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MEMORANDUM OF AGREEMENT
BETWEEN
THE ADJUTANT GENERAL
VIRGINIA NATIONAL GUARD
AND THE
FREDERICKSBURG RAPPAHANNOCK AREA CHAPTER
OF
ASSOCIATION OF CIVILIAN TECHNICIANS

ARTICLE 1
GENERAL PROVISIONS

SECTION I – PURPOSE

1-1 – AGREEMENT:

a. Pursuant to the policy set forth in Civil Service Reform Act of 1978 (Public Law 95-454); the Employee Act of 1968 (Public Law 90-486); Title 32 U.S.C. Section 709; the Federal Service Labor Management Relations Statute (5 U.S.C. Section 7101 et. seq.,) and all applicable Statutes and regulations, this agreement sets forth the respective roles and responsibilities of the parties; procedures and methods that govern the working relationship between the parties and indicates the parties have had a full and fair opportunity to bargain on all aspects of all topics contained in this agreement and that this Collective Bargaining Agreement (CBA) represents the parties' full, final, and complete agreement on all aspects of all topics included thereafter. The Employer and the Labor Organization recognize the joint responsibility for the administration and enforcement of this agreement.

b. All provisions in this Agreement that refer to duties or responsibilities of specific supervisors, managers, or organizational elements are intended as a guide as to how to handle a particular situation. The Employer retains the discretion to determine which personnel and organizational elements will perform the work. The Labor Organization retains the discretion to bargain procedures and appropriate arrangements relating to the effects on working conditions where applicable.

1-2 – MUTUAL COVENANTS:

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

a. Promote and improve the efficient administration of the Virginia Army National Guard and the well-being of its employees pursuant to the policies set forth in the Civil Service Reform Act of 1978 (Public Law) 95-454), the Employee Act of 1968 (Public Law 90-486); 32 U.S.C. Section 709; the Federal Service Labor Management Relations Statute (5 U.S.C. Chapter 71) and all applicable statues and regulations."

b. Provide for the highest degree of efficiency in the accomplishment of the work of the Employer.

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. To provide means for amicable discussion and adjustment to matters of mutual interest.

e. Promote partnership between the Labor Organization and the Employer, promoting communications through education of personnel policy and procedures.

1-3 – CONTRACT DISTRIBUTION:

a. The Employer will provide a digital (PDF format) copy of this CBA within thirty (30) calendar days after the effective date of signed CBA via email to all employees and will maintain electronically in a location where all employees have access.

b. If Labor Organization needs hardcopies then the Employer will facilitate the request by local printing or by submitting a request to the print shop.

1-4 – LABOR/MANAGEMENT CONTRACT AWARENESS TRAINING:

The Employer and Labor Organization will insure that all supervisory/management personnel and labor representatives are trained as to the provisions of this agreement. Members of both negotiating teams will jointly present the training to a forum of all personnel.

SECTION II – BARGAINING UNIT/EXCLUSIVE RECOGNITION

1-5 – BARGAINING UNIT:

It is recognized by the employer that the Fredericksburg Rappahannock Area Chapter (FRAC) Association of Civilian Technicians (ACT) has been designated and selected by a majority of the employees as their representative for purposes of exclusive recognition, and that pursuant to 5 USC Chapter 71 (Statute), the said organization is the exclusive representative of all employees in the bargaining unit. The Labor Organization is responsible for representing the interests of all Employees of the bargaining unit it represents without discrimination and without regard to Labor Organization membership. An ACT National Field Representative is included in this exclusive representation.

INCLUDED: All dual and non-dual status civilian employees employed by the Virginia Army

National Guard at the Field Maintenance Shop #7 Fredericksburg Virginia.

EXCLUDED: All professional employees, management officials, supervisors, and employees described in 5 USC Section 7112(b) (2), (3), (4), (6) and (7).

NOTE: In applying this paragraph, §7112 of the Statute pertaining to supervisors and others who must be excluded from the bargaining unit will prevail. Any changes to the bargaining unit, after the effective date of this agreement, will be through mutual consent or a Federal Labor Relations Authority (FLRA) clarification of unit.

1-6 – APPLICATION:

a. This CBA, in its entirety, is applicable to all bargaining unit employees. Probationary/trial period employees are entitled to membership privileges as any other bargaining unit employee but are not entitled to additional rights pursuant to United States Code, 32 U.S.C. § 709 or National Guard TPRs as non-probationary non-trial period employees solely by virtue of their membership.

b. Indefinite employees are considered members of the bargaining unit and are covered by this CBA.

c. Temporary Employees are not considered members of the bargaining unit and are not covered by this CBA.

1-7– TRIAL/PROBATIONARY PERIODS:

a. A trial employee is a dual status employee; a probationary employee is a non-dual status employee. A trial/probationary employee is a bargaining unit member who is in the first year of employment. A probationary employee and trial period employee are considered bargaining unit members and may file a grievance concerning a violation of any of the provisions within the collective bargaining agreement. A probationary/trial period employee may not challenge their separation under the negotiated grievance procedure (Article 19).

b. New employees are to be carefully observed and counseled during this first year of employment. During this period, supervisors should provide specific training and assistance to improve the employee's work performance if needed. A trial/probationary employee may request a meeting with their immediate supervisor periodically to discuss their performance. An employee should request a meeting with the supervisor to discuss retain or separate recommendations during the 9th & 10th month to facilitate future career plans and report to HRO as required.

c. Trial/Probationary employee removals:

1. Removal action may be taken at any time during the probationary period.

2. When the Employer decides to terminate a probationary/trial period employee based on performance or conduct, the employee must be informed in writing with a general conclusion of deficiencies.

3. A probationary/trial period employee may not exercise the appeal process of an administrative hearing or appellate review.

4. A 30 day notice is not required for removal of trial/probationary employees within their trial/probationary period.

1-8 – IDENTIFICATION OF SUPERVISORS:

A list of the supervisory chain through to the Assistant Chief of Staff Logistics and names will be provided electronically via the HRO Full Time Document (FTD) to the Labor Organization, upon request to the HRO.

1-9 – GENDER REFERENCES:

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

1-10 – CONSULTATION AND NEGOTIATION:

a. Employer will provide a written response to the Labor Organization (LO) written correspondence within 7 workdays from the receipt of the correspondence. In the event that the Employer is unable to meet the 7 workdays requirement, the LO will be given reasons in writing and a probable date when Employer will provide a reply to the LO correspondence.

b. Labor Organization will provide a written response to the Employer's written correspondence within 7 workdays from the receipt of the correspondence. In the event that the Labor Organization is unable to meet the 7 work day requirement, the Employer will be given reasons in writing and a probable date when Labor Organization will provide a reply to the Employer's correspondence.

c. Failure to respond timely to the Employer's notice shall constitute a waiver of any right to negotiate on the proposed required change.

1-11 - MEETINGS AT THE LOCAL LEVEL:

a. The purpose of these meetings is to maintain a positive labor relations environment and to deter future misunderstandings, not to discuss matters concerning individual grievances or ULPs. The underlying issues are still subject to statutory and contractual remedies, if the issues are not resolved at these meeting.

b. It is agreed that the senior supervisor, or a management representative will meet with the Labor Organization on a quarterly basis, or at times mutually agreed to by all parties, at the request of either party.

1. The Labor Organization and the Employer will exchange meeting topics five (5) work days prior to the meeting date.

2. Discussion will not be limited to those topics exchanged in advance. If no topics are exchanged by either party, the Labor Organization and the Employer may mutually agree to forego the meeting for that quarter.

3. The meeting will consist of an equal number of attendees for the Labor Organization and the Employer.

c. It is agreed that a management representative will meet with the Labor Organization's Chief Steward, or other representative, on an as-needed basis, to confer and attempt to resolve appropriate matters at the lowest level.

1-12 – 5 USC, CHAPTER 71 §7102:

SECTION III – EMPLOYEE RIGHTS

Parties to this agreement recognize that each employee shall have the right to form, join, or assist any Labor Organization, or to refrain from such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided under this chapter, such right includes the right:

a. to act for a Labor Organization in the capacity of a representative and the right, in that capacity, to present the views of the Labor Organization to heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities, and

b. to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under this chapter.

SECTION IV – MANAGEMENT RIGHTS

To maintain the efficiency of the operations entrusted to them, and subject to 5 USC, Chapter, §7106 (a) the Employer retains the following rights:

a. Subject to subsection (b) of this section, nothing in this chapter shall affect the authority of any management official of any Employer:

b. In accordance with applicable laws:

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

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

(C) with respect to filling positions, to make selections for appointments from:

(i) properly ranked and certified candidates for promotion; or
(ii) any other appropriate source; and

(D) to take whatever actions may be necessary to carry out the Employer work during emergencies.

c. Nothing in this section shall preclude any Employer and any Labor Organization from negotiating:

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

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

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

1-13 – CONTRACT NEGOTIATIONS:

As stated in 5 USC, Chapter 71, §7114 (a) (4):

Any Employer and any exclusive representative in any appropriate unit in the Employer, through appropriate representatives, shall meet and negotiate in good faith for the purposes of arriving at a collective bargaining agreement. In addition, the Employer and the exclusive representative may determine appropriate techniques, consistent with the provisions of section 7119 of this title, to assist in any negotiation.

SECTION V – LABOR ORGANIZATION RIGHTS AND DUTIES

1-14 – REPRESENTATION RIGHTS:

An exclusive representative of the Labor Organization shall be given the opportunity to be represented 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 Labor Organization shall be given the opportunity to be represented, to present Labor Organization views and to represent the employee, at any examination of an employee in the unit by a representative of the Employer 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.

NOTE: Commonly known as Weingarten Right

a. The Labor Organization has a right to interview all Employer adverse action witnesses. The Labor Organization has a right to interview all witnesses for grievances and any third party proceeding.

b. The Employer representative must advise the employee of the right to representation prior to any examination that may result in disciplinary action.

c. When an Employer official interviews employee(s) in preparation for an unfair labor practice hearing and an arbitration or any third party proceedings to include administrative hearings IAW TPR 752, the Employer 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 they refuse 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;

3. and the questions must not exceed the scope of the legitimate purpose of the inquiry or otherwise interfere with employee's statutory rights.

1-15 – EMPLOYEE RIGHTS:

The Labor Organization will not interfere with, restrain, or coerce any employee in the exercise of their rights under law. The Labor Organization will not discriminate against an employee with regard to the terms or conditions of membership in the Labor Organization or on the basis of race, color, creed, national origin, sex, age, political affiliation, marital status, sexual orientation and/or handicapping condition.

1-16 – INFORMATIONAL PICKETING:

Federal law expressly prohibits federal employees from striking, but allows picketing activity under certain conditions.

a. Under 5 USC 7311, it is illegal for an individual to hold a position in the Government of the United States if he/she participates in a strike against it. However, it is legal under 5 USC 7116(b) (7) to picket an Employer if the picketing does not interfere with an Employer's operations.

b. It shall be an Unfair Labor Practice under 5 USC 7116(b) (7) for a Labor Organization to: call or participate in a strike, work stoppage, or slowdown, or picketing of an Employer in a labor-management dispute if such picketing interferes with an Employer's operations; or to condone such activity by failing to take action to prevent or stop such activity.

c. Employees may participate in informational picketing, under certain conditions, if that picketing does not interfere with the Employer's operations. These conditions include the following: employees must be in a non-duty status; The picketing activity must be conducted in accordance with 5 USC 7116, local laws within fifty (50) yards of a gate, entrance, or exit of a National Guard facility; employees may not wear the military uniform while participating in informational picketing; Signs carried or erected by picketing personnel must be "informational" in purpose.

1-17 – INTERNAL LABOR ORGANIZATION BUSINESS:

It is agreed that internal Labor Organization business such as soliciting membership, collecting dues, electing officers, meetings, posting and distributing literature (unless the literature concerns conditions of employment) will be conducted during non-duty hours of the employees involved.

1-18 – BULLETIN BOARDS:

a. The Employer agrees that the Labor Organization shall be afforded one bulletin board for the display of Labor Organization material per building. Location to be agreed upon by the Labor Organization and the Employer. The bulletin board will not exceed 16 sq. ft.

b. A share folder will be provided to the Labor Organization.

1-19 – DISTRIBUTION:

A distribution box will be provided to the Labor Organization at the central distribution point. Labor Organization representatives will be provided with an e-mail address and have access to a computer at their work site.

1-20 – ELECTRONIC RECORDS:

All records maintained by management, on behalf of employees, shall be readily available for review by the employee and/or their representative (to be designated in writing, not to exceed 30 calendar days) such as 904-1 and Official Personnel Folder (OPF). When OPF reviews are conducted, the reviews will be held during normal duty hours. Compensatory time may be awarded if reviews cannot be scheduled during normal duty hours for each shift.

1-21 – THE EFFECT OF LAW, REGULATION, POLICY AND PRACTICE:

Nothing in this section excludes the Employer from the statutory requirements under 5 USC Chapter 71.

a. It is agreed that in the administration of all matters covered by the agreement, officials and employees are governed by existing laws and regulations of appropriate authorities including policies set forth in the Code of Federal Regulations; by published Employer policies and regulations in existence at the time the agreement was approved and subsequently published Employer policies and regulations required by law or by the regulations of appropriate authorities, or authorized by the terms of a controlling policy at a higher Employer level.

b. Should any applicable law or court hold any provisions of this Agreement invalid, it shall immediately be deemed inapplicable. Unaffected provisions of the contract will remain in effect.

c. If a future Statute, Executive Order, government-wide regulation, judicial decision, Employer decision or work need requires the parties to change or consider changing the Collective Bargaining Agreement between the parties, the Employer will notify the Labor Organization, in writing, of proposed language to implement the change required.

d. Proposals unrelated to a mandated change specifically required by the law, Executive Order, government-wide regulation, judicial decision or work need will not be permitted in the subject negotiations.

1-22 – STATUTORY RIGHTS OF THE PARTIES:

Such rights as are accorded the parties by the provisions of Title 5 of the United States Code, Part III, Subpart F, Chapter 71, as amended (5 U.S.C. § 7101 – §7131) are recognized by the parties as binding upon each.

1-23 – PAST PRACTICES:

a. Past practices are existing practices sanctioned by use and acceptance that are not specifically included in the collective bargaining agreement. Evidence of past practices are used to interpret ambiguous contract language. In addition, past practices can be

enforced under the negotiated grievance procedure because they are considered part of the agreement.

b. Unilateral changes to past practices dealing with conditions of employment can constitute unfair labor practices (ULP). Indeed, it is a ULP to unilaterally change a practice that is at odds with the express terms of the agreement.

c. The fact that the negotiated agreement addressed the matter is not conclusive, if it is shown, in fact, that over a period of time the parties had engaged in a practice regarding the matter that differed from the contractual procedure. If this showing is made, and the practice satisfies the statutory requirements of section 7103(a) (14), it is a condition of employment that cannot be unilaterally altered.

d. To find that a condition of employment has been established by past practice there must be a showing that the practice was consistently exercised for an extended period of time, with the Employer`s knowledge and express or implied consent.

e. Laws, government-wide regulations, Office of Personnel Management, Department of Defense, National Guard Bureau and Virginia National Guard policies and regulations, and this Collective Bargaining Agreement take precedence over workplace practices that are not established by this Agreement. A change in workplace practice that is a condition of employment and is not de minims is subject to appropriate negotiation upon demand by either party. The Employer shall not implement the change before completion of negotiations or resolution, including resolution of any impasse by the Federal Service Impasses Panel unless the change is required for the necessary functioning of the employer. The party alleging that a past practice exists bears the burden of establishing, at a minimum, that:

1. The alleged practice was clear and applied consistently.

2. The alleged practice was not a special, one-time benefit or meant at the time as an exception to a general rule.

3. Both the Labor Organization and the Employer knew the alleged practice existed and management agreed with the practice or, at least, allowed it to occur.

4. The alleged practice existed for a substantial period of time and it had occurred repeatedly.

1-24 – IMPACT BARGAINING:

Section 1. Employer Initiated Changes

a. The Employer will notify the Labor Organization in writing, of its intent to initiate a change that may affect personnel policies practices and working conditions of bargaining unit employees on a unit-wide basis. All other notices shall be made at the local level.

b. If the Labor Organization desires to negotiate over the proposed change, it will serve a bargaining request on the Labor Relations Specialist within ten (10) working days of receipt of the Employer's proposals. Along with the notice of intention of bargain, the Labor Organization will serve such proposals as it wishes the Employer to consider. Employer policies may not be implemented until completion of negotiations as provided by law, regulation and this Agreement.

c. The Parties shall meet no later than fourteen (14) days following the date on which the Labor Organization receives the Employer notice. Negotiations will be held in Employer provided space. Once commenced, negotiations will continue with mutually agreed upon date and times. Negotiations will cease when agreement is reached or impasse is declared.

d. If the Parties fail to reach an agreement within the time frame established herein, assistance shall be requested from the Federal Mediation and Conciliation Service.

e. The Employer will advise the Labor Organization Official of the number of negotiators it intends to use. The number of employees representing the Labor Organization for whom official time is authorized under the Statute and this Article shall mutually be agreed upon by both parties. The Labor Organization will notify the Employer at least five (5) days prior to the commencing of negotiations of who the Labor Organization negotiators will be. The Labor Organization President will request that the Labor Organization negotiators be released from duty on official time to participate in negotiations pursuant to Article 6-1 of this Agreement.

f. Failure to respond in a timely manner to the Employer's notice shall constitute a waiver of any right to negotiate on the proposed change, and the proposal will become effective.

Section 2. Labor Organization Initiated Changes

a. The Employer recognizes the Labor Organization’s right to initiate changes in working conditions on subjects neither agreed upon nor discussed in the negotiations to achieve this Agreement.

b. The Labor Organization Official shall notify the Employer in writing, of changes it desires in negotiable personnel policies practices and working conditions of bargaining unit employees subject to 1-24 Section 2.a., above.

c. The Employer will respond within ten (10) days and serve such proposals as it wishes to negotiate.

d. The Parties shall meet no later than fourteen (14) days following the date on which the Labor Organization receives the Employer notice. Negotiations will be held in Employer provided space. Once commenced, negotiations will continue with mutually agreed upon

date and times. Negotiations will cease when agreement is reached or impasse is declared.

e. If the Parties fail to reach agreement within the time frame established herein, assistance shall be requested from the Federal Mediation and Conciliation Service.

f. The Employer will advise the Labor Organization Official of the number of negotiators it intends to use. The number of employees representing the Labor Organization for whom official time is authorized under the Statute and this Article shall mutually be agreed upon by both parties. The Labor Organization will notify the Employer at least five (5) days prior to the commencing of negotiations of who the Labor Organization negotiators will be. The Labor Organization President will request that the Labor Organization negotiators be released from duty on official time to participate in negotiations pursuant to Article 6-1 of this Agreement.

Section 3. Information Requests Related to Bargaining Changes

a. The Employer shall provide the Labor Organization adequate information about proposed change to allow bargaining to proceed in accordance with 5 USC Chapter 71.

b. The Labor Organization will ensure that any request for information is accompanied by a demonstration of Particularized Need in line with current case law precedents of the Federal Labor Relations Authority and appropriate courts.

c. If a dispute arises in the course of negotiations, the parties agree that bargaining will go forward. If no agreement is reached and the matter is placed before the Federal Service Impasses Panel (Panel), either party may raise the information dispute to the Panel, which shall be authorized by the parties to resolve the dispute consistent with law.

Section 4. Implementation

a. If the Labor Organization has timely requested negotiations regarding a mandated or other change, the Employer will, delay the implementation of such change until such time as the parties reach agreement on all negotiable issues connected with the change, unless the employer reasonably believes and the Employer is able to demonstrate that:

1. There is a mandatory implementation date or intent expressed by the source of the mandated change which requires implementation of the change prior to reaching an agreement.

2. The security or safety of employees or the accomplishment of its work objectives would be adversely affected by such a delay.

3. Nothing shall preclude the Employer from implementing a proposed change on or after the implementation date proposed in its original notice should the labor organization fail to meet an obligation under this agreement in a timely manner.

4. Notwithstanding the above, nothing shall affect the authority of the employer to take whatever actions may be necessary to carry out its work during emergencies.

b. If the Employer implements change based on above criteria, the Employer agrees to continue to bargain on negotiable matters until agreement or impasse is reached.

ARTICLE 2
PERTINENT INFORMATION AND DIRECTIVES APPLICABLE TO THE EMPLOYER AND THE LABOR ORGANIZATION

2-1 – EMPLOYER INFORMATION:

The Employer agrees to notify the Labor Organization of all changes to pertinent Employee Personnel Regulations and will make available electronically.

2-2 – LABOR ORGANIZATION INFORMATION:

The Labor Organization agrees to provide the Employer with any pertinent labor/management relations' directives that they receive.

2-3 – EMPLOYEE MANNING DOCUMENT:

A list of FMS 7 employee positions and names will be provided electronically via the HRO Full Time Document (FTD) to the Labor Organization, upon request to the HRO Classification Specialist. The list of FMS 7 positions, type, and grades are subject to change based on supportability of grades and funds availability. If FMS 7 is renamed in the future, only the list of employee positions and names of the newly renamed or renumbered FMS formerly known as FMS 7 will be provided.

2-4 – BARGAINING UNIT MEMBERS:

The Employer agrees to grant access to the Outlook Global address book to obtain names and email address of all bargaining unit members. The Labor Organization recognizes that it is responsible for maintaining the provided information.

2-5 – RESERVIST DIFFERENTIAL:

Reservist differential pay (authority originates in 5 U.S.C. 5538) may be available to employees. Reservist differential provides an employee deployed, by qualifying military orders authorization, to be compensated for an amount which the employee's military base pay and allowances would be exceeded by the employee's normal civilian pay for that specific pay period. Monitoring and computation of reservist differential benefits will be made with respect to and in conjunction with each pay period which would otherwise apply if the employees' employment had not been interrupted.

2-6 – MEETINGS:

Quarterly meetings between the Employer and the Labor Organization to discuss workplace matters will normally be scheduled to end at the end of the workday.

ARTICLE 3
LABOR ORGANIZATION STEWARD

3-1 – STEWARDS:

The steward is an official Labor Organization representative. The supervisors and steward shall strive to work together at the lowest level on any matter, which will affect the conditions of employment of the employees within the designated sections prior to any implementation of changes. It is understood that the steward may speak for the bargaining unit member employees of the section, but will not make decisions on contractual intent.

Pursuant to this agreement, the Labor Organization will designate steward consistent with the obligation to provide representatives to the bargaining unit.

3-2 – NUMBER OF STEWARDS:

An adequate number of stewards will be designated by the Labor Organization based on representational requirements so that each employee of the facility will have reasonable access to a steward. The Labor Organization may designate a temporary steward in writing to the Employer in the event all designated Labor Organization officials are sent TDY.

3-3 – LIST OF OFFICERS AND STEWARDS:

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

ARTICLE 4
LABOR ORGANIZATION BUSINESS OFFICE

4-1 – OFFICE:

The Employer will provide the Labor Organization with access to an individual office when necessary to conduct union business. No changes to office location or services will be made without notification to the Labor Organization, any such office relocation will, at a minimum, be able to accommodate furniture as described in section 4-3. Access to the office will be limited to Labor Organization representatives and escorted visitors when necessary to conduct union business. Emergency personnel will always be permitted access for purposes of investigating a true emergency. In the event that service type work-orders are required, the Labor Organization will be notified. The office space will be environmentally supported in the same manner as the rest of the building.

4-2 – TELEPHONE & EMAIL:

a. The Employer will provide telephone and internet service.

b. Right to use the Employer email system to send Labor Organization communications on both representation matters and internal Labor Organization matters to bargaining unit members, so long as the subject heading for the former includes “ACT Work Message” and for the latter includes “ACT Internal, Read on Non-Duty Time.”

4-3 – FURNITURE:

The Employer will provide the Labor Organization with access to a desk, chairs and a lockable file cabinet. In addition, the Labor Organization will be provided with one computer and one phone.

4-4 - EMPLOYER FACILITIES:

The Labor Organization has a right to use the Employer premises for Labor Organization meetings during non-duty hours upon coordination of with management.

ARTICLE 5
PAYROLL DEDUCTIONS

5-1 – WITHHOLDING FORM:

The standard form SF 1187 for dues deduction will be supplied by the Labor Organization and will be used as the authorization of payroll deduction for dues.

5-2 – PROCESSING:

The completed standard form will be given by the Labor Organization to the Payroll Office. Such requests must be handled promptly.

a. The standard form will be completed and certified as to the amount of withholding (.008 of base pay) and that the member has been advised of the contents of the form, and the individual's earliest date of dues revocation will be annotated on the form and initialed by the individual.

b. The standard form may be submitted at any time. The effective date for withholding will start the first pay period beginning after the processing of the form by the Payroll office. Adjustments to dues allotments will occur within two (2) pay periods whenever the member's rates 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 Labor Organization; when the agreement providing for dues withholding is suspended or terminated by an appropriate authority outside DOD or when the employee has been suspended from the Labor Organization.

d. It is the individual's responsibility when temporarily assigned outside the bargaining unit to maintain dues payments, if the employee so desires, in order to protect Labor Organization associated insurance, or other Labor Organization benefits.

e. Probationary/trial period employees are entitled to membership privileges as any other bargaining unit employee.

f. Employees must have been a dues paying member for a period of one year prior to submitting any cancellation.

5-3 – DUES REVOCATION:

The individual will turn the completed standard form into the Payroll Office.

a. The Payroll Office shall date and initial all copies of the standard form upon receipt from individual. The Payroll Office will provide the Labor Organization, within three (3) working days, a signed copy of the SF 1188.

b. The first pay period of September shall be the annual dues revocation date established by this agreement. The Payroll Office must receive all dues revocation forms not later than 1st of August. Dues revocation shall not become effective until the first full pay period in September.

ARTICLE 6
OFFICIAL TIME FOR LABOR ORGANIZATION REPRESENTATIVES

6-1 – OFFICIAL TIME:

a. Employees are entitled to use official time for any purpose permitted by the official time law, 5 U.S.C. § 7131 and any amendment thereto. The amount of official time to which an employee is entitled is the amount reasonably necessary to accomplish its purpose. The Employer may delay the start of official time to the extent reasonably necessary to ensure Employer work accomplishment, but must agree to adjust events for which the official time is needed to the extent the Employer controls or influences them and adjustment is reasonably necessary. (For example, if the Employer delays official time needed to represent an employee who is to be interrogated by the Employer, or needed to prepare for collective bargaining, the Employer also must agree to delay the interrogation, or the next bargaining session, as appropriate.)

b. An employee who requests official time will state its purpose and requested timing and duration. The Employer promptly will grant the request if (a) it is for a purpose permitted by the official time law and (b) the amount of time requested is reasonably necessary to accomplish the purpose. The Employer may grant the request but delay the start of the official time, and any related events, to the extent reasonably necessary, as provided in paragraph 1. If the Employer determines that (a) the request is not for a purpose permitted by the official time law, (b) the amount of time requested is not reasonably necessary to accomplish the purpose, or (c) delay of the start is reasonably necessary, the Employer must state in writing the facts and reasons on which the determination is based. The written statement must be provided contemporaneously with, or within a reasonable time after, the determination. If the determination delays the start, the Employer will state the approved start time, with supporting facts and reasons. If the determination disapproves the amount of time, the Employer will state the amount deemed reasonably necessary, with supporting facts and reasons.

c. Examples of purposes for which official time is permitted include, but are not limited to, investigation, discussion, research of subjects, and drafting of documents relevant to representational functions or other matters covered by 5 U.S.C. Chapter 71; travel to and from locations where these functions or matters occur or are performed; and preparation for and attendance at meetings, investigations, or hearings in connection with these matters. Representational functions and other matters covered by 5 U.S.C. Chapter 71 include, but are not necessarily limited to, actual or contemplated collective bargaining, grievances, arbitration cases, impasse proceedings, or other matters within the jurisdiction of the Federal Labor Relations Authority; pre-decisional involvement under Executive Order 13522; training in labor or personnel law or processes, or other representational subjects; and presenting views of the Labor Organization to the Employer or other executive branch officials, Congress, or other appropriate authorities to the extent not prohibited by law. Officer/Steward(s) conferring with employees and/or supervisors on grievances. Labor management meetings. Preparatory time for pre-negotiations, negotiations, appeal(s), grievances, complaints or scheduled meeting(s).

Travel time to and from pre-arranged meetings with the Adjutant General or other Employer officials. To prepare, maintain and file records and books required of the Department of Labor, IRS or other federally required forms. Labor Organization officials when representing Federal Employees by visiting, phoning and writing to elected representatives concerning desired legislation.

d. When meetings for purposes for which employees are entitled to official time are scheduled by the Employer to occur during times other than normal duty hours, the Employer will change the duty hours of the employees to include the meeting time, so that but for grant of official time the employees would be in duty status. Employees will be granted official time for the meeting and the duty hours added by the change will count in determining employees' entitlement to compensatory time. The same principle will apply to training that is scheduled by National ACT or a government Employer for purposes for which employees are entitled to official time, so that employees are granted official time for the training see 6-4.

6-2 – REASONABLE TIME:

The definition of what constitutes reasonable time under this article contains the following elements:

a. It is a matter which requires mutual agreement between the Labor Organization officer or steward and their supervisor or other Employer representative prior to the employee's release;

b. It may take into account the need to balance the effective conduct of the Employer's work with the rights of employees to be represented in matters relating to their employment;

c. It takes into consideration the amount of time that is necessary to accomplish the specific task for which time is requested.

If there is a dispute between the Labor Organization officer or steward and the Employers' representative of what constitutes a reasonable amount of official time, the dispute will be brought to the attention of the Chapter President and the Labor-Relations Specialist.

6-3 – REPRESENTATIVE TRAINING:

The Labor Organization is allowed official time for training of officers and shop stewards. To and from travel to the training site, during duty hours are an acceptable use of official time. The Labor Organization will provide an agenda to Labor Relations Specialist including the dates, time, and location of the training. HRO will review the agenda for the training and if a discrepancy arises from the review of the agenda, the HRO will contact the Chapter President to resolve the discrepancy. The Labor Relations Specialist will notify the Labor Organization and the respective supervisors/managers of the dates of the training within a reasonable time to accommodate attendance for the training.

6-4 – CIVILIAN ATTIRE:

Labor Organization representatives may wear civilian attire while performing representational functions. When official time is granted, it will include time reasonably necessary to change out of and back into military uniforms. These functions include the following:

a. While engaged in negotiations of any kind with Employer officials.

b. Scheduled Labor/Management meetings with Employer representatives.

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

d. Performing representational duties on behalf of bargaining unit employees.

6-5 – TERMS OF ADDRESS:

a. All communications, specifically orally or written, by the Employer to a bargaining unit employee who is a Labor Organization representative who is on official time under 5 U.S.C. Chapter 71 § 7131, and who is not wearing a military uniform; the Employer will not, in addressing the labor representative, refer to military status or rank; the appropriate address will be "Mr." or "Mrs." or "Ms.".

b. All communications, specifically orally or written, by the Employer to a bargaining unit employee, who is not wearing a military uniform, in connection with a grievance or arbitration under the negotiated grievance procedure or a disciplinary action, the Employer will not, in addressing the employee, refer to military status or rank; the appropriate address will be "Mr." or "Mrs." or "Ms.".

ARTICLE 7
WAGE-BOARD COMMITTEE REPRESENTATION

7-1 – LABOR ORGANIZATION PARTICIPATION:

a. The Employer recognizes the value of the contributions that can be made by its employees in developing wage policies and in conducting wage surveys, and will continue to seek the benefits which accrue from keeping the employees informed on wage matters. The Employer agrees to notify the Labor Organization promptly after receipt of a notification of a pending wage survey of the (027) District of Columbia Wage Area.

b. The Employer further agrees that representatives of the Labor Organization, if requested by the Area Wage Survey Committee, will participate in accordance with 5 CFR 532. Time required to perform required duties will be in an official time status and civilian attire is authorized.

c. When requested to do so by the Area Wage Survey Committee, the Employer will notify the Labor Organization and the Labor Organization will nominate Labor Organization representatives to serve as data collectors of the Area Wage Survey Committee on the basis of their qualifications to assist in the collection of wage data. It is agreed that due consideration will be given to selecting bargaining unit members who have the necessary job experience and who meet the required qualifications as data collectors, outlined in the OPM instructions. HRO Labor Relations Specialist will receive and forward representatives names to the affected Employer for approval.

d. In the event the Virginia Army National Guard is not the lead Employer, representatives of the Labor Organization shall, in any event, may be afforded time to meet with and discuss overall concerns with personnel conducting the survey, with Employer approval.

ARTICLE 8
NEW BARGAINING UNIT EMPLOYEE ORIENTATION PROCEDURES

8-1 – PROCEDURE:

The Employer will establish procedures to assure that a new bargaining unit employee will be counseled on all aspects of employment. The Labor Organization Chapter President or designee will be afforded time to meet with the new bargaining unit employee(s).

8-2 – NOTIFICATION:

The Labor Organization should be notified by management of all new bargaining unit employees.

ARTICLE 9
BASIC WORK WEEK - HOURS OF WORK

9-1 – ADMINISTRATIVE WORK WEEK:

a. An administrative workweek means a period of seven consecutive calendar days during which the employee's workdays are designated in advance.

b. A minimum of 80 hours is prescribed for each pay period.

9-2 – WORK SCHEDULES:

a. The basic workweek will utilize the compressed work schedule (CWS). Under 5 U.S.C. 6121(5), the tour of duty for employees under a CWS program is defined by a fixed schedule established by the Employer. (See also Comptroller General report B-179810, December 4, 1979.) There is no authority to establish hybrid work schedules that borrow selectively from the authority for flexible work schedules and the authority for compressed work schedules in an effort to create a hybrid work schedule program providing unauthorized benefits for employees or agencies.

b. The standard work schedule for the Virginia Army National Guard will be based on a CWS. The CWS will be established based on a fixed schedule, to include the Regular Days Off (RDOs). The Labor Organization will be afforded the opportunity to provide input to the annual work schedule, prior to implementation, in accordance with Article 28. Proposed elimination or deviations of the compressed work schedule will be negotiated in accordance with either Article 20-3 or Article 28-5.a., as appropriate.

9-3 – HOLIDAYS:

"In Lieu of" Holidays

All full-time employees on compressed work schedules are entitled to an "in lieu of" holiday when a holiday falls on a non-workday. In such cases, the employee's holiday will generally be the basic workday immediately preceding the non-workday. If the Employer, determines that a different "in lieu of" holiday is necessary to prevent an "adverse work impact", they may designate a different "in lieu of" holiday for full-time employees under compressed work schedules. The only exception is: If the non-workday is Sunday (or an "in lieu of" Sunday), the next basic workday is the "in lieu of" holiday.

An employee is not entitled to another day off as an "in lieu of" holiday if a Federal office or facility is closed on a holiday because of a weather emergency or when employees are furloughed on a holiday.

The following holidays are observed:

New Year's Day – First day of January
Martin Luther King Day – Third Monday in January
President's Day – Third Monday in February
Memorial Day – Last Monday in May
Independence Day – Fourth Day of July
Labor Day – First Monday of September
Columbus Day – Second Monday of October
Veterans Day – Eleventh Day of November
Thanksgiving Day – Fourth Thursday of November
Christmas Day – Twenty-fifth Day of December

Any other day designated as a holiday by Federal Statute or Executive Order

9-4 – SHIFT CHANGE NOTIFICATION:

Employees will be notified no less than two (2) weeks in advance of a shift change. Changes to work schedules are to be forwarded to the affected employee(s) by email notification and/or verbally by the Employer. The Chapter President will be notified of shift changes that affects the majority of the bargaining unit members.

A situation which imposes immediate and unforeseen work requirements as a result of natural or man-made phenomena/disasters or work related circumstances beyond the Employer's reasonable control or ability to anticipate, or the Employer determines that the activity would be seriously handicapped in carrying out its functions or that costs would be substantially increased, the Employer is excluded from the two (2) week notice requirement. In such an event, the Chapter President will be notified as soon as practical prior to implementation.

9-5 – CLEAN-UP TIME:

The Employer agrees to allow time immediately preceding the lunch period and at the end of each workday to permit employees engaged in work involving dirty, toxic, or hazardous substances, for personal clean-up, if necessary**.** Additional time will be allowed at the end of each workday to permit employees engaged in work-related activities to allow for the appropriate accountability and return of all tools and equipment and work-area cleanliness.

9-6 – LUNCH PERIOD & BREAK TIME:

a. Lunch periods, during which the employee is entirely free of duty in connection with the job, may not be considered duty time and must be scheduled outside the hours established for the daily tours of duty. The core lunch period is normally during the two-hour period at mid-shift, subject to management's right to assign work and IAW section 1-14 of CBA. When the regularly scheduled lunch period (uninterrupted 30 minutes) is interrupted by nonscheduled work, the employee may be granted the remainder of their lunch at an alternate time within the same shift or compensatory time IAW TPR 630,

which will be the exception and not the routine. If it appears routine that the lunch period is not available, then the matter will be handled IAW Article 20 of the CBA.

b. Two 15 min break periods are mandated. The times to be determined are to be agreed on by labor and management.

9-7 – HOLIDAY PAY:

If an employee works on a holiday that falls on a regular workday, or a holiday that falls on a day designated as “in lieu of holiday”, they are paid at twice the regular rate for not more than the number of hours in their regularly scheduled tour of duty. If the employee is required to work more than the number of hours in their regularly scheduled tour of duty, that employee is authorized compensatory time for all additional hours worked above the regularly scheduled tour of duty.

9-8 – ON-CALL STATUS AND CALL-BACK:

a. On-Call Status [5 CFR 551.431]. An employee may be placed in "On-Call Status" for specified period of time covering non-duty hours.

b. The employee must:

1. Retain the ability to perform their work

NOTE: Alcohol consumption and use of specific prescription or over the counter drugs are consistent with restrictions required to maintain the ability to perform work.

2. Remain within a reasonable commuting area from the duty station (usually must be able to depart to the duty station within an hour after call-back).

3. Provide a telephone number where they can be reached.

4. The employee may be allowed to make an arrangement in advance to have another employee report in his stead and notify the Employer of the arrangement. All proposed assignment changes must be approved in advance by Employer.

c. The employee will receive compensatory time for all hours actually worked when on-call, but will not receive compensatory time for being in "on-call" status. On-call should be used when need is anticipated, but there is no immediate, specific threat.

d. Any employee called in for duty on a day when work was not scheduled for them, or for which they are required to return to their place of employment, is deemed at least two (2) hours of compensatory time in duration. If the duty time exceeds the first 2 hours, an employee will be awarded compensatory time for the amount of time worked.

e. In the event that on-call or call-back duty is directed, duty will be assigned on a rotational basis.

ARTICLE 10
POSITION DESCRIPTION

10-1 – POSITION DESCRIPTION:

Position descriptions shall be an accurate listing of the major duties that are required by the Employer to be performed by the affected employee(s). When a new or revised Position Description (PD) is released, the Labor Organization and the affected employee(s) will receive a copy prior to implementation. If an employee(s) desires to contest the PD it will be conducted IAW TPR 511 or the grievance procedures located in Article 19.

10-2 – OTHER DUTIES AS ASSIGNED:

The term "other duties as assigned" as part of the position description is defined to mean reasonably related duties to the job/position. This does not preclude management from assigning additional, though unrelated, duties. Work assignments shall not be in violation of prohibited personnel practices nor any relevant law, rule, regulation or this agreement.

ARTICLE 11
TEMPORARY PROMOTION

11-1 – DEFINITION:

Temporary Promotions are personnel actions assigning an employee to a higher-graded position to meet temporary workload conditions and/or situations, absences of employees, pending authorization and classification of new positions or other types of operational manpower needs.

11-2 – PROCEDURE:

The Employer recognizes that assignments to higher-grade positions, duties, and/or training may ultimately lead to new or better job opportunities. Merit promotion procedures will apply to all the following situations:

a. Pending the advertisement, a temporary promotion may be made permanent without further competition if competitive procedures were used originally and all potential candidates were made aware that it could lead to a permanent position.

b. A temporary promotion should not be used for the sole purpose of training or evaluating an employee.

The employee must be informed in writing that the promotion is temporary and that they may be returned to their former position without adverse action procedures.

11-3 – TEMPORARY PROMOTIONS:

A temporary promotion is the appropriate way to meet a situation requiring the temporary service of an employee in a higher-graded position. Promoting an employee recognizes the increased responsibility and properly compensates them for the work being performed. Competition is not required for temporary promotion of 120 calendar days or less. A SF 50 will be submitted as a permanent record in the bargaining unit employees OPF recording the temporary promotion.

11-4 – TEMPORARY PROMOTION AND DETAIL ROTATION:

It is acknowledged, there are temporary promotions and details that exist from time to time that are not or cannot be filled due to Employer discretion. Temporary promotions and details should be distributed among the work force within the area of concern on a fair and equitable basis as determined by the qualification requirements for the detail established by the Employer.

11-5 – PROCEDURES:

Definitions

a. A detail is an official personnel action temporarily assigning an employee to a different established or pending position for a specified period of time with the employee returning to their regular assignment at the conclusion of the detail.

b. Details are intended to meet temporary workload situations, absences of employees, pending authorization and classification of new positions or other types of manpower needs that cannot be met by normal personnel placement actions.

Procedures

a. Details of less than 30 calendar days may be executed by the Supervisor. Details less than 30 days should be recorded by annotating the NGB Form 904-1. Details of 30 days or more will be processed with a SF 52 through HRO.

b. If an employee is assigned higher graded work for 15 or more calendar days, temporary promotion shall be considered.

c. The Employer realizes and acknowledges that details of employees out of their assigned position must be used in a judicious manner. Therefore, the following procedures are agreed to:

1. Qualified volunteers, as determined by the supervisor, for the detail, will be sought before non-volunteers are assigned.

2. To the extent possible, the Employer agrees to fill all employee position vacancies that may impact on bargaining unit members rather than use details.

3. It is recognized that there may be isolated instances when management cannot apply these procedures. In those instances, the Employer agrees to explain the circumstances to the affected employees and the Labor Organization.

ARTICLE 12
PERFORMANCE APPRAISAL SYSTEM

12-1 – INTRODUCTION:

The employer and the Labor Organization recognize the vital nature of the performance evaluation process to the entire bargaining unit work force. Therefore, the performance evaluation system will be IAW the current National Guard Bureau Regulations and the CBA. The effectiveness of the performance evaluation system is a combined responsibility of each employee and the employer.

12-2 – APPRAISAL PERIOD:

The Employer will insure employees will be given a performance appraisal annually. The Employer will utilize a performance evaluation system within the boundaries of the current National Guard Bureau Regulations. The supervisor should provide feedback to employee within 30-60 calendar days of completion of approved appraisal.

CRITICAL ELEMENT RATING DESCRIPTORS: The following definitions shall apply to the summary or overall performance appraisal rating IAW the current National Guard Bureau Regulations:

5 – Outstanding: Outstanding performance in one or more critical element and excellent performance for all other critical element(s).

4 – Excellent: Excellent performance in one or more critical element(s) and fully successful performance for all other critical elements.

3 – Fully Successful: Overall fully successful performance.

2 – Marginal: Below fully successful performance for one or more critical element, but at least marginal performance for all critical elements.

1 – Unacceptable: Fails to meet at least the marginal performance standard in one or more critical elements.

Not Rated Employee - did not have an opportunity to perform the critical element because it became obsolete or could not be accomplished due to extenuating circumstances.

A minimum of one hundred and twenty (120) calendar days supervision is required before an appraisal can be rendered or IAW the current National Guard Bureau Regulations.

12-3 – EMPLOYER:

Supervisors:

a. Will provide on-going (i.e., regular and timely) feedback in the form of meaningful dialogue with employees regarding their performance. Face-to-face is the preferred method of supervisory/employee dialogue for performance-based issues. Although supervisors have the primary responsibility for providing employees feedback, employees share the responsibility of identifying and communicating successes and difficulties relative to their assigned performance plan.

b. Interim Reviews: While ongoing informal dialogue and feedback are essential throughout the rating cycle, one or more formal interim performance reviews shall be conducted between supervisors and employees. At least one interim performance review shall be prepared and documented during the appraisal period. The interim review shall be documented on automated NGB Form 430, or a locally developed equivalent method.

1. A formal interim review shall acknowledge achievements and suggest areas for improvement, and provide meaningful dialogue and exchange of concerns. Developmental suggestions also may be provided to the employee, as appropriate.

2. Supervisors shall record the employee's receipt of the interim review and the manner in which the review was communicated (face-to-face, telephone, etc.).

3. Normally, the immediate supervisor will accomplish the interim review. To the extent practicable, if the immediate supervisor is unable to accomplish the interim review, he or she shall provide meaningful input to the manager responsible for accomplishing the review.

4. Interim reviews are subject to higher-level review to ensure consistency and fairness within and across organizations. The interim review is considered to be approved after higher-level review, and the supervisor has communicated the plan to the employee.

c. Will use only the established performance standards to appraise the employee's performance.

12-4 – EMPLOYEES:

a. Are encouraged to participate in and provide input in the development of performance standards and critical elements for their position.

b. Are encouraged to advise the Employer when there is a need to revise the performance standards and critical elements at any time during the appraisal period.

c. May request to meet with the Employer during the rating period to review their performance as compared to established standards.

12-5 – PROCEDURE:

The procedures for performance appraisal program will be in accordance with the current National Guard Bureau regulations.

12-6 – APPEALS:

a. An employee who disagrees with their performance appraisal may appeal their performance evaluation using the negotiated grievance process established within this contract.

b. The employee has the right to grieve at any time the content of a performance standard:

1. Which fails to incorporate law, rule or regulation
2. Which does not correspond to position description
3. Which does not accurately reflect the actual duties performed

12-7 – APPRAISAL OF LABOR ORGANIZATION OFFICIALS:

The times spent away from the assigned job by Labor Organization representatives in the performance of their representational duties should not be taken into account when accomplishing a performance appraisal. But rather, the performance appraisal should be based only on the performance of their officially assigned work.

12-8 – PERFORMANCE IMPROVEMENT PLAN (PIP):

Will be IAW with the current National Guard Bureau regulations.

12-9 – INCENTIVE AWARDS:

Non-supervisory employees are the majority of the workforce. The Employer agrees to provide upon request an itemized summary (without personal identifiable information) of incentive awards (SSP, QSI, and Time Off) provided for the previous fiscal year to non-supervisory and supervisory employees in the Virginia Army National Guard.

ARTICLE 13
TEMPORARY DUTY ASSIGNMENT

13-1 – GENERAL:

Affected employees scheduled for TDY will receive notice of assignment as it becomes available. The information will normally include, but not limited to, areas concerning pay, allowances, types of travel, types of quarters, use of charge cards and acceptance of them at the TDY location, and the names of supervisors in charge of all aspects of the work.

13-2 – ASSIGNMENT OF QUALIFIED EMPLOYEES:

Management will determine what qualifications are required based on the work requirements of a particular TDY assignment. For volunteer requests for assignment, see Article 11-5.

13-3 –DUTY STATUS:

a. When practical, travel will normally be arranged within the employees scheduled hours of work. When directed by the Employer to travel outside normal duty hours, compensatory time will be granted to an employee in accordance with applicable travel regulations.

b. An employee entitled to compensatory time off may at any time inform the employer of the date and time that the employee would prefer that time off to occur through the normal leave request procedures. (Currently form OPM-71). Employer officials will approve or disapprove leave request promptly and notify the employee.

c. Employees are entitled to use time off awards, compensatory time and annual leave during performance of military duty during deployments under title 32 or title 10. If the employee chooses to use leave (military, annual, compensatory, time off award) it will be done prior to the effective date of the SF 50, entering the employee into Absent Uniformed Service (AUS) status.

d. The use of employee sick leave may be authorized during military service with proper documentation. Sick leave requires approval and must be consistent with the statutory and regulatory (5 CFR 630) restriction criteria for use of Sick leave. Situations that normally warrant the use of Sick leave are:

1. Medical, dental, or optical appointments
2. Incapacitation for the performance of duties by physical or mental illness, injury, pregnancy, or childbirth
3. Care for a family member due to physical or mental illness
4. Bereavement purpose
5. To prevent spreading of a communicable disease
6. Adoption related purposes

e. When in an Absent Uniformed Service status, after the effective date of the SF 50, intermittent annual leave use is authorized during a deployment to prevent loss of holiday pay and other Federal service entitlements.

1. A balance of annual leave equivalent to a full employee duty day must be available to receive holiday pay. The annual leave has to be designated immediately prior to the holiday or immediately following the holiday. It is up to the employee to coordinate in advance with the employer their desires to accomplish the intermittent leave use.

2. For all other entitlement processes HRO and other representatives of the Employer are able to provide guidance.

13-4 – MODE OF TRANSPORTATION:

Employees will use the method of transportation administratively authorized on travel orders. Travel by privately owned conveyance may be authorized when employees are engaged on official business. Travel by privately owned vehicles will not be directed, but may be authorized at management discretion. When an employee is authorized to use~~s~~ a privately owned conveyance, reimbursement will be in accordance with Joint Federal Travel Regulations.

13-5 – TRAVEL VOUCHERS:

The voucher should be submitted within five (5) workdays after completion of travel. The completion of DTS vouchers and time spent obtaining per diem/travel arrangements may be accomplished while on duty status.

13-6 – TDY QUARTERS:

a. Lodging will house Army National Guard and Reserve employees in travel status according to the grade shown on their travel orders.

b. Employees on TDY will not be directed to occupy less than adequate quarters unless quarters are unavailable at remote locations.

c. Billeting for employees on TDY will be based on the installation's published standards. If the installation billeting office determines that quarters are not available, a certificate of non-availability will be obtained by the employee. Where adequate government quarters are not available, transportation between the duty station and quarters, and meal accessibility will be provided.

d. For a description of adequate quarters see Joint Travel Regulations (JTR).

13-7 – WORK SCHEDULES:

A proposed work schedule and schedule of events for TDYs should be provided in advance, when available. Employee work schedules should reflect known work requirements for the TDY.

13-8 – WORKING CONDITIONS:

The Employer agrees that an effort will be made to insure that adequate numbers of employees will support each TDY to insure the health, safety and welfare of each employee.

13-9 – PRUDENCE IN TRAVEL/ORDERS:

An employee on TDY will exercise the same care in incurring expenses and accomplishing a work that a prudent person would exercise if traveling on personal business. Excess costs, circuitous routes, delays or luxury accommodations unnecessary or unjustified in the performance of a work are not considered acceptable as exercising prudence. Employees will be responsible for excess costs and any additional expenses incurred for personal preference or convenience.

ARTICLE 14
HAZARDOUS DUTY AND ENVIRONMENTAL DIFFERENTIAL PAY

14-1 – PURPOSE:

It will be the policy of the Employer to eliminate or reduce, whenever possible, all hazards, physical hardships, and working conditions of an unusually severe nature. In those cases where corrective action does not practically eliminate the unusual severity of the hazards, physical hardships, and working conditions, the Employer will ensure that employees exposed to these conditions are properly compensated in keeping with government wide regulations as permitted by 5 CFR Part 550 and 532.

14-2 – HDP and EDP REQUEST:

a. Environmental differential pay requests will be handled in an expedient manner in accordance with 5 CFR 532.

b. The Labor Organization may have representatives on the EDP/HDP committee. Subject matter specialist may be used as required.

ARTICLE 15
HEALTH, SAFETY AND WELFARE

15-1 – GENERAL:

The Employer and the Labor Organization agree to exert every reasonable effort to provide and maintain a work environment conducive to the safety and well-being of employees. Environmental conditions include specifically adequate heating and air conditioning. Rules, laws and regulations related to safety shall be available to all employees and departments and shall be adhered to. It is acknowledged that certain tasks necessarily performed involve a varying degree of hazard.

15-2 – WORKERS COMPENSATION:

Employees shall report job connected injuries or illness within 24 hours to a supervisor and HRO. The Employer and the employees should ensure proper procedures are followed and that all necessary documents are completed. When the employee is incapacitated and unable to notify the employer of injury or illness, it shall be the Employer's responsibility to initiate required procedures as soon as they are aware an incident has occurred. Local processing of workers compensation claims will be coordinated with the HRO. In all situations involving OWCP claims, the HRO is available to assist the employee and if necessary ensure all required procedures are accomplished. In the event of an OWCP claim, HRO will advise the employee as to their entitlements and obligations under the Employee's Federal Compensation Act.

15-3 – EXTREME COLD:

The Employer and the Labor Organization mutually recognize the hazards of working in extremely cold temperatures, while at the same time, acknowledge the necessity for accomplishing certain tasks to varying extent even in the most extreme temperatures. It is acknowledged that it is the responsibility of each employee to insure the adequacy of cold weather gear worn and to make full and proper use of all such protective equipment prior to venturing out into extreme temperatures. The Employer will ensure the employee is provided approved/authorized foul/cold weather protective gear at no cost to the employee(s). Employees will take proper care of the gear to ensure maximum possible longevity without compromising work tasks.

a. The Employer acknowledges that there are certain cold factors which employees are incapable of performing sustained work.

b. 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.

c. If the Employer determines that employees will be subjected to a work environment below reasonable limits the Labor Organization will be contacted immediately.

15-4 – EXTREME HEAT:

The Employer and the Labor Organization 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. The Employer acknowledges that there are certain heat factors beyond which employees are incapable of performing sustained work. 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.

15-5 – TDY SAFETY:

When employees are sent to repair equipment at other than Field Maintenance Shop (FMS) full consideration will be given by the Employer as to the appropriate number of personnel by which such repair should be accomplished, vehicles to be used, meals etc., to insure both expeditious job accomplishment and safety of personnel.

15-6 – SAFETY GLASSES AND PROTECTIVE CLOTHING:

a. The Employer will furnish at no cost to the employees, safety eyeglasses to include prescription lenses to employees who are required by medical prescription to wear glasses, upon furnishing a request and justification and upon approval of the state safety officer. The employee will furnish a current eyeglass prescription or a new prescription as vision changes occur. All issued safety glasses broken on the job will be replaced at no cost to the employee.

b. All protective clothing and safety equipment required by applicable regulations will be provided by the Employer. Personal Protective Equipment, (PPE) related issues that may arise will be brought to the attention of the Employer by the Labor Organization.

15-7 – HAZARDOUS MATERIAL COMMUNICATION TRAINING PROGRAM:

Hazardous material information and training will be made available IAW current DOD directives and other military standards as may be required.

15-8 – SAFETY INSPECTIONS:

With prior coordination and approval, a Labor Organization representative, on official time has the right to be present during safety inspections or an inspection conducted by any state or federal Employer (OSHA) or persons contracted to perform these services.

15-9 – SAFETY REPORTING:

a. Safety hazard will be submitted to the immediate supervisor, unless circumstances dictate otherwise and then the immediate supervisor will be notified in a timely manner. A hazard may be reported by any person and may be submitted on any event or condition that affects safety. Hazard Reports may be submitted to the state safety officer in addition to the immediate supervisor.

b. Reportable safety hazards include, but are not limited to, unsafe procedures, practices, or conditions in the following areas:

1. Ground operation and maintenance of vehicles.

2. Operation and maintenance of facilities.

3. Training and education programs.

4. Work environment.

c. If an unsafe or unhealthy condition is observed, safety representative should report it to the appropriate supervisor. If the safety question is not settled, the matter will be referred promptly to the maintenance manager. In the event resolution is not obtained at this level, the Labor Organization will submit the problem to the Surface Maintenance Manager situation exists.

If after review and processing of the report by the, the originator is not satisfied; the employee may appeal IAW with regulations or file a grievance.

NOTE: Applicable Safety Regulations are on file electronically and are available to all employees.

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

1. In the case of imminent danger situations, employees shall report the situation 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 poses an imminent risk of death or serious bodily harm, coupled with a reasonable belief that there is insufficient time to effectively seek corrective action through hazard reporting and abatement procedures. In these instances, the employee must report the situation to supervisor or the next immediately available higher level supervisor.

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

4. Should the state safety officer Office decide the condition does not pose an immediate danger or if the Employer gives the instruction to return to work, with or without attempted corrective action, the employee must choose between;

   a. Setting aside their concerns and perform the work or;

   b. Disobey the order and risk disciplinary action, for example, insubordination.

15-10 – HIGH RISK OPERATIONS:

The types of employees normally assigned to perform hazardous tasks shall be those who have received appropriate briefings, instructions, training, or schooling pertinent to the hazardous task to be performed. The Employer shall provide appropriate safety and health training for employees. The method and means of performing hazardous tasks shall be those that incorporate all immediately available safety precautions and devices.

15-11 – PHYSICAL FITNESS:

It is mutually recognized that physical fitness is important to every employee's health, and is required for the eligibility of all employees. Employees are authorized two (2) hours per week of excused absence to participate in the physical fitness program in accordance with the TAG policy and the CBA. The three (3) hour excused absence time includes personal hygiene and amount of time needed to travel to and from to reach the physical fitness center. The immediate supervisor will ensure that every effort is made to allow employees to participate.

15-12 LISTENING DEVICES

The internal security practices of the Employer is a statutory right provided for in 5 U.S.C. Chapter 71. Listening and video devices will be brought to the attention of the Labor Organization IAW section 1-24 of this CBA and IAW The Adjutant General policy.

a. If listening and video devices are determined necessary in the confines of FMS #7 signs will be placed and employees will be notified. The signs will indicate that:

1. The devices are in the area

2. That collected materials may be cause for an investigation.

15-13 EMPLOYEE PARKING

Employee parking will be worked out between Labor Organization and Employer.

ARTICLE 16
LEAVE

16-1 – GENERAL:

The provisions of this article support the current leave policies established within TPR 630 and all applicable rules and regulations. The Employer will make no changes to any provision of the policy that may violate a government wide rule or statutory entitlement. Leave will be administered in accordance with the Virginia National Guard employee leave policy and CBA.

16-2 – ANNUAL LEAVE:

Annual leave will be administered on a uniform and equitable basis within the scope of applicable regulations. Supervisors are charged with the responsibility to consider the work requirements first, then the employees' desires when approving and/or disapproving leave. Every effort should be made to schedule leave in advance in order to allow planning and work accomplishment.

a. Scheduled Annual Leave: Each employee will forecast scheduled leave of 40 hours or more at least 180 calendar days prior to first day of leave. Each employee will be allowed to schedule annual leave in the amount that has previously accrued. The amount of annual leave that may be advanced is limited to the amount of annual leave an employee would accrue in the remainder of the leave year. Employees do not have an entitlement to advance annual leave. The Employer will make every reasonable effort to honor scheduled leave requests for the employees. In situations where there are more employees requesting leave for a particular period than can be approved due to work requirements, the following will be considered during multiple request: Date/Time of request.

b. Unscheduled Annual Leave: Employees requesting leave must contact and speak with their supervisors within two hours of the start of the duty day. If the unscheduled leave request is due to an emergency, management may request documentation to substantiate.

c. Annual leave will be charged to an employee's account in thirty increments.

d. A maximum of 240 hours of accumulated leave may be carried forward to the new leave year without forfeiture. Employee requests for carryover of annual leave in excess of 240 hours will be considered.

16-3 – SICK LEAVE:

Sick leave will be authorized in bona fide cases and may be granted orally or may require acceptable evidence. It is the responsibility of the immediate supervisor to ascertain whether absences are properly chargeable to sick leave. Sick leave is authorized upon request for all medical appointments including reasonable travel time as necessary for both local and non-local appointments.

a. An employee will notify the official designated by the responsible employer official, when they are unable to report to work due to an illness or injury within two (2) hours after the beginning of the work day. It is the employee's responsibility to keep the Employer informed of the date on which they expect to return to duty. The employee will notify the Employer of any changes to the date of expected return as promptly as possible.

b. The Employer may require an employee to provide a medical certificate to authorize sick leave.

Section 1 - Employer Authority to Require Certificate

The Employer may require an employee to provide a medical certificate to authorize sick leave for absences in excess of three (3) work days. Unless the Employer determines otherwise, an employee upon request will be authorized sick leave for absences that are three (3) work days or less without providing a medical certificate.

Section 2 - Notice to Employee of Certificate Requirement

If the Employer requires a medical certificate to authorize sick leave, of any duration, the Employer will inform the employee of the requirement in advance or within a reasonable time after the employee notifies the Employer of the sick leave request.

Section 3 - Determination that Sick Leave Record is Questionable; Notice to Employee

If the Employer determines that an employee's sick leave record is questionable due to absences for short periods at frequent intervals and reason to believe the sick leave privilege is being abused, or another reason the Employer will notify the employee of the determination and may advise the employee that a medical certificate will be required to support any future grant of sick leave regardless of duration.

Section 4 - Meetings to Discuss Notice

Upon the employee's request, the Employer will meet with the employee to discuss a notice. The Employer will afford the Labor Organization opportunity to attend the meeting unless the employee objects.

16-4-COMPENSATORY TIME

a. Overtime pay is not authorized for National Guard Employees. Compensatory time will be given to employees on an hour-for-hour basis for the amount of time spent by them in overtime work in excess of their scheduled tour of duty in accordance with applicable regulations. In the event an employee is called back, a minimum of two (2) hours will be considered standard. The employee is encouraged to explain circumstances which would justify an amount of compensatory time greater than that previously approved.

b. The administration of any necessary work is solely a function of the employer. Factors

which may be considered include: the nature of the work, the need for special skills, the priority of productive or support effort, and the numbers of employees required. The employer may also consider qualifications of employees in the functional area currently assigned a particular job, and outside activities of the employee.

c. Compensatory time may be used for performance of inactive duty training or active duty instead of annual leave or leave without pay (LWOP).

d. Employees retiring or resigning may only use accrued compensatory time prior to termination. Lump sum payment for unused compensatory time is not authorized.

e. An employee's right to compensatory time off is forfeited if the time off does not occur before retirement/termination or within the 26 pay periods authorized by DoD FM guidance. If the employer determines that an employee's request will not be granted, based on an adverse impact on the mission, the employer will inform the employee of the time periods when the employee may use compensatory time before it is forfeited and sign and approve a submitted leave request. The employer may cancel a previously granted request based on adverse impact on the mission. If a granted request is cancelled the employer will inform the employee of the time periods when the employee may use compensatory time before it is forfeited. For Compensatory Leave balances greater than 80 hours, employees should create a leave plan with their supervisor and be approved by the next level supervisor.

f. If an employee, determines that their retirement date is less than the time required to utilize all of the accumulated compensatory time, the employee may request in writing to postpone the retirement date. If denied, the supervisor will respond in writing with the reason for denial.

16-5 – FAMILY MEDICAL LEAVE:

a. An employee is entitled to a total of 12 weeks (480 hours) of sick leave each leave year to care for a family member with a serious health condition, which includes 13 days (104 hours) of sick leave for general family care or bereavement purposes. If the employee previously has used any portion of the 13 days of sick leave for general family care or bereavement purposes in a leave year, that amount must be subtracted from the 12-week entitlement. If an employee has already used 12 weeks of sick leave to care for a family member with a serious health condition, he or she cannot use an additional 13 days in the same leave year for general family care purposes. An employee is entitled to no more than a combined total of 12 weeks of sick leave each leave year for all family care purposes.

b. All technicians are eligible to use leave under the provisions of the Family Medical Leave (FML), except intermittent technicians (i.e., a part-time technician who does not have an established regular tour of duty) and technicians serving under a temporary appointment with a time limitation of one year or less. Eligible technicians must have completed 12

months of civilian service with the Federal Government (not required to be 12 recent or consecutive months).

c. Technicians shall be entitled to a total of 12 administrative workweeks of unpaid leave (LWOP) during any 12-month period for one or more of the following reasons:

1. Birth of son or daughter and care of the newborn;

2. Placement of son or daughter for adoption or foster care (within one year after placement);

3. Care for spouse, child, or parent with a serious health condition; or

4. A serious health condition that renders the technician unable to perform the essential functions of their position. In addition, a serious health condition must require continuing treatment by, or under the supervision of a health care provider.

d. Any of the following types of paid time off may be substituted: accrued or accumulated annual or sick leave, or leave donated to the technician under the voluntary leave transfer program, or compensatory time.

e. A supervisor may not deny or require a technician's right to substitute paid time off for any or all of the periods of FML leave.

f. A supervisor may not require a technician to substitute paid time off for any or all of the period of FML.

16-6 – CONTINUATION OF PAY (OWCP):

Employees are entitled to a continuation of pay status (COP) for a period not to exceed forty-five (45) calendar days (IAW Department of Labor guidance) for any covered incapacitating injury or recovery period required by a doctor when injured on the job and approved by OWCP.

NOTE: Early filing of a workman compensation claim form (CA-1 for an injury, CA-2 for illness/disease) is essential to assure full coverage for any job related injury or illness. COP is dependent on medical documentation to support the claim.

16-7 – LEAVE WITHOUT PAY (LWOP):

LWOP is an approved absence without pay upon the employee's request and supervisor approval. As a basic condition to the approval of LWOP, there should be reasonable expectation the employee will return at the end of the approved period. The Employer agrees to consider LWOP upon the request of the employee for situations where it is apparent that at least one of

the following benefits will result:

a. Increased job ability.

b. Protection or improvement of employee's health.

c. Retention of a desirable employee.

d. Furtherance of a program of interest to the government.

16-8 – LEAVE FOR BLOOD DONATION:

The Employer and the Labor Organization recognize the importance and humanitarian need for community blood donors. When community need for blood donors arise and work requirements allow, employees may be released in an administrative leave status. The maximum leave time will not exceed four hour of the day of blood donation.

16-9 – MILITARY LEAVE:

Military leave is a special form of leave granted to government employees for the purpose of performing military duty/training. The Employer agrees that no employee may be required to use military leave prior to use of other appropriate leave. Employees are provided the option of using other available leave first or commingling types of leave. Military leave is currently earned at 120 hours per fiscal year and charged on an hour-for-hour use for the time the employee would be in a civilian work status. An employee may carry up to 240 hours of unused military leave from one fiscal year to the next IAW TPR 630 and other governing regulations and laws.

16-10 – ADMINISTRATIVE CLOSINGS, DELAYS & DISMISSALS:

a. Administrative dismissal differs from excused absence in that excused absence normally addresses individual employees. Refer to TPR 630 and the CBA. Administrative dismissal is an absence when employees are released from duty because all or part of an activity is closed. Employees affected by these actions are generally excused without charge to leave and without loss of pay. In the event of hazardous weather conditions, natural or manmade disaster all full-time personnel will be available to perform essential operations.

b. Emergencies periodically arise and "emergency personnel" are designated "to determine who is essential for purposes of the emergency. When the Adjutant General or designated official appointed by the TAG authorizes the shutdown or closure of an activity or unit because of weather conditions or emergencies, i.e. loss of heat, water, power, employees may be granted administrative leave. Essential personnel may be required to respond.

c. Shop supervisor will inform employees of closures, early release, and late arrivals and identify emergency employees that are required to report for emergency situations.

16-11 – COURT LEAVE:

a. Court leave for jury duty is granted to all bargaining unit employees.

1. Court leave is an authorized absence, without charge to leave or loss of pay, of an employee for work status for jury duty, or for attending judicial proceedings in a non-official capacity as a witness on behalf of any party in any matter to which the United States, State, or local government is a party.

2. An employee who is under proper summons from a court should be granted leave of absence with pay for the entire period of court service.

3. Supervisors may require an employee entitled to court leave to return to duty or be charged with annual leave, compensatory leave, or LWOP if they are excused from court service for one day or even a substantial part of the day.

4. When in a court leave status, employees must forward fees collected to their payroll office. The employee is permitted to keep travel and per diem allowance for each day's attendance in court. Failure to forward fees collected will result in a charge to leave for the days covered by the fee payment. The employee may keep any fees earned on non-work days.

5. Evidence of Court Service. A copy of orders, subpoenas, summons, or official request to appear in court will be presented to the supervisor as far in advance of the court date as possible. Upon return to duty, the employee will submit evidence from the court reflecting dates of attendance in court.

b. Witness status - when an employee is assigned by the employer or summoned to testify in an official capacity or to produce official records the employee is in an official duty status and entitled to regular compensation without regard to any entitlement to court leave.

1. If the United States, State, or local government is a party in the judicial proceedings, court leave is appropriate regardless if the employee testifies on behalf of the government or a private party.

2. When the United States, State, or local government is not a party in the judicial proceedings, annual leave, compensatory leave, or LWOP is appropriate.

16-12 – EXCUSED ABSENCES:

With supervisory approval, an excused absence is an absence from duty authorized without loss of pay and without charge to leave.

Examples for which excused absence are authorized:

a. To vote or register in Federal, State, county or municipal elections The Adjutant General's policy will be followed.

b. To attend a conference or convention when it is determined that attendance will serve the best interest of the Federal service, with the Adjutant General approval or their designee.

c. Examinations are required as a condition of technician employment in the Virginia Army National Guard. Employees will be excused, without charge to leave or loss of pay, for periodic, baseline, or annual physical examinations as required by the state safety office or HRO. If not in a military pay status, Administrative leave is also authorized for medical issues required for military membership taken during regularly scheduled tour of duty hours. This will also apply for dental examinations required for military duty. Medical documentation will be provided to supervisor to invoke an excused absence in lieu of Sick Leave and requested on an OPM Form 71.

d. Tardiness and brief absences of less than one (1) hour when justified.

16-13 – FURLOUGHS:

A furlough will be subject to Impact and Implementation bargaining.

ARTICLE 17
MERIT PROMOTION AND INTERNAL PLACEMENT

17-1 – PURPOSE:

To provide procedures that will insure that each employee receives full consideration for all bargaining unit positions vacancies for which they qualify and apply for. It is fundamental to the operation of the Merit Placement Plan that currently employed employees receive consideration for promotion opportunities for which qualified.

17-2 – OBJECTIVES:

a. This article will be used for filling all bargaining unit vacancies in the excepted / competitive services and will be used for all promotions and competitive reassignments. The same qualification criteria will be used, regardless of candidate source, when filling employee positions.

b. To give employees an opportunity to receive fair and appropriate consideration for higher-level positions.

c. To insure maximum utilization of employees.

d. To provide an incentive for employees to improve their performance and develop skills, knowledge and abilities.

e. To provide attractive career opportunities for employees.

f. All competitive employees (non-dual status) will be hired by the competitive procedures of the MPP which is developed with NGB and OPM guidance/policy.

17-3 – EMPLOYEE RESPONSIBILITIES:

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(s) they are applying for.

17-4 – EXEMPTIONS TO COMPETITIVE PROCEDURES:

a. Promotion due to the issuance of a new classification standard, the reclassification of a position, or correction of a classification 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 was advertised with known promotion potential).

d. Re-promotion to the same grade or an intervening grade of a position from which an employee was demoted without personal cause and not at their own request, if the down-grading has occurred within two (2) years.

e. Trainees to the full grade of the position if they employee had received the position through previous competition.

f. Position changes required by the Reduction-In-Force (RIF) article of this agreement.

g. Selection of a former employee from the re-employment priority list for a position at the same or lower grade than the last one held. This provision is applicable to those who have lost employment as an employee with the Virginia National Guard within the last two (2) years as a result of a RIF.

h. Temporary promotion for 120 days or less.

i. Detail of an employee to the same or lower grade not to exceed, (NTE) 1 year or detail of an employee to a higher grade NTE 120 days.

17-5 – TEMPORARY INDEFINITE POSITIONS:

Indefinite appointments will be used when there is a need for a position to extend beyond one (1) year. Appointments with indefinite time limitations will normally be announced and filled using the procedures within this article. Indefinite appointees may be promoted, reassigned to other positions with indefinite status, or separated when there is no longer a need for the position. Indefinite appointees are eligible for health and life insurance, coverage under the federal retirement system and will accrue military, annual and sick leave. They do not have permanent status (tenure) and may be separated with a 30 day notice.

17-6 – VACANCY ANNOUNCEMENTS:

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

a. Title, series, grade, and salary range of the position.

b. Type of appointment - competitive or excepted.

c. Military Requirements - applicant does not have to be assigned to the position or possess the MOS to apply or be considered for selection.

d. Summary of duties and minimum qualification, general and specialized experience requirements.

e. Organization and geographical location of the position.

f. Opening and closing dates and how to apply.

g. Area of consideration.

h. Selection Placement Factors: any special job requirements, i.e., security clearance, driver's license, etc.

17-7 – VACANCY POSTING:

Vacancy announcements will be posted for a minimum of 14 calendar days for Groups I & II and a minimum of 30 days for Group III.

17-8 – AREAS/SEQUENCE OF CONSIDERATION:

All bargaining unit members will receive full consideration for positions that they apply and are qualified for, that provide upward mobility for the member. The areas of consideration for each specific position vacancy announcement will be in the following manner and sequence:

Excepted or Competitive Service:

Group I – Individuals currently employed permanent and in the Virginia ARNG.

Group II – Individuals who are current military members of the Virginia ARNG.

Group III – Individuals who possess the necessary qualifications for military membership in the Virginia ARNG.

Position vacancies other than those designated as above entry level may be opened to Group I, II and/or III at the option of the Selecting/Nominating Official and subject to the approval of the HRO. Applications will be accepted from all eligible individuals; however, Group I applicants (if any) will be afforded first consideration.

The referral certification of eligible candidates forwarded to the Nominating Official after minimum qualifications are determined by HRO. Group I applicants will be referred first with an applicant flag identifying their grouping. If no applicants are selected from the first referral certificate, HRO will issue the referral certificate for Group II applicants. The Employer will give first consideration to Group I applicants. This provision in no way infringes upon the right of the Selecting or Nominating Official to select or non-select from any group or properly certified eligible candidates.

17-9 – APPLICATION PROCEDURES:

Resumes must be submitted IAW the guidance posted on the advertisement on the USA Jobs website. The applicant's resume is the document by which the individual's qualifications for the

position are determined. It must, therefore, reflect the applicant's current and past employment data as well as all duty assignments, qualifications, and training. Complete and accurate information is essential to insure fair evaluation of candidates. **APPLICANTS MUST SPECIFICALLY ADDRESS THE BASIC ELIGIBILITY FACTORS (WHICH INCLUDE GENERAL AND SPECIALIZED EXPERIENCE) AS STATED ON THE VACANY ANNOUNCEMENT.** Along with the resume, supplemental forms that show all of the candidate's qualifications may be submitted.

17-10 – TIME LIMITS:

The selection process, will be concluded within sixty (60) calendar days after the vacancy announcement closing date unless extenuating circumstances exist.

17-11 – PROCESSING APPLICATIONS:

The HRO will evaluate the resume to determine that the applicant meets the basic qualifications/experience of the advertised position. The Human Resource Office will ascertain that only applications that are received before the closing date will be considered.

17-12 – REFERRAL OF CANDIDATES:

Following the determination of basic eligibility and evaluation of candidates (if applicable), HRO will certify to the Nominating Official candidates for consideration. Names will be listed alphabetically.

17-13 – ACTION BY SELECTING OFFICIAL:

The Selecting Official may select or non-select any candidate referred to them. Selections are based on job-related factors only and are subject to the approval of the Nominating Official and the Adjutant General or their designee. Upon receipt of the selection certificate, the Selecting Official will:

a. If all candidates are rejected, the Selecting Official will return the certificate through the Nominating Official to HRO with written justification as to why a selection was not made.

b. After making a selection, return certificate and applications to the Nominating Official.

17-14 – HUMAN RESOURCES OFFICE ACTION:

a. The Human Resource Office will notify the individuals on the certificate of the selection.

b. Arrange a release/start date of selectee.

c. HRO will notify and advise those individuals who did not meet the qualifications required for the position.

d. Reference Article 17-15(b) above. The HRO will notify the candidates as to the reason for the delay (i.e. lack of funding).

e. When the selecting official non-selects the entire referral certificate, HRO will ensure that written, definitive, reasonable justification is provided by the selecting/nominating official.

f. All employees, either dual status or non-dual status, who are hired from another state, or beginning their first excepted service appointment, must complete a one year trial probationary period unless they have already served one with the Virginia ARNG in a like position.

17-15 – RELEASE OF SELECTEE:

In cases involving the selection of a bargaining unit employee, the nominating official will coordinate a release date with the losing organization and the HRO. Release will normally be within 2 weeks following selection. If gaining and losing organizations are unable to agree on a mutually acceptable release date, the date will be determined by HRO.

17-16 – RECORDS RETENTION:

Sufficient records are required to allow reconstruction of the placement action to provide; for an evaluation of the merit promotion/placement plan, for a clear record of the actions taken, for proof that the filling of employee vacancies are being made on a fair and equitable basis in accordance with this article.

a. The following records are to be maintained in the HRO:

1. Copy of the vacancy announcement.

2. Copy of the referral/selection certificate.

3. Copy of all applications and attached documents.

4. Forms used in the evaluation and rating process.

b. Records are to be maintained for a minimum of two (2) years. If a grievance is pending, records will be maintained until resolution of said grievance or the two (2) years whichever is longer.

17-17 – GRIEVANCES:

a. A grievance will be considered valid when the employee has reason to believe the procedural guidelines herein have not been followed.

b. Valid grievances are processed through the negotiated grievance procedures.

c. A grievance will not be considered valid when it is based solely on non-selection from a group of properly ranked and certified candidates.

17-18 – INQUIRIES:

Should a non-selected employee wish to know the possible reason(s) for non-selection, they may contact the selecting official to gain additional feedback.

ARTICLE 18
DISCIPLINE

18-1 – GENERAL:

This article applies to matters of CONDUCT only; actions that relate to JOB PERFORMANCE will be accomplished in accordance with the Employer performance appraisal system and the CBA (Article 12). It is acknowledged that in some cases, disciplinary actions are necessary. The parties agree that discipline and adverse actions will be based on just cause and be consistently applied equitably and promote the efficiency of the federal service. Discipline should always be constructive in nature, seldom punitive and will not be used as a means of harassment to personnel.

The parties recognize that there are disciplinary actions and non-disciplinary actions.

18-2 – NON-DISCIPLINARY ACTIONS:

a. These types of actions will consist of counseling and admonitions with the employee by his supervisor. The employee will be advised of the specific infraction or breach of conduct and when it occurred.

b. To protect the confidentiality of the records (NGB Form 904-1) and to preserve the privacy of the individual, records will be maintained at the lowest level of supervision excluded from the bargaining unit and access will be limited to management/employees concerned and individuals to whom the employee has given written authorization. However, matters relating to sexual assault/harassment or EO issues will be reported to all appropriate management officials as required. Letters of Admonition will not be retained longer than 30 calendar days.

c. An appeal of Admonition may be made through the following appeal procedure:

1. Meet with the FMS Maintenance Manager to begin informal appeal.

2. Continue appeal to the Surface Maintenance Manager.

3. Alternative Dispute Resolution (ADR). (Step may be omitted if determined between the parties that ADR is not appropriate for resolving the particular issue)

NOTE: A successful appeal could cause any record of admonition to be deleted. If an admonition is removed, it may not be relied upon to support any subsequent action.

18-3 – DISCIPLINARY ACTION:

a. Disciplinary action consists of written reprimands and adverse actions (suspensions, reductions-in-grade and removals).

b. Before disciplining an employee, the supervisor will gather all available facts and discuss them with the employee, informing the employee of the reason for the investigation. After considering the employee's response, the supervisor will then advise the employee if the discussion resolved the matter. If the Employer decides a letter of reprimand is warranted, procedures will be in accordance with TPR 752.

1. Written reprimand will:

a. Normally be signed by the appropriate supervisor and cleared for procedural accuracy with HRO.

b. The employee may have a Labor Organization representative, if so desired at the time of issue.

c. Inform the employee that the letter will be filed as a temporary document in the Official Personnel Folder (OPF) until a specific date. Retention period will be twelve (12) months, unless related to a recurring problem.

2. 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.

c. If adverse action is decided upon, the procedure in Article 18-4 applies.

18-4 – ADVERSE ACTIONS:

a. Adverse Action is an administrative action that results in removal, suspension, or reduction-in-grade of an 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 employer/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 Employer 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 Employer's ability to fulfill its work, etc.)

b. This is a list of actions that are not considered an adverse action ref. TPR752.

1. Actions addressed in TPR 715, Voluntary and Non-Disciplinary Actions.

2. Performance-Based Actions that cover performance management in general (such as performance standards, ratings, etc.).

3. Actions based on classification or job grading determinations.

4. Reduction-in-force and furlough actions covered by TPR 300(351).

5. Discharge of probationary or trial period employees. (An adverse action procedure applies when suspending probationary or trial period employees.)

6. Mandatory retirements.

7. Denial of within-grade increases.

8. Actions excluded by law (i.e., political activity cases, Hatch Act violations).

9. Alleged loss or lessening of promotion potential.

10. Reduction of employee rates of pay from rates that are contrary to law or regulation.

11. Recording absences as absent without leave (AWOL can become the basis for initiating adverse action.)

12. Termination or reduction of entitlements that affect employee pay but do not involve any loss of base pay (e.g. night differential, hazardous duty pay, environmental differential pay).

13. Actions that entitle employees to grade or pay retention or actions to terminate such entitlements.

14. Terminations of temporary or indefinite type appointments or termination of temporary promotions

15. Placement of employees serving on an intermittent or part-time basis in a non-duty status in accordance with conditions established at the time of appointment.

16. Details to lower-graded positions without a change in official position assignment or loss of pay.

c. Adverse actions should not be initiated by any supervisor without consulting with and obtaining guidance of the HRO before issuing proposed adverse action and original decisions. The counting of the days do not include the day of delivery from the Employer to the employee. The following, as required by the Employer regulation TPR 752 & 752-1 will be the sequence of events for an adverse action:

1. Employees will be given a proposed adverse action signed by the individual proposing the action. The employee or the representative will be given the opportunity to reply to the charges, in writing and/or in person, to the deciding official.

a. The employee will be given Twenty (20) calendar days to reply to the proposed action. All requests for extension of time limits will be made to the Employer official that will act next in the process. Requests must be in writing or by email. The facts and reasons supporting the need for the requested extension must be included in the request, but the official may grant any request and initial requests for short extensions routinely should be granted even if unsupported by stated facts and reasons. A written or email response will be made to each request for an extension either granting an extension to a date certain or if denying the request the reasons why the extension was denied.

b. Materials relied upon to support the action will be provided to the employee or their representative at the employees request.

c. The Employer must provide a reasonable amount of excused absence for the employee to prepare their reply. At a minimum, this is four (4) hours and should be longer if the circumstances require.

2. The employee will be given a Notice of Original Decision, signed by the deciding official that will state the specific action being taken. Upon receipt of the decision the employee has twenty (20) calendar days to file for an appellate review by the Adjutant General or an Administrative Hearing conducted by a National Guard hearing examiner or an advisory alternative dispute resolution hearing (ADR).

a. An employee requesting an appeal shall state their preferred method of appeal. The appeal request will also include whether or not the appellate has designated representation.

b. If the employee requests an administrative hearing, the HRO, will submit a written request to NGB for an examiner. In-turn, the HRO should request a hearing examiner within fifteen (15) calendar days. If there are any conflicts of interest with the hearing examiner, the issue will be forwarded to NGB for provision of another hearing examiner. The hearing will be before the selected hearing examiner who will provide a recommendation to The Adjutant General. The Adjutant General will consider the recommendation in making the final decision. The hearing Examiner per diem and travel expenses will be paid by the Employer.

c. If the appellate review process is selected, the appellate review will proceed by the requirements outlined in TPR 752 & 752-1 and the CBA.

1. The deciding official will provide the information that was used to determine the adverse action at the employee’s request

2. If the appellant requests an oral presentation with the Adjutant General, the appellant will do so in writing using the attached form. See Appendix 1

3. The time limits for the appellate review may be extended by mutual agreement.

d. If an ADR hearing is requested, the Employer and the appellate and/or their representative shall meet to determine the procedural aspects. If agreed upon to proceed, a solution obtained through the ADR process is binding.

e. "The fact that an adverse action is being processed does not require that an employee be prevented from performing their normal duties. In cases where there is no good reason to do so the employee will continue with their normally assigned duties." Where the continued presence of the employee may have an adverse impact on the work, cause a safety concern or will unduly disrupt the work area, the employee may be suspended from duty with pay until such time as an original decision is rendered or the end of the 30 day notice of removal period. Suspension with pay is not an adverse action. If an employee is suspended with pay, arrangements must be made with the employee and/or their representative for the preparation of their reply and/or appeal. This must include access to documents and witnesses who voluntarily wish to meet with the employee or their representative.

f. An Adverse Action will be carried out if there is no appeal to the action or the appeal procedure has been exhausted and the action upheld in accordance with 32 USC §709.

18-5 – REPRESENTATION:

a. Prior to discussions that may lead to disciplinary or adverse actions; the employer or person/persons performing an investigation role for the Employer will notify the employee of the right to Labor Organization representation. If the employee accepts representation, no further questioning will take place until the representative is present. If the employee chooses not to have representation that waiver must be in writing. The Labor Organization will be served a copy of this waiver.

b. An investigatory interview will, if representation is requested, be delayed for a reasonable amount of time until the employee(s) representative can be present.

c. An Employer who is conducting an investigatory interview will notify the employee that the interview may lead to disciplinary action and that the employee has the right to remain silent and may refuse to give a written statement until a representative is present, or representation has been declined in accordance with Article 18-5a., above.

18-6 – RECORDS:

a. The employee or their representative is entitled to review, copy or receive the materials that make up the basis for the proposed action letter; this includes having witnesses identified and, if the witnesses consent, the right to interview them. These materials may be provided as copies when the proposed action letter is presented or may be made available for examination and copying at a later date. If they are not provided as copies at the time that the proposed action letter is presented, the time for the employee's response does not start until the materials are made available to the employee or their representative. When the documents relied upon are part of the public domain, reference to the portion of the law, regulation, policy, etc. is sufficient delivery if the employee or their representative has access to the material. Material that cannot be made public, such as classified material or confidential information, cannot be used as the basis for an adverse action.

b. Informal notes made by supervisors that allege infractions, tardiness, and the like, cannot be used in proceedings against employees, unless disclosed in a reasonable timeframe.

c. No written entry will be made in an employee's files concerning non-disciplinary and disciplinary matters without the knowledge of the employee. The employee will initial the entry. The employees' initials acknowledge receipt and awareness of the content of the entry that has been made. Initialing the entry does not constitute an admission of guilt or agreement with the entry.

ARTICLE 19
GRIEVANCE PROCEDURES

19-1 – GENERAL:

Bargaining unit employees are required to use this agreed to grievance procedure as the sole means of resolving all complaints covered by this article. The employee retains the right to request Labor Organization representation in the grievance procedure or to decline such representation. If the employee chooses not to have representation, that waiver must be in writing. The Labor Organization will be served a copy of this waiver. However, the Labor Organization will be given the opportunity to have a representative present during all grievance proceedings to ensure that the adjustments of the grievance are not inconsistent with the terms of the agreement. A grievance will be formally presented normally not later than thirty (30) days after the grievance took place or the individual becomes aware of the events that constitute the grievance, whichever is later. Failure of a grievant to proceed with a grievance within any of the time limits specified within the grievance procedures shall render the grievance void or settled on the basis of the last decision given by management, unless a written waiver of the time limits has been agreed upon. The waiver shall specify the amount of extension of time granted and must be signed by both parties. Failure for the Employer to respond within the prescribed time limits, the grievant may proceed to the next step unless waiver has been obtained.

All time limits within Article 19 may be extended with approval by the Employer and the Labor Organization.

19-2 – DEFINITIONS:

A grievance is:

a. by any 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 any employee, labor organization, or employer concerning:

1. the effect or interpretation, or a claim of breach, of a collective bargaining agreement; or

3. any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

A grievance does not include a complaint concerning a term or condition of military service within the meaning of 10 U.S.C. § 976.

19-3 – REPRESENTATION:

The Labor Organization is assured the right to represent itself and/or each and any employee in the bargaining unit in the presentation and processing of any grievance. In addition, the employee is not precluded from:

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

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

19-4 – GRIEVANCE PROCEDURE EXCLUSIONS:

It is agreed that this negotiated procedure is a full coverage procedure except for those matters specifically excluded by law from the coverage of this agreement. In addition, matters excluded from the negotiated grievance procedure are:

a. Any claimed violation relating to prohibited political activities (Hatch Act Violations).

b. Retirement, life insurance, or health insurance.

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

d. Any examination, certification, or appointment.

e. The classification of any position which does not result in the reduction in grade or pay of an employee.

19-5 – EXCLUSIVE PROCEDURE:

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

19-6 – EMPLOYEE RIGHTS:

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

19-7 – GRIEVANCE FILE:

For grievances that are not settled at the local level, a grievance file should be established and

maintained by the Labor Relations Specialist in the HRO.

19-8 – PRESENTING A GRIEVANCE:

a. A grievance must be presented using the agreed upon grievance form and following the process as outlined in Article 19-10.

b. The Labor Organization has the right, on its own behalf or on the behalf of the bargaining unit employee(s), to present and process grievances.

c. If an employee or group of employees elects to present a grievance without the assistance of the Labor Organization, adjustments of the grievance may not be inconsistent with the provisions of this agreement.

d. Once the completed form is received by the Employer, the appropriate supervisor involved will notify the Labor Organization and Labor Relations Specialist at HRO of initiation of the grievance.

19-9 – OFFICIAL TIME:

A reasonable amount (as referenced in Article 6-2) of official time will be afforded to a Labor Organization Representative IAW Article 6.

19-10 – EMPLOYEE GRIEVANCE:

a. Every effort should be made by the Employer and the employee to resolve issues at the lowest possible level. At this informal stage, the employee and the representative will meet with the appropriate supervisor(s) concerned and an attempt will be made to resolve the issue(s) that caused the grievance/concern. The employee and their representative will notify the immediate supervisor that they are meeting about an informal grievance. The immediate supervisor will respond to the employee and their representative within 10 working days if the issue is unresolved during the informal meeting.

b. If not resolved, the formal grievance process utilizes Step 1 to Step 3 (below) and can be stopped at any time the affected parties agree on a resolution.

STEP 1

The grievance will be prepared in writing, utilizing the agreed upon form (**see Appendix 2).** The grievance will be presented to the next higher level of supervision that can resolve the grievance. An information copy of the grievance will be forwarded to the HRO/Labor Relations Specialist. The grievance and information will be discussed at the time of presentation of the grievance. The Employer official will provide a determination of settlement, in writing, to the individual within ten (10) working days.

STEP 2

If the Grievant is dissatisfied with the decision offered at Step 1, an appeal may be made to the next level of supervision within the fulltime supervisory chain within ten (10) working days. The employer official will provide a decision, in writing, within ten (10) working days to the grievant and/or the Labor Organization.

STEP 3

a. If the grievant is dissatisfied with the decision offered at the Step 2 level, they may, within ten (10) working days present the grievance in writing to the Adjutant General. The same written grievance along with all the other step decisions and the grievant's rejections will be presented to the Adjutant General in one package.

b. The Adjutant General will render a written decision within fifteen (15) working days from receipt of the grievance. In all cases, the decision of the Adjutant General is final, unless arbitration is invoked as provided in Article 19-13.

19-11 – LABOR ORGANIZATION GRIEVANCE:

a. The Labor Organization agrees to consider an attempt to informally resolve the grievance at an appropriate level prior to formal presentation.

b. The following procedures will be utilized for all formal Labor Organization grievances:

STEP 1

Labor Organization initiated grievances will name the representative of the Employer whom the Labor Organization has determined to be the violator as the respondent. Grievances will be prepared in writing and submitted. The event(s) leading to the grievance will be discussed with the violator at the time of the presentation of the grievance. The violator will provide a decision, in writing, within fifteen (15) working days, to the Labor Organization Chapter President. If the Adjutant General is the charged party step 2 is not necessary.

STEP 2

If the Labor Organization is dissatisfied with the decision of the head violator is other than the Adjutant General, an appeal will be forwarded to the Adjutant General within fifteen (15) working days. If Adjutant General does not sustain the grievance, a reason in writing will be provided to the Labor Organization within fifteen (15) working days.

19-12 – RIGHT TO INFORMATION:

Upon request and subject to Federal law and regulations, the Employer will supply the Labor Organization with any investigation reports and/or documents used in the original action when

denying a grievance. This is to insure the Labor Organization has all the necessary information for a determination to invoke or not invoke the provisions of Article19-13.

19-13 – ARBITRATION PROCEDURES:

a. Arbitration may be used to settle unresolved grievances.

b. Only the Labor Organization or the Employer may invoke the provisions of this section.

c. If either party questions if a matter is arbitrable because of alleged conflicts with applicable existing law or circumstance(s), the arbitrator will simultaneously hear the question regarding if the matter is arbitrable and the merit(s) of the case. The arbitrator will then rule on the question regarding if the matter is arbitrable and when applicable, the subsequent question(s) on the merits of the case.

19-14 – ARBITRATOR SELECTION:

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. Within ten (10) working 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 eliminate (the respondent party will eliminate first) the names from the list until only one (1) name remains. The individual's name remaining will be duly selected to hear the grievance. 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. If either party fails to participate in the selection process, the arbitration action will proceed with the requesting party accomplishing the selection.

NOTE: If the chosen arbitrator cannot hear the case within thirty (30) calendar days the intent of Section 19-14 is to allow the parties to select from the remaining names on the list or the requesting party may request a list of seven additional names.

19-15 – ARBITRATION EXPENSES:

Expenses incurred for the arbitration will be shared equally by the Employer and the Labor Organization. If a transcript is required by the arbitrator or used during the arbitration proceedings, the expenses will be shared equally by the Employer and the Labor Organization. Upon request, a copy of the transcript will be provided to the Employer and/or Labor Organization but must be paid by the party requesting a copy.

19-16 – DATE AND LOCATION:

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

19-17 – FLRA EXCEPTIONS:

The parties understand the Federal Labor Relation Authority has promulgated regulations providing for filing of exceptions to an arbitrator's award. The period for filing of exceptions is not later than thirty (30) 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 thirty (30) calendar day period, the award shall be final, binding and effective on the thirty first (31st) day.

19-18 – 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 20
REDUCTION-IN-FORCE

20-1 – GENERAL:

Procedures relating to reduction in force will be governed by provisions of National Guard Bureau Regulation TPR 300.351 and the CBA.

20-2 – APPROPRIATE ARRANGEMENTS:

The first step is to notify the Labor Organization concerning any changes and, upon request, bargain on negotiable proposals.

Definitions:

a. Reduction-in-Force (RIF): A reduction-in-force occurs when an employee is released from a competitive level by separation, change to lower grade, furlough for more than 30 days, or reassignment involving displacement of another employee. Such action may be due to a lack of work or funds, reorganization, transfer of function, or the need to make room for an employee exercising restoration rights.

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

c. Competitive Levels: A competitive level consists of all positions within a competitive area, which are in the same grade, same service (Excepted or Competitive) and are so alike in qualification requirements, duties, and responsibilities that incumbents can be moved from one position to another without undue interruption to the work program. Establish separate competitive levels for:

1. Part-time and full-time positions.
2. Excepted and competitive service positions.
3. Supervisory positions will not be placed in the same competitive level as non-supervisory positions.

d. Tenure Groups: Employees are divided into three (3) tenure groups:

1. Tenure Group I – Permanent excepted service Employees who have successfully completed a trial period.

2. Tenure Group II – Permanent employees serving on a trial periods.

3. Tenure Group III - Employees who serve under indefinite appointments in the excepted service (Temporary Employees).

20-3 – EMPLOYER RESPONSIBILITIES:

Many of the actions involved in reduction in force planning can take place simultaneously and may include the following:

a. Meet with the Labor Organization upon request to explain of the need for a reduction-in-force and the procedures to be used and upon request, bargain on negotiable proposals.

b. A total freeze on all vacancies or promotion actions, except for positions that must be filled due to work necessity.

c. Provide briefings to keep the employee workforce informed.

d. Assuring that applicable regulations and guidance relied upon for the execution of the RIF are available for management, the labor organization and employee review.

e. Reviewing criteria to determine need for a major reduction in force and consider use of options to lesson or eliminate the need for a RIF; such as management-directed reassignments (TPR 715), separation pay incentives, employee-requested downgrades, furloughs, voluntary retirements, elimination of temporary employment, and hiring restrictions.

f. Provide placement assistance and counseling to include contact with other States, local Federal activities, local government and private employers.

20-4 – RETENTION REGISTER:

Establishes separate registers for different competitive levels. Arranges the employees' names on the register in descending order within each competitive level by tenure group, length of service and performance appraisal score. However, the readiness of the organization must be taken into consideration. The Employer may adjust the list based on experience and length of service criteria to minimize interruption or accomplishment of the work. It is recognized that separate competitive levels may be required within the same series and grade and within the same trade or

occupation when differences exist that are significant in recruitment, training, or areas of assignment; for example, an electronics mechanic (radar) and an electronics mechanic (power equipment). Exceptions will be disclosed to the Labor Organization.

a. Employees shall be listed on a retention register on the basis of their tenure of employment, performance and length of service~~,~~ in descending order as follows:

By Tenure Group I, Group II, Group III

b. The service computation date (SCD) will be used as a tie-breaker if two or more employees in the same tenure group have the same retention score. Employee service date (TSD) will only be used as a second tie-breaker in the event that two or more employees have the same retention standing and service computation date.

c. Once authority for a reduction in force has been received, receipt of a new performance appraisal will not affect the employees standing in the current reduction in force.

20-5 – NOTICES:

a. General Notice

A General Notice is a written notice, with an expiration date, that informs the workforce about anticipated organizational changes when specific information about how each employee will be affected is unknown. The general notice discusses any changes in the organization that may involve the work, function, location, and number/types of position and employees.

b. Specific Notice

A Specific Notice is a written notice, addressed to each employee involved, which describes what specific action will occur and its effect on each employee. The employee must receive specific notice a minimum of 60 days before the effective date.
As a minimum include the following information:

1. Reason for action
2. Specific action that will be taken (reassignment, demotion, separation, etc.) and effective date.
3. Title, series, grade and salary of new job offer.
4. If applicable, reasons for any exceptions to retention order.

5. Where the Employee may review retention registers and RIF regulations and the HRO personnel specialist to contact for information.

6. Appeal rights, how to file them and any time limits imposed.

7. Explanations of all benefits due such as grade and pay retention, severance pay entitlement and retirement eligibility.

8. Eligibility for additional placement assistance (e.g., OPM's IPP; DoD Priority Placement Program; Reemployment Priority List; Defense Outplacement Referral System; and Job Training Partnership Act Program).

9. Requirement for the individual to acknowledge receipt of the notice by signature, if delivered in person, or by return receipt, if mailed.

20-6 – APPEALS:

a. A competing employee may appeal to the Adjutant General when he has received a specific notice of reduction-in-force, and he believes that the Employer incorrectly applied the provisions of this contract article, or TPR 300.351.

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:

   a. Name

   b. SSAN

   c. Position title

   d. Series and grade

   e. Position description control number

   f. The place of employment

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

b. Extension of Time Limit: The Employer 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 their control prevented them from appealing

within the time limit.

c. Decision on Appeal: The Employer will issue a written decision and, where applicable, direct the HRO to take any necessary corrective action and forward the decision to the employee and/or the Labor Organization. The decision of the Adjutant General is final and there is no further right or appeal.

d. Corrective Action: The decision of the Employer 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 Reduction-In-Force action.

ARTICLE 21
EMPLOYEE ASSISTANCE PROGRAM

21-1 – GENERAL:

The parties recognize the importance of programs established for the welfare of employees. The Employer and the Labor Organization agree to encourage employee participation in appropriate programs. The Employer agrees to provide the assistance program to employee's IAW law, rule, regulation and available resources.

21-2 – OBJECTIVES:

The objective of the Employee Assistance Program (EAP) is to identify and assist employees with behavioral or personal problems that impact upon work performance or disrupt interpersonal relations with other employees in the immediate work environment. Employees can seek assistance through Military One Source, Director of Psychological Health (DPH) or through the Employee Relations Specialist in the HRO.

21-3 – PROGRAM SCOPE:

The scope of this program includes, but is not limited to, substance abuse, emotional, financial, marital, legal and physical problems.

The parties recognize that the program is designed to be carried out as a non-disciplinary procedure aimed at rehabilitation of persons who suffer from a health or other personal problem(s).

a. If an employee requests assistance under the program prior to any supervisory official awareness, and there has been no adverse performance or conduct of the employee, the supervisory official will offer guidance and direction to obtain the assistance.

b. If an employee is referred by the supervisor and participates in the program, the responsible supervisory official may give consideration to this fact in determining any appropriate disciplinary action based upon the employee's performance and conduct on the job.

21-4 – CONFIDENTIALITY:

An employee whose performance or conduct indicates a problem may be referred to the Employee Assistance Program Coordinator (EAPC)/Employee Benefits Specialist. The confidential aspects of employees with medical/behavioral problems shall be maintained. Neither, EAP personnel, counselor, or management officials shall reveal the name of a person, seeking assistance, being assisted or having been assisted, or the nature of the assistance/progress, without the employee's written consent in accordance with the Privacy Act.

ARTICLE 22
CLASSIFICATION ACTIONS

22-1 – GENERAL:

General. An employee position may be re-classified at the lower grade when the applicable standard has changed, when a reclassification occurs due to erosion of duties, or when a classification or job-grading error has occurred.

Notice of Reclassification Action. When it is appropriate to classify an employee position to a lower grade, the employee assigned to this position will be given a 30-day Notice of Reclassification Action with the following IAW TPR 511.

a. Provide the employee a written explanation of why their position is being classified to a lower grade; together with a copy of the new position description.

If the position was previously classified (graded) in error, the Notice of Reclassification Action provides an explanation of how the application of the new job standard resulted in the position being classified at the lower grade.

1. When an Office of Personnel Management (OPM) classification decision results in the downgrade of an employee position(s), the requirement for specificity and detail is met by referring to, and providing the employee, a copy of the OPM classification decision.

NOTE: A copy of the OPM classification decision will also be forwarded to the Labor Organization through HRO. In the event of a formal meeting between the Employer (HRO) and the employee(s) regarding the reclassification action, Labor Organization representation will be in attendance.

2. When a position(s) downgrade is the result of an organizational or work change, the employee must be informed as to why and how their employee position is affected (e.g., a reduction in supervisory responsibilities or a change in the type of equipment serviced).

b. Inform the employee of grade and/or pay retention benefits, if eligible, to include the conditions under which their benefits would terminate.

c. Include a statement of the employee's right to file a classification appeal in accordance with the procedures contained herein. Advise the employee they may appeal only the classification decision. Using the administrative grievance system to appeal an adverse classification action is not appropriate in this circumstance.

d. In order for an employee to be entitled to retroactive benefits, the employee must be advised that when not covered by grade or pay retention, they must file a formal appeal

of the classification decision/action no later than 15-calendar days following the effective date of the position being classified to the lower grade.

e. For employees not entitled to grade retention, describe the efforts taken by the Virginia National Guard to reassign the employee and advise the employee as to why these efforts failed.

f. If the classification decision/action results in a position downgrade of more than one grade, describe the efforts taken by the Virginia National Guard to place the employee at intervening grades and advise the employee as to why these efforts failed.

g. Include a statement of the arrangements that will be made to accommodate the employee should they wish to review a complete list of considered positions to include qualification requirements for each position.

ARTICLE 23
EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

23-1 – POLICY:

The Virginia Army National Guard, IAW Department of Defense (DoD) and Army National Guard (ARNG) policy does not condone or tolerate unlawful discrimination or sexual harassment. These policies, along with applicable local and federal law, assure equal employment, development, promotion and treatment of the National Guard employees. The Employer and the Labor Organization agree to cooperate to the fullest in providing equal employment opportunity for all qualified applicants and employees and to prohibit discrimination because of race, color, religion, sex, national origin or (where applicable) age or disability. Both parties agree to promote an environment free of unlawful discrimination and support all programs for equal employment opportunity through a positive and continuing effort.

23-2 – EEO COMPLAINT PROCEDURES:

Any employee who believes he or she may have been discriminated against because of race, color, religion, sex, national origin or (where applicable) age or physical ability may file an equal employment opportunity (EEO) complaint through the respective statutory procedures by contacting a designated EEO representative for that specific area and duty status. Members designated as a dual-status employee or non-dual status employee may raise EEO complaints within 45 days of the occurrence of an alleged discriminatory action under statutory (see National Guard Regulation 600-690 Vol. I and II as well as Part 1614, Title 29 Code of Federal Regulations where applicable) or negotiated grievance procedures, but not both. An election to proceed formally is indicated by filing: (1) a grievance in writing or (2) a written formal EEO complaint under National Guard Regulation 600-690 Vol. I and II as well as Part 1614 where applicable. Use of the informal EEO pre complaint process and/or Alternate Dispute Resolution (ADR) does not constitute a formal election.

23-3 – COMPLAINTS ALLEGING SEXUAL HARASSMENT:

a. The Employer and the Labor Organization agree that sexual harassment in the workplace will not be condoned.

b. Any employee designated as a dual-status employee or civilian who feels they have been the victim of sexual harassment may file a complaint through the respective statutory procedures by contacting an EEO counselor within forty-five (45) calendar days of the occurrence.

c. Dual-status Employees in a military duty status (Title 10 or Title 32) have different reporting time requirements and processes dependent on their status at the time of incident; please contact the EO representative for clarification.

ARTICLE 24
TRAINING /EDUCATION

24 -1 – NOTIFICATION OF TRAINING AVAILABILITY:

a. The Employer and the Labor Organization agree that the training and development of employees within the FMS is a matter of primary importance. Through the procedures established for Employer-Labor cooperation, the parties shall seek the maximum training and development of all employees.

b. An employee may request any available job related training, funded or non-funded. Attendance will be at the discretion of the Employer.

24 - 2 – TRAINING IN A NON-EMPLOYEE DUTY/PAY STATUS:

Training in an employee status will be accomplished under the provisions of TPR 400 and may be accomplished in a non-employee status IAW appropriately established NGB J-1 guidance.

ARTICLE 25
WORK UNIFORMS AND PROTECTIVE CLOTHING AND EQUIPMENT

25-1 – PROVISION, CLEANING, REPLACEMENT, AND MODIFICATION OF WORK CLOTHING:

a. Provision

1. Employees will be issued their initial issue of military clothing and applicable local guidance. Issued uniform items will only be worn while performing duties requiring such clothing and while traveling back and forth to duty from their quarters.

2. Organizational and functional clothing will be issued to personnel on an as required basis for work effectiveness and safety purposes. Clothing remains the property of the organization and will be returned upon demand.

3. The Employer will ensure that employee is provided approved/authorized foul/cold weather protective gear at no cost to the employee(s). Employer will contact the USPFO to procure any additional clothing items needed to perform technician duties.

b. Cleaning

Employees, whose clothing becomes contaminated with hazardous substances at the work site, have the option to launder this clothing during the work day at the work site at no cost to employees if laundering can properly clean the clothing and machines are available. For this purpose, the Employer will provide disposable bags for carrying contaminated clothing to the laundry room. The Employer will provide laundry facilities reasonably accessible at the work site that adequately clean employees clothing.

c. Replacement and Modification

Employees receive their replacement military clothing from supply on a fair wear and tear basis. Exchange is one item for one item. Each replacement item will be the proper size with all appropriate rank insignia, name tape and U.S Army IAW AR 670-1.

ARTICLE 26
SUPPORT SERVICES

26-1 RETIREMENT:

RETIREMENT BRIEFING:

a. Retirement briefings and information can be obtained through Army Benefits Center (ABC) web page.
b. Attendance to the retirement seminars should be coordinated with your immediate supervisor. Priority of attendance should be extended to employees within five years of retirement. Attendance will not be denied unless there are extenuating circumstances.

ARTICLE 27
AGREEMENT ADMINISTRATION

27-1 EXECUTION AND EFFECTIVE DATE:

a. The parties completed negotiations, constituting execution of this agreement, on 2 September 2015**.**

b. Unless the head of the Employer disapproves this agreement on or before 1 January 2016, the effective date of this agreement shall be (a) the date the head of the Employer approves the agreement, if that date is earlier than 2 September; or (b) 1 January, if the head of the Employer does not state on or before 1 January that the agreement is approved.

c. If the head of the Employer disapproves this agreement on or before 1 January 2016, without stating specifically which portion of the agreement is disapproved, the effective date of any portion of the agreement that subsequently is determined by the head of the Employer not to be specifically disapproved shall be the date of that Employer head determination.

d. If the head of the Employer disapproves this agreement on or before 1 January 2016, stating specifically which portion of the agreement is disapproved, the date of the disapproval shall be the effective date of the portion of the agreement that is not specifically disapproved.

e. If Employer head disapproval of a provision is invalidated by a final decision of the Federal Labor Relations Authority or a federal court, the effective date of the provision shall be the date the Authority or court decision is final. When effective, the provision will be deemed to be part of this agreement for purposes of Section 27-2B and C**.**

f. The effective date of an agreement replacing a disapproved portion of this agreement shall be the date the head of the Employer approves the agreement. When effective, the agreement will be deemed to be part of this agreement for purposes of Section 27-2B and C.

27-2 AGREEMENT DURATION, EXPIRATION, RENEWAL

a. The duration of this agreement, or any portion thereof, shall be from its effective date to and including the expiration date stated below in paragraph B.

b. The expiration date of this agreement is 1 September 2018.

c. This agreement automatically shall be renewed, with a new expiration date of 1 September 2019, and shall automatically be renewed each year thereafter with an expiration date of 1 September the next year, unless (a) during the period that is not more than 30 days and not less than 10 days before 1 September either party notifies the other

in writing that it desires to negotiate a new agreement, in which case the agreement shall be renewed with an expiration date TBD on completion of negotiations, and the subsequent review period, will be last expiration date, with no further renewal; or (b) during the period that is not more than 30 days and not less than 10 days before 1 September 2018 expiration date of 1 October 2018 or any subsequent year, either party notifies the other in writing that it desires to negotiate a new agreement, in which case the agreement shall be renewed with an expiration date of the next year and the last expiration date in that year will be the last expiration date, with no further renewal.

d. The execution date of a new agreement will be the date that immediately follows the last expiration date of this agreement unless at that time the parties have not completed negotiations establishing a complete new agreement, in which case the execution date shall be the date on which the parties complete negotiations establishing a complete new agreement.

27-3 AGREEMENT PRECEDENCE

This agreement is binding except to the extent it conflicts with (a) a law enacted by Congress, (b) a rule or regulation implementing 5 U.S.C. § 2302 or any change thereto, (c) a government-wide rule or regulation that was in effect before the execution of this agreement, or (d) an Employer regulation that was in effect before the execution of this agreement and for which there is a compelling need. If the Employer declines to comply with a provision of this agreement based on assertion of such a conflict, the Labor Organization may take any lawful action to contest the assertion or may demand negotiation of a replacement provision, or both.

27-4 AGREEMENT AMENDMENTS / SUPPLEMENTS:

a. This agreement may be amended or supplemented during its life by any of the following procedures:

1. At any time, either party to this agreement may by written notice require negotiations for the purpose of supplementing this agreement with provisions not covered by this agreement.

2. Either party may require negotiations to amend no more than three (3) articles of this agreement, with the amendments to be effective no earlier than 1 March 2017 if written notice identifying the articles proposed to be amended is provided to the other party no later than 1 February 2017.

3. At any time, by mutual consent, for the purpose of amending or supplementing this agreement.

b. When a party by written notice requires negotiations under paragraph a, the other party will agree to meet within 30 days after the notice to negotiate, unless the notifying party consents to meet later.

c. An amendment or supplement to the agreement will have the same expiration date as the

other provisions of this agreement.

27-5 NEGOTIATING A NEW AGREEMENT:

a. If either party under Section 27-2C timely notifies the other in writing that the party desires to negotiate a new agreement, the notifying party will within 10 days of the notification deliver to the other a proposed Memorandum of Understanding (MOU) establishing ground rules for the conduct of negotiations.

b. The party receiving the proposed MOU will have up to 20 days thereafter to deliver a written counter proposal. Within 30 days after delivery of a written counterproposal the parties will meet to negotiate the MOU unless the parties already have agreed. If written notice is provided that no written counterproposal will be delivered within the 20-day period, the parties within 30 days of this notification will meet to negotiate the MOU unless the parties already have agreed.

c. Any period stated above in paragraph A or B may be changed by agreement. Consent to a requested change extending a period for 10 days or less shall not be unreasonably withheld.

GLOSSARY OF TERMS

Alternative Dispute Resolution (ADR) - ADR is an informal process that allows parties to discuss and develop their interests in order to resolve the underlying issues and problems in their relationship. The discussion is facilitated by a third party neutral who is there to ensure a productive dialogue.

Agreement - See Collective Bargaining Agreement (CBA).

Employer – Employer, Virginia Army National Guard are used synonymously in the agreement.

Amendments – agreed upon by both parties' modifications of the Basic Agreement to add, delete, or change portions, sections or articles of the Agreement.

Appraisal Period - The period of time, normally one year, but not less than 120 calendar days, for which an employee's performance will be appraised.

Approving Official (Higher Level Reviewer) – The individual in the employee's chain of command who is the rater's immediate supervisor or a higher level official above the raters designated as approving official.

Arbitration - The process by which the parties to a dispute submit their differences to the judgment of an impartial person or group appointed by mutual consent or statutory provision.

Association - Refers to The Association of Civilian Employees, Inc. (ACT), local chapters, and the ACT National.

Authority (FLRA) - The Federal Labor Relations Authority established by the Civil Service Reform Act of 1978.

Bargaining Unit (to include members) - see Article 1-5 of this CBA.

Civil Service Reform Act of 1978 - Public Law 95-454

Collective Bargaining (Collective Negotiations, Negotiations, Negotiation of Agreement) - The performance of the mutual obligations of the Employer and the exclusive representative to meet at reasonable times, to consult and bargain in good faith, and to execute a written agreement with respect to terms and conditions of employment. This obligation does not compel either party to agree to proposals or make concessions.

Collective Bargaining Agreement (CBA, Agreement, Contract, Bargaining Contract, Negotiated Agreement) - A written agreement between an Employer and a Labor Organization, usually for a definite term, defining conditions or employment, rights of employees and Labor Organizations, and procedures to be followed in settling disputes or handling issues that arise during the life of the CBA.

Confidential Employee - An employee who acts in a confidential capacity with respect to an individual who formulates or effectuates management policies in the field of labor-management relations.

Conditions of Employment (Working Conditions) - In the Federal sector, this term means personnel policies, practices, and matters whether established rule, regulation, or otherwise, affecting working conditions. It does not include policies, practices, and matters relating to prohibited political activities, to the classification of any position, or to the extent the matters are specifically provided for by Federal statute.

Correspondence - Any written or digital communication exchanged by two or more parties.

Dual Status Employee - is a Federal civilian employee who: (A) is employed under section 709 (b) of title 32; (B) is required as a condition of that employment to maintain membership in the Selected Reserve; and (C) is assigned to a civilian position as an employee in the organizing, administering, instructing, or training of the Selected Reserve or in the maintenance and repair of supplies or equipment issued to the Selected Reserve or the armed forces.

Dues Allotment (Dues Withholding, Dues Check-Off) - Practice whereby the Employer, by agreement with the Labor Organization, and upon written authorization from the employee where required by law or agreement, regularly withholds Labor Organization dues from employees' wages and transmits these funds to the Labor Organization.

Emergency Situation - A situation which poses sudden, immediate and unforeseen work requirements for the Employer as a result of natural phenomena or other circumstances beyond the Employer’s reasonable control or ability to anticipate.

Employee - An individual employed in an Employer, or whose employment in an Employer has ceased because of any unfair labor practice under Section 7116 of the Civil Service Reform Act of 1978.

Employer – Employer, Virginia Army National Guard are used synonymously in the agreement.

Exclusive Representative - The Labor Organization which is certified as the exclusive representative of employees in an appropriate unit pursuant to Section 7111 of the Civil Service Reform Act of 1978.

Federal Mediation and Conciliation Service - An independent U.S. government Employer which provides mediators to assist parties involved in negotiations or in a labor dispute in reaching a settlement. The FMCS also provides a list of arbitrators upon request.

Formal Discussion - Discussions between an Employer representative(s) and a Bargaining Unit employee(s) or the employee's representative(s), on an employee's grievance, or personnel practice or policy, or other condition of employment which affects Bargaining Unit employees. The Labor Organization has the right to be present at these discussions.

General Counsel - a body within the Federal Labor Relations Authority which investigates and prosecutes unfair labor practice complaints. The head of this office is appointed by the President with the advice and consent of the Senate for a period of five years. Members of the General Counsel's staff are located in each regional office of FLRA.

Impasse - The inability of representatives of the Employer and the Labor Organization to arrive at a mutually agreeable decision concerning negotiable matters through the negotiation process.

Internal Placement - 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.

Labor Organization - An organization composed in whole, or in part, of employees who pay dues. Its purpose is to deal with an Employer concerning grievances and conditions of employment.

Management – Employer, Virginia Army National Guard are used synonymously in the agreement.

Management Official - an individual in a position the duties and responsibilities of which require or authorize the individual to formulate, determine, or influence the policies of the Employer.

Negotiation - Bargaining by representatives of the Employer and the Labor Organization on appropriate issues relating to terms of employment, working conditions, and personnel policies and practices, with the view toward arriving at a formal agreement, so far as may be appropriate under applicable laws, regulations, published policies and CBA.

Non-Dual Status Employee - A federal employee employed under Title 32 USC 709 that does not require military membership.

Official Personnel Folder (OPF) - The official records and reports of personnel actions during an employee's Federal Service and the documents and papers required in connection with such actions. Folder will be maintained in HRO until electronic filing system is implemented.

Panel (FSIP) - The Federal Service Impasses Panel described in Section 7119 of the Civil Service Reform Act of 1978 and the Statute.

Particularized Need – Intended to narrow the scope of a Labor Organization request for information from the Employer. This requires more than a conclusory or bare assertion that the information is or would be relevant or useful. Rather, the Labor Organization’s interest in disclosure of the information. This articulation by the Labor Organization must be sufficient to permit the Employer to make are reasonable judgment to whether the information must be disclosed under the Statute.

Pre-Decisional Involvement – Ongoing meetings between Labor and Management where employees, through their elected exclusive representatives, are afforded by the Employer the

opportunity to shape decisions in the workplace which impact the work the employees perform without regard to whether those subjects are negotiable subjects of bargaining under 5 U.S.C. 7106; provide adequate information on such matters expeditiously to Labor Organization representatives where not prohibited by law; and make a good-faith attempt to resolve issues concerning proposed changes in conditions of employment, including those involving the subjects set forth in 5 U.S.C. 7106(b)(1), through discussions.

Promotion - the movement of an employee 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 pay in a different job classification system and pay schedule, or movement to a position with an increased rate of pay / responsibility or one which insures upward mobility.

Performance Standards – The management-approved expression of the performance threshold(s), requirements(s), or expectation(s) that must be met to the appraised at a particular level of performance. A performance standard may include, but is not limited to quality, quantity, timeliness, and manner of performance.

Rating Official – A representative of the Employer, usually the immediate supervisor, who is approved by the Employer to evaluate and assess an employee's performance.

Reduction-In-Force (RIF) - A reduction in force occurs when an employee is released from their competitive level by separation, change to lower grade, furlough for more than 30 calendar days, or reassignment of employees to other positions which involve the displacement of the incumbent. Reductions may occur because of lack of work or funds, reorganization, abolishment of positions, transfer of function, or the need to provide a job placement for a former employee exercising restoration rights. Termination of temporary appointments or temporary promotions; furlough for less than 30 calendar days; or reclassification actions (unless part of reorganization) are not considered reduction in force actions. Unless directed by the National Guard Bureau, the decision to implement a reduction in force will be made by the state Adjutant General.

Selecting Official - As designated by Employer on the vacancy referral certificate.

Service Computation Date – The date used to determine an employee's seniority or retention standing during a reduction in force upon creditable Federal civilian and military service.

Statute - A statute is a written law passed by a legislature on the state or federal level. Statutes set forth general propositions of law that courts apply to specific situations.

Supervisor - an individual employed by the Employer having authority in the interest of the Employer to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove employees, to adjust their grievances, or to effectively recommend such action, if the exercise of the authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgment. The term "supervisor" includes only those individuals who devote a preponderance of their employment time to exercising such authority.

Supplements - Additional articles or sections added after being negotiated between the parties, during the term of the Basic Agreement, to cover matters not adequately covered by the Basic Agreement.

Employee Service Computation Date - The date the employee went to work for the National Guard as an employee.

Unfair Labor Practice - Behavior on the part of the Employer or a Labor Organization prohibited under Section 7116 of the statute.

Weingarten Right - Refers to the right of a Bargaining Unit employee to be represented by the Labor Organization under specific circumstances. That right exists when (1) the employee is examined in an investigation (an investigatory examination) conducted by the Employer representative, (2) the employee reasonably believes disciplinary action against him may result, and (3) the employee requests Labor Organization representation.

Appendix 1

APPELLATE REVIEW REQUEST

Date[1]: _____

Name of Appellant: _____

Adverse Action Reference: (please check one)

Suspension _____
Reduction in Grade _____
Termination _____

Name(s) of Employee's Representative(s) to be present[2]:

_____

********** *This area reserved for the Adjutant General's use* **********

___ The parties to the Adverse Actions may make oral presentations to the Adjutant General in regards to the Appellate Review as follows:

Date and Time for Appellate Review Meeting[3]: _____

Location of Meeting: _____

The parties to the Adverse Actions are not required to make an oral presentation in regards to the Appellate Review for the following reason(s):

_____

_____

_____

_____

For the Adjutant General: _____

[1] The date of request must be within the time limits provided for by the original decision

[2] Both parties are to confine the number of participants as established in TPR 752

[3] All times may be adjusted by mutual agreement

Appendix 2

FORMAL GRIEVANCE FORM

1. GRIEVANT(s) NAME: _____ 2. Date Form Filed: _____

3. Unit / Work Site: _____4. Duty Phone: _____

5. Position(s) Occupied: _____

6. Representative's Name & Duty Phone: _____

7. **BACKGROUND AND NATURE OF GRIEVANCE: (a)** State section of CBA or other regulation allegedly violated; (b) indicate names, dates, times, places, phone numbers, etc., where applicable;(c) state nature of grievance, be as clear but brief as possible; if necessary, or attach paper to this form. Attach supporting documents, if appropriate.

a._____
_____
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_____
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b._____
_____
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_____
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_____

c._____
_____
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_____
_____

Grievant Name: _____ Date Form Filed: _____

8. Informal step initiated with immediate supervisor

Name of immediate supervisor: _____

Date discussed (informal stage): _____

9. Grievance step (Circle One)

(NOTE: attach responses for each grievance step to this form)

Resolved:

(1) 2nd level Supervisor: _____ Y N

(2) Next level Supervisor: _____ Y N

(3) TAG: _____ Y N

10. Grievance Remedy:

(Respond here or attach Memorandum)

_____
_____
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_____
_____
_____
_____
_____

10. Signature of Grievant(s):_____Date:_____

11. Signature of Representative: _____Date:_____

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE ADJUTANT GENERAL

AND THE

FREDERICKSBURG RAPPAHANNOCK AREA CHAPTER
ASSOCIATION OF CIVILIAN TECHNICIANS

SIGNED THIS __16__ DAY OF _JANUARY 2016_

FOR THE ADJUTANT GENERAL	**FOR THE ASSOCIATION**
_____	_____
_ **Chief Negotiator**	**Chief Negotiator**
_____	_____
_ **Negotiator**	_ **Negotiator**
_____	_____
_ **Negotiator**	**Negotiator**

_____
_

Adjutant General Virginia National Guard