

## **ARTICLE I GENERAL PROVISIONS**

### **Section 1.1 - Preamble**

This Agreement is entered into under the provisions of Public Law (PL) 95-454, by and between the Commanding General of The District of Columbia Army National Guard, hereinafter referred to as "Employer" and the Potomac Chapter of the Association of Civilian Technicians, Inc., hereinafter referred to as "Association".

### **Section 1.2 - Coverage**

a. It is hereby certified that the Association has been designated and selected by a majority of the technicians of the Army Aviation Support Facility, District of Columbia Army National Guard as their representative for the purpose of exclusive recognition, and that pursuant to PL 95-454, the said organization is the exclusive representative of all the technicians in such unit.

**INCLUDED:** All District of Columbia Army National Guard wage grade and general schedule technicians employed in the D.C. Army Guard at the Aviation Support Facility at Fort Belvoir.

**EXCLUDED:** All managerial and supervisory technicians, to include those technicians involved with Federal personnel work in other than a purely clerical capacity and professional technicians.

b. This Agreement, to include all Articles therein, is applicable to identified bargaining unit technicians in the DCNG at Fort Belvoir.

c. 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 herein.

d. The Commanding General of the District of Columbia enters into this Agreement under the provisions of PL 90-486, which gives him the statutory function of employing and administering technician Federal employees. This agreement is solely for the purpose defined in Section 1.3, below, and in no way encumbers or places any liability on the District of Columbia.

### **Section 1.3 - Purpose of this Agreement**

a. 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 nature of the subject matter of proper mutual concern. The Employer and the Association agree that the parties have had a full and fair opportunity to bargain on all aspects of all the topics contained in this Agreement and that this Contract represents the parties full, and complete

agreement on all aspects of the topics included in the Agreement for the life of the Contract. The purpose of the parties in entering into this Agreement is to, but not limited to:

(1) Insure technician participation in the formulation of personnel policies and procedures through Impact and Implementation (I&I) bargaining by the Association;

(2) Provide for the highest degree of efficiency and responsibility in accomplishing the mission of the Employer;

(3) Promote systemic Labor-Management cooperation;

(4) Facilitate the adjustment of grievances and disputes to a fair and equitable solution;

(5) Establish the procedures and methods that will hereinafter govern the working relationship between the parties;

(6) Express the full agreement of all parties and shall govern those areas covered in this contract, and that the parties will be bound by the terms of this agreement.

b. The Association agrees to support the Employer in its effort to eliminate waste, combat absenteeism, conserve materials and supplies, insure timely completion of work, improve the quality of workmanship, encourage the submission of improvements and cost reduction ideas, prevent accidents, and promote the development of good will.

#### **Section 1.4 - Laws and Regulations**

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

b. Management officials of the Agency retain the right, in accordance with applicable laws and regulations:

(1) To direct technicians of the Agency;

(2) To hire, promote, transfer, assign, and retain technicians in positions within the Agency;

(3) To suspend, demote, discharge, or take disciplinary action against technicians for just cause;

(4) To relieve technicians from duties because of lack of work or for other

legitimate reasons;

(5) To maintain the efficiency of government operations entrusted to them;

### **Section 1.5 - Matters Appropriate for Consultation and Negotiation**

All matters appropriate for consultation or negotiation, at the State or local level, in accordance with Public Law or regulation, will be addressed upon request of either party provided they are not inconsistent with the terms of this agreement.

### **Section 1.6 - Meetings at the Local Level**

It is agreed that the local commander/senior supervisor or his representative will meet at the request of the Association on a quarterly basis or at times mutually agreed to with the local chief steward or Association representatives to confer and attempt to resolve appropriate matters. For the regular meetings, subject matter will be exchanged in advance of the meeting. For other meetings, the party requesting the meeting will furnish the subject matter in advance of the meeting.

### **Section 1.7 - Meetings with the Employer**

The Employer or his representatives and representatives of the Association shall meet at the request of either party and confer in good faith with respect to personnel policies and practices and matters affecting working conditions so far as may be appropriate under applicable laws and regulations, including policies set forth in the Federal Personnel Manual, published Agency policies and regulations and national or other controlling agreement at a higher level. Subject matter will be exchanged in advance of the meeting.

### **Section 1.8 - Rights of Technicians**

a. The Employer and the Association agree that each technician has the right, freely and without fear of penalty or reprisal, to form, join, and assist the Association or to refrain from any such activity and each technician shall be protected in the exercise of this right.

b. Except as otherwise expressly provided in Public Law 95-454, the right to assist the Association extends to participation in the management of the Association and acting for the Association in the capacity of an Association representative, including presentation of its views to officials of the Executive Branch, the Congress or other appropriate authority.

c. The Employer shall take the action required to assure that technicians within the Agency are apprised of their rights, under Public Law 95-454, and that no interference, restraint, coercion, or discrimination is practiced within the Agency to encourage or discourage membership in the Association. This agreement does not preclude any technician in the bargaining unit, regardless of Association membership, from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable laws, rules, regulations or policy or from having an Association representative in a grievance or appeal

action.

d. The Employer agrees that, as part of orientation, all new technicians appointed to a position in the bargaining unit shall be informed of the Association's exclusive status and will be advised of their right to join or not to join the Association. They will be informed that the name, telephone number, and location of their shop steward are posted on a bulletin board in their work area.

e. The Employer agrees to afford newly appointed technicians and the shop steward time to meet for the purpose of orientation on the LMRA. This time shall be subject to the supervisor's approval.

f. The Employer recognizes that the participation of technicians in the formulation and implementation of personnel policies and practices affecting the conditions of their employment, achieved through their own freely chosen organization, contribute to the technician's well being and to the efficient administration of the District of Columbia Army National Guard.

g. An Association official has the right to be present at mission briefings, excluding those with security requirements that are held to brief technicians involved in such an assignment in their technician status.

h. Whenever possible, the Employer agrees to schedule and arrange for travel of technicians to occur within each technician's standard workweek.

### **Section 1.9 - Employee Title**

The Employer will make every attempt, in circumstances that are controllable, to refer to Federal Civil Service employees of the District of Columbia Army National Guard as Technicians.

### **Section 1.10 - Joint Responsibilities**

a. **CORRESPONDENCE.** Correspondence between the Employer and the Association shall be answered by either party within ten (10) workdays or less of receipt of said correspondence. This time limit does not supersede other time requirements as stated in other articles of the LMRA. The Employer and the Association agree that all inquiries relating to technician matters submitted by individual technicians will be processed through administrative channels in a timely manner and that technician will be provided with a timely reply to the inquiry.

#### **b. ORIENTATION.**

(1) Within 90 days after ratification by all parties to the agreement, or if circumstances require, at a mutually agreed upon time, but no instance later than 120 days, this agreement will be printed, and combined training sessions will be scheduled for all technician supervisors and Union officials.

(2) The Fort Belvoir AASF D.C. National Guard technician supervisors and shop stewards shall meet at a mutually agreed upon location for training sessions.

(3) At least one member from each negotiating team will be present at all training sessions in order to assist in the presentation or clarification of terms of this agreement.

(4) All participants in the training sessions will attend in a duty status.

(5) After completion of I&I bargaining, the Employer will publish administrative instructions relative to the training sessions.

c. **IDENTIFICATION OF FACTS.** The employer and the Association agree that neither party shall present a charge, defamation, intimidation, or wrongdoing against a person or an employee of the technician program without a complete identification of the facts to include identification of the accusing party or parties.

### **Section 1.11 - Employer Obligations**

a. The Employer agrees to produce and furnish 40 copies of this agreement to the Association and thereafter provide copies required for new employees. The Employer will provide all necessary copies required for third party proceedings.

b. The Employer agrees to furnish annually to the Association during the month of July of each calendar year, for its internal use only, a schedule of authorized bargaining unit positions as well as the names of technicians, their grades, and position titles as defined in the agreement for all technicians in the bargaining unit.

c. The Employer agrees to notify the Association, prior to implementation of any changes in the personnel policies, practices, and matters affecting working conditions.

d. The Employer agrees, wherever possible, within space and funding limitations, to furnish each technician with a personal locker.

e. The employer agrees to negotiate items in 5 USC 7106(b)(1) as required by executive order 12871 as amended by executive order 12983.

### **Section 1.12 - Association Obligations**

The Association agrees to furnish the Employer, and maintain on a current basis, a complete list of all Association officers and stewards to include information on the work area that each steward represents and the steward's phone number. Personnel not appointed by the Association as officers or stewards will not be allowed to perform official representational functions, nor will they be allowed the use of official time. The Association may appoint bargaining unit representatives telephonically with the appointment to be accomplished in writing within ten working days.

### **Section 1.13 - Rights of the Association**

a. A representative of the Association, shall have the right to be present during any formal discussion of personnel management policy matters between management and a technician or technicians represented in the bargaining unit.

b. Association representatives shall be excused from duty without loss of pay or charge to leave to receive information, or orientation relating to matters of mutual concern to the Employer and the Association. Areas of mutual concern may include matters relating to pay, working conditions, work schedules, technician grievance procedures, performance ratings, adverse action appeals, as well as Agency policy and negotiated agreements pertaining to them.

c. A technician who is elected or appointed to serve full time as a national or state representative or officer with the Association may, at the discretion of the Employer, be granted LWOP for one year. An extension for one additional year may be granted upon request of the technician and with the approval of the Employer. The technician's rights and privileges will be protected under the provisions of the applicable portions of the Federal Personnel Manual.

d. The Employer agrees that there shall be no restraint, interference, or coercion against any Association official or steward and that no officer or steward will be transferred from one work assignment to another for the purpose of discrimination against such officer or steward because of their proper Association functions.

### **Section 1.14 - Impact and Implementation Bargaining**

In accordance with Public Law 95-454, the Association will be afforded its right to request impact and implementation (I&I) bargaining on conditions of employment, to include both personnel policies and practices and matters affecting working conditions at the District or local level. Matters that significantly affect more than one work area will be conducted at the District level.

## **ARTICLE II ASSOCIATION REPRESENTATION**

### **Section 2.1 - Policy**

The Employer and the Association agree to the establishment of Association steward positions as indicated. Stewards will be authorized on a ratio of one steward for each ten bargaining unit members. Assignment of stewards will not exceed the 1-10 ratio or major fraction thereof. The Association will provide the Employer with a listing of the designated stewards and the work locations represented by each. The listing will be updated by the Association as changes to the stewards occur.

## **Section 2.2 - Association Officials**

Association officials, subject to security regulations, will be allowed to visit the installation and /or meet with a technician or local Association chapter officer for the purpose of accomplishing lawful labor organization business. The Association will notify the Employer or his designee prior to each visitation as far in advance as possible. The visiting Association official will be identified and the technician management official, or the Association member to be visited. Should pressing mission requirements or emergency preclude a request from being honored, the Employer will discuss the situation with the Association and arrange an alternate time and/or date. The request will be normally made in writing.

## **Section 2.3 - Representation during Deployment**

In the event of a deployment, when there is a requirement for technicians to participate in the deployment, a member of the Association may be designated to serve as a point of contact for The participating bargaining unit member(s). This representative will be responsible to assist the member(s) to secure information relative to personnel problems experienced during the course of the deployment. The designated Association representative will have the authority to bring such concerns to the attention of the designated mission commander for resolution. When a problem or concern surfaces during the deployment, which cannot be resolved, it may be processed using the negotiated grievance procedure upon return to home station. Such concerns will be included in the postmission report for further review and evaluation.

# **ARTICLE III GRIEVANCE PROCEDURES**

## **Section 3.1 - General**

a. A grievance means any complaint:

(1) By a technician concerning any matter relating to the employment of the technician;

(2) By the Association concerning any matter relating to the employment of any technician; or

(3) By any technician, the Association, or the Employer

(a) The effect or interpretation, or a claim of breach of the Agreement; or

(b) Any claimed violation, misinterpretation, or misapplication of any law, rule or regulation affecting conditions of employment.

b. The Employer and the Association agree that the negotiated procedure is the exclusive procedure available to the Association and the technicians in the bargaining unit for the processing of grievances, except where the grievant is provided a choice of the negotiated

grievance procedure or a statutory procedure under the provisions of PL 95-454, 13 October 1978.

It is agreed that this negotiated procedure is a full coverage procedure except for those matters specifically excluded from the coverage of this Agreement.

c. The Employer and the Association agree that normal day-to-day discussions between technicians and supervisors are the most constructive means of developing effective work relationships. This procedure provides a means for the prompt and orderly consideration and resolution of technician grievances.

d. It is the policy of the Employer that all technicians have a right to present their grievances to the appropriate Management officials for prompt consideration and equitable decision. In exercising this right, the technician and his representative will be free from restraint, coercion, discrimination or reprisal.

e. An individual's National Guard Bureau (NGB) Form 904-1 will not be disclosed to any unauthorized personnel. IAW TPR 293-31, dtd 31 Aug, 1988, Release of this record to a third party will only be accomplished with the consent of the individual, in writing, in accordance with the Privacy Act.

f. A grievance file will be maintained at each level of supervision, up to and including that supervisor's involvement and can be reviewed by the Association upon the grievant's approval.

g. Matters excluded from the negotiated grievance procedures are:

- (1) Any claimed violation relating to prohibited activities (Hatch Act violations);
- (2) Retirement, life insurance, or health insurance;
- (3) A suspension or removal under Chapter 7532 (National Security of Title 5, United States Code (USC));
- (4) Any examination, certificate, or appointment;
- (5) The classification of any position which does not result in the reduction of grade of pay of an employee;
- (6) Actions covered by the statutory appeals procedure contained in Section 709(e)(5), Title 32, USC; and
- (7) Appeals of a Performance Appraisal will be filed in accordance with Technician Personnel Regulation (TPR) 430.

h. If an Equal Employment Opportunity (EEO) complaint cannot be resolved at the

informal grievance level, an aggrieved technician may only raise EEO complaint under statutory EEO procedures. An individual filing an EEO complaint using these procedures may:

- (1) Appeal CG's decision to the EEO Commission (EEOC); and
- (2) Appeal the EEOC decision to court.

### **Section 3.2 - Representation**

a. The Association has the right, in its own behalf or on the behalf of a technician in the bargaining unit represented by the exclusive representative, to present and process grievances. If a technician or group of technicians elect to present their grievance(s) to the appropriate supervisor without the assistance of the Association, adjustment of the grievance(s) may not be inconsistent with the terms of this Agreement. The appropriate supervisor will notify the Association in advance of grievance proceedings and inform them of their rights to be represented during such proceedings.

b. A technician may be represented by the Association or choose to represent himself in any grievance(s) or appeal action. Both the technician and the representative, will be given official time to investigate, prepare and present the grievance(s). (See Article III.) In all cases where a technician is represented, the representative will be required to adhere to the same rules of conduct and procedures as the technician.

c. Personnel not appointed by the Association as officers or stewards will not be allowed to perform official representational functions, nor will they be allowed the use of official time. The Association may appoint bargaining unit representatives telephonically with the appointment to be accomplished in writing within 20 working days.

d. The Association agrees to appoint Union officials consistent with the terms of this agreement. In those instances where the appointed official is not available, the Association may appoint an alternate official to act on its behalf, with notification as outlined in Section 3.2c above.

### **Section 3.3 - Channels for processing Grievances**

a. When it can be determined that the resolution authority for a grievance is at a specific higher level of the grievance procedure, intervening Steps may be bypassed for the initial presentation. In such cases the initial presentation will be submitted in writing by the grievant and presented in accordance with the procedures for the Step which has the resolution authority; however, the written grievance will be forwarded through all intervening Steps. These intervening Steps will forward the written grievance without delay to the Step with resolution authority.

### **Section 3.4 - Grievance Procedures**

a. **Step 1** - The grievance (informal) shall first be taken up with the first-line supervisor by the aggrieved technician and his representative, if desired. Matters not included in the Step 1 grievance shall not be addressed at a subsequent step for the same grievance. The first-line supervisor shall meet immediately, if available, and will render an oral decision within three workdays from the date of notification of the grievance.

b. **Step 2** - If the grievance is not resolved at Step 1, the grievance will be submitted in writing within five workdays (see Sample Grievance Form Attached) to the next higher supervisor who has resolution authority. This supervisor will meet with the first-line supervisor, the grievant, and the representative within five workdays. A written decision will be furnished to the grievant within five workdays after the meeting.

c. **Step 3** - If the grievance is not resolved at Step 2, the grievance shall be referred by the grievant to the senior management official for the work location within five workdays after receipt of the decision in Step 2. This supervisor shall meet with the grievant, his representative, the association representative, and the supervisors concerned within five workdays after receipt of the grievance. A written decision will be rendered within 5 workdays after the meeting, and will be provided to the aggrieved technician and the representative.

d. **Step 4** - If the grievance is not resolved at Step 3, the grievance shall be referred by the grievant to the Employer within 15 workdays of receipt of the Step 3 decision. The Employer's representative will meet with designated Association officials to discuss the grievance. If either the Employer or the Association considers arbitration appropriate, they will review the grievance in an effort to establish a mutual stipulation of the grievance and remedy. The Employer will review the grievance and will render a decision within 15 working days. The Employer's decision will be addressed to the grievant with copies to any cosigners and the Association's Chapter President. In all cases the decision of the Employer is final unless arbitration is invoked as provided by the arbitration procedures contained in Article VI.

e. **Step 5** - If the grievance is not resolved at Step 4, the Association or the Employer may invoke binding arbitration, but must do so within 30 days of receipt of the response to the Step 4 grievance or knowledge of the event necessitating arbitration. Individual technicians do not have the right to invoke binding arbitration.

### **Section 3.5 - Time Limits**

a. Any grievance not taken up within 10 workdays after the occurrence of the matter out of which the grievance arose shall not be presented, except where the technician was not aware of the act causing the grievance.

b. All time limits provided for herein may be extended by mutual agreement for valid reasons, provided a request for extension of time is presented prior to the expiration of the prescribed time limit.

### **Section 3.6 - Cancellation of Grievances**

a. A grievance will be canceled under the following conditions

(1) At the written request of the aggrieved technician.

(2) Upon termination of the technician's employment with the organization, unless there are actions pending which will affect the technician's entitlement to pay.

(3) Upon the death of the technician, unless the grievance involves a matter of monetary entitlement to the beneficiaries.

(4) If the technician or the Association does not proceed with the advancement of the grievance as outlined in section 5.4, above.

b. The Association and the Employer will be notified, by the supervisor effecting the action, when a grievance is canceled.

### **Section 3.7 - Grievance by the Employer**

a. The grievance will be presented by the management official to an Association official, in writing, within 10 working days of the incident or of the date the incident becomes known. It will contain specific facts regarding the grievance to enable resolution by the parties.

b. The Association official will meet with the agency official within 5 workdays after receipt of the grievance in an effort to informally resolve the grievance.

c. The Association official will provide a written response no later than 10 workdays after the meeting.

d. If the grievance is not resolved at this step, agency official may forward the grievance to the Association Chapter President. The parties will meet to attempt to resolve the grievance. A written decision will be rendered by the Association not later than 10 calendar days following the meeting. In all cases the decision of the Association Chapter President is final, unless arbitration is invoked as provided by arbitration procedures contained in Article IV.

f. If the grievance is not resolved in Paragraph (e) above, the Employer may, within 15 calendar days, inform the Association that the grievance will be submitted to arbitration, as provided by the procedures contained in Article IV.

## **ARTICLE IV ARBITRATION PROCEDURES**

### **Section 4.1 - Policy**

The Association or the Employer may invoke binding arbitration. If either party questions the arbitrability of a matter because it conflicts with any applicable existing law or circumstance, the arbitrator will rule on the matter of arbitrability prior to rendering his decision on the merits of the grievance. Any decision rendered by the arbitrator in the above circumstances may be challenged as provided by law.

### **Section 4.2 - Issue(s) to be Arbitrated**

The issue(s) to be arbitrated will be the same issue(s) raised at the third step grievance.

### **Section 4.3 - Procedures**

When arbitration is invoked by either party, the party invoking arbitration may request a list of seven arbitrators from the Federal Mediation and Conciliation Service (FMCS). Within 10 workdays 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 shall alternately strike one name each from the list until only a single name remains. The one name remaining will then be the duly selected arbitrator. The Association shall strike the first name. If either party fails to participate in the selection process, the arbitration action will proceed with the requesting party accomplishing the selection action.

### **Section 4.4 - Payment of Fees**

The fee, per diem, and travel costs of the arbitrator shall be borne equally by the Employer and the Association.

### **Section 4.5 - Conduct of the Hearing**

The arbitration hearing shall be held on a date and at a location mutually agreed upon by the Employer and the Association. In the event a date or location cannot be agreed upon, the arbitrator will decide. The arbitration hearing shall be held during normal duty hours of the basic workweek.

### **Section 4.6 - Arbitration Decisions**

The arbitrator will be requested by the parties to render a decision as quickly as possible after the conclusion of the hearing. The arbitrator cannot amend, supplement, or add to the provisions of this agreement. Certification of compliance with the decision of the arbitrator, to include corrective action taken, where appropriate, shall be provided to the other party as soon as practicable.

## **Section 4.7 - Exceptions to Award**

It is agreed that either party may file exceptions to the arbitrator's award with the Federal Labor Relations Authority under regulations prescribed by the Authority. If no exceptions to the arbitrator's award is filed during the 30-day period beginning on the date the arbitrator's award is served on the filing parties, the award shall be final and binding.

## **Section 4.8 - Transcripts**

Should transcripts be requested by either party of an arbitration, the requesting party will shoulder the burden of payment for such transcripts and, if the other party desires a transcript, it will be provided at the prevailing per copy rate.

## **ARTICLE V MEDIATION**

### **Section 5.1 – Policy**

The Employer and the Association agree to the following provision of the law when agreement cannot be reached over issues that are deemed appropriate for collective bargaining in accordance with PL 95-454.

### **Section 5.2 – Procedures**

The parties agree that when an impasse is reached during negotiations, prior to going to the FSIP, the FMCS will be contacted for assistance. The requesting party will assume responsibility to contact the FMCS and coordinate the participation of the mediator in negotiations. Neither party will attempt to unilaterally frame the issue for the mediator. If agreement cannot be reached after invoking mediation, either party may proceed in accordance with PL 95-454.

## **ARTICLE VI UNFAIR LABOR PRACTICES**

### **Section 6.1 - Responsibilities**

a. Employer responsibilities. The Employer shall not;

(1) Interfere with, restrain, or coerce a technician in the exercise of the right assured by terms of this agreement and Public Law 95-454, October 13 1978.

(2) Encourage or discourage membership in the Association by discrimination in regard to hiring, tenure, promotion or other conditions of employment.

(3) Sponsor, control, or otherwise assist any labor organization, except that the Employer may furnish customary and routine services and facilities under PL 95-454, when consisted with the best interests of the employer, its technicians, and the organization.

(4) Discipline or otherwise discriminate against a technician because he has filed a complaint or given testimony under PL 95-454.

(5) Refuse to accord appropriate recognition to the association.

(6) Refuse to consult, confer, or negotiate with the Association as required by PL 95-454.

b. Association responsibilities. The Association shall not;

(1) Interfere with, restrain, or coerce a technician in the exercise of his rights assured by PL 95-454.

(2) Attempt to induce the Employer to coerce a technician in the exercise of their rights under PL 95-454.

(3) Coerce, attempt to coerce, or discipline, fine or take other economic sanction against a member of the association as punishment or reprisal for, or for the purpose of hindering or impeding his work performance, his productivity, or the discharge of his duties owed as an officer or employee of the United States.

(4) Call or engage in a strike, work stoppage, or slowdown; picket the Employer in a labor-management dispute; or condone any such activity by failing to take affirmative action to prevent or stop it.

(5) Discriminate against a technician with regard to the terms or conditions of membership because of race, religion, creed, sex, age, or national origin.

(6) Refuse to consult, confer, or negotiate with the Employer as required by PL 95-454.

c. The Association shall not deny membership to any technician in the appropriate bargaining unit except for failure to meet reasonable occupational standards uniformly required for admission, or failure to tender initiation fees and dues uniformly required as a condition of acquiring and retaining membership. This paragraph does not preclude the Association from enforcing discipline in accordance with procedures under its constitution or by-laws which conforms to the requirements of PL 95-454.

d. Issues which can properly be raised under an appeals procedure may not be raised under this section. Issues which can be raised under grievance procedure may, at the discretion of the aggrieved party, be raised under that procedure or the complaint procedure under this section, through the exclusive representative, but not under both procedures. Appeals or grievance decisions shall not be construed as unfair labor practice (ULP) decisions under PL 95-454, nor as precedent for such decision. All complaints under this section that cannot be resolved by the parties shall be filed with the Federal Labor Relations Authority (FLRA). The parties agree to

allow a five (5) workday period for informal ULP resolution before filing charges with the FLRA.

## **ARTICLE VII WORKWEEK AND HOURS OF WORK**

### **Section 7.1 - Basic Workweek**

The basic workweek is established as the first forty (40) hours worked during the administrative workweek by each technician.

### **Section 7.2 - Administrative Workweek**

- a. The administrative workweek is established as Sunday through Saturday.
- b. A minimum of 80 hours is prescribed for each pay period.
- c. Normally, work schedules shall be established so that all technicians will benefit from a maximum of consecutive days off.

### **Section 7.3 - Shifts**

Standard shifts are established as being: A Schedule, eight and one half (8 1/2) hours in length; or B Schedule, 5-4-9. Each technician is authorized duty free time for a lunch period each day. The lunch periods will be scheduled by the supervisor. All bargaining unit members will be allowed to utilize their lunch period, subject to mission requirements. It is understood that events may disrupt this time, but this shall not be a continual (normal) practice. Employees scheduled to work through their normal scheduled lunch period will have the option to reschedule the lunch period or take a lunch break of twenty (20) minutes or less within close proximity to their work station and be available for work assignments. Management will make every effort to coordinate the workload to allow the uninterrupted lunch break. If the technician is not allowed a lunch period, he shall be afforded the twenty (20) minute lunch break and be released one half (1/2) hour prior to the end of the schedule shift.

### **Section 7.4 - Standard Shifts**

- a. Shift A consists of an 8 hour day for 5 consecutive days. The workweek shall normally be Monday through Friday.
- b. Eight nine hour days and 1 eight hour day with one weekday off within a pay period. The workweek shall normally be Monday through Friday.

### **Section 7.5 - Special Shift Assignments**

The employer agrees that any employee who requests to work a specific shift because of personal and/or family problems, (i.e. to attend educational classes, single parents, sickness in the

immediate family, transportation, car-pool) will be granted special consideration in shift selection.

### **Section 7.6 - Shift Change Notification**

Technicians will be notified no less than seven (7) days in advance of a shift change. Work schedules will be posted, in each work area, no less than seven (7) days in advance. Technicians will be notified of unusual work schedules or duties no less than twenty-four (24) hours in advance or as soon as the supervisor becomes aware of the change.

### **Section 7.7 - Shift Differential**

Technicians assigned to a scheduled night shift or early morning shift will receive the shift differential in accordance with applicable directives.

### **Section 7.8 - Compensatory Time**

a. Technicians in the unit shall not be required to perform any work or duty before or after scheduled work hours, without compensating the technicians for all such work or duty. In accordance with existing regulations, such technicians shall be granted an amount of compensatory time off from their scheduled tour of duty equal to the amount of time spent by them in irregular or overtime work before or after scheduled work hours. It is further understood that when a technician is required by the employer to report at a designated location at a specified time, prior or subsequent to regular shift hours, such time shall be considered compensable in accordance with existing regulations.

b. Supervisors will notify technician's 24 hours in advance of all overtime assignments when practical and consistent with mission requirements. Every effort shall be made to release an employee from an overtime assignment when requested, provided a qualified replacement is available and volunteers to work.

c. Any recall that caused any technician to return to work will be compensated for at the rate of no less than two hours.

d. The Employer agrees that any full-time technician within the unit, who is required to work on a Sunday as part of his basic scheduled workweek, is entitled to pay at his rate of basic pay plus premium pay. Such premium pay will be at a rate as established by existing regulations. Part-time technicians are not eligible for premium pay.

### **Section 7.9 - Rest Periods**

a. Rest periods granted in accordance with these provisions are considered duty time and included in the daily tour of duty. Rest periods, other than those provided herein, may not be considered a part of the normal tour of duty; such periods must be charged to the appropriate type of leave.

(1) The rest period may not exceed 15 minutes during each four hours of continuous work as determined by the supervisor.

b. Additional short periods during the daily tour will be permitted when such periods are beneficial and/or necessary. Criteria for determining rest periods are as follows areas, or restricted.

(1) Protection of a technician's health by relief from hazardous work or from that which requires continual and/or considerable physical exertion.

(2) Working in confined spaces, this does not include shop in areas where normal personnel activities are restricted.

(3) Working under the extremes of heat and cold and inclement weather.

### **Section 7.10 - Cleanup Time**

When necessary and possible supervisors will allow a reasonable amount of time for technicians to clean up immediate work areas and put away equipment.

### **Section 7.11 - Schooling**

It is the policy of Management to support the continued civilian education of all employees. Management will consider and allow revisions of employee work schedules to the extent such revisions do not adversely impact mission, work or productivity.

## **ARTICLE VIII ATTENDANCE AND LEAVE**

### **Section 8.1 - General**

It is agreed that attendance and leave policies for bargaining unit members shall be administered in accordance with this agreement, applicable regulations, and the DCNG Emergency Dismissal/ Closure Plan. Disagreements between technicians and the supervisors about attendance and leave are grievable IAW Article 5, except 752 action, which may be appealed.

### **Section 8.2 - Administrative Dismissal**

a. The Employer shall make every reasonable effort to ensure the health, safety, and well being of technicians. Under emergency conditions which result in the loss of heat, water, power, etc., administrative dismissals of technicians will be as directed by the senior supervisor, who will be the authority to request through HRO administrative leave, with pay, when conditions warrant. This policy supersedes any other policy relating to administrative dismissal, regarding loss of heat, water, power etc. published by the Agency. The designated supervisor will keep the senior Association representative at the work site advised of the actions taken or contemplated in response to the emergency.

b. When administrative excusal is granted because of inclement weather or other emergency or acts of God, technicians who are scheduled for work and whose services are not otherwise required will be given administrative leave by the Employer. Individuals on previously scheduled leave when dismissal is announced will be charged leave.

c. Employees who are on sick or annual leave when an office is shut down in an emergency may receive administrative leave only when the agency announces administrative leave before the start of the workday.

### **Section 8.3 - Administrative Leave for Association Officials**

a. Association officials designated to attend Association sponsored training sessions or seminars will be authorized Administrative Leave under the following criteria:

(1) Chapter officers 4 work days per year per individual.

(2) Shop stewards, not otherwise designated as Chapter officers, 2 workdays per year per individual.

b. Whenever it becomes necessary for a Chapter officer to consult with the Association's attorney in conjunction with third party processing of a complaint, the officer and the grievant, in the case of a grievance, will be granted administrative leave, when possible, not to exceed eight hours per complaint. Leave authorized under this paragraph will not be deducted from that authorized under 8.3a above.

c. The Association understands that individuals will request Administrative Leave of their individual supervisor as far in advance of the need as known. Administrative leave will not be granted by purposes prohibited by PL 95-454. When administrative leave is requested, the Association will furnish the Human Resources Office (HRO) with an agenda of the activity for which the leave is requested and a roster of the personnel recommended to attend. The HRO-LRS will advise the senior supervisor of those personnel authorized to attend the scheduled events.

### **Section 8.4 - Official Time for Association Officials and Representatives**

a. Association officials will be granted official time, for periods when they would otherwise be in a duty status, to perform or participate in official Association activities as provided for in this section in accordance with Public Law 94-454.

b. HRO Form 3-4 will be used and maintained by the first line supervisor at each work area reporting official time. When the use of official time has been approved by the supervisor, the representative will complete each column entry and return the form to the supervisor. (See ANNEX A) Completed forms will be forwarded to the HRO-LRS NLT five working days after the last workday of each month. Association representatives will request official time from their first-line supervisor as far in advance as possible. Management realizes, in certain cases,

advanced notice may not be possible depending on the subject matter.

c. Official time will be granted in accordance with Public Law 95-454 and applicable directives. Association representatives will notify their immediate supervisors and obtain concurrence prior to leaving their assigned area. If the request is in reaction to a sensitive issue, which requires an immediate response, the supervisor will make every effort to grant the request immediately, or as soon as possible. Official time activities include the following:

(1) Stewards and representatives conferring with employees and/or supervisors on grievances and other matters of employment. These include grievances, investigation, preparation of grievances and unfair labor practices, and other employee related complaints. Association Officials may be appointed as alternates in the absence of designated stewards.

(2) Association officials to represent the bargaining unit employees by visiting, phoning and writing to elected representatives in support or opposition to pending or desired legislation which would impact the working conditions of the employee's represented by the Association of Civilian Technicians.

(3) When appearing at third party hearing proceedings, Association representatives shall not exceed the number of individuals representing the Employer for such purposes.

(4) For Association Representatives to receive information or orientation relating to matters of mutual concern.

(5) For the contract preparation team in accordance with the memorandum of understanding (MOU).

(6) For Association officials to receive information or orientation relating to matters of mutual concern to the Association and the Employer.

(7) To change to and from the military uniform for those situations covered in section 8.4d of this contract article.

(8) For the Chapter Treasurer to prepare financial reports required by Federal agencies.

(9) For the Chapter Secretary to prepare grievances.

d. Association officials will not be required to wear the military uniform in the following situations:

(1) When conducting contract negotiations with Agency officials.

(2) While attending labor-management seminars at commercial and government facilities sponsored or hosted by the national office of the Association of Civilian Technicians,

U.S. Department of Labor, Department of Defense, Wage Fixing Authority, etc.

(3) When representing the labor organization at third party proceedings.

(4) When representing the Association in the performance of representational duties during the fourth-step of the grievance procedures.

e. Compensatory time may be earned by the Association officials when they are required to attend Employer scheduled meetings which exceed the normal duty hours.

### **Section 8.5 - Sick Leave**

a. Sick leave is available for use in the following circumstance.

(1) When it is established that a technician is incapacitated for the performance of his duties because of sickness or injury.

(2) For medical, dental, or optical examination or treatment.

(3) When a technician's immediate family member is afflicted by a contagious disease that requires the care and attendance of the technician, and through exposure to the contagious disease, his presence at the duty location would jeopardize fellow technicians.

(4) The scheduling of sick leave for doctor's appointments and medical examinations will be done in accordance with guidelines established for the scheduling of annual leave. Individuals are to personally make all requests for sick leave directly to their supervisor within (2) hours of the start of the workday.

(5) Most covered Federal employees may use up to 104 hours (13 days) of sick leave each leave year to care for a family member or to arrange for or attend the funeral of a family member. Full-time employees may use 40 hours (5 days) of sick leave for these purposes without regard to their current sick leave balance. An additional 64 hours (8 days) may be used if the employee maintains a balance of at least 80 hours of sick leave in his or her sick leave account. (Public Law 103-388)

(6) Employees are entitled to use sick leave for purposes related to the adoption of a child. In addition, employees may substitute sick leave retroactively for all or any portion of annual leave used for adoption-related purposes between September 30, 1991, and September 30, 1994. (Section 629(b) of Public Law 103-329)

(7) Employees are entitled to use 7 days of paid leave each calendar year (in addition to annual or sick leave) to serve as a bone-marrow or organ donor. (Section 629(a) of Public Law 103-329)

## **Section 8.6 Family Leave**

a. This is a period of approved absence for incapacitation related to pregnancy and confinement. There is not a separate maternity leave as a type of leave. It is chargeable to sick leave or any combination of sick leave, annual leave, and/or leave without pay.

b. A technician should report her pregnancy as soon as it is known so that any necessary steps can be taken to protect her health or improve working conditions and so that necessary staffing adjustments may be planned. There is no arbitrary cut-off date, which requires the technician to cease work at a certain date or requires the technician to return to work at a certain date. The length of absence should be determined by the technician, her physician, and by her supervisor. An absence covering pregnancy and confinement is to be treated like any other medically certified temporary disability. A male technician may be granted annual leave or leave without pay for the purpose of assisting or caring for his minor children or the mother of his newborn child, while she is incapacitated for maternity reasons.

## **Section 8.7 - Excused Absences**

a. An excused absence is an absence from duty administratively authorized without loss of pay and without charge to leave.

b. Examples for which excused absences may be granted by supervisors are:

(1) To attend conferences whenever the Employer determines it that such attendance will serve the best interest of the federal service.

(2) To undergo a mental or physical examination as a condition for continued employment or promotional opportunity in the National Guard.

(3) To vote where polls are not open at least three hours before or after regularly scheduled duty hours, those technicians who vote in jurisdictions which require registration in person may be granted time off to register on substantially the same basis. A technician may be excused up to a full day under circumstances where the commuting distance of places of registration is considerable and registration is required in person or absentee ballot cannot be used.

(4) To participate as pallbearers or as members of firing squads in funeral ceremonies for members of the armed forces.

(5) To donate blood for the period of time necessary, normally not to exceed four hours. It is recognized that the individuals involved are expected to return to duty upon release by competent medical personnel.

## **Section 8.8 - Annual Leave**

a. Annual leave is subject to approval by the immediate supervisor and will normally be requested in advance. Requests should be submitted an equal amount of time in advance as the leave being requested, with a minimum of one day notice being required. Exceptions may be made at the supervisor's discretion in accordance with the workload. Emergency leave will be granted at the supervisor's discretion. If leave is disapproved, individuals have the right to appeal to the next higher supervisor. If the leave policy is followed, it may be assumed that leave is approved unless otherwise notified. Leave without pay may be requested if other leave is not available.

b. The technician, upon request, may be granted annual leave for a workday, which occurs on a religious holiday or his birthday.

## **Section 8.9 - Military Leave**

a. Military leave permits a technician to be absent from technician duties without charge to annual leave or loss of technician pay while performing active duty and/or active duty for training. Military leave will be administered IAW NG PAM (AR) 37105-1.

b. Non-workdays falling within a period of absence while on military training duty are charged against the military leave days available during the year; non-workdays occurring at the beginning and end of the period are not charged. The combining of annual or compensatory leave with military leave for non-workdays' falling within a period of military duty-is not authorized.

c. Military leave is authorized for use by permanent and indefinite technicians. Temporary technicians are not entitled to military leave.

## **Section 8.10 - Absence Without, Leave/Tardiness**

a. Employees are expected to be at the facility ready for work at the beginning of each workday. Those who are not present are late. If individuals are fifteen or more minutes late, they are absent without leave unless some type of leave is requested and approved.

## **Section 8.11 - Court Leave**

a. Court leave is leave of absence from duty without loss of pay or charge to annual leave. Court leave will be extended to a technician when he is summoned to appear, as a witness in judicial proceedings on behalf of a state, or local government, or when he is required to perform jury duty in a federal, state, or municipal court.

b. **WITNESS IN OFFICIAL CAPACITY.** When a technician is summoned or assigned by the Employer to testify in his official capacity or to Produce official records at a judicial proceeding, he is an official duty status, as distinguished from the leave status, and entitled to regular pay.

c. **WITNESS IN UNOFFICIAL CAPACITY.** If the technician is serving as a witness in behalf of a private party and not on behalf of a government, his absence may be charged to annual leave, leave without pay, or compensatory leave. Fees and expenses paid incidental thereto may be accepted.

d. **EVIDENCE OF COURT SERVICE.** The request to appear in court should be presented to the supervisor as far in advance of the actual court day as possible. Upon return to duty, the technician will submit written evidence from the court reflecting the dates (and hours if possible) of his attendance in court. Notation should be made on the time and attendance report for the days and/or hours of court leave granted while absent.

e. Court leave is granted only for those days and hours the technician would otherwise be in a pay status.

f. **COURT FEES.** For fees received for duty as a witness or juror, the following will apply:

(1) If a technician is absent from his regularly scheduled duties to serve as a juror in a state or municipal court, he will collect all fees and allowances payable as a result of the jury service. The technician must tender the fee to the appropriate representative of the USPFO for proper disposition; however, he is permitted to keep all mirage fees.

(2) A technician eligible for court leave may not accept jury fees for service in a federal court where the service is performed during the regularly scheduled workweek.

(3) Technicians who perform jury service on non-workdays are entitled to retain the fees received for such service. He may accept and keep any allowances for mileage and subsistence authorized by law to cover actual expenses incidental to jury service.

(4) A technician who performs jury service that does not conflict with regular hours of employment may retain the usual fees for jury service.

(5) Fees received for jury duty either in a federal or state court on a holiday falling within the technician's basic tour of duty may be retained by him.

(6) A technician who is in a leave without pay status when called for jury service, either in a federal or state court, may retain jury fees and per diem allowed for each day's attendance in court and for the time necessarily occupied in going to and from the court.

(7) Technicians shall not be paid witness fees when testifying on behalf of the United States Government; they shall be paid their regular salary. Time served as a witness will not be deducted from annual leave. A technician who is called as a witness for the United States may accept and retain fees if he is on LWOP status during the entire period.

## **Section 8.12 - Charging of Leave**

All categories of leave will be charged in multiples of one quarter (1/4) hour.

## **Section 8.13 - Compensatory Time**

Compensatory time will be earned for any time worked in excess of normal duty hours per day or any time worked on weekends. Any compensatory time worked by a technician must be approved in advance by the supervisor. Compensatory time will be accrued and used in one (1/4) hour increments. The requirement for requesting compensatory time off, are the same as apply to requesting annual leave.

## **Section 8.14 - Leave of Absence**

a. Technicians may be granted leave of absence without pay in accordance with applicable federal laws and regulations.

b. A technician returning to duty from an approved leave of absence will be returned to the position held at the time his leave commenced, unless prevented by extenuating circumstances. The Employer is required to notify technicians of any changes which occur in their full-time position during a leave of absence.

c. It is the individual's responsibility to provide the Employer with an address where he may be reached during a leave of absence.

## **Section 8.15 - Law Enforcement Leave**

a. Law enforcement leave permits a technician to be absent from technician duties without charge to annual leave or loss of technician pay when ordered to provide military assistance to civil authorities in the protection of saving life, property, the prevention of injury, and drug interdiction.

b. Technicians are entitled up to 176 hours of Law Enforcement leave a year. Unused time cannot be carried forward to the next year.

c. Available Law Enforcement leave may be used at the technicians option. A technician may also use annual leave, compensatory time earned, or LWOP, instead of, or in combination with Law Enforcement leave. There is no requirement to use Law Enforcement leave first or at all during a period of this duty. However excused absence, administrative leave, and military leave cannot be used when performing such duties. Non-workdays falling within the period of duty is not charged against Law Enforcement leave. This provision may change if regulatory requirements change. In this case changes will be coordinated with the Association and announced to the technician work force.

d. When a technician is in Law Enforcement leave status, military pay and allowances

(other travel, transportation, or per diem allowances) must be credited against the technician pay and, if less than the technician pay, the technician will be paid the difference. If the military pay earned during Law Enforcement leave exceeds the technician's full-time pay, the technician will not receive a technician salary, nor will a refund of the excess military pay be required.

### **Section 8.16 - Federal-Friendly Leave Policies**

Federal employees are entitled to a total of 12 administrative workweeks of unpaid leave during any 12 month period for (a) the birth of a son or daughter and care of the newborn; (b) the placement of a son or daughter with the employee for adoption or foster care; (c) the care of a spouse, son, daughter, with the employee for adoption or foster care; (c) the care of a spouse, son, daughter, or parent with a serious health condition; and (d) a serious health condition of the employee that makes the employee unable to perform the duties of his or her position. Upon return from such leave, an employee must be returned to the same position or to an equivalent position with equivalent benefits, pay, status, and other terms and conditions of employment. (Public Law 103-3)

## **ARTICLE IX CONDUCT, DISCIPLINE, AND ADVERSE ACTIONS**

### **Section 9.1 - General**

a. This article applies to matters of CONDUCT only. Actions that relate to JOB PERFORMANCE are accomplished in accordance with the agency performance appraisal system, as modified by the Performance Appraisal Article of this contract. When disciplinary action is necessary it should strive to achieve a constructive end result, and will not be used as a means to harass technicians.

b. The parties agree that conduct may be improved through counseling or disciplinary actions. Counseling a technician can normally resolve a problem without the need for disciplinary or adverse action. Disciplinary action should be undertaken for the sole purpose of correcting misconduct with goals of preventing problem situations and maintaining discipline and morale among other technicians.

c. In order to be effective, constructive discipline must be initiated within a reasonable period of time after the offense becomes known to the technician's supervisor.

### **Section 9.2 - Counseling/Warning**

a. Counseling is a friendly business like exchange of information guided by the supervisor and has the specific purpose of improving the technician's conduct or knowledge of a particular subject. It is not disciplinary action.

b. Warnings may also be used to resolve conduct problems. Like counseling, warnings are a private matter between the technician and their supervisor and are not disciplinary actions.

Unlike the counseling, a warning has a more serious intent because it may serve notice that disciplinary or adverse action may be imminent should conduct, not improve.

### **Section 9.3 - Disciplinary Action**

a. Disciplinary action consists of oral admonishments and written reprimands.

b. Before disciplining a technician, the supervisor gathers all available facts and discusses them with the technician, informing the technician of the reason for the investigation. After considering the technicians response, the supervisor then advises the technician if the discussion resolved the matter. If an oral admonishment or letter of reprimand is decided upon the following procedures will apply:

(1) An oral admonishment:

(a) Is a disciplinary action that notifies a technician to desist from a certain course of action. The supervisor describes the offense in sufficient detail to enable the technician to understand why the admonishment is necessary. The technician may have an Association Representative, if so desired.

(b) Is annotated in pencil (Date and Subject), on the NGB Form 904-1, and will specifically contain the words "oral admonishment". The admonishment should not be retained longer than eighteen (18) months unless reoccurrence of the infraction continue.

(c) An appeal of an oral admonishment may be made through the negotiated grievance procedure. A successful appeal will cause any record of the admonishment to be deleted.

(2) A written reprimand:

(a) The reprimand will be issued IAW TPR 752.

(b) Is normally signed by the appropriate cleared with the HRO for procedural accuracy.

(c) The technician may have an Association Representative, if so desired, during questioning.

(d) Describes the offense in sufficient detail to enable the technician to understand why the reprimand is necessary.

(e) Informs the technician that the letter will be filed as a temporary document in the Official Personnel Folder (OPF), until a specific date, not to exceed eighteen (18) months, unless reoccurrence of the infraction continues.

(3) An appeal of a letter of reprimand may be made through the negotiated

grievance procedure. A successful appeal will cause the action to be withdrawn and any record of the action to be deleted.

(4) Once the reference to an oral admonishment is erased, or a letter of reprimand is removed from the OPF, it is to be regarded as never having occurred. Reference may not be made to the withdrawn record, and it may not be used or relied on to support any subsequent actions.

#### **Section 9.4 - Adverse Actions**

a. Adverse action is an administrative action that results in removal, suspension, or reduction in grade of any technician.

b. Adverse actions shall not be initiated by any supervisor without prior consultation with the HRO TPR 752, except as modified below, will govern adverse actions.

(1) Technicians will be given adequate notice of adverse actions. The notice will be fifteen (15) calendar days, except when removal is concerned, the notice will be thirty (30) calendar days. The notice will either be given in person or U.S. Certified Mail with return receipt requested.

(2) Technicians will be given a Notice of Original Decision, signed by the Reviewing Official, that will state the specific action being taken. Upon receipt of the decision the technician has twenty (20) calendar days to file for an appellant review by the Employer or an Administrative Hearing conducted by a National Guard Hearing Examiner, but not both.

(a) Technicians requesting an appeal shall state their dissatisfaction and include with the appeal any proof or other supportive documents. The appeal letter will also include whether or not the individual requests representation.

(b) The employer may grant a stay of an adverse action charge until all appeal rights have been exhausted.

#### **Section 9.5 - Representation**

a. If a technician believes that a formal discussion with a supervisor may lead to disciplinary or adverse action, the technician has a right to request representation of his choice. If a technician requests representation, no further questioning will take place until the technician's representative is present.

#### **Section 9.6 - Administration**

a. In any disciplinary action, a technician will, upon written request, be furnished a copy of all written documents in the Employer's files which contain evidence used by the Employer to support the disciplinary action. Informal notes made by supervisors that alleges infraction, lateness, and the like, may not be used as evidence in proceedings against technicians unless

disclosed beforehand.

b. No written entry will be made in a technician's file concerning disciplinary matters without the knowledge of the technician. The technician will initial the entry. The technician's initials acknowledge that the technician KNOWS that the entry was made, but in no circumstances may initialing the entry be considered as an agreement with the entry or an admission of guilt.

## **ARTICLE X POSITION DESCRIPTION AND CLASSIFICATION**

### **Section 10.1- General**

Upon appointment, a technician will be assigned to duties in accordance with his/her official position description. The technician's position description prescribes the work relationships, scope and principal duties. Technicians will not be required to perform non-mission related duties on a recurring basis when such duties could adversely affect the technician's grade or when detailing would be appropriate.

### **Section 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 job/position, and should be of the same level and classification that the individual is currently graded. This does not preclude management from assigning additional, though unrelated duties. If unrelated duties are assigned on a routine basis, the position description should be amended to include such duties. Work assignments shall not be in violation of prohibited personnel practices nor any relevant law, rule, regulation or this agreement.

### **Section 10.3 - Changes in Position Descriptions**

a. Changes in a position description will be made available to, and discussed with, the Employee concerned. If an adverse impact is anticipated, the impact will be negotiated with ACT prior to implementation.

(1) Management will explain to employees the basis of classification of positions and provide employees an opportunity to resolve questions as to adequacy and accuracy of duties and responsibilities in their positions. The employees will be notified in advance when an action is to be taken which will have an adverse effect on their pay or status.

### **Section 10.4 - Appeals**

a. A technician has the right to appeal the classification of his/her position to which he/she is officially assigned.

(1) An employee desiring to file a classification appeal shall first discuss the matter with his/her supervisor. An ACT representative shall be present at the meeting if the

employee so desires. The HRO shall advise and assist employees on procedural aspects of filing classification appeals.

(2) Employees will be informed that they may select a representative of their own choosing to present their appeals.

### **Section 10.5 - Reviews**

The Employer and ACT will encourage employees to periodically review their job descriptions for the positions they occupy and to report significant changes in responsibilities and duties to their supervisor. All efforts will be made to correct the deficiencies that may exist.

## **ARTICLE XI PERFORMANCE APPRAISAL SYSTEM**

### **Section 11.1 - Policy**

a. This article addresses the technician performance appraisal system as it applies to bargaining unit members and in accordance with the negotiated DCARNG TPR 430 regulation.

b. Responsibilities and procedures for seeking adjustment to a performance appraisal and performance standards will be accomplished in accordance with TPR 430 dated 1 October 1997 and the negotiated DCARNG TPR 430 regulation and the provisions of this agreement.

### **Section 11.2 - Responsibilities**

#### **a. SUPERVISORS.**

(1) In cooperation with each subordinate technician establish performance standards and critical elements of their position. Performance standards will be developed from the official position description for the position in question and will be based upon organization requirements pertinent to the incumbent's technician duties and responsibilities. The supervisor retains the right to establish the actual performance standards and critical elements for the position and will ensure that the written standards are measurable in terms of quality, quantity, and timeliness.

(2) Technicians will be periodically provided feedback throughout the appraisal period on how well they're progressing compared against their established performance standards. When technicians are formally counseled these counseling sessions will be recorded on their NGB Form 904-1 (Official Personnel Folder). A Bargaining unit employee is entitled to be represented during any formal counseling that may lead to disciplinary action if so requested.

(3) Use only established performance standards to appraise technician performance.

(4) A technician who has been placed in a light duty status in excess of 30 days

will have a performance standard developed for these duties and documented on the technician's NGB Form 904-1. A performance appraisal will only be initiated when the technician has been assigned these duties in excess of 120 days.

(5) The evaluation of a technician's performance of assigned duties is paramount in the evaluation process. Items of a disciplinary nature will be administered IAW TPR 752.

**b. TECHNICIANS.**

(1) Participate in and provide input in the development of performance standards and critical job elements of their position.

(2) Advise their supervisor when there is a need to revise performance standards and critical elements at any time during the appraisal period.

(3) Technicians may request to meet with their supervisor during the rating period to review their performance as compared to the established performance standards.

(4) If for any reason it is determined that modifications need to be made to the employee's performance plan, such changes should be accomplished in accordance with Section 15.2a(1), above.

**Section 11.3 - Personnel Actions Based on Performance**

a. **WITHIN-GRADE INCREASE.** To be eligible for a within-grade or a step increase, overall performance must be at the fully acceptable level or higher, as reflected on the performance appraisal on file in the HRO for the current rating period.

b. **AWARDS.** Technicians demonstrating an overall level of performance that exceeds the performance standards may be recommended by their immediate supervisor for an award under the technician incentive awards program.

c. **TRAINING.** It is recognized that training is a valuable means of assisting the technician in improving performance. Counseling sessions between supervisor and technicians may result in the identification of specific training needs. Recommendations for training should not be limited to less than the fully acceptable performer, but may be made available to assist a technician to achieve a higher level of job performance and proficiency. Thus, training may be remedial or developmental and may be applicable to developmental and journeymen level positions.

**Section 11.4 - Appraisals of Association Officials**

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

## Section 11.5 - Unacceptable Performance

a. If the technician's overall performance rating numerical score is 10 points or less or if a rating of 0.1 or less is given in any one of the critical elements of the performance standards, the technician will be considered for personnel action based upon unacceptable performance. Normally, personnel actions taken as a result of unacceptable performance will be reduction in grade, reassignment to a position for which the technician demonstrates more suitable qualifications, or removal. Performance during this process will be considered as unacceptable for within-grade increase purposes thus precluding the award of a within-grade increase during this period of counseling and opportunity for improvement in job performance.

b. When it is observed that a technician is developing performance trends which indicate the potential for unacceptable performance, the supervisor will begin counseling sessions to inform the technician of performance deficiencies. The sessions will also include recommendations for corrective actions, examine available training options, and other support which may be available to assist the technician in attaining and maintaining a fully acceptable level of performance.

c. Corrective action discussions held during performance counseling sessions will include the establishment of timetables for the technician to achieve the performance objectives set by the supervisor. When attendance at training sessions, formal schools, or on-the-job training is part of the corrective action criteria, the time for attendance at such training must be included in the corrective action time tables. Failure to successfully complete any schooling/training may be grounds for personnel action unless beyond the technicians control.

d. Once a counseling action to correct unacceptable performance trends has been initiated, the supervisor will continue such counseling sessions on a monthly basis until the corrective action objectives have been achieved. If after a reasonable period of time (normally 120 days, except in cases where training requirements extend the time period), the technician has not shown progress toward achieving a fully acceptable performance, the supervisor may elect to proceed with one of the available personnel actions identified within section 15.5(a).

e. If adverse action (reduction in grade or removal) is warranted, it will be accomplished in accordance with TPR 430, as modified by this agreement.

## Section 11.6 - Definitions

a. **APPRAISAL PERIOD.** The annual period of time, during the technician's birth month, but no less than 120 days, for which a technician's performance will be appraised.

b. **APPRAISER.** The individual most responsible for the technician's performance, for establishing performance standards, for counseling the technician on the critical and major job elements, and for appraising the technician based on preestablished, mutually understood performance standards. The appraiser is the technician's immediate supervisor.

c. **REVIEWER.** Normally, the second level supervisor in the supervisory chain. For

appraisals fully acceptable, the reviewer is also considered to be the approving official.

d. **APPROVING OFFICIAL.** A management official in the supervisory chain at a level higher than the reviewing official.

e. **PERFORMANCE STANDARD.** A description of the level of achievement, including quality, quantity, and timeliness, necessary to achieve fully acceptable performance of the duties and responsibilities of the position.

### **Section 11.7 - Appeals**

a. A technician desiring to file an appeal will forward a written request in letter format. The appeal cannot be filed later than 30 calendar days after the date on which the technician receives a copy of the appraisal. As a minimum, the appeal request will contain the following information:

(1) Name of the technician filing the appeal.

(2) Organization

(3) The appraisal being appealed, to include the time period covered by the appraisal.

(4) Information which serves as the basis for an appeal, to include reasons why the appraisal should be changed.

(5) Date the notice of appraisal was received by the

b. Appeals must be addressed and forwarded to District of Columbia Review and Appeals Board, 2001 East Capitol Street ATTN: HRO-LRS Washington, DC 20003-1719.

c. The Commanding General will issue his final decision within 30 calendar days of receipt of the recommendation from the Review and Appeals Board. This decision may be delayed, should there be mitigating circumstances warranting such a delay. A technician has no appeal rights beyond the Commanding General on these matters.

## **ARTICLE XII MERIT PROMOTION AND PLACEMENT OPPORTUNITIES**

### **Section 12.1 – Purpose**

To provide upward mobility for bargaining unit technicians by giving full consideration to the on-board technician force. To provide procedures that will insure that each technician receives full consideration for all bargaining unit vacancies for which they qualify. Management officials have a special responsibility for seeing that violations do not occur either by error or design.

## Section 12.2 - Objectives

- a. This article will be used only for filling bargaining unit vacancies that management elects to fill in the expected and competitive services of the Army Aviation Support Facility (AASF), District of Columbia Army National Guard (DCARNG), and will be used for all promotions, and competitive reassignments.
- b. To present for management's consideration qualified applicants.
- c. To give technicians an opportunity to receive fair and appropriate consideration for higher level jobs.
- d. To insure maximum utilization of technicians.
- e. To provide an incentive for technicians to improve their performance and develop knowledge, skills, and abilities.
- f. To provide for bridge positions in support of the Upward Mobility Program.

## Section 12.3 - Definitions

- a. **PROMOTION.** Is the movement of an employee, while serving continuously at the same agency, to a position at a higher grade level within the same job classification system and pay schedule, or to a position with a higher rate of basic pay in a different job classification system and pay schedule.
- b. **INTERNAL PLACEMENT.** Changing of a technician from one position to another, through the competitive program process, but with limitations to those technicians currently employed by the unit at the time of the advertisement of the position.
- c. **RATING PANEL.** The employer's representatives that rate all applications in accordance with the criteria established by this Article for the purpose of determining the five (5) best-qualified applicants.
- d. **SELECTING OFFICIAL.** As designated on the vacancy announcement.
- e. **DETAILS.** For additional duties and details, it is acknowledged that there are vacancies that exist from time to time that are not or cannot be filled due to management decisions; these duties may be equitably distributed among the remaining work force in the area of concern on a fair and equitable basis. When additional duties and/or details are impacting a bargaining unit member's ability to perform his/her assigned duties, the Employer will either reassign the additional duty/detail to another position description or attempt to fill a vacant position.

## **Section 12.4 - Employee Responsibilities**

Individuals are responsible for familiarizing themselves with the provisions of this Article and assuring that applications are accurate, complete, and concise in relation to the present duties being accomplished and the position being applied for. The employee should notify their supervisor of their intent to apply for an advertised position.

## **Section 12.5 - 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 technicians entitled to a grade retention as a result of a RIF or reclassification.

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

d. Repromotion to the same grade or an interviewing grade of a position from which a technician was demoted without cause and not at his or her own request, if the downgrading has occurred within the last (2) years.

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

f. Position changes required by RIF Article of this agreement.

g. Selection of a former technician 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 at the AASF District of Columbia National Guard within the last two (2) years.

h. Temporary promotion of 120 days or less.

i. Detail of less than 120 days to a higher graded position or to a position with known promotion potential.

**Section 12.6 - Indefinite Positions.** Indefinite appointments will normally be announced and filled using the procedures within this Article.

## **Section 12.7 - Vacancy Announcements**

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

- (1) Title, Series, Grade, and Salary Range of the position.
- (2) Type of Appointment - Competitive or Excepted.
- (3) Military Requirements - Applicant does not have to be assigned to the position or possess the MOS to apply or be considered for selection.
- (4) Summary of duties and minimum qualification, general and specialized experience requirements.
- (5) Organizational and geographical location of the position.
- (6) Information regarding known promotional potential, if any.
- (7) Opening and closing dates and how to apply.
- (8) Equal Employment Opportunity statement.
- (9) The knowledge, skills, and ability factors by which applicants will be rated for the position.
- (10) Whether or not trainee will be accepted.
- (11) Notification of records update, (i.e., SF 171 or 172).
- (12) Areas of consideration.
- (13) Selective Placement Factors: requirements, (i.e., driver's license).
- (14) Security Clearance.

## **Section 12.8 - Vacancy Posting**

Vacancy announcements will be posted for a minimum of fourteen (14) calendar days, in a central location within the AASF. A copy will be provided to each shop steward.

## **Section 12.9 - Areas Of Consideration**

The areas of consideration for each specific position vacancy announcement will be as follows:

**Area 1** - All presently employed permanent D.C. Army National Guard Federal Technicians.

**Area 2** - All current members of the D.C. Army National Guard Federal Technicians

**Area 3** – Individuals who possess the necessary qualifications for military membership in the DCARNG.

### **Section 12.10 - Sequence Of Consideration**

It is fundamental to the operation of the Merit Placement Program that currently employed technicians receive priority consideration for promotion opportunities for which qualified. Therefore the following guidelines are established concerning sequence of consideration.

**POSITIONS ABOVE ENTRY LEVEL:** 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 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 initial certification of eligible candidates to the Nominating Official will normally include only Group I applicants. When there are less than three (3) qualified Group I applicants, the Nominating Official may request to have qualified Group II and/or III applicants included on the initial certification. In cases where three (3) or more qualified Group I applicants were certified initially, the Nominating Official may (after consideration of the Group I applicants) request certification of consideration any qualified applicants from Group II and/or III. In any case, consideration must be given to qualified Group I applicants, and then to Groups II and III, respectively. This provision in no way infringes upon the right of the Nominating Official to select or not select from any group of properly certified eligible candidates, provided his/her action is based on job related criteria.

### **Section 12.11 - Application Procedures**

The application is the document by which the individual's qualifications for the position is 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 data is essential to insure fair evaluations of candidates. **APPLICANTS MUST SPECIFICALLY ADDRESS THE BASIC ELIGIBILITY FACTORS (WHICH INCLUDE GENERAL AND SPECIALIZED EXPERIENCE), AND KSA FACTORS AS STATED ON THE VACANCY ANNOUNCEMENT.** Along with the application discussed below, supplemental forms that show all of the candidates' qualifications may be submitted. Applications will be submitted as follows:

- a. Technicians will apply on SF 171 or a SF 172, provided it was completed within the last 12 months, an OF-612 or resume.
- b. Applicants are encouraged to complete a new application for each position they are applying for and to contact the HRO for assistance in completing their applications.
- c. Technicians on leave, in school, or training status, or absent from their normal work location for any other authorized purpose during the open period, and who possess the

qualifications the announced position will be notified by their supervisor of the vacancy and given the opportunity to apply for the position.

d. Applications will be mailed to the Human Resources Office (HRO), not later than 2400 hours on the closing date specified on the vacancy announcement and must be postmarked on or before that date. Government postage will not be utilized to mail the application.

### **Section 12.12 - Time Limits**

The selection process, including the rating and the ranking panel, will be concluded within forty-five (45) calendar days after the vacancy announcement closing date; except in unusual situations.

### **Section 12.13 - Establishment Of KSA Factors**

The knowledge, skills and ability factors (KSA) required for the position to be filled will be prepared by the HRO prior to the advertisement of the position. The HRO may consult with the subject matter expert regarding the preparation and determination of the KSA factors.

### **Section 12.14 - Processing Applications**

a. The HRO will ascertain that only applications that are postmarked on or before the closing date will be considered, and will retain the postmarked envelopes for (2) years after the appointment is made for any given position. The HRO will evaluate the application to determine that the applicant meets the basic qualifications of the advertised position.

b. If there are more than ten (10) qualified applicants, the HRO will appoint a rating panel for the purpose of rating the candidates to determine the ten (10) best qualified. In the event that there are (10) or less qualified candidates, the HRO will provide the nominating supervisor with the applications and selecting certificate.

### **Section 12.15 - Rating Panels**

Rating panels shall be established for the purpose of rating and ranking candidates for the position to be filled.

a. The rating panel will consist of not less than three (3) members. If possible, two (2) members will be selected from the technical area of the promotion concerned. One member will be a supervisor from outside of the affected major section. An HRO Representative will serve as a non-rating advisor to the rating panel. Rating panel members will be appointed by letter and upon completion of the appointments by the HRO, the labor organization will be provided a copy of the appointment letter.

b. To avoid the appearance of a conflict of interest, a nominating official should not serve as a member of a panel convened for the purpose of rating or ranking candidates for vacancies within his area. Candidates for the promotion vacancy cannot serve on the rating panel.

## Section 12.16 - Evaluating And Ranking Candidates

a. If a panel is required, Reference 12-14 b., all candidates' applications meeting Basic Eligibility for promotion or internal placement from within the first group of consideration will be presented for evaluation by the rating panel.

b. A "Point System" will be utilized to establish the ranking of candidates. Items to receive ratings are as follows:

(1) KSA Rating (All Factors):

(a) **"A" Level Experience:** Candidates possess type and quality of experience that substantially exceeds the basic requirements of the position, including, selective placement factors, and that would allow the candidates to perform effectively the position almost immediately or within a minimum of training and/or orientation.

(b) **"B" Level Experience:** Candidates possess' type and quality of experience that exceeds the basic requirements of the position, including selective placement factors, and that would allow the candidate to perform effectively in the position within a reasonable period of time, (i.e., three (3) to six (6) months).

(c) **"C" Level Experience:** Candidates satisfy the basic requirements of the position with respect to experience, including selective placement factors. However, type and quality of experience beyond that which is basically required are minimal and/or extensive additional training and/or orientation would be required to enable the candidate to satisfactorily perform the duties of the position.

**NOTE:** The point value assigned to A, B, C, level experiences will be based on the following knowledge, skills, and abilities (KSA) table. The point value may vary depending on the number of KSA factors used for the rating. KSA factors will be the same for all applicants evaluated.

### KNOWLEDGE, SKILLS, & ABILITIES (KSA) TABLE

LEVEL	3 KSA Factors	4 KSA Factors	5 KSA Factors	6 KSA Factors	7 KSA Factors	8 KSA Factors
A	33.3	25.0	20.0	16.6	14.2	12.5
B	28.3	21.2	17.0	14.1	12.1	10.6
C	23.3	17.5	14.0	11.6	10.0	8.7

**EXAMPLE:** Using five (5) KSA Factors, a candidate's combined Category rating of AABBC (20, 20, 17, and 14) converts to 88. Also If a candidate was found to rate a "C" in all KSA categories the Rating would be 70. If the rating was "A" in all categories, the Total would be 100.

2. **AWARDS:** Credit is awarded for pertinent honorary and monetary awards and

outstanding/excellent performance ratings. The HRO will analyze the applicants' awards record and document qualifying awards on NGB Form 300-4. The recency of the award or rating is also considered to assure that current qualifications are reflected. Awards that are more than three (3) years old will not be considered. A maximum of six (6) points may be credited for this factor. Points are assigned as follows:

Performance Ratings	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year
Outstanding	3	2	1
Excellent	2	1	0
Sustained Superior Performance	1	1	0
Suggestion Award	1	0	0

**Section 12.17 – Referral of Candidates**

Following the evaluation of candidates, the HRO will refer the ten (10) highest rated candidates to the nominating official. Candidates will be listed in order of ranking on the Referral Certificate. Applications and supporting documents submitted by those candidates will also be forwarded to the nominating official.

**Section 12.18 - Actions By The Selecting Official**

The selecting official has the right to select or not select any of the candidates referred to him. This action is included in the forty-five (45) day period reserved for the selection process. (SEE Para. 12.12).

a. Provide for a fair and impartial interview of each eligible candidate. If personal interviews are not possible telephone interviews will be conducted if possible. This provides another means of evaluating and comparing and gives eligible candidates a chance to discuss the position and their qualifications.

b. After interviewing the candidates, make the selection, or provide the definitive justification to the HRO for non-selection of each candidate on the promotion certificate.

(1) For purposes of the this section, "definitive" means: A reason for non-selection which provides a non-selected group "I" applicant with information as to an area or areas where he needs to improve.

(2) Once justification has been accepted by the HRO, the remaining basically eligible candidates will be submitted to the nominating official.

(3) The selecting official will then complete the action in Para. A for those candidates.

(4) Should the selecting official conclude that NONE of the remaining candidates are to be selected, the nominating official will complete the requirements of this paragraph prior to requesting, in writing, any certificate from any other source.

c. Sign and return the certificate to the HRO.

d. Insure employees are hired in a trainee status are informed of the approximate duration of the training, necessary to become fully qualified.

e. If for some administrative reason the selection process cannot be completed, the selection package will be returned to the HRO.

### **Section 12.19 - HRO Action**

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

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

c. Arrange a release date of selectee.

d. HRO will advise, in writing, those individuals who did not meet the qualifications required for the position.

e. Reference 12-16 e, (above). The HRO will notify the candidates as to the reason for the delay (i.e., lack of funding).

f. When selecting official non-selects the entire promotion certificate, HRO will ensure the justification provided for each candidate is IAW 12.6 (b).

**NOTE:** The labor organization appreciates the agency's concern that each time a selecting official provides a stated reason for not selecting a group I applicant, there is the possibility that the non-selected applicant will not agree with the selecting official's reason. The labor organization, also, understands that is a management right to select or non-select.

### **Section 12.20 - Release Of Selectee**

After selection for promotion/placement a technician must be released promptly from their present position. Release will normally be within two (2) weeks after the selection, either the start of the 1st day of the next pay period, or the fill date as specified on the vacancy announcement.

### **Section 12.21 - Expiration Of Referral Certificate**

If the vacant position is not filled, the referral certificate will remain in effect for one (1) year, unless those on the certificate agree in writing to withdraw from the certificate.

### **Section 12.22 - Records Retention**

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

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

(1) Copy of the vacancy announcement.

(2) Copies of NGB Referral Certificate, and a copy of the screening panel.

(3) Copies of SF 171 and attached documents.

(4) Forms used in the Evaluation & Rating Process.

(5) Record of the "Stopper List" having been cleared (for Competitive positions Only).

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

### **Section 12.23 - Grievances**

a. A technician who believes that proper procedures were not followed in a particular placement action for which they were an applicant may present a grievance under the grievance procedures agreed to in this contract. A grievance will not be considered when it is based solely on non-selection.

b. The Employer, upon written request, will provide to the labor organization the promotional material utilized in assessing the qualifications of the eligible candidates in an alleged, or formal grievance action. Confidentiality of promotion material will be maintained by the labor organization.

c. If a grievance concerning merit promotion has been initiated, no action to cancel the vacancy announcement will take place until the grievance is resolved.

### **Section 12.24 - Inquires**

Should a non-selected technician wish to know the possible reason(s) for non-selection, they may request an administrative review of their rating. The HRO will address the areas where improvement can be made to enhance the individuals promotion potential. NOTE: The intent herein is not for the employee to grieve his non-selection, but to provide the employee an awareness of potential weakness. This will not preclude an employee from filing a grievance under the provisions of Section 12.21 of this Article.

### **Section 12.25a - Details, Promotions and Repromotions**

a. Details will not exceed 120 days. To detail an employee for ten workdays or more the supervisor must submit and SF-52, Request for Personnel Action, to the HRO in advance of the action.

b. When the Employer requires the duties of an established higher graded position to be performed for a period of more than thirty days, the employee will be temporarily promoted rather than detailed.

c. SF-50's reverting temporarily promoted Association members from supervisory positions back to the bargaining unit will include a statement reinstating the employee's Association dues withholding.

d. An employee may be promoted without competition when the position occupied is upgraded through classification.

e. An employee involuntarily demoted without personal cause is entitled to special consideration for Repromotion. Employees who believe they are entitled to such consideration will forward a description of the circumstances with their application. Consideration of employees eligible for repromotion will precede efforts to fill the position by competitive procedures.

### **Section 12.25b - Reassignments**

a. Before any written notification of reassignment is given to any employee(s) within the bargaining unit, the Association will be given reasonable advance notification and an opportunity to negotiate the matter. Before directing reassignment, volunteers will be solicited. Volunteers being solicited to positions requiring different skills will be accomplished by utilizing applicable merit provisions.

## **ARTICLE XIII INCENTIVE AWARDS**

### **Section 13.1 – General**

The Association and the Employer agree that a well managed Incentive Awards Program can greatly benefit the technician program and be of real significance in improving the morale and well-being of the work force. The Employer will continuously publicize all aspects of the program and the Association will undertake to encourage technician participation.

### **Section 13.2 - Program Objectives.**

Incentive awards are an effective means to achieve greater efficiency, economy, and improvement of operations in the technician program by encouraging active participation of technicians. The program recognizes and awards technicians, individually or collectively, for achievements and suggestions contributing to the efficiency, economy, or other improvements of government operations that exceed normal job performance requirements, as well as those who perform outstanding special acts or services in the public interest in connection with official employment.

### **Section 13.3 - Program Scope.**

The Incentive Awards Program addresses awards or recognition in the following areas:

- a. Suggestions;
- b. Inventions;
- c. Sustained superior performance (SSP) (special achievement awards);
- d. Special acts or services (special achievement awards);
- e. Length of service recognition;
- f. Honorary awards and other methods of recognition;
- g. Letters of commendation or appreciation;
- h. Quality salary increase (QSI); and
- i. On the spot cash awards.

### **Section 13.4 - Program Administration**

a. The parties agree that the details outlining the purpose, scope, and administrative procedures relating to the Incentive Awards Program are published in TPR 451 and further defined, as pertains to members of the bargaining unit, in this article.

b. In the event TPR 451 is revised during the term of this agreement, the Employer agrees to conduct appropriate impact and implementation (I&I) bargaining with the Association on matters concerning the Incentive Awards Program which may impact on this agreement.

### **Section 13.5 - Incentive Awards Committee**

An incentive award committee will be established by the Employer and will serve all technicians at the Aviation Support Facility.

The Employer agrees to establish a committee that will consist of a representative from the Association when AASF bargaining unit members are nominated. The Association will submit nominations for the committee membership upon request. The chairperson will be appointed by the Employer. Committee meeting minutes will be provided to the Association.

### **Section 13.6 - Program Promotion**

a. The Employer agrees to provide for maximum publicity of the technician Incentive Awards Program. This publicity shall be in an appropriate format; e.g., posters or articles in material published by the HRO, so as to attract broad and continued attention to the program.

b. The Employer will publish information of approved awards as deemed appropriate in order to further publicize the Incentive Awards Program.

## **ARTICLE XIV REDUCTION IN FORCE**

### **Section 14.1 - General**

The Commanding General is responsible for implementing a reduction in force.

### **Section 14.2 - RIF Procedures**

Procedures relating to a reduction in force will be governed by TPR 300 (351), Public Law 95-454, and this Article. The Employer agrees to negotiate Impact and Implementation procedures and appropriate arrangements.

### **Section 14.3 - Definitions, Competitive Levels, and Retention Register**

a. Reduction in Force (RIF). A RIF occurs when a technician is released from a competitive level by separation, change in lower grade, furlough for more than 30 days, or reassignment involving displacement of another technician, when lack of work or funds, reorganization, reclassification due to change of duties, or the need to make a place for a person exercising re-employment or restoration rights requires the agency to release the technician. Termination of temporary appointments or promotions and furloughs of less than 30 calendar days are not considered RIFs.

## b. Competitive Levels

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

(2) AGR positions will not be placed in the same competitive level as bargaining unit employees and they will not compete with bargaining unit technicians for bargaining unit positions.

c. Retention Register. A list of competing technicians within a competitive level, grouped by Tenure Groups, I, II, and III in descending order of their retention standing. This standing will be determined using the technician performance appraisal(s).

## Section 14.4 - HRO Responsibilities

a. Meet with the Association as soon as possible to explain the need for a RIF and negotiate Impact and Implementation procedures.

b. After Impact and Implementation bargaining with the Association, notification of the RIF will be in form of a posted written general notice as far in advance as possible.

c. Upon posting of a general notice a hiring freeze will be initiated on all vacancies for which employees affected by the RIF may qualify for.

d. The Employer will minimize displacement actions incurred by a RIF to the extent possible through reassignment.

e. A separate written notice will be given to each affected technician to be RIF'd at least 60 days prior to the effective date of the action. This notice will state specific actions and known alternatives to be offered to the technician.

f. Receipt of a new performance appraisal after a RIF has been authorized will not affect the technician's retention standing.

g. Technicians RIF'd will be placed on a re-employment priority list for two years. Individuals will receive priority placement for all suitable vacancies, at the same grade or representative pay rate of their former position. Reasonable efforts will be made to notify the individuals of any position vacancies two years from the notification of the RIF action.

## Section 14.5 - Appeals

a. A competing technician may appeal to the Employer if he believes that the Employer incorrectly applied the provisions of TPR 300 (351).

(1) An appeal may be submitted upon receipt of a specific notice, but not later than 30 calendar days before the effective date of the action.

(2) The appeal must clearly state the reason the technician believes the action affecting him is inappropriate, and must show that the Employer failed to comply with the RIF procedures outlined in TPR 300 (351); 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 technician indicates that he was not notified of a time limit and otherwise, was not aware of it, or that circumstances beyond his control prevented him 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. A copy of the decision stating what corrective action will be taken is then forwarded to the technician. The decision of the Employer is final, and there is no further right of appeal. A copy of the decision issued by the Employer will be furnished to the Association.

d. **CORRECTIVE ACTION.** The decision of the Employer may require the HRO to take corrective action is as follows:

(1) Correct the retention register.

(2) Correct the technician's specific notice.

(3) Restore the technician to his former grade or pay level or one of like seniority, status, and pay when the technician was reduced or separated improperly.

(4) Reimburse the technician for all pay lost as a result of any improper RIF action.

## **ARTICLE XV DETAILING OF TECHNICIANS**

### **Section 15.1 - Definition**

a. A detail is an official personnel action temporarily assigning a technician to a different established or pending position for a specified period of time, with the technician returning to, his 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.

### **Section 15.2 - Procedures**

a. Details of less than 30 calendar days may be executed by the Nominating Official without written authority from the HRO. Such details will be recorded by annotating the NGB Form 904-1.

b. Nominating Officials desiring to detail a technician to the same or lower grade for a period in excess of 30 days not to exceed 120 days will submit a SF 52 to the HRO requesting such detail and indicating the duration and purpose of the detail. Upon approval of the detail, the HRO will provide a copy of the approved SF 50 to the Supervisor/Technician.

c. The Employer realizes and acknowledges that details of technicians 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 and accepted before non-volunteers are assigned.

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

(3) To the extent possible the Employer agrees to fill all technician position vacancies that may impact on bargaining unit members rather than use details.

(4) 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.

### **Section 15.3 - Recording of Details**

Official details, over 30 days, will be recorded on SF Form 52 at the time the action occurs.

## **ARTICLE XVI TRAINING/EDUCATION**

### **Section 16.1 - General**

Although it is expected that personnel are basically qualified to perform their duties as a prerequisite to employment, the Employer and the Association recognize the continuing need for additional training or retaining.

### **Section 16.2 - Training Programs**

The Employer is responsible for training programs as may be required to improve the efficiency of the District of Columbia Army National Guard Technician Program. In developing these training programs, the Employer agrees to review plans with and consider recommendations from the Association.

### **Section 16.3 - Training Prerequisites**

Nothing in this article is to be construed as waiving the training prerequisites outlined in appropriate position descriptions.

### **Section 16.4 - Training Option**

Technicians involved in a reduction force or a major equipment change and assigned to a position that is not related to their past job description will be considered for a resident school, if one is available, for retraining. Technicians will have the option of selection of training in a civilian/military status, subject to the approval of the Commanding General.

### **Section 16.5 - Notification of Training Availability**

a. Management will ensure that current listings of all available government sponsored schools are prominently posted or otherwise made available to all technicians.

b. If a technician's school application is disapproved, it is the responsibility of the employer to notify the technician in a timely manner of the disapproval, why and at what level it was disapproved.

### **Section 16.6 - Adjustments in Work Schedules for Educational Purposes**

Technicians who are enrolled in a civilian educational program pertaining to a technician's official duties on an upward mobility program, may be permitted to revise their daily/weekly work schedule in order to attend a course of instruction not normally conducted during non-duty hours. Every effort will be made to accommodate the technician consistent with the mission of the organization.

### **Section 16.7 - Military Service Schools**

a. Training in a technician status is authorized under TPR 400 (410.4) and other appropriate regulations.

b. Before technicians attend military service schools, they will be advised of the school's requirements to the extent possible. Technicians must comply with the requirements of the school, including the wearing of the military uniform, unless civilian clothes are specifically authorized by the Employer.

c. Government quarters must be used if available in accordance with Volume II, Joint Travel Regulations (JTR), and be occupied based on military grade.

d. Technicians will not be required to perform incidental military duties such as charge-of-quarters, chief, officer-of-the day, etc., but will be expected to perform additional duties required of any civilian class member (TPR 400, Chapter 4.10, dtd 1 Apr 89).

## **ARTICLE XVII TRAVEL AND TEMPORARY DUTY**

### **Section 17.1 - Per Diem**

a. Travel and per diem will be authorized in accordance with Department of Defense (DOD) Joint Travel Regulations (JTR) Volume II. Technicians will not be directed to perform official travel at their own expense of at rates of allowances of reimbursement inconsistent with the provisions contained in Volume II of the JTR.

b. Technician travel orders will be issued when technicians are given work assignments at locations where the combination of actual hours of work and travel time exceeds 10 hours. IAW VOL II JTR .

c. Management understands that certain circumstances associated with temporary duty assignment away from normal duty station may cause undue personal hardships with technicians involved in that assignment, and therefore, any technician unduly affected will be reconsidered as to his temporary duty assignment. A technician, upon request, may be released from a temporary duty assignment if a qualified replacement is available and willing to work.

d. Advance per diem, for other than government credit card holders, will be computed at the average of the rate authorized for quarters and subsistence at the duty location, excluding per diem for travel days, based on the calculations of the servicing finance office. Arrangements for advance per diem will take into consideration, in addition to the cost of meals, the cost of government quarters, when their use is directed. Normally, advance per diem will be paid at a rate of 80 percent of the authorized amount. Technicians will inform their supervisor's of their desire for advance per diem at the time they are advised of the requirement to travel. The Employer will make arrangements for advance per diem which will be paid not later than five workdays prior to temporary duty (TDY) departure.

e. In the event advance per diem cannot be paid to a technician assigned to a TDY location and such duty would cause financial hardship, the technician's assignment will be reevaluated and consideration of the circumstances will be given to the effected technician. Removal from such TDY may be appropriate and may be accomplished at the supervisor's discretion.

f. Advance per diem will not be provided for an amount less than \$50.00.

### **Section 17.2 - Travel Notification**

Prior to a planned mission in a technician status away from home station, affected personnel shall be briefed by appropriate management representatives no later than five days prior to the technician's departure. The briefing will include, but not limited to, areas concerning pay, allowances, types of travel, types of quarters, types of leave used, use of credit cards and acceptance of them at the TDY location, and the names of supervisors in charge of all aspects of the mission. Under conditions of an operational emergency requiring deployment, whenever possible, technicians will be afforded a 72-hour notice. Volunteers will be requested and considered in all such operations.

### **Section 17.3 - Quarters**

a. Quarters for technicians on TDY will be based upon the installations published standards. The actual assignment is at the discretion of the installation billeting office. If the installation billeting office determines that quarters are not available, a certificate of non-availability will be provided. Where adequate government quarters are not available, the Employer is responsible to provide transportation between the duty station and quarters when required for accomplishment of the mission. Per Diem may be authorized and will be provided consistent with the JTR'S.

b. If a technician alleges that quarters are severely inadequate and not in accordance with established regulations, the supervisor will initiate an investigate of the complaint through USPFO Travel Section. The results of this investigation/inquiry will be given to the technician and the association, as required.

### **Section 17.4 - Work Performance**

a. At least two employees will be assigned to travel together when tasks of travel to be performed cannot reasonably and safely be accomplished by a single technician.

b. Technicians may earn compensatory time while performing technician duties at the TDY station when the hours extend beyond the normal duty day. IAW appropriate regulations.

### **Section 17.5 - Credit Cards (Government Charge Card Program)**

The issuance of credit cards to bargaining unit members will be consistent with the provision of Code of Federal Regulations and NGR 37-112, DTD 20 Sep 96. The Agency will not require the use of credit cards as long as the Agency:

- a. Maintains the ability to provide an alternate method; and
- b. Is not mandated to adopt the credit card program.

### **Section 17.6 - Orders**

a. TDY/travel orders will be issued for duty performed away from the individual's normal duty when the duty is expected to exceed 10 hours.

b. When reimbursement for miscellaneous expenses is required, SF 1164 may be utilized in lieu of DD Form 1610 or computer generated order.

### **Section 17.7 - Travel Options**

a. Technicians have the option of selecting their choice of mode of transportation for Employer directed travel. If Travel is scheduled by common carrier and the technician elects to provide his own transportation, reimbursement will be made in accordance with applicable JTR's. If travel is furnished by government vehicle, aircraft, auto, bus, etc., the technician is not entitled to reimbursement. Official travel time for technicians providing their own transportation will be the required time of the scheduled common carrier or the government furnished transportation.

b. Compensatory time may be granted when a technician(s) is traveling from a TDY station to permanent duty station via government transportation and a breakdown occurs causing arrival at home station after normal duty hours.

## **ARTICLE XVIII HEALTH AND SAFETY**

### **Section 18.1 - General**

a. The Employer is to provide a safe and healthful work place for all employees and will comply with applicable federal, state, and local laws and regulations relating to the safety of its employees. All employees, supervisors, and management officials are responsible for prompt reporting of observed, unsafe conditions, and practices. The Employer will assure that no technician is subject to restraint, interference, coercion, discrimination, or reprisal for filing a report of an unsafe or unhealthful working condition.

b. The Employer agrees to provide federally approved personal protective equipment and approved safety equipment. Technicians who fail to utilize available safety equipment within established guidelines, may incur disciplinary action.

c. Footgear. Where the job requires it, a technician will utilize the Employer issued standard safety shoes/boots. The Employer agrees to provide each technician requiring them, 2 pairs of safety shoes/boots. If the technician requires a specialized safety shoe, and the need is certified by the Employer, they will be supplied by the Employer at no cost to the technician. The technician is responsible for obtaining a doctor's certificate to indicate why the technician cannot wear the standard safety shoe issued by the Employer. The specialized safety shoes will conform to current military standards.

d. Safety Glasses. When and where required, safety glasses, to include the replacement of broken or damaged ones, will be provided by the Employer consistent with governing

regulations. This includes clear or tinted prescription lenses. Technicians are authorized to procure their own prescription safety glasses through private sources, up to the maximum amount paid under the current GSA contract. Procurement must be initiated and approved in advance using established local purchase procedures.

### **Section 18.2 - State Safety Committee**

a. The Association will nominate, for appointment by the Employer, 1 technician from within the bargaining unit, to serve on the committee.

b. The purpose of this committee is to assist and advise the Employer, in accordance with applicable safety directives, on matters affecting occupational health and safety.

### **Section 18.3 - Local Safety Council**

a. The Association will nominate, for appointment by the Employer, 1 technician from within the bargaining unit to serve as a member of the Army Aviation Support Facility Safety Council.

b. The names of personnel serving on the Safety Council will be published and posted on appropriate bulletin boards.

c. Association members of safety committees will be notified as to the availability of safety and health training and, specialized courses, when such training become available, will be allotted spaces for attendance with management members.

### **Section 18.4 - Work Situations**

a. Applicable safety directives will not be violated in the performance of a technician's duties. Assigned duties that violate safety directives will be brought to the attention of the immediate supervisor at once.

b. When it is determined that imminent danger exists, technicians will not be required to subject themselves to such danger. The technician may refuse to work if imminent danger exists and this refusal will not subject the technician to punitive or disciplinary action, unless the refusal can be conclusively proven to have been made under false pretenses.

c. Imminent danger is defined as any conditions where there is reasonable certainty that a danger exists that can be expected to cause of death or serious physical harm immediately or before the danger can be eliminated by redress through normal hazard reporting and abatement procedures.

d. A technician assigned emergency additional duties related to safety will receive, from the Employer, appropriate training in carrying out these responsibilities. Any protective equipment normally prescribed in combating the condition will be provided at the time the technician is engaged in the duty.

e. The Employer will take action immediately upon notification of an imminent danger to personnel in work area to

(1) Evacuate all endangered individuals from the affected area (situation requiring).

(2) Eliminate the conditions.

(3) Notify the safety officer of the situation;

(4) Notify the shop steward when the situation has been rectified;

### **Section 18.5 - Safety Publications**

The AASF Safety Officer will request from the originating agency those publications required in the administration of the technician health and safety program. Upon receipt, the AASF Safety Officer will distribute those publications and make known their availability so as, to provide access to them by technicians.

### **Section 18.6 - Safety Inspections and Investigations**

a. Whenever there is a safety inspection of a technician area, an official of the Association will be given the opportunity to accompany the inspector during the inspection. a. The Employer will notify the Association when advised that an outside agency is scheduled to conduct a survey or inspection within a specified technician work area.

b. In the case of accidents, 1 Labor Organization Member, and 1 Management Member of the Safety Counsel will review available facts and circumstances concerning the cause of the accident, unless prohibited by regulations.

### **Section 18.7 - Medical Surveillance**

a. The Employer agrees to establish a medical surveillance program for the express purpose of monitoring the health of employees whose occupation exposes them to toxic agents and/or other accumulative hazardous working conditions.

b. Medical surveillance records are for official use only and will not be released to any third party, unless:

(1) The third party request is based on an official need to know; and

(2) There is an employee generated Privacy Act release form on file.

### **Section 18.8 - Health Benefits**

During the annual open season period, the HRO, where possible, will have representatives of the major insurance plans available to explain benefits and variations of each plan. Dates and places will be established by HRO and the Insurance Carrier.

### **Section 18.9 - Emergency Data Record**

Each employee will be afforded the opportunity (on a voluntary basis), to complete an Emergency Data Record. This record will be kept in a central location, as determined by the Activity Supervisor, in case the emergency data is needed. These records will not leave the work site, nor will they be placed in the technician supervisor's work folder. Forms are available through HRO and/or normal supply channels.

### **Section 18.10 - Smoking/Tobacco Policy**

The Employer and the Association agree that an Agency prepared smoking policy is required to ensure that technicians are not exposed to the harmful effects of another individual's smoking habit. The agency smoking policy will be implemented throughout the AASF. Any changes to the agency smoking policy is subject to I&I bargaining at the state level. In as much as the application of this policy will result in a change in working conditions, supervisors are required to meet and discuss the local implementation of the program. The Employer agrees to provide an appropriate area for use. Smoking areas may be established consistent with established policy.

### **Section 18.11 - Heat and Cold Extremes**

The Agency and the Association recognize that technicians may be required to be exposed to extreme weather conditions in the performance of their duties. The Agency will provide special clothing and equipment, follow established guidelines, necessary to accomplish those duties thereby, reducing the risk to exposed technicians.

### **Section 18.12 - Health and Safety**

It is agreed that the Employer will provide, within the available funding and resource limitation, adequate breakroom and restroom facilities. The Employer and the Association agree to encourage employees to observe good sanitary habits and practices in their use of such facilities and to keep these areas in the best possible condition at all times.

## **ARTICLE XIX ENVIRONMENTAL DIFFERENTIAL PAY (EDP) HAZARDOUS DUTY PAY (HDP)**

### **Section 19.1 - Policy**

The Employer and the Association have as their objective the elimination or reduction to the lowest level possible all hazards, physical hardships, and working conditions of an unusually severe nature. When the Employer's action does not overcome the unusually severe nature of the hazard, physical hardship, or working condition, an environment differential pay may be

warranted.

## **Section 19.2 - Coverage**

a. Environmental differential pay (EDP) is applicable to wage technicians. Hazardous duty pay (HDP) is applicable to general schedule technicians.

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

c. When it is determined by the senior supervisor that an administrative dismissal is to be granted due to an approved hazardous condition, the technician whose services are required and must remain at the work location will be authorized EDP consistent with the appropriate regulations and duties actually performed.

## **Section 19.3 - Establishment of Environmental Differential**

a. The Employer will publish an Environmental Differential Pay Plan (EDP) which will identify approved categories of situations for which EDP is authorized. This plan is subject to prior approval by the National Guard Bureau.

b. The plan will define payment procedures for which the differential is payable.

c. Amendments to categories outlined in the plan in the form of additions, changes, or deletions may be made by the Employer on its own motion, by the Association through the Employer, and by individuals or groups of technicians by recommendations through supervisory channels to the Employer for consideration. The Association may assist a technician in presenting a proposed amendment to the Employer. All recommendations will be considered by the Employer.

d. The Association and the Employer acknowledge the individual's right to seek review of National Guard Bureau decisions concerning EDP matters.

## **Section 19.4 - Identifying New Work Situations**

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

b. The format for a situation currently in the plan may be used as a guide in describing the proposed situation. As a minimum, information identifying the work location, the hazard or physical hardship, and describe in detail why the situation cannot be corrected by use of safety directives or tech orders, for which differential is proposed will be included in the request.

c. The supervisor who received a proposal for inclusion in environmental differential will provide, if appropriate, any additional information or comments and forward the proposal through supervisory channels to the HRO. The HRO will process the request as provided for in

section 13.3, above.

d. The Association will be afforded the opportunity to review documentation of hazardous and environmental incident pertaining to working conditions.

e. When an EDP situation is to be removed from the EDP Plan, the Association will be consulted prior to its removal by the Employer.

### **Section 19.5 - Payment of Environmental Differential**

a. Environmental differential is paid to a technician in accordance with procedures outlined in appropriated regulations.

b. When an approved EDP situation exists where the employee requests payment and the supervisor disapproves the request, the employee may submit the request for reconsideration to the next higher level supervisor.

c. When determining EDP payments, supervisors will coordinate with the supporting payroll office to insure that payment is made in accordance with the most current EDP directives.

### **Section 19.6 - EDP Committee**

The employer will establish an EDP committee which will meet at least annually, or at the discretion of the Commanding General and as required by the committee chairman; The purpose of the committee will be to conduct a review of the District of Columbia plan in order to determine the adequacy of the plan. The committee will be appointed by the Commanding General and will include one representative from the Association.

### **Section 19.7 - Appeals of EDP Decisions**

An appeal of a denial of an EDP situation will be initiated as a step 4 grievance in accordance with the LMRA.

### **Section 19.8 - Retroactive Payment of EDP**

If an EDP situation is approved and an individual has been required to work in that environment, and the times can be documented, retroactive payment of EDP shall be authorized. Retroactive payment of EDP will be accomplished only as specifically authorized in the applicable FPM.

### **Section 19.9 – HDP**

In the event an HDP plan is established, the Association will be afforded it's right under public law 95-454.

## **ARTICLE XX**

## **WAGE SURVEYS**

### **Section 20.1 - General**

The Employer shall notify the Association as soon as practical when information is received that higher authority has directed the start of an official wage survey in the area. When the wage survey lead agency requests the Agency to participate in the wage survey, the Employer will notify the Association who will nominate Association representative(s) for appointment by the employer to the wage survey data collection team. The number of personnel to be appointed to the data collection team will be determined by the lead agency. However, the Employer agrees to appoint at least one representative of the Association to the team.

### **Section 20.2 - Requests for Wage Surveys**

It is agreed that the Association has the right to request a full scale wage survey to be conducted when significant industry wage raises have taken place in the area, and that such request and substantiating data shall be promptly forwarded to the National Guard Bureau.

### **Section 20.3 - Organization, Functions, and Responsibilities**

Organization, functions, and responsibilities of the Agency and local wage survey committees shall be as prescribed in FPM 532-1. The Employer agrees that any representatives of the Employer that he shall appoint to serve on a wage survey team shall be a supervisor or manager who has work experience, training, and is knowledgeable in the functional area of the technician's covered by the survey.

### **Section 20.4 - Wage Survey Data**

The Employer Agrees to furnish, at the request of the lead agency, wage survey supporting data needed to identify the numbers and classes of technicians covered by the survey. Copies of such data will be provided to the Association.

## **ARTICLE XXI EQUAL EMPLOYMENT OPPORTUNITY PROGRAM**

### **Section 21.1 - Policy**

The District of Columbia National Guard Technician Equal Employment Opportunity Affirmative Action Plan establishes the requirements of national policy and federal law. It assures equal employment opportunity in every aspect of personnel policy and practice in employment, development, promotion, and treatment of National Guard technicians. The Employer and the Association agree to cooperate to the fullest in providing equal employment opportunity for all qualified applicants and technicians, and to prohibit discrimination because of age, race, color, creed, sex, or national origin. Both parties agree to promote and support all programs of equal employment opportunity through a positive and continuing effort.

## **Section 21.2 - EEO Complaint Procedure**

Any technician who believes they have been discriminated against in any matter because of race, color, religion, sex, age, national origin, or handicap may file an EEO complaint through the statutory procedures by contacting a designated EEO counselor for that specific area within 45 calendar days of the occurrence.

## **Section 21.3 - Complaints Alleging Sexual Harassment**

a. The employer and the labor organization agree that sexual harassment in the workplace will not be condoned.

b. Report cases of sexual harassment will receive prompt and positive action.

c. Any technician who feels they have been the victim of sexual harassment may file a complaint through the statutory procedures by contacting an EEO counselor within 45--calendar days of the occurrence.

## **ARTICLE XXII EMPLOYEE ASSISTANCE PROGRAM**

### **Section 22.1 - Policy**

a. The Employer and the Association recognizes substance abuse as treatable health problems. Although particular emphasis will be given to those technicians with health problems related to substance abuse that may affect a technician's work performance, a technician will not be excluded from seeking or receiving assistance for other personal problems such as financial difficulties, legal, family, or other problems that may affect performance.

b. Technicians having illnesses related to substance abuse will receive the same careful consideration and offer of assistance that is presently extended to technicians having any other illness or health related problem.

c. Technicians who have psychiatric problems or who are suffering from what could be defined as stress related medical conditions may also be afforded assistance in the program.

d. Sick leave will be authorized for the purpose of treatment of rehabilitation as in any other illness or health problem.

e. The confidential nature of medical records of technicians with substance abuse related problems will be maintained as provided by law and implementing regulations.

### **Section 22.2 - Program Responsibility**

a. The Employer will establish a Employee Assistance Program (EAP) and will appoint a EAP coordinator. Technician Personnel Regulation, (TPR) 792-2 will be the governing regulation for technician assistance in the District of Columbia National Guard.

b. The program will provide for referral of technicians to resources outside the D.C. National Guard for treatment and treatment follow-up. In addition, technicians may avail themselves of the program services on their on initiative.

c. Rehabilitation expenses are the responsibility of the technician. As with other illnesses, certain specified costs may be reimbursable under applicable Federal Employees Health Benefits (FEHB) programs or other individual medical insurance plans in which the technician may be a participant.

### **Section 22.3 - Personnel Actions**

a. A technicians job security or promotional opportunities will not be jeopardized by requesting counseling or referral assistance through EAP, except as required by current regulations.

b. If the technician refuses to accept assistance or seek counseling through a program and their job performance or conduct is found to be unacceptable, appropriate corrective action, which may include disciplinary action, will be taken. The action may be reversed on appeal if the technician alleges the unacceptable performance resulted from substance abuse.

## **ARTICLE XXIII CONTRACTING OUT**

### **Section 23.1 – General**

Office of Management and Budget (OMB), OMB Circular No. A-76, requires that agencies periodically compare the overall cost of continuing to perform certain what could be termed "commercial activities" using civil service personnel. The Agency will notify the Association of its intent to contract out work which is traditionally performed by technicians and could result in a reduction of force, transfer, or loss of function affecting employees in the bargaining unit. The Agency will take all possible actions to minimize the impact on affected technicians.

### **Section 23.2 - Impact and Implementation (I&I) Bargaining**

When the Agency determines that certain services / activities are to be accomplished by contracting out to agencies, the Association will provide the opportunity to participate in I&I bargaining.

### **Section 23.3 - Third Party Intervention**

The Association will be provided the opportunity to conduct I&I bargaining in accordance with PL 95-454. In the event the Association files a grievance over actions arising from the decision to contract out, the Agency and the Association agree to use an accelerated grievance procedure. The Agency will forestall awarding the contract pending the outcome of the grievance, unless the delay would seriously interfere with management's right to contract out.

## **ARTICLE XXV PUBLICATIONS**

### **Section 25.1 - Publications**

The Employer agrees to place the labor organization on distribution for all pertinent Technician Personnel Regulations and assure that additional policies and directives of the agencies (NGB AND OPM) are made available during normal duty hours.

### **Section 25.2 - Manning Documents**

Upon request, management will provide the Association a copy of the current technician manning document showing the positions authorized at the Aviation Support Facility.

### **Section 25.3 – Human Relations Information Bulletin**

The Employer agrees to provide the Association with 5 copies of the HRO Information Bulletin for its internal use.

### **Section 25.4 - Access to Management Directives**

The Association, upon request, will be provided access to management regulations and policies normally maintained as part of the supervisor's manual.

### **Section 25.5 - Labor Publications**

The Association agrees to provide the AASF one Potomac Chapter Newsletter and the Technician.

## **ARTICLE XXVI USE OF FACILITIES**

### **Section 26.1 - Space for Association Meetings and Training**

Upon request of the Association, the Employer will provide space, when available, for the conduct of official Association meetings or Association sponsored training sessions. The Association will normally submit written requests for meeting space five working days in advance of the date on which the meeting will be held. The Employer will respond, in writing, indicating concurrence/nonoccurrence and, in the event of nonoccurrence, provide the Association reasons for such action.

## **Section 26.2 - Bulletin Board Space**

a. The Employer will provide bulletin board space at the AASF, mutually agreed upon location, for the exclusive use of the Association. The recommended size of the bulletin board will be, as a minimum, 4 ft X 6.5 ft.

b. The Association is responsible for maintaining bulletin board space in an orderly condition. Any material posted which is deemed by the employer to be derogatory or scurrilous in nature, will be removed by the Association.

c. All costs incident to the preparation and posting of material will be borne by the Association and such work will be accomplished during duty hours with concurrence of management.

d. Union officials or designated representatives are the only personnel authorized to post or remove material from the bulletin boards.

## **Section 26.3 - Interoffice Mail**

The Association shall have access to the use of the interoffice mail and DCNG courier service at the activity for correspondence between Association and management officials. All correspondence which requires a response within a specified time frame will be signed and dated upon receipt. The response period begins upon receipt.

## **Section 26.4 - Lunch and Sanitation Facilities**

The employer agrees to maintain existing lunch and sanitation facilities. Upon request from either party, the Employer and the Association will meet at a mutually agreed upon time to discuss improvements to these facilities. If there is a demonstrated need, management agrees to meet to discuss the establishment of such facilities, consistent with appropriate rules and regulations.

## **Section 26.5 - Office Space and Equipment**

a. The Employer agrees to provide temporary office space, until permanent office space is available, to the Association for the purpose of, but not limited-to; storing and filing official forms, documents, and regulations; conducting interviews during a grievance/grievance inspections, telephonic consultations with ACT representatives, and preparation of correspondence between the Association and the Employer/National Field offices.

b. The Association shall be allowed use of furniture, equipment, copy machines and phone lines, when available, as mutually agreed upon, for conducting business. Association will bear the cost of long distance telephone calls.

c. The Employer agrees to provide reasonable secure storage for official Association use

at the facility.

d. The office space will be environmentally supported in the same manner as the rest of the building.

e. Association is aware that all desks and filing cabinets in the District of Columbia National Guard facilities may be subject to inspection by Inspector General, Army Audit Agency, or other headquarters or agencies, as authorized by law or regulation in the presence of an Association official.

## **ARTICLE XXVII DUES AUTHORIZATION & REVOCATION PROCEDURES**

### **Section 27.1 - Purpose**

The purpose of this article is to provide a procedure for the authorization and revocation of voluntary allotments from the pay of technician members of the Association (bargaining unit) for the payment of labor organization dues. This procedure is entered into under the provisions of 7115, Public Law 95-454.

### **Section 27.2 - Technician Eligibility**

The Association has exclusive recognition to represent the members in a bargaining unit consisting of all wage board and general schedule technicians employed by the District of Columbia Army National Guard at Davison Airfield, Fort Belvoir, excluding all management officials, supervisors, guards, and employees engaged in Federal personnel work in other than a purely clerical capacity as defined in Public Law 95-454. This article is applicable to all technicians of the bargaining unit who are members in good standing of the Association, and who;

a. Have voluntarily authorized payroll deductions for payment of dues to the Association with full knowledge of the method of revocation of the authorization;

b. Receive an established normal amount of pay on regularly scheduled pay days and that such net salary, after other legal and authorized deductions, is sufficient to cover the full amount of the amount of the authorized allotment for dues; and,

c. Are covered by the bargaining unit for which exclusive recognition has been granted.

### **Section 27.3 - Dues Allotments**

a. Dues in the amount of .7% (seven tenths of one percent) of the member's base rate of pay will be deducted from the biweekly pay of any eligible technician of the unit who is a member of the Association and who has voluntarily authorized such deduction on a properly-executed Standard Form (SF) 1187. The base rate of pay shall be exclusive of any hazardous duty, overtime, shift differential, premium, or other related pay outside the technician's

basic rate of pay.

b. A technician may have only one dues allotment per pay period payable to the Association.

c. If the amount or rate of regular dues is changed, the Association will notify the Human Resources Office (HRO) and USPFO technician pay, in writing, of the change. This section would then be amended to reflect the revised amount (percentage) in accordance with regulations. Only one such change will be made in any period of 12 consecutive months.

#### **Section 27.4 - Allotment Authorization Procedures**

a. The Association will inform each of its members of the voluntary nature of the authorization for payment of labor organization dues and of the prescribed procedure for revoking same.

b. The Association agrees to distribute to its members in good standing the prescribed authorization form, SF 1187, Request for Payroll Deductions for Labor Organization Dues. The Association chairman, secretary, or treasurer will be designated to receive properly executed forms, certify the labor organization portion of the forms, and submit the forms to HRO.

c. Allotments authorized on properly completed and certified forms which are received in the HRO will be processed to the servicing technician payroll office. The authorized amount shall be withheld from the technician's pay and will continue until the allotment is terminated under on of the conditions stated in section 27.5, below.

#### **Section 27.5 - Terminating Allotments**

The HRO will take action to terminate an allotment:

a. Within 15 days after the Association loses exclusive recognition under any of the conditions specified in PL 95-454, or other pertinent regulations, provided that during the 15-day period the Association has not reacquired its exclusive recognition.

b. At the end of the pay period when, or during which, a technician separates from the bargaining unit or moves to a position not serviced by the appropriate technician payroll office.

c. When the HRO receives written notice from the Association that the technician is no longer a member in good standing of the Association.

d. Upon receipt of a properly executed SF 1188, Cancellation of Payroll Deductions for Labor Organization Dues, providing such allotment was withheld from the technician's pay for a period of at least one year.

e. When the technician who authorized the allotment dies, retires, or separates from technician employment.

## **Section 27.6 - Voluntary Allotment Revocation by the Technician**

Any technician who wishes to terminate his allotment may submit a properly executed SF 1188, providing such allotment was withheld from the technician's pay for a period of at least one-year. Completed SF's 1188 will be submitted to the HRO for processing to the servicing technician payroll office. After submission and verification by the HRO, voluntary revocations will become effective during the pay period in which received in the servicing payroll office.

## **Section 27.7 - Responsibilities**

### **a. ASSOCIATION - The Association will:**

- (1) Comply with the terms of this article.
- (2) Purchase SF's 1187 and distribute said forms to its members.
- (3) Assure that allotments on the part of its members are voluntary.
- (4) Certify as to the amount or rate of its regular dues.
- (5) Forward completed SF's 1187 to the HRO for information and processing to the servicing technician payroll office.
- (6) Educate its members on the overall program for payroll allotment for payment of labor organization dues, its voluntary nature, and the availability of SF 1187.
- (7) Inform its members of the conditions governing revocation of allotments and the availability of SF 1188.
- (8) Notify the HRO, in writing, within ten workdays, when a member of the Association is expelled or for any reason ceases to be a member in good standing.
- (9) Promptly notify the HRO in the event of a change in dues structure or other change requiring an amendment to this article.
- (10) Promptly forward to the HRO any written revocation of allotment.

### **b. HUMAN RESOURCES OFFICE - The HRO will:**

- (1) Comply with the terms of this article.
- (2) Upon receipt of SF 1187 from the Association, insure the named technician meets the requirement for dues withholding and promptly forward the request to the servicing payroll office.

(3) Insure a supply of SF 1188 is available for use in revocation of allotments and make the forms available to technicians on request.

(4) Provide the Association with a copy of SF 1188 (or written letter or revocation, if applicable) when a technician voluntarily terminates labor organization dues.

(5) Notify the Association, in writing, when a technician's dues allotment is being terminated as a result of promotion to a position not covered by the bargaining unit.

(6) Provide the Association with a copy of any published pay scale memorandums (general schedule and wage system). Furthermore, the HRO will provide upon request a listing in SSN sequence for bargaining unit members who were granted a promotion, change to lower grade, QSI, WIGI, and change in a wage system area since the previous listing. The listing will show reason for change, name, SSN, location, title, series, grade, step, and salary/rate. Situations which could cause delay or deviation in format, such as automation system malfunctions or unforeseen emergencies, will be coordinated and discussed with the Association.

(7) Notify the Potomac Chapter treasurer when an individual applies to buy back leave due to an OWCP case. This will alert the Association of the impending action to raise concerns pertinent to the request.

**c. SERVICING PAYROLL OFFICE** - The servicing payroll office will:

(1) Insure that the remittance of dues, to include a dues check-off listing for each payroll for which dues deductions have been made, will be processed within five workdays of the pay day, providing it does not conflict with the servicing payroll office SOP, as follows:

(a) The listing will contain name and SSN of technician members of the Association having current allotment authorizations on file, the amount withheld from each member's pay, and a statement showing the total amount withheld.

(b) Bargaining unit members entering into an unpaid leave status for more than one pay period will return to the dues check-off listing upon returning to a pay status. The technician's name and SSN will be provided on the listing.

(c) The remittance check and one copy of the listing will be forwarded to the national office of ACT at:

Treasurer  
Association of Civilian Technicians, Inc.  
12510B Lake Ridge Drive  
Lake Ridge, VA 22192-2335

(d) Three copies of the listing will be forwarded to the HRO. (The HRO will retain one copy and forward two copies to the treasurer of the Association).

(e) One copy will be retained for payroll records.

(2) Insure that allotments are discontinued for any of the reasons specified in section 27.5 above. SF's 1188 will be submitted and verified by the HRO, and the discontinuance will be effective during the pay period in which received in the servicing payroll office.

(3) Furnish the Potomac Chapter treasurer a copy of the collection voucher of actual amount of union dues that will be withdrawn from the ACT account as a result of leave buy-back from an OWCP case.

### **Section 27.8 - Exclusionary Provisions From LMRA**

a. The Association and the Employer recognize that the expiration of the Labor-Management Relations Agreement (contract) shall not terminate or in any way affect dues withholding under this article. The parties agree that dues withholding shall continue under the procedures set forth in this article during renegotiations of the LMRA or until otherwise changed by mutual, written consent of the parties.

b. This article shall be terminated:

(1) By mutual, written consent of the parties.

(2) On the 15th day after the Association shall have lost its certification for exclusive recognition, provided that during the 15 day period the Association shall not have reacquired its status as exclusive representative.

## **ARTICLE XXV0III AGREEMENT ADMINISTRATION**

### **Section 28.1 - Effective Date**

The effective date of this agreement shall be after execution by the parties and approval by the Agency (Department of Personnel Management and Services). Both dates will be made part of the agreement prior to its distribution.

### **Section 28.2 – Defense Civilian Personnel Management Services (DCPMS) Approval**

a. The head of the DCPMS shall approve the agreement within 30 days from the date the agreement is executed by both parties if the agreement is in accordance with the provisions of applicable law, rule, or regulation.

b. If the head of the DCPMS does not approve or disapprove the agreement within the 30-day period, the agreement shall take effect and be binding on the Employer and the Association subject to the provisions of applicable law, rule, or regulation.

c. In the event that a particular article or section of the agreement is not approved by the DPMS, the remainder of the agreement shall take effect on the date specified in this section. The

remainder of this agreement shall go into effect on the date specified, and the items not approved by the DPMS shall later be incorporated as negotiations or appropriate direction dictate.

d. A particular article or section not approved by the DPMS shall later be incorporated into the agreement, provided subsequent negotiations are warranted by third party decision. These articles shall expire on the same date as the basic agreement, unless otherwise provided for.

### **Section 28.3 - Agreement Duration**

a. This agreement shall expire on 31 March 2001. Further, The agreement will be terminated by the Commander General upon certification by proper authority that the Association no longer represents the employees in the bargaining unit.

b. The term of this agreement may be extended beyond the expiration date for one-year increments based on mutual agreement of the parties.

c. The provisions of this agreement will remain in effect until a new agreement is approved by the Agency, provided those portions of the agreement which have not been settled have been submitted for third party decision.

### **Section 28.4 - Agreement Amendment**

a. This agreement may be subject to modification as a result of a change in or issuance of an appropriate new law, rule, or regulation by proper authority at the Agency of higher level.

b. By mutual consent of the parties.

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

d. Representatives of the Employer and the Association will meet within 30 days to commence negotiating the proposed amendment or modification, unless a later date is mutually agreed upon. No changes other than those specified in the summary will be considered.

e. Approval of an amendment or modification to the agreement will be accomplished in the same manner as provided for approval of the basic agreement.

### **Section 28.5 - Negotiating a New Agreement**

a. Negotiations for a new agreement will commence no earlier than 180 days nor no later than 90 days prior to the termination of this agreement. In the event either party fails to request negotiations of a new agreement; this agreement will automatically extend for a period of one (1) year.

b. No less than thirty days prior to the start of negotiations of a new agreement, up to three representatives of the Employer and up to three representatives of the Association will meet

to initiate a memorandum of understanding establishing the ground rules for the conduct of negotiations.