

# CONTRACT

Between

The Association of Civilian Technicians

And

The Adjutant General  
New Jersey Department

Of

Military and Veterans Affairs



1 April 2017

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## **PREAMBLE**

This agreement is executed pursuant to the exclusive recognition granted to the Association of Civilian Technicians (herein referred to as the Union) by the Federal Labor Relations Authority (FLRA), and recognized by the Adjutant General of New Jersey (herein referred to as the Employer or Management).

Whenever any agency regulations are referenced in this agreement, they are interpreted only as guides for dealing with situations that arise. They are neither intended to incorporate the regulations into the agreement, nor to limit the authority of management in exercising the rights enumerated in 5 USC § 7106.

Whenever the assignment of specific duties or responsibilities are stated in this agreement, they are intended only as guides for dealing with situations that arise. Management retains the right to determine the individuals to whom specific duties and responsibilities will be assigned.

## **ARTICLE 1**

### **UNIT DESIGNATION**

**Section 1** The bargaining unit to which this agreement is applicable is comprised of all non-managerial, non-supervisory, non-professional excepted and competitive employees employed by the authority of the Employer and assigned to the 108th Wing, Joint Base McGuire-Dix-Lakehurst, New Jersey.

**Section 2** It is agreed that National Guard employees occupy a unique position in the federal system. National Guard excepted and competitive employees (hereafter called employees) are employed pursuant to 32 USC 709 and 5 USC 3101. Unless explicitly stated in this contract, technician employment is governed by applicable Code of Federal Regulations (CFRs) and Technician Personnel Regulations (TPRs). Competitive **employees** are persons for whom military membership is not a condition of employment. National Guard excepted service technicians are those employees who, as a condition of employment must maintain military membership in the New Jersey Air National Guard. Excepted service technicians are viewed to be a hybrid whose work is dedicated to the administration and training of the National Guard and to maintenance and repair of supplies issued to the National Guard of the Armed Forces.

## **ARTICLE 2**

### **RIGHT OF BARGAINING UNIT EMPLOYEES**

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 by federal law or government-wide rule or regulation employees shall have the right:

- a. To act for the Union in the capacity of a representative and the right in that capacity, to present the views of the Union to the Employer and other appropriate authorities.
- b. To engage in collective bargaining with respect to conditions of employment through representatives chosen by bargaining unit employees.

## **ARTICLE 3**

## **RIGHTS OF THE UNION**

**Section 1** The Association of Civilian Technicians, Garden State Chapter 70 (the Union), having been granted exclusive recognition by the Federal Labor Relations Authority at a duly conducted election is hereby entitled to act for and negotiate collective bargaining agreements covering all bargaining unit employees assigned to the 108th Wing. The parties agree that the Union represents the interest of all employees in the bargaining unit without regard to labor organization membership.

**Section 2** A representative of the Union shall be given the opportunity to be present at:

- a. Any formal discussion between one or more members of Management and one or more employees in the bargaining unit, or their representatives concerning any grievance, personnel policy or practices, or other general conditions of employment, IAW 7114(a) (2) (A) The Federal Service Labor-Management Relations Statute (The Statute).
- b. Any examination of any bargaining unit employee by a representative of Management in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary or adverse action against the employee, and the employee requests representation.

### **Section 3**

- a. Upon completion of in-processing of newly hired bargaining unit technicians, the Employer will inform the Union.
- b. In accordance with The Statute, the Union will be afforded its right to request impact and implementation (I & I) bargaining or bargaining of appropriate arrangements on conditions of employment, to include both personnel policies and practices and matters affecting working conditions. The Union will have 30 days to request I&I bargaining from the date it is made aware of any situation that would require bargaining.

### **Section 4**

- a. The Employer agrees to furnish the Labor Organization officials with a current list of names, bargaining unit status, and organizational name for all non-supervisory technicians. This list will be provided upon written request (to include electronic means) to the J1-Human Resource Office. Frequency of requests should be limited to an as needed basis, normally not to exceed four (4) times a year.
- b. The Labor Organization recognizes that it is responsible for maintaining the confidentiality of provided information.

## **-ARTICLE 4**

### **MANAGEMENT RIGHTS**

**Section 1** Nothing in this agreement shall affect the authority of Management or any Management official:

- a. To determine the mission, budget, organization, number of employees and internal security practices of the 108 WG.
- b. In accordance with applicable laws:
  - 1) To hire, assign, direct, layoff, and retain employees in the 108 WG, or to

suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees.

- 2) To assign work, to make determinations with respect to contracting out and to determine the personnel by which 108 WG operations shall be conducted.
- 3) With respect to filling positions, to make selections for appointments from;
  - i. Among properly ranked and certified candidates for promotion; or
  - ii. Any other appropriate source
- 4) To take actions necessary to carry out the mission during emergencies and adverse weather as outlined in Article 14, Section 18.

**Section 2** Nothing shall preclude any agency and any labor organization from negotiating in accordance with the procedures outlined in The Statute.

## **ARTICLE 5**

### **UNION REPRESENTATION**

**Section 1** The representative of the Union for the administration and implementation of this agreement will be the President of the Union or the person who he/she designates, in writing, to act on his/her behalf. His/her receipt of acknowledgement of any notice or other communication from Management shall be deemed to be delivered to the Union.

**Section 2** With the concurrence of the Employer and consistent with mission requirements, representatives of the Union's national organization designated in writing as such, may visit a unit installation during normal work hours. A 72 hour notice will be given for visits. The Employer's concurrence is subject to the Union informing the Employer's representative of:

- a. Name of visitor.
- b. Union position held.
- c. General purpose of visit.
- d. Expected time of arrival and approximate duration of stay.
- e. Personnel and alternate personnel with whom visitor is to meet.
- f. Name of any official of the Employer to be contacted. Admittance will be limited to the unrestricted administrative areas.

**Section 3** The Employer agrees that there shall be no restraint, interference or coercion against any Union representative by reason of his/her performance of official duties.

**Section 4** A bargaining unit employee, before leaving his/her work site for grievance consultation with a Union, must obtain the permission of his/her immediate supervisor. Such permission will be granted, unless a supervisor can present a reason, based on mission requirements, for denying it. In that case, the supervisor will make arrangements for the employee(s) to meet with the Union at the earliest possible time.

**Section 5** The Employer agrees that no Union representative will be reassigned from one position to another because of his/her Union affiliation.

**Section 6** The Union agrees to furnish the Employer a current list of all Union officers and stewards, to include work area and phone number annually and within ten (10) days of changes occurring.

**Section 7** The Employer will provide the Union annually and/or upon request, for its internal use only, a list of the current fulltime positions that are bargaining unit positions as well as those positions the Employer has excluded from the bargaining unit due to the “Confidential Employees” and “National Security” exclusions as defined in 5 U.S.C. 7112. The list will include the name, grade, and position titles of personnel filling the bargaining unit positions, as well as the supervisory chain of command for those bargaining unit positions in the 108th Wing.

**Section 8**

- a. It is agreed that necessary arrangements will be made so that the Union can properly and expeditiously perform their respective duties in connection with the collective bargaining agreement between the parties. It is agreed that Union representatives, before taking time from their work to conduct Union-Management business, shall obtain permission from their immediate supervisors. Union representatives shall guard against the use of excessive time in handling such responsibilities.
- b. Union officials will be granted official time to participate in official Union activities. Official time activities include, but are not necessarily limited to, a reasonable amount of time for the following: (Union officials will be given time to change into civilian clothes for these activities).
  - 1) Stewards and representatives conferring with employees and/or supervisors on grievances and other matters relating to conditions of employment. The recognized shop stewards in the locations they normally represent, or in their absence, duly appointed alternates will be given a reasonable amount of official time to investigate, prepare, and present grievances, appeals, unfair labor practices, and other employment related complaints.
  - 2) Meetings, as mutually agreed to by the Employer and the Union, for the purpose of discussing the implementation of policies and procedures which affect working conditions.
  - 3) When appearing at third party hearing proceedings, Union representatives on official time shall not exceed the number of individuals representing the Employer for such purposes.
  - 4) Travel time to and from pre-arranged meetings.
  - 5) Preparation time for grievances, appeals, or scheduled meetings with Management officials.
  - 6) The preparation time for negotiating will be mutually agreed to by the Union and the Employer.
  - 7) Compensatory time may be earned by Labor Organization officials when they are required to attend Employer-scheduled meetings which exceed the normal duty hours only if the technician is otherwise in an approved overtime duty status in accordance with government-wide regulations.
  - 8) Union officials will be granted reasonable official time to represent the bargaining unit at national conferences/training sessions.
- c. Official time (LN) will be requested in ATAAPS. Member will place in the remarks section a short explanation of union business being conducted.
- d. Union Officials will be authorized three (3) hours of official time per week, during normal duty hours, to perform various representative responsibilities (not to be used for internal Union business). These three (3) hours will be scheduled with approval of the representative’s immediate supervisor. This time will be in addition to any other time deemed necessary to perform the duties listed in Art. 5, sect 8, letter b.

## **ARTICLE 6**

### **WORK WEEK, HOURS OF WORK**

#### **Section 1**

- a. The 108th Wing is on an alternative work schedule (AWS) consisting of one five day, 44 hour week; and one four day, 36 hour week in each two week pay period. The normal work day shall consist of nine hours, except that one workday of the 44 hour week will be eight hours.
- b. Management will develop, and coordinate with the Union, an annual schedule showing all scheduled work days. This schedule will be published on the 108th Wing AF Portal homepage.
- c. Whenever possible, employees shall be given two consecutive days off, preferably Saturday and Sunday. In the event this is not possible, at least one regularly scheduled day off will be given, preferably Sunday. In the event that six or seven day coverage of any activity is required, so that non-work days are staggered, every effort will be made to provide equal treatment for employees with respect to Saturdays and Sundays.
- d. Changes to the work week or work hours by Management are subject to impact and implementation (I and I) bargaining with the Union, as long as 5 CFR 610.121 is not violated.
- e. On a case by case temporary basis, section supervisors with Group Commander (or equivalent) coordination are authorized to adjust work schedules within mission requirements. For example, this includes but is not limited to such things as family care, transportation, etc.

**Section 2** A thirty-minute period shall be designated as the lunch period and will normally commence at the midpoint of the shift, plus or minus one (1) hour.

**Section 3** The Union recognizes that the normal work week and work day may be disrupted by mission requirements of higher headquarters in connection with the national defense posture, or other directed missions. In such cases, the mission imposed shall determine the days and hours of work. Whenever possible, no change shall be implemented without consultation with the Union.

**Section 4**. **Unless the agency determines that it would be seriously handicapped in carrying out its functions or that costs would be substantially increased, employees shall normally be notified at least two weeks in advance of any changes in work scheduling.** This shall apply to shift changes as well as working days or hours. Upon Management's requirement of any work schedule change, an immediate verbal and/or written notification will be given to the affected employees. Employees absent or on leave shall be notified by phone, mail, or electronic means.

**Section 5** Any change of work schedule from the normal will be deemed an appropriate matter of consultation between the Union and the Employer, except as covered by Section 4 of this Article.

#### **Section 6**

- a. Subject to work load requirements, the Employer will allow up to a 15 minute period immediately preceding the lunch period and at the end of each work day to permit employees engaged in work involving unusually dirty, toxic or hazardous substances, time for personal clean-up. Time allotted for clean-up is not intended to extend the lunch period or effect early release.

- b. It is agreed that stowing of gear and area clean-up will be accomplished as part of the work day.
- c. The Employer agrees to authorize a short rest period, not to exceed 15 minutes, in the first half of the shift and a short rest period, not to exceed 15 minutes, in the second half of the shift for employees with the following provisions.
  - 1) Rest periods may be adjusted by the Section supervisor to facilitate work requirements.
  - 2) The rest period will not be a continuation of the lunch period, nor will the lunch period be a continuation of the rest period.
- d. Tobacco use will be limited to areas designated by the Wing Commander in accordance with Air Force Directives.

**Section 7** Uncommon tours of duty that do not afford an employee two concurrent days off during his/her administrative workweek will be kept to the minimum possible. Upon request by an affected employee, the Employer will investigate the possibility of converting an uncommon tour of duty to a normal tour of duty.

**Section 8** Time and attendance records on each employee will accurately reflect his/her hours of duty each pay period. It is agreed that entries on official time and attendance records will be administered confidentially and in accordance with appropriate regulations.

**Section 9** Under normal situations, an employee will be notified 24 hours prior to commencement of overtime. Mission requirements/emergencies may preclude 24 hour notification. It is agreed that the employee's position title, pay grade and the functional element to which he or she is assigned, constitutes the group within which equity will be determined. Further, it is understood that call back overtime assignments, temporary additional duty, leave, continuity on jobs of short duration, or particular skill requirements may cause imbalance in the equitable distribution of overtime. Normally, once an employee has worked overtime, either voluntary or assigned, the employee will not volunteer for or be assigned overtime work again until each available and qualified employee has worked an equal number of overtime periods. A technician assigned to overtime may be relieved from his assignment, provided he has a valid reason and a technician who is capable of performing in his place is available and willing to work.

- a. Supervisors will keep a list of employees' service computation dates. Overtime work will first be offered to qualified volunteers. The employee with the most service will be given priority in volunteering for overtime. Each proceeding overtime volunteer opportunity will be offered by seniority order of service computation date.
- b. Overtime requirements not filled on a voluntary basis will be filled by assigning qualified employees on an equitable and rotating basis. The employee with the least service will be assigned the first involuntary overtime requirement. Each proceeding overtime assignment will then be assigned by inverse order of service computation date.

**Section 10** The Employer agrees to maintain records of overtime worked. Overtime records will be made available to the Union to the extent necessary to resolve alleged inequities in overtime assignments. The Union agrees to limit such requests to cases in which there is a bona-fide complaint.

**Section 11** Employees performing call back overtime will receive a minimum of two hours compensation.

**Section 12** STANDBY (PAY STATUS)



- a. A technician will be considered on duty, and time spent on standby duty shall be considered hours of work for which compensatory time shall be granted, if:
  - 1) The technician is restricted to the Employer's premises, or so close there to that the technician cannot use the time effectively for the technician's own purpose; or
  - 2) The technician, although not restricted to the Employer's premises:
    - i. is restricted to private living quarters or designated post of duty.
    - ii. has their activities substantially limited.
    - iii. is required to remain in a state of readiness to perform work.
- b. Technicians required to perform standby tours or work outside normal duty hours will receive compensatory time on an hour for hour basis and premium pay (if applicable), less deductions for sleep periods and meal periods (a total of eight hours).

**SECTION 13 ON CALL (NON-PAY STATUS)**

- a. A technician will be considered off duty and time spent in on-call status if:
  - 1) Technician is allowed to leave a telephone number or to carry an electronic device for the purpose of being contacted, even though the employee is to remain in a reasonable call back radius; or
  - 2) Technician is allowed to make arrangements such that any work which may arise during the on-call period will be performed by another person. Such arrangements must be coordinated with the substitute worker and the supervisor concerned.
- b. The parties agree that, when required, an on-call rotational list shall be created for the purpose of covering on-call situations. The list shall be implemented and maintained in a fair and equitable manner. Parties agree that on-call requirements will be met by use of qualified volunteers first.
- c. Any recall which requires a technician to return to work will be compensated at the rate of no less than two hours in duration per 5 USC 5542(b)(1).
- d. If the Employer requires electronic devices, such as beepers or cellular phones, they will be provided by the Employer. If leaving a phone number or occasional callback is sufficient, that is accomplished via normal telephone service provided by technicians.

**SECTION 14** Specifics of standby and on call implementation shall be subject to appropriate bargaining.

**ARTICLE 7**

**NIGHT SHIFT DIFFERENTIAL AND ENVIRONMENTAL DIFFERENTIAL PAY**

**Section 1** Changes in Public Law, or appropriate Government wide regulations, relative to the Federal pay system will be implemented after notification to the Union.

**Section 2** An employee(s) shall be entitled to Holiday Pay, Premium Pay, Night Shift Differential Pay, and Hazardous Duty Pay/Environmental Differential Pay (EDP) in accordance with applicable federal laws and regulations.

**Section 3** General Schedule employees will be entitled to night shift differential at the rate of ten percent (10%) of their basic pay for any regularly scheduled work which falls between 1800 and 0600 hours.

**Section 4** An employee(s) who works on a holiday will be entitled, in addition to their basic pay, pay at the rate of their basic pay, in accordance with current pay regulations.

**Section 5** An employee(s) is/are entitled to be paid at his/her rate of basic pay plus premium pay at a rate equal to twenty-five percent (25%) of his/her rate of basic pay for each hour of regularly scheduled Sunday work, not in excess of eight (8) hours.

**Section 6** Night shift differential for wage system employees will be paid at the rate of seven and one half percent (7 1/2%), when the majority of their regularly scheduled hours fall between 1500 hours and midnight, or ten percent (10%) between 2300 and 0800 hours.

**Section 7** A majority of hours is defined as a minimum of five (5) hours.

**Section 8** Regularly scheduled hours is defined as those hours scheduled by supervision covering a period of not less than one (1) basic work week.

**Section 9** Employees may, from time to time, be required to work overtime to accomplish the mission. Such employees shall be granted an amount of compensatory time off from their scheduled tour of duty equal to the amount of any time spent by them in overtime work, and shall not be entitled to compensation (overtime pay) for such work. Program Administration will be in accordance with government wide regulations.

## **Article 8**

### **LEAVE**

#### **Section 1** ANNUAL LEAVE

- a. Annual leave is provided to allow every employee a period of relaxation and short periods of time off for personal and emergency purposes.
- b. Eligibility, granting, and disposition of annual leave are covered under TPR 630 and 5 CFR 630.

#### **Section 2** LEAVE WITHOUT PAY (LWOP)

- a. All technicians may be eligible for, or entitled to, leave without pay (LWOP).
- b. The authorization of leave without pay is a matter of employer administrative discretion. Even though LWOP is a non-pay status, it is still approved leave and must be requested by the employee and approved by the supervisor.
- c. Approval conditions and consideration are covered under TPR 630 and 5 CFR 630.
- d. Generally you may not place a technician on LWOP without their consent. LWOP may not be imposed as a penalty.

#### **Section 3** SICK LEAVE

- a. All employees (permanent or temporary) regardless of work schedule (full or part time) are eligible to earn and are entitled to use sick leave. Sick leave will not be advanced for temporary or probationary technicians. Unused sick leave accumulates without limit.
- b. Granting of sick leave and advancement of sick leave is covered under TPR 630 and 5

CFR 630.

- c. Management reserves the right to request supporting medical documentation for an absence in excess of three (3) workdays, or for a lesser period when the agency determines it is necessary in accordance with 5 CFR 630.403.
- d. An employee will, as soon as possible but no later than the start of the duty day, notify his/her immediate supervisor or next higher level supervisor when he/she will be unable to report to work because of an incapacitating illness or injury. Members will use any means available to include voice, telephone, text, email, electronic, etc. Under rare and/or extenuating circumstances a grace period may be granted by management. Any abuse of the grace period rule may be used as cause for future leave restriction

#### **Section 4** FAMILY MEDICAL LEAVE ACT (FMLA)

- a. All employees are eligible to use leave under the provisions of the Family Medical Leave Act (FMLA) except intermittent employees and employees serving under a temporary appointment with a time limitation of one year or less. The employee must have completed at least 12 months of civilian service with the Federal Government (not required to be 12 recent or consecutive months).
- b. FMLA is covered under TPR 630 and 5 CFR 630.
- c. An employee may elect to substitute paid time off for any or all of the period of leave under FMLA.

#### **Section 5** MILITARY LEAVE

- a. Military leave is absence from duty in the employee's civilian position without loss of pay to perform military duty and provides an accrual of military leave on a fiscal year basis.
  - 1) Conditions for Granting Military Leave. An eligible technician is granted any military leave that is available whenever ordered to active duty, active duty for training, or inactive duty. Annual leave, LWOP, or compensatory time off may be granted for such military duty as long as the technician has the leave available.
  - 2) Military Leave for Inactive Duty. Military leave may be used for performance of inactive duty. A technician can use military leave to perform AFTPs, RUTAs, SUTAs, etc.
  - 3) Military Leave in Hourly Increments. Military leave is chargeable in increments of one hour. Hourly increments are only chargeable to scheduled work hours. 120 hours of military leave can be used for military duty during scheduled work hours.
- b. Military leave for the Technician program is earned at 120 hours for year and is governed under 5 USC 6323 (a)
- c. Military leave is governed under TPR 630 and 5 CFR 630.

#### **Section 6** FUNERAL HONORS DUTY STATUS

- a. Technicians may be used in a technician status to administer, plan, train, and prepare military funeral honor details for the performance of funeral honors. Technicians may volunteer to perform military funeral honors but must be placed in an inactive duty training status, State active duty status or administrative leave status. Technicians must be in an appropriate leave status

while on inactive duty training (annual leave, compensatory leave, LWOP nature of action (NOA) 473, or hourly military leave under USC 6323(a) and while on State active duty (annual leave, compensatory leave, or LWOP NOA 460).

- b. Funeral Honors Duty Status is covered by TPR 630 and 5 CFR 630.

### **Section 7** COMPENSATORY TIME

Compensatory time is earned in lieu of overtime pay and is covered under TPR 630 and 5 CFR 630.

### **Section 8** EXCUSED ABSENCE

Excused absences are covered under TPR 630 and 5 CFR 630

### **Section 9** COURT LEAVE

Court leave for Jury duty, official capacity as a witness, etc are covered under TPR 630 and 5 CFR 630

### **Section 10** ABSENCE WITHOUT LEAVE

Absence without leave (AWOL) is defined as an absence from duty (i.e., tardiness or leaving work area), which has not been authorized or approved by the proper official in accordance with this regulation.

Accordingly, pay is denied for the entire period of absence. After determining the absence is excusable, the AWOL may be changed to a proper leave status. The supervisor must determine whether or not the circumstances warrant a change to approved leave. Incidents of unauthorized absence may require disciplinary action in accordance with TPR 752. The minimum charge of AWOL is one half hour.

## **ARTICLE 9**

### **DUES WITHHOLDING PRIVILEGES**

**Section 1** This agreement is entered into in order to provide an arrangement for the voluntary allotments by employees to effect payments of their dues as members of the Union.

### **Section 2** DEFINITIONS

- a. **Eligible employees**: A member of the Union in good standing who is employed by the agency in the unit to which the Union has been accorded formal exclusive recognition who desires to utilize the method described below to tender his/her dues to the Union and whose net salary, after other legal and required deductions, is regularly sufficient to cover the amount of the authorized allotment.
- b. **Dues**: The regular periodic amount required to maintain a member in good standing with the Union but shall not include such items as initiation fees, special assessments, buck dues, fines, and similar items.

**Section 3** In application for the allotment arrangements, the Union shall be responsible for:

- a. Acquiring Standard Forms 1187, "Request for Payroll Deductions for Labor Organization Dues".
- b. Distributing copies of Standard Forms 1187 to its members.

- c. Educating eligible employees as to the program for allotment of dues, its voluntary nature, and the availability and uses of the required forms.
- d. Informing eligible employees as to the effective dates of and procedure for revoking allotments.

**Section 4 ALLOTMENT PROCEDURES**

- a. The Union will acquire and distribute Standard Forms 1187, educate its members in the use of the form, and process completed voluntary request from its members.
- b. The Union President, Vice President, Secretary or Treasurer will certify on all Standard Forms 1187 the correct amount of dues to be deducted each biweekly pay period for each eligible employee.
- c. The Union will deliver completed Standard Forms 1187 and other pertinent documents to the HRO.
- d. Allotments will take effect for the first pay period beginning after receipt of the properly executed or corrected Standard Forms 1187 in the payroll office.
- e. Standard Forms 1187, Standard Forms 1188 and related correspondence pertaining to allotments will be date stamped on receipt in the HRO and in the payroll office.
- f. The Union will be given an opportunity to update dues withholding two (2) times annually. The procedure is as follows:
  - 1) The Agency will provide the Union with a current Union dues deduction roster for all employees who are on dues withholding on 1 March and 1 September.
  - 2) The Union will update the roster with any changes in withholding amounts. Employees will approve, by initialing, the changes and the Union will return the roster to the HRO not later than 15 April and 15 October.
  - 3) These changes will be effective the first pay period after 15 April and 15 October.
- g. The Union will notify the HRO, in writing, within five (5) working days when an employee ceases to be a member in good standing and the allotment for such employee will be terminated with the first pay period after receipt of the notice in the payroll office.
- h. Allotments will be automatically terminated on the effective date of the action under the following circumstances:
  - 1) An employee is separated from the agency.
  - 2) An employee is transferred to a position outside the agency.
  - 3) An employee is transferred to a position outside the unit, or to a position not eligible for Union membership.
  - 4) Upon loss of exclusive recognition by the Union.
  - 5) When the agreement providing for dues withholding is suspended or terminated by an appropriate authority outside Department of Military and Veterans' Affairs.
- i. DFAS (Defense Accounting and Finance Service) will make the remittance for dues withheld biweekly. This remittance will be in a single check for the net balance of dues withheld, for each due's deduction each pay period. The check will be made payable to the Union and will be forwarded to: Treasurer A.C.T. INC. It will be accompanied by a "Union Dues Deduction Report," containing the following:
  - 1) Identification of the Union organization.
  - 2) Payroll period.
  - 3) Agency name or number.
  - 4) Names of the eligible employees and amount deducted.
  - 5) Names of eligible employees for whom no deductions have been made (i.e.,

LWOP, revocation of allotment, separation, transfer, at service schools, etc.).

6)

**Section 5** ALLOTMENT CANCELLATION PROCEDURE

- a. An employee may revoke his/her allotment at anytime, however, the initial allotment must continue for 12 months. An employee's revocation of an allotment will be effective on the first full pay period following the 12 month anniversary of the effective start date of the allotment or, if the initial 12 month period has been completed, the first full pay period following the election to discontinue the allotment.
- b. An employee desiring to cancel his/her due's allotment authorization must request, in writing, from the HRO a blank SF 1188. The HRO will comply within five (5) working days.
- c. Copy 1 and 2 of the signed SF 1188 will be forwarded to the HRO upon completion. Copy 3 will be retained by the employee concerned.
- d. The HRO will, upon receipt of the SF 1188, forward copy 1 to the payroll office. Copy 2 will be forwarded to the Union no later than five (5) workdays after receipt in the HRO.

**Section 6** The Union and the Employee agree that the agency "shall be held harmless for any authorized allotment disbursed by the agency in accordance with the employee's request for an allotment from pay". He/she must also agree that disputes regarding any authorized allotment "shall be a matter between the employee and the Union". DFAS is a separate operating agency. 108 WG Management has no control over its actions but, as with all pay matters, will provide coordination and assistance.

**ARTICLE 10.**

**EQUAL EMPLOYMENT OPPORTUNITY**

**Section 1** The Employer and the Union agree to cooperate in providing equal employment opportunity (EEO) for all persons, and further pledge to actively ensure that all members in the unit are not discriminated against because of race, color, religion, sex, national origin, or age on any matter coming within the authority or responsibility of the respective parties.

**Section 2** The Union officers will appoint from the bargaining unit membership one (1) employee to serve on the EEO Advisory committee, if such a committee is established. That member will be excused without charge to annual leave, leave without pay, or loss of pay during normal duty hours for the purpose of participating in officially authorized activities.

**Section 3** When requested by the Equal Employment Manager or his/her representative, the Union officers will submit a list of nominees from the bargaining unit to serve as EEO counselors. To prevent a conflict of interest, names of the Unions officers and stewards will not be submitted. Counselors selected will be trained by the Employer in accordance with OPM standards. The EEO counselors will serve pursuant to Department policy.

**Section 4** The Employer will assign an EEO counselor who shall serve in this capacity on a part-time collateral assignment basis. Counselors will be reasonably available to every employee in the assigned area of responsibility.

**Section 5** The Employer will post permanently on official bulletin boards:

- a. The employees EEO chain of communication, their work locations and phone extensions.
- b. A copy of the EEO handbook.

**Section 6** The Employer agrees to consider the views of the appointed Union EEO committee member at a meeting with the EEO Advisory Committee with respect to those aspects of the Affirmative Employment Program Plan which impact on personnel policies, practices and working conditions of the employees in the bargaining unit.

## ARTICLE

11

### MERIT PROMOTION AND INTERNAL PLACEMENT

#### **Section 1** GENERAL PROVISIONS

- a. PURPOSE: Will provide procedures that will insure that each employee receives full consideration for all position vacancies and that the best qualified technicians are selected.
- b. SCOPE: This article will be used for filling all bargaining unit vacancies in the excepted and competitive services of the 108th Wing and will be used for all promotions, reassignments and transfers.
- c. DEFINITIONS:
  - 1) Promotion is the movement of an employee while serving continuously within the same agency to a position at a higher grade level within the same job classification system and pay schedule, or to a position with a higher rate of basic pay in a different job classification system and pay schedule.
  - 2) Internal Placement is the changing of an employee from one position to another through the competitive process, but with limitations to those employees currently employed by the unit at the time of the advertisement of the position.
  - 3) Selecting Official: The individual responsible for making hiring recommendation.
  - 4) Approving Authority: The Air Commander.
  - 5) Appointing Authority: The Adjutant General or the J1.
- d. Individuals are responsible for familiarizing themselves with the provisions of this article and assuring that applications are accurate and complete in relation to the present duties being accomplished and the position being applied for.

#### **Section 2** ACTIONS EXEMPT

Actions exempt from competition are conditions when this article will not be utilized to fill a vacancy.

- a. Promotion due to the issuance of a new classification standard, the reclassification of a position, or correction of a clerical error, provided that all incumbents are to be affected equally
- b. Placement of over-graded employees entitled to grade retention as a result of RIF or reclassification.
- c. Promotion when competition was held earlier (i.e., position is advertised with known promotion potential).
- d. Re-promotion to grade or an intervening grade or position from which an employee was demoted without personal cause and not at his or her own request, if the downgrading has occurred within two (2) years or less.
- e. Trainees to the full grade of the position, if the trainee has received the position through previous competition.
- f. Position changes required by RIF article of this contract.

- g. Selection of a former employee from the re-employment priority list for a position at the same or lower grade as the one last held. This provision is applicable to those who have lost employment at the New Jersey Air National Guard within the past two (2) years.
- h. Temporary promotion of one hundred twenty (120) days or less.

**Section 3. VACANCY ANNOUNCEMENT & APPLICATION PROCEDURES**

- a. All will be processed IAW current NJDMAVA TPR 335.
- b. Each vacancy to be filled will be announced by a posted written notice by the J1-Human Resource Office. As a minimum, the vacancy announcement will contain the following information:
  - 1) Title, series, grade, and salary range of the position.
  - 2) Type of appointment - competitive or excepted.
  - 3) Military Requirements - applicant does not have to be assigned to the position or possess the AFSC to apply or be considered for selection. The applicant must, however, be eligible for assignment to a compatible military position. However, in some cases management may restrict the position vacancy to a specific AFSC or skill level.
  - 4) Summary of duties and minimum qualification requirements.
  - 5) Organizational and geographical location of the position.
  - 6) Information regarding known promotional potential, if any.
  - 7) Opening and closing dates and how to apply.
  - 8) Equal employment opportunity statement.
  - 9) The knowledge, skills and abilities factors by which applicants will be rated for the open position.
  - 10) Whether or not trainees will be accepted.
  - 11) Notification of records update.
  - 12) Area of consideration.
- c. Vacancy announcements will be posted for a minimum of fifteen (15) calendar days or its advertised closing date. Vacancy announcements will be published at least state wide on the DMAVA website and USAJobs.
- d. The areas of consideration for each specific position vacancy announcement will be in the following manner and sequence:
  - 1) Excepted position: Selecting Officials will be forwarded qualified candidates from all advertised vacancy Areas of Consideration for concurrent interview irrespective of Area. An effort will be made to select qualified applicants from Area I before considering other areas.
    - a) Area I: All excepted technicians in the 108th Wing (WG).
    - b) Area II: All excepted technicians in the New Jersey Air National Guard.
    - c) Area III: All members of the New Jersey National Guard.
    - d) Area IV: Any person eligible for membership in the New Jersey Air National Guard.
- e. Applications will be submitted as follows: How to apply instructions is described on all vacancy announcements.

Option 1: Apply online at USA Jobs.gov by 11:59 PM EST on the position closing date. Vacancy announcements are directly linked to USA Jobs from the DMAVA website listing of NJ Federal Technician Announcements.

Option 2: Fax documents to USA Jobs to the number provided in the vacancy announcement i.e. OPM Form 1203-FX, resume, and other required documents.



**EXCEPTION TO APPLYING FOR DEPLOYED PERSONNEL:** Military members **DEPLOYED** may submit their applications by email or fax. OPM Form 1203-FX, resume, and other documents (application must be accompanied with Title 10 orders) must be submitted by the vacancy closing date in accordance with the job posting.

**Section 4** PROCESSING APPLICATIONS: DETERMINING BASIC ELIGIBILITY

The Human Resource Office will review all applications to determine the basic eligibility. Candidates must meet all the basic qualifications as stated in the job announcement. Applicants who meet the basic qualifications will be considered eligible. Applications from candidates not meeting the basic qualifications will be returned with a statement as to which qualifications were lacking. If the announcement provided for trainees, the applications of those not meeting the basic requirements will be retained for trainee competition after it is determined there are no qualified applicants. When more than ten candidates are qualified for a position, the HRO will notify the Union that additional time may be required to process the applications.

**Section 5** REFERRAL OF CANDIDATES

- a. **HUMAN RESOURCE OFFICE:** Following determination of basic eligibility and rating (if applicable) of candidates, the Human Resource Office will electronically forward a referral list to the selecting official through the selection manager. When more than ten candidates are qualified for a position, the HRO will notify the Union that additional time may be required to process the applications.
- b. **ACTION BY THE SELECTING OFFICIAL:** The selecting official is entitled to select or not select any of the candidates referred to him/her. Within 30 days after receipt of the selection certificates, the Selecting Official will complete the following.
- c. If this time constraint cannot be adhered to due to extenuating circumstances, the Union will be informed of the specific circumstances requiring an extension.
  - 1) Interview the candidates listed on the certificates. If personal interviews are not possible, telephone interviews will be conducted, if possible.
  - 2) Make the selection, or notify the Human Resource Officer that no selection was made from the selection certificate. Include a written, non-discriminatory reason for non-selection.
  - 3) Return the certificate to the Human Resource Office.
  - 4) Employees hired in a trainee status will be informed of the approximate duration of the training necessary to become fully qualified.
- d. **HUMAN RESOURCE OFFICE ACTION:**
  - 1) The Human Resource Office will notify the individuals on the certificate of the selection.
  - 2) Notify those candidates, in writing, that were not qualified to be placed on the referral certificate.
  - 3) Arrange a release date of the selectee.
- e. **RELEASE OF SELECTEE:** After selection for promotion/placement an employee must be released promptly from his/her present position. Release will normally be within two (2) weeks after the selection on the start of the 1st day of the next pay period.

**Section 6** TEMPORARY PLACEMENT

Where a requirement exists to fill a higher grade job for a period of more than 30 days, but less than 120 days, a lower grade employee shall be temporarily promoted without competition. Any temporary promotion to be made or extended for more than 120 days will be made under the

competitive procedures outlined in this merit placement plan.

**Section 7** GRIEVANCES AND COMPLAINTS

- a. GRIEVANCES: An employee who believes that proper procedures were not followed in a particular placement action for which they were an applicant may present a grievance under applicable grievance procedures. A grievance will not be considered when it is based solely on non-selection.
- b. DISCRIMINATION COMPLAINTS: Allegations of discrimination because of race, color, religion, sex, age, handicapping condition, or national origin, made during any phase of selection process will be considered under the New Jersey National Guard Equal Employment Opportunity Program.

**Section 8** COMPREHENSIVENESS

This article is designed to provide for the selection in the most common type promotion opportunities that will occur in the New Jersey Air National Guard employee force. There will be unusual cases presented. In this event, the negotiation committee will attempt to resolve the problem through the guidelines of the current memorandum of understanding.

**ARTICLE 12**

**REDUCTION IN  
FORCE**

**Section 1** The Employer agrees to inform the employees, the Union, and Management personnel as fully and as soon as possible of any plans or requirements for a reduction in force. A RIF will be conducted in accordance with applicable government-wide regulations and this CBA.

**Section 2** In the event of a reduction in force, existing vacancies will be utilized to the maximum extent feasible to retain qualified employees who otherwise would be separated from the service. Management, the HRO and the Union will work together to minimize the effect of any RIF by using all available personnel management options. These options may include, but are not limited to early retirement offers, hiring freezes, and the use of temporary employees. All reductions in force will be carried out in strict compliance with applicable Federal laws and regulations.

**Section 3** Any Tenure Group I employee who is separated because of a reduction in force will be placed on the re-employment priority list in accordance with applicable Federal, NGB, and NJ DMVA regulations, and such employees will be given preference for re-hiring in temporary and permanent positions for which they are qualified. It is understood that acceptance of a temporary appointment will not alter the employees right to be offered permanent employment.

**Section 4** An employee who has been demoted without personal cause will be non-competitively promoted to a position from which downgraded and for which he/she is qualified at the same or lower grade as that from which demoted. If there are more qualified employees than available positions, then all qualified employees will be placed on a selection certificate for the selecting

official to interview. This special consideration in promotion actions will be given for two (2) years following the downgrade from a non-supervisory position.

## **ARTICLE 13**

### **GRIEVANCE PROCEDURE**

**Section 1** This negotiated grievance procedure provides for the processing of grievances and shall be the procedure to be used by the parties resolving grievances that fall within its coverage except that the following matters are specifically excluded from application of this procedure:

- a. Prohibited political activities.
- b. Retirement, Life Insurance, Health Insurance.
- c. Suspension or removal for security reasons.
- d. Any examination, certification or appointment.
- e. Classification of any position which does not result in reduction in grade or pay.
- f. Actions taken pursuant to 32 USC Section 709(f).
- g. Any matter for which a statutory appeal procedure exists, except EEO, may be raised under statutory or negotiated grievance procedures, but not both.
- h. Any matter pertaining to an employee's membership in his/her military unit or when he/she is in a military status.
- i. The decision to grant or not to grant an incentive award, or to adopt or not to adopt a suggestion.

**Section 2** "Grievance" means any complaint:

- a. by an employee concerning any matter relating to the employment of the employee;
- b. by any labor organization concerning any matter relating to the employment of any employee; or
- c. by an employee, labor organization, or agency concerning:
  - 1) the effect or interpretation, or a claim of breach, of a collective bargaining agreement; or
  - 2) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

**Section 3** A technician or group of technicians may present their own grievances without the assistance of the Union. If the technician or group elects to present their grievance to the appropriate supervisor without the assistance of the Union, adjustment of the grievance may not be inconsistent with the terms of this agreement. The appropriate supervisor will notify the Union in advance of grievance proceedings.

The Union agrees that should they decline to participate in the Adjustment of the Grievance they will not further pursue the matter unless this adjustment is in violation of the CBA, any law, rule, or regulation.

**Section 4** All time limits provided for herein may be extended by mutual agreement for valid reasons, provided a request for extension of time is presented prior to the expiration of the prescribed time limit. The parties mutually agree that it is in the best interest of all concerned to expedite the grievance procedure. Grievances under this procedure will be processed in the following manner:

**Step 1:** A grievance shall be made informally and orally to the technician's immediate

supervisor (if applicable) not later than fifteen (15) workdays after the occurrence of the matter out of which the grievance arises, except where the technician was not aware of the act causing the grievance. The first line supervisor shall meet with the employee and will render a decision within three (3) workdays from the date of notification of the grievance.

Step 2: If the grievance is not settled satisfactorily in step one, the technician may, within three (3) working days, forward the matter in writing through the succeeding technician chain of command. Each supervisor in the chain of command shall receive three (3) working days in which to resolve the grievance. Should the grievance reach the Air Commander, he/she will render his/her decision in writing, within five (5) working days.

**NOTE:** Where the subject of a grievance suggests that it is appropriate, and where the parties mutually agree, such grievance may be initiated by an employee, group of employees, or the Union and moved to higher step without hearing at a lower step. The Union president, or his/her designee and the Functional Manager concerned shall represent the parties in arriving at such mutual agreement.

Step 3: If the grievance is not settled satisfactorily by the Air Commander, the technician may, within five (5) working days, present the matter in writing with related correspondence to the Adjutant General, New Jersey Department of Military and Veterans' Affairs. The Adjutant General, or his/her representative will, within ten (10) working days after receipt of the grievance, hold a meeting with the Grievant in an effort to solve the grievance to the satisfaction of all concerned. The Adjutant General, or his/her representative will render a decision in writing within five (5) working days of such meeting.

Step 4: If the grievance is not resolved at Step 3, the Union or the Employer may invoke binding arbitration, but must do so within twenty (20) calendar days of the receipt of the Adjutant General's response.

**Section 5** Disputes not otherwise settled through negotiated grievance procedures between the parties hereto as to what is grievable and or arbitrable shall be submitted to an arbitrator for determination, in accordance with the procedures prescribed by this agreement.

**Section 6** Any grievance which cannot be settled by the grievance procedures provided herein, may be submitted to arbitration only by the Employer or the Union. Individual technician(s) do not have the right to invoke binding arbitration.

**Section 7** When arbitration is invoked by either party, the party invoking arbitration will notify the other party thereof in writing, within twenty (20) workdays following the receipt of the final decision by the Adjutant General.

**Section 8** The cost of the arbitrator's fees and any necessary per diem and travel expenses of the arbitrator shall be shared equally by the parties. The arbitrator's travel and per diem fee shall not exceed the maximum rate payable to Department of Military and Veterans' Affairs employees under the Joint Travel Regulations. All other expenses incident to an arbitrator shall be borne by the party who incurs them, unless otherwise mutually agreed upon.

**Section 9** Within five (5) working days from the receipt of the arbitration demand, the Union and the Employer shall meet to select an arbitrator to hear and determine the grievance. If no agreement can be reached on the arbitrator, the party invoking arbitration will request the U.S. Federal Mediation and Conciliation Service (FMCS) for a panel of seven (7) arbitrators. Following the parties receipt of the panel of arbitrators, they will meet within five (5) workdays of receipt to select an arbitrator. If a meeting or telephone conference by the parties fails to

select an arbitrator by mutual agreement, then the arbitrator shall be selected by each party alternately striking one name from the panel submitted until there is one remaining. The remaining name shall serve as arbitrator.

**Section 10** The arbitration hearing shall normally be held during the regular day shift work hours of the pertinent basic work week of the grievant. Participants in the hearing shall be in a duty status if they would otherwise be in a duty status.

**Section 11** The arbitrator shall be encouraged by the parties to render his/her award as quickly as possible but in any event not later than thirty (30) days after the conclusion of the hearing, unless the parties agree otherwise. The arbitrator's award shall be binding.

**Section 12** Either party may file exception to an arbitrator's award with the Federal Labor Relations Authority under regulations prescribed by the authority.

**Section 13** An employee or group of employees in presenting a grievance under this Article shall:

- a. Be assured freedom from restraint, interference, coercion, discrimination, or reprisal by either party to this agreement and/or their agents.
- b. Be granted a reasonable amount of official time in which to prepare and present the grievance.

**Section 14** The original Grievance, including the response from each level of supervision, will be forwarded through each successive step of this Article. As a minimum, a formal grievance must be in writing, and consist of:

- a. Grievant's name.
- b. To whom the grievance is addressed.
- c. Background and nature of grievance.
- d. Requested remedy/solution to the grievance.
- e. Grievant's signature.
- f. Date.
- g. The use of a grievance form is encouraged for formal grievances.

## **ARTICLE 14**

### **SAFETY, HEALTH AND WELFARE**

**Section 1** The Employer will continue to make every reasonable effort to provide and maintain safe working conditions for employees. The Union will cooperate to that end and will encourage all employees to work in a safe manner. The Employer and the Union agree that safety and health provisions of part 1960, "Basic Program Elements for Federal Employee OSH Programs and Related Matters", will apply to cover bargaining unit employees. It is further recognized that each employee has a primary responsibility for his/her own safety and an obligation to know and observe safety rules and practices as a measure of protection for him/herself and others. The Employer will welcome, at any time, suggestions which offer practical ways of improving safety conditions. In the event working conditions are considered unsafe, an employee shall immediately notify his/her immediate supervisor, who shall, in turn, immediately notify appropriate safety officials so that an evaluation can be made. If the employee's immediate supervisor is unavailable, he/she shall contact appropriate safety officials. Upon completion of an evaluation, a copy of the evaluation will be forwarded to the Union.

**Section 2** The Employer will provide emergency treatment and evacuation to the nearest medical facility for employees in case of on-the-job accident, illness, or injury during all working shifts. Any seriously injured employee will be accompanied by another employee while being transported and processed through the medical facility. There will be no charge to leave to the accompanying employee.

**Section 3** The Employer will provide safe and healthful workplaces for all employees. Whether an employee has a right to decline to perform work believed to be unsafe is governed by 29 CFR 1960.46(a) and any changes thereto. Employees have the opportunity to decline to perform an assigned task because of reasonable belief that the task poses an imminent risk of death or serious bodily harm. Management will ensure that work assignments do not violate applicable and current safety directives (e.g. Air Force Technical Order Publications, AFOSH Standards, or OSHA Publications approved by the Air Force Inspection and Safety Center (AFISC) and NGB).

- a. Employees shall report suspected unsafe or unhealthful working conditions to the Employer, or request inspections of those conditions by safety or health officials. The Employer will assure timely response to employee reports of hazardous conditions. If the hazard presents imminent danger, the Employer will take immediate action to correct the situation or apply interim control measures.
- b. Hazards that cannot be eliminated immediately will be validated by Safety representatives. Safety will determine the best interim control and corrective actions and forward the report to the individual responsible for making sure corrective action is completed. The Safety Office must respond within 10 working days to the reporting member with their findings, status, and any recommendations.

**Section 4**

- a. If any employee feels that he/she is being directed to perform work under unsafe conditions he/she will promptly report the matter to his/her immediate supervisor or the unit's safety officer, who will accomplish a safety evaluation of the assigned work within two (2) work days. It is imperative that supervisors address employees' safety concerns and take immediate action when required.
- b. An employee has the right to decline his or her assigned task because of a reasonable belief that, under the circumstances, the task poses an imminent risk of death or serious bodily harm coupled with a reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures established in accordance with 29 CFR\_1960.

**Section 5** The Union shall be granted representation, if it so requests, on any organization safety committee formed by the Employer.

**Section 6** Representation shall consist of one (1) employee or his/her alternate who will be selected by the Union officers.

**Section 7** The Employer agrees to request and consider the views of the appointed Union safety committee member- at a meeting with the safety committee counsel, with respect to those aspects of the safety plan which impact on personnel policies, practices and working conditions of the employees in the bargaining unit.

**Section 8**

- a. During periods of freezing weather, the Wing Command Post or the Maintenance Operations Center will obtain the current wind chill factor from McGuire AFB weather section. This will occur prior to assigning work at the start of the duty day, and maintain a reasonable follow up of such conditions during the course of the work day.
- b. Appropriate supervisors will be notified when the wind chill factor has been or is forecasted to drop during duty hours to -20° F. The Command Post or the Maintenance Operations Center will advise supervisors to keep an absolute minimum exposure time for all employees when the wind chill factor is -20° F.
- c. The Command Post or the Maintenance Operations Center will advise supervisors when the wind chill factor drops between -21° -24° F (increasing danger). At this wind chill factor, all outside duties and activities will cease, with the exception of essential mission duties, such as maintenance on aircraft to meet flying schedules, alert aircraft change over, alert aircraft duties and maintenance. Personnel working outside on essential mission duties will be rotated on a frequent basis, or upon reasonable individual tolerances to such conditions.
- d. When the wind chill factor dips to -25° F, or below, employees will not be required to involuntarily expose themselves to the outside elements, except for emergency essential work. Higher Headquarters, and other priority missions will be supported with careful attention to the safety and proper equipment of the employees accomplishing the work. Equipment will be determined by work center surveys conducted by bio-environmental and safety.
- e. Management acknowledges that there are certain cold factors beyond which employees are incapable of performing sustained work. It is realized that tolerances among individuals differ and that the type of outside work being accomplished affects the body heat generated by an employee. Therefore, common sense must be applied with regard to the maximum exposure time.
- f. When the ambient temperature drops to 32° F or lower, ground heaters will be made available upon request when practical to maintenance personnel while performing maintenance on aircraft, vehicles, equipment, etc. located outside.
- g. If heating problems develop and the ambient temperature drops below 55° F in any heated administrative/shop area or 50° F in any heated hangar for a period of two (2) hours or more the Employer agrees to provide an alternative work area. If no alternative work area is available, portable ground heaters will be made available and used. If temperature situation cannot be resolved, employees will not be required to perform duties under such conditions except in emergency situations. If hanger or bay doors are required to be open, facility will be considered as outside.
- h. When high temperature and humidity conditions are encountered or forecast, work-rest cycles and hydration schedules will be implemented based on current standards and input from bio- environmental.

**Section 9** The Employer shall make available, inspect, and maintain in proper working order portable or permanent eye wash and deluge showers to all personnel working in or around hazardous products.

**Section 10** Whenever there is a safety inspection, i.e. bio-environmental and/or accident investigation of an employees work area, an official of the Union who represents that area will be given the opportunity to accompany the inspector/investigator during the inspection or investigation. The Employer will notify the Union when advised that an outside agency or internal inspection team is scheduled to conduct a survey or inspection within a specified employee's work area. Upon completion of such a survey or inspection a copy of such reports

will be forwarded to the Union.

**Section 11**

- a. Supervisors will be advised on how to respond to on the job injuries which involves informing the injured employee of the proper procedures for filling an injury report (CA-1 or CA-2) online using ECOMP, which includes mandatory completion of the OSHA safety form.
  
- b. Notices covering what an employee should do when injured on the job will be posted on safety bulletin boards at each work section.  
Employees shall report job related injuries or illnesses to their supervisors who will then immediately notify the Injury Compensation Program Administer (ICPA). It is the responsibility of the injured employee to create/register for an ECOMP account, complete the OHSA 301 Safety form and submit either a CA-1 or CA-2. When an employee is incapacitated and/or unable to notify his/her supervisor of the injury or illness, it is the supervisor's responsibility to obtain information required for completing the OHSA and CA-1/CA-2 and forward that information to the ICPA. The HRO is responsible to advise the employees of their rights and options under the Federal Employees Compensation Act (FECA).

**Section 12** Management will ensure all personnel have safe and healthful work environments where recognized hazards are eliminated or controlled at acceptable levels. If unsafe and unhealthful working conditions exist, Management will eliminate or control them through engineering, substitution, isolation, administrative controls, revised procedures, special training, or personnel protective clothing and equipment.

**Section 13** The Employer to the full extent of its authority, will provide safe and healthful working conditions along with appropriate supplies, equipment, and services at no cost to the employee. The employee is obligated to maintain and utilize safety equipment when required. Equipment will be determined based on work center surveys.

**Section 14** Union representatives on safety committees will be notified as to the availability of safety schools; when such schools become available they will be allotted equal spaces for attendance with Management members on the safety committee, and at no charge to leave or cost to the Union members.

**Section 15** Management will ensure employees performing additional emergency duties relative to safety have personal protective clothing and equipment. Any protective equipment normally prescribed in combating the condition will be provided and appropriate training provided to perform this duty.

**Section 16**

- a. When an employee is recovering from an on the job injury, the Employer will make every effort to provide light duty assignments that are within the employee's competitive work area and pay grade.
  
- b. When the employee is performing light duty, his/her supervisor will insure that the duties being performed are in accordance with the restrictions imposed by the employee's physician.



**Section 17** Management must carefully assess the mission requirements against associated risks before requiring employees to perform unusually hazardous tasks or emergency duties as outlined in sections 12 and 15 above.

**Section 18**

- a. Management will provide to the Union a copy of The Adjutant General and the 108th Wing Commander adverse weather policy. These documents will identify mission essential personnel and direct the reporting instructions and member actions during adverse weather events. When revised, the applicable document(s) will be submitted to the Union for appropriate bargaining.
- b. 108th Wing closure or delayed openings due to weather are not dependent upon Joint Base decisions. This information comes from authorized 108th sources only. These decisions will be in accordance with all appropriate TAG and 108th Wing weather policies and in accordance with applicable regulations including TPR 630 and DoDI 1400.25.
- c. 108th Management will create a weather essential personnel listing to meet the needs of returning the wing to operational status. This list will be furnished to the Union upon request or when updated.
- d. Upon notification, weather essential personnel (i.e. snow removal teams, facility managers, etc.) will report for duty. Once the 108th infrastructure is deemed cleared for operations and facilities are returned to safe operating status all remaining personnel will be recalled to duty.

**Section 19** IAW NJDMAVA TPR 700 (792.1), based on mission requirements and with supervisor approval, individuals are authorized physical fitness training of one (1) hour per day, three (3) times per week. Due to the varying schedule requirements of the Wing's mission this time should be allocated at any time during the scheduled work day to allow maximum participation. If period is the first hour of the day, member must report to shop prior to commencement of PT period. If period is the last hour of day member must return to shop prior to dismissal at end of duty day. This period may be utilized in conjunction with required lunch period.

**ARTICLE 15**

**TRAVEL**

**Section 1** Travel in technician Status is covered under the Joint Federal Travel Regulations Vol II (JFTR)

**Section 2** In the event of a TDY or deployment in Technician Status, the Union may designate one of the technicians as a Union Representative for the trip. The Union Representative will have the authority of a shop Steward and will handle any Union business/issues.

**Section 3** Selection of personnel will be on the basis of skills required and on rotational basis. Under conditions of operational emergencies requiring deployment, employees will normally be afforded a twenty-four (24) hour advance notice.

**Section 4** An employee's civilian travel entitlements will be determined according to the Joint Travel Regulation. Temporary Duty (TDY) orders will be published using the Defense Travel System (DTS).

**Section 5** All employees designated in a travel or TDY status will use the government issued travel card in accordance with the JFTR.

**Section 6** Employees will normally be scheduled for official travel during the employee's normal duty hours. Employer directed travel time outside of the employee's normal duty hours will be compensated in accordance with current regulation.

**Section 7** Transportation for official duties of TDY personnel will be in full compliance with the JFTR and will be provided when specifically authorized on TDY orders. In the event additional transportation is deemed necessary, every possible attempt will be made to authorize and procure same.

**Section 8** Employees are required to utilize government quarters, if available, when on a TDY status. When adequate government quarters are available but not used, the payment of the quarters portion of the per diem or actual expense allowances of any employee on temporary duty away from his/her designated post of duty may not be made except under the following conditions:

- a. When the order-issuing authority, either prior or subsequent to the travel involved, issues a statement to the effect that the utilization of government quarters at the temporary duty station or delay point would adversely affect the performance of the assigned mission (this exception is not applicable to personnel attending training courses at an installation of the Uniformed Services).
- b. When the commanding officer (or his/her designated representative) responsible for government quarters at the temporary duty or delay point furnishes a statement to the effect that utilization of government quarters was impractical.

## **ARTICLE 16**

### **MISCELLANEOUS**

**Section 1** The Employer will, at a certain mid-point of the civilian career, and with-in a certain time close to retirement, provide career/retirement counseling/seminars to affected technicians within budgetary constraints. Reasonable time will be provided for technicians to attend these seminars.

**Section 2** The Employer will post a copy of this agreement on the Wing Webpage and SharePoint page for employee reference.

**Section 3** All details for durations up to one pay period will be recorded in the employees 904-1 Supervisor's Record of Technician Employment maintained by the supervisor. Over one pay period will be documented on an SF 50.

**Section 4** The Employer will provide each technician with a copy of the position description for the position to which assigned. When a new or revised position description (PD) is implemented, the affected technician(s) will receive a copy. The technician position description prescribes the

work relationships, scope, and principal duties. The Union will encourage employees to periodically review their position description for the position they now occupy and to report significant changes in responsibilities and duties. Significant changes in duties and responsibilities will be reported to the employee's rater and, if required, will be included in the employee's performance standards.

**Section 5** The employee's inherent right to full information concerning the classification of his/her job and his/her Unit Manning Document (UMD) position shall not be abridged in any manner by any Management official. The employee's right to take any lawful action in regard to job description and/or classification without fear or restraint, prejudice or reprisal, shall be protected by the Employer.

**Section 6** It is agreed that the Union will be notified and allowed to have a representative present at any wage grade or general schedule survey in its area of concern. Upon completion of said survey a written copy of its findings and/or proposals will be forwarded to the Union.

**Section 7** Affected employees will be furnished a copy of all personnel civilian action, either adverse or commendatory, that will be made a part of the employee's 904-1 Supervisor's Record of Technician Employment – maintained by the employee's immediate supervisor.

**Section 8** Employees will maintain their immediate working area in a neat, safe, orderly manner. Maintenance of common use areas will be performed by personnel of the function in whose area the facility is located.

**Section 9** Any employee may, upon request, examine, inspect, and obtain a copy of his/her 904-1 Supervisor's Record of Technician Employment- folder at any time. The employee may at his/her option have a Union representative present. The employee's 904-1 will be maintained by his/her immediate supervisor only.

**Section 10** The Employer agrees to provide acceptable office space within the work site with basic office furniture, air conditioning in summer months, and heating in winter months for the transactions of Union business, within the scope of this agreement. The Union will be allowed to install necessary equipment, including but not limited to private phone line, internet, etc., at its own expense, and Union officials will have access to the Union office before, during, and after hours, subject to security regulations in effect at Joint Base McGuire-Dix-Lakehurst, New Jersey. Employer is responsible for maintenance of the facility. The Employer will also provide bulletin board space for each work area/building. Maintenance of the bulletin board will be provided by the Union and only duly appointed Union personnel will be authorized to post or remove items from the bulletin board. Bulletin board space will be at least 12 square feet.

**Section 11** The Employer will provide adequate locker rooms and lockers for male and female personnel for purposes of clothing storage. Employee's locker rooms will be cleaned on a scheduled basis at least weekly by janitorial personnel. When practical, locker rooms and shower facilities will be within the building/facility where the employee works.

**Section 12** The Employer will provide separate rest rooms (latrines) for both male and female employees to the maximum extent possible in buildings to which assigned. All rest rooms will be scheduled for cleaning at least weekly by janitorial personnel.

**Section 13** The Employer agrees to set aside one (1) room for break and lunch periods. Areas will be air conditioned in the summer and heated in the winter. Furnishings will be coordinated

by the Union and its members. Size of rooms for break and lunch will be adequate to accommodate the employees working in that area. Break and lunch areas will be cleaned on a scheduled Monday through Friday basis by janitorial personnel.

**Section 14** Technicians performing military duty may choose an appropriate leave status for the active or inactive duty period. While absent from technician duties, employees in military status may elect to use available Military Leave in accordance with TPR 630, accrued Compensatory Time, available Annual Leave, Time off awards or Leave without Pay when approved.

**Section 15** Neither the listing of duties in a position description nor the inclusion or omission of a statement regarding the performance of other duties affects the authority of an agency to assign duties to a technician. Such assignments will normally be related to the technician's position and qualifications, however, this does not preclude management's rights to assign work pursuant to 5 USC 7106(a)(2)(B).

**Section 16** The employee's 904-1 Supervisor's Record of Technician Employment- will be used for civilian job related actions only. No military correspondence or actions concerning civilian employees will be filed or referred to in the employee's 904-1.

**Section 17** The Employer will train Union officials on the use and maintenance of the 904-1 annually.

**Section 18** The Employer will provide access to all TPR's and Operating Instructions (OI) to the Union. Any applicable changes will be submitted to the Union for appropriate bargaining.

**Section 19** The Union will be included on administrative distribution lists for the correspondence related to Union, employee/employer business.

**Section 20** Management will use Mr., Mrs., or Ms., as appropriate, when addressing or corresponding with employees acting in an official capacity on behalf of the Union. The Union will use the appropriate military titles of non-bargaining unit members when addressing or corresponding with them.

**Section 21** The Union and Employer shall determine, through negotiations, the coverage of additional local situations, under appropriate categories of the current Federal Personnel Manual system, concerning Environmental Differential Pay/Hazardous Duty Pay.

**Section 22** The Employer shall provide adequate protective clothing and equipment as outlined in OSHA and AFOSH standards and pertinent regulations, to ensure that all employees are able to safely and effectively accomplish assigned tasks. Uniforms and accessories will be issued and replaced when necessitated by fair wear and tear. This is to include appropriate winter garments such as parkas, gloves winter boots, winter hats, etc. in accordance with military authorization at the Employer's expense.

## **ARTICLE 17**

## **TERMS OF AGREEMENT**

**Section 1** This agreement will become effective based upon review and approval of the Department of Defense (agency head) in accordance with Section 7114 (c). It shall remain in effect and in full force for three (3) years from the date of such approval. If conditions warrant, a one (1) year extension can be instituted upon mutual agreement of Management and the Union.

**Section 2** This agreement will remain in force during re-negotiations and continue until such time as a new agreement is consummated and approved.

**Section 3** This agreement will not be changed, except by collective bargaining of the parties, unless law or government wide regulations intervene. Upon any change to CFRs or TPRs either side can request midterm negotiations to rectify any discrepancies.

**Section 4** This agreement may be subject to amendments or supplements by the parties during the agreement life under the following procedures:

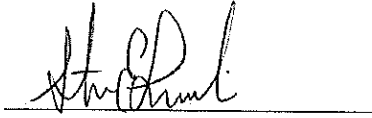
- a. Either party to this agreement may submit subjects for negotiations for the purpose of supplementing this agreement with provisions not covered by, or contained within the agreement.
- b. Either party may initiate negotiations at the mid-point of this agreement after service of notice no later than sixty (60) days prior to the midpoint of this agreement.
- c. At any time, by mutual consent, for the purpose of amending or providing supplements to this agreement.
  - 1) 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.
  - 2) Representatives of the Employer and the Union will meet within thirty (30) days to commence negotiations of the proposed amendment or supplement, unless a later date is mutually agreed upon.
  - 3) Approval of an amendment or supplement to the agreement will be accomplished in the same manner as provided for approval of the basic agreement.

**Section 5** Negotiating a New Agreement:

- a. Negotiations for a new agreement will commence no earlier than one hundred and fifty (150) calendar days, nor later than ninety (90) calendar days prior to the termination of this agreement.
- b. Thirty (30) days prior to the start of negotiations of a new agreement, representatives of the Employer and the Union will meet to initiate a memorandum of understanding establishing the ground rules for the conduct of negotiations.

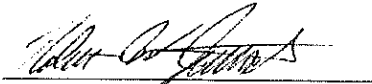
EXECUTION OF THE CONTRACT BETWEEN THE NEW JERSEY DEPARTMENT of MILITARY and VETERANS AFFAIRS AND THE ASSOCIATION OF CIVILIAN TECHNICIANS (Chapter 70) IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE 1ST\_DAY OF April 2017.

FOR THE UNION



Mr Steven E. Landis  
President ACT Chap 70

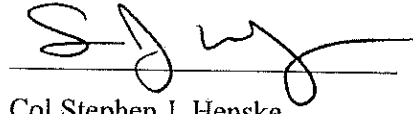
27 FEB 18  
Date



Mr Robert w. Jentsch  
Treasurer

23 Feb 18  
Date

FOR THE EMPLOYEE



Col Stephen J. Henske  
Maintenance Group Commander

22 FEB 18  
Date



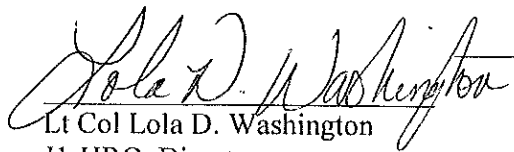
Maj Eric A. Balint  
Supv Architect/Engineer

27 Feb 18  
Date



Mrs. Kathy L. Christian  
Labor Relations Specialist

27 Feb 18  
Date



Lt Col Lola D. Washington  
J1-HRO, Director

27 Feb 18  
Date