

MEMORANDUM OF AGREEMENT

BETWEEN

THE ADJUTANT GENERAL

STATE OF WYOMING

AND

COWBOY CHAPTER

ASSOCIATION OF CIVILIAN TECHNICIANS

EFFECTIVE

11 May 2020

	TITLE	PAGE NUMBER
Article 1	General Provisions	3
Article 2	Pertinent Information and Directives	7
Article 3	Appropriate Bargaining (Impact Bargaining)	7
Article 4	Union Shop Stewards	9
Article 5	Payroll Deduction	9
Article 6	Taxpayer Funded Union Time/Official Time	10
Article 7	Wage-Board Committee Representation	12
Article 8	New Employee Orientation and In-processing Procedures	12
Article 9	Basic Work Week - Hours of Work	13
Article 10	Position Description	17
Article 11	Detailing of Employees	17
Article 12	Employee Performance Management System	18
Article 13	Temporary Duty Assignment (TDY)	20
Article 14	Health, Safety, and Welfare	21
Article 15	Leave	25
Article 16	Merit Promotion and Employee Placement	29
Article 17	Non-Disciplinary, Disciplinary, and Adverse Action	29
Article 18	Grievance Procedures	31
Article 19	Radios and Televisions in Work Areas	36
Article 20	Reduction-In-Force	36
Article 21	Position Management Plan	39
Article 22	Equal Employment Opportunity Program	41
Article 23	Agreement Administration	41
	Weingarten Rights Notification	43
	Approval Page for This Agreement	44
	Parties who Negotiated This Agreement	45

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, State of Wyoming, hereinafter referred to as the Agency, and Cowboy Chapter of the Association of Civilian Technicians, hereinafter referred to as the Union.

1-2 AGREEMENT PRECEDENCE

- a. This agreement supersedes all prior agreements or past practices between the Parties and constitutes the entirety of the agreement between the parties. The parties agree that this CBA takes precedence over:
 - (1) Any conflicting government-wide rule or regulation that was prescribed after the effective date of the provision, unless the rule or regulation implements 5 U.S.C. § 2302;
 - (2) Any conflicting agency rule or regulation, regardless of when it was prescribed and irrespective of whether it was prescribed by the Department of Defense, the National Guard Bureau, any other Department of Defense Component, or the Agency—unless the rule or regulation implements 5 U.S.C. § 2302; and
 - (3) Any conflicting state or local provision, of any kind.
- b. In the event a conflicting law or regulation is adopted after this agreement's effective date, both parties are required to meet as soon as practical to bring the agreement into compliance with the applicable law and regulations.

1-3 DEFINITIONS

Refer to Title 5, USC, chapter 21 for specific definitions relating to federal employees and Title 32, section 709 as it pertains to military technicians.

- a. Agency: The Adjutant General, State of Wyoming, the Agency.
- b. DCPAS: Defense Civilian Personnel Advisory Service; also refers to the "head of the agency (DoD).
- c. Employee: Title 32 dual status technicians and Title 5 employees who are bargaining unit members of the Wyoming Air National Guard.
- d. A grievance is:
 - (1) Any complaint by any employee concerning any matter relating to the employment of the employee.
 - (2) Any complaint by the Union concerning any matter relating to the employment of any employee.
 - (3) Any complaint by any employee, the Union, or agency concerning:
 - A. The effect of interpretation, or a claim of breach, of the collective bargaining agreement; or
 - B. Any claimed violation, misinterpretation, or misapplication of any law, rule or regulation affecting conditions of employment.
- e. Internal Union business: See article 1-16. Any activities performed by an employee relating

to internal business of a Union (including the solicitation of membership, elections of Union officials, and collection of dues) shall be performed during time the employee is in a non-duty status.

- f. Official Union business: As defined in 5 USC, chapter 7131. Official business is considered term negotiations, mid-term bargaining, labor-management relations such as meetings, training, formal discussions and other representational matters, and time spent to prepare or present a grievance or appeal.
- g. Management Official: non-bargaining unit members of the agency, generally referring to supervisory or managerial employees.
- h. Union: The representative of the Bargaining Unit.

1-4 MUTUAL COVENANTS

It is the purpose and intent of this document to lay groundwork that will facilitate a spirit of partnership between management and the Union. Management and the Union agree that as much as possible the workplace should be completely free from favoritism, patronage, harassment, coercion, or indiscriminate reassignments, all of which have an adverse effect upon employees.

Management and the Union obligate themselves to uphold goals that support the accomplishment of the mission and through mutual understanding, clear communication, and good working relationships.

This agreement identifies the mutual covenants of the parties hereto, which have the intention and purpose to:

- a. Promote and improve the efficient administration of the Wyoming Air National Guard and the well-being of the employees within the meaning of Public Law.
- b. Provide for the highest degree of efficiency in the accomplishment of the operations of the Wyoming Air National Guard.
- c. To establish a basic understanding relative to personnel policy, practices and procedures and matters affecting other conditions of employment within the jurisdiction of the Adjutant General.
- d. Promote employee and management communications and information sharing regarding personnel policy and procedures.

1-5 COLLECTIVE BARGAINING AGREEMENT DISTRIBUTION

- a. The agency will make initial distribution of the collective bargaining agreement (CBA) to all non-bargaining unit employees via electronic means. The agency will provide electronic access to this agreement to the Union for distribution to current and new bargaining unit employees. Any Memorandum of Understanding (MOU) jointly developed will be distributed in the same manner. Union officials and/or stewards will be allowed official time to distribute the CBA during duty time. The CBA will be available for access on the intranet/internet within 10 workdays of receipt by this agency.
- b. The agency agrees to provide access and training for all future electronic copies of collective bargaining agreements.

1-6 LABOR/MANAGEMENT TRAINING

Management has the right to determine employee training needs. When management determines that training is needed, it will be provided to employees required to attend on regular duty time.

SECTION II - BARGAINING UNIT/EXCLUSIVE RECOGNITION

1-7 BARGAINING UNIT

It is recognized by the agency that the Association of Civilian Technicians has been designated and selected by a majority of the employees of the Wyoming Air National Guard, as their representative for purposes of exclusive recognition, and that pursuant to Title 5 USC 71, subchapter II, the Union is the exclusive representative of all employees in the bargaining unit.

INCLUDED: All employees in bargaining unit positions, both wage grade and general schedule employees employed by the Wyoming Air National Guard.

EXCLUDED: All managerial and supervisory employees to include those employees involved with federal personnel work in other than purely clerical capacity, and all others excluded by Title 5 U.S.C.7112.

1-8 APPLICATION

This agreement, to include all articles herein, is applicable to bargaining unit technicians, permanent, indefinite, and temporary, as employed by the Wyoming Air National Guard.

SECTION III - EMPLOYEE RIGHTS

1-9 EMPLOYEE RIGHTS

Each employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided under this chapter, such right includes the right to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under this chapter.

1-10 MANAGEMENT RIGHTS (5 U.S.C.7106)

Subject to subsection (b) of 5 USC 7106, nothing in this chapter shall affect the authority of any management official of any agency-

- a. To determine the mission, budget, organization, number of employees, and internal security practices of the agency; and
- b. In accordance with applicable laws-
 - (1) To hire, assign, direct, layoff and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
 - (2) To assign work, to make determination with respect to contracting out, and to determine the personnel by which the agencies operations shall be conducted;

- (3) With respect to filling positions, to make selection for appointments from;
 - A. Properly ranked and certified candidates for promotion; or
 - B. any other appropriate source; and
- (4) To take whatever actions may be necessary to carry out the agency mission during emergencies.

1-11 EXCLUSIVE REPRESENTATIVE

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

1-12 REPRESENTATION RIGHTS

An exclusive representative of the local Union shall be given the opportunity to be present at any formal discussion between one or more representatives concerning any grievance or any personnel policies or practices, or other general conditions of employment. An exclusive representative of the local Union shall be given the opportunity to be present at any examination of an employee in the unit by a representative of the agency in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee and if the employee requests the representation.

- a. The Agency will notify each employee of Weingarten rights during New Employee In-Processing and annually.
- b. When the Agency interviews employees in preparation for an unfair labor practice, hearing, or an arbitration proceeding, the Agency will: (1) inform the employee who is being questioned of the purpose of the questioning, assure the employee that no reprisal will take place if he or she refuses to answer questions, and obtain the employee's participation on a voluntary basis; (2) the questioning must occur in a context which is not coercive in nature; and (3) the questions must not exceed the scope of the legitimate purpose of the inquiry or otherwise interfere with employee's statutory rights.

1-13 EMPLOYEE REPRESENTATION

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

- a. The rights of an exclusive representative under the provisions of this subsection shall not be construed to preclude an employee from—
 - (1) Being represented by an attorney or other representative, other than the exclusive representative, of the employee's own choosing in any grievance or appeal action; or
 - (2) Exercising grievance or appellate rights established by law, rule, or regulation; except in the case of grievance or appeal procedures negotiated under this chapter.

1-14 CONTRACT ENFORCEMENT

The Union recognizes joint responsibility with the agency for the administration and enforcement of

this agreement.

1-15 INTERNAL UNION BUSINESS

Any activities performed by an employee relating to internal business of a Union (including the solicitation of membership, elections of Union officials, and collection of dues) shall be performed during time the employee is in a non-duty status.

1-16 DISTRIBUTION

All mail for the Union will be sent directly to the individual or Union representative.

ARTICLE 2

PERTINENT INFORMATION AND DIRECTIVES APPLICABLE TO THE AGENCY AND THE UNION

2-1 ORGANIZATION INFORMATION

The Union and the Agency agree to share and exchange any pertinent labor/management relations publications and directives they receive. The agency agrees to provide the Union a copy of any supervisory guides, handbooks, or instructions provided to supervisors intended for use in the supervision of bargaining unit employees.

2-2 BARGAINING UNIT MEMBERS

The agency agrees to supply the Union with a current list of names of all bargaining unit members, subject to the accuracy of the information that the agency has in its database. The agency agrees to furnish the Union a copy of appropriate employee documentation when requested. Frequency of requests should be limited to an as needed basis. The Union recognizes that it is responsible for maintaining the confidentiality of the provided information.

ARTICLE 3

APPROPRIATE BARGAINING OVER AGENCY CHANGE OF A CONDITION OF EMPLOYMENT

3-1 IMPACT AND IMPLEMENTATION BARGAINING

Except as provided in 3-3, Agency change of a condition of employment is subject to impact and implementation (I&I) bargaining to the extent required by 5 U.S.C. § 7106(b)(2) and (b)(3), and any change thereto.

3-2 SUBSTANTIVE BARGAINING

Except as provided in 3-3, Agency change of a condition of employment is subject to substantive bargaining—including bargaining over whether the change will occur at all—if the change is (1) not an exercise of a management right; and (2) not required by the Constitution of the United States, a federal statute, a government-wide regulation, or an agency regulation.

3-3 CHANGE PRECLUDED BY LAW

The Agency shall comply with 5 U.S.C. § 7116(a)(7) and any change thereto. As of the execution of this Agreement, 5 U.S.C. § 7116(a)(7) provides that the Agency may not enforce any government-wide or agency rule or regulation (other than a rule or regulation implementing 5 U.S.C. § 2302) which is in conflict with this agreement if this Agreement was in effect before the date the rule or regulation was prescribed. In such cases, absent union consent, the rule or regulation may not be enforced during the time this Agreement is in effect until appropriate bargaining on the rule or regulation has been completed as described in section 3-5. In cases where an Agency change of a condition of employment by means other than rule or regulation conflicts with this Agreement, such change of condition of employment may not be enforced until appropriate bargaining regarding that change has been completed, unless the change is required to end an unlawful practice.

3-4 NOTICE OF CHANGES AND DECLARATION BARGAINING

The Agency will provide the Union with written notice of any proposed negotiable changes to a condition of employment prior to implementation. Following receipt of the notice, the Union will have ten (10) business days to demand bargaining or to present negotiable proposals. In cases involving complex changes or regulations, the Union may, within ten (10) business days of receipt of the notice, request additional information, and/or request a reasonable extension of time to demand bargaining or present negotiable proposals. Agency and Union agree to meet and confer as soon as practicable, with date, time, and location to be arranged by mutual consent. The Agency and Union agree to reach agreement or declare impasse on issues not resolved at the meetings within five (5) business days unless additional time is mutually agreed upon.

3-5 CHANGE HELD IN ABEYANCE PENDING BARGAINING

Enforcement of any negotiable change of a condition of employment will be held in abeyance pending completion of appropriate bargaining, including resolution of any impasse by the Federal Service Impasses Panel, unless 1) immediate implementation is necessary to correct an unfair labor practice, or 2) the necessary functioning of the agency requires immediate implementation of the change.

In situations where the necessary functioning of the agency requires that a change to a condition of employment be implemented before bargaining is complete, the Agency shall provide written notice of the Agency's intent to immediately implement the change to the Union. The Union will have ten (10) business days after receipt of the notice to request that the change be held in abeyance.

If the Union fails to request abeyance, the change may be implemented.

3-6 AGENCY EXPLANATIONS

The Agency will provide the Union a written statement of the facts and reasons upon which the Agency bases an assertion that (a) Agency change in a condition of employment is subject only to I&I bargaining, not substantive bargaining; (b) the necessary functioning of the agency or need to end an unlawful practice requires implementation of a change before completion of bargaining.

ARTICLE 4

UNION SHOP STEWARDS

4-1 SHOP STEWARDS

The shop steward is an official Union representative. The management official of the section concerned will consult with the steward designated for their area on matters, which will affect the conditions of employment of the bargaining unit employees within their section prior to any notification of the employees concerned. It is understood that the steward may speak for the bargaining unit employees of the section, but will not make decisions on contractual intent.

4-2 STEWARDS

The Union assigns stewards, as needed, to ensure adequate representation of bargaining unit employees not to exceed (NTE) 12% of bargaining unit members.

4-3 LIST OF OFFICERS AND STEWARDS

The Human Resources Office will be furnished a complete list of officers and stewards and their designated areas after each election or anytime a change occurs.

ARTICLE 5

PAYROLL DEDUCTION

5-1 WITHHOLDING FORM

The Standard Form (SF) 1187 for dues deduction will be supplied by the Union and will be used as the authorization of payroll deduction for dues.

5-2 PROCESSING

The completed standard form will be given by the Union to the Customer Service Representative (CSR) within the pay entitlements branch of the Finance Office.

- a. The standard form will be completed and certified as to the amount of withholding.
- b. The standard form 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 CSR. Adjustments to dues allotments will occur within two (2) pay periods after a member's rate of base pay changes.
- c. 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 Union; when the agreement providing for dues withholding is suspended or terminated by an appropriate authority outside DOD; or when the employee has been suspended from the Union.
 - (1) Upon an employee's return to a bargaining unit position, management agrees to notify the employee of their bargaining unit status.
 - (2) It is the employee's responsibility to maintain dues payments.

5-3 DUES REVOCATION

- a. The individual will turn the completed standard form in to the CSR.
- b. The CSR shall date and initial all copies of the standard form upon receipt from the employee. The second copy of the standard form shall be forwarded by the CSR to the Union within one (1) pay period after receipt of the signed form from the employee.
- c. 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 CSR not later than 15 August. Dues revocation shall not become effective until the first full pay period in September.
- d. New members shall have the option of dues revocation on the first annual anniversary date after the employee's election to participate. Dues revocation form must be submitted to the CSR not later than the last work day in the month preceding the employee'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 6-3c above.

ARTICLE 6

TAXPAYER FUNDED UNION TIME/OFFICIAL TIME

“Official time” as used in this article shall mean taxpayer funded union time granted to an employee pursuant to section 7131 of title 5, United States Code. Official Time will be made available without loss of annual leave during normal duty hours for the Association representatives to carry on business which is of mutual interest to the Agency and the Union. Official Time provisions encompass negotiations between an exclusive representative and an Agency regardless of whether such negotiations pertain to the negotiation or re-negotiation of a

basic collective bargaining agreement. Official Time will be provided in accordance with this section, and 5 USC Chapter 71 and any changes thereto. The prior agency approval, union representatives may request and be granted reasonable amounts of official time under the applicable provisions of 5 U.S.C. 7131 (a), (c), and (d) and in accordance with all applicable laws, rules, and regulations and any change thereto.

6-1 GRANTING OF OFFICIAL TIME

Official Time will be granted in the following manner: Union representatives and/or employees will notify the appropriate management official and obtain concurrence prior to leaving their assigned area. A request, maintained by the HRO-LRS, must be given at least five (5) work days in advance in writing for known events. All requests must include the number of official time hours to be used and the specific purposes for which such time will be used. Representational activities which are time sensitive may require a verbal request and approval, followed by a written request. The management official may concur unless the mission of the section cannot be accomplished without the presence of that representative specifically. The management official may delay the representative for only the length of time the mission requires the presence of the representative.

6-2 CIVILIAN ATTIRE

Union representatives are not required to wear the military uniform while performing representational functions or other Union activity related functions. These functions include but are not limited to the following:

- a. While engaged in negotiations of any kind with agency officials.
- b. Labor/Management meetings with agency representatives.
- c. Labor/Management seminars in state.
- d. Labor/Management seminars at commercial facilities sponsored or hosted by the National Office of the Association of Civilian Technicians, U.S. Department of Labor, Department of Defense, Wage Setting Authority, etc.
- e. Performing representational duties on behalf of bargaining unit members, to include OSHA inspections, investigations of complaints, etc.
- f. When representing the Union on committees, at hearings, or at third party proceedings.
- g. Employees in the Bargaining Unit will not be required to wear the military uniform while processing a grievance beyond the first step of the negotiated grievance procedure; or, appearing as a grievant or witness in any third-party proceeding.

6-3 REPRESENTATIVE TITLE

The Agency agrees to address Union representatives by their civilian title during the period they are performing representational duties. All correspondence from management concerning labor management issues will be addressed to the Association representative with their civilian title. Military titles will not be used to address Union representatives during the performance of their representational duties or when receiving correspondence from management. As a matter of professional courtesy, Union representatives will address management officials by their military rank and title during the performance of their representational duties or when sending

correspondence. Management and the Union will work together to set the example of a positive, professional working environment.

ARTICLE 7

WAGE-BOARD COMMITTEE REPRESENTATION

7-1 NOTIFICATION

The agency agrees to advise the Union of the receipt of official notification if and when preliminary preparations are being made for a full-scale wage survey. Such notification to the Union will be made within five (5) working days after receipt by the agency.

7-2 EMPLOYEE PARTICIPATION

In the event the agency is requested by a higher authority to furnish employees as Wage Data Collectors, the Union may submit a list of names of employees in the unit to the agency for nomination as data collectors. It is agreed that the agency will give serious consideration to those employees on the list of names submitted by the Union. The nominated data collectors should be representative of all sections affected by the survey.

7-3 OFFICIAL TIME FOR SURVEYS

Reasonable time off during work hours may be authorized without loss of pay or benefits, to permit the appropriate committee of the Union, composed of not more than three members, to appear before the area Wage Survey Committee for the purpose of making representation in behalf of the employees in the unit. The agency may, upon advance notification by the Union, make necessary arrangements for such Union representatives to be absent from their work assignment for this purpose.

ARTICLE 8

NEW EMPLOYEE ORIENTATION AND INPROCESSING PROCEDURES

If the Agency determines to offer New Employee Orientation training, the agency will determine the length, contents, agenda, and delivery method of the orientation information. The Union agrees to participate in and support this program. The agency agrees to provide elected union members with a list of new employees on a quarterly basis.

ARTICLE 9

BASIC WORK WEEK - HOURS OF WORK

9-1 FOCUS

The following work schedules are authorized for the bargaining members of the Wyoming Air National Guard here at home station. These options are for the purpose of providing flexibility to management officials in scheduling their employees for the most efficient management of the workforce while still providing the opportunity for quality of life for our members. In ALL cases, mission accomplishment remains the primary focus. TAG is the final authority for WYMD agency-wide work schedule changes.

9-2 RESPONSIBILITY

- a. It is the responsibility of management officials to efficiently manage the personnel under his/her supervision to ensure effective accomplishment of required tasks in their shop or section to meet mission needs, and to provide the necessary services to keep the operational capability of the Wyoming Air National Guard at peak efficiency. The management official, with input from the respective employees under their control, will assess mission requirements and choose a work schedule option that maximizes mission accomplishment while providing each employee sufficient time off to be with family and friends.
- b. It is recognized that due to the number of employees in a particular section, the nature of the work being done, or the mission focus within a particular work center/section, that not all of the available work schedule options will be practical or useable. It is up to the section management official to determine what schedules will be used/offered.
- c. It is the responsibility of the management official to assure that the TAG form 15-E will be completed and on file in the supervisor folder for each individual they supervise. In certain circumstances, employees may request a schedule change to accommodate their changing needs. Under conditions of significant personal hardship, non-standard schedules may be considered and approved as long as required work can still be completed.

9-3 WYMD STANDARD WORK SCHEDULE

- a. The 5-4/9 "Phoenix" work schedule is the standard for the WYMD; it is the expected core hours most employees will work. It is clearly defined and the scheduled work days are published annually by HRO. In each two week pay period, employees will work eight 9-hour days, one 8 hour day, and have every other Friday off.
 - (1) Employees may elect one of the following lunch break schedules:
 - A. 0700 to 1700 with a 1 hour lunch break
 - B. 0700 to 1630 with a 30 minute lunch break
 - C. 0730 to 1700 with a 30 minute lunch break.
 - (2) Variations up to 2 hours in start times may be considered.
- b. It is expected that all work centers/sections will have coverage in their respective sections during the times outlined as the WYMD standard work schedule. These should be

considered the core hours. Exceptions may be sought through the 153AW/CC for certain “non-service” oriented functional sections for mission needs.

9-4 OPTIONAL WORK SCHEDULES

- a. Optional work schedules are an attempt to improve morale, lessen undue stress on employees and to meet the mission requirements. The implementation of these schedules are to limit the amount of personnel working on scheduled days off and to allow the employees ample time away to reset as needed. It is the management official’s responsibility to manage his/her personnel to be able to meet scheduled mission requirements/sorties. For employees that will be working in or around industrial areas, the management official, to the fullest extent possible, will insure at a minimum two employees are present during these optional work schedules. All schedule change requests with more than a two hour deviation in start time must be approved by HRO through the Wing Commander. Use of optional work schedules additionally requires TAG approval. Requests for an optional work schedule must be completed by using the HRO Form 200.
- b. The 4/10 work schedule is described as follows. In each two week pay period, employees will work eight 10 hour days.
 - (1) Employees may elect one of the following schedules:
 - A. 0630 to 1700 with 30 minute lunch break
 - B. 0600 to 1700 with 1 hour lunch break
 - C. 0630 to 1730 with 1 hour lunch break.
 - (2) Variations in start time up to 2 hours may be considered.
 - (3) Note: This work schedule meets the core hour requirement for shop coverage.
 - (4) The implementation of the 4/10 work schedule requires TAG approval with the concurrence of the wing commander.
 - (5) Implementation of the 4/10 schedule is subject to test/trial periods and phased implementation.
 - (6) The Wing commander or his/her designee may allow individuals and/or work centers to adopt the 4/10 work schedule with consideration of mission effectiveness.
 - (7) The 4/10 schedule may be revoked at any time by the Wing Commander or his/her designee. If the 4/10 schedule is revoked, then affected employees would revert back to their previous work schedule.
- c. The optional 5-4/9 work schedule is described as follows. In each two week pay period, employees will work eight 9-hour days, one 8 hour day, and have a declared (not necessarily Friday) day off during the pay period.
 - (1) Employees may elect one of the following schedules:
 - A. 0700 to 1700 with a 1 hour lunch break
 - B. 0700 to 1630 with a 30 minute lunch break
 - C. 0730 to 1700 with a 30 minute lunch break.
 - (2) Variations in start time up to 2 hours may be considered.
- d. The 10/8 work schedule is described as follows. In each two week pay period, employees will work ten 8-hour days.
 - (1) Employees may elect one of the following schedules:
 - A. 0700 to 1600 with a 1 hour lunch break
 - B. 0700 to 1530 with a 30 minute lunch break

- C. 0730 to 1600 with a 30 minute lunch break.
- D. Variations in start time up to 2 hours may be considered.
- E. Note: This work schedule meets the core hour requirement for shop coverage.
- e. Starting and ending shift times can be negotiated as long as the correct number of hours per day are worked and will result in a full 80-hour pay period.
- f. Lunch breaks will be taken between the hours of 1100 and 1300 daily when using the core or optional work schedules. Once an employee elects one of these schedules, it becomes their daily schedule. Employees may not change schedules or lunch breaks on a day-to-day basis.
- g. Section management officials may require a change in standard work schedules for their employees if it becomes apparent that their work center is not meeting mission requirements. A change to standard work schedules may also be dictated by mission requirements for deployments away from home station. Employees may request a schedule change to accommodate their changing needs or in circumstances of personal hardship. Management officials are encouraged to work with their employees to agree on a work schedule that best meets the needs of the agency and the desires of the employee. The TAG form 15-E will be completed and on file in the management official folder for each individual.

9-5 MODIFIED START WORK SHIFT

- a. Due to temporary fluctuations in needs of the Agency, management officials may direct and schedule, a modified start shift. Under this provision, management officials may modify shift start time up to 5 working hours to extend coverage of a duty day for a particular section. (i.e. completion of HSC, Post Dock, ISO, exercise, or deployment). This decision should be made with the full knowledge and agreement of next higher level of supervision. Every effort will be made to give maximum notice. A situation, which imposes immediate and unforeseen work requirements as a result of natural phenomena, critical or emergency mission related circumstances beyond the agency's reasonable control or ability to anticipate, are excluded from the notice requirement. We agree to comply with the requirements of 5 CFR 610.121.
- b. The modified shift will not normally run more than five consecutive work days.
- c. The modified shift should be used minimally and as justifiable.

9-6 DUTY ON SCHEDULED DAY OFF

Management officials who occasionally require employees to report for duty on a scheduled day off should ensure those employees are compensated in accordance with applicable personnel guidelines.

9-7 SHIFT/SCHEDULE CHANGE NOTIFICATION

The Agency may consider and institute alternative work shift/schedules to support mission requirements. The management official to the best of their knowledge will distinguish to the employee whether the shift/schedule change is temporary or permanent. The management official shall seek and select volunteers based on mission requirements and personnel availability prior to

assigning individuals. Temporary employees will be notified no less than one (1) pay period of a temporary shift/schedule change and permanent employees will be notified no less than two (2) pay periods of a permanent shift/schedule change except when the head of an agency determines that the agency would be seriously handicapped in carrying out its functions or that costs would be substantially increased.

9-8 ON CALL

An employee is considered to be on call status if they are: (1) required to remain within a reasonable call-back radius of the work site but is permitted to leave a telephone number or carry an electronic device for the purpose of being contacted; or (2) allowed to make arrangements with another employee to perform work that might arise during the call-back period. Time spent in an on-call status does not constitute hours of work and employees in this category are not entitled to additional compensation.

9-9 CALL-BACK

Call-back: Irregular or occasional overtime work performed by an employee on a day when work was not scheduled, or for which they are required to return to their place of employment, is deemed at least two (2) hours in duration for the purpose of compensation. If the employee can satisfy the requirements of the reason for callback from their current location (i.e. phone consultation), they are to be compensated for the time they actually spent conducting official business. There is no 2 hour minimum in cases where the employee did not return to their place of work.

9-10 STANDBY

An employee is considered to be on standby duty if they are: (1) restricted to the agency's premises, or so close to the premises that the employee cannot use the time effectively for their own purposes; or (2) restricted to their living quarters or designated post of duty, and has their activities substantially limited, and is required to remain in a state of readiness to perform work. Standby duty constitutes hours of work for which the employee is entitled to compensation.

9-11 BREAK TIME

Two (2) fifteen minute rest periods are authorized for each employee during the duty day. One rest period is authorized before the lunch break and one rest period is authorized after the lunch break. The mission of the work unit may dictate the timing of when an employee may take the aforementioned authorized breaks.

9-12 PREMIUM PAY

All shift, holiday and Sunday premium pay will be paid as authorized by law and regulations

ARTICLE 10

POSITION DESCRIPTION

10-1 POSITION DESCRIPTION

Position descriptions will be an accurate listing of the major duties that are required by the Agency to be performed by the affected employee(s). Additional information contained in regulatory guidelines and this article will be used to ensure equal treatment of all employees covered by this agreement; both are available via electronic media.

10-2 OTHER DUTIES AS ASSIGNED

Any “other duties as assigned” will be assigned by or through the employee’s immediate management official. The agency recognizes that the employee’s workload increases when adding duties, and agrees to prioritize these duties with the employee upon request. “Other duties as assigned” as part of the position description (PD) should be reasonably related to the employee’s position, and qualifications. This does not preclude management from assigning additional, though unrelated, duties. If unrelated duties are assigned on a routine basis, the PD should be amended to include such duties. Additional duties will be managed in accordance with applicable laws, rules, and regulations and any changes thereto.

10-3 ADDITIONAL DUTIES

Any additional duties will be assigned by or through the employee’s immediate management official. There are vacancies that exist from time to time that are not or cannot be filled due to management decisions; these duties may be distributed among the remaining work force within the area of concern. The agency will continue to exercise its efforts in good faith, subject to requirements of efficient operations.

ARTICLE 11

DETAILING OF EMPLOYEES

11-1 DEFINITION

Details are administered in accordance with applicable laws, rules, and regulations and any changes thereto. The agency may detail employees for any legitimate management purpose, for example, to handle unexpected workloads or special projects; to fill in during another employee’s absence; for training; or pending position classification, security clearance or investigation.

11-2 PROCEDURE

Management realizes and acknowledges that details of employees out of their assigned positions must be used in a judicious manner. Detailing of employees will not be used to circumvent Article

17 of this contract, Discipline and Adverse actions.

11-3 RECORDING OF DETAILS

The Agency will use a SF 52, Notification of Personnel Action, to document details more than 30 days. Copies of the SF 52 are available in My Biz.

11-4 TEMPORARY PROMOTION

- a. When the agency requires the duties of a higher grade position, or one with known promotion potential to be performed for more than 120 days, Merit Placement procedures will apply.
- b. The Agency agrees that when budget and mission requirements permit, temporary promotions will be effected in lieu of details to higher graded positions.

ARTICLE 12

EMPLOYEE PERFORMANCE MANAGEMENT SYSTEM

12-1 INTRODUCTION

The Employee Performance Management System will be administered in accordance with applicable laws, rules, and regulations to ensure fair treatment of all employees covered by this agreement; both are available via electronic media. The objective of the Employee Performance Management System is to 1) provide a meaningful and efficient method for the evaluation of individual and organizational performance; 2) to provide tools for executing management and supervisory responsibilities; 3) to communicate and clarify organizational goals and objectives to employees; 4) to involve employees in improving organizational effectiveness and in accomplishing organizational missions and goals; and 5) to assess individual and organizational effectiveness and performance. The performance management system will be accomplished in accordance with applicable laws, rules, and regulations and any changes thereto as agreed to and Impact and Implementation (I&I) bargained with the Union. The Wyoming National Guard Incentive Awards Program will be administered in accordance with applicable laws, rules and regulations and any changes thereto and will be utilized in conjunction with the Performance Management System.

12-2 THE APPRAISAL

All bargaining unit employees will have their appraisals done in DPMP (DoD Performance Management Appraisal Program).

- a. Appraisals will not be back-dated.
- b. A rating of record shall be given to each employee NLT 30 days after the end of the appraisal period.
- c. Filing an Appeal. A bargaining unit member desiring to dispute a performance appraisal

must use the negotiated grievance procedure in Article 18 of this Agreement, IAW applicable laws, rules, and regulations and any changes thereto.

12-3 APPRAISALS OF UNION OFFICIALS

The time spent by Union representatives in the performance of their representational duties will not be taken into account when accomplishing a performance appraisal. Rather, the performance appraisal will be based solely on performance of their officially assigned work.

12-4 UNACCEPTABLE PERFORMANCE

- a. Performance appraisal programs require that management officials provide proactive assistance to employees to improve unacceptable performance. Assistance should be provided at any time during the appraisal period that performance is determined to be unacceptable or faltering in one or more critical elements.
- b. Management officials are required to provide assistance to employees with performance problems **before** the employee's performance falls below 3, fully successful. Employees with performance problems must be given the opportunity to demonstrate acceptable performance. Management officials will use tools available to assist employee's performance success such as Individual Development Plan (IDP), counseling and mentoring, before a PIP is considered. Documentation of performance counseling sessions is required.
- c. Programs shall provide for reassigning, reducing in grade, or removing employees who continue to have unacceptable performance, but only after an opportunity to demonstrate acceptable performance. Programs shall also provide for review and approval of unacceptable ratings of record by a higher level management official. Management Officials are required to contact HRO before placing an employee on a PIP (performance improvement plan).

12-5 RECORDS

Official performance records and other official employee records are available for review by the employee in MyBiz and/or the electronic Official Personnel Folder (eOPF). These include, but are not limited to SF50 Notification of Personnel Actions, Appraisals, Performance Plans and Progress Reviews, and other related personnel management documents. During routing of performance plans, reviews, and appraisals, only individuals directly in the employee's chain of command, are permitted to review performance appraisals in the Defense Personnel Management Appraisal Program (DPMAP). This applies even after the final action has been accomplished.

ARTICLE 13

TEMPORARY DUTY ASSIGNMENT (TDY)

13-1 GENERAL

Temporary Duty Assignments performed in technician status are covered by this article and the applicable government regulations to ensure equal treatment of all employees covered by this agreement; both are available via electronic media. TDY will be announced as soon as information on the assignment is available, providing as much notice to employees as possible. Selection of employees for temporary duty assignments will be based upon official necessity and qualifications of an individual who can best perform the mission required without regard to gender, race, religion or national origin. The use of trip boards are acceptable in order to assist employees with their scheduling needs. Employees are responsible for responding to temporary duty assignments in the same manner as to duties at their permanent duty station. The agency agrees to attempt to ensure that problems created by TDY assignments will have a minimum impact on the morale of the employee. Information on the assignment will be made known on a continuing basis to affected employee(s) as it becomes available.

13-2 ASSIGNMENT OF QUALIFIED EMPLOYEE

The Agency will determine what qualifications are required based on the mission requirements of the TDY. If a trip board is not applicable, qualified volunteer(s) will be sought before an employee is directed to go TDY. When no volunteer(s) or an inadequate number of volunteers are available, the agency will make a selection(s) based on the requirements of the mission. Other factors, such as military leave availability (if applicable), will be considered when these decisions are made, if possible.

13-3 STATUS

Employee will designate what status they desire for the TDY unless status is not optional. If necessary, leave status in civilian position will be in accordance with the leave articles of this agreement.

13-4 WORK SCHEDULES

If available, a proposed work schedule and schedule of events for the TDY will be announced. TDY work schedules will be based on known work requirements. Employees in a military status will be on appropriate leave (military, annual, compensatory, or LWOP) from their technician positions. Work schedules will not be adjusted to avoid charging military leave.

13-5 WORKING CONDITIONS

The agency agrees that every reasonable effort will be made to insure that adequate numbers of personnel will support each TDY to ensure the health, safety, welfare, and morale of each employee.

13-6 COMPENSATORY TIME

Refer to article 15-4 for compensatory time procedures.

ARTICLE 14

HEALTH, SAFETY, AND WELFARE

14-1 GENERAL

It is acknowledged that certain tasks necessarily performed involve a degree of hazard. The agency agrees to make every reasonable effort to provide briefings, instructions, training, or schooling, and to make available safety devices or precautions prior to requiring employees to perform duties of a hazardous nature in accordance with OSHA and AFOSH Standards and regulations. If clothing becomes contaminated to the extent that it requires removal to prevent injury or physical harm to the employee, the Agency will replace or have cleaned the affected clothing. The Agency will inform employees that such contaminated clothing should never be removed from the work site. Nothing in this provision or any other provision of this agreement waives the union's right to bargain over EDP/HDP.

14-2 153 AW ENVIRONMENTAL SAFETY AND OCCUPATIONAL HEALTH COUNCIL

The Union is authorized to have a representative attend the Environmental Safety and Occupational Health Council (ESOH) meetings in order to provide input and discussion regarding employee oriented safety/health problems/issues and resolve hazard reports. The agency will publish the meeting schedule on the 153AW SharePoint Wing calendar.

14-3 WORKERS COMPENSATION

- a. Employees will immediately report job related injuries or illness to the appropriate management official. The management official and the employee will insure proper reporting procedures are followed and that all necessary documents are completed. When the employee is incapacitated and unable to notify the management official of injury or illness, the immediate management official will initiate required procedures as soon as they are aware that a situation of this type has occurred. Local processing of workers compensation claims will be coordinated with the HRO. HRO will be available to assist the employee in all situations involving federal worker's compensation issues. The agency will advise the employee of entitlements and obligations under the Federal Employee's Compensation Act (FECA) in the event of a worker's compensation claim.
- b. It is understood that the Union and the Agency wish to promote a safe and healthy environment for the entire workforce. To this end, the Agency and the Union will participate in and support the FECA council.

14-4 EXTREME COLD

The Agency and the Union mutually recognize the hazards of working in extremely cold temperatures and acknowledge that, under extenuating circumstances, the necessity for accomplishing mission essential tasks even in the most extreme temperatures. Each employee is responsible to ensure the adequacy of cold weather gear worn and to make full and proper use of all such protective equipment prior to venturing out in extreme temperatures. The agency will make every effort to provide authorized foul/cold weather protective gear to employees at no cost to ensure a safe work environment.

- c. It is agreed that the appropriate management official may cancel flight line operations for local training/proficiency if the wind chill falls below -20 degrees Fahrenheit or the static temperature falls below 0 degrees Fahrenheit.
- d. The official temperature and wind velocity will be obtained from the Bio-environmental Office or Control Tower.
- e. Management acknowledges that there are certain cold factors beyond which employees are incapable of performing sustained work. 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.

14-5 EXTREME HEAT

The Agency and the Union mutually recognize the hazards of working in extremely hot temperatures, while at the same time acknowledge the necessity for accomplishing certain tasks to varying degree even in the most extreme temperatures. Heat index notification will be by the Bio-environmental Office.

- f. Management acknowledges that there are certain heat factors beyond which employees are incapable of performing sustained work.
- g. It is realized that tolerance between individuals differ and that type of outside work being accomplished affects the body heat generated by a worker, therefore, common sense must be applied when considering maximum exposure time.

14-6 TDY SAFETY

When employees are sent out to repair an aircraft or other equipment at other than home station, full consideration will be given by the agency to the method, the means, and the appropriate number of personnel needed to accomplish the repair. Consideration will be given to both expeditious job accomplishment and safety of personnel.

14-7 SAFETY GLASSES AND PROTECTIVE CLOTHING/EQUIPMENT

- a. The agency shall furnish at no cost to the employee, safety eyeglasses, including those with prescription lenses if needed. Prior to purchase, requests must be approved by the appropriate management official. The agency will not reimburse employees for personally purchased safety eyewear.
 - (1) The employee will furnish a current eyeglasses prescription for initial use or a new

- prescription for an updated pair if their vision changes.
- (2) Issued safety glasses will be supplied or replaced at no cost to the employee in accordance with appropriate regulations.
- (3) The individual may select either plain or tinted lenses.
- b. The agency will provide all safety clothing and equipment necessary to perform assigned duties.
- c. To the extent possible, ease of use and employee comfort should be considered when selecting personnel protective equipment.

14-8 UNIFORMS

The Agency will furnish any required uniforms (including headgear, belts, and footwear) to each employee who is not a military officer.

14-9 HAZARDOUS MATERIAL TRAINING

- a. Hazardous material information and training will be made available IAW current DOD directives and AFOSH standards.
- b. The agency agrees to make a reasonable effort to provide all personnel with the training required by the directives and standards detailing the hazards associated with chemicals used in their respective shops. Employees who handle, use, or are potentially exposed to hazardous materials in the course of official duties, will receive on-the-job training on the specific hazards in their work areas. This training will be conducted upon initial work area assignment and whenever a new hazard is identified or introduced into a workarea. Initial training will be provided in accordance with OSHA and AFOSH regulations.
- c. All training will be documented.
- d. Safety Data Sheets (SDS) will be available to all management officials, all employees exposed to any chemical hazard, and/or the individuals requesting such information in an official capacity. The SDS will be on file in a known location and accessible to all the above individuals.

14-10 SAFETY SURVEY

A Union representative shall be given official time to be present during a safety survey, if officially requested by a member of the bargaining unit, due to a potential impact on working conditions for employees. The representative will contact the individual responsible for the safety survey prior to its initiation and inform them of their intent to observe the survey.

14-11 HAZARD REPORTING

- a. A hazard may be reported by any person and may be submitted on any event or condition that affects safety.
- b. Reportable hazards include, but are not limited to, unsafe procedures, practices, or conditions in the following areas:
 - (1) Ground operation and maintenance of aircraft.
 - (2) Ground operation and maintenance of vehicles.

- (3) Operation and maintenance of facilities.
 - (4) Training and education programs.
 - (5) Work environment.
- c. Hazards should be reported to the responsible management officials so action can be taken. Oral reports for imminent danger situations are mandatory. In such situations the Wing Safety Office will be immediately notified. If the hazard is eliminated on the spot, no further action is required. If the hazard is not or cannot be corrected within the work center, an AF Form 457 Hazard Report, will be prepared and given to the appropriate management official. Management officials will notify the organization safety NCO, who will coordinate with the Wing Safety Office. Hazard Reports may be submitted anonymously directly to the Wing Safety Office.
- d. The Safety Office will review and evaluate the report IAW appropriate directives/regulations.
- e. If after review and processing of the report by the Wing Safety Office, the originator is not satisfied, the employee may appeal IAW applicable laws, rules, and regulations and any changes thereto, or file a grievance, but not concurrently.
- NOTE:** Applicable Safety Regulations are on file in the Wing Safety Office and are available to all employees.
- f. The term “imminent danger” means any conditions or practices in any work place that could reasonably be expected to cause death or serious physical injury.
- (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 physical injury, 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 appropriate management official
 - (3) If the management official believes the condition or corrected condition still poses an immediate danger, the management official shall request an inspection by the Wing Safety Office.
 - (4) Every attempt will be made to correct the condition to the mutual satisfaction of all concerned. The management official will work closely with the employee and the Wing Safety Office to ensure that imminent danger threats are eliminated. The Wing Safety Office will be the final authority regarding employee safety concerns and will ensure potentially unsafe working conditions are corrected before work resumes.

14-12 HIGH RISK OPERATIONS

If a member has a reasonable belief that they are in imminent risk of death or serious bodily harm from a work assignment, and do not have sufficient time to remove the hazard through normal hazard reporting procedures, they may decline to perform the assignment. They must report the safety issue to the appropriate management official and directly to the safety office. The management official and the safety office will evaluate the report in an effort to determine the described hazard and to help achieve a solution. Members have additional rights established by law. Employees who decline to perform any assignment due to the previously mentioned reasons shall not be subject to any form of reprisal or discipline.

14-13 PHYSICAL FITNESS

Employees are authorized, at the discretion of the Agency, three (3) hours per week to participate in the physical fitness program in accordance with the established policy of the agency.

14-14 ENVIRONMENTAL PAY

Environmental differential pay requests will be handled IAW applicable laws, rules, and regulations and any changes thereto. All differentials presently paid will remain in effect for the duration of this agreement unless it is agreed by the Human Resources Office and the Union that the hazard has been removed. The agency agrees to publish the EDP/HDP committee meeting schedule on the HRO SharePoint calendar. The Union President may send a delegate if unable to attend due to mission requirements.

ARTICLE 15

LEAVE

15-1 GENERAL

The provisions of this article and applicable laws, rules, and regulations, and any changes thereto establish the basic leave policies for employees of the Wyoming Air National Guard to ensure equal treatment of all employees covered by this agreement; both are available via electronic media.

15-2 ANNUAL LEAVE

- a. Purpose: Annual leave is provided for two general purposes: to allow for rest and relaxation, and to provide time off for personal and emergency purposes.
- b. Use: Annual leave is a benefit provided by law and accrues automatically. However, management officials are responsible to approve and monitor leave usage. The decision to approve/disapprove leave will take into consideration mission requirements of the Wyoming Military Department and the desires of the employee. Management officials will encourage employees to schedule annual leave so as to prevent unintended loss of leave at the end of the leave year. Management officials have the option of requiring employees to request leave through ATAAPS.
- c. Maximum accumulation: Normally, employees may accumulate and carry forward into the next year a maximum of 240 hours of annual leave. Under certain circumstances the 240 hour limit may be exceeded. These circumstances are outlined in CNGBI 1400.25, Vol 630 dated 6 Aug 2018 and any change thereto. If situations meeting the outlined circumstances occur, a letter explaining the situation and requesting restoration of forfeited leave will be sent through supervisory channels to the HRO for approval.

15-3 SICK LEAVE

- a. Purpose: Sick leave is for use when an employee is physically incapacitated to do their job,

or for related reasons such as:

- (1) Exposure to contagious diseases that would endanger the health of coworkers.
 - (2) Presence of a contagious disease in the employee's immediate family which requires their personal care.
 - (3) Dental, optical, or medical examination or treatment.
 - (4) Purposes relating to the adoption of a child. This includes appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel; and other activities required to allow the adoption to proceed.
 - (5) Family Friendly Leave Act provisions.
- b. Use: Sick leave will be authorized only in bona fide cases and may be granted orally or in writing. The immediate management official is responsible for verifying that absences are properly charged to sick leave.
- c. Medical Certificates: Medical certificates are required to support requests for advance sick leave. They may also be required under the following conditions at the discretion of the management official:
- (1) For absence in excess of three (3) workdays.
 - (2) For absences of short periods at frequent intervals whenever there is reason to believe that the sick leave privilege is being abused. Whenever there is reason for the Agency to believe that an employee may be abusing sick leave, the employee will be advised through counseling that there is concern and that sick leave controls may be imposed. When sick leave controls are imposed the employee will be informed in writing. When controls are imposed the employee will be informed as to the duration for the controls and in normal circumstances controls should not exceed one (1) year.

15-4 COMPENSATORY TIME

This article applies to employees who are ineligible to earn overtime pay.

- a. Whenever possible, employee requests to work beyond the normal duty day should be obtained in advance from the appropriate management officials and properly documented on applicable form.. To the maximum extent possible, work schedules and planning will be used to avoid the need for working beyond the normal duty day.
- b. Management officials may require employees work beyond the normal duty day based on unforeseen circumstances for mission accomplishment. Management officials will consider immediate mission and impact to the employee when requiring work beyond the normal duty day. To the maximum extent possible, work schedules and planning will be used to avoid the need for working beyond the normal duty day.
- c. Compensatory time must be taken within 26 pay periods from the pay period in which it was earned. Compensatory time not used within 26 pay periods will be forfeited. IAW applicable laws, rules, and regulations and any changes thereto: Title 5 employees who forfeit compensatory time, other than compensatory time for travel, due to an exigency of the Service beyond the employee's control (including failure of the management official to afford opportunity to use the time) shall be paid for the forfeited time IAW OPM standards. A Title 32 employee who forfeits compensatory time, other than compensatory time for travel, is not entitled to payment for restoration of the forfeited time.
- d. It is a management official and employee responsibility to ensure comp time is scheduled for use to avoid forfeiture. Compensatory time will be taken before annual leave except where

- annual leave would be lost.
- e. Compensatory time is granted and taken in hourly increments.
 - f. When the employee is required to return to work outside of normal duty hours a minimum of two (2) hours of compensatory time will be granted.
 - g. Compensatory time will not be granted solely for the purpose of compensating employees for being away from their duty station. During a TDY, compensatory time is only authorized for non-duty days when actual work is directed and performed.
 - h. Travel compensatory time: Compensatory time for travel is earned by an employee for time spent in a travel status away from the employee's official duty station when such time is not otherwise compensable.

15-5 FAMILY AND MEDICAL LEAVE (FMLA)

- a. Purpose: This leave provides up to 12 (twelve) weeks of unpaid leave during any 12- month period for one or more of the following reasons:
 - (1) The birth of a child and post-natal care.
 - (2) The placement of a child with an employee for adoption or foster care.
 - (3) The care of a spouse, son, daughter, or parent of an employee for a serious health condition.
 - (4) Serious health condition of an employee that makes the employee unable to perform essential functions of his/her position.
- b. The employee may substitute paid leave (annual leave, sick leave, or compensatory time) for this unpaid leave, but must notify the appropriate management official prior to using paid leave for these purposes.

15-6 LEAVE WITHOUT PAY (LWOP)

LWOP is a temporary non-pay status and absence from duty granted upon an employee's request. The authorization of leave without pay is a matter of administrative discretion. Employees cannot demand to be granted leave without pay. The agency agrees to consider leave without pay upon request of the employee for situations such as job related training/education which would be of benefit to the agency. Leave without pay requested by an employee must be approved or disapproved in advance by the Adjutant General or designated representative (HRO).

15-7 LEAVE FOR BLOOD DONATION

The agency and the Union recognize the importance and humanitarian need for community blood donors. When community need for blood donors arises and work requirements allow for agency donors to be released, the employee(s) will be in an excused absence status. Depending on the community needs and consistent with safe medical practices, excused absences will be a minimum of two (2) hours for donation and recovery and may be allowed up to four (4) hours.

15-8 MILITARY LEAVE

- a. Military Leave (ML) with respect to 5 U.S.C. 6323 (a) is for use when an employee performs annual training, active duty for special work/full time training duty, inactive duty training, or

active duty training. A member of the National Guard who is a Federal employee is entitled to leave of absence from his/her duties, without loss of pay grade, leave time or efficiency rating. Each employee will be credited with one hundred and twenty (120) hours of ML, 6323 (a), at the beginning of each fiscal year. The maximum allowable balance of ML is two hundred forty (240) hours. One hundred twenty (120) hours of ML may be carried over from one fiscal year to the next. ML is charged in hourly increments.

- b. While an employee is on ML 6323(a) the employee collects their civilian and military pay. For further information, see Department of Defense Instruction Number 1215.19, March 14, 1997; Uniform Reserve, Training and Retirement Category Administration; Enclosure 4, Definitions; E4.1.15.
- c. 5 U.S.C. 6323(d) provides forty four (44) days (workdays) per calendar year for active duty to be performed outside of the United States, its territories or possessions. The employee still receives their military entitlements: military retirement points, per diem and military Hazardous Duty pay. The employee still receives their civilian pay.
- d. In very limited emergency cases employees may perform employee and active duty on the same calendar day. When this occurs, the employee will not be charged leave for hours worked in employee duty status. Additionally, the hours of the work shift in active duty status will be charged to military leave (6323(a)), annual leave, compensatory time, or leave without pay. HRO will be notified immediately when this possibility arises. EXAMPLE: Employee begins employee duty day. The unit receives an emergency call requiring personnel in an active duty status for mission accomplishment. No other individuals are available to participate in the mission. The employee is placed on active duty orders. This active duty mission begins at 1100. The employee may use military leave, annual leave, compensatory leave, or leave without pay from 1100 to the end of the employee duty day. No leave would be charged from beginning of duty day until 1100. ML, if available, may be used for the remainder of the active duty period.
- e. Minimum charge for military leave 6323(a) is one (1) hour.
- f. Exchange for forty four (44) military leave 6323(d) will be workday for workday.
- g. ML 6323(a) is only charged for the hours that the employee would otherwise have worked and received pay.
- h. ML 6323(a) and 6323(d) are not charged on non-workdays or holidays.
- i. ML 6323(a) when used in U.S. may be co-mingled with annual leave, compensatory time, time off award, and LWOP.
- j. ML 6323(a) and 6323(d) when used OCONUS, may be co-mingled with each other, annual leave, compensatory time, time off award, and LWOP.

15-9 WEATHER AND SAFETY LEAVE

An employee whose worksite is closed due to a weather or safety condition described in 5 U.S.C. § 6329c is entitled to weather and safety leave under § 6329c for the duration of the closure. An employee other than an essential employee whose worksite is not closed may, upon request, be granted weather and safety leave under 5 U.S.C. § 6329c to the extent the agency determines that the employee, due to a weather or safety condition described in § 6329c, is prevented from safely traveling to work or arriving to work on time, needs to leave early to avoid hazardous conditions, or could not return home if the employee reported to work. An employee who requests this leave shall state the facts on which the request is based. The agency shall either grant it or deny it. If the request is denied, the employee, if not an essential employee, has a right to use instead either

accrued annual leave or leave without pay, unless the appropriate management official decides to assign work to the employee.

ARTICLE 16

MERIT PROMOTION AND EMPLOYEE PLACEMENT

16-1 PURPOSE

Merit Placement procedures for bargaining unit employees will be administered in accordance with applicable laws, rules, and regulations and any changes thereto. Management agrees to notify the Union any time an initial announcement is to be published nationwide.

16-2 INQUIRIES

- a. Should a non-selected employee wish to know the possible reason(s) for non-selection, and after conferring with the nominating official, they may request an administrative review of their rating. The HRO will address the areas where improvement can be made to enhance the individual's promotion potential.
- b. The intent herein is not for the employee to grieve non-selection but to provide the employee an awareness of potential weakness. This will not preclude an employee from filing a grievance under article 18 of this contract.

ARTICLE 17

NON-DISCIPLINARY, DISCIPLINARY, AND ADVERSE ACTIONS

17-1 GENERAL

- a. This article applies to matters of **CONDUCT** only; actions that relate to **JOB PERFORMANCE** will be accomplished in accordance with the agency performance appraisal system and contract modifications (Article 12). It is acknowledged that in some cases, corrective actions are necessary to ensure good order and discipline. When situations arise that may benefit from mediation, it will be considered as an option to resolve the issue.
- b. Before taking disciplinary or adverse action against an employee, the management official considering the action will gather all available facts and discuss them with the employee, will inform the employee of the reason for the investigation, and will consider the employees response.
- c. The employee may have a Union representative if so desired for any corrective, disciplinary or adverse action.
- d. Non-disciplinary, disciplinary, and adverse action procedures for Title 5 employees will be administered in accordance with applicable laws, rules, and regulations and any changes thereto.

17-2 NON-DISCIPLINARY ACTIONS

- a. Non –disciplinary actions consist of verbal counseling or a letter of admonishment with the employee by his/her appropriate management official. When appropriate, non-disciplinary action as described in this article should be the first step in taking corrective action against an employee. The employee will be advised in a timely manner of the specific infraction or breach of conduct and exactly when it occurred.
- b. A letter of admonishment is the most severe form of corrective, non-disciplinary action and notifies an employee to desist from a certain course of action. The management official will describe the offense in sufficient detail to enable the employee to understand why the admonishment is necessary. A letter of admonishment may be placed in the employee’s file for up to 6 months or longer for continuing or recurring problems.

17-3 DISCIPLINARY/ADVERSE ACTION

Disciplinary and adverse actions will be administered in accordance with applicable laws, rules, and regulations and any changes thereto and will be used when documented informal counseling is not sufficient to correct an employee’s conduct or behavior. Management officials will consult with HRO/Labor Relations Specialist before taking disciplinary or adverse action against an employee. The parties recognize that there are two types of actions that may be appropriate; i.e., disciplinary action and adverse action. Disciplinary action will be for the sole purpose of correcting offending employees and problem situations and maintaining discipline and morale among other employees. A management official should consider a closer degree of individual supervision and/or warnings to effect corrective action prior to undertaking an action.

17-4 DISCIPLINARY ACTION

- a. Any letter of reprimand (LOR) issued may remain in an employee’s file between one and three years. Nothing prevents the management official from removing an LOR earlier than the expiration date after conferring with HRO/LRS.
- b. Written reprimand will:
 - (1) Normally be signed by the appropriate management official and coordinated with HRO for contract and regulatory compliance.
 - (2) Describe the offense in sufficient detail, to include the specific instruction, regulation, or policy paragraph, subparagraph, if applicable to enable the employee to understand why the reprimand is necessary
 - (3) Inform the employee that the letter will be filed as a temporary document in the Official Personnel Folder (OPF) until a specific date for removal. Retention period may not exceed three years. An appeal of a letter of reprimand may be made through the negotiated grievance procedure. A successful appeal could cause the action to be withdrawn and any record of the action to be deleted.

17-5 ADVERSE ACTIONS

- a. Although these actions constitute discipline, only suspension, reductions in grade and removal actions, as described below, are considered adverse actions since they affect the pay of the

- employee.
- b. Adverse Action is an action that results in suspension without pay, change to lower grade, or removal of any employee.
 - (1) There must be a reason for taking adverse action; that reason is commonly referred to as a cause and is defined as an offense against the Agency/employee relationship. What constitutes a cause is a decision that must be made on the merits of each situation.
 - (2) Having a cause is not sufficient to warrant an adverse action. The Agency must also conclude that taking an adverse action will promote the efficiency of the service. This is done by establishing a relationship between the cause and its impact or effect upon the efficiency of the service (i.e., the employee's ability to perform his duties; the agency's ability to fulfill its mission, etc.)
 - c. Procedures for Adverse Actions and Merit Systems Protection Board appeal option/processes will be administered in accordance with applicable laws, rules, and regulations and any changes thereto.
 - d. Final agency decisions of suspensions of less than 14 days may be subject to the grievance procedures outlined in Article 18 of this agreement.

17-6 REPRESENTATION

Prior to discussions that may reasonably lead to adverse actions, the employee may request the right to Union representation. Once the employee has made this request, the agency must do one of the following:

- a. Grant the request and halt questioning until the representative is present.
- b. Deny the request and end the interview immediately.
- c. Give the employee the following options:
 - (1) Continue the interview without a Union representative.
 - (2) End the interview until a Union representative is present.

17-7 RECORDS

- a. In an adverse action, an employee will be furnished a copy of all written documents in the Agency's files, which contain evidence used by the Agency to support any adverse action.
- b. No written entry will be made in an employee's files concerning disciplinary matters without the knowledge of the employee.

ARTICLE 18

GRIEVANCE PROCEDURES

18-1 GENERAL

- a. The Union will be given the opportunity to have a representative present during all grievance proceedings involving bargaining unit members to insure that adjustments of the grievance are consistent with the terms of this labor/management agreement.
- b. The deadlines for presentation of grievances – either at Step 1, if used, or Step 2, if Step 1

is not used – are as follows:

- (1) The time limit for a grievance by an individual employee concerning conduct by the employee's appropriate management official and not concerning
 - (a) The effect or interpretation, or a claim of breach, of a collective bargaining agreement; or
 - (b) Any claimed violation, misinterpretation, or misapplication of any law, rule or regulation affecting conditions of employment is thirty (30) calendar days after the later of (i) the occurrence of the matter out of which the grievance arose or (ii) the date on which the employee knew or reasonably should have known of the occurrence.
 - (2) The time limit for a grievance concerning any claimed violation, misinterpretation, or misapplication of 5 U.S.C. § 7116(a) or (b) (unfair labor practices) is 180 calendar days after the later of
 - (a) The occurrence of the claimed violation, misinterpretation, or misapplication; or
 - (b) The grievant's discovery of the claimed violation, misinterpretation, or misapplication, if the grievant was prevented from presenting the grievance within 180 calendar days after the claimed violation, misinterpretation, or misapplication occurred by reason of (i) any failure of the respondent to perform a duty owed to the grievant or (ii) any concealment which prevented discovery of the claimed violation, misinterpretation, or misapplication within 180 calendar days after its occurrence.
 - (3) The time limit for a grievance not described in (1) or (2) is 120 calendar days after the later of
 - (a) The occurrence of the matter out of which the grievance arose or
 - (b) The date on which the grievant knew or reasonably should have known of the occurrence.
- c. All time limits in this article may be extended by mutual consent of the parties. Failure of the Agency to observe processing time limits shall automatically entitle the grievant to advance the grievance to the next level/step.
 - d. Failure of the grievant or Union to observe processing time limits shall result in the grievance not being presented or considered.
 - e. The Agency and the Union encourage and support Alternative Dispute Resolution Techniques such as mediation, as a viable option for grievance resolution when practical.

18-2 REPRESENTATION

- a. The Union is assured the right to represent itself and/or each employee in the bargaining unit in the presentation and processing of any grievance.
- b. The employee retains the right to request Union representation in the grievance procedure or to decline such representation. If the employee chooses not to have representation, that waiver must be made in writing. The Agency and the Union will be served a copy of this waiver, by the bargaining unit member.

18-3 EXCLUSIONS

It is agreed that this negotiated procedure is a full coverage procedure except for those matters

specifically excluded by applicable laws, rules, and regulations and any changes thereto from the coverage of this agreement.

18-4 EXCLUSIVE PROCEDURE

The Agency and the Union agree that the negotiated procedure is the exclusive procedure available to the Union and the employee(s) in the bargaining unit for processing of any grievance.

18-5 EMPLOYEE RIGHTS

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

18-6 GRIEVANCE FILE

A grievance file will be maintained by the HRO.

18-7 PRESENTING A GRIEVANCE

- a. The Union has the right, on its own behalf or on the behalf of the bargaining unit member(s), to present and process grievances.
- b. If an employee or a group of employees elects to present their grievance without the assistance of the Union, the grievance process followed must be consistent with the provisions of this agreement.
- c. At any point in the process, all parties may agree to different approaches to the formal steps in 19-10 and 19-11, such as mediation or facilitation. The goal of these alternate methods is resolution of issues at the lowest possible level.
- d. All formal grievances will be processed through the HRO-Labor Relations Specialist.

18-8 BARGAINING UNIT MEMBER GRIEVANCE PROCEDURES STEP 1

- a. It is agreed that the resolution of problems may be accomplished verbally before becoming formal. At this informal stage, the employee and the representative should meet with the management official concerned and attempt to resolve the issue(s) that caused the grievance. This step is encouraged by both the agency and the Union.
- b. The grievant (and the representative, if used) will meet with the management official concerned.
- c. The management official will respond to the grievant with a decision immediately, if possible, but not later than five (5) work days after the verbal discussion.
- d. The employee must accept or reject the decision of the management official within five (5) work days.
- e. If a settlement cannot be verbally agreed upon, the following procedure will be utilized:

STEP 2

The grievance will be prepared in writing and hand carried to the appropriate Director or management official who has the authority to adjust the grievance and the HRO-Labor Relations Specialist. The grievance and information will be discussed at the time of presentation of the grievance. The appropriate Group Director or management official will provide a determination of settlement, in writing, to the individual and the Union within five (5) work days.

STEP 3

If the grievant is dissatisfied with the settlement offered at step 2, the grievance may be submitted to the Air Commander. A decision, in writing, will be rendered within ten (10) work days of receipt, to the grievant and the Union.

STEP 4

If the grievant is dissatisfied with the settlement offered at step 3, the grievance may be submitted to the Adjutant General within ten (10) workdays. A decision, in writing, will be rendered within ten (10) workdays of receipt, to the grievant and the Union.

18-9 UNION GRIEVANCE PROCEDURES STEP 1

- a. The Union representative should meet with the appropriate management official and attempt to resolve the issue(s) that caused the grievance, through verbal discussion.
- b. The management official will respond to the Union with a decision immediately, if possible, but not later than five (5) workdays after the discussion.
- c. The Union must accept or reject the decision of the management official within five (5) workdays.
- d. If a settlement cannot be verbally agreed upon, the following procedure will be utilized:

STEP 2

- a. The grievance will be prepared in writing and submitted to the Air Commander. The event(s) leading to the grievance will be discussed at the time of the presentation of the grievance. An information copy of the grievance as received will be forwarded to the HRO.
- b. The Air Commander or his/her designee will provide a decision, in writing, within ten (10) work days, to the Union representative. An information copy will be provided to the HRO.

STEP 3

If the Union is dissatisfied with the decision at step 2, the grievance will be submitted to the Adjutant General within ten (10) workdays. A decision, in writing, will be rendered within ten (10) work days to the Union.

18-10 ARBITRATION PROCEDURES

- a. Arbitration may be used to settle unresolved grievances.
- b. Only the Union or the Agency may invoke the provisions of this section.
- c. 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.

18-11 ARBITRATOR SELECTION

- a. When arbitration is invoked, the party invoking arbitration may request a list of seven arbitrators from the Federal Mediation and Conciliation Service (FMCS) and concurrently inform the other party of its intent.
- b. Within ten (10) work days of receiving the list, both parties shall meet to select an arbitrator. If agreement cannot be reached regarding the selection of an arbitrator, then the parties will alternately strike the names from the list until only one (1) name remains. The individual's name remaining will be duly selected to hear the grievance.
- c. If either party fails to participate in the selection process, the arbitration action will proceed with requesting party accomplishing the selection. If either party refuses to participate in the scheduled hearing, an ex parte hearing may be held.
- d. The parties agree that if the selected arbitrator is unavailable to hear the grievance within thirty (30) calendar days the parties may select a new arbitrator using the above procedures

NOTE: If the chosen arbitrator cannot hear the case within thirty (30) calendar days the intent of Section 19-12 is to allow the parties to select from the remaining names on the list or request a list of seven (7) additional names.

18-12 ARBITRATION EXPENSES

When it is determined to go to binding arbitration, the fees, per diem, and necessary travel expenses of the arbitrator and the transcriptions of said proceedings shall be borne equally by the agency and the Union.

18-13 DATE AND LOCATION

The arbitration hearing shall be held on a date and at a location mutually agreed upon by the parties.

18-14 FLRA EXCEPTIONS

The parties understand the Federal Labor Relations Authority has published regulations providing for filing of exceptions to an arbitrators award. The period for filing of exceptions is no later than thirty (30) calendar 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 during this 30 calendar day period, the award shall be final, binding

and effective on the thirty first (31st) calendar day.

18-15 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 19

RADIOS AND TELEVISIONS IN WORK AREAS

19-1 RADIOS AND TELEVISION

- a. The agency agrees to allow the playing of personal radios in work areas, i.e., shops, warehouse, and offices, with discretion, as long as they are played in such a manner as to not disturb work or cause a noise disturbance.
- b. Where agency owned media sources are installed, they may be used to monitor current events, news, and for training purposes only. Discretion will be used as to the appropriate use of such media sources.
- c. Cell phones may be used for personal business in areas that consist of authorized or designated break areas, office spaces, outside of buildings, and areas which are not considered industrial work areas. Cell phones, pagers, etc. used on the flight line or in maintenance work areas will only be used for official/authorized business. Cell phones will not be used while actively performing maintenance. The restriction does not apply to personnel performing management duties (e.g. Pro Super, Expeditor). Personnel will also comply with applicable laws, rules, and regulations and any changes thereto.

ARTICLE 20

REDUCTION IN FORCE

20-1 PROCEDURES

- a. The Agency agrees to make every effort to avoid or minimize a Reduction in Force (RIF). Procedures relating to a reduction in force will be governed in accordance with applicable laws, rules, and regulations and any changes thereto. The Agency recognizing the responsibility of the Union, agrees to the terms of this article.
- b. Procedures relating to reduction in force will be carried out in accordance with applicable laws, rules, and regulations.. The detailed procedure to effectuate this article will be accomplished in accordance with Article 3 (APPROPRIATE BARGAINING) of this Collective Bargaining Agreement. Further it is agreed between the parties that procedures used by management officials in exercising their authority are negotiable and to that extent the Adjutant General in recognizing the responsibility of the Union to represent the bargaining unit, agrees to negotiate appropriate arrangements for the bargaining unit

adversely affected by implementation of this article.

20-2 RIF TERMINOLOGY

- a. Reduction in Force (RIF): Occurs when an employee is released from his/her competitive level by separation, change to lower grade, furlough for more than thirty (30) calendar days, transfer of function, or reassignment involving displacement of another employee due to lack of work or funds, reorganization, or the need to make room for an employee exercising restoration rights.
- b. Competitive Areas: The areas within which employees compete during a reduction in force (RIF) and are described geographically, organizationally, or a combination of both. At the time a RIF notification is received, impact bargaining will take place to determine the portion of the bargaining unit affected.
- c. Competitive Levels: A competitive level consists of all positions within a competitive area, which are in the same service (Excepted or Competitive) and in the same grade and are so alike in qualification requirements, duties, and responsibilities that the incumbents can be moved from one position to another without undue interruption to the work program. Management officials will not be placed in the same competitive levels as bargaining unit employees. Non-bargaining unit employees will not compete with bargaining unit employees for bargaining unit positions.
- d. Tenure Groups:
 - (1) Group I - Employees under career/permanent appointment who are not serving on probationary or trial periods.
 - (2) Group II - Employees serving on probationary or trial periods.
 - (3) Group III - Employees who have been given indefinite appointments in the excepted service.
- e. Retention Registers: A record which lists competing employees, in descending order, within their competitive levels, as defined in Section 21-5.
- f. Voluntary RIFs: Voluntary RIFs shall be solicited among the bargaining unit within the competitive area to reduce the overall impact.

20-3 HRO RESPONSIBILITIES

- a. Meet with the Union to explain the need for a reduction in force, and provide all documents and correspondence relative to the RIF action.
- b. After impact and implementation bargaining with the Union, notification of the RIF to the workforce will be in the form of a posted written general notice as far in advance as possible. In any case however, the notice will not be less than (sixty) 60 days. The general notice will contain as a minimum:
 - (1) The established competitive area.
 - (2) The date personnel actions are frozen, i.e., reassignments, promotions, Hiring's, Ratings of Records, etc.
 - (3) POC for counseling.
 - (4) Established date and times for appropriate briefings.
 - (5) Expiration Date.
- c. The parties agree to develop an aggressive placement program to include contact with other

states, local federal activities, local government and private Employers.

- d. A separate written specific notice will be given to each affected employee to be RIF'd at least 60 days prior to the effective date of the action. The 60 days advance notice period may be shortened in the event the RIF occurs as a result of unforeseen circumstances. This notice will state specific actions and known alternatives to be offered to the individual. Specific notices may run concurrent with a general notice.

20-4 EMPLOYEE'S RIGHTS

- a. Bargaining unit employees will be entitled to representation by the Union.
- b. Acceptance of a temporary appointment with Wyoming Air National Guard (WYANG) will not affect an employee's right to be offered permanent employment.
- c. When WY ANG decides to fill a vacant position within their respective service from which an employee has been demoted or RIF'd, the former employee will be entitled to their former position, provided the individual meets all appointment requirements in accordance with applicable federal regulations.
- d. In a situation where an employee is offered, and elects to take, a demotion in lieu of a separation, he/she will be entitled to grade/pay retention in accordance with applicable laws and regulation if his/her change to a lower grade has a positive effect on another employee.
- e. An employee affected by a reduction in force will receive a copy of a reduction in force notice. The Union will also receive a copy.
- f. Management may offer reassignment, retraining, and other actions that may be taken to retain career employees.

20-5 RETENTION REGISTER

- a. (1) Wyoming Employee Service Time Comp Date (tie breaker)
(2) Service Comp Date (second tie breaker)
(3) Rating of Record (last three on file)
- b. Recognizing the necessity to establish separate competitive areas for bargaining unit positions and non-bargaining unit positions, the Agency will create separate retention registers within each category. Employees will compete within their respective categories and will have no impact on each other.

20-6 PLACEMENT ACTION

- a. The Agency will take positive action to assist employees affected by RIF or transfer of function to be placed within the Wyoming National Guard.
- b. Placement assistance will also include contacts with other states, local federal activities, local government and private employers.
- c. Reemployment Priority List. A reemployment priority list must be maintained for tenure groups I and II employees separated in a RIF. Upon receipt of a specific notice of separation, employees will be placed on this list, but only if they have not declined an offer that preserves a non-temporary, full-time position in their present grade, step, or equivalent salary. Employees will remain on this list for two (2) years, unless they decline in writing, accept a full-time position, or decline the offer of a full-time position in the Federal

Government.

20-7 APPEALS

- a. A competing employee may appeal to the Adjutant General when he/she has received a specific notice of reduction in force, and he/she has received a specific notice of reduction in force, and he/she believes that the Agency incorrectly applied the provisions of this contract Article, or applicable Regulation or Law.
 - (1) An appeal may be submitted upon receipt of a specific notice, but no later than thirty (30) calendar days before the effective date of the action.
 - (2) The appeal must be in writing and must include the following information: Name, SSAN, position title, series and grade, position description control number (PDCN), and the place of employment.
 - (3) The appeal must clearly state the reason the employee believes the action affecting him/her is inappropriate, and must show that the Agency failed to comply with the RIF procedures outlined in this Article (e.g., insufficient notice, improper tenure grouping, and errors in service computation date).
- b. Extension of Time Limit. The agency may extend the appeal time limit when the employee indicates that he/she was not notified of a time limit and otherwise was not aware of it, or that circumstances beyond his/her control prevented him/her from appealing within the time limit.
- c. Decision on Appeal. The Adjutant General or his/her designee will issue a written decision and, where applicable, direct the HRO or his/her designee to take any necessary corrective action. A copy of the decision stating what corrective action will be taken is then forwarded to the employee. A copy of the decision issued by the Adjutant General or his/her designee will be furnished to all interested parties.
- d. Corrective Action. The decision of the Adjutant General or his/her designee may require the HRO to take corrective action as follows:
 - (1) Correct the retention register.
 - (2) Correct the employee's specific notice.
 - (3) Restore the employee to his/her former grade/pay level or one of like seniority, status, and pay when the employee was reduced or separated improperly.
 - (4) Reimburse the employee for all pay lost as a result of any improper RIF action.
- e. When an employee's appeal uncovers an error that does not change the outcome of the RIF, the agency will correct the error without requiring restoration or recall of the employee or employees involved.

ARTICLE 21

POSITION MANAGEMENT PLAN

21-1 GENERAL

Positions are established by the NGB based upon established or projected organization needs or upon

special request from the various states. Positions are reviewed periodically to determine if there is a valid need for that position, to insure that duties and responsibilities are accurately described, and to ensure that the position is properly classified. These reviews may be done locally or by NGB. If a review results in a position being rewritten or reevaluated, the grade may stay the same or an upgrade or a downgrade may occur. Additional information contained in regulatory guidelines and this article will be used to ensure equal treatment of all employees covered by this agreement; both are available via electronic media. For most position management concerns, refer to the merit placement plan.

21-2 RECLASSIFICATION DOWNGRADE

Downgrades resulting from reclassification are not adverse actions but are considered classification actions. The management official of the affected position will be contacted to arrange a meeting between the HRO, the management official, and affected employee(s) to discuss the implications and or options available. The Union will be contacted and will be invited to attend this meeting; however classification actions are not grievable. Affected employee(s) will be given as much notice as possible, keeping in mind that the effective date to implement a new position description may be dictated by a higher authority.

Employees may appeal the grade, title, series, and/or pay plan of the position they officially occupy. Duties and responsibilities of the position cannot be appealed. There must be agreement between the employee and management official that the position description is accurate. Appeals must be filed in writing. The HRO determines whether the submission meets the requirements of a classification appeal, furnishes guidance on format and documentation, and assures there is mutual agreement between the employee and management official regarding the statement of duties and responsibilities recorded in the official position description.

Management officials (with assistance from the HRO) will inform employees of their right to appeal the classification of their positions, resolve questions as to adequacy and accuracy of the duties and responsibilities as stated in the employee's official position description, process the appeal promptly, and inform the HRO of any significant changes in the duties and responsibilities in the position under appeal.

21-3 GRADE RETENTION

An employee who is downgraded as a result of reclassification is eligible for grade retention for a period of two (2) years, if the position has been a higher grade continuously for at least one year. During this period, if a vacancy of equal or intervening grade occurs for which the employee is qualified, the employee will have priority consideration and be offered the position prior to advertising the vacancy. If there is more than one qualified eligible employee in grade retention, the position will be offered to the employee that has been placed in grade retention the longest.

ARTICLE 22

EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

22-1 POLICY

The Wyoming Air National Guard fully supports the requirements of national EEO policy and federal EEO law. The agency assures equal opportunities for employment, development, promotion and treatment of the Air National Guard employees. The Agency and the Union agree to cooperate to the fullest in providing equal employment opportunity for all qualified applicants and employees and to prohibit discrimination based on age, race, color, religion, gender (including sexual harassment), national origin, retaliation, or non-disqualifying disability. Both parties agree to promote and support all programs for equal employment opportunity through a positive and continuing effort.

22-2 EEO COMPLAINT PROCEDURES

Any employee who believes they have been discriminated against in any matter because of race, color, religion, gender (including sexual harassment), age, national origin, retaliation, or non-disqualifying disability) may file a grievance under the negotiated grievance procedure or may file an EEO complaint through the statutory procedures by contacting a designated EEO counselor or EEO official for that specific area within 45 calendar days of the occurrence.

22-3 COMPLAINTS ALLEGING SEXUAL HARASSMENT

- a. The Agency and the Union agree that sexual harassment in the workplace will not be condoned.
- b. Reported cases of sexual harassment will receive prompt and THOROUGH ATTENTION.
- c. Any employee who feels they have been the victim of sexual harassment may file a grievance under the negotiated grievance procedure or file a complaint through the statutory procedure by contacting an EEO counselor or EEO official within forty-five (45) calendar days of the occurrence.
- d. The Agency and Union agree to work together to support programs that promote a work place culture that encourages mutual respect and discourages behaviors that demean the individual.

ARTICLE 23

AGREEMENT ADMINISTRATION

23-1 EFFECTIVE DATE

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

23-2 AGENCY APPROVAL

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

23-3 AGREEMENT DURATION

This agreement will remain in effect for three years from the date of approval by DCPAS. If during the sixty (60) days immediately preceding the expiration of this agreement neither party informs the other in writing that it desires to negotiate a new agreement, this agreement on the expiration date automatically shall be renewed for no more than one (1) year. If a party timely informs the other in writing that it desires to negotiate a new agreement, this agreement on the expiration date automatically shall be renewed for one year.

23-4 AGREEMENT AMENDMENTS/SUPPLEMENTS

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. This agreement may be subject to amendments or supplements by the parties during the agreement lifetime as follows:

- a. Representatives of the agency and the Union will meet within 30 days to commence negotiations of the proposed amendment or supplement, unless a later date is mutually agreed upon.
- b. 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 paragraph 24-2 of this article.

NEGOTIATING A NEW AGREEMENT

- a. Negotiations for a new agreement will commence no earlier than one hundred fifty (150) calendar days nor later than ninety (90) calendar days prior to the termination of this agreement, unless agreed upon by both parties.
- b. Approximately thirty (30) days prior to the start of negotiations of a new agreement, representatives of the Agency and representatives of the Association of Civilian Employees will meet to initiate a memorandum of understanding establishing the ground rules for the conduct of negotiations.

WEINGARTEN RIGHTS NOTIFICATION

Section 7114 (a)(2)(B) of the Civil Reform Act (P/L/95-454) establishes for bargaining unit employees who are examined by an agency representative in connection with an investigation. In this situation, if the employee reasonably believes that he or she may be subjected to discipline, and if he or she requests union representation, the agency may proceed with examination (if it chooses to do so) only after the exclusive union has been afforded the opportunity to be present.

You should be aware of the following considerations relative to the representation right, which were effective January 11, 1979:

1. The Exclusive union has a right to be present during an examination of a employee conducted by and agency representative in connection with an investigation only when (a) the employee reasonably believes the investigation may result in disciplinary action and (b) the employee requests representation.
2. The law requires that the agencies notify bargaining unit personnel annually of their right to representation during investigatory examinations. Management officials and other agency representatives are not required to notify employees of this right on an individual basis before proceeding with an examination.
3. The purpose of the examination is basically to obtain information from the employee. When a union representative is present the employee should be permitted to consult the representative; however, the union representative is not entitled to answer on behalf of the employee or to bargain with management regarding the results of the investigation.
4. This right applies only where a employee is being questions or examined in connection with an investigation; it does not apply to everyday work-related communications between management officials and employees, nor to discussions concerning job performance.
5. The right of representative established by P.L. 95-454 applies to employees in bargaining units, and permits representation only by the union holding exclusive recognition.

Management Official

Employee

Date

TAG WY Form 131-E
24 SEP 01

**IN WITNESS WHERE OF
THE PARTIES HERE TO HAVE ENTERED INTO THIS
AGREEMENT ON 11 MAY 2020**

FOR THE WYOMING MILITARY DEPT

FOR THE COWBOY CHAPTER, ACT

PORTER.GREGOR
Y.CLINTON.115343
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GREGORY C. PORTER
MG, WYNG
The Adjutant General

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DAVID M. SORENSEN
President, Cowboy Chapter #113 ACT

APPROVED BY THE DEPARTMENT OF DEFENSE ON 2 June 2020

**IN WITNESS WHERE OF
THE PARTIES HERE TO HAVE NEGOTIATED THIS AGREEMENT
ON 11 MAY 2020**

FOR WYOMING MILITARY DEPARTMENT

FOR COWBOY CHAPTER, ACT

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GARY S. MONROE
Col, WY ANG
Deputy Commander, 153 MXG

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Commander, 153 LRS

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JEREMY L. BURTON
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Air Operations Officer, 153 AW

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LARRY J. QUINN
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Avionics Supervisor, 153 MXG

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DAVID M. SORENSEN
President
Cowboy Chapter, ACT



STEVE OLGUIN
National Field Representative
ACT

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KEVIN HOKE
Treasurer
Cowboy Chapter, ACT

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MICHELLE HUFF
Board of Directors CEO
Cowboy Chapter ACT