

2019

**Collective Bargaining Agreement**

The Adjutant General of New Hampshire  
and  
The Association of Civilian Technicians

Granite State Chapter 19

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# ARTICLE 1

## GENERAL PROVISIONS

### SECTION 1.1 – PREAMBLE:

This agreement is entered into under the provisions of Public Law 95-454, by and between the Adjutant General of New Hampshire, hereinafter referred to as “Employer”, and the Association of Civilian Technicians, Inc., hereinafter referred to as “Labor Organization”.

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

### SECTION 1.2 – COVERAGE:

- a. It is hereby certified that the Association of Civilian Technicians has been designated and selected by a majority of the eligible employees, of the New Hampshire Army/Air National Guard as their representative for purposes of exclusive recognition, and that pursuant to 5 U.S.C. CHAPTER 71, the said organization is the exclusive representative of all the eligible employees in such unit: Army and Air from here on in as identified as NHNG (New Hampshire National Guard) unless specifically addressed.

INCLUDED: All Wage Grade and General Schedule employees employed by the New Hampshire Army or Air National Guard statewide.

EXCLUDED: Professional employees; management officials; supervisors and employees described in 5 U.S.C. 7112 (b) (2), (3), (4), (6) and (7).

- b. This agreement, to include all articles therein, is applicable to identified bargaining unit employees in the New Hampshire Army/Air National Guard. The term “employee” refers to both Title 32 Dual-Status Technicians and Title 5 National Guard employees for purposes of this agreement.
- c. It is agreed that for the purpose of this agreement, reference to the word, “he” is intended to include both the masculine and feminine genders, unless otherwise specifically addressed therein.
- d. The Adjutant General of New Hampshire, a State appointed official, enters into this agreement under the provisions of 32 U.S.C. SEC 709 (as amended), which gives him the statutory function of employing and administering Title 32 and Title 5 employees. This agreement is solely for the purpose defined in Section 1.3 below and in no way encumbers or places any liability on the State of New Hampshire.

SECTION 1.3 – LAWS AND REGULATIONS:

- a. It is agreed that in the administration of all matters covered by the agreement, officials and federal service employees are governed by existing or future laws and regulations of appropriate authority, including policies set forth in the Code of Federal Regulation (CFR); by published agency policies and regulations in existence at the time the agreement was approved, as appropriately bargained and by subsequently published government wide polices and regulations.
- b. In accordance with 5 United States Code 7106, the employer (Management) retains the right to:
  - (1) To determine the mission, budget, organization, number of employees, and internal security practices of the agency; and
  - (2) In accordance with applicable laws-
    - (a) to hire, promote, assign, direct, layoff, and retain employees in the Agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
    - (b) To assign work, to make determinations with respect to contracting out, and to determine the personnel by which Agency operations shall be conducted;
    - (c) With respect to filing positions, to make selections for appointments from-
      - (i) Among properly ranked and certified candidates for promotion; or
      - (ii) Any other appropriate source; and
    - (d) To take whatever actions may be necessary to carry out the agency mission during emergencies.

SECTION 1.4 – MATTERS APPROPRIATE FOR CONSULTATION AND NEGOTIATION:

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

SECTION 1.5 – MEETINGS AT THE LOCAL LEVEL:

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

meetings, the party requesting the meeting will furnish the subject matter in advance of the meeting.

#### SECTION 1.6 – MEETINGS WITH THE EMPLOYER:

The Employer or his representative and representatives of the Labor Organization shall meet at the request of either party and confer in good faith with respect to personnel policies and practices and matters affecting working conditions so far as may be appropriate under applicable laws and regulations, including policies set forth in the CFR, published Agency policies and government wide regulations. Subject matter will be exchanged in advance of the meeting.

#### SECTION 1.7 – BARGAINING CONCERNING CHANGES IN WORKING CONDITIONS:

- a. Employer exercise of a management right that changes a condition of employment is subject to appropriate bargaining to the extent required by 5 U.S.C 7106(b)(2) and (b)(3), and any change thereto. To the extent consistent with those provisions and any change thereto, the procedures in paragraph b apply.
- b. The Employer will notify the Labor Organization in writing of an exercise of a management right that changes a condition of employment. The Employer will hold implementation of the change in abeyance pending completion of appropriate bargaining, including any resolution of an impasse by the Federal Service Impasses Panel, unless: (1) the Labor Organization fails to inform the Employer within ten (10) working days of receipt of the notice that the Labor Organization demands bargaining; or (2) the necessary functioning of the agency requires that implementation occur before completion of bargaining. With regards to (2), the Employer will provide the Labor Organization a written statement of the facts and reasons upon which the Employer bases an assertion that the necessary functioning of the agency requires implementation before completion of bargaining.

#### SECTION 1.8 – RIGHTS OF EMPLOYEES:

- a. The Employer and the Labor Organization agree that each employee has the right, freely and without fear of penalty or reprisal, to form, join and assist the Labor Organization or to refrain from any such activity and each employee 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 Labor Organization extends to participation in the management of the Labor Organization and acting for the Labor Organization in the capacity of a Labor Organization representative, including presentation of its view to officials of the Executive Branch, the Congress or other appropriate authority.
- c. The Employer shall take the action required to assure that employees 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 Labor Organization. This agreement does not preclude any employee in the bargaining unit, regardless of Labor Organization 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 a Labor Organization representative in a grievance or appeal action.

- d. The Employer agrees that, as part of orientation, all new employee appointed to a position in the bargaining unit shall be informed of the Labor Organization's exclusive status and will be advised of their right to join or not join the Labor Organization. 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.
- e. The Employer agrees to afford newly appointed employee and the shop steward time to meet for the purpose of orientation of the LMRA (Labor Management Relations Agreement). This time shall be subject to the supervisor's approval, and the supervisor shall have the right to be present and participate in the orientation. Solicitation of membership is prohibited during this orientation meeting.
- f. The Employer recognizes that the participation of employees in the formulation and implementation of personnel policies and practices affecting conditions of their employment, achieved through their own freely chosen organization, contribute to the employees well-being and to the efficient administration of the New Hampshire National Guard.
- g. Management understands that certain circumstances associated with temporary duty assignments away from normal duty station may cause undue personal hardships with employees involved in that assignment, and therefore, any employee unduly affected will be reconsidered as to his temporary duty assignment. An employee, upon request, may be released from a temporary duty assignment if a qualified replacement is available and willing to work.
- h. Whenever possible, the Employer agrees to schedule and arrange for travel employees to occur within the standard work week.

#### SECTION 1.9 – JOINT RESPONSIBILITIES:

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

**b. Orientation.**

- (1) As a minimum, training sessions for New Hampshire National Guard supervisors and shop stewards shall be at mutually agreed locations.
- (2) At least one member from each negotiating team will be present at all training sessions in order to assist in the presentation or clarification of terms of this agreement.
- (3) All participants in the training sessions will attend in a duty status.

- c. Identification of Facts.** The Employer and the Labor Organization agree that neither party shall present a charge, defamation, intimidation, or wrong-doing against a person or an employee without a complete identification of the facts to include identification of the accusing party or parties.

**SECTION 1.10 – EMPLOYER OBLIGATIONS:**

- a. The employer agrees to upload the CBA on the GKO website in the Human Resource Section and onto the Air Force Portal forms and pubs.
- b. The Employer agrees to furnish to the Labor Organization for its internal use only, a schedule of authorized bargaining unit positions as well as the names employees, their grades and position titles as defined in the agreement for all employees in the bargaining unit, as required.
- c. The Employer agrees to notify the Labor Organization, prior to implementation of any changes in personnel policies, practices and *matters* affecting working conditions.
- d. The Employer agrees, wherever possible, within space and funding limitations, to furnish each civilian with a personal locker.

**SECTION 1.11 – LABOR ORGANIZATION OBLIGATIONS:**

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

SECTION 1.12 – RIGHTS OF LABOR ORGANIZATIONS:

- a. A representative of the Labor Organization shall be given the opportunity 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 practices or other general conditions of employment.
- b. Labor Organization representatives shall be excused from duty without loss of pay or charge to leave to receive information, or orientation relating to matters of mutual concern to the Employer and Labor Organization. Areas of mutual concern may include matters relating to pay, working conditions, work schedules, employee grievance procedures, performance ratings, adverse action appeals, as well as Agency policy and negotiated agreements pertaining to them.
- c. An employee who is elected or appointed to serve full time as a national or state representative or officer with the Labor Organization may, at the discretion of the Employer, be granted LWOP for one year. An extension for one additional year may be granted upon request of the employee and with the approval of the Employer. The employee's rights and privileges will be protected under the provision of the applicable portions of the CFR.
- d. The Employer agrees that there shall be no restraint, interference, or coercion against any Labor Organization 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 Labor Organization functions.
- e. The Employer will provide, to the President of the Labor Organization, the names and work locations of new employees on a monthly basis.

## ARTICLE 2

### WORK WEEK AND HOURS OF WORK

#### SECTION 2.1 – BASIC WORK WEEK:

- a. The New Hampshire National Guard has the right to assign and schedule work to meet mission requirements and the Alternate Work Schedule will be the accepted work schedule for the duration of the agreement. Certain Elements will have a second shift.
- b. Uncommon tours of duty that do not afford an employee two (2) consecutive days off between normal work weeks will be kept to the minimum possible. Employees who have not received notice of a work schedule change and report to work in accordance with the original schedule will be granted a minimum of two (2) hours work credit and released as soon as possible. Every effort will be made to prevent employees from working two (2) consecutive holidays. Employees may be required to work two (2) consecutive holidays if adequate numbers of qualified non-supervisory employees are not available within the sections to fulfill the mission requirements.
- c. Each employee is authorized one-half (1/2) hour of uninterrupted, duty free time for a lunch break each day. The lunch period will normally be scheduled between 1100 and 1330 to be determined at the request of the employee and at the discretion of the supervisor. Employees scheduled to work through their normally scheduled lunch period will have the option to reschedule the lunch period or take a lunch break of twenty (20) minutes or less with in close proximity to their work and be available for work. The employee will be released from work thirty (30) minutes before the end of the normal duty day or receive appropriate compensation.
- d. When necessary to schedule shifts other than the normal day shift or normal second shift, for an organizational group within the NHNG, the parties to this agreement will enter into discussion concerning the shift hours of the adversely affected employees and appropriate arrangements will be made, when possible.
- e. When an employee will be required to work a shift that starts prior to 0600 or terminates after 1800, he/she will be notified by the posting of a written work schedule no later than seven (7) days prior to the start of the work week. Notification of requirements to work other than the normal tour of duty during the 0600-1800 hour time frame, and the exact working hours for those on a rescheduled shift, shall be posted not later than seven (7) days prior to the start of the work week except where the Employer learns of the change in work in which case posting will be immediate. Although appropriate advance notice will normally be provided, management may make shift changes without notice when it is determined that the agency would be seriously handicapped in carrying out its functions or costs would be substantially increased. At such time, the employee and ACT will be notified.

## SECTION 2.2 – CLEAN-UP TIME:

Employees engaged in work involving dirty, toxic or hazardous materials shall be allowed a ten (10) minute period immediately preceding lunch and fifteen (15) minutes at the end of each work day for personal clean-up and changing of cloths. When it becomes necessary, a supervisor may assign tasks requiring employees to perform needed work during cleanup periods. Personnel cannot leave the work place prior to completion of their work shift.

## SECTION 2.3 – DIFFERENTIAL PAY:

Employees assigned to a regularly scheduled night shift or early morning shift will receive the shift differential in accordance with applicable directives. Employees will be granted Environmental Differential Pay (EDP) or Hazardous Duty Pay (HDP) in accordance with applicable laws rules, and regulations.

## SECTION 2.4 – PREMIUM PAY:

Title 32 Dual-Status employees may be eligible for compensatory time. Title 5 National Guard employees may be eligible for compensatory time or overtime.

- a. Employees shall not be required to perform any work or duty before or after scheduled work hours, without compensating the employee for all such work or duty. Overtime for employees employed under 5 U.S.C. § 3101 will be compensated for overtime work in accordance with 5 CFR PART 551. In accordance with existing regulations, such employees shall be granted overtime pay or an amount of compensatory time off from their scheduled tour of duty equal to the amount of time spent by them beyond regular scheduled duty hours. It is further understood that when an employee is required by the Employer to report at a designated location at a specified time, prior or subsequent to regular shift hours, such time shall be considered compensable in accordance with existing regulations.
- b. Overtime work will be kept to a minimum, consistent with good mission management, as determined by the senior employee present at the work location. An employee assigned to work overtime may be relieved from his assignment, providing he has a valid reason and an employee is available who is capable of performing in his place. In normal situations, supervisors will notify employees forty eight (48) hours in advance of all overtime assignments. Overtime hours shall be assigned fairly and without discrimination among employees of similar skills and capabilities.
- c. Any recall that caused any employee to return to work will be compensated for at the rate of no less than two hours.

- d. In work areas where overtime has a high experience factor, the supervisor will maintain an overtime roster to ensure that overtime is equally distributed. This roster will be posted to indicate when and by whom this overtime was worked and will be kept current. If an employee requests excusal from an overtime assignment for reasons other than stated earlier, he shall be considered for overtime again the next time a requirement exists. Employees who are in an approved leave status at the time overtime work is required, shall not be considered as available for overtime work, but shall retain his standing on the overtime roster for the next scheduled overtime assignment.
- e. The employer agrees that any full-time employee within the unit, who is not required to work on a Sunday as part of his basic scheduled workweek, is entitled to pay at his rate of basic pay plus premium pay. Such premium pay will be at a rate as established by existing regulations for each hour of Sunday work which is not overtime work and which is not in excess of eight hours for each regularly scheduled tour of duty which begins or ends on Sunday. Part-time employees are not eligible for premium pay.
- f. When necessary to schedule shifts other than the normal day shift or normal second shift, the parties to this Agreement will enter into discussion concerning the shift hour of affected employees in an organizational group within the NHNG and such changes shall be subject to appropriate bargaining.
- g. Compensatory time may be accrued in thirty (30) minute increments. Every effort should be made by management to arrange work schedules to permit employees to take earned compensatory time within the prescribed twenty six (26) pay periods.
- h. The Employer shall not, in any calendar year, assign to a bargaining unit employee on an involuntary basis more work outside the normal duty hours than is assigned on an involuntary basis to any available and similarly qualified non-bargaining unit employee. The supervisor will keep a record of involuntary overtime by individual.

SECTION 2.5 – REST PERIODS:

- a. Rest periods granted in accordance with these provisions are considered duty time and included in the daily tour of duty.
  - (1) A rest period of fifteen (15) minutes shall be granted for each four (4) hour period of work. Not to exceed a total of fifteen (15) minutes before the lunch period and a total of fifteen (15) minutes after the lunch period.
  - (2) The rest period shall not immediately precede or be a continuation of the lunch period.
- b. Additional short rest periods during the daily tour may be permitted when such periods are beneficial and determined necessary by the Agency.

SECTION 2.6 – STAND-BY/ON CALL PERIODS:

Standby duty is defined in 5 CFR § 551.431 which states:

- a. An employee will be considered on duty and time spent on standby duty shall be considered hours of work if:
  - (1) The employee is restricted to an agency's premises, or so close thereto that the employee cannot use the time effectively for his or her own purposes; or
  - (2) The employee, although not restricted to the agency's premises:
    - (a) Is restricted to his or her living quarters or designated post of duty;
    - (b) Has his or her activities substantially limited; and
    - (c) Is required to remain in a state of readiness to perform work.
- b. An employee will be considered off duty and time spent in an on-call status shall not be considered hours of work if:
  - (1) The employee is allowed to leave a telephone number or to carry an electronic device for the purpose of being contacted, even though the employee is required to remain within a reasonable call-back radius; or
  - (2) The employee is allowed to make arrangements such that any work which may arise during the on-call period will be performed by another person.

## ARTICLE 3

### ATTENDANCE AND LEAVE

#### SECTION 3.1 – GENERAL:

It is agreed that attendance and leave policies for bargaining unit members shall be administered in accordance with this agreement and applicable regulations. It is also agreed that it is the responsibility of employees to properly record their time and attendance and the supervisors responsibility to certify time and attendance for each two week pay period. The Employer will provide employees clear and specific training stating how they are to record their time and attendance and will ensure that employees are afforded adequate opportunity during duty hours to perform this task.

#### SECTION 3.2 – ADMINISTRATIVE DISMISSAL:

- a. The Employer shall make every reasonable effort to ensure the health, safety, and well-being of employees. Under emergency conditions which result in the loss of heat, water, power, etc., administrative dismissals of employees will be as directed by the senior supervisor, who will be designated by the Adjutant General.
- b. Administrative dismissal will be carried out IAW applicable laws, rules and regulations.

#### SECTION 3.3 – OFFICIAL TIME FOR LABOR ORGANIZATION OFFICIALS AND REPRESENTATIVES:

- a. Labor Organization officials will be granted official time, for periods when they would otherwise be in a duty status, to perform or participate in official Union activities as provided for in this section in accordance with Public Law.
- b. Official time will be granted in accordance with Public Law and applicable directives. Labor Organization representatives will notify their immediate supervisors and obtain concurrence prior to leaving their assigned area. In determining whether to grant official time, the supervisor must consider the work load requirements and the urgency of the request for official time. If the request is in reaction to a sensitive issue, which requires an immediate response, the supervisor will make every effort to grant the request immediately, or as soon as possible. Official time activities include the following:
  - (1) Recognized Union representatives conferring with employees and/or supervisors on grievances and other matters relating to conditions of employment. The recognized shop stewards in the labor organization 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, discipline/adverse actions, and other matters relating to conditions of employment.

- (2) When appearing at third party hearing proceedings, Labor Organization representatives on official time shall not exceed the number of individuals representing the Employer for such purposes.
  - (3) A reasonable amount of time shall be given to appropriate Labor Organization representatives for the purpose of receiving information or orientation relating to matters of mutual concern.
  - (4) Labor Organization officials may be allowed a reasonable amount of time to change to and from the military uniform for those situations covered in Section 3.3c of this contract article.
  - (5) The Chapter treasurer may be granted official time to prepare financial reports required by federal agencies not to exceed eight (8) hours per calendar year.
  - (6) The chapter secretary may be granted official time to expedite a grievance in coordination with the Labor Relations Specialist.
  - (7) The Chapter President or their designee is authorized three (3) hours of official time per pay period for the administration of the representational duties and obligations of the labor organization.
  - (8) A reasonable amount of official time will be granted to Labor Organization representatives when representing Federal Employees by visiting, phoning, and writing elected representatives concerning desired legislation which would impact the working conditions of employees represented by the Labor Organization.
- c. Labor Organization representatives will not be required to wear the military uniform in the following situations:
- (1) When conducting contract negotiations with Agency officials.
  - (2) While attending labor-management seminars at commercial facilities sponsored or hosted by the national office of the Association of Civilian Technicians, U.S. Department of Labor, Department of Defense, Wage Fixing Authority, etc.
  - (3) When representing the labor organization at third party proceedings.
  - (4) When representing the Labor Organization in the performance of representational duties on any of the negotiated grievance procedures or representational matters.
  - (5) Employees in the bargaining unit will not be required to wear the military uniform while appearing as a grievant, or witness before a third party proceeding, i.e., impasse, arbitrations, FLRA hearing.

- d. Compensatory time may be earned by Labor Organization officials when they are required to attend Employer scheduled meetings which exceed the normal duty hours only if the employee is otherwise in an approved overtime duty status IAW government-wide regulations (under 5 C.F.R. Part 550).
- e. Labor Organization officials designated to attend Labor Organization sponsored training sessions or seminars pertaining to matters of public interest.
  - (1) Elected Chapter officers will be afforded up to six (6) days per calendar year, maximum not to exceed twenty four (24) days total per calendar year.
  - (2) Shop stewards will be afforded up to four (4) days per calendar year.
- f. The Labor Organization understands that individuals will request official time from their individual supervisor as far in advance of the need as known. Official time will not be granted for purposes prohibited by Public Law. When official time is requested, the Labor Organization 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 supervisor of those personnel authorized to attend the scheduled events.

SECTION 3.4 – SICK LEAVE:

If at all possible, the employee will notify supervisory chain within the first two (2) hours of their work shift.

- a. Sick leave is available for use in the following circumstances:
  - (1) When it is established that an employee is incapacitated for the performance of his duties because of sickness or injury.
  - (2) Approval for sick leave for prearranged medical, dental, funeral, and optical appointments must be secured in advance.
  - (3) When an employee's immediate family member is afflicted with a contagious disease and requires the care and attendance, or when through exposure to a contagious disease, his presence at the duty location would jeopardize fellow employees.
  - (4) For reasonable travel time to and from a medical appointment.
  - (5) For hospitalization or incapacitation beyond a military training period when the injury is incurred or disease is contracted while engaged in a military status.
- b. Employees may request sick leave in accordance with government-wide regulations. The Employer may require medical documentation or other administratively acceptable

evidence for absences in excess of three (3) consecutive workdays, or for a lesser period when the Employer determines it necessary.

- c. An employee who sustains a disabling, job-related traumatic injury is entitled, under certain circumstances, to Continuation of Pay (COP) for a period of forty-five (45) calendar days, not to exceed ninety (90) days from date of injury. The forty-five (45) calendar days are cumulative for each case and may be used for follow up medical care after return to duty provided the authorized forty-five (45) days have not been expended. To qualify for COP, the traumatically injured employee or someone authorized to act on his or her behalf must file written notice of injury on a Form CA-1, "Federal Employees' Notice of Traumatic Injury and Claim for continuation of Pay/Compensation," within thirty (30) calendar days after the date of injury. If absence from duty exceeds the allotted forty-five (45) days, the employee can be covered by the use of authorized leave of Workers Compensation.
- d. Family Leave Policy will be administered IAW applicable laws, rules and regulations.

#### SECTION 3.5 – LEAVE FOR CHILD BIRTH:

Leave for Childbirth will be administered IAW applicable laws, rules and regulations.

#### SECTION 3.6 – EXCUSED ABSENCES:

- a. An excused absence is an absence from duty administratively authorized without loss of pay and without charge to leave. Excused absences will be granted IAW applicable laws, rules and regulations.
- b. Examples for which excused absences may be granted by supervisors are:
  - (1) To attend conferences whenever it is determined by the Employer that such attendance will serve the best interest of the federal service.
  - (2) For physical examinations that are required as a condition of employment in the National Guard, employees may be excused, without charge to leave or loss of pay, for periodic, baseline, or annual physical examinations as required by the military commander, HRO, or safety officer when driven by military necessity. See paragraph 3.c. of Enclosure J to CNGBI 1400.25. Excused absences may be granted for service-connected disability medical appointments that meet the criteria of paragraph 3.c. of Enclosure J to CNGBI 1400.25. .
  - (3) To vote where polls are not open at least three (3) hours before or after regularly scheduled duty hours, those employees who vote in jurisdictions which require registration in person may be granted time off to register on substantially the same basis. An employee may be excused up to a full day under circumstances where the commuting distance of places of registration is considerable and registration is required in person or absentee ballot cannot be used.

- (4) To participate, as pallbearers or as members of the Military Funeral Honors Team at funeral ceremonies for members of the armed forces.
- (5) The employer acknowledges that the donation of blood is a generous gift and a necessity to ensure an adequate blood supply in the community. The New Hampshire Red Cross policy on donation limits donation to once every eight (8) weeks, not to exceed six (6) times in any twelve (12) months. In accordance with Red Cross policy, whenever mission requirements will allow and the supervisor concurs, the employer will normally grant, not to exceed, four (4) hours administrative leave on the date of donation, for the purpose of donating blood.
- (6) To serve as a volunteer firefighter or ambulance crew member.
  - (a) When an employee performs volunteer duties as a certified firefighter or ambulance crew member, emergency leave may be authorized, not to exceed one (1) day per incident, providing: the emergency incident began prior to the beginning of the employee's normal workday; and the actual hours of volunteer service performed are certified, in writing, by the individual in charge at the emergency incident. When the emergency incident is found to be under control and the employee's continued presence is no longer needed, an additional one (1) hour time period, plus commuting time, may be authorized prior to reporting to the workplace. The employee will, through another family member or co-worker, make every reasonable attempt to inform his or her supervisor of any such participation in an emergency incident. If the supervisor denies leave written justification must be provided to the employee within five (5) working days.
  - (b) Employees who are either certified volunteer firefighters or ambulance crew members must inform their first-line supervisor, in writing, who will in turn inform their supervisor, of the employee's volunteer status. A roster in the following format will be used, with a copy provided to HRO-LRS, and will be recertified on an annual basis as of 1 January to be received not later than 31 January.

Employee Name	Fire Co/Ambulance Corps	Position	Membership Expires
John Z	Amoskeag Fire Co	Firefighter	30 September 1995
Suzy Q.	ABC Ambulance Co	Med Tech	28 April 1996

- (7) The employer may grant excused absence to personnel who stop and render assistance in highway accidents or other emergency conditions if such assistance caused tardiness on the employee's part. If the supervisor denies the excused absence, written justification must be provided to the employee within five (5) working days.

SECTION 3.7 – ANNUAL LEAVE:

- a. Annual leave which will be earned during the leave year and credited to employee's leave account, including leave already accrued, may be granted at any time during the year. If the leave approving official deems it necessary to cancel previously approved leave, the employee will be informed in writing, of the reason for such action at least two (2) weeks in advance.
- b. The supervisor will endeavor to grant leave in the amount requested by each employee and at the time he considers convenient and desirable. When there is a conflict between employees of the same work section desiring the same vacation period, the conflict shall be decided on a first come/first serve basis. Changes in scheduled leave may be allowed by the supervisor provided another employee's selection is not disturbed by the change.
- c. Absences which could not be planned and approved in advance must be reported to the employees first line supervisor or other designated person within the first two (2) hours after his work shift start time.
- d. The Employer agrees to maintain a reasonable leave policy. The employee designated time and attendance supervisor will be authorized to approve requests for unscheduled annual leave.
- e. Work commitments permitting, the employee, upon request, will be granted annual leave for a workday which occurs on a religious holiday, wedding anniversary or birthday and for attendance at conventions of veterans' organizations or other organizations of which the employee is a member.

SECTION 3.8 - MILITARY LEAVE:

- a. Military leave permits an employee to be absent from their duties without charge to annual leave or loss pay while performing active duty, active duty for training, or inactive duty training and will be administered IAW applicable laws, rules, and regulations.
- b. Military leave is authorized for use by permanent and indefinite employees.

SECTION 3.9 – ABSENCE WITHOUT LEAVE:

- a. When an employee is absent from duty without prior approval, the absence will be charged as absence without leave (AWOL). When the employee informs the supervisor of the circumstances causing the absence, the supervisor will determine whether or not the charge of AWOL should be changed to annual, sick, or leave without pay (LWOP).
- b. If there is a disagreement between an employee and a supervisor as to the type of leave charged for an absence, the disagreement may be resolved under the negotiated grievance procedure.

SECTION 3.10 – COURT LEAVE:

Court leave is leave with pay for a period of time an employee spends in court for duty as a juror or a witness, or for attending judicial proceedings. Court leave will be administered IAW applicable laws, rules, and regulations.

SECTION 3.11 – CHARGING OF LEAVE:

Charging of leave will be IAW applicable laws, rules, and regulations.

SECTION 3.12 – LEAVE OF ABSENCE:

- a. Employees may be granted leave of absence without pay in accordance with applicable federal laws and regulations.
- b. An employee returning to duty from an approved leave of absence will be returned to the position held at the time his leave commenced, unless prevented by extenuating circumstances. The Employer is required to notify employees of any changes which occur in their full-time position during a leave of absence.
- c. It is the individual's responsibility to provide the Employer with an address where he may be reached during a leave of absence.

SECTION 3.13 – LAW ENFORCEMENT LEAVE:

Law enforcement leave will be administered IAW applicable laws, rules, and regulations.

## ARTICLE 4

### LABOR ORGANIZATION REPRESENTATION

#### SECTION 4.1 – POLICY:

SHOP STEWARDS: The shop steward is an official labor organization representative. The supervisor of the section concerned will consult with the steward designated for their area on any matter which will affect the conditions of employment of the employees within their section prior to any notification of the employees concerned. It is understood that the steward may speak for the employees of the section, but will not make decisions on contractual intent.

#### SECTION 4.2 – STEWARDS:

- a. The employer will recognize the elected officers and shop stewards duly designated by ACT. The number of stewards required shall not exceed more than one (1) for each fifteen (15) members of the bargaining unit.
- b. The labor organization may designate a temporary steward in the event four (4) or more bargaining unit members are sent TDY. This steward will be selected from the members going TDY. ACT shall maintain and submit to the Employer a current list of all duly elected officers and authorized stewards, identifying the group of employees and area the steward normally represents. This does not prevent a steward from representing bargaining unit members outside his/her normal area. Unless so designated by ACT, no employee may be recognized as an ACT steward.

#### SECTION 4.3 – VISITING REPRESENTATIVES:

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

#### SECTION 4.4 – REPRESENTATION DURING TEMPORARY DUTY ASSIGNMENTS:

In the event of TDY, when there is a requirement for employees to participate in the TDY, a member of the Labor Organization 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 Labor Organization representative will have the authority to bring such concerns to the attention of the designated mission commander or the supervisor in charge of resolution. When a 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.

## ARTICLE 5

### GRIEVANCE PROCEDURES

#### SECTION 5.1 – GENERAL:

- a. A grievance means any complaint:
  - (1) By an employee concerning any matter relating to their employment;
  - (2) By the Labor Organization concerning any matter relating to the employment of any employee; or
  - (3) By any employee, the Labor Organization, or the Employer concerning:
    - (a) The effect or interpretation, or a claim of breach of the agreement; or
    - (b) Any claimed violation, misinterpretation, or misapplication of any law, rule or regulation affecting conditions of employment.
- b. The Employer and the Labor Organization agree that the negotiated procedure is the exclusive procedure available to the Labor Organization and the employee 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, October 13, 1978. It is agreed that this negotiated procedure is a full coverage procedure except for those matters specifically excluded from the coverage of this agreement.
- c. The Employer and the Labor Organization agree that normal day-to-day discussions between employee 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 employees' grievances.
- d. It is the policy of the Employer that all employees have a right to present their grievances to the appropriate management officials for prompt consideration and resolution. In exercising this right, the employee and his representative will be free from restraint, coercion, discrimination, or reprisal.
- e. An individual's NGB Form 904-1, Supervisor Record of Employment or Supervisor's Employee Brief, will not be disclosed to any unauthorized personnel. Release of this record to a third party will only be accomplished with the consent of the individual, or in accordance with the Privacy Act.
- f. A grievance file may be maintained by the Employer and the Labor Organization.
- g. Matters excluded from the negotiated grievance procedure are:

- (1) Any claimed violation relating to prohibited activities (Hatch Act violations).
  - (2) Retirement, life insurance, or health insurance.
  - (3) A suspension or removal under 7532 (National Security) of Title 5 U.S.C.
  - (4) Any examination, certification, or appointment.
  - (5) The classification of any position which does not result in the reduction in grade or pay of an employee.
  - (6) Actions covered by the statutory appeals procedure contained in 32 U.S.C. SEC 709(f)(4).
- h. An aggrieved employee may raise equal employment opportunity (EEO) complaints under statutory or negotiated grievance procedures, but not both.

#### SECTION 5.2 – REPRESENTATION:

- a. The Labor Organization has the right, on its own behalf or on the behalf of an employee in the bargaining unit represented by the exclusive representative, to present and process grievances. If the employee or group of employees elects to present their grievance to the appropriate supervisor without the assistance of the Labor Organization, adjustment of the grievance may not be inconsistent with the terms of this agreement. The appropriate supervisor will notify the Labor Organization in advance of grievance proceedings and inform them of their rights to be represented during such proceedings.
- b. An employee may be represented by the Labor Organization or choose to represent himself in any grievance or appeal action. Both the employee and the representative, if the representative is an employee in the New Hampshire National Guard, will be given official time to investigate, prepare and present the grievance. (See Article 3). In all cases where an employee is represented, the representative will be required to adhere to the same rules of conduct and procedures as the employee.
- c. Personnel not appointed by the Labor Organization as officers or stewards will not be allowed to perform official representational functions, nor will they be allowed the use of official time. The Labor Organization may appoint bargaining unit representatives telephonically with the appointment to be accomplished in writing within five (5) working days.
- d. The Labor Organization agrees to appoint Union officials consistent with the terms of this agreement. In those instances where the appointed official is not available, the Labor Organization may appoint an alternate official to act on its behalf.

### SECTION 5.3 – GRIEVANCE PROCEDURES:

An employee having a grievance will take the following actions:

**Step 1.** A grievance shall be made informally and orally to the employee’s immediate supervisor by the aggrieved employee or his representative if desired. A prompt effort will be made by the supervisor to reach an amicable settlement. Request for exceptions to the fifteen (15) working day limitation may be made, in writing, by the grieved employee to the immediate supervisor.

**Step 2.** If a grievance is not settled satisfactorily by the immediate supervisor within four (4) working days, the grievance will be presented, in writing by the employee or representative, to the next level of supervision within ten (10) working days of receipt. (See Sample Grievance Form).

**Step 3.** If a grievance is not settled satisfactorily at this stage, the employee may, within five (5) working days, present the matter in writing to include the resolution sought, to the appropriate management official. The appropriate management official, or his representative, will, within five (5) working days after receipt, hold a meeting with the employee and labor organization representative, if requested, in an effort to solve the grievance to the satisfaction of all concerned. The appropriate management official will give his decision within five (5) working days after the meeting.

**Step 4.** If the grievance is not settled satisfactorily by the appropriate management official or his representative, the employee, with the cooperation of the labor organization, may appeal the decision to The Adjutant General (TAG) within fifteen (15) working days. TAG or his representative will process the grievance within twenty (20) working days unless the complexity and nature of the grievance dictates a longer time, as mutually agreed upon between TAG and ACT.

### SECTION 5.4 – LABOR ORGANIZATION GRIEVANCE:

- a. Labor Organization initiated grievances will name the appropriate management official as the respondent. The Labor Organization agrees to consider an attempt to informally resolve the grievance at an appropriate level prior to formal presentation.
- b. The following procedures will be utilized for all labor organization grievances:

**Step 1.** The grievance will be prepared in writing and submitted to the appropriate management official. The event(s) leading to the grievance will be discussed with the appropriate management official at the time of the presentation of the grievance. An information copy of the grievance, as received, will be forwarded to the HRO. The appropriate management official will provide a decision, in writing, within fifteen (15) days, to the Labor Organizations Chapter President.

**Step 2.** If the Labor Organization is dissatisfied with the decision of the appropriate management official, an appeal will be forwarded to TAG within fifteen (15) working days. The Labor Organization will be provided a decision within fifteen (15) working days. If TAG does not sustain the grievance, a reason, in writing, will be forwarded to the Labor Organization.

#### SECTION 5.5 – MISCELLANEOUS:

- a. If the grievance is not resolved, the Labor Organization or the Employer may invoke binding arbitration, but must do so within thirty (30) days of receipt of a response to the final step of the grievance process or knowledge of the event necessitating arbitration. Individual employees do not have the right to invoke binding arbitration.
- b. A reasonable amount of time in a paid status will be granted to the aggrieved employee and his labor organization representative for processing of the grievances.
- c. A copy of the Report of Decision will be furnished to the employee presenting the grievance and to his/her representative.
- d. Upon request and subject to law, rule or regulation, management will supply the Labor Organization with any official investigation reports and or official documents, excluding work product, used in their original action when denying a grievance. This is to insure the Labor Organization has all the necessary information for a determination to invoke or not invoke the provisions of Article 6.

#### SECTION 5.6 – TIME LIMITS:

- a. A grievance will be presented no later than fifteen (15) working days after the grievance took place or the labor organization or the employee becomes aware of the events that constitute the grievance, whichever is later.
- b. All time limits provided for herein may be extended by mutual agreement for valid reasons, provided a request for extension of time is presented prior to the expiration of the prescribed time limit.

#### SECTION 5.7 – CANCELLATION OF GRIEVANCES:

A grievance will be canceled under the following conditions:

- a. At the written request of the aggrieved employee.
- b. Upon termination of the employees employment with the organization, unless there are action pending which affect the employees entitlements or pay.
- c. Upon the death of the employee, unless the grievance involves a matter of monetary entitlements to the beneficiaries.



## ARTICLE 6

### ARBITRATION PROCEDURES

#### SECTION 6.1 – POLICY:

The Labor Organization or the Employer may invoke binding arbitration when a grievance is not resolved. If either party questions the arbitrability of a matter because it conflicts with any applicable existing law or circumstance, the arbitrator will rule on the matter of arbitrability prior to rendering his decision on the merits of the grievance. Any decision rendered by the arbitrator in the above circumstances may be as provided for by law.

#### SECTION 6.2 – ISSUE(S) FOR ARBITRATION:

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

#### SECTION 6.3 – PROCEDURES:

When arbitration is invoked by either party, the party invoking arbitration may request a list of seven arbitrators from the Federal mediation and Conciliation Service (FMCS). Within ten (10) workdays of receiving the list, both parties shall meet to select an arbitrator. If agreement cannot be reached regarding the selection of an arbitrator, then the parties shall alternately strike one name each from the list until only a single name remains. The one name remaining will then be the duly selected arbitrator. The Labor Organization shall strike the first name. If either party fails to participate in the selection process, the arbitration action will proceed with the requesting party accomplishing the selection action.

#### SECTION 6.4 – PAYMENT OF FEES:

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

#### SECTION 6.5 – CONDUCT OF HEARING:

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

SECTION 6.6 – ARBITRATION DECISIONS:

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

SECTION 6.7 – EXCEPTIONS TO AWARD:

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

SECTION 6.8 – TRANSCRIPTS:

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

## **ARTICLE 7**

### **MEDIATION**

#### **SECTION 7.1 – POLICY:**

The Employer and the Labor Organization 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 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 8

### UNFAIR LABOR PRACTICES

#### SECTION 8.1 – RESPONSIBILITIES:

- a. Employer responsibilities: The Employer shall not:
  - (1) Interfere with, restrain, or coerce an employee in the exercise of the rights assured by terms of this agreement and Public Law 95-454, October 13, 1978;
  - (2) Encourage or discourage membership in the Labor Organization by discrimination in regard to hiring, tenure, promotion, or other conditions or employment;
  - (3) Sponsor, control, or otherwise assist any labor organization, except that the Employer may furnish customary and routine services and facilities under PL 95-454, when consistent with the best interests of the Employer, its employees, and the organization;
  - (4) Discipline or otherwise retaliate against an employee because he has filed a complaint or given testimony under PL 95-454;
  - (5) Refuse to accord appropriate recognition to the Labor Organization; or
  - (6) Refuse to consult, confer, or negotiate with the Labor Organization as required by PL 95-454.
  
- b. Labor Organization responsibilities: The Labor Organization shall not:
  - (1) Interfere with, restrain, or coerce employees in the exercise of his rights assured by PL 95-454;
  - (2) Attempt to induce the Employer to coerce an employee in the exercise of their rights under PL 95-454;
  - (3) Coerce, attempt to coerce, or discipline, fine, or take other economic sanction against a member of the Labor Organization as punishment or reprisal for, or for the purpose of hindering or impeding his work performance, his productivity, or the discharge of his duties owed as an officer or employee of the United States;
  - (4) Call or engage in a strike, work stoppage, or slowdown; picket the Employer in labor-management dispute; or condone any such activity by failing to take affirmative action to prevent or stop it;
  - (5) Discriminate against an employee with regard to the terms or conditions of membership because of race, color, creed, sex, age, or national origin or

- (6) Refuse to consult, confer, or negotiate with the Employer as required by PL 95-454.
- c. The Labor Organization shall not deny membership to any employee in the appropriate bargaining unit except for failure to meet reasonable occupational standards uniformly required for admission, or for failure to tender initiation fees and dues uniformly required as a condition of acquiring and retaining membership. This paragraph does not preclude the Labor Organization from enforcing discipline in accordance with procedures under its constitution or by-laws which conform to the requirements of PL 95-454.
- d. Issues which can properly be raised under an appeals procedure may not be raised under this section. Issues which can be raised under grievance procedure may, at the discretion of the aggrieved party, be raised under that procedure or the complaint procedure under this section, through the exclusive representative, but not under both procedures. Appeals or grievance decisions shall not be construed as unfair labor practice (ULP) decisions under PL 95-454, nor as precedent for such decisions. All complaints under this section that cannot be resolved by the parties shall be filed with the Federal Labor Relations Authority (FLRA). The parties agree to allow a fifteen (15) day period for informal ULP resolution before filing charges with the FLRA. The parties also agree to provide a copy of the basic charges to be presented in the ULP.

## ARTICLE 9

### CONDUCT, DISCIPLINE, AND ADVERSE ACTIONS

#### SECTION 9.1 –EMPLOYEE CONDUCT:

Under the law a person may not accept or hold a position in the Government of the United States if such person:

- a. Seeks the overthrow of our constitutional form of government by force or violence or other unlawful means;
- b. Is a member of an organization that seeks the overthrow of our constitutional form of government by force or violence or other unlawful means; or
- c. Participates in a strike against the Government of the United States or the Government of the District of Columbia.

#### SECTION 9.2 – ADDRESSING MISCONDUCT:

The parties recognize that non-disciplinary action is communication from a supervisor requiring an employee to stop or to not repeat misconduct. Corrective action will be taken for the sole purpose of corrective actions. The Employer may consider whether corrective action, through close supervision, training, counseling, written admonitions, may adequately address an employee's disciplinary problem. When possible, the concept of progressive discipline will be followed. A disciplinary sequence may include: counseling; written admonishment; letter of reprimand; suspension; etc.

- a. Non-disciplinary actions:
  - (1) Start with oral counseling and is the first step in progressive discipline. An oral counseling is a meeting between a supervisor and an employee and, if so designated, the employee's representative. During the meeting, the employee will be advised of the specific infractions(s) and the date(s) of occurrence. The employee will be given an opportunity to provide an explanation of the event in question.
  - (2) Written admonishments are appropriate if, after counseling, the misconduct continues or is repeated but non-disciplinary action is still appropriate. Notation of written admonishment (date and subject) will be made by pencil entry on NGB Form 904-1 or the Supervisor's Employee Brief by the supervisor and should be initialed by the employee to verify the authenticity of the entry. Any such entry will normally be deleted after a one (1) year period, providing it does not relate to a continuing problem. Because the information contained on NGB Form 904-1 or Supervisor's Employee Brief is of a personal nature, access will be limited to appropriate management officials, the employee concerned and to individuals whom the employee has given written permission; i.e. EEO counselor or labor representative.

- (3) An appeal of a written admonishment may be made through the negotiated grievance procedure. A successful appeal would cause any record of the admonishment to be deleted.

b. Disciplinary actions:

- (1) Formal disciplinary actions consist of written reprimands.
- (2) Written reprimand: A letter of reprimand is normally issued when written admonishments have proven ineffective, however, an incident of serious misconduct may warrant a written reprimand as the first formal disciplinary action. Before disciplining an employee in this manner, a supervisor will gather available information and discuss it with the employee informing him of the reason for the proposed action. After considering the employee's response, the supervisor will advise the employee of his decision either that the situation has been resolved, or of his intention to proceed. If a letter of reprimand is decided upon, it must:
  - (a) Describe the offense in sufficient detail to enable the employee to understand why the reprimand is being given.
  - (b) Inform the employee that the letter will be filed as a temporary document in the OPF until a specific date. Retention period may not exceed one (1) year, providing it does not relate to a continuing problem.
  - (c) Inform the employee that he may file a grievance through the negotiated grievance procedures.
- (3) An appeal of a letter of reprimand may be made through the negotiated grievance procedures. A successful appeal would cause the reprimand to be withdrawn and any record of the reprimand to be deleted. Once the reprimand is withdrawn from the OPF, it may not be referenced as a previous disciplinary action, nor may it be used to support any later adverse action.

SECTION 9.3 – ADVERSE ACTIONS:

a. Disciplinary adverse actions:

- (1) Disciplinary adverse actions consist of change to lower grade, suspension, and removal. It will be accomplished with NGB guidance.
- (2) Several methods of appeal are available to employees:

- (a) Appellate Review

-or-

- (b) Administrative Hearing
- (c) Negotiated Grievance Procedure
- (d) Merit System Protection Board (MSPB) fifteen-day suspension or more, changed to lower grade, or removal may be used after a final agency decision is made.

(3) Stays of disciplinary adverse action:

- (a) If an employee appeals a disciplinary or adverse action through an applicable appeal or grievance procedure, the disciplinary or adverse action will be stayed pending the final decision of the Adjutant General.
- (b) A stay of a proposed disciplinary or adverse action may be granted pending the outcome of a third party ruling when the Labor Organization can substantiate that the grievance is based on a significant procedural violation.

b. Non-disciplinary adverse actions:

Non-disciplinary adverse action means personnel action taken as a result of an administrative decision, such as termination, furlough without pay, or the reduction in pay or compensation of an employee. The parties recognize that this type of adverse action is not taken as a result of a disciplinary action against an employee. The Employer agrees to submit to advisory arbitration any adverse action against an employee, if so requested by the Labor Organization and the employee. It is further agreed that the Adjutant General would then render his/her final decision without further review. If advisory arbitration is invoked, the Labor Organization will pay all costs for fees, per diem, and travel expenses of the arbitrator to include any costs for stenographic services to include reproduction of transcripts.

SECTION 9.4 – DISCIPLINARY ACTION PROCEDURES:

- a. In order to be effective, constructive discipline must be timely. Disciplinary actions should be initiated in a reasonable amount of time after the offense becomes known to the individual's supervisor. Appropriate justification will be provided when this requirement cannot be adhered to.
- b. The employee may request representation at such counseling sessions if it is suspected that the counseling actions may lead to formal disciplinary or adverse action. The crime provision and cases of misconduct, as provided for in Government-wide regulations, may serve as a reason to effect action without prior counseling. In cases of misconduct affecting the safety of personnel or resources, the Employer agrees to examine temporary reassignment options as part of the disciplinary action processing procedures.

- c. When it is decided that formal disciplinary action is required, the Employer will prepare a notice of proposed action in which the action proposed and the reasons for the proposed action will be documented. The advance notice will be prepared in letter format and will give the employee a minimum of thirty (30) days advance notice, except in cases where it can be conclusively demonstrated that retention of the employee for the thirty (30) day notice period would jeopardize the safety of other employees.
- d. The advance notice of proposed adverse action will cite specific incident(s) and date(s) of occurrence of the event(s) upon which the disciplinary action is based. The notice will state that the employee has the right to representation and that he and/or his representative have the right to reply orally and/or in writing stating the reasons why the proposed action should not be taken. The time period authorized for the response and the name of the person to whom the response may be presented will be indicated in the advance notice of proposed action.
- e. The supervisor designated to receive the employee's reply will consider reasonable requests for extension of the reply period if the employee can demonstrate that extenuating circumstances prevent him from replying during the established time period. The supervisor designated to receive the reply will receive the written or oral response, or both, and will consider the information presented by the technician and his representative, if one is requested. After review of the reply, he will issue an original decision. The supervisor's original decision may sustain, decrease, or entirely remove the proposed adverse action. However, under no circumstance will the final adverse action be more severe than the proposed adverse action.
- f. If the original decision is appealed, the Adjutant General will issue his final decision within thirty (30) calendar days of receipt of the request for an appellate review or receipt of the recommendation from the appointed hearing examiner. This decision may be delayed should there be mitigating circumstances warranting such a delay.

#### SECTION 9.5 – REPRESENTATION:

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

## ARTICLE 10

### HEALTH AND SAFETY

#### SECTION 10.1 – GENERAL:

- a. The Employer, to the full extent of its authority, will make every effort to provide safe and healthful working conditions in accordance with Occupational Safety and Health Act of 1970, as implemented by Executive Order for Federal Employees, Part 1960. Appropriate supplies, equipment, and services will be furnished by the Employer at no cost to the employee to achieve this purpose.
- b. The Employer agrees to provide federally approved personal protective equipment and approved safety equipment. Employees are required to use such items provided. The employee is responsible for obtaining a medical certificate to indicate why the employee cannot wear the standard personal protective equipment provided.
- c. CPR training will be provided annually to all employees who require it IAW applicable regulations.
- d. Resources permitting, the employer will maintain bathroom areas using custodial personnel or contracts. Should a temporary resource shortfall occur, management and ACT will work together to insure that sanitation standards are maintained. Question of adequacy and maintenance will be resolved jointly by management and ACT.

#### SECTION 10.2 – LOCAL SAFETY COMMITTEE:

The employer agrees the Union will have representation at all safety meetings.

#### SECTION 10.3 – WORK SITUATIONS:

- a. Applicable safety directives will not be violated in the performance of an employee's duties. Assigned duties that violate safety directives will be brought to the attention of the immediate supervisor at once.
- b. An employee has the right to decline to perform his or her assigned task because of reasonable belief, that under the circumstances the task poses an imminent risk of death or serious bodily harm, coupled with a reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures. Such refusal will not subject the employee to punitive or disciplinary action.
- c. An employee may refuse to perform a task when both of the following criteria are met:
  - (1) There is a reasonable probability that there exists an imminent risk of life or of serious bodily harm; and

- (2) There is insufficient time for the individual to have the situation resolved by any method other than refusing to perform the task.
- d. Imminent danger is defined as any conditions where there is reasonable certainty that a danger exists that can be expected to cause death or serious physical harm immediately or before the danger can be eliminated by redress through normal hazard reporting and abatement procedures.
- e. An employee assigned emergency duties related to safety will be provided any protective equipment normally prescribed for such emergency conditions at the time the employee is assigned the duty.
- f. Areas in which handicapped employees are working will be identified so as to insure their safety in an emergency situation.
- g. The Employer will take action immediately upon notification of an imminent danger to personnel in a work area to:
  - (1) Evacuate all endangered employees from the affected area (situation requiring). Areas in which handicapped employees are located will be given priority consideration.
  - (2) Eliminate the condition.
  - (3) Notify the local safety committee of the situation (by the supervisor in charge).
  - (4) Notify the shop steward when the situation has been rectified (by the supervisor in charge).
- h. When a employee is attending training pertaining to health or safety, such as CPR, first aid, fire-fighting, the group facilitator or instructor will determine start time, breaks, and dismissal time. If an employee is released from the training program by the instructor, he will be expected to return to the duty station if there is productive time remaining in the normal workday.

#### SECTION 10.4 – SAFETY PUBLICATIONS:

The Employer agrees to request from the originating agency those publications required in the administration of the employees' health and safety program. Upon receipt, the Employer will make available those publications to the appropriate activity and make known to the local safety committee their availability so as to provide access to them by employees.

#### SECTION 11.5 – SAFETY INSPECTIONS AND ACCIDENT INVESTIGATIONS:

When Safety Inspections of employee work areas are to be conducted, an official of the Labor Organization who represents that area will be given the opportunity to accompany the OSHA or

State Safety Inspector. The Employer will notify the Labor Organization when advised that an outside agency is scheduled to conduct a safety survey, inspection or accident investigation within a specified employees work area.

In certain types of accident investigations, the Labor Organization may be precluded by higher agency regulations from actual participation in the investigation, but in such cases, will never the less be advised of its progress and eventual results.

#### SECTION 10.6 – MEDICAL SURVELLIENCE PROGRAM:

- a. The Employer agrees to establish a medical surveillance program for the express purpose of monitoring the health of employees whose occupation exposes them to toxic agents and/or other accumulative hazardous working conditions.
- b. Medical surveillance records are for official use only and will not be released to any third party, unless:
  - (1) The third party request is based on an official need-to-know; and
  - (2) There is an employee-generated Privacy Act release form on file.

#### SECTION 10.7 – HEALTH BENEFITS:

During the annual open season period, the Employer, where possible, will have representative(s) of the major insurance plans available to explain benefits and variations or each plan. Dates and places will be established by the Employer and the insurance carrier.

#### SECTION 10.8 - EMERGENCY DATA RECORD:

Employees shall immediately report work connected injuries or illnesses to their supervisor IAW Federal Employees' Compensation Act (FECA).

#### SECTION 10.9 – TOBACCO POLICY:

The Tobacco Policy will be IAW and subject to the most current versions of TAG Policy and government wide regulations.

#### SECTION 10.10 – EXTREME WEATHER CONDITIONS:

The Supervisor will be responsible for briefing extreme weather conditions. The Agency will provide an appropriate distribution of safety information at all work sites.

#### SECTION 10.11 – TDY SAFETY:

When employees are sent to repair equipment out of commission at other than home station, full consideration will be given by the employer to the method, the means, and the appropriate

number or personnel by which such repair should be accomplished, to ensure both expeditious job accomplishment and safety of personnel.

SECTION 10.12 – PHYSICAL FITNESS:

The Physical Fitness Policy will be IAW and subject to the most current versions of TAG Policy and government wide regulation.

## **ARTICLE 11**

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

#### SECTION 11.1 – POLICY:

The Employer and the Labor Organization have as their objective the elimination or reduction to the lowest level possible all hazards, physical hardships, and working conditions of an unusually severe nature. When the Employer's action does not overcome the unusually severe nature of the hazard, physical hardship, or working condition, an environmental or hazardous differential may be warranted. Employees will be granted environmental differential pay (EDP) or hazardous duty pay (HDP) in accordance with applicable laws, rules, and regulations.

## ARTICLE 12

### POSITION DESCRIPTION AND CLASSIFICATION

#### SECTION 12.1 – SCOPE OF EMPLOYMENT:

Upon appointment, an employee will be assigned to duties in accordance with the employee's position description. Each employee will be provided with a copy of the position description for the position to which assigned. The employee position description prescribes the work relationships, scope, principal duties, qualifications required, related experience and training requirements, and training standards. Employees will normally not be required to perform non-mission related duties on a recurring basis when such duties could adversely affect the employees pay grade. Upon the employee's request, the agency will meet with the affected employee and the Labor Organization to discuss the assigned additional duties and to answer any questions, such as whether they would adversely affect the employee's grade or whether detailing would be more appropriate.

- a. The term "Other duties as assigned", as part of the position description, is defined to mean reasonably related duties to the job/position, and should be the same level and classification that the individual is currently graded. This does not preclude management from assigning additional, though unrelated, duties. If unrelated duties are assigned on a routine basis, the position description should be amended to include such duties. Work assignments shall not be in violation of prohibited personnel practices nor any relevant law, rule, regulation or this agreement.
- b. It is acknowledged that there are vacancies that exist from time to time that are not or cannot be filled due to management decisions; in which these duties may be distributed among the remaining work force in the area of concern.

#### SECTION 12.2 – CHANGE IN POSITION DESCRIPTION:

Changes in a position description will be made available to, and discussed with, the employee concerned. Supervisors will explain to employees the basis of classifications of their positions and give each employee an opportunity to resolve questions as to adequacy and accuracy of duties and responsibilities in his position. The employee will be notified in advance when an action is to be taken which will have an adverse effect of his pay or status.

#### SECTION 12.3 – APPEALS:

An employee has the right to appeal the classification of the position to which he is officially assigned. An employee desiring to file a classification appeal shall first discuss the matter with his supervisor. A Labor Organization representative may be present at the meeting if the employee so desires. The employee may present the classification appeal or may select a representative of his own choosing to assist in preparing the written appeal. The Human Resource Office (HRO) shall advise and assist employee on procedural aspects of filing classification appeals.

#### SECTION 12.4 – REVIEW OF POSITION DESCRIPTION:

- a. The Employer and the Labor Organization will encourage employees to periodically review their position description for the position they occupy and to report significant changes in responsibilities and duties to their supervisor. An employee's official position description will be reviewed every year. Changes to an official position description may be initiated by the employee 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 the HRO/NGB for settlement. The Labor Organization will be involved in the process, consistent with Federal statutes.
- b. The Employer agrees to conduct appropriate arrangement when there are significant changes in the organizational structure which affects the employee's work force. Subject bargaining will provide the opportunity for the Labor Organization to review the procedures followed by the Agency and will also provide an opportunity to review the revised position descriptions, when appropriate.
- c. OPM or NGB grading standards, as appropriate, will be provided to the Labor Organization upon request.

#### SECTION 12.5 – POSITION CLASSIFICATION:

- a. The Labor Organization may make recommendations and present supporting evidence concerning the adequacy and equity of a standardized position description or position classification of positions held by an employee in the bargaining unit. The Employer agrees to review the presentation and advise the Labor Organization of the results of its review.
- b. The Employer agrees to inform the Labor Organization as soon as possible when significant changes will be made in the duties and responsibilities or positions held by an employee in the bargaining unit due to reorganization or when changes in position classification standards result in classification changes or when changes will be made in position classification standards which could result in classification changes.

## ARTICLE 13

### PERFORMANCE APPRAISAL SYSTEM

#### SECTION 13.1 – POLICY:

- a. This article addresses the employee’s performance appraisal system as it applies to bargaining unit members.
- b. The performance appraisal system will be administered IAW applicable laws, rules, and regulations.

#### SECTION 13.2 – RESPONSIBILITIES:

Examples of Supervisors and employee’s responsibilities are outlined below:

- a. Supervisors responsibilities may include:
  - (1) Executing the requirements of this subchapter in a manner consistent with merit system principles set forth in Title 5, US.C., Chapter 23;
  - (2) Ensuring that employees are trained in the Defense Performance Management and Appraisal Program (DPMAP);
  - (3) Clearly communicating the performance plan to employees, and holding employees responsible for accomplishing their critical elements and performance standards;
  - (4) Aligning performance plans and employee development with organization mission and goals;
  - (5) Developing written critical performance elements and their performance standards and ensuring performance plans include all of these elements and standards;
  - (6) Providing employees meaningful, constructive, and candid feedback relative to their performance, including at least one documented interim review;
  - (7) Ensuring employees are aware of the opportunity to provide a self-assessment;
  - (8) Fostering and rewarding excellent performance;
  - (9) Addressing poor performance;

- (10) Making meaningful distinctions among employees based on their performance and the employee's contributions aligned with the strategic goals and objectives;
- (11) Completing closeout assessments, annual appraisals, and special purpose appraisals, as appropriate; and
- (12) Ensuring that eligible employees are assigned a rating of record as prescribed by this regulation.

b. Employee responsibilities may include:

- (1) Engage in dialogue with supervisors to develop written critical performance elements and their performance standards.
- (2) Identify and record their accomplishments and results throughout the appraisal period;
- (3) Participate in interim reviews and the end-of-year assessments, including the self-assessment; and
- (4) Understand the link between their performance standard, conduct, and organization mission and goals.

SECTION 13.3 – APPEALS:

- a. An employee desiring to file an appeal will forward a written request within the time lines formulated in CNGBI 1400.25, Vol. 431. As a minimum, the appeal request will contain the following information:
  - (1) Name of the technician filing the appeal.
  - (2) Organization.
  - (3) The appraisal being appealed, to include the time period covered by the appraisal.
  - (4) Information which serves as the basis for an appeal, to include reasons why the appraisal should be changed.
  - (5) Date the notice of appraisal was received by the technician.
  - (6) Employee's representative, labor or other, if so requested by the employee.
- b. Appeals must be addressed and forwarded to:

ATTN: HRO NGNH-J1-HRO  
New Hampshire National Guard  
Military Reservation, 1 Minuteman Way  
Concord, NH 03301

- c. The Adjutant General or his/her designee will issue his final decision within thirty (30) calendar days of receipt of the recommendation from the State Review and Appeals Board. This decision may be delayed, should there be mitigating circumstances warranting such a delay.

## ARTICLE 14

### INCENTIVE AWARDS

#### SECTION 14.1 – GENERAL:

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

#### SECTION 14.2 – PROGRAM OBJECTIVES:

Incentive awards will be administered IAW applicable laws, rules, and regulations.

#### SECTION 14.3 – PROGRAM SCOPE:

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

- a. Suggestions
- b. Inventions
- c. Sustained superior performance (SSP) (cash awards)
- d. Length of service recognition
- e. Honorary awards and other methods of recognition
- f. Letters of commendation or appreciation
- g. Quality salary increases (QSI)
- h. On-the-Spot cash awards
- i. Time Off Awards

#### SECTION 14.4 – PROGRAM ADMINISTRATION:

- a. The parties agree that the details outlining the purpose, scope, and administrative procedures relating to the Incentive Awards Program are published in TPR 451 and further defined, as pertains to members of the bargaining unit, in this article.
- b. In the event TPR 451 is revised during the term of this agreement, the Employer agrees to conduct appropriate arrangement bargaining with the Labor Organization on matters concerning the Incentive Awards Program which may impact on this agreement.

#### SECTION 14.5 – INCENTIVE AWARDS COMMITTEE:

The incentive awards committee will be established by the Employer and will serve all employees in the State. The Labor Organization will submit nominations for committee membership upon request. The chairperson will be appointed by the Employer. The labor organization has the option to send a representative to any incentive award committee meeting.

#### SECTION 14.6 – PROGRAM PROMOTION:

- a. The Employer agrees to provide for maximum publicity of the employees Incentive Awards Program. This publicity shall be in an appropriate format; e.g., posters or articles in material published by HRO so as to attract broad and continued attention to the program at various work locations.
- b. Upon request, the Employer will provide the Labor Organization Presidents information on approved incentive awards.

## ARTICLE 15

### MERIT PROMOTION AND PLACEMENT OPPORTUNITIES

#### SECTION 15.1 PURPOSE:

The purpose of this regulation is to prescribe policy and procedures for filling employee vacancies in the New Hampshire National Guard.

#### SECTION 15.2 – POLICY:

The Merit Placement Plan will be implemented IAW applicable laws, rules, and regulations.

#### SECTION 15.3 – SCOPE:

This plan encompasses all employee vacancies in the New Hampshire National Guard. It will be used in filling vacancies in the excepted and competitive service through initial appointment, promotion, reassignment, reinstatement, demotion and transfer.

#### SECTION 15.4 – RESPONSIBILITIES:

- a. The Adjutant General is the appointing authority for the New Hampshire National Guard and is the highest level of authority in the State concerning the overall application of this merit placement plan.
- b. The Human Resource Office (HRO) is responsible to the Adjutant General to insure that the requirements of this merit placement plan are carried out. The HRO will:
  - (1) Develop, Maintain, evaluate and revise the program as necessary.
  - (2) Assure compliance with the program.
  - (3) Provide guidance and assistance to commanders and supervisors concerning their responsibilities under this plan.
  - (4) Assure that candidates are properly evaluated and certified for placement.
  - (5) Maintain necessary records.
- c. Managers and supervisors will:
  - (1) Assure that employees under their supervision are aware of this plan.
  - (2) Assure that actions effected within their area of responsibility are based on merit without discrimination.

- (3) Encourage employees under their supervision to participate in developmental opportunities and to apply for vacancies for which qualified.
  - (4) Recommend changes to this plan to the HRO.
  - (5) Assure that employees under their supervision who are absent less than two (2) years (military, injury etc.) are considered for vacancies for which they are qualified.
- c. Individual employees are responsible for:
- (1) Pursuing developmental opportunities in preparing to assume higher level duties.
  - (2) Familiarizing themselves with the provisions of this plan.
  - (3) Assuring that application forms and Official Personnel Folders (OPFs) contain accurate and current information concerning qualifications and self-development activities.
  - (4) Arranging with their supervisors to submit applications for vacancies when temporarily absent from their jobs.

SECTION 15.5 – OBJECTIVES OF MERIT PROMOTION AND PLACEMENT  
REGULATION:

- a. To bring the attention of management, on a timely basis, qualified applicants from whom to choose.
- b. To give employees an opportunity to receive fair and appropriate consideration for higher level jobs.
- c. To insure maximum utilization of employees.
- d. To provide an incentive for employees to improve their performance; and to develop knowledge, skills, and abilities (KSA).

SECTION 15.6 – MANAGEMENT RIGHTS:

Recognizing that it is essential to the accomplishment of the mission of the New Hampshire National Guard that vacancies be filled with the best qualified individuals available management retains the right to:

- a. Select or not select from among a group of best qualified candidates.
- b. Select candidates from any appropriate source most likely to best meet the mission objectives of the New Hampshire National Guard.

## SECTION 15.7 – EXCEPTIONS TO COMPETITION:

Actions exempt from Competition:

- a. Promotion due to issuance of new classification standards or the correction of a classification error.
- b. Placement of over graded employees entitled to grade retention as a result of RIF or reclassification, or management directed change to lower grade.
- c. Promotion when competition was held earlier (i.e., vacancy advertised with known promotion potential).
- d. Re-promotion to a grade or an intervening grade or position from which an employee was demoted without personal cause and not at his or her request.
- e. Promotion resulting from a employee's position being reclassified at a higher grade because of additional duties and responsibilities.
- f. Position change to a position having no higher promotion potential.
- g. Position change required by RIF regulations.
- h. Selection of a former employees from the Priority Placement Program (PPP) for a position at the same or lower grade than the one last held.
- i. Prior permanent DOD employee (excepted and competitive) who:
  - (1) Was in tenure 1 at time of separation may be reemployed to a position at the same or lower grade as the position from which separated.
  - (2) Was in tenure 2 may be reemployed without competition within three (3) years of separation to a position at the same or lower grade as the position from which separated.
- j. Placement as a result of priority consideration when a candidate was not previously given proper consideration in a competitive action.

Employees may be assigned through an internal placement program. When this method is used, employees are placed in positions in the same grade or in positions of a lower grade. These reassignments or changes to lower grades are accomplished without competition.

## SECTION 15.8 – EMPLOYEE VACANCY ANNOUNCEMENTS, APPLICATION PROCEDURES

a. Request for filling Vacancy: When requesting that an employee vacancy be filled, the supervisor will submit an SF 52, Request for personnel Action, to the HRO. Required information on the SF-52 is:

- (1) Position Title, Job number, grade (s) and location.
- (2) Type of appointment.
- (3) Military grade (officer, warrant officer, enlisted) for Title 32 vacancies.
- (4) Recommended area of consideration.
- (5) Recommended selective placement factors.
- (6) Designated security clearance required.
- (7) Medical standards/physical requirements and/or requirements for periodic medical evaluation when applicable.

b. Employee Vacancy Announcement: When a vacancy is not going to be filled as an exception to competition (see Article 15.8, section 2), the vacant position will be announced. As a minimum, the vacancy announcement will contain the following information:

- (1) Areas of consideration.
- (2) Title, series, grade, and salary range of the position.
- (3) Type of appointment - excepted or competitive.
- (4) Military requirements (officer, warrant officer, enlisted) and compatibility requirements for Title 32 vacancies.
- (5) Organizational and geographical location of the position.
- (6) Summary of duties and minimum qualification requirements.
- (7) Information regarding known promotion potential, if applicable.
- (8) Special conditions of employment, or developmental training, if applicable.
- (9) Opening and closing dates and how to apply.
- (10) Equal employment opportunity statement.
- (11) Designated security clearance required.

(12) Medical standards/physical requirements and/or requirements for periodic medical evaluation when applicable.

c. Posting of Announcements: Vacancy announcements will be posted for a minimum of fifteen (15) calendar days. In instances where shorter vacancy announcements are needed, HRO will consult the Union. To insure that all interested persons are aware of the vacancy, announcements will be posted in USA Jobs.

d. Areas of Consideration: The area of consideration for each specific position vacancy announcement will be that deemed most appropriate by the HRO to insure that receipt of sufficient highly qualified candidates. The grade and type of position, availability of candidates, position qualifications, budgetary limitations, and compatibility requirements will be considered in determining the area of consideration. Management can extend the established area of consideration for a particular placement action when it has been determined that the initial area did not produce a sufficient number of highly qualified candidates. Following are the established areas of consideration, which may be further defined and described by applicable collective bargaining agreement: For vacant bargaining-unit positions, the initial area of consideration will be all Excepted Full-Time Permanent employees in the New Hampshire National Guard specifically excluded all AGR personnel. Vacant bargaining-unit positions may be announced concurrently as merit and open. In the event the announcement is concurrent, no bargaining-unit candidates, including any AGR personnel, will not be submitted to the selecting official for consideration until those qualified merit bargaining-unit employees, if any, have been considered and not selected.

Established areas of consideration for Title 32, military technician vacancies are:

Area I - All excepted Full-Time Permanent Title 32 military technicians in the New Hampshire National Guard.

Area II - All members of the New Hampshire National Guard.

Area III - Persons eligible for membership in the New Hampshire National Guard.

e. Packages for qualified applicants will be sent in sequential basis. Area 1 applicants will receive first consideration for internal placement or merit promotion. Area 2 and Area 3 applicants will receive consideration after Area 1 applicants have been interviewed. Certificates Referrals for Area 2 and Area 3 will be sent in order or they may be sent together upon HRO review. All applicants will be uniformly reviewed to determine certificate eligibility. All applicants on the certificate referrals will be offered an opportunity to interview.

f. The "Area of Consideration" block on the vacancy announcement shall contain the statement, "This vacancy will be processed in accordance with Article 16 of the Labor Management Agreement".

Established areas of consideration for Title 5, National Guard Employee vacancies are:

Area IV - All T5 National Guard Employees currently employed with the NHNG

Area V – Military Technicians

Area VI – All current Federal Employees (from any agency)

Area VII – U.S. Citizens

g. Advertisements for Area 4 only are considered Merit Promotion and internal placement. Veteran preference is not applicable for Merit Promotions. Area 4 employees will receive first consideration when positions are announced for Area 4 only, one certificate will be sent to the selecting official. For advertisements open to areas 5-7 or ALL areas, veteran preference eligible applicants will receive first consideration. For advertisements open to areas 5-7 or ALL areas, two certificates will be sent--one for veteran preference and one for non-veteran preference eligible applicants. All applicants on the certificate referrals will be offered an opportunity to interview.

h. Application Procedures: A personal resume will be accepted as a form of application. These basic documents will be used to identify the individual qualifications and therefore must reflect current past employment data, qualifications, and training. Complete and accurate data is essential to insure fair evaluation of candidates. Supplemental forms which reflect the candidates' military qualifications may also be submitted for Title 32 Military Technician vacancies. Applications will be submitted as follows:

- (1) Applications must be received by the HRO no later than 1600 hours on the closing date specified on the vacancy announcement.
- (2) Applicants not currently commissioned or a Warrant Officer, applying for a position requiring commissioned or Warrant Officer status, must submit evidence of eligibility for a commission or appointment. This evidence will be in the form of a statement from the Officer/Warrant Officer Recruiter stating the eligibility of the applicant.
- (3) Employees whose absence may preclude them from having knowledge of, or applying for, a vacancy may request in writing that applications be submitted for them by their supervisor.
- (4) Any supervisor will encourage employees to apply for positions for which employee is especially well qualified.
- (5) Upon specific request of an employee, the supervisor will advise the employee in the technical aspects of filling out an application.

i. The DOD Priority Placement Program for stability of civilian employment must be used for National Guard technician vacancies, if individuals are available and referred. The PPP will be "cleared" before proceeding with action to fill the position.

## SECTION 15.9 – PROCESSING APPLICATIONS:

Subject Matter Expert for the purpose of application review: The Human Resource Office may select a subject matter expert (SME) to assist with identifying the best qualified candidates. A SME is a person with bona fide expert knowledge about what it takes to do a particular job. Superior incumbents in the same, or very similar positions, and other individuals can be used as SMEs if they have current or extensive knowledge about the job requirements.

Selective Placement Factor: Selective placement factors are the knowledge, skills, abilities, (KSAs), or other personal characteristics absolutely essential for satisfactory performance on the job. They will be determined in advance of advertising a position, and will be stated in the vacancy announcements. When used, they are a part of the basic eligibility requirements for the position. The HRO, in conjunction with the immediate supervisor, will establish the other personal characteristics absolutely essential for satisfactory performance on the job.

Conditions of Employment: Conditions of employment are those requirements of the position which are necessary in order to perform the duties of the position (i.e., security, medical or education requirement). In addition, positions may have established requirements which must be met for continued retention (i.e., developmental training). When either condition of employment or requirements for continued position retention have been established, they must be included in the vacancy announcement.

- a. Security Requirements: An employee is subject to the personnel security requirements in accordance with the current regulation. The HRO must determine whether the applicant has the required security clearance for the assignment. If not, the HRO will ensure that the clearance is obtained. When an employee cannot meet the security requirements of the position, removal from the position is required.
- b. Training Requirements: All applicants for a position with a designated developmental training requirement must be informed in advance that failure to complete the required course(s) will be cause for removal from the position. An example of required developmental training is proponent course(s) at the National Guard Professional Education Center.
- c. Medical Standards: Some positions may require special medical standards or physical requirements and may be subject to periodic medical evaluation when applicable.

The Evaluation Procedure: The Human Resource Office will evaluate candidates to determine the identified skills, knowledge, abilities and personal characteristics. The following procedure will apply: Information will be obtained from the Personal Qualifications Statement. (Resume). Skills and knowledge obtained from this form will be rated individually by the HRO representative and the subject matter specialist using the Evaluation of Applicant form in comparison to the KSA. Current performance rating and incentive awards will also be entered on the evaluation form. Points will be totaled and entered on the evaluation. Total scores from the area specialist evaluation and the HRO evaluation will be added together and divided by two to obtain the final score.

#### SECTION 15.10 – EVALUATING CANDIDATES:

Job Analysis: When more than eight (8) candidates are identified through the evaluation process, a job analysis will be conducted by the HRO to determine the knowledge, skills, and abilities (KSAs) that will, in turn, be used to identify high quality candidates for referral to the selecting official IAW applicable laws, rules, and regulations.

#### SECTION 15.11 – REFERRAL AND SELECTION REGISTER:

Normally the top eight (8) candidates determined through the evaluation process will be listed on the Referral and Selection Certificate.

Referral and Selection Procedures: The selecting supervisor will interview each eligible candidate on the certificate. This assures eligible candidates that they are being considered, increases understanding and confidence in the promotion process, and furthers the objective of selecting the best qualified. The selecting official is entitled to select or non-select any candidate referred to him/her.

- a. Selection will be indicated by completing the Referral and Selection Certificate and returning it to the Human Resource Office through appropriate channels.
- b. If all candidates are rejected, the selecting official should return the certificate to the HRO with full justification as to why a selection could not be made.
- c. Selecting officials will contact interviewed applicants who were not selected and make themselves available to the employees regarding what they might do to improve their chances in future actions.
- d. The Selecting official will notify those candidates not selected, in writing, indicating selection was or was not made. Arrange for a release date in coordination with the supervisors concerned. Prepare promotion file (See Section 16.13).

Release of employee Selected for Promotion: The Selecting Supervisor is responsible for requesting the release of the employee selected for promotion. The employee selected will normally be released at the end of the first full pay period after the date of selection or, in the case of an employee selected in advance of an actual vacancy, the end of the first fully pay period following the date on which the position is vacated. If a employee cannot be released at that time without hampering important operations, the release date may be postponed for a period, not to exceed four weeks, which is acceptable to both the losing and gaining offices. In the event an agreement cannot be reached, the decision will be made by the Adjutant General or his/her designee.

Special Promotion Actions:

- a. Temporary Promotions:

- (1) Except when the service is for a brief period (thirty (30) days or less), a temporary promotion generally is the most appropriate means of meeting a situation requiring the temporary service of an employee in a higher grade position. It may be used, for example, when an employee has to perform the duties of a position during the extended absence of the incumbent or to fill a position which has become vacant until a permanent appointment is made. However, temporary promotions will not exceed one hundred and twenty (120) days.
  - (2) Merit promotion procedures are required for temporary promotions exceeding one hundred and twenty (120) days.
  - (1) If the position is to be filled permanently upon expiration of the one hundred and twenty (120) days, merit promotion procedures outlined in this plan must be followed.
- b. Re-promotions:
- (1) Prior to filling any vacancies, special consideration will be given to all qualified employees who have been demoted without personal cause, that is, without misconduct or inefficiency on the part of the employee and not on his/her request.
  - (2) The Human Resource Office will maintain listings of those employees who have been demoted.

#### SELECTION 15.12 – PLACEMENT/PROMOTION RECORDS:

Purpose: Complete promotion records will be maintained by the HRO to:

- a. Provide a clear record of the action taken.
- b. Evaluate the merit placement program.
- c. Provide proof that filling vacancies are being made on a fair and equitable basis in accordance with this plan.

Records Required: Sufficient records are required to allow reconstruction of the placement action. As a minimum, the following information and forms will be retained in the record:

- a. Copy of the vacancy announcement.
- b. List of all applicants' names.
- c. Copy of application documents.
- d. All interview records and forms used in the evaluation and rating process.

- e. Referral and selection certificate signed by selecting official.
- f. Record of the PPP having been cleared (for Title 5 National Guard positions).

Duration: Records will be maintained for a minimum for two (2) years. If a grievance is pending, records will be maintained until resolution.

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

#### SELECTION 15.13 – GRIEVANCES AND COMPLAINTS:

General: A copy of this Labor Management Relations Agreement will be made available for review in all units and activities. Employees who have questions about it or who wish information as to the qualification requirements applied in any promotion action, should contact their supervisors.

Grievances and Complaints: An employee who believes that proper procedures were not followed in a particular placement action for which he/she was an applicant may present a grievance under applicable grievance procedures. A grievance will not be considered when it is based solely on non-selection.

Discrimination Complaints: Allegations of discrimination because of race, color, religion, political affiliation, sex, age, handicapping condition, or national origin made during any phase of selection process will be considered under the New Hampshire National Guard Equal Employment Opportunity Program.

Other: Other complaints or inquiries including those made by non-employee candidates should be directed to the HRO. All such inquiries will be considered and every effort made to resolve such complaints. All employees have a right to request an administrative review of their non-selection for promotion or failure to be included on the Hiring Certificate. Request for administrative review will be submitted in writing to the Human Resource Office within fifteen days after the date on which the employee learns of his non selection or failure to be included on the Hiring Certificate.

## ARTICLE 16

### REDUCTION IN FORCE

#### SECTION 16.1 – GENERAL:

The Adjutant General or his/her designee is responsible for implementing a reduction in force.

#### SECTION 16.2 – PROCEDURES:

Procedures relating to reduction in force will be administered IAW applicable laws, rules and regulations. Procedures used by Management in exercising its authority are negotiable and to that extent the Adjutant General, State of New Hampshire, in recognizing the responsibility the ACT to represent the bargaining unit employees, agrees to negotiate appropriate arrangements for bargaining unit employees adversely affected by implementation of this article.

#### SECTION 16.3 –REDUCTION IN FORCE-RELATED DEFINITIONS:

- a. Reduction In Force (RIF). A reduction in force occurs when an employee is released from his/her competitive level by separation, change to lower grade, furlough for more than thirty (30) calendar days, or reassignment of technicians to other positions which involve the displacement of the incumbent. Reductions may occur because of lack of work or funds, reorganization, abolishment of positions, transfer of function, or the need to provide a job placement for a former technician exercising restoration rights. Termination of temporary appointments or temporary promotions; furloughs for less than thirty (30) calendar days; or reclassification actions (unless part of reorganization) are not considered reduction in force actions. Unless directed by the National Guard Bureau, the decision to implement a reduction in force will be made by the agency.
- b. Competitive Areas: The Competitive area is established as the total work force for all New Hampshire Army National Guard and or New Hampshire Air National Guard employees.
- c. Competitive Levels:
  - (1) Competitive Level. A group of identical or similar positions for which technicians compete for retention. Group like positions by competitive levels within each competitive area. Generally, each competitive level consists of positions which:
    - (a) Have the same grade and occupational series, or
    - (b) Are similar enough in qualification requirements, working conditions, duties, and pay so that the incumbent of one position can perform the duties of another position without significant training or interruption of work operations.

- (2) Supervisory positions will not be placed in the same competitive level as non-supervisory positions.
  - (3) A non-bargaining unit employee will not compete with a bargaining unit Technician for a bargaining unit position when the former is the appraiser for the latter and both would subsequently appear on the same Retention Register.
- d. Tenure Groups: Employees are divided into three (3) Tenure Groups:
- (1) Group I - Employees under career/permanent appointment who are not serving on probation or trial periods.
  - (2) Group II - Employees serving on probation or trial periods.
  - (3) Group III - Employees who serve under indefinite/Term appointments-
- e. Retention Register. A list of competing employee within a competitive level grouped by tenure groups I, II, and III in descending order. Within each tenure group, employees are listed in order of their retention standing; those with the highest score will be listed first followed by those with lower scores.
- (1) An employee's retention standing will be computed using the following:
    - (a) Performance rating of record.
    - (b) Tenure Group.
    - (c) The average rating of record from the five (5) most recent performance appraisals received by the employee within the five-year period preceding the "cutoff date" established for the RIF, except when the rating of record in the employee's most recent performance appraisal is "unacceptable." When the most recent rating of record is "unacceptable," only that rating of record will be considered for purposes of RIF.
    - (d) Veteran's Preference for Title 5 positions
    - (e) The DoD service computation date (SCD) will be used as a tie-breaker.
    - (f) Employee Service Date (second tie breaker).
  - (2) Once authority for a RIF has been received, receipt of a new performance appraisal will not affect employees standing in the current RIF.

SECTION 16.4 – EMPLOYER RESPONSIBILITIES:

Meet with the labor organization to explain the need for a RIF and procedures to be used.

SECTION 16.5 – APPEALS:

- a. A competing employee may appeal to the Adjutant General when he has received a specific notice of reduction in force, and he believes that the Employer incorrectly applied the provisions of applicable laws, rules, and regulations.
  - (1) The appeal must be in writing and be submitted no later than thirty (30) days after receipt of the specific notice.
  - (2) The appeal must clearly state the reason the employee believes the action affecting him is inappropriate, and must show that the Employer failed to comply with the RIF procedures in applicable laws, rules, and regulations.
- b. Extension of time limit. The Adjutant General or his/her designee may extend the appeal time limit when the employee indicates that he was not notified of a time limit and otherwise was not aware of it, or that circumstances beyond his control prevented him from appealing within the time limit.
- c. Decision on appeal. The Adjutant General or his/her designee will issue a written decision and, where applicable, take any necessary corrective action. A copy of the decision stating what corrective action will be taken is then forwarded to the employee. The decision of the Adjutant General or his/her designee is final and there is no further right of appeal. A copy of the decision issued by the Adjutant General will be furnished to the Labor Organization if they are an interested party.
- d. Corrective action. The decision of the Adjutant General or his/her designee may require corrective action as follows:
  - (1) Correct the retention register.
  - (2) Correct the employee's specific notice.
  - (3) Restore the employee to his former grade or pay level or one of like seniority, status, and pay when the technician was reduced or separated improperly.
  - (4) Reimburse the employee for all pay lost as a result of any improper RIF action.
- e. When an employee's appeal uncovers an error that does not change the outcome of the RIF, the agency will correct the error without requiring restoration or recall of the employee(s) involved.

## ARTICLE 17

### TRAINING/EDUCATION

#### SECTION 17.1 – GENERAL:

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

#### SECTION 17.2 – TRAINING PROGRAMS:

The Employer is responsible for training programs as may be required to improve the efficiency of the New Hampshire National Guard Employee Program. In developing those training programs, the Employer agrees to review plans with and consider recommendations from the Labor Organization.

#### SECTION 17.3 – TRAINING PREREQUISITES:

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

#### SECTION 17.4 – TRAINING OPTION:

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

#### SECTION 17.5 – NOTIFICATION OF TRAINING AVAILABILITY:

- a. The Employer is responsible for insuring that employees are made aware of the availability of funded civilian and military training courses on a timely basis.
- b. Schools that become available at no cost to the government may be requested at which attendance will be at the discretion of the Employer.

#### SECTION 17.6 – WORK SCHEDULE ADJUSTMENT FOR EDUCATIONAL PURPOSES:

Employees who are enrolled in a civilian educational program may be permitted to revise their daily/weekly work schedule in order to attend a course of instruction not normally conducted during non-duty hours. Every effort will be made to accommodate the employee consistent with the mission of the organization.

## ARTICLE 18

### TRAVEL AND TEMPORARY DUTY (TDY)

#### SECTION 18.1 – PER DIEM:

- a. Travel and per-diem will be authorized in accordance with Department of Defense (DOD) Joint Travel Regulations (JTR). Employees will not be directed to perform official travel at their own expense or at rates of allowances or reimbursement inconsistent with the provisions contained in the JTR.
- b. Employees will generate travel authorizations in the Defense Travel System (DTS) themselves for any TDY in excess of twelve (12) hours.

#### SECTION 18.2 – TRAVEL NOTIFICATION:

Prior to a planned TDY in an employee's status away from home station, affected personnel should be briefed by appropriate management representatives no later than five (5) days prior to the employee's departure. The briefing should include, but not limited to, areas concerning pay, allowances, types of travel, types of quarters, types of leave used, use of credit cards and acceptance of them at the TDY location, and the names of supervisors in charge of all aspects of the duty. Under conditions of an operational emergency requiring TDY, whenever possible, employees will be afforded a seventy-two (72) hour advance notice. Volunteers will be requested and considered in all such operations.

#### SECTION 18.3 – QUARTERS:

- a. Employees may not be directed/required to use Government Quarters, nor may lodging be limited to the Government Quarters cost per the current JTR and 44 Comp Gen 626. However, employees have a responsibility to exercise fiscal prudence when incurring expenses and are required to check on government quarters availability when travelling to a DOD installation. Management will encourage the use of government quarters when cost effective and can decide not to send or recall a TDY employee if cost effective means are not being utilized. Per Diem based on locality may be authorized in accordance with the JTR.
- b. Upon return to home station, after completion of a TDY tour, if an employee alleges that quarters were severely inadequate and not in accordance with established regulations, the supervisor will investigate the complaint. The results of this investigation/inquiry will be given to the employees and the Labor Organization, as required.

#### SECTION 18.4 – TRAVEL OPTIONS:

Travel options will be IAW and subject to the most current Joint Travel Regulation and government wide regulations.

## ARTICLE 19

### DUES AUTHORIZATION & REVOCATION PROCEDURES

#### SECTION 19.1 – PURPOSE:

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

#### SECTION 19.2 – EMPLOYEE ELIGIBILITY:

The Labor Organization has exclusive recognition to represent the members in a bargaining unit consisting of all wage grade/leader and general schedule employees employed by the New Hampshire National Guard, excluding all management officials, supervisors, guards, and employees engaged in Federal personnel work in other than a purely clerical capacity as defined in Public Law 95-454. This article is applicable to all employees of the bargaining unit who are members in good standing of the Labor Organization, and who:

- a. Have voluntarily authorized payroll deductions for payment of dues to the Labor Organization 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 19.3 – DUES ALLOTMENTS:

- a. Dues in the amount of eight tenths of a percent (.8%) of the member's base rate of pay will be deducted from the biweekly pay of any eligible employees of the unit who is a member of the Labor Organization 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 employees basic rate of pay.
- b. An employee may have only one dues allotment per pay period payable to the Labor Organization.
- c. If the amount of rate of regular dues is changed, the Labor Organization will notify the Human Resource Office (HRO), in writing, of the change. This section would then be amended to reflect the revised amount (percentage) in accordance with regulations. Only one such change will be made in any period of twelve (12) consecutive months.

#### SECTION 19.4 – ALLOTMENT AUTHORIZATION PROCEDURES:

- a. The Labor Organization 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 Labor Organization agrees to purchase and distribute to its members in good standing the prescribed authorization form, SF 1187, Request for Payroll Deductions for Labor Organization Dues. The Labor Organization 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 Labor Relations Specialist or designee.
- c. Allotments authorized on properly completed and certified forms which are received by the CSR will be processed. The authorized amount shall be withheld from the employees pay and will continue until the allotment is terminated under one of the conditions stated in Section 19.5 below.

#### SECTION 19.5 – TERMINATING ALLOTMENTS:

The CSR will take action to terminate an allotment:

- a. Within fifteen (15) days after the Labor Organization 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 Labor Organization has not reacquired its exclusive recognition.
- b. At the end of the pay period when, or during which an employee separates from the bargaining unit or moves to a position not serviced by the appropriate employee payroll office.
- c. When the CSR receives written notice from the applicable Labor Organization President that the employee is no longer a member in good standing.
- d. Upon receipt of a properly executed SF 1188, Cancellation of Payroll Deductions for Labor Organization Dues, providing such allotment was withheld from the employees pay for a period of at least one (1) year.
- e. When the employee who authorized the allotment dies, retires, or separates from employment.

#### SECTION 19.6 – VOLUNTARY ALLOTMENT REVOCATION BY EMPLOYEES:

Any employee who wish to terminate his allotment may submit a properly executed SF 1188, providing such allotment was withheld from the employees pay for a period of at least one (1) year. Completed SF's 1188 will be submitted to the CSR for processing. Voluntary revocations will become effective during the pay period in which received in the servicing payroll office.

SECTION 19.7 – RESPONSIBILITIES:

a. Labor Organization - The Labor Organization will:

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

b. The NHNG will:

- (1) Comply with the terms of this article.
- (2) Upon receipt of SF 1187 from the Labor Organization, insure the named civilian employee meets the requirements for dues withholding and promptly forward the request.
- (3) Insure a supply of SF 1188 is available for use in revocation of allotments and make the forms available to employee on request.
- (4) Provide the applicable NH State Chapter with a copy of SF 1188 (or written letter or revocation, if applicable) when an employee voluntarily terminates labor organization dues.

- (5) Provide the Labor Organization with a copy of any published pay scale memorandums (general schedule and wage system). Furthermore, the HRO will provide twice yearly (30 April, as of 31 March; and 31 October, as of 30 September) a listing in SSN sequence for bargaining unit members who were granted a promotion, change to lower grade, QSI, WIGI, and change in a wage system area since the previous listing. The listing will show reason for change, name, SSN, location, title, series, grade, step, and salary/rate. Situations which could cause delay or deviation in format, such as automation system malfunctions or unforeseen emergencies, will be coordinated and discussed with the Labor Organization.
- (6) Notify the NH State Chapter treasurer when an individual applies to buy back leave due to an Office of Workers' compensation Program (OWCP) case. This will alert the State Chapter of the impending action to raise any concerns pertinent to the request.
- (7) Insure that properly executed SF's 1187/SF 1188's for dues allotments for members of the Labor Organization are verified and processed so as to be effective during the next full pay period.
- (8) Insure that the remittance of dues, to include a dues check-off listing for each payroll for which dues deductions have been made, will be processed within five workdays, providing it does not conflict with the customer service rep. SOP, as follows:
  - (a) The listing will contain name and SSN of members of the Labor Organization 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) Bargaining unit members entering into an unpaid leave status for more than one pay period will remain on the dues check off listing. The employee 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 at ACT at:

Treasurer  
Association of Civilian Technicians Inc.  
12620 Lake Ridge Drive  
Lake Ridge, VA 22192
  - (d) One copy will be retained for payroll records.
- (9) Furnish the appropriate State Chapter treasurer a copy of the collection voucher of actual amount of union dues that will be withdrawn from the ACT account as a result of leave buy-back from an OWCP case.

SECTION 19.8 – EXCLUSIONARY PROVISIONS FROM LMRA (LABOR MANAGEMENT RELATIONS AGREEMENT):

- a. The Labor Organization and the Employer recognize that the expiration of the Labor Management Relations Agreement 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 Labor Management Relation Agreement or until otherwise changed by mutual, written consent of the parties.
- b. This article shall be terminated:
  - (1) By mutual, written consent of the parties.
  - (2) On the 15<sup>th</sup> day after the Labor Organization shall have lost its certification for exclusive recognition; provided that during the fifteen (15) day period the Labor Organization shall not have required its status as exclusive representative.

## ARTICLE 20

### USE OF FACILITIES

#### SECTION 20.1 – SPACE FOR LABOR ORGANIZATION MEETINGS AND TRAINING:

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

#### SECTION 20.2 – BULLETIN BOARDS:

- a. The Employer will provide bulletin board/space at every work place for the exclusive use of the Labor Organization. Any material posted, which is deemed by the Employer to be derogatory or scurrilous in nature, will be removed by the Labor Organization. The recommended size of the bulletin board will be, as a minimum, 3.5 ft. x 4.0 ft.
- b. The Labor Organization is responsible for maintaining bulletin board space in an orderly condition.
- c. All costs incident to the preparation and posting of material will be borne by the Labor Organization and such work shall be accomplished during non-duty hours.
- d. Union officials or designated representatives are the only personnel authorized to post or remove material from the bulletin boards.
- e. Violation of this agreement, concerning the materials posted to the Union bulletin boards, shall be ground for revocation of the privilege, when the violation was effected by a Labor Organization official or representative.

#### SECTION 20.3 – INTER-OFFICE MAIL:

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

#### SECTION 20.4 – LUNCH AND SANITATION FACILITIES:

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

SECTION 20.5 – OFFICE SPACE AND EQUIPMENT:

- a. The Employer will make reasonable efforts to provide exclusive office space for the Labor Organization where it can maintain a permanent office. The employer will provide limited access as necessary to space at each armory/base/facility/installation for use by the Labor Organization stewards during grievance investigations and interviews.
- b. The Labor Organization will coordinate and gain approval from J6 or A6 as applicable prior to the installation of any telecommunication services and equipment. These policies and guidelines will not be violated. All expenses incurred in the installation and use of telecommunication services and equipment to be borne by the Labor Organization. The actual location of the telephone may be changed, by mutual agreement. The Labor Organization representatives may have access, subject to security regulations, to the designated office space before, during (if performing representational duties/functions), and after normal work-hours. All expenses incurred in the installation and use of office equipment will be borne by the Labor Organization.
- c. The Labor Organization may have access to agency telephones for official NHNG Labor Management business. All internal Labor Organization business will be conducted on the telephone(s) identified above. The Labor Organization will be responsible for payment of long distance calls for internal business.

SECTION 20.6 – RADIOS IN THE WORK AREA:

The employer agrees to allow the playing of a radio in work areas, i.e., shops, warehouse, and offices, with discretion, as long as it is played in such a manner as not to disturb work or cause a noise disturbance, or when it becomes a subject of continued controversy.

## ARTICLE 21

### WAGE SURVEYS

#### SECTION 21.1 – GENERAL:

The Employer shall notify the Labor Organization as soon as practical when information is received that higher authority has directed the start of an official wage survey in the area. When the wage survey lead agency requests the Agency to participate in the wage survey, the Employer will notify the Labor Organization who will nominate Labor Organization 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 Labor Organization to the team.

#### SECTION 21.2 – ORGANIZATION, FUNCTIONS AND RESPONSIBILITIES:

Organization, functions, and responsibilities of the Agency and local wage survey committees shall be as prescribed in accordance with current regulation. The Employer agrees that any representatives of the Employer that he shall appoint to serve on a wage survey team shall be a supervisor or HRO representative who has work experience, training, and is knowledgeable in the functional area of the employees covered by the survey.

#### SECTION 21.3 – 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 employees covered by the survey. Copies of such data will be provided to the Labor Organization.

## **ARTICLE 22**

### **PUBLICATIONS**

#### SECTION 22.1 – PUBLICATIONS:

Procurement of pertinent regulations, directives, and publications applicable to the employee program will be the responsibility of the Labor Organization. The Employer agrees to provide Employer published regulations, directives, and publications upon request.

#### SECTION 22.2 – MANNING DOCUMENTS:

Upon request, the Employer will provide the Labor Organization a copy of the current employee manning document showing the positions authorized.

#### SECTION 22.3 – PERSONNEL DOCUMENTS:

The Employer agrees to provide the Labor Organization with a copy of the HRO Newsletter for internal use.

#### SECTION 22.4 – ACCESS TO MANAGEMENT DIRECTIVES:

Employees/Union stewards, upon request, will be provided access to management regulations and policies normally maintained as part of the supervisors' manual. Regulations and manuals are to be reviewed at the location where they are normally maintained. If extra copy is available, one would be given to the Union Steward.

## ARTICLE 23

### AGREEMENT ADMINISTRATION

#### SECTION 23.1 – AGENCY APPROVAL:

- a. Upon execution, Agency reps will forward the Executed agreement to the head of the Agency and notify the chief negotiator, in writing, when complete. The head of the Agency shall approve the agreement within thirty (30) days from the date the agreement is executed by the parties if the agreement is in accordance with the provisions of applicable law, rule, or regulation.
- b. If the head of the Agency 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 Labor Organization subject to the provisions of applicable law, rule, or regulation.

#### SECTION 23.2 – EXECUTION AND EFFECTIVE DATE:

- a. Once the parties have completed negotiation at least one representative of each party shall sign this agreement thereby executing this agreement.
- b. Unless the head of the agency disapproves this agreement on or before 30 days from the date the agreement is executed, the effective date of this agreement shall be
  - (1) The date the head of the agency approves the agreement; or
  - (2) The 31<sup>st</sup> day from the date the agreement is executed.
- c. If the head of the agency disapproves this agreement, without stating specifically which portion of the agreement is disapproved, on or before 30 days from the date the agreement is executed, the effective date of any provision, for which agency head disapproval is invalidated by final decision of the Federal Labor Relations Authority or a federal court, will be the date that the Authority or court decision is final.
- d. If the head of the agency disapproves this agreement on or before 30 days from the date the agreement is executed, stating specifically which portion of the agreement is disapproved, the effective date of this agreement shall be the date of the disapproval. The portion not specifically disapproved shall be effective on that date.
- e. If agency head disapproval of a provision is invalidated by a final decision of the Federal Labor Relations Authority or a federal court, the effective date of the provision shall be the date the Authority or court decision is final.
- f. The effective date of an agreement replacing a disapproved portion of this agreement shall be determined in accordance with paragraphs b-e.

SECTION 23.3 – AGREEMENT DURATION, EXPIRATION, AUTOMATIC RENEWAL  
ABSENT TIMELY DEMAND FOR NEGOTIATION OF NEW AGREEMENT:

- a. The duration of this agreement, or any portion thereof, shall be from its effective date to the end of the expiration date stated below in paragraph b.
- b. This agreement expires at the end of [EFFECTIVE DATE + THREE YEARS].
- c. If during the period that is not more than 30 days and not less than 10 days before the expiration of this agreement neither party notifies the other in writing that it desires to negotiate a new agreement, this agreement automatically shall be renewed for three years. The month and day stated in paragraph b shall be the renewal date of this agreement. Any automatic renewal of this agreement shall expire at the end of the renewal date in the third year of the automatic extension.

SECTION 23.4 – AGREEMENT AMENDMENTS/SUPPLEMENTS:

- a. This agreement may be subject to amendments or supplements by the parties during the agreement lifetime under one of the following procedures:
  - (1) Either party may initiate negotiations at the mid-point of this agreement, after service of notice.
  - (2) At any time, by mutual consent, for the purpose of amending or providing supplements to this agreement.
- b. A request for an amendment or supplement to this agreement by either party shall be in writing setting forth the need or reason for the proposed change and a summary of the change.
- c. Representatives of the agency and the Labor Organization will meet within thirty (30) days to commence negotiations of the proposed amendment or supplement, unless a later date is mutually agreed upon. No amendments/supplements other than those specified above will be considered.
- d. Approval of an amendment or supplement to the agreement will be accomplished in the same manner as provided for approval of the basic agreement as specified in paragraph 23.2 of this article.

SECTION 23.5 – NEGOTIATING A NEW AGREEMENT:

- a. Negotiations for a new agreement will commence no earlier than one hundred fifty (150) calendar days nor later than ninety (90) calendar days prior to the termination of this agreement.
- b. Thirty (60) days prior to the start of negotiations of a new agreement, representatives of the Agency and representatives of the Association of Civilian Employees will meet to initiate a memorandum of understanding establishing the ground rules for the conduct of negotiations.

**The Collective Bargaining Agreement was approved by the Department of Defense on 02 October 2019.**