



LABOR MANAGEMENT RELATIONS AGREEMENT

between

The Adjutant General,
State of West Virginia

and the

West Virginia Chapters
of the
Association of Civilian Technicians



TABLE OF CONTENTS

Article I - General Provisions

Section 1.1 – Preamble	1
Section 1.2 – Coverage	1
Section 1.3 - Purpose of this Agreement	2
Section 1.4 - Laws and Regulations	2
Section 1.5 - Appropriate Bargaining	3
Section 1.6 - Meetings at the Local Level	4
Section 1.7 - Meetings with the Employer	4
Section 1.8 - Rights of the Technicians	4
Section 1.9 - New Employee Orientation	5
Section 1.10 - Joint Responsibilities	5
Section 1.11 - Employer Obligations	6
Section 1.12 - Association Obligations	6
Section 1.13 - Rights of the Association	7

ARTICLE II - Workweek and Hours of Work

Section 2.1 – Work period Assignments	7
Section 2.2 - Basic Workweek	7
Section 2.3 - Irregular and Emergency Tours	8
Section 2.4 - Cleanup Time	9
Section 2.5 - Differential Pay	9
Section 2.6 - Overtime/ Compensatory Time	9
Section 2.7 - Premium Pay	10
Section 2.8 - Rest Periods (Breaks)	10
Section 2.9 - Lunch Periods	11
Section 2.10 - Wellness Program	

Article III - Attendance and Leave

Section 3.1 - General	11
Section 3.2 - Annual Leave	11
Section 3.3 - Sick Leave	12
Section 3.4 - Voluntary Leave Transfer	13
Section 3.5 - Family & Medical Leave	13
Section 3.6 - Family Friendly Leave Program	14
Section 3.7 - Leave Without Pay (LWOP)	16
Section 3.8 - Military Leave	16
Section 3.9 - Restored Annual Leave	16
Section 3.10 - Compensatory Time	17

Section 3.11 - Court Leave	17
Section 3.12 - Law Enforcement Leave Under State Active Duty	18
Section 3.13 - Forty Four (44) Days of Additional Military Leave For Overseas Duty	18
Section 3.14 - Inability To Report For Duty Due To Natural Phenomena	19
Section 3.15 - Excused Absences	20
Section 3.16 - Holidays	21
Section 3.17 -Technician Leave Bank	21

ARTICLE IV - Association Representation

Section 4.1 – Policy	21
Section 4.2 – Visitation	21
Section 4.3 - Representation During Temporary Duty (TDY)	22
Section 4.4 - Full-Time Association Labor Representative	22

ARTICLE V - Official Time

Section 5.1 - Official Time/Excused Absence for Association Representatives	22
Section 5.2 - Granting of Official Time	23
Section 5.3 - Use of Official Time	23
Section 5.4 - Civilian Attire	24
Section 5.5 - Compensatory Time for Association Representatives	24
Section 5.6 - Excused Absence for Association Representatives	24

ARTICLE VI - Grievance Procedure

Section 6.1 - Grievance Definition	25
Section 6.2 – Exclusions	26
Section 6.3 – Coverage	26
Section 6.4 – Procedures	27
Section 6.5 - Time Limitations	28
Section 6.6 - Multiple Grievances	28
Section 6.7 - Official Time	28
Section 6.8 - Employer Grievances	28
Section 6.9 - Association Grievances	29
Section 6.10 - Grievance File	29
Section 6.11 – Intent	29
Section 6.12 – Miscellaneous	29
Section 6.13 – Appeals	29

ARTICLE VII - Mediation

Section 7.1 – Policy	30
Section 7.2 – Procedures	30

ARTICLE VIII - Arbitration

Section 8.1 - Invocation of Arbitration	30
Section 8.2 - Arbitrator Selection	30
Section 8.3 - Transcript Fee	30
Section 8.4 - Arbitrator's Costs	30
Section 8.5 - Arbitration Hearings	31
Section 8.6 - Arbitrator's Decision	31
Section 8.7 - Filing of Exception	31

ARTICLE IX - Unfair Labor Practices

31

ARTICLE X – Non-Disciplinary, Disciplinary, and Adverse Actions

Section 10.1 – General	31
Section 10.2 - Corrective Actions (Non-Disciplinary or Adverse Action)	32
Section 10.3 - Records	34
Section 10.4 - Records	35

ARTICLE XI - Equal Employment Opportunity Program

Section 11.1 – Policy	35
Section 11.2 - EEO Complaint Procedures	35
Section 11.3 - Technician Employment Statistics	36

ARTICLE XII - Employee Assistance Program

36

Article XIII - Health and Safety

Section 13.1 – Responsibilities	36
Section 13.2 - Employee Responsibilities	37
Section 13.3 - Training of Employees and Representatives	37
Section 13.4 - Personal Protective Equipment	37
Section 13.5 - Emergency Medical Assistance	38
Section 13.6 - Limited Duty	38

Section 13.7 - Placement of Technicians with Disabilities	39
Section 13.8 - Safety Factors	39
Section 13.9 - Operating Equipment/Machinery	39
Section 13.10 - Fire Extinguisher	39
Section 13.11 - Eye Wash and Emergency Shower Stations	39
Section 13.12 - Consultation on Safety Standards	39
Section 13.13 - Access to Safety Records	40
Section 13.14 - Safety Committee	40
Section 13.15 - Conduct of Safety and Health Inspections	40
Section 13.16 - Workers Compensation	40
Section 13.17 - Hazardous Material Communication Training	40
Section 13.18 - Extreme Cold	41
Section 13.19 - Extreme Heat	42
Section 13.20 - Hazard Reporting	42

ARTICLE XIV- Appropriate Work Uniforms 43

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

Section 15.1 – Policy	43
Section 15.2 – Coverage	43
Section 15.3 - Establishment of Environmental Differentials and Authorizations	44
Section 15.4 - Payment of Environmental Differential	44
Section 15.5 - EDP/HDP Committee	44
Section 15.6 - Appeals of EDP/HDP Decisions	44

Article XVI - Position Description and Classification

Section 16.1 - Scope of Employment	45
Section 16.2 – Other Significant Facts	45
Section 16.3 – Change in Position Descriptions	45
Section 16.4 - Appeals	46
Section 16.5 - Review of Position Descriptions	46
Section 16.6 – Position Classification	46

Article XVII - Performance Appraisal System

Section 17.1 – Introduction	47
Section 17.2 – Policy	47
Section 17.3 – Performance System Management	47
Section 17.4 - Appeals and Grievances	47
Section 17.5 – Performance Improvement Plans	48

ARTICLE XVIII - INCENTIVE AWARDS

Section 18.1 – General	48
Section 18.2 - Program Scope	48
Section 18.3 - Incentive Awards Committee	48
Section 18.4 - Program Promotion	48
Section 18.5 - Award Recommendation	49

ARTICLE XIX MERIT PLACEMENT AND PROMOTION

Section 19.1 – Purpose	49
Section 19.2 – Objectives	49
Section 19.3 – Definitions	49
Section 19.4 - Technician Responsibilities	50
Section 19.5 - Management's Rights	50
Section 19.6 - Actions Exempt From Competition	50
Section 19.7 - Vacancy Announcements	51
Section 19.8 - Vacancy Posting	51
Section 19.9 - Area(s) Of Consideration	51
Section 19.10 - Application Procedures	52
Section 19.11 - Establishment Of KSA Factors	52
Section 19.12 – Certification	52
Section 19.13 - Certification Panel	52
Section 19.14 - Certification And Referral Of Candidates	53
Section 19.15 - Notification To Individuals Not Certified	53
Section 19.16 - Appeal Rights	53
Section 19.17 - Interview Guidelines	53
Section 19.18 - Placement/Promotion Records	53
Section 19.19 - Grievances	54

ARTICLE XX - REDUCTION IN FORCE

Section 20.1 – General	54
Section 20.2 – Policy	54
Section 20.3 - Employer Responsibilities	55
Section 20.4 - Competitive Area	55
Section 20.5 - Competitive Level	55
Section 20.6 - Retention Register	56
Section 20.7 - Reduction In Force Notices	57
Section 20.8 - Placement Action	58
Section 20.9 – Appeals	58

ARTICLE XXI - Contracting Out

Section 21.1 – General	59
Section 21.2 – Contracting Out Work Currently Accomplished by Bargaining Unit Employees	59
Section 21.3 - Contracting Out New Work	60

ARTICLE XXII - Training/Education

Section 22.1 - General	60
Section 22.2 – Notification of Training Availability	60
Section 22.3 – Training in a Non-Technician Duty/ Pay Status	60

ARTICLE XXIII - Travel and Temporary Duty

Section 23.1 - Travel Notification	61
Section 23.2 - Compensatory Time	61
Section 23.3 - Defense Travel System (DTS) and Government Travel Card Program	61

ARTICLE XXIV - Dues Authorization & Revocation Procedures

Section 24.1 – Purpose	62
Section 24.2 - Technician Eligibility	62
Section 24.3 - Dues Allotment	62
Section 24.4 - Allotment Authorization Procedures	62
Section 24.5 - Terminating Allotments	63
Section 24.6 - Voluntary Allotment Revocation by Technician	63
Section 24.7 – Responsibilities	63
Section 24.8 - Exclusionary Provisions from LMRA	66

ARTICLE XXV - Use of Facilities

Section 25.1 - Space for Association Meetings and Training	66
Section 25.2 - Bulletin Boards	66
Section 25.3 - Interoffice Mail	67
Section 25.4 -Office Space and Equipment	67
Section 25.5 - Lunch and Sanitation Facilities	67
Section 25.6 – Electronic Devices	67
Section 25.7 – Broadcast/ Network Communications	68

ARTICLE XXVI - Wage Surveys

Section 26.1 – General	68
Section 26.2 - Requests for Wage Surveys	68
Section 26.3 - Wage Survey Data	68

ARTICLE XXVII - Publications:

Section 27.1 – Availability	68
Section 27.2 - Technician Manning Document	69

ARTICLE XXVIII - Agreement Administration

Section 28.1 - Effective Date	69
Section 28.2 – Execution	69
Section 28.3 - Agency Approval	69
Section 28.4 - Association Approval	70
Section 28.5 - Agreement Duration	70
Section 28.6 - Agreement Amendment	70
Section 28.7 - Negotiating a New Agreement	71

Section 1.1 - Preamble:

This multi-unit agreement is entered into under the provisions of Public Law 95-454, by and between the West Virginia National Guard, hereinafter referred to as "Employer", and the West Virginia Association of Civilian Technicians, hereinafter referred to as the "Association".

Section 1.2 - Coverage:

a. It is hereby certified that the Association has been designated and selected by a majority of the technicians of the West Virginia National Guard as their representative for purposes of exclusive recognition and, that pursuant to Public Law 95-454, the said organization is the exclusive representative in such unit:

INCLUDED: All West Virginia Army and Air National Guard wage grade and general schedule permanent and indefinite technicians employed in the State of West Virginia.

EXCLUDED: All managerial and supervisory technicians, to include:

1. Confidential technicians;
2. Technicians engaged in personnel work in other than a purely clerical capacity;
3. Technicians engaged in intelligence, counterintelligence, investigative or security work which directly affects national security;
4. Management officials, supervisors, professional employees, and other employees described in Public Law 95-454; and
5. Temporary technicians.

b. This agreement, to include all articles herein, is applicable to identified bargaining unit technicians in the West Virginia Army and Air National Guard.

c. The Adjutant General of West Virginia, a State appointed official, enters into this agreement under the provisions of Public Law 90-486, which gives him/her the statutory function of employing and administering technicians as federal employees. This agreement is solely for the purpose defined in Section 1.3 below.

d. For the purpose of this agreement the Association shall be, but not limited to, bargaining unit members of the Mountaineer Chapter located in Charleston, WV, representing the 130th Airlift Wing, the Shenandoah Chapter located in Martinsburg, WV, representing the 167th Airlift Wing, and the Mountain State Chapter located throughout the State of West Virginia representing the West Virginia Army National Guard.

e. For the purpose of representing the Adjutant General under the provisions of this agreement the Director of the Joint Staff (DoJS), Air Commanders (AC), Director of Staff-Air (DoS-Air), Surface Maintenance Manager (SMM), United States Property and Fiscal Officer (USPFO), State Aviation Officer (SAO), Human Resource Officer (HRO), and the WVARNG Chief of Staff (CoS-Army) will be hereinafter referred to as "Activity Head."

Section 1.3 - Purpose of this Agreement:

a. This agreement sets forth the respective roles and responsibilities of the parties and indicates the nature of the subject matter of proper mutual concern. The Employer and the Association agree that the parties have had full and fair opportunity to bargain on all aspects of all the topics contained in this agreement and that this contract represents the parties' full, final, and complete agreement on all aspects of the topics included in the agreement for the life of the contract. The purpose of the parties in entering into this agreement is to, but not limited to:

1. Insure technicians' participation in the formulation of personnel policies and procedures through impact and implementation (I&I) bargaining by the Association;
2. Provide for the highest degree of efficiency and responsibility in accomplishing the mission of the Employer;
3. Promote systematic labor-management cooperation;
4. Facilitate the adjustment of grievances and disputes to a fair and equitable solution;
5. Establish the procedures and methods that will hereinafter govern the working relationship between the parties; and
6. Express the full agreement of all parties and shall govern those areas covered in this contract, and that the parties will be bound by the terms of this agreement.

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

Section 1.4 - Laws and Regulations:

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

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

1. To determine the mission, 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 operation shall be conducted:

(c) With respect to filling positions, to make selections for appointments from--

(1) Among properly ranked and certified candidates for promotion;
or

(2) Any other appropriate source; and

(d) To take whatever actions may be necessary to carry out the Agency's mission during emergencies.

c. Whenever language in this agreement refers to specific Employer or Bargaining unit duties or responsibility (example: Section 1.2, e.) it is intended as a guideline for that particular duty or responsibility. It is agreed that the Employer retains the sole discretion to assign work and to determine who will perform the function indicated.

Section 1.5 - Appropriate Bargaining:

a. All matters appropriate for consultation or negotiation, at the State or local level, in accordance with Public Law or regulation, will be addressed upon request of either party provided they are consistent with the terms of this agreement. Management recognizes the obligation to bargain on those matters with respect to PL 95-454 and other applicable laws, rules and regulations. Matters appropriate for negotiations include, but are not limited to, personnel policies, practices and matters which affect working conditions.

b. Management agrees to meet and confer as soon as practicable to discuss appropriate bargaining issues. Changes and decisions based on approved bargaining issues will not be implemented before negotiations/consultations.

Section 1.6 - Meetings at the Local Level:

It is agreed that the local supervisor, or designated representative, and the local Association representative will meet at the request of either party at times mutually agreed upon to confer and attempt to resolve appropriate matters. For such meetings, the party requesting the meeting will furnish the subject matter in advance of the meeting.

Section 1.7 - Meetings with the Employer:

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

Section 1.8 - Rights of the Technicians:

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

b. Except as otherwise expressly provided in Public Law 95-454, the right to assist the Association extends to participation in the management of the Association at any level.

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

d. The Employer agrees that, as part of orientation, all new technicians appointed to a position in the bargaining unit shall be informed of the Association's exclusive status and will be advised of their right to join the Association. They will be informed that the name, telephone number, and location of their shop steward is posted on a bulletin board in their work area. All newly assigned permanent and indefinite technicians will be informed in writing of the location of a digital copy of the agreement.

e. The Employer agrees to afford newly appointed technicians and the shop steward time to meet for the purpose of a short orientation on the LMRA within the first pay period.

f. The Employer recognizes that the participation of the Association in the formulation and implementation of personnel policies and practices affecting the conditions of employment contributes to the efficient administration of the West Virginia National Guard.

g. An Association official has the right to be present at mission briefings that are held to brief technicians involved in such assignments pertaining to their technician status.

Section 1.9 - New Employee Orientation:

a. Procedure: The employer will establish procedures to assure that a new employee will be counseled on all aspects of technician employment within one (1) pay period after the effective date of employment.

b. Checklist:

1. A checklist will be used to cover all items of which each new technician must be made aware.

2. After the employee has been counseled, the employee and the counselor will sign the checklist and it will be filed in the technician's personnel records (at HRO).

c. Notification: The Association will be notified in writing of all new bargaining unit employees.

Section 1.10 - Joint Responsibilities:

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

b. Orientation: Association officers and stewards will be afforded official time for the purpose of new contract briefing, not to exceed eight hours per individual. A briefing will be conducted no earlier than thirty (30) days but not more than sixty (60) days after publication of the contract.

c. Identification of Facts: The Employer and the Association agree that neither party shall present a charge or formal complaint against a person or an employee of the technician program without a complete identification of the facts to include identification of the accusing parties.

d. Official Notification:

1. For the purposes of this agreement "Official Notification" is written correspondence initiated by the Employer or the Association with a specific intent to provide notice of a change in conditions of employment, working conditions or to convey Employer or Association positions or opinions regarding matters of mutual interest.

2. Official Notification will be in written form bearing the signature of the initiating individual and delivered to the addressee. In the event that digital communications are employed to speed up the communications process, a confirmed email will be sufficient to initiate action and will require the sender make delivery of a hard copy within 10 working days .

3. Only when written notification as described in d.1 and d.2 above and received by the appropriate Chapter President or the appropriate Employer representative has been completed will either party be compelled to act or respond according to conditions set forth in this agreement and applicable law, rule or regulation.

e. Time computations: For the purposes of all actions subject to this agreement, unless otherwise directed by law, rule or regulation, time computations will commence upon the first calendar day, or work day as directed, following the date of the action requiring time period identification. Paid holidays will not be counted in such computations. Example: An action which requires a response within five (5) work days and being executed on a Monday will indicate a computation starting with Tuesday, the first work day following the action, and ending on the following Monday (Close of Business).

Section 1.11 - Employer Obligations:

a. The Employer agrees to make an electronic copy of this agreement available on the HRO website.

b. The Employer agrees to furnish upon request by the Association a schedule of authorized bargaining unit positions as well as the names of technicians, their grades, and the position titles. The Association agrees to maintain appropriate security for the requested information.

c. The Employer agrees that reasonable security of personal items is in the interest of the bargaining unit and management and will, within space and funding limitations, furnish each technician with a personal locker or alternative storage providing equivalent security and affording unaccompanied access to the individuals.

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

Section 1.12 - Association Obligations:

The Association agrees to furnish the Employer, and maintain on a current basis, a complete list of all Association officers and stewards to include work area and phone number. Personnel not appointed by the Association will not be allowed to perform official representational functions, nor will they be allowed the use of official time. The Association

may appoint bargaining unit representatives telephonically with the appointment to be accomplished in writing within five (5) working days.

Section 1.13 - Rights of the Association:

a. A representative of the Association shall have the right to be present at any formal discussion between one or more representatives of the agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practice or other general condition of employment.

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

c. A technician who is elected or appointed to serve full time as a national or state representative or officer with the Association, at the discretion of the Employer, will be granted LWOP for one (1) year. An extension for one (1) year may be granted upon request of the technician and with the approval of the Employer. The technician's rights and privileges will be protected under the provisions of the applicable portions of the Code of Federal Regulations.

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

ARTICLE II - Workweek and Hours of Work

Section 2.1 – Work Period Assignments:

a. Management has the right to assign and schedule work to meet mission requirements but will consider the employees' desires and preferences.

b. A work shift is the time period during which a person is at work. A pay period consists of 80 hours of work during a two week calendar period.

Section 2.2 – Basic Workweek

a. Basic work hours are designated as Monday through Friday, 0730 to 1600 or 1530 to 2400 or 2330 to 0800 which includes one half hour lunch during each shift.

1. Management reserves the right to schedule technicians in such a manner as to provide seven (7) days per week coverage and adjust the hours of duty to meet local mission requirements.

2. Personnel determined by the Employer to be required to work other than the basic workweek will be kept to a number necessary to support the requirements of the work to be accomplished. Technicians required to work on schedules other than the basic workweek will be scheduled on a fair and equitable basis. The desires of the technicians involved will be considered before assigning them to the work schedule to include consideration of non-work periods incorporated within the assignment.

3. Changes to the basic workweek are subject to Impact and Implementation (I&I) bargaining which is a statutory right of the Association.

4. Any permanent change in work shift assignment will be considered as a management directed reassignment and subject to applicable laws, rules, and regulations.

5. Work schedules shall be established allowing technicians to benefit from a maximum of consecutive days off.

b. The agency representative agrees that due consideration will be given to the Association's suggested changes in work shift assignments. The Association agrees that such requests will be screened and closely examined prior to submission to ensure that the mission of the West Virginia National Guard will not be impaired as a result of the suggested action.

c. If the technician's work shift is to be changed, the Employer agrees to provide the technician a work schedule as soon as possible after determination of need, but not less than ten (10) work days in advance. Technicians may be allowed to trade shifts with another technician when management considers them to be qualified to meet mission requirements.

d. Supervisors may adjust work schedules for individual technicians who have a conflict with transportation schedules (car pools or public transportation) or educational purposes.

Section 2.3 - Irregular and Emergency Work Schedule:

a. For the purposes of the agreement the following definitions will apply:

1. Irregular Work Schedule – Work assignments other than those scheduled IAW Section 2.2a.

2. Emergency Work Schedule – Work schedule which is required to respond to a situation or circumstance that could not be averted within the reasonable work scheduling practices.

b. Work not scheduled IAW Section 2.2a shall be implemented with consideration of the following factors:

1. Need;

2. All technicians within the affected areas will participate on an equal basis with due regard to their particular skills and voluntary assignments;

3. In those cases where use of a regular work shift assignment would seriously handicap the performance of a function, other work schedules may be established. The necessity for an irregular work schedule will be explained to the technician affected. If possible, the technician's views should be obtained as to the exact work schedule to be established. In emergency situations the senior activity head/supervisor at the work location shall have the right to establish work shift assignment, without prior notice, and to continue those work shift assignments until the emergency situation is ended.

c. The Association will be informed of any emergency situations as soon as possible. The Association will be provided the specific circumstances surrounding the emergency to include the actions taken by management and the expected duration.

d. Standby and On Call work status will be utilized IAW 5 CFR 550.112 and 5 CFR 551.431.

Section 2.4 – Cleanup Time:

Supervisors will allow technicians to clean their immediate work areas, put away tools and equipment, and for personal hygiene. When it becomes necessary, a supervisor may assign tasks requiring technicians to perform needed work during cleanup periods.

Section 2.5 - Differential Pay:

Technicians assigned to a regularly scheduled night shift or early morning shift will receive the shift differential IAW laws, rules and regulations.

Section 2.6– Overtime/Compensatory Time:

a. Technicians in the unit shall not be required to perform any work or duty before or after scheduled work hours (overtime) without compensating the technicians for all such work or duty. IAW applicable laws, rules, and regulations such technicians shall be granted appropriate compensation.

b. Overtime work will be kept to a minimum, consistent with good manpower management, as determined by the supervisor present at the work location. Voluntary performance of overtime by qualified technicians is preferable. A technician assigned to overtime may be relieved from his/her assignment, provided he/she has a valid reason and a technician is available who is capable of performing in his/her place. In normal situations, supervisors will notify technicians forty-eight (48) hours in advance of all overtime assignments.

c. A technician recalled to work will be granted a minimum of two (2) hours of appropriate compensation.

d. In work areas where overtime has a high experience factor, it is mandatory for the supervisor to maintain an overtime roster in order to ensure that overtime is equally distributed. This roster will be posted in a highly visible location in the work area and will indicate when and by whom this overtime was worked. The roster will be maintained current. If a technician requests excusal from an overtime assignment for reasons other than stated earlier, he/she shall be considered for overtime again the next time a requirement exists. A technician who is on sick leave, annual leave, holiday leave, leave without pay, court leave, or administrative leave at the time overtime work is required, shall not be considered as available for overtime work, but shall retain his/her standing on the overtime roster for the next scheduled overtime assignment.

Section 2.7 – Premium Pay:

The Employer agrees that any technician within the unit, who is required to work on a Sunday as part of his/her basic scheduled workweek, is entitled to pay at his/her rate of basic pay plus premium pay. Such premium pay will be at a rate IAW applicable laws, rules, and regulations.

Section 2.8 - Rest Periods (Breaks):

a. Rest periods granted in accordance with these provisions are considered duty time and included in the daily work schedule.

1. The rest period may not exceed fifteen (15) minutes during each four (4) hours of continuous work.
2. The rest period may not be a continuation of the lunch period.

b. Additional short rest periods during the daily work schedule will be permitted when such periods are beneficial and/or necessary. Criteria for determining rest periods are as follows:

1. Protection of a technician's health by relief from hazardous work or from that which requires continual and/or considerable physical exertion and temperature extremes.
2. Reduction of accident rate by removal of fatigue potential.
3. Working in confined spaces or in areas where normal personnel activities are restricted.
4. Increase in or maintenance of higher quality and/or quantity production traceable to the rest period.

c. An additional rest period may not be granted where none of the criteria stated above is applicable.

Section 2.9 - Lunch Periods:

a. A thirty (30) minute work free lunch period for a shift shall normally be between four (4) and six (6) hours after the start of the shift. Lunch periods will be in addition to the normal work hours. A lunch period will be in a non-pay status.

b. The Employer retains the right to schedule work during this time period. If work is scheduled during this period the employee(s) affected will be compensated according to applicable rule, law, or regulation.

Section 2.10 – Wellness Program:

Technicians may participate in physical fitness training IAW WVHRO 990-1. The scheduled time will allow the maximum use of facilities and equipment.

Article III - Attendance and Leave

Section 3.1 General:

This article establishes procedures and provides information for the Technician Attendance and Leave policies which shall be subject to the applicable rule, law or regulation and this agreement.

Section 3.2 Annual Leave:

a. Annual Leave is authorized for all permanent, indefinite, and temporary technicians employed for ninety (90) days or more. A temporary technician employed for eighty-nine (89) days or less is not eligible for annual leave. However, if the period of employment is subsequently extended to ninety (90) days or more, the technician is eligible for leave accrual from the first full pay period of employment.

b. All annual leave to be earned during the year for permanent and indefinite technicians will be credited at the beginning of the leave year or date of employment, and will be available for use throughout the year.

c. Annual leave is earned at the following rate based on years of creditable service:

<u>Years of Service</u>	<u>Hours Per Pay Period</u>
under 3	4
3 thru 14	6 (10 hours last pay period of leave year)
15 and over	8

d. A maximum of two hundred and forty (240) hours of annual leave may be carried over to the next leave year (Reference 3.9 - Restored Annual Leave).

e. The supervisor will endeavor to, consistent with mission requirements, grant leave in the amount requested by each technician at the time he/she considers conveniently desirable. In the event of a conflict of two (2) or more employees requesting leave at the same time, leaving a shop or section unmanned, the Employer agrees to consider the date of request first; if the same date of request, the employee having the most seniority based on technician service computation date will be granted leave. Changes in scheduled leave may be allowed by the supervisor provided another technician's selection is not disturbed by the change.

f. Absences which could not be planned and approved in advance must be reported to the technician's first line supervisor or other designated person within two (2) hours of his/her regular reporting time, if at all possible.

g. Employer's officials agree to maintain a liberal leave policy and will not unreasonably restrict employees from taking short periods of annual leave. Employees will submit requests for more than forty (40) consecutive hours annual leave reasonably in advance of the desired time. When an employee submits a request for a short period of annual leave for non-emergency reasons, the first line supervisor will inform the employee of acceptance or denial as soon as possible. The technician's designated time and attendance supervisor will be authorized to approve requests for unscheduled annual leave. A technician on alert status may have short periods of emergency annual leave approved providing a qualified replacement is available and willing to work.

h. It is agreed that no employee shall be called back from leave unless an emergency designated by the activity head arises and no other qualified employee of the unit is available to perform the required duties.

i. It is agreed that no employee's leave shall be canceled except for emergencies designated by the activity head and no other qualified employee of the unit is available to perform the required duties. If the employee's request is canceled the reasons for cancellation will be provided in writing.

j. All leave requests will be approved or disapproved in writing within two (2) workdays after receipt.

Section 3.3 Sick Leave:

Employees shall accrue sick leave in accordance with applicable directives and regulations. The Association and the Employer recognize the insurance value of sick leave and agree to encourage employees to conserve such leave so it will be available to them in case of extended illness.

a. Sick leave is available on an earned basis for all technicians to include temporaries.

b. Sick leave may be advanced to technicians not to exceed two hundred and forty (240) hours at any one time subject to the following conditions:

1. The technician will submit a written request to his/her immediate supervisor, normally prior to expiration of existing sick leave, with a statement that all accumulated sick leave will be exhausted, or the date and time it will expire. A medical certificate indicating expected duration of absence from work must be attached.

2. The immediate supervisor will endorse the request through channels to the HRO with a statement as to the reasonable expectation that the technician will return to duty to earn and repay advanced credits.

3. Authority is delegated to the Human Resource Officer to approve/disapprove requests. The request will be returned through channels, indicating approval/disapproval.

c. Sick leave is earned at the rate of four (4) hours per pay period.

d. Sick leave is earned only for full bi-weekly pay periods.

e. Sick leave, if available, shall be granted to employees in accordance with applicable directives and regulations when they are incapacitated for performance of their duties by sickness, injury, or pregnancy and confinement, for medical, dental, or optical examination or treatment; or when exposed to contagious quarantinable diseases and when the presence of the employees at their post of duty would jeopardize the health of coworkers. Request for sick leave for medical, dental or optical examination or treatment shall be submitted for approval in advance of the appointment, unless precluded by emergency conditions.

f. Sick leave is appropriate for Technicians when on military orders for medical services including examinations.

Section 3.4 Voluntary Leave Transfer:

This program establishes procedures which allow West Virginia National Guard technicians to receive and donate annual leave for use by other West Virginia National Guard (WVNG) technicians. It is intended to help employees who have exhausted their annual and sick leave in times of medical or family medical emergency situations. This program is administered by the Human Resources Office.

Section 3.5 Family & Medical Leave:

a. Permanent and indefinite technicians are entitled to Family Medical Leave, twelve (12) workweeks of unpaid leave, during any twelve (12) month period, for the following purposes:

1. The birth of a son or daughter of the technician and the care of such son or daughter or after delivery, recuperation or adjustment;

2. The placement of a son or daughter with the technician for adoption or foster care;
3. The care of a spouse, son, daughter, or parent of the technician who has a serious health condition; or
4. A serious health condition of the employee that makes the technician unable to perform the essential functions of his or her position.

b. Family Medical Leave (FML) may be taken intermittently or the technician may work under a work schedule that is reduced by the number of hours of leave taken as family and medical leave. A technician may elect to substitute other paid leave. Family Medical Leave is in addition to other paid time off available to a technician.

c. Upon return from FML, a technician must be returned to the same position or to an "equivalent position with equivalent benefits, pay status, and other terms and condition of employment".

d. A technician who takes FML is entitled to maintain health benefits coverage. A technician may pay the employee share of the premiums on a current basis or pay upon return to work.

e. The technician should provide notice of his or her intent to take FML not less than thirty (30) days before leave is to begin or as soon as is practicable.

f. An agency may request medical certification for FML taken to care for a technician's spouse, son, daughter, or parent who has a serious health condition or for the serious health condition of the technician.

Section 3.6 Family Friendly Leave Program:

a. This program allows Permanent, Indefinite, and Temporary Technicians to use sick leave to care for family members in certain instances under the Family Friendly Leave Act.

b. Definitions:

1. "Technician." Any permanent, indefinite, or temporary Federal employee of the WVNG who occupies a management, supervisory, or non-supervisory position.

2. "Family." The following relatives of the technician:

(a) Spouse, parents and grandparents thereof;

(b) Children, including adopted and step-children, and spouses thereof;

- (c) Parents;
- (d) Grandparents;
- (e) Brothers and sisters, and spouses thereof;
- (f) Grandchildren; and
- (g) Any individual related by blood or affinity whose close association with the technician is the equivalent of a family relationship.

c. Technicians may elect to use up to thirteen (13) days of sick leave in a leave year to care for family members as a result of:

- 1. physical or mental illness;
- 2. injury;
- 3. pregnancy;
- 4. childbirth;
- 5. to accompany family members to medical, dental, or optical examinations or treatments; or
- 6. to make arrangements for or attend the funeral of a family member.

d. Technicians are guaranteed a minimum of forty (40) hours of their own accrued sick leave each leave year for the above purposes. To be able to use up to the maximum of one hundred and four (104) hours (thirteen (13) days), the technician must maintain a balance of at least eighty (80) hours of sick leave. This requirement ensures a reasonable amount of sick leave is available for the technician's personal illness or injury.

e. Approval of the use of sick leave under the Family Friendly Leave Program is delegated to the First Line Supervisor. The First Line Supervisor must keep records of the use of sick leave in order to assure the maximum limits are not exceeded. Time cards should be annotated to reflect number of hours Family Sick Leave to care for family members or funeral purposes."

f. Payroll offices will maintain records to accomplish year-end reports to include:

- 1. Grade or pay level and gender of technician,
- 2. Total number of hours used by each technician,

- (a) For care of family member

(b) For funeral purposes.

g. Abuse: While the latitude for use of Family Sick Leave is very liberal, it is understood that some individuals may abuse this policy. In the event abuse may become an issue, technicians may be required to furnish "certification" to substantiate Family Sick Leave absences. However, this action will not be invoked without first advising the technician of the questionable Family Sick Leave record.

Section 3.7 Leave Without Pay (LWOP):

a. LWOP requests will be processed using OPM Form 71 for less than 30 days or Standard Form (SF) 52 for more than 30 days. The supervisor is authorized to approve leave requests of less than 30 days. HRO is the primary authority for this leave program and will provide approval for requests for more than 30 days.

b. Employees on approved leave without pay status shall accrue any rights and privileges, including retirement benefits and coverage under Group Life and Federal Health Benefits Program, in accordance with applicable laws and regulations.

Section 3.8 Military Leave:

Military leave permits a technician to be absent from technician duties without charge to annual leave or loss of technician pay while performing active duty and/or active duty for training.

a. One hundred twenty (120) hours of military leave is authorized for active duty for all permanent and indefinite technicians and may be used at any time during the leave year. Military leave is charged in increments of hours. Temporary technicians are not eligible for military leave. Technicians may use available military leave, annual leave, compensatory time, or leave without pay for the performance of military duty.

b. Military leave will be credited to the technician on a fiscal year basis. Up to one hundred twenty (120) hours of unused military leave may be carried over to the next fiscal year.

Section 3.9 Restored Annual Leave:

a. Annual leave that is in excess of the maximum permissible carryover is automatically forfeited at the end of the leave year. Such leave may be restored to the individual for use no later than the end of the leave year ending two (2) years from the date of forfeiture. The three (3) conditions for which restoration may be approved are:

1. Administrative error
2. Exigencies of the public business
3. Sickness

Section 3.10 Compensatory Time:

- a. Authority is delegated for authorizing compensatory time to first line supervisors.
- b. All compensatory time will be utilized within the twenty-six (26) pay periods following the bi-weekly pay period in which the time is earned. There are no restoration rights of compensatory time after this period.
- c. Compensatory leave may be accrued in half hour increments.

Section 3.11 Court Leave:

- a. Court leave is leave with pay for a period of time a technician spends in court for duty as a juror, witness, or for attending judicial proceedings. Court leave will be extended to a technician when he/she is summoned to appear as a witness in judicial proceedings on behalf of a state or local government or when he is required to perform jury duty in a federal, state, or municipal court.
- b. The employees have the responsibility to respond to calls for jury and other court services in accordance with the applicable laws and regulations. Request by the Employer that an employee be excused from jury duty will be made only in those instances where the employee services are required to meet essential work schedules and where public interests are better served by the employee remaining on duty.
- c. In those cases where time and travel permit and where no hardship results when an employee is excused or released by the Court for any day or would allow the employee to return to work for at least two (2) hours, the employee will be expected to return to duty or be charged annual leave, compensatory time, if available, or leave without pay for the time excused. There will be no time charged to annual leave for time traveling from court to work site.
- d. Evidence of Court Service: The request to appear in court should be presented to the supervisor as far in advance of the actual court date as possible. Upon return to duty the technician submits written evidence from the court reflecting the dates and hours, if possible, of their attendance in court. Notation should be made on the time and attendance report for the days and/or hours of court leave granted while absent from their regularly scheduled duties.
- e. Court Fees: For fees received for duty as a witness or juror, the following will apply:
 - 1. If a technician is absent from his/her regularly scheduled duties to serve as a juror in a state or municipal court, he/she will collect all fees and allowances payable as a result of the jury service. The technician must tender the fee to the servicing comptroller for disposition; however, he/she is permitted to keep all fees or allowances in excess of the amount of compensation due him/her for the period of absence on jury duty.

2. Technicians who perform jury service on nonworkdays are entitled to retain the fees received for such service. He/she may accept and keep any allowances for mileage and subsistence authorized by law to cover actual expenses incident to the jury service.

3. Fees received for jury duty, either in a federal or state court, on a holiday falling within the technician's basic tour of duty may be retained by him/her, provided that, had he/she not been on jury duty, he/she would have been excused from his/her regular duties on the holiday.

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

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

Section 3.12 Law Enforcement Leave Under State Active Duty:

Law Enforcement Leave (LEL) is authorized to permanent and indefinite technicians in accordance with public law.

Section 3.13 Forty Four (44) Days of Additional Military Leave For Overseas Duty:

a. Technicians are authorized an additional 44 days (352 hours) of military leave for overseas duty.

b. Technicians who elect to use this leave status will be on military duty under the protection of Status of Forces Act Agreements (SOFA) in Title 10 U.S.C. 12301(b) or (d).

c. Technicians are not authorized military pay while in this leave status except for non-workdays and holidays. However technician pay and withholdings will continue.

d. Technicians will be eligible for military per diem to cover room and meal expenses if incurred.

e. This leave can be used in combination with annual leave, military leave, compensatory leave, and LWOP.

f. This leave will be credited on a calendar year basis and must be used in the same calendar year.

- g. This leave is charged in increments of one hour.

Section 3.14 Inability To Report For Duty Due To Natural Phenomena:

Technicians may be granted excused absence based upon the inability to report for duty caused by natural phenomena. The following guidance will apply to the granting of excusal:

- a. General Policy for Adverse Weather Conditions: In accordance with WVTTPR 630-1 each activity head is required to assess local weather situations and notify the Adjutant General if it is advisable to close an activity due to dangerous conditions. Facility closure or dismissal will be determined by the Adjutant General. In the absence of the Adjutant General, authority is delegated to the CAO (Army) and the ESSO (Air).

- b. Dismissal Or Closure:

- 1. When the situation appears to be extremely dangerous to all concerned and a local dismissal or closure is believed appropriate, activity heads will request approval of The Adjutant General prior to taking any action. In the absence of The Adjutant General, approval authority for the Army National Guard is delegated to the Command Administrative Officer and to the Executive Support Staff Officer for the Air National Guard. Activity heads or their designated representatives are responsible for alerting all personnel in the event of a general or local closure.

- 2. Local procedures will be developed and coordinated with the local labor organization in accordance with the Labor Management Relations Agreement. If approval is granted, essential selected technicians may be required to work. Activities heads will pre-determine which employees (if any), by position, are to report for work. A copy of the listing will be provided to the appropriate Association President.

- 3. When a State of Emergency is declared local or state wide, WVNG activities will comply.

- c. Delayed Arrival: Technicians may be granted excused absence for a period of time when traffic conditions or natural phenomena causes a delay or when traveling requires an unnecessary risk. Affected technicians must have made a reasonable effort to report to work during this time. Once a majority of the technicians have reported to work, the Activity Head will establish a cut-off time for the granting of excused absence and notify the local association representative. Technicians will be charged annual leave, compensatory, or LWOP from the cut-off time to the actual arrival time. Individuals who fail to report will be charged leave for the entire day.

- d. Liberal Leave Policy: Activity Heads are encouraged to adopt a liberal leave policy during periods of disruption of work because of natural phenomena. All technicians should be granted leave (annual, compensatory or LWOP), if requested. This will allow the individual to

determine the degree of risk involved and make his/her own decision to report to work or request leave.

Section 3.15 Excused Absences

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

a. Administrative Dismissal: The Employer shall make every reasonable effort to ensure the health, safety, and well-being of technicians. Under emergency conditions which result in the loss of heat, water, power, etc., administrative dismissals of technicians will be as directed by the Activity Head in accordance with the Adjutant General's plan for administrative dismissal. The Activity Head(s) or, if appropriate, their local representative(s), will have the authority to grant excused absence when conditions warrant. The Activity Head(s), or their representative(s), will keep the senior Association representative at the work site advised of the actions taken or contemplated in response to the emergency.

b. Participation In Civil Activities: A technician may be granted excused absence for short periods of time to participate in civil activities that the Federal Government is interested in encouraging.

c. Participation In Funerals: Excused absence may be granted by the first line supervisor to technicians, including temporary technicians, for up to 4 hours in any one day while participating in or attending funeral ceremonies for members or former members of the Armed Forces, including the National Guard.

d. Volunteer Emergency Services: Excused absence may be granted by the first line supervisor to permanent and indefinite technicians while participating in community volunteer emergency services such as volunteer fire departments.

e. Blood Donation: First line supervisors may grant excused absence to technicians for travel to the donation site, actual donation time, and/or for recovery period.

f. Conferences: Technicians may be granted excused absence to attend conferences when attendance will serve the best interest of the National Guard. The approval authority will be the Command Administrative Officer for Army National Guard technicians and the Air Commanders for Air National Guard technicians. A copy of the document which authorized the excused absence will be furnished to the payroll office.

g. Activities Sponsored By WVNG: Technicians may be granted excused absence to support activities sponsored by the WVNG. Approval authority will be the Command Administrative Officer for Army National Guard technicians and the Air Commanders for Air National Guard technicians. A copy of the document which authorized the excused absence will be furnished to the payroll office.

h. Voting: Technicians may be granted excused absence to vote where polls are not open at least three hours before or after regularly scheduled duty hours. Those technicians who

vote in jurisdictions which require registration in person may be granted time off to register on substantially the same basis. A technician may be excused up to a full day under circumstances where the commuting distance of places of registration is considerable and registration is required in person or absentee ballot cannot be used.

i. Excused absence may be granted by the first line supervisor when a technician who has previously been in any other pay status returns to technician status within eight (8) hours of the technician's next scheduled work period. This will afford sufficient rest for safety and productivity.

Section 3.16 Holidays:

a. Employees shall be entitled to holiday pay consistent with applicable regulations in connection with all federal holidays now prescribed by law and any other that may be added by law. Holidays designated by Executive Order shall be observed as legal holidays.

b. Employees will be advised as far in advance as practicable and feasible when they will be required to work on a holiday or a Sunday.

Section 3.17 - Technician Leave Bank:

Management and the Association recognize that the formulation of a voluntary leave bank for the technician employees of the state of West Virginia may be beneficial. Management and Association agree to address forming a leave bank through mutual discussion.

ARTICLE IV - Association Representation

Section 4.1 - Policy:

The Employer and the Association agree to the establishment of Association steward positions. Stewards will be authorized on a ratio of one steward per fifteen (15) bargaining unit members. Where activities are co-located, all bargaining unit members will be considered in the steward compilation. Where low density bargaining unit population exists, a steward may be appointed to cover a geographic area. The Association will provide the Employer with a listing of the designated stewards and the work locations represented by each of the stewards. The listing will be updated by the Association as changes to the steward assignments occur.

Section 4.2 - Visitation:

a. Association Officials: Association officials, subject to security regulations, will be allowed to visit an installation and/or meet with a technician or local Association officer for the purpose of accomplishing lawful labor organization business. The Association will notify the Employer or his/her appointed representative, either orally or in writing, prior to each visitation as far in advance as possible. The visiting Association official will be identified and the technician management official or Association officer to be visited. Should pressing mission

requirements or an emergency preclude a request from being honored, the Employer will discuss the situation with the Association and arrange an alternate time and/or date.

b. Visiting Representatives: Subject to security regulations and visitor control procedures, authorized representatives of the Association may be allowed to visit the Agency for the purpose of accomplishing official labor organization business. The Association will request approval of the Employer or his appointed representative for each visitation as far in advance of the desired date as possible. Each request will include the name of the representative(s), Association status or position, purpose of the visit, and person(s) or technician group(s) with whom the visit is desired. Should pressing mission requirements or an emergency preclude a request from being honored, the Employer will discuss the situation with the Association and arrange an alternate time and/or date.

Section 4.3 - Representation During Temporary Duty (TDY):

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

Section 4.4 Full-Time Association Labor Representative:

LWOP is authorized for one (1) Association representative to act as a full-time labor representative.

a. Selection of Association Labor representative: Selection of a Association labor representative will be the sole responsibility of the Association of Civilian Technicians, West Virginia Chapters, according to the internal policy of the Association. Only one (1) individual will serve at a time in this position. Appointment will be one (1) calendar year starting and ending with the date of assignment.

b. Work Place Administration: The individual granted LWOP will remain assigned to the original position of employment. (Reference 3.7-LWOP)

ARTICLE V - Official Time

Section 5.1 Official Time/Excused Absence for Association Representatives:

Official time will be made available without loss of annual leave during normal duty hours for the Association representatives to carry on business that is of mutual interest to the employing agency and the Association. Official time provisions encompass negotiations

between an exclusive representative and an agency regardless of whether such negotiations pertain to the negotiation or re-negotiation of a basic collective bargaining agreement. Official time will be provided in accordance with this section and Public Law 95-454.

Section 5.2 - Granting of Official Time:

Official time will be granted in the following manner: The Association representatives will notify their immediate supervisor and obtain concurrence prior to leaving their assigned area. The supervisor must concur unless the mission of the section cannot be accomplished without the presence of that representative specifically. The supervisor may delay the representative for only the length of time that the mission requires the presence of that representative.

Section 5.3 - Official Time is Authorized for the Following:

- a. Stewards and representatives conferring with employees and/or supervisors on grievances and other matters relating to conditions of employment. The recognized shop stewards in the Association at the locations they are authorized to represent or in their absence duly appointed alternates will be given a reasonable amount of official time to investigate, prepare, and present grievances, unfair labor practices, and other employment related complaints. The employee has the right to select an Association representative other than the recognized steward.
- b. Travel time to and from prearranged meetings with the Adjutant General or other management officials. In accordance with applicable JTR's/regulations, the Association representatives will receive full travel and per diem allowances.
- c. When appearing at third party hearing proceedings. Association representatives on official time shall not exceed the number of individuals representing the Employer for such purposes.
- d. A reasonable amount of time shall be given to appropriate Association representatives for the purpose of receiving information or orientation relating to matters of mutual concern.
- e. Negotiation teams for the Association.
- f. Association representatives and stewards to attend training sessions conducted by the State of West Virginia pertaining to matters of mutual concern to the Association and the Employer.
- g. Chapter treasurers to prepare financial reports required by federal agencies.
- h. Chapter officers to expedite a grievance in coordination with the Labor Relations Specialist.

i. When it becomes necessary for any Association officer to consult with the Association's attorney in conjunction with third party processing of a complaint, the representatives and the grievant, in the case of a grievance.

j. Association representatives will be allowed a reasonable amount of time to change to and from the military uniform for those situations covered in section 5.4 of this contract Article.

k. Association officers or designated representatives to visit elected officials when representing federal employees in support or opposition to pending or desired legislation which would impact the working conditions of employees represented by the Association. Official time will be requested in writing to the HRO. Per diem and travel will be at no cost to the employer. The Association agrees that in order to reduce the negative impact on the workplace, it will make a good faith effort to keep the number of requested individuals and time allotted to an absolute minimum required to perform representational duties.

Section 5.4 - Civilian Attire:

a. Association representatives will not be required to wear the military uniform in the following situations:

1. When conducting contract negotiations with Agency officials;
2. When conducting labor-management seminars at commercial facilities sponsored or hosted by the national office of the Association of Civilian Technicians, U.S. Department of Labor, Department of Defense, Wage Fixing Authority, etc.
3. When representing the Association at third party proceedings.
4. When representing the Association in the performance of representational duties at Step 2 and above of the negotiated grievance procedure.

Section 5.5 - Compensatory Time for Association Representatives:

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

Section 5.6 - Official Time for Association Representatives:

a. Association representatives attending training sessions pertaining to matters of mutual concern to both the Employer and the Association which are sponsored by the FLRA, OPM, or other Government agency, will be authorized Official Time.

b. Association representatives designated to attend Association sponsored training sessions or seminars pertaining to matters of mutual concern to the Employer and the Association will be authorized Official Time.

1. Chapter stewards are allowed two (2) work days per individual, per calendar year and travel time as prescribed by the JTR.
2. Chapter officers are allowed three (3) work days per individual per calendar year and travel time as prescribed by the JTR.
3. Chapter Presidents/Vice Presidents are allowed four (4) work days per individual per calendar year and travel time as prescribed by the JTR.
4. All training time authorized in this section will be allotted for one calendar year only and will not be carried forward into any other year.

c. The Association understands that individuals will request excused absence of their individual supervisor two (2) work days in advance. In the event that a substitution of representative becomes necessary the request for excused absence will be dealt with on a case by case basis. Excused absence will not be granted for purposes prohibited by PL 95-454. When excused absence is requested the Association will furnish the Human Resources Office (HRO) with an agenda of the activity for which the leave is requested and a roster of the personnel recommended to attend. The HRO-LRS will advise the respective supervisor of those personnel authorized to attend the scheduled events.

ARTICLE VI - Grievance Procedure

Section 6.1 - Grievance Definition:

A grievance means any complaint:

- a. By any bargaining unit employee concerning any matter relating to the employment of the employee;
- b. By the Association concerning any matter relating to employment of any unit employee(s); or
- c. By any bargaining unit employee, the Association, or the Employer concerning:
 1. The effect of interpretation or a claim of breach of this agreement; or
 2. Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.
- d. The Employer and the Association agree that the negotiated procedure is the exclusive procedure available to the Association and the technicians in the bargaining unit for the processing of grievances except where the grievant is provided a choice of the negotiated grievance procedure or a statutory procedure under the provisions of Public Law 95-454.

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

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

Section 6.2 - Exclusions:

Certain matters are excluded from coverage by this Grievance Procedure and from coverage by the arbitration procedure either because they are not grievable or arbitrable matters or because they are matters which are subject to final administrative review outside the Agency under law or regulations. The following matters are subject to such exclusion:

- a. Political activities (Hatch Act).
- b. Retirement, life or health insurance.
- c. Suspension or removal for national security reasons.
- d. Examination, certification, or appointment.
- e. Position classification which does not result in loss of grade or pay of an employee.
- f. Non-selection for promotion from a group of properly certified candidates.
- g. Management's right to counsel individuals.
- h. Formal EEO complaints.
- i. Actions taken pursuant to 32 US Code, 709 (f) in conjunction with **Section 6.13 Appeals.**
- j. An individual performance appraisal.

Section 6.3 - Coverage:

Any employee or group of employees covered by this Agreement may present a grievance involving matters relating to personnel policies and practices and work conditions. Such grievances may be adjusted with or without Association representation at the grievant's discretion. However, the Association shall have the right to have its representative present at the adjustment. This right to individual representation does not include the right to take the matter to arbitration unless the Association agrees to do so. An employee or group of employees in the

bargaining unit may be represented only by the exclusive representative in filing a grievance under this negotiated procedure. However, at no time during the stated process shall the Association be excluded or impeded in its right to official recognition under Public Law 95-454. If the individual chooses to waive the right to representation, the individual must do so in writing.

Section 6.4 - Procedures:

The Employer and the Association expect employees and supervisors to make a sincere effort to reconcile their differences. When such efforts fail, however, the following procedures are established for the settlement of grievances:

a. Step 1 (Informal): The grievance shall be discussed first by the aggrieved employee(s) with the immediate supervisor of the employee(s) involved. The employee(s) has (have) the right to representation, if desired. The supervisor will give an answer as soon as possible or within three (3) scheduled workdays. If a satisfactory settlement to the employee(s) is not reached at the above step, the grievance may be discussed within the next three (3) scheduled workdays by the aggrieved employee(s), a representative, if desired, and the next higher supervisor in line or the designated representative. The supervisor will give an answer as soon as possible or within the next three (3) scheduled workdays. This step will be repeated until the grievance is resolved or until it reaches the level of the Activity Head as appropriate.

b. Step 2 (Formal): If a satisfactory settlement to the employee(s) is not reached at the above step, the grievance will be submitted, in writing, within the next five (5) scheduled workdays to the Activity Head or his/her designated representative. The nature of the grievance, a summary of the efforts made to resolve the grievance informally, the corrective action sought, and other pertinent information will be noted in submitting the grievance in writing. The Activity Head or designated representative will within five (5) scheduled workdays after receiving the grievance, hold a meeting with the aggrieved and representative, if any. A decision will be made within five (5) scheduled workdays after the meeting.

c. Step 3 (Formal): If the employees are not satisfied with the decision of the Activity Head or designated representative, they may within ten (10) workdays after receipt of such decision submit the grievance directly to the Adjutant General for a decision. A decision will be rendered within ten (10) workdays.

d. Step 4: If the aggrieved employee(s) is not satisfied with the decision of the Adjutant General, a request may be submitted to the Association, in writing, that the grievance be submitted to arbitration. If the Association decides to submit the grievance to arbitration, the Association shall submit a written notice of intent to proceed to arbitration to the Adjutant General within ten (10) workdays from the receipt of the Adjutant General's decision. If the Association does not notify the Adjutant General in writing of the intent to proceed to arbitration within ten (10) workdays from the receipt of the Adjutant General's decision, that decision will become final.

Section 6.5 - Time Limitations:

a. Grievances which are not taken up with an employee's immediate supervisor within fifteen (15) workdays after the occurrence of the matter out of which the grievance arose or within fifteen (15) workdays of the date the employee could have been reasonably aware of the occurrence of the matter out of which the grievance arose shall not be presented or considered at a later date. If the employee does not initiate action to carry the grievance to each succeeding step within the time periods specified, the previous decision rendered will become final and shall not be appealable. If management fails to answer the grievance at any step within the specified time limits, the Association/grievant will be free to advance to the next step of the procedure.

b. By mutual agreement an extension of the time limitations noted in these procedures may be extended by the parties. The agreement to extend time limitations will be reduced to writing spelling out the specific extension period agreed to and will be signed by both the aggrieved and the supervisor/management official involved.

Section 6.6 - Multiple Grievances:

If two or more employees initiate identical grievances (where the basis for the grievance and corrective action being sought are essentially identical), the Association, if it has been designated a representative, will call the employees together and have them select one of the grievances for processing. The decision made on the grievance selected for processing will be equally applicable to all of the other identical grievances.

Section 6.7 - Official Time:

Official time will be granted to an aggrieved employee and the Association representative(s) to investigate, prepare, and present a grievance through this procedure; however, no compensatory time will be earned by any such employee or Association representative(s) to accomplish these functions. Employee or Association representative(s) desiring official time for either of the foregoing purposes shall inform the immediate supervisor, if available, or the next higher level supervisor who is available of the reason they desire to be absent from the job site, the anticipated duration of the absence, and must obtain the supervisor's permission before absenting themselves from the work site. The employees and the Association may utilize Employer facilities and equipment in its grievance process.

Section 6.8 - Employer Grievances:

Employer grievances will be filed in writing with the Chapter President of the Association. The grievance shall specify the basis for the grievance and the corrective relief sought. The President shall issue a written decision within 15 workdays of receipt of the grievance. Time limits specified in Section 6.5 of this Article will apply.

Section 6.9 - Association Grievances:

Association grievances will be filed in writing pursuant to Section 6.4, Step 2 of this Article, to the appropriate management official by an elected officer of the Association. The grievance shall specify the basis for the grievance and the corrective relief sought. Time limits specified in Section 6.5 of this Article will apply.

Section 6.10 - Grievance File:

A grievance file will be established whenever an employee presents a formal grievance. This file will be maintained in the Human Resources Office (HRO) in the Adjutant General's Department and contain as a minimum the following:

- a. The original written complaint.
- b. Documentary evidence considered in resolving the grievance.
- c. The written decision.

Section 6.11 - Intent:

The Employer and the Association agree that all employees in the bargaining unit will be treated fairly and equitably. An attempt will be made by the Association and Management officials to address grievances informally and promptly in the interest of good Employee-Management relations and the mission of the organization.

Section 6.12 - Miscellaneous:

- a. Grievances not resolved through the provisions of this Article may be referred to arbitration by either the Association or Employer.
- b. Grievability/arbitrability issues if unresolved will be handled as threshold issues at arbitration.

Section 6.13 - Appeals:

Actions taken pursuant to 32 US Code, 709(e) (i.e., reduction in force, removal, suspension, furlough without pay, or reduction in rank or compensation) may be appealed through the Agency appeals procedure. The Adjutant General will render a final decision. The decision is not subject to further administrative review

ARTICLE VII - Mediation

Section 7.1 - Policy:

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

Section 7.2 - Procedures:

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

ARTICLE VIII - Arbitration

Section 8.1 - Invocation of Arbitration:

When a matter pursued through the **ARTICLE VI, Negotiated Grievance Procedure**, is not satisfactorily resolved, the grievance may be referred to arbitration upon written request of the Employer or the Association. The request to invoke arbitration must be submitted within thirty (30) workdays of receipt of the decision completing the negotiated grievance procedure. Only the parties to this Agreement may invoke arbitration.

Section 8.2 - Arbitrator Selection:

The party seeking arbitration will request the Federal Mediation and Conciliation Service to provide a list of seven (7) arbitrators. Representatives of the parties will meet within seven (7) workdays of receipt of the list of arbitrators to select one to hear the grievance. One party will strike a name from the list and the other party will strike a name. This process will be repeated until there is but one name left who is the person that shall be requested to arbitrate the matter. The party seeking arbitration will strike first.

Section 8.3 - Transcript Fee:

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

Section 8.4 - Arbitrator's Costs:

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

Section 8.5 - Arbitration Hearings:

Arbitration hearings shall be held on the Employer's premises during the regular scheduled work week. Employees in a duty status that have a relevant role in the proceedings shall be excused from duty for the time necessary to participate in the hearing without loss of pay. However, in no event will an employee be compensated for overtime by reason of this participation in the hearing.

Section 8.6 - Arbitrator's Decision:

The arbitrator will be requested by the parties to render a decision as quickly as possible after the conclusion of the hearing and if at all possible, to do so within thirty (30) calendar days. The Arbitrator cannot amend, supplement, or add to the provisions of this agreement. Certification of compliance with the decision of the arbitrator to include corrective action taken, where appropriate, shall be provided to the other party as soon as practicable.

Section 8.7 - Filing of Exception:

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

ARTICLE IX - Unfair Labor Practices

The employer and the Association agree to follow the provisions of PL 95-454 as it relates to unfair labor practices. Access to PL 95-454, Chapter 71 will be provided on the West Virginia HRO website.

ARTICLE X - Non Disciplinary, Disciplinary, and Adverse Actions

Section 10.1 - General:

a. This article applies to matters of conduct only. Actions that relate to job performance will be accomplished in accordance with the agency performance appraisal system and this agreement. By mutual agreement between the Employer and the Association, discipline and adverse actions will be based on just cause and be consistently and equitably applied to promote the efficiency of the federal service.

b. It is acknowledged that in some cases disciplinary actions are necessary. Disciplinary action will be administered for the sole purpose of correcting offending technicians, problem situations, and maintaining discipline and morale among other technicians. Disciplinary action will be administered in accordance with applicable rule, law and regulations.

c. Timely disciplinary action is desirable in order to maintain proper constructive direction of workplace discipline. When an offense is identified disciplinary action should be initiated within five (5) scheduled workdays. If additional time is required the supervisor will document the reason for delay and maintain a record for justification of any subsequent action.

d. Political activities in the National Guard are subject to the restrictions/limitations outlined in the Hatch Act and applicable laws, rules, and regulations.

Section 10.2 - Corrective Actions (Non Disciplinary, Disciplinary or Adverse Action):

a. Non disciplinary corrective actions should be taken when the supervisor determines that corrective actions can be accomplished through closer supervision, training, or counseling. The supervisor may warn a technician of undesirable conduct. Counseling sessions with the technician by the supervisor are not disciplinary actions. The technician is advised as to the specific infraction or breach of conduct and exactly when it occurred.

1. Counseling sessions may be recorded and retained up to three (3) months.

2. Confidentiality of the records will be maintained at the lowest level of supervision and access will be limited to management and/or technicians concerned and individuals to whom the technician has given written permission.

b. Disciplinary corrective actions consist of oral admonishments and written reprimands. Before disciplining a technician the supervisor will gather all available facts, discuss them with the technician, and inform the technician of the reason for the investigation. After considering the technician's response the supervisor will then advise the technician if the discussion resolved the matter. If an oral admonishment or letter of reprimand is decided upon, the following procedure will apply.

1. Oral admonishment:

- (a) Oral admonishment is a disciplinary action that notifies a technician to desist from a certain course of action. The supervisor will describe the offense in sufficient detail to enable the technician to understand why the admonishment is necessary. The technician may have a labor organization representative, if so desired. The supervisor will advise the technician of this right prior to the questioning and presentation of the admonishment. If the individual elects to waive representation he/she must do so in writing.

- (b) If a written record of oral admonishment is annotated, the technician has the right to request the supervisor to review the annotation within ninety (90) days. If annotation has been removed by this time, it will be considered a resolved issue.

2. Written reprimand:

(a) A written reprimand will normally be issued by the appropriate supervisor and coordinated with HRO for contract and regulatory compliance.

(b) The technician may have a labor organization representative present, if so desired. The supervisor will advise the technician of this right prior to the questioning and presentation of the letter of reprimand. If the individual elects to waive representation, the technician must do so in writing.

(c) The reprimand will describe the offense in sufficient detail to enable the technician to understand why the reprimand is necessary.

(d) The written reprimand will contain a statement informing the technician that the letter will be filed as a temporary document in the Official Personnel Folder (OPF) until a specific date. Retention period will not exceed twelve (12) months.

3. An appeal of an oral admonishment or a letter of reprimand may be made through the negotiated grievance procedure. A successful appeal will cause the action to be withdrawn and any record of the action deleted.

4. Confidentiality of the records will be maintained at the lowest level of supervision and access will be limited to management and/or technicians concerned and individuals to whom the technician has given written permission.

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

c. Adverse action is an administrative action that results in removal, suspension, or reduction in grade or compensation of any technician. These actions will be accomplished in accordance with rule, law or regulation.

1. There must be a reason for taking adverse action and that reason is commonly referred to as a "cause" and is defined as "an offense against the employer - employee relationship". What constitutes a "cause" is a decision that must be made on the merits of each situation.

2. Having a "cause" may not be sufficient to warrant adverse action. Management must also conclude that taking an adverse action will promote the efficiency of the service. This is done by establishing a relationship between the "cause" and its impact or effect upon the efficiency of the service (i.e., the technician's ability to perform his/her duties and the agency's ability to fulfill its mission, etc...).

3. Management must support its reasons for the adverse action by a preponderance of the evidence. This means that considering the record as a whole, the evidence is more convincing to the tier of facts (i.e. deciding official, NGB administrative hearing examiner, or State Adjutant General) than the opposing evidence.

4. Adverse actions will not be initiated by any supervisor without consulting with the Reviewing Official, appropriate activity head, and obtaining approval of the HRO before issuing proposed adverse action and original decisions.

(a) Technicians will be given at least a fifteen (15) scheduled work days notice of proposed adverse action, signed by the individual proposing the action. The technician or the representative will be given the opportunity to reply to the charges, in writing and/or in person, to the reviewing official.

(b) The technician will be given a Notice of Original Decision, signed by the Reviewing Official, that will state the specific action being taken. Upon receipt of the decision the technician has fifteen (15) scheduled work days to file for an appellant review by the Adjutant General or an Administrative Hearing conducted by a National Guard hearing examiner, but not both.

5. Requests for extension of times should be in writing and include justification for the additional time.

6. Adverse actions must be supported by specific documented evidence and delivered along with the original complaint or charge. All evidence will be subject to rules of evidence as stated in applicable rule, law and regulation.

Section 10.3 - Representation:

a. Prior to discussions that may lead to disciplinary or adverse actions, the supervisor will notify the technician of the right to Association representation. If the employee requests representation, no further questioning will take place until the representative is present. The designated Association/Chapter Official will be notified in writing by the supervisor that a bargaining employee has waived the right of representation. The supervisor will retain the waiver along with the adverse action documentation.

b. An investigative interview will, if representation is requested, be delayed for a reasonable amount of time until the employee(s) representative can be present. The Association must be provided an opportunity to be represented at these discussions pursuant to 7114(a)(2)(B) Public Law 95-454, Union's Right to Recognition.

c. A supervisor who is conducting an investigative interview will notify the technician that the interview may lead to disciplinary action and that the employee has the right to remain

silent and may refuse to give a written statement until a representative is present or representation has been declined.

d. When disciplinary or adverse actions are considered, management and the Association agree that the rights and privacy of the individual will be observed at all times.

Section 10.4 - Records:

a. In any disciplinary or adverse action, an employee will, upon written request, be furnished a copy of all written documents in the employers file which contain evidence used by the employer to support disciplinary action consistent with the Freedom of Information Act (FOIA).

b. No written entry will be made in an employee's files concerning disciplinary matters without the knowledge of the employee. The employee may initial the entry if he/she so desires. The employee's initials acknowledge that the employee knows that an entry was made but in no way may initialing the entry be considered as an agreement with the entry or an admission of guilt.

ARTICLE XI - Equal Employment Opportunity Program

Section 11.1 - Policy:

The West Virginia National Guard Technician Equal Employment Opportunity Program follows the requirements of national policy and federal law. It assures equal employment opportunity in every aspect of personnel policy and practice in employment, development, promotion, and treatment of National Guard Technicians. The Employer and the Association agree to cooperate to the fullest in providing equal employment opportunity for all qualified applicants and technicians and to prohibit discrimination because of race, color, religion, sex, age, disability, or national origin. The Employer will consult, confer, or negotiate, as appropriate, on matters concerning personnel policies, practices, and matters affecting working conditions of technicians. Both parties agree to promote and support all programs for equal employment opportunity through a positive and continuing effort.

Section 11.2 - EEO Complaint Procedures:

a. A technician who is a victim of alleged discrimination due to race, color, religion, sex, age, disability, or national origin may file a complaint as outlined in the complaint process in Article VI of this agreement within fifteen (15) work days of the occurrence or file an EEO complaint through the statutory procedures by contacting a designated EEO counselor for that specific area within forty-five (45) calendar days of the occurrence.

b. Complaints alleging sexual harassment.

1. The Employer and the Association agree that sexual harassment in the workplace will not be condoned. Reported cases of sexual harassment will receive prompt and

positive action to include necessary and appropriate action against those technicians found to be guilty of a sexual harassment offense.

2. Any bargaining unit technician who feels they have been the victim of sexual harassment may file a grievance through the grievance procedures outlined in Article VI of this agreement within fifteen (15) work days of the occurrence or through the statutory procedure by contacting an EEO counselor within forty-five (45) days of the occurrence.

3. The Employer, upon receiving a complaint alleging sexual harassment toward a technician, will evaluate the complaint and take necessary and appropriate action as the circumstances may warrant.

Section 11.3 - Technician Employment Statistics:

The Employer agrees to provide to the Association, upon request, a copy of the EEOC Management Directive 715 as provided to the National Guard Bureau-Equal Opportunity.

ARTICLE XII - Employee Assistance Program

Public Law provides for the appropriate prevention, treatment, and rehabilitation programs and services for substance abuse among Federal employees. The WVNG has implemented the Employee Assistance Program (EAP) to help its employees help themselves and reduce the losses attributed to substance abuse and other employee problems which interfere with work performance. If it becomes necessary for the employee to utilize this program to achieve its intended goal, technicians may be referred to the EAP by their supervisor or they may volunteer. Participation in the program is voluntary. Initiation of the EAP will be in accordance with applicable rule, law or regulation.

Article XIII - Health and Safety

Section 13.1 - Responsibilities:

It is Management's responsibility to establish and maintain an effective and comprehensive occupational safety and health program which is consistent with the Occupational Safety and Health Act of 1970 and other governing regulations. The agency shall welcome at any time suggestions for practical and economically feasible ways of improving safety conditions and shall:

a. It is agreed that Management officials will show consideration to employees in respect to job assignments during periods of inclement weather in which intolerable conditions exist, subject to the urgency of the work involved, in accordance with appropriate regulations.

b. Provide a place of employment which is free from recognized hazards that are causing, or are likely to cause, death, diminished health, functional capacity, or life expectancy to its employees.

c. Provide secure storage area in the proximity of the work place adequate for individual safety equipment.

d. In order to provide essential specialized expertise, agency heads shall authorize safety and health personnel to utilize such expertise from whatever source available.

e. Develop and implement new technology, confined space, safety and health, hazard communication, medical surveillance, decontamination, material handling, new employee training, current employee training, and emergency response programs.

Section 13.2 - Employee Responsibilities:

Each employee shall comply with the standards, rules, and regulations issued by the agency and shall use safety equipment, personal protective equipment, and/or other devices and procedures provided or directed by the agency and necessary for their protection. Employees are encouraged to submit safety suggestions or report unsafe and unhealthful conditions to appropriate officials. The Association will support Management's safety policies and programs.

Section 13.3 - Training of Employees and Representatives:

It is acknowledged that certain tasks performed involve a degree of hazard. Per management's policy, employees will not be required to perform duties of a hazardous nature until after the necessary briefs, instructions, training, or schooling have been completed and appropriate safety precautions and devices have been incorporated.

a. The agency shall provide appropriate safety and health training for employees consistent with the nature of the work performed and any specialized training necessary to maintain a safe and healthy work environment in accordance with CFR 1910 (Medical Services and First Aid) and CFR 1926 (Safety Training and Education).

b. Representatives designated by the Association will be authorized to participate in Occupational and Health Activities. Requests for specialized training of designated representatives will be considered as being in the best interest of the efficient performance and mission requirements and will be considered on a case by case basis as resources permit.

c. All training will be conducted by certified specialists and will be properly documented.

Section 13.4 - Personal Protective Equipment:

The Employer will, in a timely manner, provide, require the use of, maintain in a sanitary and reliable condition, approved personal protective equipment and other devices necessary to protect employees from injury or impairment of any part of the body through absorption, inhalation, or physical contact of hazards. If this equipment is not included in the basic issue items or is separate from military issued materials, the equipment will be purchased and

exchanged through the local technician supply system at no cost to the employee. This equipment will include but is not limited to the following:

a. Safety eye glasses will be provided to include prescription lens to technicians who are required to wear glasses. To initiate the requisition procedure, the employee will furnish his/her first line supervisor with a current prescription and new prescriptions, on DD FORM 771 provided by the technician supply, as his/her vision changes. The supervisor, upon receipt of the form, will maintain a copy along with the date of the eye exam, and dates of all subsequent actions until receipt of the safety glasses. All issued safety glasses broken on the job will be replaced at no cost to the technician. The employee may select either plain or tinted lenses, glass, poly, or scratch resistant. The selection of frames, styles, sizes, and fashions must be of sufficient quantity so each employee can be fitted as comfortably as can be expected. Normally safety glasses will be provided within fifty (50) days; otherwise, the first line supervisor will provide the employee an explanation of the current status and reason for delay.

1. Technicians are authorized to procure their own prescription safety glasses through private sources and be reimbursed up to the maximum paid under the current GSA contract.

2. Procurement must be initiated in advance using established local purchase procedures.

b. Quality steel or fiber glass toed safety boots that will provide protection from joint disease, leg or back pain, and varicosities due to prolonged exposure to concrete floors will be issued through the technician supply system or in accordance with the current negotiated Memorandum Of Understanding (MOU), Subject: Authorization for Purchase of Safety Footwear (Reference available on the WV HRO website).

c. Extreme temperature and foul weather gear.

d. Appropriate and approved respirators shall be provided for use when required. The Employer shall be responsible for the establishment and maintenance of a respiratory protective program which will include routine cleaning, disinfection, inspection, employee training, and inclusion of this program in a safety program SOP.

e. First aid supplies will be furnished at each work area.

13.5 - Emergency Medical Assistance:

Management, whenever possible, will provide medical services to injured employees. When immediate response is not obtained, any available emergency medical assistance will be contacted immediately.

Section 13.6 - Limited Duty:

An employee who has been injured or temporarily incapacitated but deemed able by his/her physician to perform limited light duty may be assigned such duties when available until he/she has fully recovered from the injury or incapacitation. Employees serving in temporary limited duty status may apply for and will be considered for promotion, if otherwise eligible. (Reference the most current Technician/Active Guard Reserve Administrative Instruction concerning Limited Duty available on the WV HRO website).

Section 13.7 - Placement of Technicians with Disabilities:

The Employer will place qualified employees with disabilities to the extent practical and permitted by regulation.

Section 13.8 - Safety Factors

No fewer than two (2) employees shall be permitted to work in an isolated hazardous area, confined space, or area of electrical hazards. No employee will be permitted to work in (same areas) without a periodic check being made by another person. This may also include TDY assignments. When an employee is assigned duties that he believes to be hazardous or unsafe or he believes requires additional assistance, tools or equipment to perform safely, he will bring such facts to the immediate supervisor's attention. The supervisor shall promptly inspect the situation to determine whether the alleged condition or situation is unsafe. If the supervisor and the employee disagree as to whether an unsafe condition or situation exists the issue shall be elevated to the next higher level of supervision with the opportunity for an Association official to be present. A decision as to whether or not to continue with the task will then be made. The employee should file an appropriate service hazard report/grievance if he remains convinced that the work situation is unsafe.

Section 13.9 - Operating Equipment/Machinery:

Only management determined qualified personnel will be assigned to perform repair work or operate equipment/machinery.

Section 13.10 - Fire Extinguisher:

The Employer agrees to supply and maintain an adequate number of fire extinguishers where required and ensure that employees required to operate extinguishers receive appropriate training.

Section 13.11 - Eye Wash and Emergency Shower Stations:

Where the eyes or body of any person may be exposed to injurious or corrosive material, OSHA approved fixed equipment, as appropriate, for quick drenching or flushing of the eyes and body shall be provided within the immediate work area.

Section 13.12 - Consultation on Safety Standards:

Management will consult with the Association prior to adoption of safety standards not otherwise governed by applicable rules or regulations. The decision for adoption of a safety standard remains with Management.

Section 13.13 - Access to Safety Records:

The Employer agrees to automatically forward all applicable existing safety reports/records available to the appropriate Association President and provide information concerning safety inspections or survey results to any employee upon request.

Section 13.14 - Safety Committee:

Safety committees within the West Virginia National Guard will be established in accordance with applicable regulations and directives. Appropriate Association representation is assured on these committees. The Association will be notified of the committee agenda items that deal with employee oriented OSHA matters or Association submitted hazard reports.

Section 13.15 - Conduct of Safety and Health Inspections:

Management agrees to notify the appropriate Association President of a pending scheduled inspection/survey. A copy of any Notice of Unsafe or Unhealthful Working Conditions and or inspection report will be sent to the Association at the same time of notification to the work place.

Section 13.16 - Workers Compensation:

Employees shall immediately report job related injuries or illness to their supervisor. The supervisor, with the employee, shall insure proper procedures are followed and that all necessary documents are completed. When the employee is incapacitated and unable to notify the supervisor of injury or illness, it shall be Management's responsibility to initiate required procedures as soon as they are aware an incident has occurred. Local processing of worker's compensation claims will be coordinated with the HRO. In all situations involving federal worker's compensation, the HRO is available to assist the employee and, if necessary, ensure all required procedures are accomplished. In the event of a worker's compensation claim, Management will advise the employee as to his/her entitlement and obligations under the Federal Employee's Compensation Act.

Section 13.17 - Hazardous Material Communication Training:

a. Hazardous material information and training will be made available in accordance with applicable regulations and public law.

b. As required by law, rule, regulation and changes thereto, the Employer will ensure all personnel will receive the training required by the directives and standards detailing the hazards

associated with chemicals used in their respective workplace. Employees who handle, use, or are potentially exposed to hazardous materials in the course of official duties will receive training on the specific hazards in their work area. This training will be conducted and documented upon initial work area assignment and whenever a new hazard is identified or introduced into a work area. This initial training will occur before employees are exposed to hazardous material.

c. At least quarterly, management will review chemical hazards common to the workplace and present the known and predicted health hazards associated with that chemical, protective measures and symptoms of over exposure, to the employees.

d. All training will be documented in the employee's appropriate permanent records.

e. Material Safety Data Sheets (MSDS) will be available to all supervisors, employees exposed to any chemical hazard, and the employee representative. The MSDSs will be on file in a known location and accessible to all of the above individuals.

f. In the event an employee is involved in an accident involving a hazardous chemical the appropriate MSDS will accompany the employee or otherwise immediately be delivered to the medical facility.

Section 13.18 - Extreme Cold:

The Employer and the Association mutually recognize the hazards of working in extremely cold temperatures, while at the same time, acknowledge the necessity for accomplishing certain tasks to varying extent even in the most extreme temperatures. It is acknowledged that it is the responsibility of each employee to insure the adequacy of cold weather gear worn and to make full and proper use of all such protective equipment prior to venturing out into extreme temperatures.

a. Management acknowledges that there are certain cold factors beyond which employees are incapable of performing sustained work. Therefore, management policy is to follow the chill factor table below which indicates the duration of outside work that may be performed without rotation to inside work for a fifteen (15) minute warm-up.

Chill Factor Temperature (F)	Time Limit for Exposure Hours/Minutes
-20 and under	0:10
-15	0:15
-10	0:20
-05	0:35
0	0:45
+10	1:00

b. It is realized that tolerance between individuals differ and that the type of outside work being accomplished affects the body heat generated by a worker, therefore, common sense must be applied along with the above indicated maximum exposure time.

c. Management's policy is that all unnecessary outside activities will cease at -20 F chill factor. This will not include emergency related mission requirements or aircraft cross country arrivals or departures.

d. The official temperature and wind velocity will be obtained, if available, from the local airport tower or the national weather service.

Section 13.19 - Extreme Heat:

The hazards of working in extreme heat are also recognized by the Employer and the Association. It is acknowledged that it is the responsibility of the Employer to ensure that adequate supplies of potable water are available for drinking and appropriate hot weather protective equipment (i.e., bush hats, protective sun screen, and gloves) are issued to the technicians requiring this equipment. It is the responsibility of the technician to ensure adequate protective measures are followed.

Section 13.20 - Hazard Reporting:

a.. A hazard may be reported by any person and may be submitted on any event or condition that affects safety.

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

1. Operation and maintenance of aircraft/ground equipment.
2. Operation and maintenance of facilities.
3. Training and education programs.
4. Work environment.

c. Hazards should be reported to responsible supervisors so action can be taken. Oral reports for imminent danger situations are mandatory, in such situations, the Safety Office will be immediately notified. If the hazard is eliminated on the spot, no further action is required. If the hazard is not or cannot be corrected within the work center, a Hazard Report will be prepared and given to the Safety Officer. Hazard reports may be submitted anonymously to the Safety Office.

d. If after review and processing of the report by the Safety Office the originator is not satisfied, the employee may appeal or file a grievance.

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

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

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

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

ARTICLE XIV - Appropriate Work Uniforms

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

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

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

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

Section 15.1 - Policy:

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

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

Section 15.2 - Coverage:

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

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

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

Section 15.3 - Establishment of Environmental Differentials and Authorization:

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

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

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

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

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

Section 15.4 - Payment of Environmental Differential:

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

Section 15.5 - EDP/HDP Committee:

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

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

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

Section 15.6 - Appeals of EDP/HDP Decisions:

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

ARTICLE XVI - Position Description and Classification

Section 16.1 - Scope of Employment:

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

Section 16.2 - Other Significant Facts:

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

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

Section 16.3 - Change in Position Description:

Changes in a Position Description will be made available to, and discussed with, the technician concerned and the Association. Supervisors will explain to technicians the basis of classifications of their positions and give each technician an opportunity to resolve questions as to adequacy and accuracy of duties and responsibilities in the technician's position. The technician will be notified in advance when an action is to be taken which will affect the technician's pay, status, or working conditions.

Section 16.4 - Appeals:

A technician has the right to appeal the classification of the officially assigned position. A technician desiring to file a classification appeal shall first discuss the matter with the technician's supervisor. The Association will be notified of the meeting and given the opportunity to be present unless the technician declines representation. The technician may present the classification appeal or may select a representative of the technician's own choosing to assist in preparing the written appeal. The Human Resources Office (HRO) shall advise and assist technicians on procedural aspects of filing classification appeals. The right to appeal classification without fear of restraint, prejudice, or reprisal is retained by all employees.

Section 16.5 - Review of Position Descriptions:

a. The Employer and the Association will encourage the technician to periodically review the Position Description for the position currently assigned and to report significant changes in responsibilities and duties to the immediate supervisor. Changes to an official Position Description may be initiated by the technician in coordination with the supervisor or by the supervisor. The proposed changes must be forwarded to the HRO for review and approval. The HRO will respond in writing to all requests for local changes to Position Descriptions. Situations which cannot be resolved at the local level will be forwarded to NGB for settlement. The Association will be involved in all levels of the process consistent with Federal statutes.

b. The Employer agrees to conduct impact and implementation (I&I) bargaining when there are changes in the organizational structure which affects the technician work force. Subject bargaining will provide the opportunity for the Association to review the procedures followed by the Agency and will also provide an opportunity to review the revised Position Descriptions.

c. OPM or NGB grading standards, as appropriate, will be provided to the Association upon request.

Section 16.6 - Position Classification:

a. The Association may make recommendations and present supporting evidence concerning the adequacy and equity of a standardized Position Description or position classification standard of positions held by the technicians in the bargaining unit. The Employer agrees to review the presentation and provide the Association the results of its review.

b. The Employer agrees to inform the Association when changes will be made in the duties and responsibilities of positions held by technicians in the bargaining unit. Changes in reorganization or position classification standards that result in classification changes will be provided in writing to the Association.

Article XVII - Performance Appraisal System

Section 17.1 - Introduction:

This article establishes procedures and provides information for the Technician Performance Appraisal System which shall be subject to the applicable rule, law or regulation and this agreement.

Section 17.2 - Policy:

- a. All technicians must be appraised on an annual basis based on the performance elements for their position through the use of objective performance standards.
- b. Annual performance appraisals may be used as a basis for developing, promoting, demoting, or retaining technicians, as well as assisting technicians in improving performance.
- c. The appraisal process requires feedback throughout the appraisal period.

Section 17.3 - Performance System Management:

- a. Performance management standards will encompass as a minimum Performance Standards, Periodic Progress Reviews, Counseling (feedback exchange), and Appraisals.
 1. Performance Standards: Plainly stated comments which describe the responsibilities and performance levels required according to the work position assigned.
 2. Periodic Progress Reviews: Appropriately documented Mid Term Counseling.
 3. Counseling: Dialog, written and/or verbal, between the rating supervisor and the employee being appraised which can be documented to provide appropriate future guidance.
 4. Appraisals: Formal documentation of the rating assigned to the employee.
- b. Appraisal time periods, schedules, will be established and documented.
 1. Time periods will be established in a manner consistent with fair and equitable opportunity for all employees to benefit and/or establish personal goals for advancement, etc.

2. Time periods or schedules will be established and monitored by the Employer and the Association and may be adjusted in the event of mutual agreement.

Section 17.4 - Appeals and Grievances:

Technicians not agreeing with their technician appraisal may elect to appeal or grieve, but not both, their performance evaluation within thirty (30) calendar days of receipt. Appeals will be processed through the supervisory chain. Grievances will be handled IAW **ARTICLE VI – Grievance Procedures**.

Section 17.5 - Performance Improvement Plan:

a. When an employee's performance is rated less than fully acceptable the employee will be advised in writing and placed on a formal Performance Improvement Plan (PIP) and assisted by counseling and increased supervisory guidance to improve areas which were less than fully acceptable.

b. Reassignment to a position for which the employee is qualified may be considered before initiating action to reduce in grade or remove an employee based on unacceptable performance.

ARTICLE XVIII - INCENTIVE AWARDS

Section 18.1 - General:

This article establishes procedures and provides information for the Incentive Awards Program. The Association and the Employer agree to conduct this program IAW applicable law, rule and regulation. The parties agree that the details outlining the purpose, scope, and administrative procedures relating to the Incentive Awards Program are published in TPR 451 and further defined, as pertains to members of the bargaining unit, in this article.

Section 18.2 - Program Scope:

The program recognizes and rewards technicians, individually or collectively, for achievements and suggestions contributing to the efficiency, economy, or other improvements of government operations that exceed normal job performance requirements, as well as those who perform outstanding special acts or services in the public interest in connection with official employment. The Incentive Awards Program addresses awards and recognition of employee actions or accomplishments. Award justification encompasses, but is not limited to, Sustained Superior Performance (SSP), Quality Salary Increases (QSI), Special Acts or Services (Special Achievement Awards), and Time Off Awards.

Section 18.3 - Incentive Awards Committee:

Incentive awards committees will be established for the WVARNG, 130AW, and 167AW by the Employer and will serve all technicians in the state. Each committee will have at

least one Association member. The HRO will review for compliance and the Adjutant General has final approval.

Section 18.4 - Program Promotion:

Maximum publicity of the Incentive Awards Program will be provided by supervisors and the HRO to include posters for bulletin boards and articles in the Human Resource Office quarterly newsletter.

Section 18.5 - Award Recommendation:

Individuals who have witnessed activity or other situation which is deemed to be sufficient and deserving of incentive award may submit, through supervisory channels, the name and position of the individual(s) who are deserving. No distinction will be made with regard to the employment level of the individual submitting the recommendation and all such recommendations will be acknowledged by the local awards committee in writing.

ARTICLE XXIX MERIT PLACEMENT AND PROMOTION

Section 19.1 - Purpose:

This article establishes procedures and provides information for the Merit Placement Program. Management and the Association agree to administer this program in accordance with applicable law, rule and regulation.

Section 19.2 - Objectives:

- a. This article refers generally to the filling of bargaining unit vacancies that the Employer elects to fill in the excepted and competitive services of the West Virginia National Guard and will be used for promotions and competitive reassignments.
- b. To give technicians an opportunity to receive fair and appropriate consideration for higher level jobs or work shift assignment.
- c. To provide an incentive for technicians to improve their performance and develop skills, increase knowledge, and improve abilities.

Section 19.3 - Definitions:

- a. Interviewing Official: Normally the first-line supervisor. The use of selection panels or several levels of supervision is authorized, if deemed appropriate.
- b. Reviewing Official: The Human Resource Officer is the Reviewing Official for all recommendations prior to approval by The Adjutant General.

c. Final Approving Authority: The Adjutant General is the final approving authority on all technician selections.

d. Entry Level Positions: Those positions that will normally be filled from outside the technician work force. They include:

1. ARNG - All positions at GS-05/WG-08 or below.
2. ANG - All positions at GS-05/WG-10 or below.
3. Officer only positions at GS-09/WS-10 or below.

Section 19.4 - Technician Responsibilities:

Technicians are responsible for familiarizing themselves with the provisions of this article and ensuring that applications are accurate and complete in relation to the present duties being accomplished and the position being applied for. The technician may notify his first line supervisor of intent to apply for an advertised position. Technicians are responsible for maintaining a copy of their own current application.

Section 19.5 - Management's Rights:

Recognizing that it is essential to the mission of the West Virginia National Guard that technician positions be filled with the best qualified individuals available, management retains the right to:

- a. Select or not select from among a group of certified individuals.
- b. Select candidates from any appropriate source most likely to best meet the mission objectives of the West Virginia National Guard.

Section 19.6 - Actions Exempt From Competition:

- a. Promotion due to issuance of new classification standard or the correction of a classification error.
- b. Placement of over graded technicians entitled to grade retention as a result of RIF, reclassification, or management directed change-to-lower grade.
- c. Promotion when competition was held earlier (i.e., position advertised with known promotion potential).
- d. Re-promotion to a grade or an intervening grade or position from which a technician was demoted without personal cause, and not at his or her request.

e. Promotion resulting from a technician's position being reclassified at a higher grade because of additional duties and responsibilities.

f. Management or voluntary reassignment of technicians to positions in the same grade and pay plan and having no higher promotion potential. Consideration will be given to the impact such action may have on the potential upward mobility for other technicians.

g. Position change to a position having no higher promotion potential.

h. Position change required by RIF regulations and this agreement.

i. Temporary promotion of one hundred twenty (120) days or less.

j. Detail to higher graded position or to a position with known promotion potential for one hundred twenty (120) days or less.

k. Selection of a former technician from the Re-employment Priority List for a position at the same or lower grade than the one last held.

l. Placement as a result of priority consideration when a candidate was not previously given proper consideration in a competitive action.

Section 19.7 - Vacancy Announcements:

A vacancy announcement will provide the minimum amount of information identified by management as necessary to provide a clear understanding of the position to be hired. Criteria may also be viewed in rule, law and regulation.

Section 19.8 - Vacancy Posting:

Vacancy announcements will normally be advertised for thirty (30) calendar days. Vacancy announcements will be posted conspicuously and secured from tampering and accessible to all members of the West Virginia National Guard. A copy of all vacancy announcements will be forwarded to the appropriate Association chapter president.

Section 19.9 - Area(s) Of Consideration:

a. The area of consideration for each specific position vacancy announcement will be that deemed most appropriate.

b. The following is a list of established areas of consideration:

1. Area One: Current on-board full-time support personnel in the WVNG and may be limited to specific activities within the state on a case by case basis as long as there is a pool of qualified applicants at that location, as determined by the HRO. (This does not include temporary technicians.)

2. Area Two: All members of the West Virginia National Guard.

3. Area Three: All members of the National Guard nationwide and others when eligible for membership in the WVNG.

c. First-round consideration will be from Area One personnel on technician vacancies. The list of Area One qualified applicants will be referred to the interviewing official before Area Two or Area Three personnel. Technicians will be interviewed and recommendation made from Area One.

d. Second-Round consideration may be given to Area Two personnel if a recommendation is not made after full consideration of Area One personnel and Third-Round consideration for Area Three personnel if a recommendation is not made after full consideration of Area Two.

e. The final recommendation for selection may be made from Area One, Area Two, or Area Three personnel. If selection is made from an area of consideration previously bypassed for recommendation a written statement will be added to the selection documentation noting this fact. The Adjutant General will approve the recommendation before notification to any applicants.

Section 19.10 - Application Procedures:

The application is the basic document by which the individual's qualification for the position determined. It must, therefore, reflect the applicant's current and past employment data as well as military duty assignments, qualifications, and training. Complete and accurate data is essential to insure proper evaluation of applicants. In fairness to all applicants, only information contained in the application will be used. Only applications that are in the possession of the HRO on or before the closing date will be considered.

Section 19.11 - Establishment of KSA Factors:

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

Section 19.12 - Certification:

The HRO will review all applications to determine basic eligibility. A Subject-Matter Specialist may be used if desired. The HRO will certify "Officer Only" and "Managerial/Supervisory" positions. If there are more than five applications for a non-supervisory position vacancy, the HRO will convene a certification panel.

Section 19.13 - Certification Panel:

A certification panel shall be established for the purpose of certifying candidates for the position to be filled. The HRO is authorized to establish the panel and detail the panel's procedures. This includes the number of members to be on the panel, designation of panel chairperson, selection of management panel members, and the date, time, and place where the panel will meet.

Section 19.14 - Certification and Referral of Candidates:

Following the certification of candidates, the HRO will refer the candidates to the selecting official. Candidates will be listed in alphabetical order. Applications and supporting documents submitted by candidates will also be forwarded to the interviewing official. This process will continue until all qualified applicants from each area of consideration have been referred or selection has been achieved.

Section 19.15 - Notification To Individuals Not Certified:

Individuals not meeting the minimum qualifications for the position as determined by the certification panel, or those applicants determined to be not "best qualified" under the provisions of the Merit Placement Plan, will be notified at the same time as the certification to the selecting official. The notification will include a statement as to what basic qualifications were lacking or that the applicant was determined not the "best qualified". Applications will be maintained in the vacancy announcement file for a period of two (2) years and then destroyed.

Section 19.16 - Appeal Rights:

Individuals may appeal non-certification by immediate notification to the Human Resource Office. The Human Resource Office will furnish guidelines as to requirements for filing a formal appeal. This appeal must be filed in writing no later than five (5) working days from receipt of notification of non-certification. The appeal should be specific as to which areas are to be reconsidered.

Section 19.17 - Interview Guidelines:

Each applicant must be interviewed. A personal interview is desirable. A telephone interview may be used if requested by or agreed to by the applicant. In the event an applicant cannot be located, a certified letter with a return receipt requested will be forwarded to the address on the application with instructions to contact the selecting supervisor within three (3) days. Failure to respond will be considered as withdrawal of the application. The letter and return receipt will be attached to the application and returned to the HRO with the selection endorsement. All applicants must be interviewed by the same interviewing official or selection panel.

Section 19.18 - Placement/Promotion Records:

a. Sufficient records required to allow reconstruction of the placement action will be maintained for a minimum of two (2) years. If a grievance is pending, records will be maintained until resolution of said grievance or the two (2) years whichever is longer.

b. Information relating to individual placement action or to the candidate will not be discussed with or shown to unauthorized individuals. Supervisors and personnel specialists participating in merit placement actions will not disclose the details of their work to unauthorized persons.

Section 19.19 - Grievances:

A technician who believes that proper procedures were not followed in a placement action for which that technician was an applicant may file a grievance. A grievance will not be considered when it is based solely on non selection. The employer, upon request, shall provide the chapter president the opportunity to review the promotional material utilized in a placement action.

ARTICLE XX - REDUCTION IN FORCE

Section 20.1 - General:

a. A reduction in force (RIF) occurs when a technician is released from a competitive level by separation, change to lower grade, furlough for more than thirty (30) days, or reassignment which involves displacement of another technician. Such action may be due to a lack of work or funds, reorganization, transfer of functions, or the need to place a technician exercising restoration rights.

b. The following actions do not constitute a RIF:

1. Separation of technicians who fail to accompany a transfer of function.
2. Management reassignment of a technician to a vacancy at the same grade or representative rate.
3. Termination of temporary technician.
4. Downgrades as a result of reclassification.
5. Termination of temporary promotions.
6. Elimination of technicians through disciplinary/adverse action procedures.
7. Furlough of 30 days or less.

Section 20.2 - Policy:

- a. A RIF will be accomplished IAW the applicable rule, law or regulation.
- b. The Employer will designate the specific area for RIF after consultation with the Association.
- c. The Employer agrees to consider all reasonable actions to avoid or minimize the impact of a RIF. The Employer will pursue the authorization for early retirement and other voluntary separation issues. Consideration will be given to curtailing recruitment or promotion in the geographical or specialty area affected by the RIF. Existing vacancies will be made, within budgetary restraints, to retain technicians affected by a RIF to prevent separation.

Section 20.3 – The Employer Will:

- a. Notify the Association of an impending RIF action within fourteen (14) workdays of receipt of NGB's notice and provide a detailed explanation of the procedures which will be used for implementation of the RIF. The Employer further agrees to meet with the Association to discuss the need for RIF and upon request provide documents received relative to the RIF.
- b. Allow the Association not more than fourteen (14) workdays to review the implementation procedures. The implementation of RIF is subject to I & I bargaining.
- c. Provide briefings, as appropriate, to keep the technician work force informed.
- d. Assure that applicable regulations are available for review by the Employer, the Association, and technicians concerned.
- e. Review criteria to determine the need for a major RIF and provide applicable counseling.
- f. Develop an aggressive placement program for adversely affected technicians.
- g. Provide a separate written notice to each affected technician to be Reduced In Force at least sixty (60) calendar days prior to the effective date.

Section 20.4 - Competitive Area:

A competitive area large enough to permit competition will be designated by the Employer and will be described geographically, organizationally, or a combination of both.

Section 20.5 - Competitive Level:

- a. A competitive level consists of all positions within a competitive area which are in the same grade and are so similar in qualification requirements, duties, and responsibilities that the incumbent can be moved from one position to another without undue interruption to the work

program. The establishment of competitive levels is the responsibility of the HRO. As a minimum, the following separate levels will be established:

1. Part time and full time positions
2. Excepted and competitive positions
3. Supervisory and non-supervisory positions

b. Separate competitive levels are required within the same series and grade and within the same trade or occupation when differences exist. Items for consideration are recruitment, training, or area of assignment.

c. A competitive level may consist of one position when that position is not interchangeable with or similar to other positions.

Section 20.6 - Retention Register:

a. The Employer will establish a retention register before releasing technicians from their competitive level. The register will show competing technicians in descending order starting with the highest score first. The retention register documents any action being taken and is maintained for every RIF action even when the released technician occupies the only position in the competitive level.

b. When a register is established, it will list all competing technicians in descending order by tenure groups I, II, and III. The technician's correct tenure group is shown in Item 7, SF 50. Tenure groups are the categories in which technicians are grouped based on length of employment and completion of probationary/trial periods.

1. Tenure Group I: Permanent, competitive service technicians with career status, who have successfully completed their probationary period, and permanent, excepted service technicians who have successfully completed a trial period.

2. Tenure Group II: Permanent technicians who are serving a trial or probationary period. This category includes competitive service technicians with career-conditional status and excepted service technicians who have not completed their trial period. Competitive service technicians under career appointments who must serve a probationary period are also in tenure II.

3. Tenure Group III: Technicians who serve under indefinite appointments in the excepted service.

c. Retention standing within each tenure group is established by using the following criteria:

1. Technicians will be given two (2) points for each outstanding rating received during the previous three years
2. Each complete year of creditable service will be given one (1) point for each year. Creditable service is based upon service computation date.
3. If a tie exists, the West Virginia National Guard Technician service date will be used as a tie-breaker.

Section 20.7 - Reduction In Force Notices:

a. General Notice. When it cannot be determined what specific personnel action will take place during a RIF, general notice may be issued. A general notice must be supplemented by a specific notice before a technician can be released from the competitive level. The general notice will be as far in advance as possible but no less than ninety (90) days.

b. Specific Notice. Before releasing a technician from the competitive level, a specific notice must be given to the technician clearly stating what action will be taken and the effective date of such action. The technician must receive the notice at least sixty (60) calendar days before the date of release. A Saturday, Sunday, or legal holiday may not be counted as the last day of the period. Likewise, specific notices may not be issued or made effective during the period 15 December through 3 January.

c. Specific Notice Information. The following information, as applicable, is to be included when preparing a specific notice of reduction in force.

1. Reason for the reduction.
2. Specific action to take place (e.g., separation, furlough offer of change to lower grade, etc.).
3. Title, grade, and salary of current position.
4. Competitive area and competitive level designated.
5. Service computation date, technician service date, and retention rating.
6. The position title, grade, salary, and location of any position offer or the reason why no offer can be made. Also, include the military grade requirements.
7. Reasons for any exceptions to retention order.
8. Effective date of proposed RIF (other than 15 December thru 3 January).
9. Where the technician may review retention registers and RIF regulations and the HRO personnel specialist to contact for information.

10. Appeal rights, how to file them and any time limits imposed.
11. A clear explanation of the technicians grade and/or pay retention entitlement.
12. Severance pay eligibility.
13. Placement information and eligibility for reemployment priority list.
14. Discontinued service retirement eligibility.
15. A request for the technician to acknowledge receipt of the notice and to accept or decline any offer.

Section 20.8 - Placement Action:

- a. The Employer will take positive action to assist technicians affected by RIF or transfer of function to be placed within the West Virginia National Guard.
- b. Placement assistance will also include contacts with other states, local federal activities, local government and private employers.
- c. Reemployment Priority List. A reemployment priority list must be maintained for tenure groups I and II technicians separated in a RIF. Upon receipt of a specific notice of separation, technicians will be placed on this list but only if they have not declined an offer that preserves a non-temporary full-time position in their present grade, step, or equivalent salary. Technicians will remain on this list for two (2) years unless they decline in writing, accept a full-time position, or decline the offer of a full-time position in the Federal Government.

Section 20.9 - Appeals:

- a. A competing technician may appeal to the Adjutant General after receiving a specific notice of reduction in force and the technician believes that the Employer incorrectly applied the provisions of this contract Article and applicable rule, law or regulation.
 1. An appeal may be submitted upon receipt of a specific notice but no later than thirty (30) calendar days before the effective date of the action.
 2. The appeal must be in writing and must include the following information: Name, SSN, position title, series and grade, position description control number (PDCN), and the place of employment.
 3. The appeal must clearly state the reason the technician believes the action is inappropriate and must show that the Employer failed to comply with the RIF procedures outlined in this Article (e.g., insufficient notice, improper tenure grouping, and errors in service computation date).

b. Extension of Time Limit. The Adjutant General may extend the appeal time limit when the technician provides sufficient justification.

c. Decision on Appeal. The Adjutant General will issue a written decision and, where applicable, direct the HRO to take any necessary corrective action. A copy of the decision stating what corrective action will be taken is then forwarded to the technician. The decision of the Adjutant General is final and there is no further right or appeal. A copy of the decision issued by the Adjutant General will be furnished to all interested parties.

d. Corrective Action. The decision of the Adjutant General may require the HRO to take corrective action as follows:

1. Correct the retention register.
2. Correct the technician's specific notice.
3. Restore the technician to the former grade/pay level or one of like seniority, status, and pay when the technician was reduced or separated improperly.
4. Reimburse the technician for all pay lost as a result of any improper RIF action.

e. If an appeal uncovers an error that does not change the outcome of the RIF, the Adjutant General will correct the error without requiring restoration or recall of the technician or technicians involved.

ARTICLE XXI - Contracting Out

Section 21.1 - General:

Office of Management and Budget (OMB), OMB Circular No. A-76, requires that agencies periodically compare the overall cost of continuing to perform certain activities termed "commercial activities" using civil service personnel. When such a determination has been made the Agency will notify the Association of its intent to contract out work which is traditionally performed by technicians and could result in a reduction in force, transfer, or loss of function affecting employees in the bargaining unit. The Agency will take all possible actions to minimize the impact on affected technicians. The notification does not affect the Employer's right to perform historical, routine, and recurring contracting functions necessary to maintain equipment in a fully operational status.

Section 21.2 - Contracting Out Work Currently Accomplished by Bargaining Unit Employees:

The Association will be provided the opportunity to conduct I&I bargaining in accordance with PL 95-454 prior to the award of the contract. In the event the Association files a grievance over actions arising from the decision to contract out, the Agency will forestall awarding the contract pending the outcome of the grievance unless the delay would seriously jeopardize the mission of the agency.

Section 21.3 - Contracting Out New Work:

The Employer will provide information and the opportunity for I&I bargaining whenever the Employer intends to award a contract which will result in the interaction of the Contracted Employees and Federal Technicians. The Association will have the right to investigate and request I&I bargaining to avoid issues such as facility access, tool or equipment availability, or individual liability whenever possible. This process will not limit or conflict with the Employer's right to contract out.

ARTICLE XXII - Training/Education

Section 22.1 - General:

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

a. The Employer is responsible for training programs as may be required to improve the efficiency of the West Virginia National Guard Technician Program. In developing these training programs, the Employer agrees to review plans with and consider recommendations from the Association. On-the-job and/or formal training will be provided as necessary to assist all technicians in meeting the requirements of their current position description.

b. When details of pending changes in function, organization, and mission are available, it shall be the responsibility of management officials to plan for maximum retraining of the employee(s). Consideration will be made to waive qualification requirements in accordance with applicable laws and regulations to place employees in lines of work where their services can be utilized. Reduction in Force or a major equipment change and/or reassignment to a position that is not related to their past job description may authorize a resident school for retraining.

Section 22.2 - Notification of Training Availability:

a. The Employer is responsible for ensuring that technicians are made aware of the availability of funded civilian and military training courses on a timely basis.

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

Section 22.3 - Training in a Non-Technician Duty/Pay Status:

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

ARTICLE XXIII - Travel and Temporary Duty

Section 23.1 -Travel Notification:

a. Prior to a planned mission in a technician status, affected personnel shall be briefed by appropriate management representatives normally not later than ten (10) days prior to the technician's departure. The briefing will include, but not limited to, areas concerning pay, allowances, travel status (technician or military) and the names of supervisors in charge of all aspects of the mission. Under conditions of an operational emergency requiring travel, whenever possible, technicians will be afforded a seventy-two (72) -hour advance notice. Volunteers will be requested and considered in all such operations.

b. When TDY travel would cause hardship, the technician assignment will be reevaluated and consideration of the circumstances will be given to the affected technician. Such a request will require a supervisor's written response in the event of denial of relief from the TDY assignment.

Section 23.2 – Compensatory Time:

Technicians may earn compensatory time while performing technician duties at the TDY station when the hours of work extend beyond the normal duty day, consistent with applicable regulations. Compensatory time may be authorized during travel.

Section 23.3 – Defense Travel System (DTS) and Government Travel Card Program:

a. DTS may be the means for requesting travel orders.

1. TDY travel orders will be issued when technicians are assigned work in locations requiring travel and exceeding ten (10) hours.

2. Local travel orders will be issued when TDY travel orders are not utilized and the duty day is expected to exceed ten (10) hours. When reimbursement for miscellaneous expenses is required and travel orders have not been issued, a local travel order may be utilized.

b. Review and approval of DTS requests will normally be accomplished by the appropriate authority within five (5) calendar days of travel. If this has not been accomplished the technician will notify the immediate supervisor. The technician will not be required to initiate travel expenditure(s) without proper approval.

c. The issuance of government travel card to technicians will be consistent with the provisions of applicable regulations.

d. Personnel not eligible for a government travel card or denied issuance of the card will be afforded a cash advance in accordance with applicable regulations.

ARTICLE XXIV - Dues Authorization & Revocation Procedures

Section 24.1 - Purpose:

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

Section 24.2 - Technician Eligibility:

This article is applicable to all technicians of the bargaining unit who are members in good standing of the Association, and who:

- a. Have voluntarily authorized payroll deductions for payment of dues to the Association with full knowledge of the method of revocation of the authorization;
- b. Receive an established normal amount of pay on regularly scheduled pay days and that such net salary, after other legal and authorized deductions, is sufficient to cover the full amount of the authorized allotment for dues; and,
- c. Are covered by the bargaining unit for which exclusive recognition has been granted.

Section 24.3 - Dues Allotment:

a. Dues in the amount of that as approved by the National Association of Civilian Technicians will be deducted from the bi-weekly pay of any eligible technician of the unit who is a member of the Association and who has voluntarily authorized such deduction on a properly executed Standard Form (SF) 1187. The base rate of pay shall be exclusive of any hazardous duty, overtime, shift differential, premium, or other related pay outside the technician's basic rate of pay.

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

c. If the amount or rate of regular dues is changed, the Association will notify the Human Resources Office (HRO), in writing, of the change. Only one such change will be made in any period of twelve (12) consecutive months.

Section 24.4 - Allotment Authorization Procedures:

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

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

c. Allotments authorized on properly completed and certified forms which are received in the HRO will be processed to the servicing technician payroll office. The authorized amount shall be withheld from the technician's pay and will continue until the allotment is terminated under one of the conditions stated in **Section 24.5 – Terminating Allotments**.

Section 24.5 - Terminating Allotments:

The Management Representative will take action to terminate an allotment:

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

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

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

d. Upon receipt of a properly executed SF 1188, Cancellation of Payroll Deductions for Labor Organization Dues, providing such allotment was withheld from the technician's pay for a period of at least one (1) year or in accordance with **Section 24.6 – Voluntary Allotment Revocation by Technician**.

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

Section 24.6 - Voluntary Allotment Revocation by Technician:

Any technician who wishes to terminate their allotment may submit a properly executed SF 1188, providing such allotment was withheld from the technician's pay for a period of at least one (1) year. Completed SF 1188's will be submitted to the servicing payroll office during the month of September.

Section 24.7 - Responsibilities:

a. Association - The Association will:

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

b. Management Representative - Management Representative will:

1. Comply with the terms of this article.
2. Upon receipt of a SF 1187 from the Association, insure the named technician meets the requirements for dues withholding and promptly forward the request to the servicing payroll office.
3. Insure a supply of SF 1188s is available for use in revocation of allotments and make the forms available to technicians on request.
4. Provide the Association with a copy of the SF 1188 (or written letter or revocation, if applicable) when a technician voluntarily terminates labor organization dues.
5. Notify the Association, in writing, when a technician's dues allotment is being terminated as a result of promotion to a position not covered by the bargaining unit, retirement, resignation, death, or for other appropriate reasons.

6. Provide the Association with a copy of any published pay scale memorandums (general schedule and wage system). Furthermore, Management Representative will provide twice yearly (30 April, as of 31 March; and 31 October, as of 30 September) a listing (one Army and two Air) in SSN sequence for bargaining unit members who were granted a promotion, change to lower grade, QSI, WIGI, and change in a wage system area since the previous listing. The listing will show reason for change, name, SSN, location, title, series, grade, step, and salary/rate. Situations which could cause delay or deviation in format, such as automation system malfunctions or unforeseen emergencies, will be coordinated and discussed with the Association.

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

c. Servicing Payroll Office - The servicing payroll office will:

1. Insure that properly executed SF 1187's for dues allotments for members of the Association are submitted for verification and processed so as to be effective during the pay period in which received in the servicing payroll office.

2. Insure that the remittance of dues, to include a dues check off listing for each payroll for which dues deductions have been made, will be processed within five (5) workdays, providing it does not conflict with the servicing payroll office SOP, as follows:

(a) The listing will contain name and SSN of technician members of the Association having current allotment authorizations on file, the amount withheld from each member's pay, and a statement showing the total amount withheld. Also identified will be those members whose pay was not sufficient to cover the full amount of the deduction.

(b) Association members entering into an unpaid leave status for more than one pay period will remain on the dues check off listing. The technician's name and SSN will be provided on the listing.

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

Treasurer, Association of Civilian Technicians, Inc.
12620 Lake Ridge Drive
Lake Ridge, VA 22192-2335

(d) Three copies of the listing will be forwarded to the Management Representative. (Management Representative will retain one copy and forward two copies to the respective Association chapter treasurer).

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

3. Insure that allotments are discontinued for any reasons specified in **Section 24.5 Terminating Allotments**. SF 1188s will be submitted and verified and the discontinuance will be effective during the pay period in which received in the servicing payroll office.

4. Furnish the Chapter treasurers a copy of the collection voucher of actual amount of Association dues that will be withdrawn from the ACT account as a result of leave buy-back from an OWCP case.

Section 24.8 - Exclusionary Provisions from LMRA:

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

ARTICLE XXV Use of Facilities

Section 25.1 - Space for Association Meetings and Training:

By request of the Association, the Employer will provide space, when available, for the conduct of official Association meetings or Association sponsored training sessions.

Section 25.2 - Bulletin Boards:

a. The Employer will provide bulletin board/space in each major functional area for the exclusive use of the Association. Any derogatory or inappropriate material will not be posted. The recommended size of the bulletin board will be, as a minimum, 3.5 ft. x 4.0 ft.

1. The Association is responsible for maintaining bulletin board space in an orderly condition.

2. All costs incident to the preparation and posting of materials will be borne by the Association.

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

4. Violation of this agreement, concerning the material posted to the Association bulletin boards, shall be grounds for revocation of the privilege, when the violation was effected by an ACT official or representative.

b. Electronic Bulletin Board: The Association will be provided space on the established WV National Guard HRO web site IAW local established policies.

Section 25.3 - Interoffice Mail:

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

Section 25.4 - Office Space and Equipment:

a. The Employer agrees to provide adequate office space for Association officers with a desk, file cabinet, and telephone. Such office space may be shared by the parties. The Association is permitted to install a telephone in the office with all expenses incurred in the installation and use the telephone borne by the Association. The actual location of the telephone may be changed, by mutual agreement. The Association representative may have access, subject to security regulations, to the designated office space before, during, and after normal duty hours. All expenses incurred in such installation and use of office equipment will be borne by the Association.

b. The Employer agrees to joint discussion with the Association regarding office space at the individual's work site. The Employer further agrees to joint discussion with the Association in obtaining/maintaining a building/accommodations equipped with running water, heat, electricity, and parking for the exclusive use of the Association of West Virginia.

c. Management recognizes and assures the need and purpose of the Association to store, access and maintain digital or other forms of information in the course of its representational duties IAW applicable rules, laws, and regulations.

d. Digital information owned and/or obtained by the Association will be considered private and confidential. In the event that information should be confiscated or possessed by management it will be maintained and secured IAW applicable law.

Section 25.5 - Lunch and Sanitation Facilities:

a. The Employer agrees to maintain existing lunch and sanitation facilities IAW 29 CFR. Upon request from either party, the Employer and the Association will meet at a mutually agreed upon time to discuss improvements to these facilities. Management agrees to discuss the establishment of such facilities or the purchase, placement and maintenance of appliances with non-appropriated funds consistent with appropriate rules and regulations.

b. Management will advise Association officials and deal appropriately with evacuation of work sites affected by sanitation failures or disruptions.

Section 25.6 - Electronic Devices

The agency agrees to allow the use of approved electronic devices in designated work areas IAW regulation or directive.

Section 25.7 - Broadcast/Network Communications

Where authorized and present, broadcast or network communications (i.e. cable television) may be used by technicians without individual cost consistent with law, rule or regulation.

ARTICLE XXVI - Wage Surveys

Section 26.1 - General:

The Employer shall notify the Association when information is received that higher authority has directed the start of an official wage survey in the area. When the wage survey lead agency requests the Agency to participate in the wage survey, the Employer will notify the Association who will nominate Association representative(s) for appointment to the wage survey data collection team. The number of personnel to be appointed to the data collection team will be determined by the lead agency. However, the Employer agrees to appoint at least one representative of the Association to the team. The Employer will not deny or decline a designation of lead agency when the conditions exist to authorize such authority and responsibility.

Section 26.2 - Requests for Wage Surveys:

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

Section 26.3 - Wage Survey Data:

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

ARTICLE XXVII - Publications:

Section 27.1 - Availability:

Any U.S. Government publication available to the Employer will be made available to the Association for use in resolving any question, complaint, or grievance.

Section 27.2 - Technician Manning Document:

Upon request, the Employer will provide the Association a copy of the current technician manning document showing the positions authorized for a specific installation or facility for both Army and Air.

ARTICLE XXVIII - Agreement Administration

Section 28.1 - Effective Date:

The effective date of the new contract shall be the thirty-first (31st) day from the execution of signing by the Association and the Adjutant General, or the date of Agency (DOD) approval, whichever comes first. Both dates will be recorded in the agreement prior to distribution.

Section 28.2 - Execution:

a. A secure digital copy of the final negotiated document will be e-mailed to each negotiator for review and comment prior to affixing signatures. Ten (10) days will be allocated for the review. At the end of the review period, the agreement will then be executed by affixing the signature of the Adjutant General and all members of the respective negotiating teams.

b. Execution (formal signing) of the new agreement shall occur after National Association of Civilian Technicians review and chapter ratification.

Section 28.3 - Agency Approval:

a. The Agency Head shall approve the agreement within thirty (30) days from the date the agreement is executed by the parties provided the agreement is in accordance with the provisions of applicable law, rule, or regulation.

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

c. In the event that any specific provisions are not approved by the Agency the remainder of the agreement shall go into effect on the thirty-first (31st) day after execution as determined by Section 28.2.

d. The effective date of the new contract shall be the thirty-first (31st) day from the execution of signing by the Association and the Adjutant General, or the date of Agency (DOD) approval, whichever comes first. In the event that any specific provisions are not approved by

the agency the remainder of the agreement shall go into effect on the thirty-first (31 st) day after execution.

Section 28.4 - Association Approval:

a. Upon conclusion of negotiations, all articles will be typed in final draft format. During the ten (10) day review period the agreement will be submitted to the Association of Civilian Technicians National Office and to the effected chapters for ratification by the membership.

b. Any items not ratified by chapter membership will require the parties to renegotiate those items. Renegotiation of any such items will be accomplished within the guidelines of the MOU.

Section 28.5 - Agreement Duration:

a. This agreement shall expire three years (3) from the effective date as determined in **Section 28.1 – Effective Date**. Further, the agreement will be terminated by the Adjutant General upon certification by proper authority that the Association no longer represents the employees in the bargaining unit.

b. The term of this agreement may be extended beyond the expiration date:

1. For one year increments based on mutual agreement of the parties;

2. During a period of declared national or state emergency by the mutual consent of the parties.

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

Section 28.6 Agreement Amendment:

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

b. This agreement may be amended by mutual consent of the parties.

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

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

e. Negotiations of any amendment to this agreement will be performed in accordance with the existing MOU.

Section 28.7 - Negotiating a New Agreement:

a. Negotiations for a new agreement will commence no earlier than one hundred eighty (180) calendar days but not later than ninety (90) calendar days prior to the termination of this agreement. In the event either party fails to request negotiations of a new agreement within the established time frame this agreement will automatically extend for a period of one (1) year.

b. Thirty (30) days prior to the start of negotiations of a new agreement, four representatives of the Employer and four representatives of the Association will meet to initiate a memorandum of understanding establishing the ground rules for the conduct of negotiations.

IN WITNESS WHEREOF, the parties have entered into this agreement on this 12th day of October 2010.

FOR THE EMPLOYER:
