



MEMORANDUM  
OF  
AGREEMENT  
2013

UNDER TITLE 5, U.S.C. CHAPTER 71, CIVIL SERVICE REFORM ACT

BETWEEN

***THE ADJUTANT GENERAL OF THE VERMONT ARMY NATIONAL GUARD***

AND

***ARMY / AIR TECHNICIAN UNION, LOCAL R1-175***



ARMY / AIR TECHNICIAN UNION

A DIVISION OF THE NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES

**VERMONT ARMY NATIONAL GUARD EMPLOYEES  
ARMY / AIR TECHNICIAN UNION, LOCAL R1-175**

**MEMORANDUM OF AGREEMENT**

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WHEREAS the public interest requires high standards of employee performance and continual development and implementation of modern and progressive work practices to facilitate improved employee performance and efficiency; and

WHEREAS the well being of employees and efficient administration of the government are benefited by providing employees an opportunity to participate in the formulation and implementation of personnel policies and practices affecting the conditions of their employment; and

WHEREAS the participation of employees is improved through the maintenance of constructive and cooperative relationships between the labor organizations and management officials; and

WHEREAS there exists a clear and identifiable community of interest among the employees covered by this Agreement; and

WHEREAS this Agreement promotes the ease and efficiency of the EMPLOYER's operations;

NOW, THEREFORE, this Agreement is made and entered into by and between the Adjutant General, State of Vermont, hereinafter referred to as the "EMPLOYER" and the Vermont Army National Guard Employees, Army / Air Technicians UNION, AATU, Local R1-175; hereinafter referred to as the "UNION", and collectively known as the "PARTIES".

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ARTICLE I  
RECOGNITION, UNIT, GENERAL PROVISIONS, AND DEFINITIONS

Section 1. The Bargaining Unit, herein referred to as the "Unit", is composed of all wage grade and general schedule employees of the Vermont Army National Guard except those excluded by law.

Section 2. The EMPLOYER recognizes the UNION as the exclusive bargaining representative for all employees as defined in Section 1 of this Article.

Section 3. The PARTIES agree to the principles of Equal Employment Opportunity and pledge to actively ensure that employees in the "Unit of Recognition" are not discriminated against because of race, national origin, color, religion, gender, or age.

Section 4. For the purposes of this Agreement the following terms are defined:

- a. EMPLOYER is the Vermont Army National Guard who is the agency for the purposes of the implementation of this contract.
- b. Conditions of Employment means personnel policies, practices, and matters, whether established by rule, regulation, or otherwise affecting working conditions, except that such term does not include policies, practices, and matters;
  - (1) Relating to political activities prohibited under subchapter III, Chapter 73 of title 5 U.S.C.;
  - (2) Relating to the classification of any position; or
  - (3) To the extent such matters are specifically provided for by Federal Statute.
- c. Discussion is defined as the process whereby one party verbally or in writing solicits the views of the other and they exchange views and positions in good faith in an attempt to informally resolve the matter.
- d. Negotiation as used in this agreement is defined as good faith effort by the PARTIES to reach an agreement. Included in this negotiation process is the ability of either party to seek assistance from the Federal Mediation and Conciliation Service, and when appropriate, the Federal Service Impasse Panel.
- e. An emergency situation is one which poses sudden, immediate, and unforeseen work requirements for the EMPLOYER whether as a result of natural phenomena and/or other circumstances. Management alone has the right to determine what constitutes an emergency situation and to take whatever action is necessary to meet mission requirements under the circumstances.
- f. Employee means anyone Federally employed by the Vermont Army National Guard eligible for representation by the UNION (exclusive representation). Only the following individuals are excluded:
  - (1) Any management officials or supervisors, unless they have historically been included in the unit.
    - (a) Management official means an individual employed by an agency in a position the duties and responsibilities of which require or authorize the individual to formulate, determine, or influence the policies of the agency.
    - (b) Supervisor means an individual employed by an agency having authority in the interest of the agency to hire, direct, assign, promote, reward, transfer, furlough, lay off, recall, suspend, discipline, or remove employees, to adjust their grievances, or to effectively recommend such

action, if the exercise of the authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgment, except that, with respect to any unit which includes firefighters or nurses, the term "supervisor" includes only those individuals who devote a preponderance of their employment time to exercising such authority.

(2) A confidential employee:

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

(3) an employee engaged in personnel work in other than a purely clerical capacity.

(4) an employee engaged in administering the provisions of the Statute.

(5) both professional and other employees, unless a majority of the professional employees vote for inclusion in the unit.

(6) any employee engaged in intelligence, counterintelligence; investigative, or security work which directly affects national security.

**ARTICLE II**  
**PROVISIONS OF LAWS & REGULATIONS**

It is agreed and understood by the PARTIES that in the administration of all matters covered by this Agreement, such administration is governed by existing laws and regulations of appropriate authorities including policies set forth by Agency and National Guard Bureau policies and regulations in existence at the time this Agreement is approved, and by subsequently published policies required by law.

ARTICLE III  
MATTERS APPROPRIATE FOR DISCUSSION OR NEGOTIATION

Section 1. Matters appropriate for discussion or negotiations between the PARTIES are policies and practices relating to conditions of employment which are within the discretion of the EMPLOYER and changes of laws and regulations or policies affecting the EMPLOYER that may warrant changes to conditions of employment.

Section 2. The EMPLOYER will discuss or negotiate, as appropriate, prior to the issuance of new regulations or directives affecting personnel policies, or working conditions over which the EMPLOYER has control. No substantive changes will be made in any existing directive concerning such matters without discussion or negotiation.

Section 3. The UNION will be notified of changes in laws, rules, and regulations of appropriate authority, or decisions which require changes over which the EMPLOYER has no control. When the law or regulation leaves administrative discretion to the EMPLOYER in the implementation of the required change, the parties will discuss or negotiate as appropriate.

Section 4. Either party has the right, at a reasonable time, to confer with the other concerning subjects appropriate for discussion or negotiation as outlined in Section 1, above. The party desiring a meeting shall give reasonable notice to the other party specifying the subject matter to be discussed and, if appropriate, summarizing the incident or condition, if any, which necessitates the meeting.  
Representatives of the EMPLOYER and the UNION will meet periodically at a mutually acceptable time.

Section 5. The UNION must notify the EMPLOYER within ten (10) workdays of receipt of proposed changes in Section 2 and 3 of their desire for negotiation, or the EMPLOYER may proceed to implement.

ARTICLE IV  
EMPLOYER RIGHTS

Section 1: Managements Rights

- a. Nothing in this agreement shall affect the authority of any management official of the agency:
  1. to determine the mission, budget, organization, number of employees, and internal security practices of the agency; and
  2. in accordance with applicable laws:
    - (A) to hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
    - (B) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;
    - (C) with respect to filling positions, to make selections for appointments from:
      - (i) among properly ranked and certified candidates for promotion; and
      - (ii) any other appropriate source; and
    - (D) to take whatever action may be necessary to carry out the agency mission during emergencies.

Section 2. Whenever language in this Agreement refers to specific duties or responsibilities of specific employees or management officials, it is intended only to provide a guide as to how the situation is to be handled with emphasis on fairness and equity in the workplace. It is agreed that the Employer retains sole discretion to assign work and who will perform the function discussed.

ARTICLE V  
UNION RIGHTS

Section 1. The UNION is recognized as the exclusive representative of employees in the bargaining unit. The UNION is entitled to act for and to negotiate agreements with the EMPLOYER covering all employees in the bargaining unit. The UNION is responsible for representing the interests of all employees in the bargaining unit without discrimination **IAW section 7131 of the CSRA. The employer agrees to grant reasonable official time for Union Officials in the conduct of their representational duties.**

Section 2. Designated representatives of the UNION have the right to discharge their duties and responsibilities under this Agreement without undue restraint, interference, coercion, or discrimination from management.

Section 3. It is agreed that matters appropriate for consultation between parties shall include personnel policies and practices and matters affecting working conditions, including but not limited to such matters as safety, training, Labor-Management cooperation, employee services, methods of adjusting grievances and appeals, granting leave, promotion plans, demotion practices, pay practices, reduction-in-force practices and hours of work, to the extent that the foregoing is within the discretion of the EMPLOYER. Representatives of the EMPLOYER and the UNION shall meet at reasonable times to confer on matters affecting working conditions. They may negotiate an agreement, or any question arising thereunder; determine appropriate techniques, consistent with the CSRA to assist in such negotiations, and to execute a written agreement or memorandum of understanding.

However, the obligation to meet and confer does not include matters with respect to the mission of an agency, its budget, its organizational unit, work projects or tours of duty, the technology of performing its work, or its internal security practices. This does not preclude the parties from discussing **and/or negotiating** appropriate arrangements for employees adversely affected by realignment of work- forces or technological change.

Section 4. A representative of the UNION shall have the right to be present in any formal discussion of personnel management policy matters between the EMPLOYER and/or employees represented in the unit, on other than normal day-to-day discussions. A representative of the UNION shall be given the opportunity to be present when an employee in the unit presents a grievance to Management. The right of the UNION representative to be present does not apply to informal discussions between an employee and his/her immediate supervisor relating to **performance**, work activities or other routine interactions.

Section 5. The UNION shall have the right to be present at any formal hearing to represent an employee if the employee so elects. In addition, the UNION may have the option to have any recognized officer as an observer. The UNION representatives shall be given the opportunity to make their views known to the hearing examiner at the appropriate time. The UNION may only be excluded from such hearing at the request of the employee and upon approval of the hearing examiner.

Section 6. It is agreed that internal UNION business such as soliciting membership, collecting dues, electing officers, meeting, posting and distributing literature will be conducted during **break times, lunch times, and** non-working hours of the employees.”

Section 7. Representatives of the UNION and the EMPLOYER shall meet and confer with respect to the personnel policy and practices and matters affecting working conditions. Such meetings will normally be held upon request. Either party will honor a request in writing not less than ten (10) working days in advance to meet with the other to discuss the foregoing, provided the request shall indicate in detail the subject matter to be discussed. The parties may meet in less than ten (10) days when mutually agreed. Such consultations and meetings between the UNION and the EMPLOYER will be conducted during regular working hours.

Section 8. Official time will be granted for duly elected UNION representatives, without charge to leave, to draw up requests or recommendations in connection with officially requested or approved conferences with the EMPLOYER.

Section 9. In order to promote fair representation for all bargaining unit employees without regard to UNION membership, the PARTIES agree to the following:

**Officers and stewards will be permitted to wear appropriate civilian attire in lieu of the required military uniform while:**

- (a) Performing representational duties.**
- (b) Representing the UNION in third party proceeding.**
- (c) Serving as a member of the UNION's negotiating team.**
- (d) Appearing as a UNION witness in any third party proceeding.**
- (e) Representing the UNION on a committee established by the EMPLOYER.**
- (f) Attending a UNION sponsored training session.**

Section 10. The EMPLOYER will furnish a copy of this agreement to each employee and to those subsequently hired for the duration of this agreement.

Section 11. The EMPLOYER agrees (except in emergencies) not to implement changes affecting personnel policies and practices and matters affecting working conditions and/or personnel matters, that are within the EMPLOYER's discretion, without first consulting with the UNION, and granting the UNION sufficient opportunity to comment on such changes.

Section 12. The representative of the UNION for administration and implementation of this agreement will be the President of Local R1-175 or the person whom he/she designates in writing to act in his/her place.

## ARTICLE VI

### RIGHTS OF EMPLOYEES

Section 1. The EMPLOYER recognizes the right of employees to organize and express their views collectively, that participation of employees in the formulation and implementation of personnel policies affecting them contributes to effective conduct of the employee; that the efficient administration of the EMPLOYER and the well-being of its employees require that orderly and constructive relationships be maintained between UNION and Management officials and that effective Employee-Management cooperation in the public service requires a clear statement of the respective rights of the UNION and the EMPLOYER.

Section 2. The PARTIES to this Agreement recognize that Federal employees have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join, and assist a labor organization or to refrain from such activity.

Section 3. Employees have the right to discuss their work related problems with their immediate supervisor. Additionally, employees may communicate with representatives of any of the following:

- a. Human Resources Office (HRO);
- b. Equal Employment Opportunity (EEO) Counselors;
- c. Employee Assistance Program (EAP) Coordinator;
  - (1) In this regard, the EMPLOYER agrees to make available the services of the Technician Assistance Program Coordinator. Employees shall have the right to contact the Coordinator directly, and all such contacts shall be confidential unless the employee agrees otherwise.
  - (2) The Coordinator's location and telephone number will be publicized on the EMPLOYER's bulletin boards.
- d. Designated UNION representatives.

Section 4. Employees of the unit, who so request, have a right to be represented by the UNION without discrimination in matters involving negotiation and administration of the Agreement.

Section 5. Employees required to take proficiency examinations related to a potential position opportunity will be entitled to reasonable notice prior to taking the examination.

Section 6. Nothing in this Agreement shall require an employee to become or remain a member of the labor organization, or to pay money to the organization, except pursuant to a voluntary written authorization by a member for payment of dues through payroll deductions.

Section 7. The EMPLOYER agrees that the right to participate or not to participate in UNION activities will be covered during in-processing of new employees.

Section 8. At such time the supervisor/foreman determines that disciplinary action will or may be taken, the employee will be advised of his right to representation. The employee has the option to initial, solely as a form of acknowledgment, any entry posted (preferably before and after) to the supervisor's file (NGB 904-1) that records counseling and/or informal disciplinary action. The employee has the option to initial, solely as a form of acknowledgment, the entry posted (preferably before and after) to the supervisor's file that records counseling and/or informal disciplinary action taking place."

Section 9. The EMPLOYER agrees to keep the UNION and all employees informed of changes in retirement laws and benefits. Specific retirement counseling will be made available from the employee relations section of HRO to individuals upon request and coordination.

Section 10. Employees, upon request, may review the records file maintained on them by their supervisor. With the employee's written permission, a UNION representative may schedule for and review the files in the presence of the employee and supervisor. In addition, an employee may request one complete copy of their OPF upon coordination with the Chief, Employee Relations Section, HRO.

- a. Additionally, in this regard, the EMPLOYER agrees to promote the availability and retain the confidentiality of all technician records. The Supervisor's Employee Record Folder of bargaining unit employees will not be removed from the workplace.

Section 11. All technicians are entitled to issuance of a Government Identification Card upon notification of employment. Technicians desiring the ID card must submit a written request through supervisory channels to the HRO.

Section 12. By mutual agreement of both parties to this contract, this section will be published at a later date pending the conclusion of third party proceedings.

Section 13. Management agrees to comply with the provisions of the Privacy Act in the performance of daily functions. All information contained in the Official Personnel Folder and other official files will be released only to the employee concerned and persons having an official need-to-know. Information from an employee's physician/attorney, representative, etc., will only be released in accordance with the provisions of appropriate laws and regulations. Also, Management will respond to requests for information concerning employees only as specified in such laws and regulations.

Section 14. The UNION recognizes that a resignation is binding on the employee once he/she has submitted it; however, Management may permit an employee to withdraw his/her resignation at any time before it has become effective. When Management does not permit a member of the unit to withdraw his/her resignation before it has become effective, there must be a valid reason for denying the withdrawal. One reason would be that the position has been committed to someone else. Upon request, the reason must be explained to the employee in writing within a reasonable time.

Section 15. Management and the UNION agree that an employee may pursue a grievance, appeal, or complaint action initiated prior to their resignation or retirement, regardless of his/her employment status. Management agrees to comply with the decision of an appropriate authority concerning the grievance, appeal or complaint if such a decision does not violate any law or regulation of appropriate authority.

Section 16. For all formal and informal actions and communication within the workplace, all participants should be courteous and conduct themselves professionally.

Section 17. Disciplinary action will be timely and consistent with applicable regulations and directives (i.e. TPR 752).

Section 18. During a new employee's in-processing/orientation briefing, a UNION spokesperson will be afforded a 10-15 minute opportunity for UNION introduction.

**Section 19. Employees are entitled to proper Personal Protective Equipment (PPE) and clothing in accordance with OSHA standards and Articles XIV and XV of this contract.**

ARTICLE VII  
EMPLOYEE DEVELOPMENT

Section 1. The EMPLOYER and the UNION agree that the training and development of employees within the Bargaining Unit is a matter of primary importance to the PARTIE'S. Through the procedures established for EMPLOYER-UNION cooperation, the PARTIE'S shall seek the maximum training and development of all Bargaining Unit employees, within budgetary constraints. Consistent with its training and development needs, the EMPLOYER agrees to develop and maintain forward-looking effective policies and programs designed to achieve this purpose.

Section 2. The EMPLOYER recognizes the mutual benefit to afford employees the opportunity to cross train to fill open positions of higher pay and responsibilities. Selections for such opportunities will be made in accordance with the Merit Promotion Articles.

Section 3. In accordance with current laws, rules or regulations, the EMPLOYER will advise employees of their retraining rights and responsibilities upon notice of a pending change in function, organization or mission.

Section 4. The EMPLOYER will provide employee on-the-job cross-training to the maximum extent possible, employing such techniques as interchanging employees when they share mutual desires and aptitudes to receive training in each of their respective positions.

Section 5. In the event of a reduction-in-force, the EMPLOYER will determine, from the appropriate State Employment Service, whether any of the affected employees may be eligible for training at government expense, and if so, will inform employees how to apply for training.

Section 6. Supervisors will identify those situations in the specific work environment that training can aid in achieving defined objectives and goals of the EMPLOYER. Available training programs will be discussed with the employees who would be eligible for such training.

Section 7. If mission circumstances permit without negative impact, technician's who are enrolled in a civilian educational program may be permitted to revise their daily/weekly schedule in order to attend a course of instruction not normally conducted during non-duty hours.

Section 8. The EMPLOYER agrees to give at least thirty (30) calendar days advance notice, when possible, to the UNION in regard to the installation of any new equipment, machinery or process which would result in changes of work assignments or require additional training.

Section 9. The EMPLOYER agrees that upon presentation of appropriate documentation, records of completion of job-related formal training will be entered in the Official Personnel Folder of the employee concerned.

ARTICLE VIII  
EMPLOYEE MORALE

Section 1. Employees are expected to conduct themselves and their activities in accordance with the federal Standards of Conduct. In turn, the EMPLOYER will not release any information concerning an employee in accordance with the Freedom of Information Act or Privacy Act.

Section 2. The EMPLOYER agrees that technicians may file claims under appropriate regulations, for any and all damage and/or loss of clothing, personal effects and property which may be torn, damaged, or stolen.

Section 3. The EMPLOYER and the UNION agree that they may be called upon, from time to time, to perform ceremonial details such as funerals and related functions. The primary source of personnel to perform such details shall be from a list of volunteers. It is agreed that the Adjutant General's "Position Paper" will be the governing procedure for the Vermont Army National Guard Funeral Detail.

Section 4. The EMPLOYER agrees the participation in State functions, such as driving, will be on a voluntary basis.

Section 5. **The EMPLOYER agrees that all authorized travel required of the employee, excluding travel between home and normal duty station, shall be considered as crediting work hours for only those hours that cross over the technician's normal work schedule duty hours or when an employee is required to drive or perform other work while travelling.**

Section 6. The EMPLOYER agrees that when an employee is authorized use of his/her own car for transportation to an area outside of the normal commuting distance, he/she shall be compensated according to the DOD Joint Travel Regulations (JTR).

Section 7. Except as specified in the JTR or as specifically required by the employee's position description, it will not be considered mandatory for employees to fly on military aircraft when on TDY, unless necessary for mission accomplishment. Management will make every effort to make adjustments for those employees with a demonstrated fear of travel by aircraft. Alternate arrangements for technicians with aviation clauses for military aircraft will be considered.

Section 8. An employee will be allowed the use of accrued annual leave, **sick leave**, compensatory leave, or leave without pay if a death occurs in the employee's immediate family.

Section 9. Provisions for Family Leave will be provided on a case-by-case basis as prescribed by Federal Law.

## ARTICLE IX

### UNION REPRESENTATION

Section 1. The EMPLOYER agrees to recognize duly elected officials of the UNION and stewards specifically designated by the UNION to represent the UNION in dealing with management and supervisory officials. The number of stewards shall be designated by the UNION as needed to provide adequate representation particularly for distant geographic locations. The UNION shall provide the EMPLOYER in writing, and shall maintain with the EMPLOYER on a current basis, a complete list of all authorized stewards and duly elected or appointed UNION officers together with the designation of work location and area each is authorized to represent.

Section 2. The PARTIES to this Agreement recognize the advantages of settling differences at the lowest level of supervision. Stewards, therefore, will act for the UNION in matters appropriate for discussion with immediate supervisors. Matters which are not appropriate for discussion between the steward and supervisor will be referred to the UNION officers for appropriate action.

Section 3. The EMPLOYER agrees that time will be made available without loss of annual leave or pay, during normal duty hours, for the purpose of the UNION representatives to carry on exclusive representative activities under 5 USC Section 7131 (a), (c), and (d). The EMPLOYER and the UNION representatives will coordinate the use of official time under this provision and provide notification to the supervisor once said schedule is has been agreed upon. When this coordinated official time occurs, it will be documented in accordance with standard agency timekeeping procedures.

Section 4. Nothing in this Article shall be interpreted as obligating the UNION to undertake representation in the proceedings enumerated, except to the extent required by the terms of the Civil Service Reform Act of 1978.

Section 5. National UNION representatives who are not employees of the unit, may need to visit the installation with reasonable notice for discussion of activities authorized by this Agreement. The UNION agrees that any such representative shall arrange for any appointment with the Support Personnel Management Officer, specifying the subject matter to be discussed. The Support Personnel Management Officer shall provide advice and assistance, including appointments with appropriate management officials as may be required.

Section 6. It is agreed that internal UNION business will not be conducted during duty hours. The EMPLOYER agrees to allow the use of activity distribution systems other than those using the U.S. Mail for the purpose of distributing information related to the conduct of union representational duties. The UNION agrees to be responsible for insuring that material is not presented for distribution through distribution systems which utilize metered mailing privileges.

Section 7. The PARTIE'S agree that requests for meetings between UNION officials and appropriate supervisors may be subject to a written request for an agenda by either party.

Section 8. Meetings between the representatives of the UNION and the EMPLOYER will be conducted during regular working hours.

Section 9. The EMPLOYER will prepare and make initial distribution of the approved Agreement to all employees in the unit and will furnish copies of this Agreement to the UNION. The EMPLOYER agrees to advise each new employee in the unit of the UNION's exclusive bargaining rights, and to provide the employee with a copy of this Agreement.

Section 10. It is mutually agreed that the responsibilities of the UNION officials and stewards, shall include:

- a. Seeking to determine merits of an employee's grievance through the collection and consideration of facts.

- b. Advising the employee on the merits of his/her grievance.
- c. Encouraging employees to seek resolution of grievances through open and frank discussion with their immediate supervisor, and to inform the employee that the steward will accompany him/her if so desired.
- d. Informing management and supervisory personnel of potential problem areas with in the interest of improving working conditions and preventing employee grievances.
- e. The EMPLOYER agrees that there shall be no restraint, interference, or coercion against any UNION official and/or steward by virtue of his/her reasonable performance of representational duties under administration of the contract.

Section 11. The EMPLOYER agrees to advise the UNION as soon as practicable after receiving notice of a wage survey that will affect the wages of employees in the unit.

Section 12. The EMPLOYER shall afford officers and stewards reasonable official time, as needed, in duty status, to consult with appropriate Management officials and/or aggrieved employees, provided that the officers, stewards and/or aggrieved employees will notify their immediate supervisors and request necessary time. UNION officers and stewards shall guard against the use of excessive time in handling such matters.

Section 13. The EMPLOYER will furnish the UNION, upon request, with a listing of the names, position titles, grades, and organizational units of all bargaining unit employees under their jurisdiction.

## ARTICLE X

### POSITION DESCRIPTION AND CLASSIFICATION

Section 1. It is understood by the PARTIES that position descriptions are prepared for the purpose of determining the title, series, and grade of positions, and to describe major duties and responsibilities. The EMPLOYER agrees that when such terms as "other duties as assigned" are used in bargaining unit employees' position descriptions, those terms are usually related to the duties of the positions but are so incidental as to not be controlling of the positions' series and grade. If the EMPLOYER decides to add unrelated duties to be performed regularly to a position, the EMPLOYER will amend the position description to do so.

Section 2. Employees may appeal their title, series, and grade in accordance with applicable regulations.

Section 3. The employee may obtain information relative to classification appeals and the regulatory procedures to be followed from the Support Personnel Management Office.

Section 4. Upon appointment, a technician will be assigned to duties in accordance with the job description. The technician's job description prescribes the work relationship, scope, and principal duties.

Section 5. Changes in a position description will be made available to and discussed with the employee concerned.

Section 6. The EMPLOYER agrees to explain to employees, when requested, the basis for classification of their positions and to give each employee an opportunity to resolve questions as to the adequacy and accuracy of the duties and responsibilities in his/her position. Should the results of a desk audit reveal an adverse title, series, and/or grade change, the employee will be notified as far in advance as possible of the pending personnel action.

Section 7. Employees have the right to appeal the classification of their position to which they are officially assigned at any time. Employees desiring to file a classification appeal shall first discuss the matter with their supervisor.

Section 8. Employees are hereby informed that they may select a representative of the UNION or a representative of their own choosing to present classification appeals.

Section 9. Management retains the unfettered right to advertise any technician positions in any manner it deems necessary to manage the workforce in accordance with merit principles and sound position management requirements. Generally speaking, positions will be advertised to the widest areas of consideration in order to generate a group of highly qualified applicants to fill these position vacancies.

ARTICLE XI  
PERFORMANCE APPRAISAL

Section 1. The determination of critical and major job elements is the responsibility of management. Discussions between the employee and supervisor concerning critical and major job elements, and performance standards are a normal part of supervisor duties and should occur with the employee input regarding performance criteria. Employees will be given an opportunity to participate in the identification of accurate performance standards for their position. In the event of a disagreement over the accuracy of performance standards the employee may appeal to HRO for final determination of the accuracy of the performance standards.

Section 2. All annual performance ratings for any job must be reasonable, equitable, and fair. It is the supervisor's responsibility to ascertain that the requirements are fully understood by all employees. This is accomplished at the signing of the basic standards. It is understood that the primary value of performance appraisals is to inform the employee of past performance and areas where improvements can be made that are mutually beneficial to the employee and supervisor.

Section 3. All employees will receive a performance appraisal which will be based on a comparison of employee performance with the performance standards established for their position. Performance appraisals will normally be completed on an annual basis, and submitted within the time limits established by TPM 430, NGB Technician Performance Appraisal System. Performance appraisals will be reviewed with employees prior to the reviewing official's signatory process phase. Those employees receiving an excellent or above should be recognized by one or more of the following methods: Commendation Letter, Time-Off Award, Monetary Award.

Section 4. Employees may appeal their overall rating through the State Review and Appeals Board if the rating is less than fully acceptable or is a lesser rating than their previous rating.

Section 5. Employees may appeal their rating on individual critical elements and / or their overall rating with the State Review and Appeals Board no later than 30 calendar days after receiving the executed employee copy of the annual performance rating.

Section 6. Employees may receive a copy of the Appeals process from HRO upon request.

Section 7. The State Review and Appeals Board will be established on an ad hoc basis consisting of five members. The members serving on this board cannot be in the chain of supervision of the appellant and should not be in a lower graded position than the appellant. The board will be represented as follows:

- a. One board member from the same occupational series as the appellant, appointed by the board chairman. Should there be no other employee accessible from the same occupational series as the appellant, an employee from a closely related occupation may be appointed.
- b. The five member board will be chosen from a list selected by HRO from a standing list, also selected by HRO. The board membership criteria will be 15 years federal service and above for the board chairman and 5 years federal service and above for the members.
- c. Any appellant will have the right to be accompanied by a representative of their choice.

Section 8. When employees are performing at an unacceptable level, they will be notified in writing of their unacceptable performance and, what specific action must be taken by them to improve their performance to an acceptable level. At the end of a sixty (60) day period, employees will be re-evaluated and informed in writing of their performance. If the performance has not improved, as determined in the initial notification, the supervisor will give the employee a 30 day advance written notice of the action to be taken, which identifies the critical job elements and instances of unacceptable performance on which the action is based. Such notices will be given to the employee at least thirty (30) calendar days in advance of the action to be taken.

ARTICLE XII  
CIVIC RESPONSIBILITIES AND COMMUNITY RELATIONS

Section 1. Since jury duty is a civic responsibility, it is the policy of the EMPLOYER to request release from jury service for permanent employees only in those instances where their services are required to meet essential work schedules, and where public interests are better serviced by the employee remaining on duty.

Section 2. Absence due to a summons to appear in court for jury duty as a witness on behalf of the federal, state or local government or assignment by the EMPLOYER, is chargeable to court leave. Employees appearing in court on a volunteer basis are not entitled to court leave. When called to perform these civic duties, the employee will promptly notify the EMPLOYER and submit a true copy of the official summons for jury duty or witness service as far in advance as possible prior to the beginning of such service. Upon completion of service, the employee will present the EMPLOYER with written evidence of time served on such duties.

Section 3. An employee who is an unpaid member of a community volunteer emergency service, engaged in performing such emergency service during the individual's duty tour, may be excused, without loss of pay or charge of leave, in accordance with applicable rules and regulations.

Section 5. It is agreed that the donation of blood is a generous gift on the part of the employee and a necessity to insure an adequate supply of blood for use in times of an emergency. If mission circumstances permit without negative impact, four (4) hours of administrative leave may be provided for the purpose of blood donation for a cumulative total of up to Twenty-Four (24) hours per year. Verification of the donation will be provided for the supervisors records. Both Parties recognize that mission requirements may require the cancellation of previously schedule donation.

ARTICLE XIII  
**EMPLOYEE ASSISTANCE PROGRAM (EAP)**

Section 1. The EMPLOYER and the UNION are concerned with the accomplishment of the Vermont National Guard's mission and the morale and welfare of its people. The EMPLOYER and the UNION agree that, occasionally, technicians may need assistance in dealing with personal problems which may interfere with duty performance. Public Laws 91-616 and 92-255, as well as FPM 792-2 (with NGB supplement), contain the governing provisions for the **Employee** Assistance Program.

Section 2. For the purpose of this article, alcohol and/or drug abuse are defined in 29 C.F.R. section 1614.203 as a handicapping condition in which the technician's job performance is impaired as a direct consequence of such abuses. The EMPLOYER is aware that alcoholism and drug abuse are preventable, treatable illnesses and that all levels of management are responsible for providing support to the Technician Assistance Program.

- a. The EMPLOYER is not concerned with alcohol use by the technician on his/her own time except when it affects his or her job performance or the effectiveness of the section. Drug use, when it is contrary to law, is not condoned.
- b. The EMPLOYER will, in addition to other appropriate (disciplinary or non-disciplinary) personnel actions, refer any technician who is found to have a drug or alcohol handicapping condition to a E.A.P. coordinator to gain assessment, counseling and rehabilitation as appropriate.
- c. A technician with a drug or alcohol handicapping condition will be afforded the same careful consideration and offer of assistance extended to technicians with other illnesses.
- d. The use of sick leave is authorized for the E.A.P. treatment of a drug or alcohol related handicapping condition.
- e. Through E.A.P., technicians will be supported and given the opportunity to receive help on an entirely voluntary and confidential basis.
- f. A technician's job or promotional opportunities will not be adversely affected by a request for counseling or referral assistance. However, some personnel actions may be necessary for technicians who work in areas where, due to their illness, they could cause injury to themselves or others.

Section 3. The EMPLOYER and the UNION jointly recognize Substance Abuse as an illness which is treatable. It is also recognized that it is in the best interest of the employee, UNION and EMPLOYER to seek professional assistance in the treatment of such illnesses. In the case of alcohol or drug problems raised as an affirmative defense to the issuance or carrying out of an adverse action, the EMPLOYER is not required to offer the technician reasonable accommodation which holds the action in abeyance.

Section 4. The UNION will be allowed representation on the council dealing with substance abuse awareness, prevention, education and training.

ARTICLE XIV  
FACILITIES AND SERVICES

Section 1. The EMPLOYER agrees that literature and notices of UNION activity may be posted on special bulletin boards established for UNION purposes. Such material shall not be subject to screening by the EMPLOYER, prior to posting. The UNION agrees that these bulletin boards are furnished for the convenience of the UNION and that the UNION is solely responsible for its posted materials.

Section 2. The EMPLOYER shall make available, to the extent practicable, space for vending machines or other food or beverage service for the convenience of employees.

Section 3. Management agrees to provide locker space for employees to store Personal Protective Equipment (PPE) and dirty or contaminated PPE separately from street clothes or uniforms in all planned or newly constructed maintenance facilities. In all existing Organizational Maintenance Shops (OMS), UTES or AASF facilities, if lockers are not currently provided, lockers will be requisitioned as funding becomes available. In the event that an employee becomes contaminated in his or her workplace requiring showering off and the facility does not have a shower, the employee will be allowed the necessary time to shower at the nearest armory if no showers are available at the facility.

Section 4. The EMPLOYER agrees to provide adequate latrine facilities and drinking water.

Section 5. The EMPLOYER agrees to provide space for eating lunch. The UNION agrees that the policing of such an area would be the responsibility of **all users regardless of series, title, or grade.**

Section 6. It is agreed that upon advance request by the UNION, the EMPLOYER will provide space, if available, for UNION meetings outside regular working hours. It is understood by the PARTIES that the UNION will comply with all security rules applicable to the area and perform such housekeeping duties as necessary.

Section 7. Office space will be provided for carrying on official business of the UNION. The office will be located at Camp Johnson.

Section 8. The AGENCY'S telecommunications, mail and distribution systems are available for the UNION to conduct official labor-management business. The AGENCY'S telecommunications, mail and distribution system shall not be used to conduct internal UNION business and shall be subject to applicable rules and regulations regarding the use of communications systems.

Section 9. When and where custodial and sanitary services are not provided due to lack of resources, supervisors will ensure that responsibilities for maintaining area cleanliness are distributed equitably, to include all of the appropriate workforce section.

Section 10. When and where routine office area snow removal and grounds-keeping are not provided, supervisors will ensure that responsibilities for such will be equitably distributed among the appropriate work force section.

Section 11. The Employer agrees to provide acceptable established working conditions for employees. If a change occurs or acceptable working conditions cannot be met, then that condition will be negotiated with the union.

## ARTICLE XV

### HEALTH AND SAFETY

Section 1. The EMPLOYER will exert every reasonable effort to provide and maintain safe working conditions and industrial health protection for employees. Whenever it is determined by a Safety Official that unsafe working conditions pose a threat to employees, such conditions will be corrected.

Section 2. Whenever it becomes necessary for an employee to leave work due to medical reasons, the EMPLOYER will assist in making arrangements for transportation to his/her home or a local medical facility of his/her choice. In cases that are believed to be life threatening, appropriate local emergency aid will be summoned.

Section 3. The EMPLOYER will provide protective clothing and/or equipment for employees when the clothing or equipment is necessary for safe and successful accomplishment of the work involved IAW OSHA standards.

- a. The EMPLOYER will provide first aid kits and litters.
- b. Safety boots will be provided to the employees which meet working conditions, environmental conditions and / or special orthopedic conditions (I/A/W O.S.H.A. standards).

**Section 4. An employee has the right to decline to perform his /her assigned task because of a reasonable belief that, under the circumstances, the task poses a risk of death or serious bodily harm coupled with the reasonable belief that there is insufficient time to seek effective redress through normal hazard abatement procedures.**

Section 5. A UNION representative will be permitted to accompany the Safety Officer during inspections of a facility or activity. The representative will be selected by the UNION from employees assigned the station or activity. Management will notify Labor with sufficient prior notification of all safety and health inspections in order to facilitate attendance by a Labor representative.

Section 6. When it is apparent to the supervisor that an employee's physical condition renders him incapable of performing his duties satisfactorily, the supervisor will inform the employee that a physical examination is being contemplated. Due consideration will be given to any evidence the employee cares to present in his behalf.

- a. Management will provide medical surveillance to all employees.

Section 7. The Occupational Health Nurse will be notified of all on-the-job injuries and will be required to conduct follow-up. The EMPLOYER will provide adequate transportation for such job related duties.

Section 8. Employees who become excessively dirty as a result of working with oil, grease, fuels, or other contaminants will be authorized adequate and appropriate opportunity to clean up as a normal function of performance of duties. Necessary personal cleanup time will be authorized for those employees working with toxic substances in accordance with O.S.H.A. standards.

Section 9. The EMPLOYER and the UNION agree that the availability of a person trained in the use of cardiopulmonary resuscitation (CPR) is a very valid safety precaution. It is agreed that every possible effort will be made to maintain certification in CPR on an adequate number of employees as necessary to ensure safety precautions are met throughout the work force. All those certified must be volunteers, except individuals certified as required by military regulations. It is further agreed that any administrative costs of the initial training or re-certification will be borne by the EMPLOYER.

Section 10. The UNION will be involved in the State Safety Program.

- a. A UNION representative will be allowed a seat on the State Safety Council.

b. The EMPLOYER agrees to appoint a Safety committee consisting of UNION and management personnel. The UNION will have a maximum of two members on the committee. The purpose of the committee will be to review all accidents and reported potential and known safety hazards. The committee will seek to determine how accidents occurred and report through the chain of command to the safety council a recommendation of action to be taken. The report will be in writing and signed by a UNION representative and management.

c. A UNION representative will be allowed one seat on each activity/facility safety council.

Section 11. In the event working conditions are considered unsafe, an employee shall immediately notify his/her first level supervisor, who shall in turn, immediately notify appropriate safety officials, so that an evaluation may be made.

Section 12. An employee may refuse to perform a task that he/she believes is dangerous or may cause bodily harm if the threat:

- a. is imminent; and
- b. may cause bodily harm or is life threatening; and
- c. the threat can't be abated through normal procedures.

Then, and only then, may an employee refuse to perform an assigned task.

Section 13. Management will supply safety equipment, as allowed within regulations, as required by the position and approved by the State Safety Committee.

Section 14. UNION initiated safety complaints that are not resolved by the State Safety Program may be submitted under the provisions of the negotiated grievance procedure.

Section 15. The EMPLOYER agrees that when in any building, the temperature falls below 67 degrees (F) in an occupied office or 60 degrees (F) in a common enclosed occupied area (garage bay or assembly area) for a period of two (2) hours or more and no alternate work area can be established, the EMPLOYER may authorize administrative leave for the remainder of the work day. This temperature will be taken at five (5) feet off the ground. If it is determined that the heat source cannot be repaired within a reasonable length of time and no alternate work area is available, the two (2) hour wait rule may not apply. **If a temperature of 84 degrees (F), accompanied by humidity of 50% or greater, is exceeded during the warmer months, then adjustments in clothing attire will be considered and implemented if appropriate. Alternate work areas will be considered for employees working in enclosed work areas where there are no other means available to lower temperatures.**

## ARTICLE XVI

### WORKERS' COMPENSATION

Section 1. Excepted and competitive National Guard Technicians employed under the provisions of Title 32 U.S.C. Section 709 are eligible for benefits under the Federal Employees Compensation Act (FECA) if they suffer a job-related injury, occupational disease or illness, or death. Initial employee visits to local medical facilities necessitated by an on-the-job injury shall be on official duty time. Official duty time used for follow-up medical treatment will be in accordance with appropriate regulations. Supervisors will advise subordinates of their rights under the regulations in such circumstances.

- When the technician receives an on-the-job injury, the technician must immediately give notice of the injury to his/her supervisor. Form CA-I is used for this purpose. The notice of injury may be given by someone else if the injured technician is unable to do so. Note: Injuries involving no lost time or medical treatment must be reported on Form CA-I and forwarded to the HRO to be placed on file. Employees must report injuries within 30 days of the occurrence in order to protect their eligibility for continuation of pay. The EMPLOYER will inform employees about any other reporting requirements. Supervisors will emphasize to all employees the importance of reporting any/all on-the-job injuries even if there was no lost time or medical treatment. The EMPLOYER, when requested, will assist employees in completing required reports [employees are responsible for submitting proper medical documentation as applicable to the injury within ten (10) working days]. An extension will be granted on a case-by-case basis.

Section 2. Employees who are temporarily unable to perform their regular assigned duties because of illness or injury, but who are capable of returning to or remaining in a duty status, may at the discretion of management, be detailed to work assignments compatible with their physical condition, or their regular assigned duties may be temporarily tailored to their physical limitations.

Section 3. Unless incapacitated, employees will immediately report to their supervisor all injuries or illnesses that occur on the job, no matter how slight. Following the reported injury, management will take all actions relative to the injury required by the appropriate regulations.

Section 4. Traumatic Injury. In accordance with and subject to the provisions of the Federal Employees' Compensation Act, an employee who sustains a job-related traumatic injury in the performance of assigned duties, is entitled to continuation of regular pay without charge to earned leave for a period of not more than forty-five (45) days. In the event an employee suffers a recurrence of the injury after returning to a duty status, the employee may elect to use any of the remaining forty-five (45) days I/A/W Federal Employees Compensation Act, for obtaining medical treatment provided that the recurrence occurs within ninety (90) days after the initial injury.

Section 5. The supervisor is responsible to authorize medical treatment to the injured employee upon notification of an injury. In the case of emergencies, the Form CA-16 may be issued up to 48 hours after date of injury. Retroactive issuance of the Form CA-16 is not permitted. CA-16, Authorization for Examination and/or Treatment, is used to authorize initial medical treatment in traumatic injury cases only. The employee has the right to select his/her own physician, provided that the physician is located within a 25-mile radius of the employee's residence or work station.

Section 6. HRO Assistance:

- a. HRO will provide each employee with an employee's OWCP information card (CA-13) for immediate reference in filing claims.
- b. When changes to OWCP procedures occur, HRO will publicize and provide to each technician an OWCP Bulletin. This Bulletin will be used to inform/educate technicians on regulatory changes from DOL, trends and any other area of information that may assist them in filing claims.

- c. All OWCP claims will be processed in coordination with the Employee Relations Section of the Support Personnel Management Office. Employees that are billed independently by the health care provider for an OWCP injury claim must contact the OWCP coordinator in the Support Personnel Management Office.

## ARTICLE XVII

### MERIT PROMOTION

Section 1. The Objectives of the Merit Promotion Article are to fill all funded, excepted, permanent, non-supervisory positions in the bargaining unit of the Vermont Army National Guard. Competitive positions will be filled in accordance with FPM 335, TPR 335 and the X-118 handbook. Placement procedures will be in accordance with these provisions.

- a. This article will assure employees in the excepted service an opportunity for fair and equitable consideration for promotion to positions for which they qualify. This promotion article does not, however, emphasize promotion to the exclusion of other established methods of placing well qualified persons into positions, such as original appointment, transfer or reassignment.
- b. These objectives should provide the following related benefits:
  - (1) Increased career development opportunities for technicians.
  - (2) Higher levels of technician performance and work satisfaction.
  - (3) Retention of technicians.

Section 2. Promotion Principles:

- a. Promotion procedures shall be directed toward persons best qualified for the positions to be filled.
- b. Promotion procedures and requirements shall be applied with fairness and equity.
- c. This promotion article shall advance the concept of equal employment opportunity. Selections shall be made from among the eligible persons best qualified to perform the duties of the position to be filled, without discrimination because of race, color, religion, national origin, sex, age, marital status, non-disqualifying physical handicap, or UNION membership.
- d. In making selections for promotion, due consideration will be given to awards under the Incentive Awards Act or other awards relating to job performance that have been granted to eligibles and evidence of which have been included in the position available.
- e. To ensure all employees have access to job announcements and any other job related Civil Service information, the EMPLOYER agrees to designate the Support Personnel Management Office bulletin board as containing current Civil Service information.

Section 3. Responsibilities:

- a. The Support Personnel Management Officer is responsible to the State Adjutant General to:
  - (1) Serve as coordinator in developing, evaluating and revising this article.
  - (2) Guide the operation to ensure compliance with this article.
  - (3) Provide for continuing publicity for this article.
  - (4) Assure that applicants are properly evaluated and certified for promotion consideration and that necessary promotion records are maintained.
  - (5) Consult with labor organization prior to submitting recommended changes to this article.
- b. Management Officials and supervisory personnel are responsible for:

- (1) Participation in the development and revision of this Merit Promotion Article.
  - (2) Providing objective appraisals of technicians being considered for promotion.
- c. Temporary promotions will normally be allotted on a competitive basis:
- (1) All details (enhanced duties) when employee's are detailed to higher graded positions shall receive a temporary promotion for any period that they spend 50% or more of their time performing higher grade work.
  - (2) Unit employees temporarily assigned to a higher graded position receive the pay of that position.
  - (3) In the event of an emergency such as an abnormal workload change, a mission or organizational change, or an unanticipated absence, management may detail an individual into such a position. In this case, the UNION will be notified, and the competitive promotion action will be processed within a reasonable length of time.
- d. Technicians must familiarize themselves with the operation of the promotion program and provide complete and accurate information needed for promotion consideration. Applicants will be responsible for updating SF-171's and AGO Form 690-5 upon making application for a position vacancy.

Section 4. Kinds of Promotions: Competitive promotions are made in accordance with provisions of this article. The qualifications of employees within the areas of consideration are evaluated to determine who are the best qualified. Selection may be made from this group.

Section 5. Qualification Standards:

- a. Must meet minimum standards as prescribed by specific position descriptions.
- b. Selective Placement Factors. Selective placement factors are the job related knowledge, skills, abilities, or other personal characteristics absolutely essential for satisfactory performance in the job. They will be determined in advance of advertising the position and will be stated in the vacancy announcements. When used, they are a part of the basic eligibility requirements for the position.
- c. Qualification standards for positions cannot be modified once the promotion process is started, unless an incorrect standard had been used. If it is necessary to change a qualification standard, the promotion process will be reinitiated.

Section 6. Complaints and Grievances:

- a. The EMPLOYER will respond to a question or complaint about the promotion program or a specific promotion procedure.
- b. Grievances arising out of the application of this procedure shall be processed in accordance with the Negotiated Grievance Procedure. Actual job selections are not grievable.

Section 7. Promotion Policy:

- a. Areas of consideration: Management will determine the area of consideration deemed most appropriate for the position being advertised. Management can extend the established area of consideration for a particular placement action when it has been determined that the initial area did not produce a sufficient number of qualified candidates.
- b. The Selecting Official will normally be the first line supervisor.

c. Placement Procedures: supervisors who desire to fill a permanent position will prepare an SF-52 (Request for Personnel Action) and forward it to the SPMO. The SF-52 will contain the following information:

- (1) Job title and position number.
- (2) Selective placement factors, if applicable.
- (3) Recommended area of consideration.
- (4) Supervisors may ask the SPMO to extend the area and run the announcement for a longer period, not to exceed 45 days.
- (5) Type of appointment, (i.e. excepted or competitive).

d. The primary method of locating candidates will be through a vacancy announcement published by the SPMO. Vacancy announcements are to be clearly written, with sufficient information for the technician to understand what the area of consideration is, what the duties of the job are, what qualifications are required, and what the technician has to do to apply. When it's not practical to provide detailed information, the announcement will inform the technicians where the information can be obtained. Each announcement must contain a statement concerning equal employment opportunity.

e. Technicians selected for positions must be assigned to a compatible military position as a condition of employment. Some positions also require that the holder of the position be assigned to a specific military unit or type of unit. Military compatibility requirements will be listed on the vacancy announcement.

**f.. The supervisor will file a conditional application for any qualified technician who expresses an interest in a position and is not on duty during the filing period.**

g. The HRO will screen all applications received from within the area of consideration which meet the minimum qualification requirements for the position being considered. The HRO will use a subject matter specialist (when deemed necessary by the HRO) when processing applications which do not appear to meet the minimum qualification level. Those applications which do not meet these requirements will be eliminated from further consideration and the applicant(s) will be informed by letter of their elimination, by the HRO.

#### Section 8. Promotion Procedures:

a. The following method(s) will be utilized for forwarding job applications to the selecting official:

(1) The HRO will contact the selecting official to ascertain if a rating panel is desired. If the selecting official does not wish to have a rating panel, the HRO will forward the selection package, grouped but not ranked, to the selecting official. The selecting official will then normally conduct interviews and make a selection. Should the selecting official request a rating panel the HRO will notify the UNION.

(2) If a rating panel is requested, all qualified applications will be rated by a panel. After the qualified applications have been rated by a panel, the selecting official will select one of the following options:

- a. Request the HRO forward, from the list of properly ranked applicants, a portion of the entire list [a minimum of three (3) applicants]. If no selection is made from this first group, the selecting official will then request the remaining applicants to be sent to him/her.
- b. Request the HRO forward the names of all qualified applicants for consideration.

(3) The Chief of Staff or his representative will establish a rating panel consisting of three persons for the purpose of rating qualified applications. After determining the members of the rating panel, all of who will be of equal or higher technician grade to the position being considered, an individual will be designated as the panel chairperson. The chairperson will arrange for a time and place to convene the panel.

(4) The HRO will provide the SF-171 and related documents of the qualified applicants to the chairperson.

b. Physical appearance before the panel is not required, however, the panel may interview candidates. If one candidate is interviewed by the panel, all candidates must be interviewed. Applicants will be rated via rating sheets. Rating sheets will have names filled in by the HRO.

c. Panel rating sheets, along with all documents, will be returned to the HRO for ranking applicants. After the applicants are ranked by the HRO, the names will be forwarded to the selecting official as requested.

d. The selecting official will make a selection from among the applicants forwarded by the HRO based on his/her judgment of how well the selectee will perform in the particular job being filled. The selecting official may conduct personal or telephonic interviews or may base his/her selection entirely on the application packages. If one individual is interviewed, then all applicants forwarded to the selecting official must be interviewed. Matters that pertain to race, color, sex, national origin, political belief, age, marital status, handicaps, or UNION membership will not be discussed by the interviewer.

(1) After selection, the selecting official will prepare the appropriate documents and submit them to the HRO for approval by the Adjutant General.

(2) Upon notification from the HRO of the approval of the selection, the selecting official will notify the selectee and determine a starting date. The non-selected applicants will be promptly notified by the selecting official that another candidate, by name, was selected. The HRO will also notify non-selected applicants by mail.

(3) Upon request, all non-selected technician candidates will be provided the reason for non-selection and what they may do to improve their qualifications.

(4) Successful candidates must be released for their new duties within a reasonable length of time, normally at the end of the first complete pay period following selection.

(5) The promotion package is confidential.

(6) The EMPLOYER agrees to make every effort to complete final action on the selection, normally within fifteen (15) working days after the selecting official makes his/her decision.

e. The Human Resources Office will maintain sufficient records in accordance with TPR 335 so that merit placement actions may be reconstructed.

ARTICLE XVIII  
WORKWEEK AND HOURS OF WORK

**Section 1.** Management has established the normal workday is a period of eight (8) hours or nine (9) hours, between 0730-1700 hours, Monday - Friday. The basic workweek consists of four (4) nine (9) hour days the first week of the pay period and four (4) nine (9) hour days and one 8 hour day the second week of the pay period for a total of 80 hours per pay period. This is understood as the 5-4-9 compressed schedule. Changes or adjustments to the tours of duty (hours of work) and the workweek are at the sole discretion of management IAW 32 U.S.C. 709(g). (Technician Act of 1968). Changes to tours of duty normally will be driven by mission and or resource requirements.

**Section 2.** In the spirit of labor-management partnership, the employer will normally consult with the union two (2) pay periods prior to the implementation of a work schedule change. However it is understood that seven (7) days is the minimum regulatory required notification period. The employer may make schedule changes without such notice when it is determined that the agency would be seriously handicapped in the carrying out of its function or that costs would be substantially increased.

- a. Work schedules will be prepared and posted when employee(s) are scheduled to work hours which do not conform to the station or activity's normal operational hours.
- b. Changes to work schedules may be necessary. Under such conditions supervisors will provide verbal notice to employees whose services are required with as much advance notice as possible.

**Section 3.** The activity shall provide an unpaid one-half hour meal period to all employees during each 8-hour workday. Normally, the period will be authorized at the completion of four and one half (4 1/2) hours of work during the regular 8-hour tour of duty.

**Section 4.** Individual employees may have special need of adjusted or flexible hours of work based upon circumstances or hardship. Supervisors will consider these employees requests for adjusted hours of work on a case-by- case basis. Approval for such requests rests with management.

## ARTICLE XIX

### COMPENSATORY TIME

Section 1. Consistent with the nature and quality of work to be performed, compensatory time work assignments shall be scheduled equitably on a rotational basis among the qualified employees assigned to this job, giving due consideration to the employee circumstances. If the amount of work requires additional compensatory time work assignments, they should be scheduled equitably on a rotational basis among qualified employees.

Section 2. The EMPLOYER agrees to make every effort to give employees as much notice as possible before directing an employee to work compensatory time.

Section 3. An employee shall have the right to refuse a compensatory time assignment only if he/she has a legitimate reason and an employee, whom the responsible Management official considers qualified, is available and will volunteer to accept the assignment.

Section 4. The EMPLOYER agrees to make every reasonable effort to satisfy the desires of the employee on utilization of compensatory time. Compensatory time must be taken within thirteen (13) pay periods following the pay period in which it was accrued.

Section 5. If a technician loses compensatory time because Management does not authorize the use of it, or because the pressing needs of the organization caused the denial of its use, upon request of the technician, Management will be responsible for requesting the restoration of the lost time.

Section 6. Failure on the part of the technician to request the use of compensatory time will not be the grounds for restoration. Technicians must request an extension in writing of the compensatory time beyond the thirteenth pay period in order not to lose it. This must include the dates when it will be used. This request is routed through normal supervisory channels prior to the expiration of the thirteenth pay period to the appropriate decision making official (CAO-VT, USPFO-VT).

Section 7. The EMPLOYER agrees that compensatory time while on TDY will not have to be taken while in this status.

Section 8. The EMPLOYER agrees to schedule travel during normal duty hours whenever possible. Travel time beyond the normal workday and/or workweek will be compensatory time, if allowed by applicable law or regulation.

Section 9. The EMPLOYER agrees to award time off, at a rate of hour for hour, when the normal **workday** is exceeded. Any overtime work resulting from travel on a scheduled day off will be compensated on the basis of one hour off for each hour of travel that crosses the technician's normal work hours. Scheduled travel time beyond the scheduled work hours for that duty day will not earn compensatory time unless actual work is performed enroute. Every effort will be made by Management to schedule travel during the technician's normal duty hours.

## ARTICLE XX

### HOLIDAYS

Section 1. Employees shall be entitled to holiday benefits consistent with applicable Federal laws, regulations, and Executive Orders.

Section 2. Holiday work will be assigned in a fair manner with first consideration given whenever practicable to volunteers from among qualified employees performing the work that must be continued on the holiday, and second consideration being given to other qualified employees. It is mutually agreed and understood that employees who volunteer to be available for holiday work will not necessarily be guaranteed work on a holiday.

Section 3. The supervisor will consider excusing an employee who has been selected to work on a holiday, providing another qualified employee, familiar with the work, is willing to perform the holiday work.

Section 4. Holiday work provisions will be applied uniformly throughout the unit of recognition.

Section 5. The EMPLOYER agrees to follow a liberal annual leave policy for all employees, whenever practical.

## ARTICLE XXI

### OVERTIME

Section 1. The UNION agrees to fully support the EMPLOYER in meeting overtime needs generated as a result of emergencies or mission requirements. Approved overtime will be compensated for in accordance with applicable laws.

Section 2. Supervisors will notify employees when overtime work is available immediately after a determination has been made that overtime work is necessary. Overtime shall be assigned fairly and without discrimination among the employees of similar skills capable of doing the work and with dependable work records. The supervisors scheduling overtime will give consideration to all circumstances, including employees' personal circumstances, when assigning overtime work.

Section 3. Call-back overtime work. This is irregular or occasional overtime work performed by an employee on a day when work was not scheduled for him/her, or for which he/she is required to return to his/her place of employment. In these cases, employees will be credited with a minimum of two (2) hours of compensatory time, even if actual time and work performed is less.

Section 4. It is agreed that when an employee is required to work four (4) hours or more of overtime following his/her regularly scheduled tour of work, he/she will, at the completion of (2) hours of said overtime work, be allowed a lunch break. The lunch break is not to exceed one-half (1/2) hour and will not be considered as overtime for compensation. Telephone stand-by will be arranged at the local level.. Employees required to be on telephone stand-by at home will be compensated on an hour for an hour basis if they are required to actually stay at home to monitor the telephone in anticipation of call back duty. Notification for stand-by duty will be made as far in advance as practical. If the employee is provided a pager or otherwise is unrestricted in his/her movements then no compensatory time is authorized.

Section 5. The EMPLOYER will make existing records of required overtime work available to the UNION for the purpose of settling complaints and grievances concerning assignments of overtime. Such requests will be submitted through the Support Personnel Management Office in writing.

## ARTICLE XXII

### ACCRUED LEAVE

#### ANNUAL LEAVE

Section 1. All parties agree that a reasonable leave policy will be maintained to provide quality time off for all VTARNG employees to share with their families and/or friends. It is also important as an outlet to relieve routine stress, relax, and provide a change from the normal day-to-day work environment. Whenever possible, vacation leave may be scheduled so that the employees will be permitted at least two consecutive weeks of annual leave during each calendar year. Normally, this will be a sixteen (16) day pay period the first day of which being a Saturday and the last being on Sunday. The scheduling supervisor will make every effort to assure that an employee will not lose annual leave. The supervisor will endeavor to afford each employee leave at a time the employee considers convenient and desirable.

Section 2. For short periods of non-emergency annual leave [periods of less than forty (40) consecutive hours], employees are expected to submit requests eight (8) hours in advance of the desired start time of leave. When an employee submits a request for a short period of non-emergency annual leave, his/her first level supervisor will inform the employee of the acceptance or denial of the request. The supervisor/foreman will give the employee the reason(s) for the denial of non-emergency leave on the leave slip .

Section 3. To facilitate fair scheduling of longer block periods of non-emergency annual leave [periods of forty (40) consecutive hours or more], supervisors shall meet with employees semi-annually in January and July to forecast the work group's leave periods twelve (12) months out from the time of each meeting. Supervisors can also identify critical or high workload periods at these times, if applicable. This is only a planning tool, but it should help balance employee leave requirements with mission workload requirements. When there is a conflict between employees desiring the same vacation period, the employees should first attempt to reach a solution among themselves. If necessary, the conflict will be decided by seniority, among qualified employees, on a rotational basis. Seniority will be determined by the Technician Service Date.

- a. Weeks that include a holiday [holiday + thirty-two (32) hours] will still be considered full week "blocks" that need to be forecast for leave similar to other block leave periods.
- b. Block leave requests for forty (40) hours or more should be made at least five (5) workdays in advance and supervisors will have four (4) workdays from that time to approve or deny the request.
- c. When a technician is ordered to any type of military duty, the individual may decide what his/her leave status will be depending on accrued leave and personal preference. Military leave will be charged in accordance with appropriate regulations. Except in an emergency or exceptional situation, employees should inform supervisors of military leave requests within the same time guidelines established for short and long term annual leave as set forth in Sections 2 and 3 of this Article.

Section 4. Employees may cancel previously scheduled annual leave at any time.

Section 5. In the event of a justifiable emergency precluding early submission of a request for annual leave, employees should, within two (2) hours after the start of the workday, advise their supervisor of their whereabouts and circumstances. When a technician is absent from their place of duty without obtaining approval, his/her absence will be charged as an absence without leave.

#### SICK LEAVE

Section 1. Sick leave will be administered in accordance with existing and future rules and regulations.

Section 2. Medical certificates or other administratively acceptable evidence may be required for absences in excess of three (3) workdays or for shorter periods when the supervisor determines it is necessary. The employee will normally be notified in writing prior to requiring a medical certificate for absences, however the supervisor may provide verbal notice as the situation warrants. If an employee is given the requirement to provide a medical certificate, the requirement will be reviewed after three (3) months.

Section 3. In the event of a justifiable emergency or illness precluding early notification, an employee will, within two (2) hours after the beginning of the tour of work, notify the supervisor when he/she is unable to report to work. Supervisors will give consideration to extenuating circumstances which preclude reporting within the prescribed time limit. When an absence for an incapacitating illness or injury is for a period of more than one week, it is the employee's responsibility to keep the employer informed of the date on which he/she expects to return to duty.

Section 4. Requests for advancement of sick leave must be submitted to the employer, ATTN: Employee Relations, HRO, for consideration. Requests may be required to be supported by a statement of the attending physician that the individual is incapable of performing assigned duties and indicates the approximate date he/she believes the individual will be able to return to work. Requests may be denied in instances where the individual's record of past sick leave utilization does not warrant approval or meet other regulatory requirements for approval. Annual leave that would otherwise be forfeited must be used prior to advancing sick leave.

Section 5. An employee's written statement of the reason for his/her illness that exceeds three (3) workdays may be considered by the employer in lieu of a doctor's certificate when the employee's illness did not require the services of a doctor or a doctor was not involved due to remoteness or an inability to secure health care services. Acceptance will be made on an individual basis.

ARTICLE XXIII  
NEGOTIATED GRIEVANCE PROCEDURE

Section 1. The purpose of this article is to establish procedures for resolving grievances and is applicable to all employees covered by the provisions of this agreement.

Section 2. Definitions / Clarifications

- a. The parties to this agreement define a grievance as meaning any complaint:
  - (1) By any bargaining unit employee concerning any matter relating to the employment of employee; or
  - (2) By the UNION concerning any matter relating to the employment of any bargaining unit employee; or
  - (3) By any bargaining unit employee, the UNION, or the EMPLOYER concerning:
    - (a) The effect or interpretation, or a claim of breach, of this collective bargaining agreement; or
    - (b) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment; or
- b. Matters involving prohibited personnel practices, unacceptable performance of employees, may be pursued under this grievance procedure or under the statutory procedure, but not both and that choice will be considered as made, at the time the party timely initiates an action under this grievance procedure or applicable statutory procedure.
- c. An employee or group of employees in the unit may only be represented by the exclusive UNION, or a person approved by the UNION, in filing a grievance under the negotiated procedure. An employee or group of employees in the unit wishing to present such a grievance without the intervention of the exclusive UNION may do so; however, any adjustment of such grievance must be consistent with the terms of the agreement and the exclusive UNION must be given the opportunity to be present at the time of adjustment.
- d. The negotiated grievance procedure contained in this article does not apply with respect to any grievance concerning the following matters which are expressly excluded from this grievance and arbitration procedure:
  - (1) Any matter for which a statutory appeals procedure exists or those matters which otherwise conflict with statute. The provisions of 32 U.S.C. 709 (adverse actions and RIF appeals) are expressly excluded from this grievance and arbitration procedure. The foregoing language reserves, to the State Adjutant General, the final level of appeal in those items covered by 32 U.S.C. 709(f), as required by statute; or
  - (2) Equal Employment Opportunity discrimination complaints; or
  - (3) Any matter relating to prohibited political activities; or
  - (4) Any matter relating to the classification of any position; or
  - (5) Any examination, certification, or appointment; or

- (6) Non-selection for appointment or promotion from among properly ranked and certified candidates for promotion or from any other appropriate source as provided for in the Merit Promotion Article of this agreement; or
- (7) Any matter which is otherwise provided for in this agreement; or
- (8) Any matter which is not subject to control of this activity; or
- (9) Any matter relating to retirement, life insurance, or health insurance; or
- (10) Any matter which is subject to final administrative review outside the agency under law or the regulations of the Office of Personnel Management; or
- (11) Any matter which pertains to a non-bargaining unit technician, supervisory or management position, or promotion thereto; or
- (12) Grievances of temporary technicians; or
- (13) Military related matters; or

**(14) Performance appraisal appeals.**

**Section 3.** The following general standards and principles will be adhered to by employees and by Management and UNION Officials:

- a. Grievances may be initiated by employees, or the UNION, either singly or jointly and presented and processed by the UNION on behalf of its membership.
- b. Employees, employee representatives and all other persons involved in the presentation of a grievance will be free from restraint, interference, coercion, discrimination or reprisal.
- c. Employees have the right to be accompanied, represented, and advised by representatives of their own choosing in presenting a grievance.
- d. Employees and employee representatives will be given a reasonable amount of official time, without loss of pay or charge to leave, for the purpose of presenting the grievance at each of the steps in the procedure as described in section 4.
- e. All grievance decisions will be made as promptly as possible at each level of consideration described herein, will be in writing at all three (3) levels above the first supervisory level and will include a statement of the basis for the decision. Unless mutual agreement is reached for extending time limits for responding to a grievance, failure to respond within time limits set forth may be considered an unfavorable decision to the employee and appealed to the next step.
- f. A grievance file will be maintained for each case that goes beyond Step 1. The file will contain:
  - (1) The written complaint;
  - (2) The summary or transcript of discussions or proceedings at each step; and
  - (3) Findings and recommendations.
- g. When a group of employees has an identical grievance, it will be considered as an individual complaint of one employee. Any one employee in the group, if he/she is not satisfied with the decision, has full rights to appeal the decision to succeeding steps as provided in this article.
- h. An employee may terminate the grievance at any time prior to the final decision of the Adjutant General by giving written notice to the Support Personnel Management Officer. The EMPLOYER

may terminate a grievance for the employee's failure to comply with time limits, failure to attend scheduled meetings to discuss or hear the grievance, or failure to provide requested information at his/her disposal relating to the grievance. Grievances thus terminated will not be reopened except by mutual agreement to both PARTIES.

- i. The EMPLOYER agrees that prior to requesting a written or sworn statement from an employee or when an employee is going to be interrogated before witnesses on matters which may lead to disciplinary action against the employee, he/she must be advised, at the time, of his/her right to be represented by the UNION.
- j. If the employee elects to be represented by the UNION in disciplinary action, two copies of all correspondence will be addressed to the employee.
- k. Employees who are called as witnesses at any step will be in a duty status while serving in that capacity. Grievances will be processed during regular working hours to the maximum extent possible.

Section 4. Individual employee grievances will be processed in accordance with the following steps:

Step 1. Informal stage: A grievance, to be pursued under this negotiated procedure, must be presented by such employee to his/her immediate supervisor. The presentation may be oral or must be presented within fifteen (15) working days from the date the grievance was first presented

Step 2. Formal stage: If an employee is not satisfied with the decision of his/her immediate supervisor and wants to pursue the matter further, the grievance shall be presented in writing to the second level supervisor by the employee within five (5) working days of receipt of decision from the immediate supervisor. As a minimum, the written grievance will contain:

- a. The grievant's name, duty assignment, work and home telephone numbers, if any;
- b. The specific nature of the grievance;
- c. The corrective action desired;
- d. The name, address, and telephone number of the personal representative, if one is desired, that will represent the employee, and;
- e. The status of any other existing complaint previously submitted by the grievant, including the nature of the complaint. This and all other subsequent presentations may be submitted by either the aggrieved employee or his/her designated representative. Within five (5) workdays of receipt of the written grievance, the second level supervisor will meet the aggrieved, his/her designated representative and others as deemed appropriate by the second level supervisor to discuss the grievance. A decision will be furnished the employee and his/her designated representative within five (5) workdays from the date of the discussion.

Step 3. If the employee is still dissatisfied after receiving the decision of the second level supervisor, he/she may make written request for further consideration of the grievance by the next level supervisor. The request for further consideration must be submitted within five (5) working days after receipt of the Step 2 decision and contain the reasons for believing that the Step 2 decision is not satisfactory. The supervisor will meet with the aggrieved and his/her representative within five (5) workdays and will review the grievance file and any evidence not previously considered in an effort to resolve the grievance. He/she will render a decision within five (5) workdays after the meeting.

Step 4. Within ten (10) workdays after receipt of the Step 3 decision, the employee will forward a written request for further consideration to the Adjutant General, ATTN: Support Personnel Management Office. The request must contain reasons for believing that the Step 3 decision is not acceptable. The Adjutant General or the designated representative will meet with the aggrieved and their representative, if any, and attempt to reach a mutually satisfactory settlement. A decision will

be given, in writing, within ten (10) workdays of the final presentation. The decision will be final unless Arbitration as described in Article XXIV is invoked.

Step 5. A right of appeal which may exist with respect to clause (e)(1), (e)(2), (e)(3) or (e)(4) of Section 709, Title 32, U.S.C., as amended by PL 90-486, shall not extend beyond the Adjutant General of Vermont.

Section 5. A UNION grievance, deemed to pertain to the entire bargaining unit, shall be submitted by the UNION President or designee and processed as follows:

Step 1. A grievance, if it has not been otherwise resolved by informal meetings and consultation, must be submitted to the Adjutant General (ATTN: SPMO) in writing within fifteen (15) working days after the occurrence of the incident which gave cause for the dissatisfaction. The grievance must specify in detail the cause for dissatisfaction, and desired corrective action. Within fifteen (15) working days after receipt of the grievance, a decision in writing will be rendered to the UNION. If the decision results in resolution of the grievance and the adjustment is consistent with the provisions of the agreement, the case will be closed.

Step 2. If the decision is not satisfactory to the UNION, it may invoke arbitration.

## ARTICLE XXIV

### ARBITRATION

Section 1. If the EMPLOYER and the UNION fail to settle any grievance processed under the negotiated grievance procedure, such grievance may be referred to arbitration by either the UNION or the EMPLOYER.

Section 2. Within five (5) working days from the date of decision to invoke arbitration, the PARTIES shall request the Federal Mediation and Conciliation Service to submit a list of five (5) impartial persons qualified to act as arbitrators. The PARTIES shall meet within five (5) working days after the receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, then the EMPLOYER and the UNION will each strike one arbitrator's name from the list of five and shall then repeat the procedure. The UNION shall strike first. The remaining name shall be the duly selected arbitrator.

Section 3. The arbitration hearing shall be held during the regular day shift work hours, Monday through Friday. Participants in the hearing shall be in a duty status.

Section 4. The arbitrator will be requested by the PARTIES to render his/her award as quickly as possible, but in any event, no later than thirty (30) days after the conclusion of the hearing unless the parties agree otherwise.

Section 5. Either party may file exceptions to an arbitrator's award with the Federal Labor Relations Authority under regulations prescribed by the Authority.

Section 6. The arbitrator's award shall be binding on the PARTIES. The provisions of Title 32 U.S.C., Section 709e are expressly excluded from binding arbitration.

Section 7. The arbitrator's fee and the expense of the arbitration shall be shared equally by the EMPLOYER and the Labor Organization, provided that the arbitrator's travel and per diem expenses shall not exceed the amount authorized by Volume 2 of the Joint Travel Regulations.

ARTICLE XXV  
WAGE SURVEYS

Section 1. It is agreed that the UNION will be notified by the EMPLOYER as soon as possible, after the appropriate authority issues an announcement for any type wage survey that involves the employees of the unit.

- a. It is agreed that the UNION will be notified of applicable locality wage survey schedules by management upon receipt of such schedules.
- b. The UNION may present written application to the EMPLOYER to be represented at the organizational meeting of an applicable wage survey board, at which time, the UNION may present recommendations, requests and other relative desires.

ARTICLE XXVI  
UNION DUES DEDUCTION

Section 1. Employee eligibility - An employee, who is a member in good standing of the UNION or is eligible to become a member, may authorize an allotment from his/her pay, to cover the regular dues for such membership, provided that she/he meets all of the following requirements:

- a. He/She regularly receives an established normal amount of pay on the regularly scheduled paydays and that such normal pay is sufficient, after legal deductions and other authorized allotments, to cover the full amount of the allotment for dues as established in Section 3 of this article; and
- b. He/She has voluntarily completed a request for such an allotment from his/her pay with full knowledge of the limitations of revocation of the authorization; and
- c. The employee is included in the bargaining unit for which exclusive recognition has been granted.

Section 2. Allotment Authorization - Procedure & Effective Dates:

- a. The UNION will inform each of its members of the voluntary nature of the authorization for an allotment of pay to cover dues and the prescribed procedure for revoking it.
- b. The UNION agrees to obtain and distribute, to its members in good standing, the prescribed authorization form, SF-1187, and to receive completed forms from members who want to request allotment. The President or Treasurer of the UNION is designated to receive completed forms, determine if the member is in good standing in the UNION and enter the current amount of regular dues to be deducted for the member each pay period. The UNION official will then complete the required certification and submit the forms to the Financial Manager.
- c. Allotments authorized on properly completed and certified forms which are received by the Payroll Office three (3) workdays before the beginning of a complete pay period, will be processed and the authorized amount withheld from the employee's pay for that period, provided the amount of pay due, after legal and other established deduction, is sufficient to cover the full amount of the allotment for dues as established in Section 3 of this article. Withholding of the authorized amount will continue until the allotment is terminated under one of the conditions stated in Section 4.
- d. All participation must be for a minimum of twelve (12) months.

Section 3. Amounts withheld: The Financial Manager will withhold funds from the pay of each employee for whom properly executed, current allotment authorization forms have been received. This amount has been established on the basis of the amount of regular dues (exclusive of initiation fees, assessments, back dues, fines, or similar charges and fees). If the amount of regular dues is changed, the UNION will notify the Human Resources Office, in writing, of the change. The HRO will, in turn, notify the Financial Manager who will revise the amounts established, in accordance with the regulations. Any change in the amount of regular dues will become effective the first full pay period after it has been received by the HRO. Only one (1) such change will be made in any pay period of twelve (12) consecutive months.

Section 4. Terminating Allotments:

- a. If the UNION loses recognition due to any of the conditions specified in the CSRA, the allotments of all members will be terminated at the end of the pay period following loss of recognition.
- b. The allotment of an individual employee will be terminated at the end of the pay period when, or during which, he/she separates from the agency or moves to a position not included within the unit recognition.

- c. The allotment of an individual employee will be terminated effective with the first complete pay period after the Financial Manager receives written notice from the UNION that the employee is no longer a member in good standing with the UNION.
- d. After twelve (12) months from initial allocation, dues may be voluntarily terminated. All participation must be for a period of twelve months. **Employees may terminate their Payroll Dues Deduction the first pay period after the anniversary date of commencement of dues withholding.**

**Section 5.** Remitting the Amounts Withheld - Upon disbursement for each pay period, the Financial Manager will certify for payment the net amount withheld. The check will be made out and sent to: Comptroller, Fiscal Accounting Office, 159 Bergin Parkway, Quincy, MA 02169-4213. The check will be accompanied by a list of employee members designated by their UNION local number who have current allotment authorizations on file, the amount withheld from each person's pay, a statement showing the total amounts withheld, and the net balance remitted. Also identified, will be those employees whose pay was not sufficient to cover the full amount of the deduction and those whose allotments are being terminated at the beginning of the next pay period.

**Section 6.** Required Notices:

- a. The UNION will notify the Financial Manager, in writing, within seven (7) work days, when an employee with a current allotment authorization ceases to be a member in good standing.
- b. The UNION will promptly notify the Human Resources Officer and the Financial Manager in the event of a change in dues structure or other change requiring an amendment to this article.
- c. Any written revocation of allotment authorization received by the UNION will be sent to the Financial Manager within three (3) days after it is received.
- d. The Financial Manager will promptly send a copy of each revocation to the UNION prior to the effective date of the termination, time permitting.
- e. Under provisions of Section 4(d) of this article, an employee member may voluntarily submit a request for revocation of his/her allotment, at any time, by completing a SF-1188 or other written signed notification and submitting it directly to the Financial Manager.

## ARTICLE XXVII

### REDUCTION-IN-FORCE

Section 1. The EMPLOYER agrees to inform employees and the UNION, as fully and as soon as possible, of any plans or requirements for a reduction-in-force (RIF) which may affect them. When the specific position in an activity from which an employee has been demoted through RIF becomes vacant and is being filled, the demoted employee may be re-promoted non-competitively to the position within a two year period. If more than one employee meets this criteria, the provisions of the appropriate Priority Placement regulations will be followed.

Section 2. In the event of a reduction-in-force, existing vacancies will be utilized to the maximum extent feasible to retain qualified employees who otherwise would be separated from the service. All RIF actions will be carried out in compliance with applicable rules and regulations.

Section 3. Any permanent employee who is separated because of a RIF will be placed on a re-employment priority list and such technicians will be given consideration for rehiring in temporary and permanent positions for which they are qualified. It is understood that acceptance of a temporary appointment will not alter the employee's right to be offered permanent employment.

Section 4. When employees are affected by transfer of a function or reorganization which adversely affects them because of traveling distance, they will be given consideration for a new or vacant position which is more convenient, if found qualified, after the provisions of Section 3 of this article, are followed. The EMPLOYER will make every effort to relocate the affected employee.

Section 5. In accordance with applicable rules and regulations, employees holding excepted appointments or career appointments who are separated because of a reduction-in-force shall be placed on the re-employment priority list. Such employees will be given preferential consideration for re-employment in positions for a period of two (2) years following the date of separation.

ARTICLE XXVIII  
CHANGES TO and DURATION OF the AGREEMENT

Section 1. This Agreement shall remain in full force and effect for three (3) years from the date approved by the Department of Defense. The Agreement shall be renewed for an additional three (3) year period on each third anniversary date thereafter, subject to the review and re-approval of the **Department of Defense**. This will occur automatically unless either party gives written notice to the other, not more than ninety (90) calendar days and not less than sixty (60) calendar days in advance of the expiration date of the contract, of their desires to renegotiate the contract. If such notice is given, permissive provisions of the Agreement will be terminated at the demand of either party, the remainder will remain in full force and effect until a new Agreement has been negotiated and approved. Provisions of the expired agreement which violate any law, rule, or regulation of appropriate authority, will be superseded by such law, rule, or regulation.

Section 2. With the exception of changes required by law or governing regulation, the Agreement may be amended or supplemented only in the following manner. At mid-term, defined as the eighteenth month from the signing or renewal of the agreement, either party may request to reopen the agreement for amendment and or supplementation. At the time of that reopening, either party may propose to amend up to three articles, or may propose up to three additional articles, as supplements to the Agreement or may propose a combination of up to three changes (amendments or supplements) in total. The above proposals must be submitted 30 days prior to the date defined as mid-term.

IN WITNESS WHEREOF the PARTIES hereto have entered into this AGREEMENT on the 17<sup>th</sup> day of June in the year Two Thousand and Thirteen.

FOR THE UNION:

*Signature's on File*

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AATU, Local R1-175 President

FOR THE EMPLOYER:

*Signatures on File*

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MAJOR GENERAL  
The Adjutant General