

MEMORANDUM OF AGREEMENT
BETWEEN
THE ADJUTANT GENERAL
PUERTO RICO NATIONAL GUARD
AND
PUERTO RICO ARMY CHAPTER OF
ASSOCIATION OF CIVILIAN TECHNICIANS

ARTICLE I
GENERAL PROVISIONS

SECTION I - PURPOSE

1-1 PREAMBLE

Pursuant to the policy set forth in Public Law 95-454, 5 United States Code Chapter 71 (The Statute) the following articles constitute an agreement by and between the Adjutant General, Puerto Rico National Guard, hereinafter referred to as the "Employer", and Puerto Rico Army Chapter, Association of Civilian Technicians, hereinafter referred to as the "Labor Organization". Wherever language in this Agreement refers to specific duties, or specific duties of specific managers and supervisors, 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 functions discussed.

1-2 MUTUAL COVENANTS:

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

- a. Promote and improve the efficient administration of the Puerto Rico Army National Guard and the well being of its employees within the meaning of Public Law.
- b. Provide for the highest degree of efficiency in the accomplishment of the mission of the agency.
- c. To establish a basic understanding relative to personnel policy, practices and procedures and matters affecting other conditions of employment within the jurisdiction of the Adjutant General.
- d. To provide means for amicable discussion and adjustment to matters of mutual interest.
- e. Promote employee communications and information of personnel policy and procedures.

1-3 CONTRACT DISTRIBUTION:

The employer will cause a copy of this agreement to be printed (printing to occur approximately thirty (30) days after the effective date of the agreement) and a copy furnished to each technician currently employed at the time the agreement becomes effective, and furnish a copy of such agreement during the effective time period of such agreement to each technician subsequently hired. The cost of publishing the agreement will be borne by the employer. The LO will be provided with 100 copies of the LMA at no extra cost, for their use.

1-4 LABOR/MANAGEMENT TRAINING:

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

SECTION II – BARGAINING UNIT/EXCLUSIVE RECOGNITION

1-5 BARGAINING UNIT:

It is recognized by the employer that the Association of Civilian Technicians has been designated and selected by a majority of the Technicians as their representative for purposes of exclusive recognition, and IAW Chapter 71 of 5 U. S. C., United States Code; the said organization is the exclusive representative of all Civilian Technicians in the bargaining unit.

INCLUDED: All wage grade and general schedule Technicians employed by the agency.

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

NOTE: In applying this paragraph, 5 USC 7112 pertaining to supervisors and others who must be excluded from the bargaining unit will prevail. Any changes to the bargaining unit, after the effective date of this agreement will be through mutual consent or a FLRA clarification of unit.

1-6 APPLICATION:

This agreement, to include all articles herein, is applicable to all bargaining unit technicians whether union members or not.

SECTION III - TECHNICIAN RIGHTS

1-7 In Accordance With 5 USC Chapter 71:

Parties to this agreement recognize that, "Each employee shall have the right to form, join, or assist any labor organization, or to refrain from such activity, freely and without fear of penalty or reprisal, and each employee shall be protected by the exercise of such right". Nothing in this agreement shall require an employee to become or to remain a member of a labor organization, or to pay money to the labor organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions. In addition, the employee is not precluded from:

a. Being represented by an attorney or other representative, other than the labor organization, of the employees own choosing, or

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

1-8 EMPLOYEE PARTICIPATION:

The employer recognizes the right of employees to organize and express their views collectively or to refrain from such activity; that collective employee participation in the formulation and implementation of personnel policies affecting the employees contribute to the effective conduct of operations and the efficient administration, as well as the wellbeing of its employees, require that orderly and constructive relationships be maintained.

SECTION IV – MANAGEMENT RIGHTS

1-9 IN ACCORDANCE WITH 5 USC CHAPTER 71 §7106:

Management officials of the agency retain these rights, in accordance with applicable laws and regulations:

- a. To determine the mission, budget, organization, number of employees, and internal security practices of the employer.
- b. To hire, assign, direct, layoff and retain employees of the employer, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees.
- c. To assign work, to make determination with respect to contracting out, and to determine the personnel by which the employers operations shall be conducted.
- d. With respect to filling positions, to make selection for appointments from:
 - (1) Properly ranked and certified candidates for promotion; or
 - (2) Any other appropriate source.
- e. To take whatever actions may be necessary to carry out the agency mission during emergencies.

1-10 CONTRACT NEGOTIATIONS:

Nothing in this agreement shall impose upon the employer the responsibility to negotiate with the labor organization on matters with respect to the mission of the employer, its budget, its organization, the number of employees, and the number, types, and grades of positions of employees assigned to an organizational unit, work project or tour of duty; or the technology, methods and means of performing work. Management recognizes the responsibilities to bargain on those matters with respect to 5 USC 7106.

1-11 NEGOTIATED PROCEDURES:

Nothing in this agreement shall preclude the parties from negotiating procedures, which the employer will observe in exercising any authority in carrying out the above rights. Nothing in this agreement precludes negotiating appropriate arrangements for employees adversely affected by the exercise of any authority of the above rights by the employer.

SECTION V
LABOR ORGANIZATION RIGHTS AND DUTIES

1-12 EXCLUSIVE REPRESENTATIVE:

The labor organization is the exclusive representative of the bargaining unit and is entitled to, act for, and to negotiate agreements covering, all Technicians in the bargaining unit. The labor organization is responsible for representing the interest of all Technicians of the bargaining unit it represents without discrimination and without regard to labor organization membership. The National Field Representative assigned to each specific area is included in this exclusive representation.

1-13 REPRESENTATION RIGHTS:

An exclusive representative of Labor Organization shall be given the opportunity to be represented at any formal discussion between one or more representatives of the agency concerning any grievance or any personnel policies or practices, or other general conditions of employment. An exclusive representative of the local labor organization shall be given the opportunity to be represented at any examination of an employee in the unit by a representative of the employer in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee and if the employee requests the representation.

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

1-14 TECHNICIAN RIGHTS:

The labor organization will not interfere with, or coerce any employee in the exercise of their rights under law. The labor organization will not coerce, discipline, fine, or attempt to coerce a member of the labor organization as punishment, reprisal, or for the purpose of hindering or impeding the member's work performance or productivity as an employee, or the discharge of the members duties as an employee.

The labor organization will not discriminate against an employee with regard to the terms or conditions of membership in the labor organization on the basis of race, color, creed, national origin, sex, age, political affiliation, marital status or handicapping condition.

1-15 PROHIBITED PRACTICES:

The labor organization will not call or participate in, a strike, work stoppage, or slowdown, or in the picketing of the employer in a labor management dispute if such picketing interferes with the agency's operations. The labor organization will not condone any activity described in this section by failing to take action to prevent or stop such activity.

1-16 CONTRACT ENFORCEMENT:

The labor organization recognizes the joint responsibility with the employer for the administration and enforcement of this agreement.

1-17 INTERNAL UNION BUSINESS:

It is agreed that internal labor organization business such as soliciting membership, collecting dues, electing

officers, meetings, posting and distributing literature will be conducted during non-duty hours of the employees involved.

1-18 BULLETIN BOARDS:

The employer agrees that the labor organization shall be afforded bulletin board space for the display of labor organization material as follows:

- a. On existing "consolidated" bulletin boards, sufficient space to allow for posting of labor organization material.
- b. If sufficient space is not available or there is no "consolidated" bulletin board in the facility or building, the labor organization may place one bulletin board per building.
- c. On other existing bulletin boards, if required to identify the area shop steward.
- d. If a shop/work area does not have a bulletin board, wall space will be made available in a high visibility area for the purpose of identifying the shop steward. The union agrees that if such additional space is required, agreement be reached with the area supervisors and the shop steward as to appropriate location, size and type.

1-19 OFFICE EQUIPMENT USE:

The employer agrees to allow the labor organization officials use of existing copiers/fax, and telephone equipment, providing such use is limited to labor relation issues.

1-20 DISTRIBUTION:

The Employer agrees to permit distribution to all employees in the bargaining unit of newspaper notices and circulars sponsored by ACT PR through regular Employer distribution procedures. The Employer will not be held responsible for any lost or misplaced ACT PR material.

1-21 PARKING:

- a. Reserved parking spaces will be provided for ACT union representatives. One space within the Headquarters complex, one space at the AASF and one space at the MATES facility will be designated exclusively for ACT union representatives.
- b. All permanent technician employees visiting the Quadrangle area on official business will identify themselves with the State Military Police (SMP), by showing his/her technician identification card. The SMP will issue a temporary parking permit that will authorize the technician to park at the PRNG Museum parking area. All other visiting employees on official business will follow the same procedures on a space available basis.

ARTICLE 2

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

2-1 EMPLOYER INFORMATION:

The employer agrees to place the labor organization on distribution for all pertinent Technician Personnel Regulations (TPRs) and assure that additional policies and directives of the agencies (DoD, NGB and OPM) are provided to the labor organization. Copies of all current NGB TPRs and Puerto Rico TPRs will be provided to the Labor Organization upon approval of this Agreement.

2-2 LABOR ORGANIZATION INFORMATION:

The labor organization agrees to provide the employer with any pertinent labor/management relations, directives that they receive.

2-3 TECHNICIAN MANNING:

The Employer will semi-annually furnish the Labor Organization a list of the names, position titles, grades and duty stations of all employees within the unit under their jurisdiction and any other information as authorized by the Privacy Act of 1974.

2-4 BARGAINING UNIT MEMBERS:

The employer agrees to supply the labor organization with a current list of names and business addresses of all bargaining unit members. The labor organization recognizes that it is responsible for maintaining the provided information. Current list to be provided to the labor organization, upon their written request to the Human Resource Office (HRO). Frequency of requests should be limited to an as needed basis.

ARTICLE 3

LABOR ORGANIZATION SHOP STEWARDS

3-1 SHOP STEWARDS:

The shop steward is an official labor organization representative. The supervisor of the section concerned will consult with the steward designated for an area on any matter, which will affect the conditions of employment of the employees within the section prior to any notification of the employees concerned. It is understood that the steward may speak for the employees of a specific section, but will not make decisions on contractual intent for a complete work facility, in those instances, the President/Vice-President or designated representative will be consulted.

3-2 NUMBER OF STEWARDS:

The number of stewards required will be designated by the labor organization based on representational requirements. 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.

3-3 LIST OF OFFICERS AND STEWARDS:

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

ARTICLE 4
LABOR ORGANIZATION BUSINESS OFFICE

4-1 OFFICE:

The employer will provide a suitable office space, size and office location will be mutually agreed upon. No changes to office location, services or size should be made without proper notification to the Labor Organization.

4-2 TELEPHONE:

The employer will provide the union with direct line telephone access.

4-3 ENVIRONMENTAL SUPPORT:

The office space will be air conditioned to provide proper care of office equipment. i.e., computer, fax and printer.

4-4 FURNITURE:

The labor organization will be afforded the opportunity to screen excess office equipment and furniture and utilize such available equipment and as needed.

ARTICLE 5
PAYROLL DEDUCTION

5-1 WITHHOLDING FORM:

The standard form (SF 1187) for dues deduction will be supplied by the labor organization and will be used as the authorization of payroll deduction for dues.

5-2 PROCESSING:

The completed standard form will be given by the labor organization to the Civilian Pay Office at the USPFO in a sequenced numbered form.

- a. The standard form will be completed and certified as to the amount of withholding (.007 percent of base pay) and that the member has been advised of the contents of the form.
- b. The standard form may be submitted at any time. The effective date for withholding will start the first pay period beginning after the submission of the form to the Civilian Pay Office. Adjustments to dues allotments will occur within two (2) pay periods whenever the member's rate of base pay changes.
- c. An allotment shall be terminated when the employee leaves the bargaining unit as a result of any type of separation, transfer, or other personnel action; upon loss of exclusive recognition by the labor organization; when the agreement providing for dues withholding is suspended or terminated by an appropriate authority outside DOD; or when the employee has been suspended from the labor organization.

1. When a technician is temporarily promoted or detailed to a position outside of the bargaining unit, the Employer agrees to automatically reinstate the dues withholding of the employee upon the employee's return to the bargaining unit.

2. The Labor Organization agrees to provide the HRO with SF form 1187.

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

5-3 DUES REVOCATION:

The employer agrees to provide the labor organization with copies of the standard form (SF 1188) for use in revoking dues allotments. These forms will be available in the labor organization office to those individuals wishing to revoke their dues withholding.

- a. The individual will turn the completed standard form into the Civilian Pay Office.
- b. The Civilian Pay Officer shall date and initial all copies of the standard form upon receipt from individual. The second copy of the standard form shall be forwarded by the Civilian Pay Office to the Labor Organization within three, (3) working days after receipt of the signed form from the employee.
- c. The first day of September shall be the annual dues revocation date established by this agreement. All dues revocation forms must be received by the Civilian Pay Office not later than 15 August. Dues revocation shall not be effective until the first full pay period in September.

d. New members shall have the option of dues revocation on the first annual anniversary date after the employee's election to participate. Dues revocation form must be submitted to the Civilian Pay Office not later than the last workday in the month preceding the employee's anniversary date. Effective date of revocation will be the first full pay period after the anniversary date.

ARTICLE 6
OFFICIAL TIME FOR LABOR ORGANIZATION REPRESENTATIVES

6-1 OFFICIAL TIME:

Official time will be made available without loss of annual leave during normal duty hours for the labor organization representatives to carry on business that is of mutual interest to the employing agency and the labor organization. Official time provisions encompass negotiations between a labor organization representative and an agency representative, regardless of whether such negotiations pertain to the negotiation or renegotiation of a basic collective bargaining agreement.

6-2 APPROPRIATE USES OF OFFICIAL TIME:

Official time will be granted in the following manner. The labor organization representatives will notify their immediate supervisor and obtain concurrence prior to leaving their assigned area. The supervisor must concur unless the mission of the section cannot be accomplished without the presence of that representative. The supervisor may delay the representative for only the length of time that the mission requires the presence of that representative. Official time provisions include, but shall not be limited to:

- a. Steward(s) conferring with employees and/or supervisors on grievances.
- b. Labor management meetings which will be held quarterly, on a scheduled basis to meet and confer, and when required bargain procedures on the implementation of policies which affect working conditions or for the labor organization to make recommendations to management. Additional meetings may be called by either party, as required.
- c. Preparatory time for pre-negotiations, negotiations, appeal(s), grievances, complaints or scheduled meeting(s).
- d. Travel time to and from pre-arranged meetings with the Adjutant General or other management officials. In accordance with applicable JTR/regulations the labor organization representatives will receive full travel and per diem allowances when these meetings are scheduled out of the representative's immediate area.
- e. To prepare and maintain records and reports required of the union by federal agencies. To maintain financial records and books required to complete IRS reports.
- f. Reasonable time will be allowed union officials and employees to change clothes prior to and subsequent to the situations contained in the CIVILIAN ATTIRE section below.

6-3 REPRESENTATIVE TRAINING:

The labor organization is authorized official time for training of shop stewards. Each steward position is authorized two (2) days of training per year for the duration of this agreement. Each executive board member shall be authorized five (5) days per year, for labor organization sponsored training, or outside training programs. It is understood that this training will be of mutual concern to management and the employee as a representative of the labor organization. The labor organization will request this leave by letter, including the agenda of the training, for approval by the Human Resources Office.

6-4 CIVILIAN ATTIRE:

Labor Organization representatives are not required to wear the military uniform while performing representational functions or other Labor Organization activity related functions. These functions include but are not limited to the following:

- a. While engaged in negotiations of any kind with agency officials.
- b. Labor/Management meetings with agency representatives.
- c. Labor/Management seminars on Island.
- d. 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.
- e. Performing representational duties on behalf of bargaining unit members, to include OSHA inspections, investigations of complaints, etc.
- f. When representing the labor organization on committees, at hearings or at third party proceedings.

6-5 REPRESENTATIVE TITLE:

The employer agrees to address Labor organization representatives by their civilian title during the period they are performing representational duties. All correspondence from management concerning labor management issues will be addressed to the Association representative with their civilian title. Military titles will not be used to address Labor Organization representatives during the performance of their representational duties or when receiving correspondence from management.

ARTICLE 7
WAGE-BOARD COMMITTEE REPRESENTATION

7-1 LABOR ORGANIZATION PARTICIPATION:

The employer agrees that representatives of the labor organization, if requested by the Local Wage Survey Committee, through the employer, will participate in accordance with 5 CFR 532 in FWS wage surveys. Time required to perform required duties will be in a duty status and civilian attire is authorized.

ARTICLE 8
NEW EMPLOYEE COUNSELING PROCEDURES

8-1 PROCEDURE:

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

8-2 CHECKLIST:

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

b. The checklist will include the Technicians rights in accordance with 5 USC 71. A copy of the Labor Management Relations Agreement will be provided to the new technician.

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

Note: temporary in this case means indefinitely.

d. At this meeting the LO President or designee will be afforded time to meet with the new employees at the orientation meeting on a rotational basis.

8-3 NOTIFICATION:

The labor organization will be notified in writing of all new employees, within three (3) days of new employee counseling and be afforded the opportunity to meet with the new employee.

ARTICLE 9
BASIC WORK WEEK - HOURS OF WORK

9-1 ADMINISTRATIVE WORKWEEK:

The administrative workweek is established as Sunday through Saturday with Sunday as the first day.

9-2 BASIC WORKWEEK:

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

9-3 STANDARDS SHIFTS:

The following shifts are established as standard shifts. Supervisors and managers have the right to schedule their respective work areas on any of the listed shifts, with proper notice to the employee and the Labor Organization.

1. 0700 - 1600, including one hour lunch period.
2. 0730 - 1630, including one hour lunch period.
3. 0700 – 1800, including one hour lunch period.
4. 8 hour five (5) Day Shifts.
5. Eight (8) Nine - Hour Days, One Eight – Hour Day.
6. Eight (8) Ten – Hour Day Shifts.

9-4 LUNCH PERIODS:

a. Each technician is authorized a one hour of duty free time for a lunch break each day. The lunch periods will normally be scheduled between 1100 and 1300. All bargaining unit members will be allowed to use any one-hour period within this time frame, subject to mission requirements.

b. It is understood that unscheduled events may disrupt this time, but this shall not be a continual (normal) practice. Shift workers normally will be allowed their one-hour lunch break midpoint in the shift.

c. Employees scheduled to work through their normal scheduled lunch Period will have the option to reschedule the lunch period or take a lunch break of twenty (20) minutes or less within close proximity to their work station and be available for work assignments.

d. Management will make every effort to coordinate the workload to allow the uninterrupted lunch break. If technicians are not allowed a one-hour lunch break, they will be released one hour prior to the end of the scheduled shift, or they will receive compensatory time for hours worked.

e. Areas requiring constant surveillance of telephones or equipment when determined by the immediate supervisor to be in the best interest of the mission to continue surveillance over the authorized one hour lunch break, may work either eight hour shifts or ten hour shifts.

9-5 SPECIAL SHIFT ASSIGNMENTS:

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

9-6 SHIFT CHANGE NOTIFICATION:

Technicians will be notified no less than seven (7) days in advance of a shift change. WORK SCHEDULES WILL BE POSTED, IN EACH WORK AREA, NO LESS THAN SEVEN (7) DAYS IN ADVANCE. Technicians will be notified of unusual work schedules or duties no less than seven (7) days in advance. Management may make changes without 7 days notice when it is determined that the agency would be seriously handicapped in carrying out its functions or that costs would be substantially increased. The union will be notified of the reason for such change and the duration of the change.

9-7 CLEAN-UP TIME:

The Employer will provide a reasonable amount of time, consistent with nature of work performed, for employees for clean up prior to lunch (10 minutes) and at the end of the work day.

9-8 STANDBY:

It is understood that standby will be on station and appropriate compensation will be afforded to the employee in accordance with 5 CFR 610.

9-9 BREAK TIME:

One fifteen (15) minute break period is authorized within each four (4) hour period of continuous work.

9-10 PREMIUM PAY:

All shift holiday and Sunday premium pay will be paid as authorized by law and regulation.

ARTICLE 10
POSITION DESCRIPTION

10-1 POSITION DESCRIPTION:

The Employer agrees that employees will normally be assigned to work in duties appropriate to their position descriptions. Each employee and his/her supervisor will be furnished copies of current position descriptions. Any subsequent changes in the position description will be furnished and discussed with the employee.

An employee is entitled to discuss his job description with his/her supervisor and/or Personnel Classification Specialist when there is a question concerning the proper classification of his/her position. An employee may request a Local representative be present during these discussions.

10-2 OTHER DUTIES AS ASSIGNED:

The term "other duties as assigned" as part of the position description is defined to mean, reasonably related duties to the job/position, and should be of the same level and classification that the individual is currently graded. This does not preclude management from assigning additional, though unrelated, duties. If unrelated duties are assigned on a regular and recurrent basis, the PD should be amended to include such duties. Work assignments shall not be in violation of prohibited personnel practices, safety directives, any relevant law, rule, regulation or this agreement.

10-3 ADDITIONAL DUTIES AND DETAILS:

It is acknowledged that there are vacancies that exist from time to time that are not or cannot be filled due to management decisions; these duties may be equitably distributed among the work force within the area of concern on a fair and equitable basis. The employer agrees to fill, when possible, bargaining unit vacancies that impact bargaining unit members with additional duties and/or details.

The employer will exercise its efforts in good faith, subject to requirements of efficient operations, to avoid establishing additional duty requirements that would create unnecessary hardships, potential health hazards or discrimination against any employee or group of employees.

ARTICLE 11
DETAILING OF TECHNICIANS

11-1 DEFINITION:

- a. A detail is an official personnel action temporarily assigning a technician to a different established or pending position for a specified period of time, with the technician returning to the original position at the conclusion of the detail.
- b. Details are intended to meet temporary emergency workload situations, absences of employees, pending authorization and classification of new positions or other types of operational manpower needs that cannot be met by normal personnel placement actions.

11-2 PROCEDURE:

Management realizes and acknowledges that details of technicians out of their specialty must be used in a judicious manner such that it would avoid creating a valid adverse personal impact. Therefore the following procedures are established:

- a. Qualified volunteers for details will be sought and considered before non-volunteers are assigned.
- b. When an inadequate number of qualified technicians volunteer for a detail, the employer agrees to rotate the assignment among the qualified individuals in the area of concern.
- c. To the extent possible the employer agrees to fill all technicians position vacancies that may impact on bargaining unit members rather than use details.
- d. It is recognized that there may be instances when management cannot apply these procedures. In those instances, management agrees to explain the circumstances to the affected employees.

11-3 RECORDING OF DETAILS:

Official details will be recorded on SF Form 50 at the time the action occurs and maintained as a permanent record in the employee's Official Personnel File (OPF).

11-4 TEMPORARY PROMOTION:

When the employer requires the duties of a higher grade position, or one with known promotion potential within the bargaining unit, to be performed for greater than one (1) pay period, the assignment will become a temporary promotion, and the employee will be compensated at the higher rate of pay.

A SF 50 will be submitted and approved no later than the first working day of the temporary promotion. If the temporary promotion is to last for a period of one hundred and twenty (120) days or longer it will be filled competitively and the Merit Promotion Article procedures will be utilized. For less than 120 days a rotational basis may be used among qualified employees.

11-5 JOB ENHANCEMENT:

Management recognizes those assignments to higher-grade position, duties, and/or training may ultimately lead to new or better job opportunities. Merit promotion procedures will apply to appointment as permanent under-study.

ARTICLE 12
PERFORMANCE APPRAISAL

12-1 INTRODUCTION:

Performance evaluations is an integral part of the agency's personnel management program and it's normally used to improve employee's work through fair appraisal of their performance in accordance with TPR 430.

12-2 PROCEDURE:

The parties agree that the appraisal program is principally job related that is, based upon duties and responsibilities listed in the employee's job description and the established performance standard for his position. Performance standard is a description of the level of achievement, including quality, quantity and timeliness, necessary for fully acceptable performance of the duties and responsibilities of the position. This plan is designed to build up the positive elements of the supervisor and employee relationship and to improve the two-way communication flow.

a. Performance evaluation is a continuous process, which the supervisor exercises in a day-to-day basis; it is the supervisor's periodic official summary of his evaluation of an employee's performance and a means designed to keep technicians informed as to how their performance compares to the mutually established performance standards between the employee and his immediate supervisor.

b. Preparation of an appraisal requires careful analysis, comprehensive study of all performance requirements involved, the critical elements of each position and close adherence to factual information and procedures as outlined in TPR 430.

c. Appraisals must be completed in a manner that will assure attainment of the following objectives when they are discussed with the employee:

1. Encourage employees to work towards their own self-development.
2. Establish written performance standards and critical job elements of individual position to be achieved in the future, based on pre-established mutually understood performance standard between the employee and his immediate supervisor and consistent with the duties and responsibilities covered in the technician's position description, copy of which will be provided to the technician and the HRO.
3. Improve vertical communication in the Agency.
4. Results of performance appraisal will be used as the basis for training, rewarding, assigning, determining merit pay increases, within grade and step increases, promoting, reducing in grade, removing, and as a basis for assisting technicians in improving unacceptable performance.
5. Strengthening Supervisor/Employee relationship.
6. Informing employees of work critical elements and performance requirements and the recording of all counseling sessions in NGB Form-904-1, as required in TPR 430.
7. Assure that every employee is periodically informed through the appraisal period on how well they are progressing compared against the established performance standards and results in a final performance at the end of the appraisal period, which will show the overall performance level of the employee, based on per-

formance of each individual job element.

8. Recognizing and correcting work deficiencies by providing guidance and assistance to each technician as necessary on how performance can be improved.

9. Recognizing commendatory and outstanding work performance.

10. Providing a guide to personnel actions.

d. Performance counseling discussion must be held with the employee IAW Part IV, A, TPR 430, however, any failures or achievements will be brought to the attention of the employee concerned as part of the day to day activities. Copy of any written supervisory report on counseling session must be informed to the employee concerned and recorded NGB Form 904-1.

12-3 Unacceptable Performance:

Unacceptable performance appraisals will be given only after all requirements outlined in paragraph A, Part IV, TPR 430, are met.

a. Whenever the employee's performance in any critical element continues to be unacceptable despite efforts by the supervisor or manager to improve performance, before initiating an action to reduce in grade or remove an employee based on his unacceptable performance consideration should be given to reassigning him/her to another available position for which the supervisor feels the technician is qualified.

b. An action to reduce in grade or remove from employment may be initiated anytime by the technician's supervisor if the technician's performance continues to be unacceptable in one or more critical job elements. The supervisor does not need to wait until the end of the appraisal period to initiate those actions. A technician against whom such action is planned is entitled to those administrative actions available to him/her, listed in paragraph B, 1 through 3, Part IV, TPR 430.

12-4 TRIAL/PROBATIONARY PERIOD

Appraisals for technicians on Trial/Probationary Period will be performed to determine whether they have the qualities needed for permanent Government service. During this period, supervisors should provide specific training and assistance to improve the technician's work performance if needed. Supervisors of technicians serving a trial/probationary period must, no earlier than the beginning of the 9th month nor later than the end of the 10th month of such period, submit through supervisory channels to HRO a signed NGB Form 430-1(T). This evaluation is not considered official performance appraisal rights. The purpose of this evaluation is to determine whether the technician has the qualities needed for permanent Government service. For retention beyond the trial/probationary period, this evaluation must be at least "fully acceptable". A technician serving a trial/probationary period will not be given an official performance appraisal until after completing the required 12 months of Federal service.

12-5 GRIEVANCE:

The parties agree that the appeal procedure is in accordance with TPR 430 for members of the bargaining unit to be used to settle complaints over performance appraisals.

12-6 RECORDS:

Record of the Official Annual Performance Evaluation will be kept in accordance with governing directives.

ARTICLE 13 TRAVEL

13-1 GENERAL:

A Temporary Duty assignment (TDY) will be announced as soon as information on the assignment is available, but not less than thirty (30) days before projected deployment. Selection of employees for temporary duty assignments will be based upon official necessity and qualifications of the individual to best perform the mission required without regard to sex, race, religion or national origin. So far as necessary in the full performance of their position duties, employees are responsible for responding to temporary duty assignments in the same manner as to duties at their permanent duty station. The employer agrees to attempt to insure that problems created by TDY assignments will have a minimal impact on moral of the individual technician. Information on the assignment will be made known on a continuing basis to the affected technicians, as it becomes available.

13-2 STEWARD:

The labor organization will be informed of the deployment requirements and kept updated. As soon as practical a steward may be appointed by the labor organization in accordance with Article 3 paragraph 3. For the period of the TDY, that steward will be the labor organization point of contact. Contingent upon the appointment of a steward, the labor organization is the point of contact.

13-3 ASSIGNMENT OF QUALIFIED TECHNICIANS:

Management will determine what qualifications are required based on the mission requirements of a particular TDY assignment. Qualified volunteers for a TDY will be sought and considered before non-volunteers are assigned. When no volunteers or an inadequate number of volunteers are available management will make selection(s) based on mission requirements.

13-4 STATUS:

If preference of status is available, required leave status will be in accordance with Article 16 of this agreement.

13-5 MODE OF TRANSPORTATION:

Employees will use the method of transportation administratively authorized on travel orders as most advantage to the Government. Any additional cost or time resulting from use of a method of transportation other than specifically authorized will be the employee's responsibility. Travel by privately owned conveyance might be authorized when employees are engaged on official business. Travel by privately owned vehicles will not be directed but may be authorized at the Employer's discretion. When an employee uses a privately owned conveyance as a matter of personal preference while traveling, reimbursement will be in accordance with applicable regulations and JTRs. Compensatory time gained will not exceed that of which is granted to employee's traveling by government conveyance.

Any person traveling by a mode of transportation other than the authorized means shall be paid only for the constructive cost of the mode that would have been provided by the transportation office including constructive per diem for travel by that mode. When the actual Privately Owned Vehicle (POV) costs are less than the constructive costs, reimbursement will be in the amount of the actual costs. All other time used will be in an authorized leave status. An employee with a medical certification shall not be required to travel.

13-6 TRAVEL VOUCHERS:

The employee will submit a travel voucher to the Accounting and Finance Office in all cases when travel is completed. The voucher should be submitted within five (5) workdays after completion of travel. The filing of travel vouchers and time spent obtaining per diem/travel arrangements may be accomplished while on duty status. An individual is available to advise/assist the technician with such vouchers during normal duty hours. All moneys owed the employee will be paid within 30 days.

13-7 TRAVEL ADVANCE:

- a. Use of the Government Travel Card is mandatory for all federal civilian personnel who are likely to perform frequent temporary duty travel (TDY). Frequent TDY is defined as three (3) or more times per year.
- b. Employees are required to default split disbursement all charges on the card associated with the trip being settled, to include those for which receipts are not required (such as meals) directly to the travel card issuing company. Any entitlement due to traveler in excess of the amount listed will be sent to the traveler's Electronic Funds Transfer (EFT) account.

13-8 WORK SCHEDULES:

A proposed work schedule and schedule of events for the TDY will be posted a minimum of seven (7) days in advance if the information is available. Employee work schedules should reflect known work requirements of the TDY. Employees required to perform temporary duty away from their work station (TDY), will be entitled to any pay differentials for those periods for which they had been scheduled, whether performing the actual duty or not.

13-9 WORKING CONDITIONS:

The employer agrees that every reasonable effort will be made to insure that adequate numbers of technicians will support each TDY to insure the health, safety, welfare, and morale of each technician.

13-10 COMPENSATORY TIME:

- a. Time spent traveling (but not other time in travel status) away from the permanent duty station is "hours worked" when it cuts across the employee's workday. The time is not only "hours worked" on regular workdays during normal working hours but also during the corresponding hours on non-workdays. Thus, if any employee regularly works from 0800 to 1630 from Monday through Friday, the time spent traveling during these hours is "hours worked" and the time spent traveling during corresponding hours on non-workdays (Saturday, Sunday and holidays) is also "hours worked" and the employee will receive compensatory time for these periods. Travel performed prior to 0800 and after 1630 would not be considered as "hours worked". Compensatory time may be granted for time spent in a travel status, which is outside of scheduled duty hours on the scheduled workday.
- b. When management is unable to schedule or control the administration of work or assignment, any technician required to work, "standby", or travel on other than normal duty hours will receive hour for hour compensatory time.
- c. When practical, travel will normally be arranged within the employees scheduled hours of work.

13-11 HOME STATION WORKLOAD:

The employer acknowledges that a TDY may create additional workloads for technicians who remain at home station. Every effort will be made to keep workloads and special details to a minimum.

13-12 PRUDENCE IN TRAVEL/ORDERS:

An employee on TDY will exercise the same care in incurring expenses and accomplishing a mission that a prudent person would exercise if traveling on personal business. Excess costs, circuitous routes, delays or luxury accommodations, unnecessary or unjustified in the performance of a mission are not considered acceptable as exercising prudence. Employees will be responsible for excess costs and any additional expenses incurred for personal preference or convenience. TDY Orders will be prepared and delivered five (5) working days in advance of departure. Civilian TDY orders would reflect the civilian grade of the individual concerned.

ARTICLE 14
HEALTH, SAFETY, AND WELFARE

14-1 GENERAL:

The employer and the union agree to exert every reasonable effort to provide and maintain a work environment conducive to the safety and well being of employees. Rules, laws, and regulations related to safety shall be made available to all employees and departments and shall be strictly adhered to. It is acknowledged that certain necessarily performed tasks involve varying degree of hazard. Employees normally assigned to perform hazardous tasks shall be those who have received appropriate briefing, instructions, or training pertinent to the hazardous task to be performed. The employer shall provide required safety and health hazardous tasks shall be those that incorporate all immediately available safety precautions and devices.

14-2 OCCUPATIONAL SAFETY AND HEALTH COUNCIL:

- a. The Occupational Safety and Health (OSH) Council has been established to review the accident and occupational illness experience a prevention program of every command or activity.
- b. The Council will meet at least quarterly.
- c. A representative of the Labor Organization will be appointed as a member of the OSH Council.
- d. The OSH Council will review employee and Labor Organization suggestions to improve conditions and increase efficiency.

14-3 WORKMAN COMPENSATION:

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

14-4 PREVENTION OF HEAT INJURIES:

The employer and the labor organization mutually recognize that working in high temperature environment poses a health hazard. At the same time, they acknowledge the necessity for accomplishing certain tasks under varying degrees of environmental temperature.

- a. Management acknowledges that there are certain heat factors beyond which employees are capable of performing sustained work.
- b. The wet bulb method will be used by management to determine the heat index.
- c. It is realized that heat tolerance between individuals differs and that type of outside work being accomplished affects the body heat generated by a worker. Therefore, common sense must be applied when considering maximum exposure time.

14-5 TDY SAFETY:

When technicians are sent to repair an aircraft or other equipment out of commission at locations other than home station, full consideration will be given by the employer to the method, the means, and the appropriate number of personnel by which such repair should be accomplished. In addition, the employer shall ensure the expeditious job accomplishment, as well as, the safety and health of personnel.

14-6 PERSONAL PROTECTIVE EQUIPMENT (PPE):

a. The employer will furnish personal protective equipment at no cost to the technician whenever it is required by reasons of hazards, processes, or environments that may cause injury or impairment of any part of the body through absorption, inhalation, or physical contact. Protective eyewear, to include prescription safety glasses, will be furnished to personnel who are required by medical condition for the safe performance of their assigned duties. The technician may provide a current eyeglass prescription or a new prescription as vision changes occur. All issued safety glasses broken on the job will be replaced, at no cost to the technician.

b. With the intent to enhance safety, comfort, health and wellness of all employee whose full time technician position require the use of safety footwear, the employer will provide initial issue and replacement of these items at no cost to the employee. Special orthopedic footwear will be provided to employees with a verified medical condition, which would prevent them from utilizing the normally issued footwear. All footwear will conform to military appearance standards. PPE will be provided from those sources that are most beneficial to the government in accordance with regulatory requirements.

14-7 HAZARD COMMUNICATIONS PROGRAM:

a. Hazardous material information and training will be made available IAW current DOD directives and NGR 385-10.

b. All personnel will receive the training required by the directives and standards detailing the hazards associated with chemicals used in their respective workshops. Employees who handle, use, or are potentially exposed to hazardous materials in the course of official duties, will receive training on the specific hazards in their work area. This training will be conducted upon initial work area assignment, whenever new hazard is identified or introduced into a work area, and prior to workers conducting tasks in their work place.

c. All training will be properly documented.

d. Material Safety Data Sheets (MSDSs) will be available for each hazardous chemical used at the facility and prior to workers conducting assigned tasks. The MSDS may be maintained in a centralized location, so they are readily accessible during working hours. Supervisors will ensure that personnel are informed of the hazards noted on MSDSs, and properly trained. Training will be annotated on a locally created document maintained in the safety and personnel training binders.

14-8 SAFETY SURVEYS:

A Labor Organization representative shall be afforded, in official time, the opportunity to be present during any safety surveys conducted by any agency or persons contracted by the Employer to conduct the surveys. Safety and health inspectors shall be authorized to deny the right of accompaniment under this section to any person whose participation interferes with a fair and orderly inspection.

14-9 HAZARD REPORTING

- a. A hazard may be reported by any employee and may be submitted on any unsafe or unhealthful working condition that affects their safety and health.
- b. Reportable hazards include, but are not limited to, unsafe procedures, practices, or conditions identified in the work or training environment.
- c. Hazards should be reported to supervisors, Safety and Health Officials, or others having responsibilities for Safety and Health matters.
- d. The Safety Office will review and evaluate the report IAW applicable directives. Hazard Reports may be submitted anonymously, directly to the Safety Office.
- e. If after reviewing and processing of the report by the Safety Office, the originator is not satisfied, the employee may forward the report to the State Safety and Occupational Health council for evaluation and proper determination.

NOTE: Applicable Safety Regulations may be obtained from Safety Office or by Army Electronic Library. They shall be made available to all employees.

- f. The term “imminent danger” means any conditions or practices in any work place which are such that a danger exists which could reasonably be expected to cause death or serious physical harm immediately or before the imminence of such danger can be eliminated through normal procedures.
 1. In the case of imminent danger situations, employees shall report them to the immediate supervisor, the next available expeditious means available. In such situations, the Safety Office will be immediately notified. If the hazard is eliminated on the spot, no further action is required. If the hazard is not or cannot be corrected within the work center, an appropriate Hazard Report, will be prepared and given to the section supervisor.
 2. The employee has the right to refuse to perform assigned duties if under the circumstances the condition possesses an imminent risk of death or serious bodily harm.
 3. If the supervisor determines that the condition in fact poses an imminent danger, the practice will be stopped and management shall request an inspection by the Safety Office. The Labor Organization will be contacted and shall be afforded the opportunity to be present at the time the inspection is made.
 4. The Safety Office will determine if the condition merits corrective action or does not pose an imminent danger. If corrective action is required the practice will be discontinued until corrected. If the practice does not pose imminent danger the work shall be resumed. The Safety Office will inform management of its findings and recommendations in writing.
 5. When the condition is corrected and the Safety Office determines that it no longer poses danger to the employee's safety, the employees will be required to return to work.
 6. If the employee refuses to perform the required practice, then the employee must present sufficient evidence to demonstrate that imminent danger still exists and provide suggestions for corrective measures. At this point, refusal by the employee will be considered insubordination and they will risk disciplinary actions.

14-10 POTABLE WATER:

The employer agrees to provide potable cold water to all employees daily. Water fountains will be filtered and changed regularly in accordance with filter specifications. In those instances that bottled water is used, management will insure that a proper level inventory of bottled water is maintained.

14-11 RESTROOMS/CLEAN UP FACILITIES:

The employer agrees to provide adequate and sanitary toilet and cleanup facilities to all employees within their immediate work area. Appropriate toiletries (i.e. toilet paper, hand towels, hand soap) will be provided on a daily basis, and renewed before exhausted.

14-12 PARKING:

The employer, will provide for adequate parking, in close proximity to their work facility, for employee's private vehicles. This area should be well illuminated.

14-13 TELEPHONE AVAILABILITY:

The employer will insure telephone service will be made available to employees to either receive or place calls to family members for emergency situations.

ARTICLE 15
HAZARDOUS DUTY AND ENVIRONMENTAL DIFFERENTIAL PAY

15-1 EDP/HDP REQUESTS:

a. Environmental and Hazardous Duty differential pay requests will be handled in an expedient manner in accordance with 5 CFR 532 and the Puerto Rico EDP/HDP Plans.

b. The Labor Organization will have one (1) representative on the EDP/HDP Committee. Subject matter specialists may be used as required. The parties recognize payment of EDP/HDP is a matter for negotiation IAW 5 CFR 532. The committee will meet at least twice a year.

15-2 EDP/HDP IN EFFECT:

All differentials (EDP/HDP PAY) presently paid will remain in effect for the duration of this agreement, or until it is agreed by the parties that the hazard has been eliminated.

ARTICLE 16
LEAVE

16-1 GENERAL:

a. Annual leave will be administered on a uniform and equitable basis within the scope of applicable regulations.

b. Each technician will be allowed to schedule/use annual leave in the amount that will normally accrue during the current leave year. The employer will make every reasonable effort to honor the leave requests for the employees. The only basis for refusal of annual leave should be mission accomplishment and workload situations.

1. This section is currently pending a Court of Appeals decision. Upon decision, this section will be renegotiated.

c. In situations where there are more employees requesting leave for a particular period than can be approved due to mission requirements then those technicians with a "use or lose" balance will be given first preference, then technician seniority will be the deciding factor. A rotational schedule should be considered from year to year.

d. Unscheduled annual leave. The employee will contact the supervisor before the start of the shift. The employer agrees to grant the request for unscheduled annual leave if possible with regard to mission accomplishment. In situations where the employee finds it impossible to contact the supervisor a two-hour grace period is in effect with no disciplinary action may be considered unless circumstances warrant. Notification that does not meet the two-hour criteria will be dealt with on a case by case basis. The supervisor may request documentation to substantiate an emergency.

e. Annual leave will be charged to a Technician's account in quarter hour increments in accordance with NGB (AR) 37-105-1.

f. A maximum of 240 hours of accumulated leave may be carried forward to the new leave year without forfeiture. Individual request for carry over of annual leave in excess of 240 hours, and supervisory recommendations to do so must be in writing and forwarded to the HRO 30 days prior to the end of the current leave year.

g. Employees who are dissatisfied with the administration of their leave may have the matter resolved under the grievance procedure established in this agreement.

16-2 LEAVE TRANSFER:

The leave transfer program is a program to donate annual leave to another employee's sick leave account when there is a medical condition. When need arises, this program will be implemented in accordance with applicable regulations current at the time the need exists. Changes to implementing instructions will be impact bargained.

16-3 SICK LEAVE:

a. Sick leave will be authorized only in bona fide cases and may be granted orally or may require acceptable evidence. It is the responsibility of the supervisor to ascertain whether absences are properly chargeable to sick leave. Medical certificates may be required under the following conditions:

1. For absence in excess of three (3) workdays.

2. For absences for short periods at frequent intervals whenever there is reason to believe that the sick leave privilege is being abused. In such cases, the technician will be advised in writing after counseling that a medical certificate will be required to support any future grants of sick leave regardless of duration.

b. Sick leave is authorized upon request for all medical appointments including reasonable travel time as necessary for both local and non-local appointments.

c. Employees who may be required to provide care for an immediate family member with a contagious disease or sickness will be authorized sick leave. Should there be any question concerning whether a disease or illness is contagious within the meaning of the regulation of CFR 630, a medical certificate stating that the disease/illness is contagious may be required to support the granting of sick leave.

16-4 COMPENSATORY TIME:

a. Overtime pay is not authorized for National Guard Technicians. Compensatory time will be given to technicians on a hour for hour basis, for the amount of time spent by them in overtime work in excess of their scheduled tour of duty, in accordance with applicable regulation. In the event a technician is called back, a minimum of two hours will be considered standard, the technician is encouraged to document or explain the circumstances which would justify a greater amount of compensatory time.

b. The administration of any necessary overtime work is solely a function of the employer. Factors which will be considered include: the nature of the work, the need for special skills, the priority of productive or support effort and the number of employees required. Management may also consider qualifications of employees in the functional area currently assigned a particular job, and outside activities of the employee. Employees will be selected for overtime work on a fair and equitable basis consistent with job and skill requirements.

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

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

e. Compensatory time will be coordinated between the supervisor and the individual concerned. Such time will be administered in the same manner as annual leave. Compensatory time should be taken within twenty-six (26) pay periods from the pay period in which it was earned. At the end of the twenty-sixth pay period from that in which it was earned the compensatory time will be forfeited. It is the technician's responsibility to request use of the compensatory time to avoid its loss. Supervisor will grant compensatory time, which will be lost if not used.

16-5 PARENTAL LEAVE:

Parental leave is authorized in accordance with 5 CFR Part 630, The Family and Medical Leave Act (FMLA) of 1993 and The Family Friendly Leave ACT of 1994. The FMLA provides entitlement to 12 workweeks of unpaid leave during any 12 months period. The employer acknowledges that the employee and his/her doctor shall determine the basis for a reasonable length of maternity leave.

This absence period may include a pre-delivery period, delivery, post-natal recovery period, bonding time or an

illness of a dependent. The use of annual or sick leave will not be charged against the 12-week period.

16-6 TRAUMATIC LEAVE:

Civilian Technicians are entitled to a continuation of pay status (COP) for a period not to exceed forty-five (45) days for any covered incapacitating injury or recovery period required by a doctor. NOTE: Early filing of a workman compensation claim form (CA-1 for an injury, CA-2 for illness/disease), is essential to assure full coverage for any job related injury or illness.

16-7 LEAVE WITHOUT PAY (LWOP):

LWOP is an approved absence without pay upon the employee's request. The employer agrees to consider LWOP upon the request of the employee for situations such as:

1. Job related training/education, which would be of benefit to the agency.
2. Recovery from illness and/or disability.
3. Personal/family emergencies.

The Employer agrees to afford leaves of absence of any employee elected or appointed to a position of national officer or representative of the Union for the purpose of servicing full-time in the position. Leaves of absence granted under this article will be for a period concurrent with the term of office or appointment of the official.

16-8 LEAVE FOR BLOOD DONATION:

The employer and the Labor Organization recognize the importance and humanitarian need for community blood donors. When community need for blood donors arise and work requirements allow for employer donor to be released, the employee(s) will be in an excused absence. Depending on the community needs and consistent with safe medical practices, excused absences normally will not exceed four (4) hours.

16-9 MILITARY LEAVE:

Military leave is a special form of administrative leave granted to government employees for the purpose of performing military duty/training on an annual basis. The employer agrees that no employee may be required to use military leave, prior to use of other appropriate leave. Technicians are provided for the option of using other available leave first or commingling types of leave. However, if other forms of leave are commingled with military leave, to the extent available, military leave must be used on weekends and holidays. It is recognized that the employee may carry-over up to fifteen (15) days of unused military leave from one fiscal year to the next. Technicians have the potential of a maximum total of 30 days military leave for use during a fiscal year.

16-10 ADMINISTRATIVE DISMISSALS:

When the employer authorizes the shutdown or closure of an activity or unit because of weather conditions or emergencies, i.e.; loss of water or power, technicians may be granted administrative leave.

- a. A normal time limit of four (4) hours will be used under normal conditions, for the loss of power or water for Administrative leave to be administered.

16-11 COURT LEAVE:

Court leave is leave with pay for the period of time a technician spends in court for jury duty as a juror or as a witness, or for attending judicial proceedings. Court leave will be extended to a technician when summoned to appear, as a witness in judicial proceedings on behalf of a state, or local government or when required to perform jury duty in a federal, state, or municipal court.

ARTICLE 17
MERIT PROMOTION AND INTERNAL PLACEMENT

17-1 PURPOSE:

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

17-2 OBJECTIVES:

a. The Puerto Rico National Guard Merit Placement Plan (PRNG MPP) with the additional requirements and modifications agreed to in this Article will be used for filling bargaining unit vacancies in the exempt and competitive service of the technician work force and will be used for all promotions and competitive reassignments. The same qualification criteria will be used, regardless of candidate source, when filling technician positions. The parties acknowledge that any changes to PRNG MPP require negotiation prior to implementation.

b. To present for the employer's consideration qualified candidates.

c. To give technicians an opportunity to receive fair and appropriate consideration for higher level job.

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

e. To provide attractive career opportunities for technicians.

17-3 EMPLOYEE RESPONSIBILITIES:

Employees are responsible for familiarizing themselves with the provisions of this article and the PRNG MPP, assuring that applications are accurate and complete in relation to their present duties being accomplished and the position being applied for. The employer will provide a copy of the PRNG MPP to all employees.

17-4 TEMPORARY EMPLOYEES:

Temporary technicians employed without competition and temporary technicians employed using the PRNG MPP (Indefinite Appointments) will not be considered for vacancy announcement that are limited to Area one candidates.

17-5 VACANCY ANNOUNCEMENTS:

Vacancy announcement will be posted on official bulletin boards for a minimum of fifteen (15) working days, in a central location at all facilities which have bargaining unit members. One copy will be given to the chapter president.

17-6 AREAS OF CONSIDERATION:

The areas of consideration for each specific position vacancy announcement will be in the following manner and sequence:

a. Bargaining unit positions:

1. Area one (1): All excepted/competitive technicians currently employed.

2. Area two (2): All other members of the Puerto Rico National Guard or those eligible for membership.

b. For vacant bargaining unit positions, the initial area of consideration will be all excepted technicians (and will include qualified competitive employees) in the bargaining unit, specifically excluding all AGR personnel. Vacant bargaining unit positions may be announced concurrently as merit and open. In the event the announcement is concurrent, non-bargaining unit candidates, including any AGR personnel, will not be submitted to the selecting official for consideration until those qualified bargaining unit employees, if any, have been given priority first consideration and not selected.

17-7 APPLICATION PROCEDURES:

The appropriate application is the document by which the individual's qualification for the position is determined. It must, therefore, reflect the applicant's current and past employment data as well as all duty assignments, qualifications, and training. Complete and accurate data is essential to insure fair evaluation of candidates.

Applicants must specifically address the basic eligibility factors (which include general and specialized experience) and the KSA factors as stated on the vacancy announcement. Along with the application form discussed below, supplemental forms that show all of the candidate's qualifications must be submitted.

a. Applicants are encouraged to update their qualifications filed in the Official Personnel Folder for each position they are applying for and to contact the Human Resources Office (HRO) Staffing personnel for assistance in completing their application. Technicians will apply on PRNG Form 135R and should attach Optional Form 612.

b. Employees scheduled for TDY may notify the HRO staffing personnel of their temporary address and request job vacancy announcements are forwarded to them with the appropriate application forms.

c. Applications hand carried or mailed through the internal mail carried must be received at the HRO no later than 1600 hours of the closing date specified on the vacancy announcement. Applications mailed to the HRO must be postmarked no later than 1600 hours of the closing date specified on the vacancy announcement.

17-8 PROCESSING APPLICATIONS:

a. The HRO will evaluate the application to determine that the applicant meets the basic qualifications of the advertised position. KSA are used in the rating and ranking process, not to determine basic eligibility.

b. If there are more than (7) qualified applicants, the HRO will appoint a rating panel for the purpose of rating the candidates to determine the qualified candidates. If there are (7) or less applicants, the HRO will provide the selecting official with the applications and selection certificate.

17-9 RATING PANEL:

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

when there are more than 7 applicants in accordance with the PRNG MPP.

17-10 EVALUATING AND RANKING CANDIDATES:

Evaluation and ranking of candidates will be accomplished using the PRNG MPP.

17-11 REFERRAL OF CANDIDATES:

Following the evaluation of candidates, the HRO will refer up to seven qualified candidates. Candidates will be listed on the PRNG Form 120R (Referral Certificate) in order of ranking when a rating panel was used, otherwise they will be listed in alphabetical order. Applications and supporting documents submitted by candidates will also be forwarded to the selecting official for each promotion certificate submitted to him.

17-12 ACTIONS BY THE SELECTING OFFICIAL:

The selecting official has the right to select or not select any of the candidates referred to them.

a. Provide for a fair and impartial one on one interview of each eligible candidate listed on the referral and selection certificate who is available for interview. If personal interviews are not possible, telephone interviews will be conducted. This provides another means of evaluating and comparing and gives eligible candidates a chance to discuss the position and their qualifications.

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

(1) For the purpose of this section, “definitive” means a reason for non-selection which provides a non-selected Area one candidate with the information as to an area, or areas, where the applicant needs to improve.

(2) Once justification has been accepted by the HRO the remaining area one candidates will be submitted to the selecting official.

(3) The selecting official will then complete the actions in paragraph a, for those technician candidates.

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

c. If a selection is made from any promotion certificate, the selecting official will sign and return the certificate to the HRO.

17-13 HUMAN RESOURCES OFFICE ACTION:

a. The HRO will notify the candidates as to the reason for the delay (i.e., lack of funding).

b. When the selecting official non-selects the entire promotion certificate HRO will ensure the justification provided for each candidate is IAW section 17-12(b).

17-14 RELEASE OF SELECTEE:

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

17-15 GRIEVANCES:

a. A technician 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 the grievance procedures agreed to in this contract. A grievance will not be considered when it is based solely on non-selection.

b. The employer upon written request, which shows particularized need, will submit to the Labor Organization the promotional material utilized in assessing the qualifications of the eligible candidates in an alleged or formal promotion action. Confidentiality of promotion material will be maintained by the labor organization and personnel identifiers will be removed.

17-16 COMPREHENSIVENESS:

This article is designed to provide for the selection of bargaining unit position in the most common type promotion opportunities that will occur. There will be unusual cases presented. In this event, the negotiation teams will attempt to resolve the problems IAW the Impact and Implementation Bargaining article.

ARTICLE 18
DISCIPLINE

18-1 GENERAL:

a. This article applies to matters of CONDUCT only, actions that relate to JOB PERFORMANCE will be accomplished in accordance with the agency performance appraisal system (Article 12). It is acknowledged that in some cases, disciplinary actions are necessary. The parties agree that discipline and adverse actions will be based on just cause and be consistently applied equitably, and promote the efficiency of the federal service.

b. The parties recognize that there are two types of technician disciplinary actions that may be appropriate; i.e., informal disciplinary action and formal disciplinary action. Disciplinary action will be for the sole purpose of correcting offending technicians and problem situations and maintaining discipline and morale among other technicians. A supervisor should consider a closer degree of individual supervision and/or warnings to effect corrective action prior to undertaking a formal disciplinary action.

c. In order to be effective, constructive discipline must be timely. Whenever possible, disciplinary action should be initiated within ten (10) workdays after the offense becomes known to the individual's supervisor.

18-2 INFORMAL ACTION:

a. This type of action will consist of a counseling interview with the technician by his supervisor. The technician will be advised of the specific infraction or breach of conduct and exactly when it occurred. The technician will have a labor organization representative present if desired, and supervisors will advise the technicians of this right prior to the interview.

b. Counseling interviews will be recorded on NGB Form 904-1, in pencil, and may not exceed thirty (30) days.

c. To protect the confidentiality of the records (NGB Form 904-1) and to preserve the privacy of the individual, records will be maintained at the lowest level of supervision excluded from the bargaining unit and access will be limited to management/technicians concerned and individuals to whom the technician has given written permission.

d. An appeal of a counseling interview may be made through the negotiated grievance procedure. A successful appeal could cause any record of the counseling to be deleted.

18-3 FORMAL DISCIPLINARY ACTION:

a. Formal disciplinary action consists of oral admonishments, written reprimands, suspensions, reductions in grade, and removals. Even though these actions constitute formal discipline, only suspension, reduction in grade, and removal actions are considered adverse actions since they affect the pay of the technician.

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

1. An oral admonishment:

(a) Is a disciplinary action that notifies a technician to desist from a certain course of action. The supervisor will describe the offense in sufficient detail to enable the technician to understand why the admonishment is necessary. The technician may have a Labor Organization representative if so desired. The supervisor will advise the technician of this right prior to the questioning and presentation of the admonishment.

(b) Will be annotated in pencil (date and subject) on the NGB Form 904-1. The admonishment may not be retained longer than four (4) months.

(c) In order to protect the confidentiality of the records (NGB Form 904-1), and to preserve the privacy of the individual, records will be maintained at the lowest level of supervision excluded from the bargaining unit and access will be to management/technicians concerned and individuals to whom the technician has given written permission.

2. Written reprimand will:

(a) Normally be signed by the appropriate supervisor and coordinated with HRO for contract and regulatory compliance.

(b) The technician may have a Labor Organization representative if so desired. The supervisor will advise the technician of this right prior to the questioning and presentation of the letter of reprimand.

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

(d) Inform the technician that the letter will be filed as a temporary document in the Official Personnel Folder (OPF) until a specific date. Retention period may not exceed twelve (12) months.

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

4. If adverse action is decided upon the procedure in Section 18-4 applies.

18-4 ADVERSE ACTIONS:

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

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

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

b. Adverse actions will not be initiated by any supervisor without consulting with the Reviewing Official and obtaining approval of the HRO before issuing proposed adverse action and original decision. The following, as required by agency regulation TPR 752 will be the sequence of event for an adverse action:

1. Technicians will be given at least a thirty (30) calendar day notice of proposed adverse action, signed by the individual proposing the action. The technician or the representative will be given the opportunity to reply to the charges in writing and/or in person, to the reviewing official.

2. The technician will be given a Notice of Original Decision, signed by the Reviewing Official that will state the specific action being taken. Upon receipt of the decision the technician has twenty (20) calendar days to file for one of the following: an appellate review by the Adjutant General; an Administrative Hearing conducted by a National examiner; or for advisory arbitration conducted under the arbitration provisions of the grievance / arbitration article.

(a) Technicians requesting a review/appeal shall select one of the options available to them for the appeal and include whether or not they request representation.

(b) If the technician requests an administrative hearing, the HRO will submit a written request to NGB for a list of examiners, from which the Adjutant General may make a selection. A letter will be sent advising the appellant of the name of the hearing examiner. The hearing will be before the selected hearing examiner who will provide a recommendation to The Adjutant General. The Adjutant General will consider the recommendation in making the final decision. The hearing examiners per diem and travel expenses will be paid by management. If advisory arbitration is requested, the arbitrator's decision is advisory in nature. The Adjutant General must consider the arbitrator's recommendation when making his final decision on the disposition of the adverse action.

(c) An Adverse Action will be carried out if there is no appeal to the action or the appeal procedure has been exhausted and the action upheld in accordance with 32 USC 709e (5) and (6). The original thirty day notice of the original decision will be the only 30 days notice required if the decision is upheld. The employer may invoke the original decision in cases of removal, if he determines that the technician's presence at the work site may not be in the government's best interest, in accordance with TPR 752 2-6.

18-5 REPRESENTATION:

a. Prior to discussions that may lead to disciplinary or adverse actions, the supervisor or person/persons performing the interview/investigation for the agency will notify the technician of the right to labor organization representation. If the employee accepts representation, no further questioning will take place until the representative is present. If the technician chooses not to have representation that waiver must be in writing. The labor organization will be served a copy of this waiver.

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

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

d. Investigation into the proposing of disciplinary actions shall be handled in an expeditious manner after the Employer has become aware of or should have become aware of the alleged misconduct.

18-6 RECORDS:

a. In any disciplinary action, an employee will, upon written request, be furnished a copy of all written

documents in the employers files which contain evidence used by the employer to support any disciplinary or adverse action. Any such records, or diaries shall not be used as basis to support any disciplinary or adverse action against an employee unless the employee has been shown and provided a copy of such record, notes or diary within a reasonable period of time after the date of the incident being recorded. Informal notes made by supervisors that allege infractions, tardiness, and the like, cannot be used in proceedings against employees, unless timely disclosed beforehand.

b. No written entry will be made in an employee's files concerning disciplinary matters without the knowledge of the employee. The employee will initial the entry. The employee's initials acknowledge ONLY that the employee KNOWS that an entry was made, but in no circumstance would initialing the entry be considered as an agreement with the entry or an admission of guilt.

c. Any of the above such records, notes or diaries shall not be used as a bases to support:

1. A performance evaluation of marginal or unacceptable:

2. The denial of a career ladder promotion, or;

3. The denial of a within grade increase, unless the employee has been shown and provided a copy of such documentation within a reasonable period of time, not to exceed thirty (30) calendar days, after it has been determined that the information will be used for such purpose, and before it is used.

ARTICLE 19
GRIEVANCE PROCEDURES

19-1 GENERAL:

Technicians within the bargaining unit are required to use this agreed to grievance procedure as the sole means of resolving all complaints covered by this article. The employee retains the right to request Labor Organization representation in the grievance procedure or to decline such representation. If the technician chooses not to have representation, that waiver must be in writing. The Labor Organization will be served a copy of this waiver. However, the Labor Organization will be given the opportunity to have a representative present during all grievance proceedings to ensure that the adjustments of the grievance are not inconsistent with the terms of the agreement. A grievance will be formally presented normally not later than FORTY FIVE (45) CALENDAR DAYS after the grievance took place or the individual becomes aware of the events that constitute the grievance, whichever is later. Either party may seek interpretation of the meaning or intent of the agreement from representatives of the negotiating teams.

19-2 DEFINITIONS:

A grievance is:

- a. Any complaint by any employee concerning any matter relating to the employment of the employee.
- b. Any complaint by the labor organization concerning any matter relating to the employment of any employee.
- c. Any complaint by any employee, the labor organization, or agency concerning:
 - (1) The effect of interpretation, or a claim or breach, of the collective bargaining agreement; or
 - (2) Any claimed violation, misinterpretation or misapplication of any law, rule or regulation affecting conditions of employment.

19-3 REPRESENTATION:

The labor organization is assured the right to represent itself and/or each and any employee in the bargaining unit in the presentation and processing of any grievance.

19-4 EXCLUSIONS:

It is agreed that this negotiated procedure is a full coverage procedure except for those matters specifically excluded by law (PL 95-454) from the coverage of this agreement. Matters excluded from the negotiated grievance procedure are:

- a. Any claimed violation relating to prohibited political activities (Hatch Act Violations).
- b. Retirement, life insurance, or health insurance.
- c. A suspension or removal under Paragraph 7532 (National Security) of Title 5, U.S.C.
- d. Any examination, certification, or appointment.

e. The classification of any position, which does not result in the reduction in grade or pay of an employee. This may be appealed under other procedures. For GS employees TPR 500 (511.6), for WG employees TPR 532-1.S7, (532-1) are the applicable references.

f. An EEO compliant.

g. Performance Appraisals

19-5 EXCLUSIVE PROCEDURE:

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

19-6 EMPLOYEE RIGHTS:

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

19-7 GRIEVANCE FILE:

A grievance file will be maintained by the HRO.

19-8 PRESENTING GRIEVANCE:

- a. A grievance must be presented using the agreed to grievance form which is included as part of this article.
- b. The labor organization has the right, on its own behalf or on the behalf of the bargaining unit employee(s), to present and process grievances.
- c. If an employee, or group of employees, elects to present their grievance without the assistance of the Labor Organization, adjustments of the grievance may not be inconsistent with the provisions of this agreement.
- d. The appropriate supervisor or manager involved will notify the Labor Organization of grievance proceedings and inform them of the time and place of such proceedings. The point of contact will be a chapter officer.

19-9 OFFICIAL TIME:

A reasonable amount of official time, without charge to leave, will be afforded in accordance with the following:

- a. To the employee to discuss, informally, with his/her first line supervisor and/or their labor organization representative, any dissatisfaction the employee may have;
- b. To a labor organization representative to discuss informally or formally with the appropriate management official any complaint the labor organization may have concerning matters under this agreement;

c. To the employee and the designated labor organization representative for preparing and presenting the grievance.

19-10 EMPLOYEE GRIEVANCE:

a. It is agreed that settling of problems may be accomplished verbally before becoming formal. At this informal stage, the employee and the representative will meet with the supervisor/manager concerned and an attempt will be made to resolve the issue(s) that caused the grievance. This step is encouraged by both the employer and the labor organization.

b. If a settlement cannot verbally be agreed to, the following procedure will be utilized:

STEP 1

The grievance will be prepared in writing, utilizing the agreed to form. The grievance will be presented to the appropriated management official. The grievance and information will be discussed at the time of presentation of the grievance. The management official will provide a determination of settlement, in writing, to the individual and the labor organization within seven (7) working days.

STEP 2

If the grievant is dissatisfied with the settlement offered at step one, an appeal may be made to the Adjutant General within fifteen (15) working days. Ad decision, in writing, will be rendered within fifteen (15) working days to the grievant and the labor organization.

19-11 LABOR ORGANIZATION GRIEVANCE:

a. Labor Organization initiated grievances will name the appropriate management official as 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. The management official will provide a decision, in writing, within seven (7) working days, to the Labor Organization Chapter President.

STEP 2

If the Labor Organization is dissatisfied with the decision of the management official an appeal will be forwarded to the Adjutant General within fifteen (15) working days. If TAG does not sustain the grievance a reason in writing will be provided to the labor organization.

19-12 RIGHT TO INFORMATION:

Upon request and subject to law, rule, or regulation, management will supply the Labor Organization with any investigation reports and/or documents used in the original account when denying a grievance. This is to insure

the Labor Organization has all the necessary information for a determination to invoke or not invoke binding arbitration.

19-13 ARBITRATION PROCEDURES:

a. Arbitration may be used to settle unresolved grievances.

b. Only the labor organization or the employer may invoke the provisions of this section.

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

19-14 ARBITRATOR SELECTION:

When arbitration is invoked, the party invoking arbitration may request a list of seven arbitrators from the Federal Mediation and Conciliation Service (FMCS) and concurrently inform the other party of its intent. Within seven (7) working days of receiving the list, both parties shall meet to select an arbitrator. If agreement cannot be reached, regarding the selection of an arbitrator then the parties will alternately strike the names from the list until only one (1) name remains. The individual name remaining will be duly selected to hear the grievance. The parties agree that if the selected arbitrator is unavailable to hear the grievance within thirty (30) days the parties may select a new arbitrator using the above procedures. If either party fails to participate in the selection process, the arbitration action will proceed with the requiring party accomplishing the selection.

NOTE: If the chosen arbitrator cannot hear the case within thirty (30) days the intent of Section 22-14 is to allow the parties to select from the remaining names on the list or request a list of seven additional names.

19-15 ARBITRATION EXPENSES:

Expenses incurred for the arbitrator list and fee, travel, and per diem will be shared equally. If a transcript is required or used during the arbitration proceedings, management agrees to pay for any costs that might be incurred. Any expenses incurred in obtaining witnesses shall be borne solely by the party requesting the same.

19-16 DATE AND LOCATION:

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

19-17 FLRA EXCEPTIONS:

The parties understand the Federal Labor Relation Authority has promulgated regulations providing for filing of exceptions to an arbitrator's award. The period for filing of exceptions is not later than thirty (30) days from the date the award is served on the parties. The date of service is the date the arbitration award is in the U.S. mail or is delivered in person. It is understood that if no exceptions to an award are filed during this thirty (30) day period, the award shall be final binding and effective on the thirty first (31st) day.

19-18 COMPLIANCE:

Certificate of compliance with the decision of the arbitrator, to include corrective action where appropriate, shall be provided to the other party as soon as practical.

ARTICLE 20
IMPACT BARGAINING

20-1 PURPOSE:

Prior to implementation of any event that could adversely affect one or more members of the bargaining unit, management will negotiate with the labor organization appropriate arrangements regarding the impact of the event(s). Such negotiations will take place prior to any announcement of the proposed management action, which could adversely affect bargaining unit member's condition of employment.

20-2 APPROPRIATE MATTERS FOR IMPACT AND IMPLEMENTATION BARGAINING:

Matters appropriate for negotiations and consultation between the parties shall include, but are not limited to, personnel policies, practices and matters which affect working conditions.

20-3 CHANGES AFFECTING WORKING CONDITIONS:

Management agrees to hand deliver to a union official draft copies of appropriate regulations/policies affecting working conditions for review prior to implementation. If the labor organization should be contacted within five (5) working days after receipt to establish a meeting time/place to discuss the matter.

20-4 MEETINGS:

- a. Upon notification by the labor organization, management agrees to meet and confer as soon as practicable, date and time will be by mutual consent.
- b. The employer and the labor organization agree to render decisions on issues not resolved at the meetings, within four (4) working days unless it mutually agreed otherwise.
- c. Consistent with the above, and within the authority to do so, the employer agrees not to make changes in personnel policies practices and working conditions, without prior negotiations/consultations with the labor organization.

ARTICLE 21
REDUCTION-IN-FORCE

21-1 GENERAL:

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

21-2 PROCEDURES:

Procedures relating to reduction in force will be governed by provisions of National Guard bureau Regulation TPR 351 and Public Law 95-454. The detailed procedure to effectuate this article will be in accordance with Article 20 (IMPACT BARGAINING) of the Labor Management Agreement. Further it is agreed by the parties that procedures used by officials in exercising their authority are negotiable and to that extent the Adjutant General in recognizing the responsibility of the labor Organization to represent the bargaining unit, agrees to negotiate appropriate arrangements for the bargaining unit adversely effected by implementation of this article.

21-3 DEFINITIONS:

a. Reduction-in-Force (RIF): RIF occurs when a technician is released from a competitive level by separation, change to lower grade, furlough for more than 30 days, or reassignment involving displacement of another technician, when lack of work or funds, reorganization, reclassification due to change of duties, or the need to make a place for a person exercising reemployment or restoration rights requires the agency to release the technician.

b. Competitive Areas: The competitive area is established as the total bargaining unit work force for all Puerto Rico ARNG bargaining unit members. At the time a RIF notification is received, impact bargaining will take place of that portion of the bargaining unit effected.

c. Competitive Levels:

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

2. Supervisory positions will not be placed in the same competitive level as bargaining unit employees.

3. Non-bargaining unit technicians will not compete with bargaining unit technicians for bargaining unit positions.

d. Tenure Groups: Technicians are divided into three (3) Tenure Groups:

Group I – Technicians under permanent appointment who is not servicing on probation or trial periods.

Group II – Technicians serving on probation or trial periods.

Group III – Technicians who have been given indefinite appointment in the excepted service (Temporary Employees)

e. Retention Registers: A record that lists technicians in descending order, within their competitive lev-

els, starting with the technician with the highest score first. The retention standing within each tenure group will be established upon notification of a RIF and bargaining with the Labor Organization.

21-4 HRO RESPONSIBILITIES:

a. Meet with the labor organization to explain the need for a reduction in force, upon request provide all documents and correspondence received, relative to the RIF action. The parties will then negotiate the appropriate procedures to be used.

b. After impact bargaining with the labor organization, notification of the RIF will be in the form of a posted written general notice as far in advance as possible. In any case however, the notice will not be less than 90 days in advance. The general notice will contain as a minimum:

- 1) The established agreed to competitive area.
- 2) The established date appraisals are to be/have been frozen.
- 3) The date personnel actions are frozen, i.e. reassignments, promotions, hiring, etc.
- 4) POC for program counseling
- 5) Established date and times for appropriate separation briefings, etc.

c. Screen the manning documents to determine which vacancies will be needed for placement action.

d. Develop an aggressive placement program to include contact with other states, local federal activities, local government and private employers.

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

ARTICLE 22
EMPLOYEE PROGRAMS

22-1 GENERAL:

The parties recognize the importance of programs established for the welfare of employees. The Employer and the labor Organization agree to encourage employee participation in appropriate program.

22-2 OBJECTIVES:

The objective of the Employee Assistance Program (EAP) is to identify and assist employees with behavioral or personal problems that impact upon work performance or disrupt interpersonal relations with other employees in the immediate work environment.

22-3 APPLICABLE DIRECTIVES:

The following regulations provide guidance for these programs. These plans will be the sole criteria to be used in all employee assistance actions.

- a. EMPLOYEE ASSISTANCE PROGRAM PLAN (Former TAP, 1983)
- b. TPS792-2 NATIONAL GUARD TECHNICIAN ASSISTANCE PROGRAM.

ARTICLE 23
CLASSIFICATION ACTIONS

23-1 GENERAL:

It is agreed that before management assigns an effective date for any downgrade resulting from reclassification, management will, after notification and, if requested impact and implementation bargaining (Article 20-2) with the Labor Organization, provide the affected technician with:

- a. A notice, no less than thirty (30) days in advance of the effective date with a copy of the new position description (PD) or, the current PD if no changes are being effected.
- b. Make available the OPM – Civil Service Classification Standards that the position was graded by.
- c. Further information, knowledge and assistance on rights and appeal preparation.

NOTE: An effective date will not be established until each of the above provisions is met.

23-2 RECLASSIFICATION DOWNGRADE:

- a. If any position is downgraded with a substantial change of duties and job number, it will be determined after consultation and negotiation what procedures will be used to accomplish the action. In all other cases downgrading resulting from reclassification will invoke a priority placement program that may precede normal merit placement procedures.
- b. No personnel actions resulting directly from reclassification will be taken until management and the Labor Organization have met to negotiate the effects of the proposed action(s). The parties will meet within one (1) week after advance notice of the action(s) is provided to the Labor Organization.
- c. No individual will be downgraded until an on site classification desk audit of the duties being performed, has been accomplished by the Human Resource Office and immediate supervisor. This audit shall take place before the effective date of the proposed action(s). The annual position description review shall not fulfill the requirements of this desk audit.

23-3 GRADE RETENTION:

During the grade retention period (2 years) if a vacancy of equal or intervening grades exists for which the technician is fully qualified, the technician may be offered the position. If there is more than one fully qualified eligible technician in grade retention the PRNG Merit Placement Plan will be utilized. The people on the retention roster shall be given priority consideration.

ARTICLE 24
EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

24-1 POLICY:

The Puerto Rico National Guard Technician Equal Employment Opportunity Affirmative Action Plan establishes the requirements of national policy and federal law. It assures equal employment, development, promotion and treatment of the National Guard technicians. The Employers and the Labor Organization agree to cooperate to the fullest in providing equal employment opportunity for all qualified applicants and technicians and to prohibit discrimination because of age, race, color, religion, sex, national origin or handicap. Both parties agree to promote and support all programs for equal employment opportunity through a positive and continuing effort.

24-2 EEO COMPLAINT PROCEDURES:

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

24-3 COMPLAINTS ALLEGING SEXUAL HARASSMENT:

- a. The Employer and the Labor Organization agree that sexual harassment in the workplace will not be condoned.
- b. Reported cases of sexual harassment will receive prompt and positive action.
- c. Any technician who feels they have been the victims of sexual harassment may file a complaint through the statutory procedure by contacting an EEO counselor within forty five (45) days of the occurrence.

ARTICLE 25
RECOGNITION AND INCENTIVE PROGRAM

25-1 PURPOSE:

The Puerto Rico National Guard Recognition System is designed to motivate technicians to increase productivity and creativity and to achieve greater efficiency, economy, and improvement of operations. It provides a method for rewarding whose job performance and ideas are substantially above normal job requirements and performance standards, and provide for consideration of performance contributions throughout the Puerto Rico National Guard. The recognition system is supported by all levels of management, and will be administered in as fair, objective, timely and equitable manner.

25-2 CATEGORIES OF AWARDS:

- a. SUGGESTION AWARDS
- b. INVENTION AWARDS
- c. SPECIAL ACT OR SERVICE AWARDS (e.g., Time Off Award, On-the-Spot Cash Award)
- d. SUSTAINED SUPERIOR PERFORMANCE AWARDS
- e. QUALITY STEP INCREASES
- f. LENGTH OF SERVICE RECOGNITION
- g. HONORARY AWARDS AND OTHER METHODS OF RECOGNITION

25-3 NOMINATION:

Any supervisor or employee having direct knowledge of a special act or service resulting in savings and/or benefits to the Puerto Rico National Guard may recommend awards to the appropriate supervisor for Any employee submission in accordance with the guidance provided by TPR 451.

25-4 OTHER METHODS OF RECOGNITION:

Letter of appreciation or commendation may be granted by supervisors for specific instances of above-standard performance or work achievement by an individual technician or a team of technicians that warrant special recognition but does not meet the criteria for a special award.

25-5 SUGGESTION PROGRAM:

The suggestion program is an award program by which technicians make suggestions to improve agency operations. The purpose of this program is to promote voluntary involvement and to identify ways to improve and increase productivity, creativity and to achieve greater efficiency, economy, and improvement of Puerto Rico National Guard operations.

25-6 PROGRAM IMPLEMENTATION:

The Suggestion program will be administered in accordance with this article and TPR 451. Management agrees

to disseminate information, regarding the Suggestion Program.

a. Submitting Suggestions:

1. Management agrees to position locked suggestion boxes at each major technician work location (i.e. USPFO, AASE, MATES). The location of the boxes may be altered, with mutual consent, at any time to improve the input of suggestions. Locations with no boxes may submit suggestions through the supervisory chain.

2. At each location an NGB form 6 shall be made available to technicians that wish to participate. The technician completes the form and drops it into the designated box. The technician must give an outline of the specific area of improvement, state potential workable solution in detail, and give the benefits that can be expected. All information available to the technicians (NSN, number of parts, aircraft type, photographs, blueprints, drawings, etc.) must be listed on the NGB form 6, with originals attached.

b. Evaluation Procedures:

1. At least once every two weeks suggestion boxes will be brought to HRO Program Manager for removal and evaluation.

2. The suggestions processed in accordance with TPR 451, Chapter 2. Copies shall be forwarded to the Labor Organization for review, their recommendation(s) will be considered in reaching a determination.

3. When a suggestion evaluation cannot be completed within forty-five (45) days, the program manager will notify the technician and subsequently keep the technician updated on the status.

25-7 SUGGESTION AWARDS:

Payment of approved suggestion awards will be in accordance with TPR 451, paragraph 2-5, chapter 9.

ARTICLE 26
MILITARY UNIFORMS WORK ATTIRE

26-1 MILITARY UNIFORMS:

- a. It is the Employer's responsibility to ensure that adequate uniform items are available to support initial and replacement requirements in a timely manner.
- b. The Employer will provide a direct exchange program for worn, torn, or clothing soiled too badly to be rendered clean and presentable in the performance of day-to-day duties. Duty time will be authorized for the purpose of exchanging unserviceable uniforms.
- c. Uniforms issued to full time and indefinite bargaining unit employees shall supplement those issued to all Guard persons. The quantity issued to technicians for daily wear during duty hours will be an additional set of four (4) uniforms. Management agrees to complete the exchange of unserviceable uniforms in a timely manner not to exceed 30 days.
- d. Where the work situation dictates that the bargaining unit employees wear a coverall, the employees shall be issued four (4) sets of coveralls.
- e. For those employees who are required to work in specialized areas or fly, special uniforms items (e.g. flight suits, helmets (flight or hard hat), survival vests, black jackets, Nomex gloves, etc.) will be provided and replaced by the Employer at no cost to the employee.
- f. All required insignias, patches, name tags and other outer garments will be sewn on, with the issuance of all military uniforms at no expense to the technicians.
- g. The Labor Organization agrees to inform management of any problems, as they become aware of them.
- h. If, during the term of this agreement, federal law or government wide rules or regulations change with respect to allowances for, or the issuance or wear of the military uniform by National Guard Technicians, the parties to agree to reopen this article and negotiate, to the extent consistent with law, over those changes.

ARTICLE 27
HURRICANE & EMERGENCY PLAN

SECTION I - PURPOSE

27-1 SCOPE:

This Article applies to technicians while in a technician status.

Nothing in this Article will interfere with management's rights to take whatever actions necessary during an emergency. It is understood by the labor organization, that the first forty-eight (48) hrs. after a hurricane or emergency, is the most critical, and that necessary actions need to take place. However, the Agency has the responsibility to notify and bargain the changes in work conditions in accordance with the statute when the situation improves.

Emergency work shift plans should be made well in advance and maintained/posted at each work location.

Conflicts with shift assignments should be discussed with immediate supervisors and taken into consideration for reassignment if possible.

Upon completion of mission requirements and return to normal shift hours, technicians that are assigned to second and third shift should be allotted appropriate leave.

27-2 HEALTH AND SAFETY:

It is understood by both parties that an emergency constitutes the highest requirements by individuals for the completion of the mission. It is also understood that during the times of emergency, no one is exempt from injury, exhaustion and frustrations. Every effort will be made to alleviate potential problems before they occur.

Management agrees to take into consideration on case-by-case bases, personal/family issues which occurred due to the emergency.

a. Management will not deny the right of an individual to seek medical treatment.

1. The technician will not be required to report to his/her work area, in order to be authorized the right to seek medical treatment. Nonetheless, when the technician has been placed on Law Enforcement Leave, and has been provided billeting, it is a requirement that they report to the work area and is properly excused to receive medical treatment.

2. A medical certificate may be required by the supervisor upon return to the work area.

3. Family medical emergencies will also be granted without prior approval, which may also require certification upon return.

b. Facilities which operate on extended shifts, will be provided quarters for personnel, in order to prevent potential accidents from occurring.

c. Every effort will be made to limit extensive travel by technicians during shifts.

d. Required PPE will be provided where applicable.

27-3 WORK LOAD:

Efforts will be made to distribute the workload between the different areas and the different shifts equally and fairly.

ARTICLE 28
AGREEMENT ADMINISTRATION

28-1 EFFECTIVE DATE:

The effective date of this agreement shall be after execution by the parties and approval by Department of Defense (DOD), the approving Agency. Both dates will be made part of the agreement prior to distribution.

28-2 DOD APPROVAL:

- a. DOD shall approve the agreement within 30 days from the date the parties execute the agreement if the agreement is in accordance with the provisions of applicable law, rule, or regulation.
- b. If DOD does not approve or disapprove the agreement within the 30-day period, the agreement shall take effect and be binding on the Employer and the Association subject to the provisions of applicable law, rule or regulation.
- c. In the event that a particular article or section of an article is not approved by DOD the remainder of the agreement shall take effect as provided by law. The articles or sections of an article not approved by DOD shall later be incorporated as negotiations or appropriate remedies dictate and subsequent approved by DOD.

28-3 AGREEMENT DURATION:

This agreement will remain in effect for three years from the date of approval by DOD, or, under the provisions of PL 95-454, section 7114, (c) (3) whichever is applicable.

28-4 AGREEMENT PRECEDENCE:

Upon approval, this collective bargaining agreement takes precedent over any conflicting provisions in DOD regulations which predate, as well as those that postdate this agreement.

28-5 AGREEMENT AMENDMENT/SUPPLEMENTS:

- a. This agreement may be subject to amendments or supplements by the parties at any time, by mutual consent, for the purpose of amending or providing supplements to this agreement.
- b. Either party may initiate negotiations at the mid-point of this agreement, after service of notice no later than sixty (60) days prior to the midpoint of this agreement.
- c. 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.
- d. Representatives of the employer and the Association will meet within 30 days to commence negotiations of the proposed amendment or supplement, unless a later date is mutually agreed upon. No changes other than those specified in the summary provided for in paragraph 28-5b or this article will be considered.
- e. 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 28-2 of this article.

28-6 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.

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

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE _15_ DAY OF _April, 2004.

EMPLOYER: THE UNION:

[Redacted signature block]

**MEMORANDUM OF AGREEMENT BETWEEN THE PUERTO RICO ARMY
NATIONAL GUARD AND THE ASSOCIATION OF CIVILIAN TECHNICIANS
CHAPTER 119**

SUBJECT: Extension of the Collective Bargaining Agreement (CBA)

This Agreement is entered into this 20th day of April 2020 by and between The Puerto Rico Army National Guard and The Association of Civilian Technician Chapter 119.

1. The Memorandum of Agreement between The Adjutant General Puerto Rico National Guard and The Association of Civilian Technicians Chapter 119, is extended by mutual agreement of the parties
2. The CBA is hereby further extended for the term of April 15, 2020 through and including April 15, 2021.
3. All the articles and sections specified in the CBA will be extended without changes. Upon expiration of this extension, the terms and conditions shall continue in effect until a new CBA is adopted.

FOR THE ASSOCIATION OF CIVILIAN TECHNICIANS CHAPTER 119



