

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

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

2. The employee has the right to decline to perform assigned tasks because of a reasonable belief that, under the circumstances, the tasks pose an imminent risk of death or serious bodily harm. In those instances, the employee must report the situation to his/her supervisor or the next immediate higher level supervisor.

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

#### **ARTICLE XIV - Appropriate Work Uniforms**

a. The Employer will provide uniforms in the quantities authorized by applicable service regulations and authorization documents. The Employer will provide a direct exchange program for worn, torn, or soiled clothing which occurs as a result of normal wear and tear or which cannot be rendered free of contaminants, clean, or serviceable per applicable regulation. It will be each individual Technician's responsibility to ensure that unserviceable uniforms are turned over to the unit/activity. It is the Technician's parent unit/activity's responsibility to promptly order and obtain replacement uniforms. Work time will be authorized for the purpose of exchanging unserviceable uniforms when the Technician's unit of assignment supply function is co-located with the work site.

b. Should the Technician not receive the requested uniform, the Technician's supervisor shall be notified and provide assistance with resolution. If required, the supervisor will request assistance through HRO to assist in obtaining the aforesaid uniform.

c. Uniforms will be worn as issued by the Employer to the Technician. To the extent allowed by law and regulation, the Employer will allow its resources to be utilized to affix uniform insignia and markings.

#### **ARTICLE XV - Environmental Differential Pay (EDP) and Hazardous Duty Pay (HDP)**

##### **Section 15.1 - Policy:**

The objective of the Employer and the Association is the elimination or reduction to the lowest level possible all hazards, physical hardships, and working conditions of an unusually

severe nature. The Association and Employer agree to conduct the EDP and HDP Programs as set forth in appropriate law, rule and regulation.

The Reg's for this are the 5 CFR § 532.511  
Environmental differentials. Table I & II.

#### Section 15.2 - Coverage:

a. Environmental differential pay (EDP) is applicable to Federal Wage System (FWS) technicians. Hazardous duty pay (HDP) is applicable to General Schedule (GS) technicians.

b. Both EDP and HDP are defined by and subject to restrictions outlined in public law and applicable OPM and NGB regulations.

c. Only individuals authorized by regulation and assigned to perform work which is normally authorized EDP/HDP will perform such duties.

#### Section 15.3 - Establishment of Environmental Differentials and Authorization:

a. The employer will post in a prominent location at each work site all positions which are entitled to EDP/HDP and the rates authorized. This posting will be made annually.

ATAAPS, make a note to have management brief personnel on affected areas.

This is covered in

b. A proposal that a local work situation be identified for inclusion under environmental or hazardous differential will be described in writing to the immediate supervisor at the work location.

c. The format for a situation currently in the plan may be used as a guide in describing the proposed situation. As a minimum, information identifying the work location and the hazard or physical hardship for which differential is proposed will be included in the request.

d. The supervisor who receives a proposal for inclusion in EDP/HDP will forward the proposal through supervisory channels to the HRO. The HRO will process the request as provided in applicable regulations.

e. All requests for EDP/HDP determination will be considered by the EDP/HDP committee.

#### Section 15.4 - Payment of Environmental Differential:

An environmental or hazard differential is paid to a technician in accordance with procedures outlined in appropriate regulations.

Again, through ATAAPS.

#### Section 15.5 - EDP/HDP Committee:

a. The Employer will establish an EDP/HDP committee which will meet on an annual basis or at the discretion of the Adjutant General and as required by the committee chairperson. The purpose of the committee will be to conduct a review of the State EDP/HDP Plan in order to determine the adequacy of the plan and to review the annual expenditures for EDP/HDP.

This statement is important, because if airframe's change then EDP policy letters and conditions also change. Try to make everything task specific.



b. The committee will be appointed by the Adjutant General and will include the President or the appointed representative from each Association chapter. Each Association chapter will designate its representative to this committee. These are voting members and will be equal to the number of the Employer's voting representatives. Identification of the Employer's voting representatives will be provided prior to the commencement of any committee meeting. The committee chair will cast the deciding vote in the event of a tie.

c. Subject matter experts may be called by either the Association or the Employer.

#### **Section 15.6 - Appeals of EDP/HDP Decisions:**

Appeal/grievance of the denial of an EDP/HDP situation will be initiated as a formal grievance IAW Article VI - Grievance Procedure of this agreement.

### **ARTICLE XVI - Position Description and Classification**

#### **Section 16.1 - Scope of Employment:**

Upon appointment, a technician will be assigned to duties in accordance with the Position Description. Each technician will be provided with a copy of the Position Description for the position to which assigned. The Position Description prescribes the work relationships, scope, principal duties, qualifications required, related experience, training requirements, and training standards. Technicians may, from time to time, be required to perform duties other than those reflected as principal duties of the Position Description. Consequently, each Position Description contains the statement, "Performs other duties as assigned." Generally, such tasks are related to the technician position requirements and qualifications and are of an incidental nature.

#### **Section 16.2 - Other Significant Facts:**

a. Following the issuance of Addendum to Position Description(s) Release CRA 05-1006 (30 June 2005), technicians may be required to perform other duties which might not be reasonably related to a technician's position and may be military in nature. As an example, these duties may include, but are not necessarily limited to, work during emergency situations, work to support the unit mission, work when temporarily assigned to a remote duty site, or when work specified in the Position Description is not available. These duties should be kept to a minimum.

b. The Association and the Employer understand that at certain times work assignments may involve liabilities or responsibilities in addition to those normally associated with work assignment. The liability and/or compensation of any assigned work or task as an additional duty will be the same as any work assignment covered by the Position Description.