
4%	D				

NGB FORM 104 (http://www.ngbpdc.ngb.army.mil/forms/Adobe/ngb104.pdf)

Appendix D

ALASKA TECHNICIAN GRIEVANCE FORM

Date	Technician's Name	Position
Shop/Office		Duty Phone
Home Address		Home Phone
Grievance Presented To:		Date of Incident

Contract/Regulation References: (or others if required)
Providing names, dates, and locations as applicable.

Specific Relief Requested: (attach separate sheet(s) if required)

Grievance Step: (union or grievant: initial, date, and attach previous decisions)

Step 1_____Step 2_____Step 3_____ Arbitration?

Date_____Date_____Date_____ Yes No

Union Representing: Grievant's Signature	Union **NOT** Representing Grievant's Signature

Union Representative(s)

Record of Receipt: (Management/Supervisor Signature and Date)

Step 2_____Date_____

Step 3_____Date_____

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE ADJUTANT GENERAL, STATE OF ALASKA

AND ALASKA CHAPTER

OF

THE ASSOCIATION OF CIVILIAN TECHNICIANS

1. PURPOSE: The purpose of this Memorandum of Understanding (MOU) is to establish ground rules and joint procedures for negotiation of a collective bargaining agreement (CBA), between the Alaska Adjutant General as the duly authorized Defense/Agency and its sub-units, the Department(s) of Army/Air Force, (National Guard Bureau) and Alaska Chapter, the authorized representative of the Association of Civilian Technicians.

a. The Parties agree to representation of Negotiation Committees, to be appointed by Management and the Union, respectively, for purposes of negotiation a collective bargaining agreement (CBA).

b. It is agreed that the Chief Negotiator for the Employer will represent the Adjutant General, State of Alaska, to meet at reasonable times and negotiate in good faith. The Chief Negotiator for the Union will similarly represent the interests of technicians in the Bargaining Unit.

c. Chief Negotiators for each party will be authorized to make decisions as to accepting a proposal, submit counter-proposals, or table items pending further study. Each party may utilize a Negotiations Expert to provide assistance including possible gathering information, and/or providing advice, opinions and recommendations.

2. CURRENT AGREEMENT: The current agreement dated 2013-2015 will remain in effect during the negotiation period and until the new agreement is approved in accordance with the provisions of paragraph 5 of this Memorandum of Understanding.

3. CONTRACT PROPOSALS: The Parties will simultaneously exchange a list of the Articles in the current agreement they wish to revise on 20 August 2015. The Parties shall make a good faith effort to list all Articles they wish to revise on the initial lists exchanged on 20 August 2015. However, the failure to do so will not preclude either party from submitting an initial proposal concerning an Article that was not listed by the party. Initial proposals will be exchanged on or before 01 Sep 2015. Proposals that are considered to be negotiable subjects but which agreement cannot be reached in a reasonable amount of time, will be considered to be at impasse. FMC/FSIP procedures will apply to the resolution of all impasses.

a. Negotiations will formally commence no later than 28 Sep 2015.

b. Management or the Union may choose to withdraw a proposal at any time or the Parties may mutually agree to temporarily set aside a proposal. In either case, nothing shall preclude the originating party from presenting the same proposal at a later time.

c. The Chief Negotiator for each party will be authorized to make a decision to: accept a proposal, submit a counter proposal, withdraw a proposal, deem proposals to be at impasse, or table a proposal. Should a proposal be tabled pending further study or it appears no agreement can be reached; it may not be brought off the table without mutual consent of the parties. Should the proposal remain tabled until all remaining contract issues have been discussed and/or agreed to, then all tabled proposals will be removed individually from the table in the same sequence as tabled, and will be discussed in a final attempt to reach an agreement. Should the parties be unable to reach an agreement on a given proposal FMCS/FSIP procedures will apply.

d. During a negotiation process, counter-proposals, which arise out of the course of the negotiations, may be submitted at any time.

e. Each party may introduce three new proposals during the course of the negotiations. A new proposal means a proposal, the substance, which is not covered by the proposal that were initially exchanged. A new proposal does not include a proposal that is submitted in response to a proposal submitted by the other party. If there is a change in law, government-wide rule or regulation or FLRA decisions during the course of negotiations, either party may introduce proposals regarding those subjects.

4. NEGOTIATING TEAMS AND GOVERNING PROCEDURES: The negotiators designated by the Parties shall be governed by the following rules during the conduct of negotiations.

a. Committees:

(1) The Negotiation Team will not exceed five (5) primary negotiators and may have three (3) alternate negotiators.

(2) Designation by name of principals and alternates of each Negotiating Team will be exchanged, formally, by the Parties to this MOU by written correspondence no later than the date agreed upon by the Chief Negotiators for the exchange of the initial proposals. Correspondence will designate a Chief Negotiator who will function as the Chief spokesperson.

(3) Permanent changes in Negotiating Teams of either party will be announced in writing to the other Party at least three (3) working days prior to any negotiation.

(4) The presence of a full Team of five (5) members at negotiation sessions is not required, but both Parties to this MOU must be represented at each session by at least two (2) members.

b. Observers:

(1) Negotiating sessions will be closed to the public. Only those negotiators designated in accordance with this Memorandum of Understanding will be allowed to attend official contract negotiations.

(2) For specific purposes, the Parties may mutually agree to permit selected individuals to attend designated sessions.

(3) With mutual concurrence each side has the right to call subject matter specialists, on official time, for the express purpose of providing information on a particular area of concern. Neither subject matter specialists nor observers may participate in actual negotiations except upon concurrence of both sides. Subject matter specialists will depart upon completion of their presentation.

c. Place and Time of Meeting: Negotiation sessions will be convened at a time and place as agreed to by the Chief Negotiators. It is agreed that in the interest of efficiency and consistent with statutory intent in order to approach the negotiations with a sincere resolve to reach a collective bargaining agreement, negotiation sessions will be accomplished as frequently as possible.

(1) Negotiations will be held during the normal workday on dates and times agreed by the Parties, however, the first formal negotiations will begin on 28 Sep 2015 and conclude on 08 Oct 2015. Subsequent sessions will be held based upon agreement of the Chief Negotiators.

(2) Negotiations sessions will be conducted at a location provided by management and will be on site at the headquarters building.

(3) Clerical an administrative support to incorporate agreements into a contract will be provided by management.

(4) Prior to the end of each session, the Chief Negotiators will agree on the scheduling of the next session.

d. Use of official Time:

(1) Primary Negotiators and Alternate Negotiators will be authorized official time during negotiating sessions for the time such employees would otherwise be in a duty status.

(2) The Union Negotiators and the Union Secretary will be permitted four (4) work days of official time for each principal negotiator to prepare the Union's proposals.

(3) In addition, each principal negotiator will be provided two (2) work days of official time to review Management's initial proposals or counter proposals.

(4) Management recognizes the need for the additional official time during the negotiation process to include before and after scheduled negotiation sessions and during any periods between scheduled weekly sessions to review and develop counter proposals. The Chief Negotiator will agree to this additional time on an as need basis.

(5) Union Negotiators shall wear civilian attire while engaged in, or preparations for, collective bargaining as a representative of the labor organization.

e. Session Records:

(1) Negotiation sessions will be recorded, but each party also reserves the right to make written notes as they desire.

(2) Electronic recording devices will be used and Management will provide copies of audio files to the Union as soon as practical following each negotiation session. A written transcript of all such sessions will be provided by Management upon request at the conclusion of negotiations.

f. Recording Agreements:

(1) Upon reaching agreement on specific article or section, the Chief Negotiator of both parties will initial at the beginning and end of each item agreed upon. This initialing is done with the understanding that a complete article will not be revised without the agreement of both chief negotiators. However, it shall be expressly understood that initialing of an article or a section shall indicate agreement as to the principle set forth and shall not be construed to prohibit coming back to such article for clarifying provisions in language or format.

(2) Management will furnish to each Chief Negotiator a copy of the articles agreed upon and initialed by the end of each day's negotiation session.

g. Caucuses:

(1) Either Party may call for a caucus at any time if it becomes necessary in the course of negotiations. The calling Party will withdraw to a mutually suitable location provided by Management.

(2) The Parties will endeavor to limit each caucus to thirty (30) minutes, provided that longer periods may be

necessary as circumstances warrant.

(3) A commercial telephone will be located in the Caucus room, which may be used providing there is no additional expense to the government.

(4) During a caucus, access to computer, printer, copy machine, and access to a FAX machine will be provided by management.

(5) A concerted effort will be made to keep interruptions of negotiation sessions to a minimum.

5. CONTRACT APPROVAL AND EXECUTION:

a. Upon conclusion of negotiations, all articles will be typed in final draft format. A thirty (30) calendar day period will be provided for an overall review by both parties. Within ten (10) calendar days of completion of the review period, the agreement will then be executed by affixing the signature of the Adjutant General and all available members of the respective negotiating teams. It is also understood that the final execution of the agreement is contingent upon National ACT review and ratification by The Alaska Chapter members. Signature of Union members will signify that the agreement has been ratified by the bargaining unit members.

b. The new agreement will then be forwarded, within five (5) calendar days of execution, to the Civilian Personnel Management Services of the Department of Defense for approval in accordance with Section 7114 (c) of PL 95-454. The Chief Negotiators of each party shall jointly prepare and sign the cover letter that shall accompany the executed agreement. Disapproval by the Department of Defense of a contract provision or a portion thereof under 7114 (c) shall not affect the effective date of any other provision, or any other portion of a provision, that was not disapproved under 7114 (c).

c. Specific provisions not approved by the Agency shall later be incorporated when approved by the Agency after the parties have discussed and made appropriate revisions, if required. The chief-spokespersons will jointly prepare the letter to the Head of the Agency, which submits the parties' changes or disagreements with the disapproved provisions. The letter will be mailed within three (3) days. The effective date of these revisions shall be established in accordance with Section 7114 (c) of PL 95-454. These provisions shall expire on the same date as the basic agreement, unless otherwise provided for.

d. Referral of a proposal to the Federal Service Impasses Panel (FSIP) due to a negotiation impasse, or to the Federal Labor Relations Authority (FLRA) due to a negotiability dispute, shall not affect the obligation of a party to execute the contract described in paragraph a and b above or to deliver the executed contract to the Head of the Agency or his or her designee. Nor shall such referral affect the effective date of the contract or the effective date of any contract provision or portion thereof.

e. Any contract provision or portion thereof disapproved under 7114(c) shall be deemed incorporated in the executed contract and effective upon both parties receipt of any final, non-reviewable FLRA or judicial decision holding the disapproval unlawful. Any proposal referred to the FSIP shall be deemed to be a provision of the executed contract upon both parties receipt of a FSIP decision ordering the parties to adopt the proposal.

6. MISCELLANEOUS:

a. Union negotiators required to travel outside of the fifty (50) mile area for negotiations or any third party proceeding connected to the negotiating will be authorized reimbursement for travel and per diem expenses in accordance with DoD Joint Travel Regulation Vol. II Government transportation will be used when available.

b. Management will provide access and or use of the following: A meeting room (to prepare for contract proposals),

a copy machine, a telephone (for calls which do not result in charges to the government), a computer and printer. These items are for use only during the preparations of contract proposals, caucuses, and review of management proposals, negotiations or renegotiations of contract items that may be rejected by Department of Defense.

c. The employer will make available, all basic governing rules and regulations for technician employment. These will include the Code of Federal Regulations (CFR) and applicable National Guard Technician Regulations.

7. EFFECTIVE DATE:

This Memorandum of Understanding, establishing the ground rules for negotiations between the parties shall be effective on the date of execution between parties. This Memorandum of Understanding will remain in effect for the duration of the collective bargaining agreement and by reference is incorporated therein. Any negotiations between the parties occurring during the period in which this Memorandum of Understanding is in effect shall be governed by the procedures outlined in this memorandum of understanding. Notwithstanding the foregoing, if any provision herein conflicts with any provision in the collective bargaining agreement, the provision or provisions in the collective bargaining agreement will govern.

Date: 21 July 15

MANAGEMENT

LABOR ORGANIZATION

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

December 17, 2015

MEMORANDUM FOR THE ADJUTANT GENERAL, ALASKA NATIONAL GUARD,
ATTN: CMSGT GEORGE KALE
ALASKA NATIONAL GUARD
BLDG 49000, ARMY GUARD ROAD
JBER- ALASKA, 99505

SUBJECT: Collective Bargaining Agreement between The Adjutant General, Connecticut National Guard and the Association of Civilian Technicians

The subject agreement, originally executed on November 18, 2015, was reviewed by this office pursuant to 5 U.S.C. § 7114(c). The agreement is, hereby, approved subject to the understandings described below.

The following provisions are conditionally approved subject to the following mandatory understanding:

1. **Public Law 94-454**

In Article 2, Labor-Management Relations, section 2-2 Management Rights, and in numerous other sections throughout your Collective Bargaining Agreement there is reference to "Public Law 95-454." Since its issuance, Public Law 95-454 has been revised and updated and thus this citation is inconsistent with current law. As such, it is suggested that the parties update this reference to "Chapter 71 of Title 5 U.S. Code, hereinafter referred to as the Statute" at their convenience.

2. **Full-Time Manning Documents**

In Article 8, Pertinent Information, section 8-3 Technician Manning Document, the parties have agreed in part "*Upon request, the Employer agrees to provide the Labor Organization access to view pertinent unit/technician manning documents*." The provision requires management to provide a full-time manning document to the union. This provision is approved with the mandatory understanding that the full-time manning document will be restricted to bargaining unit employees and/or bargaining unit positions.

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

"Approved by the Department of Defense on December 17, 2015."

Please forward signed copies of the final approved agreement, along with one (1) copy of OPM Form 913B (link attached), as follows:

a. One electronic copy identified as the "final approved agreement", emailed to Department of Defense, Labor and Employee Relations Division, at dodhra.mc-alex.dcpas.mbx.hrops-lerd-labor-relations@mail.mil. An electronic version of OPM Form 913B is available at: http://www.opm.gov/forms/pdf_fill/OPM913.pdf

b. One electronic copy emailed to Mr. Keith Agee, National Guard Bureau, at: keith.e.agee.civ@mail.mil.

If there are any questions concerning the agreement, Mr. Dean Rogers can be reached on DSN 372-1713 or commercial (571) 372-1713.

A copy of this memorandum was served on the labor organization, which is a party to this agreement, by email on December 17, 2015.

Lisa M. McGlasson
Chief
Labor and Employee Relations Division

cc:

Sent electronically via email to:

Mr. Matthew Cary, President, ACT Local #84

CMSgt George Kale, Alaska National Guard

Mr. Keith Agee, National Guard Bureau (NG-J1-TN)

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

December 18, 2015

MEMORANDUM FOR THE ADJUTANT GENERAL, ALASKA NATIONAL GUARD,
ATTN: CMSGT GEORGE KALE
ALASKA NATIONAL GUARD
BLDG 49000, ARMY GUARD ROAD
JBER- ALASKA, 99505

SUBJECT: Collective Bargaining Agreement between The Adjutant General, Alaska National Guard and the Association of Civilian Technicians, Local #84

The subject agreement, as modified by the parties via email received on November 18, 2015, incorporating changes per the draft Agency Head Review memorandum of November 17, 2015, was reviewed by this office pursuant to 5 U.S.C. § 7114(c). The agreement is, hereby, approved.

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

"Approved by the Department of Defense on December 18, 2015."

Please forward signed copies of the final approved agreement, along with one (1) copy of OPM Form 913B (link attached), as follows:

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If there are any questions concerning the agreement, Mr. Dean Rogers can be reached on DSN 372-1713 or commercial (571) 372-1713.

A copy of this memorandum was served on the labor organization, which is a party to this agreement, by email on December 18, 2015.

Lisa M. McGlasson
Chief
Labor and Employee Relations Division

cc:

Sent electronically via email to:

Mr. Matthew Cary, President, ACT Local #84

CMSgt George Kale, Alaska National Guard

Mr. Keith Agee, National Guard Bureau

IN WITNESS WHEREOF, the Alaska National Guard and the Association of Civilian Technicians, Alaska Chapter #84 have met, conferred, negotiated and entered into this Labor Management Agreement (herein referred to as (LMA)) on this 30 December 2015.

FOR THE DIVISION OF MILITARY AND VETERANS AFFAIRS (DMVA)

LAUREL J. HUMMEL
Brigadier General (Alaska), AKNG
The Adjutant General

CHARLES G. STEVENSON
Colonel, AKANG
Chief Negotiator

AMY J. CARLE
Lieutenant Colonel, AKANG
Negotiator

JAMES M. PALEMBAS
Lieutenant Colonel, AKARNG
Negotiator

CHARLES E. HOOPER III
Sergeant Major, AKARNG
Negotiator

MICHAEL J. GOODWIN
Senior Master Sergeant, AKANG
Negotiator

GEORGE "BERNIE" KALE
Chief Master Sergeant, AKANG
Recorder

FOR THE ASSOCIATION OF CIVILIAN TECHNICIANS (ACT)

MATTHEW M. CARY
ACT Chapter President
Chief Negotiator

TIMOTHY C. SMITH
ACT Executive Vice President
Negotiator

MARLAN L. "BUTCH" CURRIER
ACT Vice President - North
Negotiator

THOMAS P. SLEDGE
ACT Vice President - South
Negotiator

BRANDON M. KING
ACT Steward
Negotiator

Approved by the Department of Defense on December 18, 2015