



Memorandum of Agreement

2017

Between

The Adjutant General of Vermont

And

The Green Mountain Chapter of the
Association of Civilian Technicians, (ACT), INC.

30 August 2017

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Preamble

Section 1: Wherever language in this Agreement refers to specific duties or responsibilities of specific employees or management officials, it is intended only to provide a guide as to how a situation may be handled. It is agreed that the Vermont Air National Guard retains the sole discretion to assign work and to determine who will perform the function discussed.

Section 2: To the extent any Technician Personnel Regulation (TPR) is incorporated by reference into this agreement it is intended to provide guidance as to how a situation may be handled subject to the limitations of 5 U.S.C. §7106(a). The employer retains the right to exercise the rights enumerated in 5 U.S.C. §7106(a).

Article 1 Recognition

Section 1. The Employer hereby recognizes that The Green Mountain Chapter of the Association of Civilian Technicians, Inc. is the exclusive representative of all employees in the unit of recognition. It is understood that when used throughout this agreement:

- a. The term “Employer” refers to the Vermont Air National Guard.
- b. The term “employee” or “employees” refers to Title 5 and Title 32 Air Technicians.
- c. The term “Labor Organization” refers to The Green Mountain Chapter of the Association of Civilian Technicians, Inc Local #66.

Section 2. The collective bargaining unit, herein referred to as the “Unit”, is composed of all wage grade and general schedule employees of the Vermont Air National Guard, with the following exclusions:

- a. Confidential employees.
- b. Employees engaged in personnel work, in other than a purely clerical capacity.
- c. Employees engaged in intelligence, counter-intelligence, investigative or security work which directly affects national security.
- d. Management officials, supervisors, professional employees and other employees described in Public Law 95-454, Title VII, Section 7112.

Section 3. The Employer and the Labor Organization agree that they may meet and confer annually and on request of either party to discuss which positions are excluded from bargaining unit membership.

Article 2 Consultation and Negotiation

Section 1. The Employer recognizes the right of employees, freely and without fear of penalty or reprisal, to form, join and assist a labor organization, or to refrain from any such activity; that participation of employees in the formulation and implementation of personnel policy affecting them contributes to the well-being of its employees; that orderly and constructive relationships be maintained between the Labor Organization and management officials; and that Employee-Management cooperation in the public service requires a clear statement of the respective rights and obligations of the Labor Organization and the Employer.

Section 2. The Employer agrees that management will show no discrimination against any employee or group of employees regardless of race, color, religion, national origin, sex, political beliefs, marital status, non-disqualifying physical handicap, age, or union membership.

Section 3. To the extent that representation does not interfere with the Adjutant General's statutory authority under the Technician Act, an exclusive representative of the Labor Organization shall be given the opportunity to be present at any formal discussion between the Employer and employee or employees' representative concerning any grievance, personnel policies or practices, or other general conditions of employment so far as may be appropriate under applicable laws and regulations. An exclusive representative of the Labor Organization shall be given the opportunity to be present and to represent the employee 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 request representation.

- a. Management and the Labor Organization agree to work together on issues pertaining to quality of life and working conditions.
- b. Management and the Labor Organization recognize the importance of seeking Labor Organization representation as early as possible. Supervisors are strongly encouraged to advise employees of their Weingarten rights if disciplinary action may result. The responsibility for requesting representation under Weingarten rights rests with the employee.
- c. Management will provide timely notification to include subject matter to Labor Organization officials prior to meetings concerning issues, personnel policies and practices that may have the potential of affecting working conditions. The Labor Organization recognizes that management may not be able to afford the association notice, on these occasions they will be notified as far in advance as possible prior to the meeting.
- d. Management will acknowledge receipt of the Labor Organizations written correspondence either verbally, electronically, or in writing as soon as possible. Management will respond to the correspondence within a

reasonable time. Management will inform the Labor Organization of any delay in their response and the reasons for the delay.

Section 4. The Employer and Labor Organization representatives shall, by mutual consent, meet and confer as needed. It is recognized that the term "meet and confer" means to negotiate, however, such negotiations as referred to above are for the purpose of resolving day to day problems and are not supplementary to this contractual agreement. Matters appropriate for consultation and negotiation between parties under Section 3 of this article does not preclude the parties from negotiating agreements providing appropriate arrangements for employees adversely affected by the impact of realignment of work forces or technological changes.

Section 5. Sufficient time will be given to the Labor Organization to prepare and present their positions on issues at hand. All Employer/Labor Organization business conducted shall be on official time for pay purposes as provided for in appropriate laws, rules and regulations. In any negotiation and or impact and implementation bargaining process, management and the Labor Organization will be afforded the opportunity for equal representation (equal number of representatives) in the decision making process. When coordinated with the supervisor, the Labor Organization representative may be granted reasonable time to draw up requests or recommendations in connection with officially requested or approved consultations or meetings with the Employer.

Section 6. When representing the Labor Organization and on official time, representatives are not required to wear military uniforms. When official time is granted, it will include reasonable time to change into/out of uniform. Nothing in this section shall be construed to mean that a Labor Organization official is allowed to wear civilian clothing simply because they are an official nor is there any intent to permit them to wear civilian clothing during the duty day solely because some representational event is scheduled. Further, nothing in this section will be construed to mean that Management will allow time from the duty day in which to change into civilian clothing for the purpose of conducting activities covered under this section.

Article 3 Employer Rights

Section 1. In the administration of all matters covered by this agreement, Vermont Air National Guard officials and employees are governed by existing or future laws and regulations of appropriate authorities, published agency policies and regulations in existence at the time the agreement is approved; and by subsequently published agency policies and regulations required by law or by the regulations of appropriate authorities; or authorized by the terms of a controlling agreement at a higher agency level.

Section 2. “Management Officials” of the agency retain the right in accordance with 5 U.S.C. § 7106 as it is currently provided in the law to; (1) direct the employees of the agency, (2) hire, promote, transfer, assign and retain employees in positions within the agency, and to suspend, demote, discharge or take other disciplinary actions against employees, (3) relieve employees from duties because of lack of work or for other legitimate reasons, (4) maintain the efficiency of the government operations entrusted to them, (5) determine the methods, means and personnel by which such operations are to be conducted, and (6) take whatever action may be necessary to carry out the mission of the agency in situations of emergency. The parties recognize The Adjutant General’s statutory authority under the Technician Act.

Article 4 Employee Rights and Responsibilities

Section 1. Employees are bound by applicable laws, rules and regulations. Employees are expected to: maintain the highest standards of performance; take care while performing assigned tasks so as to prevent mishaps; and to accomplish the mission in a professional manner.

Section 2. The terms of this agreement do not preclude any employee from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable laws and regulations.

Section 3. Nothing in this agreement shall require the employee to become or to remain a member of the Labor Organization, or to pay money to the organization except pursuant to a voluntary written authorization by a member for payment of dues through payroll deduction.

Article 5 Privileges, Responsibilities and Prohibitions

Section 1. The Labor Organization agrees to promote the performance of loyal and efficient service by employees of the Unit which it represents. Further, the Labor Organization agrees to encourage such employees and to use its influence and best efforts, to protect the property of the Employer, and to cooperate in promoting and advancing the welfare of the Employer and the mission to which it is committed.

Section 2. Whenever used in this agreement and not in conflict with current directives, seniority shall be based on the employee's Service Computation Date.

Section 3. An employee may request a locker for storage of their required work attire, equipment and personal effects. Management will make a reasonable effort to honor a justifiable request.

a. Employees have a reasonable expectation of privacy with regards to their personal belongings. The Employer will only search or otherwise access personal storage areas in accordance with applicable laws, rules and regulations.

b. While the Employer retains the right to conduct inspections at any time in support of its internal security practices, whenever possible;

1. The Employer will contact the employee and Labor Organization before undertaking a search.

2. When advance search notification is not possible, the Employer will provide timely notification to the employee and Labor Organization of a search.

3. Searches will be conducted in such a manner as to avoid undue embarrassment to the employee.

Article 6 Hours of Work

Section 1. The Employer retains the right to determine any work schedules and tour of duty required to support the mission. In the spirit of labor management partnership, the Employer will normally consult with the Labor Organization two (2) pay periods prior to the implementation of a work schedule change. However, it is understood that seven (7) days is the minimum required notification period. The Employer may make schedule changes without such notice when the Employer determines that it would be handicapped in carrying out its mission or that cost would be substantially affected. No subsequent language in this article or in this contract modifies or alters this section.

a. Work week

In general, the administrative workweek shall be seven consecutive days, Sunday through Saturday. The basic workweek shall normally be five consecutive days within the administrative workweek or a compressed work schedule that provides for eighty hours of work in each two-week pay period.

- (1) Subject to mission requirements, normally, the Labor Organization will be notified and consulted no later than (2) Pay Periods prior to the posting of the change in work schedule policy. Policy changes will be implemented no earlier than (2) Pay Periods after the notification of the policy change to the Labor Organization unless the head of the agency determines that it would be handicapped in carrying out its mission or that cost would be substantially affected.
- (2) The Compressed Day Off schedule will be posted in the last quarter for the following year. Normally, the Labor Organization will be notified (2) Pay Periods prior to any changes being posted and one month before being implemented.
- (3) Normally, night shift schedules shall be posted quarterly with a monthly update.

b. Work day

Normally, daily tours of duty may be eight to ten and half-hours in length and will remain the same each workweek. The starting time for daily tours of duty will normally be between the hours of 0600-0930 and the ending times being 1400-1900.

- (1) The starting times for night shift will normally be 1200-1500 and the ending times being 2000-2330.
- (2) The basic workweek for technicians will normally be performed on consecutive days.

- (3) Special Shift Assignments: The Employer agrees that any employee who requests to work a specific or non-standard shift because of personal and/or family situations may be granted special consideration in selecting their shift (i.e.: quarter-hour increments). However, the final determination of shift assignments rests with management.

Section 2.

- a. With the preparation of the publication of all work shifts, a prescribed uninterrupted (30) minute lunch period will be identified within a period of one hour before or after the midpoint of any published shift. Whenever a technician must work their normally scheduled lunch period, the supervisor may give the technician the option as to whether to take a later lunch period during the shift, be released early, or accept compensatory time. When the option for a later lunch period is not possible, then an employee will be permitted a twenty (20) minute or less lunch period in close proximity to their work station where they will be available for work.
- b. Those employees wishing to participate in physical exercise activities such as running, jogging, walking, etc., will do so I/A/W the Adjutant General's current policy on physical fitness. In the event of a proposed change in current PT Policy, the Labor Organization will be consulted and afforded the opportunity to present their views and recommendations. Subject to mission requirements, this will take place prior to implementing any change in the policy.

Section 3. Normally, technician work schedules will be posted two (2) weeks prior to the first date of the next pay period. In the event the technician was TDY or on leave and no contact was made prior to the next pay period, normally the technician will work their previously scheduled workweek. When mission requirements dictate a change to a technician's schedule workweek, a minimum of seventy-two (72) hours notice should be given. The only acceptable variance to the seventy-two (72) hour notice will be an emergency or mission essential requirement. Normally, schedules will be established with a minimum separation of twelve (12) hours from one workday ending to the start of the next workday. The Employer may make schedule changes without such notice when it is determined that it would be handicapped in carrying out its mission or that cost would be substantially affected. The Employer retains the right to determine any work schedules and tour of duty required to support the mission No subsequent language in this article or in this contract modifies or alters this section.

Section 4. Changes in tour of duty may be rotated among qualified personnel. Request for shift changes by qualified volunteers will be considered. In the event of a grievance over this section, appropriate time and attendance records maintained by the Employer will be made available for the Labor Organization's review.

Section 5. The supervisor may allow a reasonable amount of time, consistent with the nature of work performed, for employees to clean up prior to the lunch period and at the

end of the workday. In the same manner, a reasonable amount of time may be allowed employees for storage, clean up and protection of Government property.

Section 6. Management agrees that rest periods for the employees are beneficial and necessary. Rest periods for day shift employees will normally be at 0900 and 1430 hours daily. Operational requirements may occasionally require adjustment of these break times for some technicians. Employees will be granted rest periods approximately midway through each half of the shift. All rest periods will be for a maximum of fifteen (15) minutes. In areas involving continuous operations, the supervisor and employees may agree to other arrangements with respect to the timing of break periods.

Section 7. No standby at home in a non-pay status will be required of any employee. Changes to work schedules as a result of the cancellation of a special mission, or deviations from one shift to another within the same workday will be administered in accordance with the applicable provisions of this article.

Section 8. All shift, holiday and Sunday differential pay will be paid as authorized by law. Tours of duty shall not be established or modified solely for the purpose of avoiding or incurring the payment of holiday or differential pay, unless the head of the agency has determined it would be handicapped in carrying out its mission or that cost would be substantially affected.

Section 9. Although straight eight, nine, or ten hour shifts would be a rare exception to normal scheduling, if mission requirements and manning dictate, management may have the option of scheduling employees for either eight (8), nine (9), or ten(10) hours depending on the work option selected. If this type of shift is selected, a lunch period of twenty (20) minutes or less will be authorized and the employee must spend the time in close proximity to their workstation and be available for work.

Article 7 Compensatory Time

Section 1. Employees are not entitled to monetary compensation for overtime worked. If an employee is called back to work, any unscheduled overtime work he/she performs will be considered to be at least two (2) hours in duration for compensatory purposes.

Section 2.

- a. Compensatory time off for overtime work will be on the basis of one (1) hour off duty for each hour worked.
- b. Employees required to travel with little or no notice (same day TDY) to another base for mission essential work, will be compensated with one (1) hour of compensatory time for each hour of overtime travel and work performed.
- c. Compensatory time will be accrued, computed, credited, and used in accordance with the Fair Labor Standards Act (FLSA). When possible, employee work schedules will be adjusted to minimize travel outside of those hours qualifying for compensatory time off. Any overtime work resulting from travel on a scheduled day off will be compensated on the basis of one hour off for each hour of travel that crosses the employee's normal work hours. Scheduled travel time beyond the scheduled work hours for that duty day will not earn compensatory time unless actual work is performed enroute (except as provided for in the FLSA). Overtime work performed after arriving at the destination will be compensated with one hour of compensatory time for each hour of overtime worked.

Section 3. Compensatory time, including holidays and holiday weekends will be held to a minimum and will be restricted to those required employees essential to meet operational needs. Overtime work assignments among qualified personnel may be rotated. Records pertaining to overtime work will be kept at the operating level. If a complaint or grievance is initiated regarding the assignment of compensatory time work, the Labor Organization may request adequate information regarding compensatory time worked in accordance with 5 USC Chapter 71 and other applicable laws, rules and regulations.

Section 4. When compensatory time is anticipated by the Employer, notification will be given to the employee as far in advance as possible. When employees are required to work compensatory time and notification is less than 24 hours, the supervisor will authorize the employee to make telephone calls incidental to canceling prior personal commitments. Expenses caused by calling long distance may be borne by the Government, after approval by the respective supervisor.

Section 5. Compensatory time earned will be utilized within twenty-six (26) pay periods following the pay period in which it was incurred. When circumstances beyond the

control of the Employer or the Employee preclude using compensatory time within this period, provisions of TPR 990-2 will apply.

Section 6. Compensatory time will be scheduled and its use granted in accordance with Article VIII, Leave.

Section 7. Management will determine whether overtime work is required to meet legitimate work requirements.

Article 8 Leave

Section 1. All employees shall earn leave in accordance with current CFRs and regulations. Leave will be administered on a uniform and equitable basis for all employees. Appropriate leave will be scheduled with due consideration to the needs of the Employer.

Section 2. Leave may be granted at any time during the year in accordance with CFR 630 and TPR 600 (630).

Section 3. When developing tentative schedules of annual leave periods, the Employer agrees to consider the requests of the employees with respect to approval of not less than two (2) consecutive weeks of annual leave. When the Employer finds it necessary to cancel leave previously approved, the employee concerned will be notified in writing, preferably not later than three (3) work weeks prior to the scheduled starting date, except in the event of an emergency or unforeseen situation and subject to workload requirements. Should the Employer determine that an emergency does exist; the employee concerned will be notified of the nature of the emergency.

Section 4. In the event a conflict should arise within a shop or other work area concerning the scheduling of leave, it is agreed that the employee with the oldest Service Computation Date (the accomplishment of the mission permitting) will be given first preference of the desired time, with subsequent choices based on the same criteria. Changes between employees may be allowed by the supervisor provided another employee's selection is not disturbed by the changes in the selection.

Section 5. Every consideration will be given to granting leave upon request of the employee. Employees will request leave 2 (two) weeks in advance to allow supervisors to arrange for adequate staffing within their area of responsibility. Leave requested less than 2-weeks in advance is considered unscheduled and may be approved at the discretion of the supervisor. The Employer will schedule employees with for an entitlements briefing prior to entering into an Absent Uniformed Service (AUS) status.

Section 6. Employees may request leave without pay subject to the approval of the Employer who will consider the value to the National Guard and/or the serious needs of the individual concerned, in accordance with CFR 630 and TPR 600 (630).

Section 7. In accordance with existing laws, rules and regulations, excused absence may be granted to employees for required physical and dental examinations that are required as a condition of employment in the Vermont Air National Guard. When required by the Employer, employees will be excused without charge to leave or loss of pay for periodic, baseline, or annual physical examinations.

Section 8.

- a. Sick leave, when properly requested, and documented when required, shall be granted to a employee when the employee is:

1. Incapacitated for the performance of duties by sickness, injury or pregnancy and confinement;
 2. To receive medical, dental or optical examination or treatment;
 3. Required to take care of family members who have conditions for which an employee would qualify for sick leave themselves as permitted in accordance with 5 CFR 630.401(b).
 4. . All employees are allowed to use at least 40 hours of family sick leave a year for that purpose, an additional 64 hours of family sick leave is authorized as long as the employee maintains a balance of 80 hours. Sick leave may also be used to arrange for, or attend funerals of family members.
- b. Documenting sick leave: Medical certificates are not normally required for absences of 3 days or less. However, supervisors may determine and direct that a medical certificate is required to document an employee's sick leave no matter what the duration. The effected employee will be counseled in writing by the supervisor recording the requirement for documentation of sick leave following the imposition of the requirement. The written notice from the supervisor that a medical certificate will be required for any future sick leave will remain in effect at the discretion of the supervisor.
- c. Sick leave in excess of three (3) workdays may be required to be supported by a medical certificate, however; if the employee was not attended by a physician, the employee's personal statement indicating incapacitation may be accepted in lieu of the medical certificate.
- d. The agency may, when recommended by a physician, make reasonable effort to provide liberal use of details of light duty for periods of time as deemed necessary in an effort to reduce the use of accumulated sick leave. This will be coordinated with the employee, their physician, and the agency.

Section 9. Annual, sick and compensatory time can be used in quarter hour increments providing the current pay system is capable of documenting quarter hour increments.

Article 9 Holidays

Section 1. Employees shall be entitled to and compensated for all holidays prescribed by existing and future laws, Federal Statute or Executive Order.

Section 2. All days designated as holidays by law, regulations or Executive Order will be observed as non-work days for all employees not required to work to meet emergencies or essential operational commitments. Holidays which fall on Saturday or Sunday will normally be observed in accordance with applicable regulations. Subject to the requirements of the mission, employees who work other than the Monday through Friday basic work week, will be entitled to holiday benefits in accordance with applicable regulations. The Employer has the right to determine work which must be accomplished on a holiday and to require that employees report for work in accordance with such determination on a rotational basis.

Section 3. The Employer may, upon request, consider excusing an employee from working on a holiday. The agency retains the authority to approve or disapprove such requests.

Section 4. Employees are entitled to an "in lieu of" holiday when a holiday falls on a non-workday. In such cases, the employee's holiday will generally be closest appropriate workday. If the Employer, or his designee, determines that a different "in lieu of" holiday is necessary to prevent an "adverse mission impact", he or she may designate a different "in lieu of" holiday for employees.

a. An employee is not entitled to another day off as an "in lieu of" holiday if a Federal office or facility is closed on a holiday because of a weather emergency or when employees are furloughed on a holiday.

b. The following holidays are observed:

1. New Year's Day – First day of January
2. Martin Luther King Day – Third Monday in January
3. President's Day – Third Monday in February
4. Memorial Day – Last Monday in May
5. Independence Day – Fourth Day of July
6. Labor Day – First Monday of September
7. Columbus Day – Second Monday of October
8. Veterans Day – Eleventh Day of November
9. Thanksgiving Day – Fourth Thursday of November
10. Christmas Day – Twenty-fifth Day of December
11. Any other day designated as a holiday by Federal Statute or Executive Order.

Section 5. When holiday work is scheduled, a 72-hour notice will be given, when possible, to the employee before any cancellation/change is made.

Article 10 Safety, Health and Welfare

Section 1. The Employer and the Labor Organization agree that they have a mutual responsibility in the field of personnel safety and will comply with applicable laws, rules and regulations.

Section 2. The Employer will comply with appropriate safety regulations and provide appropriate safety equipment as required by regulation. Requests for issuance of additional PPE in excess of the regulatory standard will be addressed on a case by case basis.

Section 3. The Employer and the Labor Organization recognize the importance to maintain sufficiently trained personnel in the performance of cardio-pulmonary resuscitation (CPR). It is agreed that the Employer will conduct CPR training, and maintain the number of certified CPR personnel in accordance with applicable laws, rules or regulations. In the event that management determines that the unsafe working condition cannot be resolved for employees, they shall be removed from the area until such time as the unsafe condition has been resolved.

Section 4. The Labor Organization representatives recognize that they have a responsibility for being alert to observe unsafe conditions or practices, equipment, and conditions as well as health hazards. Employees are responsible for observing all pertinent safety regulations and for utilizing all safety equipment provided. Employees are also required to report any observed unsafe or unhealthy conditions or acts to their immediate supervisor. AF Form 457 may be used to report these conditions.

Section 5. To the extent possible, the Employer agrees to provide adequate lunch areas in the vicinity of the normal working areas, as well as proper sanitation facilities. Smoking areas will be provided and will be mutually agreeable to the Labor Organization and the Employer, consistent with any federal, state or local laws and applicable directives which apply to tobacco use.

Section 6. The Employer agrees to publish guidance on obtaining necessary emergency treatment for employees injured while performing official duties.

Section 7. Employees shall immediately report job connected injuries and illnesses to their supervisor. Supervisors shall insure CA Form 1 or 2 are completed. When an employee is incapacitated and unable to notify their supervisor of said injury or illness, it shall be the supervisor's responsibility to obtain the information required to complete necessary forms for Federal Employees Compensation. Treatment will be provided as required at either a military or civilian hospital. Initial transportation will be provided, if necessary. Employees will be fully advised of their rights and options under the Federal Compensation Act.

Section 8. As required, the Employer will promptly notify emergency services to arrange for medical transportation for all injuries or illnesses. An injured employee may

be accompanied by another employee while being transported. There will be no charge to leave for either employee.

Section 9. Training, instructions, briefings, and schooling notwithstanding, certain tasks necessarily performed, involve a degree of hazard. Management agrees that an employee may refuse to perform a task when the employee believes that the duty poses a threat which (1) is imminent; (2) poses risk to health or serious personal injury and (3) cannot be abated through normal procedures.

Section 10. The Employer and the Labor Organization mutually recognize the hazards of working in extremely cold temperatures, while at the same time, acknowledge the necessity for accomplishing certain tasks to varying extents even in the most extreme temperatures. The Labor Organization acknowledges that it is the responsibility of each employee to insure the adequacy of cold weather gear worn and to make full and proper use of all such protective equipment prior to venturing out into extreme temperatures.

- a. It is recognized that tolerance to cold temperatures differs among individuals and that the type of outdoor work being accomplished affects the body heat generated by the individual. Therefore, common sense must be applied with regard to maximum exposure time.
- b. The temperature and wind information source is received through the Automated Surface Observing System (ASOS). The Wind Chill Temperature Index model implemented by the National Weather Service will be used to determine the equivalent chill temperature (ECT). Wind chill announcements will be made when the ECT reaches -10 Fahrenheit. Subsequent temperature announcements will be made when ASOS information indicates an equivalent chill temperature of -15 and -25 degrees Fahrenheit.
- c. 15th Operational Weather Squadron (15 OWS). 15 OWS, Scott AFB serves as the Sector Weather Station (SWS) for the Eastern Air Defense Sector of the Continental United States NORAD Region (CONR). The 15 OWS will notify the 158 FW of all advisories, watches, and warnings. The temperature and wind information source is received through the Burlington IAP Airport Terminal Information System (ATIS). The Wind Chill Temperature Index model implemented by the National Weather Service will be used to determine the equivalent chill temperature (ECT). Steady state wind will be used in determining wind chill.
- d. The Base Defense Operation Center will be responsible for all base-wide notifications concerning adverse weather conditions. Notifications will be made through the use of the secondary crash net, base intercom and telephone. Base-wide notification will be re-accomplished for all subsequent changes and cancellations upon receipt. The Command Post (CP) when operational, will resume the responsibilities for all base-wide notifications. The CP controller will notify BDOC at the start and end of the duty day to ensure positive transfer of duties.

- e. Additional weather advisories for the Vermont Air National Guard required beyond the standard criteria outlined in Table 3.1. Standard Watch and Warning Criteria include surface winds 30-49 knots, thunderstorms moving inside/outside of 10 nautical miles and ECT of minus 10 degrees Fahrenheit or colder. Wind chill announcements will be made hourly starting at 0600 hours when the ECT reaches minus 10 degrees Fahrenheit or colder. Subsequent temperature announcements will be made independently of hourly announcements when the ECT reaches minus 20 and 25 degrees Fahrenheit. BDOC will notify Maintenance Operations Control, the Operations Duty Desk and Civil Engineer Work Control of equivalent chill temperature changes.
- f. When the ECT reaches minus 20 degrees Fahrenheit, the following cold weather operations will be put into effect:
 - 1. A centrally located vehicle will be provided for personnel to warm up in. For flight line operations, heated accommodations will be provided.
 - 2. A minimum of two (2) people will be dispatched for outside work.
 - 3. Work in the aircraft pods with doors closed will continue unless the ambient temperature inside the pods reaches minus 20 degrees Fahrenheit as indicated by the thermometers located in each pod.
 - 4. When these conditions exist, the minimum number of personnel will spend the minimum amount of time exposed, in order to safely accomplish the task.
- g. When the ECT reaches or exceeds minus 25 degrees Fahrenheit, outside work will cease. The following operations may continue below minus 25 degrees Fahrenheit:
 - 1. Aircraft launch if engine start has already occurred;
 - 2. Recovery of airborne aircraft, not to include any turn inspections or maintenance;
 - 3. Securing of government property.
 - 4. If at any time urgent issues arise effecting mission essential maintenance requiring any outside work, Wing Commander or designated representative, the functional area supervisor and the Labor Organization will jointly determine how best to safely accomplish the tasking. Maintenance will be responsible for providing heated, enclosed vehicles for personnel involved in launch operations.
 - 5. Work in the aircraft pods (Bldg 130) with doors closed. Operations will continue unless the ambient temperature inside the pods reaches minus

20 degrees Fahrenheit as indicated by the thermometers located in each pod.

- h. A lightning watch will be issued at least 30 minutes prior to thunderstorms being forecast within areas where watch/warning support is required. Lightning watches will be cancelled only when the potential for lightning within the next 30 minutes is no longer forecast. Upon receipt of a weather watch for lightning, operations and activities may continue. However, all personnel must be prepared to implement lightning warning procedures without any delay. Be alert for any lightning activity or any audible thunder and advise supervisory personnel immediately of any observations. Supervisory personnel are to up channel all observations within the immediate vicinity and contact BDOC. If in the supervisors opinion the lightning is an immediate hazard and it would be too time consuming to contact BDOC, institute warning procedures and then notify BDOC. In either case, BDOC will then confirm location of lightning with the 15 OWS and upgrade to a warning as appropriate.
- i. Upon receipt of a weather warning for lightning, immediately cease all outside activity and seek shelter. The weather warning for lightning will not be cancelled until the lightning associated with the thunderstorm(s) has passed beyond 5 nautical miles of the Vermont Air National Guard Base. BDOC will confirm location of lightning every 30 minutes with the 15 OWS. All base personnel must be keenly aware of conditions during a threat of lightning and up channel any observations as soon as possible. Keep in mind that the duration between the time lightning is sighted to the time thunder is heard is approximately five seconds for each mile of distance to the thunderstorm.
- j. The following guidelines apply when an electrical storm is considered “in the vicinity” if personal observation or official weather reports locate lightning flashed within five nautical miles (5.75 miles) of the installation. When an electrical storm is in the vicinity, personnel can no longer remain inside the Public Traffic Route Quantity Distance (PTR Q-D) from an unprotected explosives loaded truck holding pad, an unprotected open explosives storage pad, or an unprotected Potential Explosion Site (PES) that is a facility. These types of locations (facilities or areas) are considered unprotected if they have no lightning protection installed. All explosives operations will stop that are outdoors or at an indoor location that has no LPS protection. The continuation of explosives operations within an LPS protected facility is not prohibited. When continuing operations in LPS equipped facilities, assess the need and urgency for doing so. There are no guarantees that LPS protection will provide the same degree of safety as a lightning free environment. Responsible persons should be empowered to order evacuation when considered necessary. Personnel will be evacuated from the following locations:
 - 1. Explosive locations (other than those licensed), operating buildings, open storage sites or loading docks without approved lightning protection systems, which contain explosives.

2. 3.4.2.2. Facilities containing exposed explosives, explosive dust or explosive vapor, or unpackaged electrically initiated explosives devices, even though equipped with approved lightning protection systems.
 3. Parked, explosives-laden vehicles not protected by an approved lightning protection system.
- k. If heating problems develop and the temperature (measured four feet above the floor) drops below 60 degrees Fahrenheit in any administrative/shop area or 55 degrees Fahrenheit in any heated hangar for a period of two hours or more, the Employer agrees to provide an alternative work area. If no alternative work area is available and there is no expectation of heat restoration within a reasonable time the Labor Organization will be consulted. Administrative leave may be granted for the affected employees.
 - l. The Employer recognizes the potential hazards of working for extended periods in extremely hot temperatures. Individual tolerance to temperature extremes varies and may be affected by the type of sustained activity being accomplished (light, moderate, or heavy). Risk assessment principals will be utilized in accordance with applicable laws, rules, and regulations to maximize operational capabilities while minimizing risks during periods of extremely hot temperatures.
 - m. The Employer will furnish, at no cost to the employee, safety eye glasses to include prescription lenses to technicians who are required by medical prescription to wear glasses, upon furnishing a request and justification and upon approval of the Base Safety Officer. All issued safety glasses broken on the job will be replaced at no cost to the employee.
 - n. In compliance with AFOSH and OSHA standards, the Employer will provide laundering services for employer provided work clothing which has become contaminated with hazardous substances. It is incumbent upon the employee to utilize the safety equipment provided to minimize the exposure to hazardous substances.
 - o. When operation of exhaust generating equipment occurs indoors, i.e. hangers, pods, etc, ventilation equipment will be utilized during the operation and will continue until such a time when all hazardous vapors are expelled. If proper ventilation is not available, equipment operation will not occur in that area.

Section 11. The Employer agrees that when an eligible employee is recommended for temporary light duty by their personal physician, and after receipt of administratively acceptable medical documentation, he or she may be assigned temporary light duty upon concurrence by the Employer.

Section 12. The Employer agrees to maintain, in accordance with applicable AFOSH/OSHA standards, a medical surveillance program for the express purpose of

monitoring the health of technicians. Medical surveillance records are for official use only and will not be released to any third party, unless;

- a. The third party request is based on an official need to know; and
- b. There is a technician generated Privacy Act release form on file.

Section 13. In compliance with AFOSH/OSHA standards the Employer will notify the Labor Organization that a safety and/or health inspection is being accomplished.

- a. The Labor Organization will be provided a copy of the inspection schedule and final report.
- b. The Labor Organization has the option of having a representative present during any inspections.

Article 11 Detail of Employees

Section 1. A detail is an official personnel action temporarily assigning an employee to a different established position, or to a pending position (one whose duties and responsibilities have not been officially allocated under an appropriate classification system) for a specified period of time, with the employee returning to their regular assignment at the conclusion of the detail. Technically, a position is not filled by detail because the employee continues to be the incumbent of the position from which detailed. It is emphasized that details must be used in a judicious manner, because only then will they contribute to the efficiency of the Employer, and its mission. Details will be rotated equitably among qualified employees in the unit, if it will not adversely affect the operation.

Section 2. The Employer has the authority to detail employees in 120-day increments to the same or lower graded positions for up to 1 year. Extensions beyond 1 year to positions under the General Schedule require prior OPM approval. The request will be prepared on Standard Form 59 and forwarded to the servicing OPM area office. Extensions of details to positions under the wage system require NGB-TN approval. Requests may be submitted by letter. States are delegated the authority to detail military technicians to higher graded positions IAW TPR 300.8. A Standard Form 52 will be used for details of 30 days or more.

Section 3. Insofar as it doesn't violate current law, rules, or regulations, the Employer agrees that employees who are detailed to a position of higher pay and grade for a period of one pay period or longer, will be compensated for the work done at the higher pay grade.

Section 4. The Employer will notify the Labor Organization of the detailing of bargaining unit employees.

Article 12 Wage Board Representation

Section 1. The Employer agrees to permit employees who are representatives of the Labor Organization, as requested by the Federal Wage System Committee and approved by the Employer to participate in Federal Wage Surveys. Time required to perform the required duties will be in a duty status. All requests will be directed to the Employer.

Section 2. The Labor Organization agrees to keep the Employer informed as to the progress of the FWS Committee.

Article 13 Travel

Section 1. Travel assignments may be rotated among qualified employees. Employees will normally receive their travel orders a minimum of two (2) work days in advance of travel or in sufficient time to ensure that the necessary arrangements for obtaining transportation requests may be accomplished prior to departure.

Section 2. Travel will normally be scheduled during the regular work schedule of the employee.

Section 3. The Employer will ensure that employees who are TDY have appropriate transportation IAW Department of Defense Joint Travel Regulations Volume 2 and applicable laws, rules and regulations.

Section 4. Employees selected for assignment involving travel may request that they be excused under unusual circumstances. In case of denial of such request, the reasons therefore will be explained to the employee.

Section 5. Prior to travel and when requested, it will be the responsibility of the Employer to provide trained personnel to advise employees of all benefits that they are entitled to receive for such travel. The Employer will provide appropriate training to employees regarding the preparation of their travel voucher.

Section 6. Records of travel assignment for unit employees will be maintained in accordance with appropriate laws, rules, and regulations and will be made available to the Labor Organization for review upon request.

Article 14 Environmental Differential Pay and Hazardous Duty Pay

Section 1. The Employer should have as its objective, the elimination or reduction to the lowest level possible of all hazards, physical hardships, and working conditions of an unusually severe nature. When the Employer's action cannot overcome the unusually severe nature of the hazard, physical hardship, or working conditions, environmental differential pay (EDP) or hazardous duty pay (HDP) may be warranted.

Section 2. When the Labor Organization submits that a local work condition warrants coverage under payable categories of HDP or EDP, it will notify the Employer of the title, location, and nature of the hazard to justify payment of EDP or HDP. Within ten (10) work days of receipt of the Labor Organization's position, the EDP Panel shall meet for the purpose of reviewing the issue, but no more than once each calendar quarter, unless otherwise mutually agreed by the parties. The Labor Organization will be advised of the recommendations of the panel.

Section 3. When the Employer determines or proposes that a local work situation is such that it should be included or excluded from coverage under payable categories of EDP or HDP, it will notify the Labor Organization of the title, location, and nature of the hazard to justify or deny payment. A meeting may be held with the Air Commander to discuss the changes.

Section 4. When the Labor Organization or the Employer determines that there is a need to establish additional categories, not presently addressed, for which environmental differential or hazardous duty pay should be paid, it will notify the other party of such proposed changes. Upon request of either party, a meeting may be convened to discuss and review the possibility of a joint request to establish such categories. Thereafter, the request will be referred to the National Guard Bureau for approval of EDP changes.

Section 5. Labor Organization representation on the EDP Committee will consist of a Bargaining Unit Representative from each of the following areas:

- a. Weapons
- b. Fuels
- c. Flight Line

Article 15 Dues Withholding Privileges

Section 1. Dues withholding privileges will be extended to the Labor Organization throughout the period of this agreement.

Section 2. Employees eligible for the dues withholding are those members of the Labor Organization in good standing who are employed in the bargaining unit, except those supervisory and management officials referenced in Article 1, Section 2, but shall not include such items as initiation fees, special assessments, back dues, fines, and similar items.

Section 3. In application of the allotment arrangements, the Labor Organization shall be responsible for:

- a. Procuring Standard Form 1187, "Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues".
- b. Distribution of copies of SF 1187 to its members.
- c. Educating eligible employees to the program for allotment of dues, its voluntary nature, and the availability and use of the required forms.
- d. Educating eligible employees as to the procedure in revoking allotments, emphasizing that the revocation form (SF 1188) must arrive at the HRO or the Comptroller not later than the close of business on the last day of the pay period immediately preceding the first pay period in March, and one year after the initial election to participate. All participation must be for at least one year.
- e. Certifying SF 1187s completed by eligible employees as the amount of the dues.
- f. Refunding any unauthorized deductions or excess payments either to the Employer or employees, as required.

Section 4. The Employer shall be responsible for informing employees that:

- a. Dues allotments are to be entirely voluntary on the part of eligible employees.
- b. Allotment deductions will take effect during the first pay period beginning after the allotment form properly completed, signed, and certified, has been received in the payroll office.
- c. Forms for requesting allotments are to be obtained from the Labor Organization and returned by the Labor Organization member to the Labor Organization for delivery to the payroll office.
- d. An employee desiring to terminate their allotment must notify the Comptroller or the HRO, in writing, in accordance with provisions in Section 3d, this article.

- e. SF 1188, "Revocation of Voluntary Allotment" and information concerning revoking an allotment can be obtained from the HRO/Comptroller.
- f. The Labor Organization will be notified prior to final action on the SF Form 1188 by the payroll office.

Section 5. Processing of allotments will be accomplished in the following manner:

- a. The Labor Organization will distribute SF 1187, educate its members in the use of the form, insure that the member's social security account number is entered on the form, and process completed voluntary requests from its members.
- b. The Labor Organization's President or Treasurer will certify on all SF 1187s the correct amount of regular dues of eligible employees to be deducted each biweekly pay period.
- c. The Labor Organization will deliver completed SF 1187s and other pertinent documents to the appropriate payroll office.
- d. Allotments will take effect on the first pay period beginning after receipt of the properly executed SF 1187 in the payroll office.
- e. SF 1187s, SF 1188s, and other material pertaining to allotments will be date stamped on receipt in the payroll office.
- f. Changes in the amount of regular dues, not more frequently than once every 12 months, may be made upon receipt of a certification from the Labor Organization's President to the HRO. Such changes will be effective with the beginning of the pay period after the receipt of the notification in the payroll office, from the HRO.
- g. The Labor Organization will notify the payroll office concerned in writing within five (5) days when an employee ceases to be a member in good standing. The allotment for such an employee will be terminated with the first complete pay period after receipt of the notice in the payroll office.
- h. Revocation of allotments submitted at the request of an employee will be effective as set forth in Section 3d:
 - (1) When an employee leaves the unit as a result of any type of separation, transfer, or other personnel action (except temporary promotion or detail).
 - (2) Upon loss of exclusive recognition by the Labor Organization.
 - (3) When the agreement providing for dues withholding is suspended or terminated by an appropriate authority outside the Department of Defense.

- (4) When the employee has been suspended or expelled from the Labor Organization.
 - (5) When the Agreement ceases to be applicable to the employee.
 - (6) Upon temporary promotion or detail to a supervisory or management position.
- i. Normal deduction will be made by the payroll office in all biweekly pay periods. Dues allotment will be withheld from sick leave payment, but not from lump sum payments or advance workmen's compensation payments.
 - j. The payroll office will make the remittance for dues withheld biweekly. This remittance will be in a single check for the net balance of dues withheld. The check will be made payable to the Labor Organization and will be forwarded to the Treasurer of the Labor Organization, whose name and address will be furnished to the payroll office on a current basis by the Labor Organization. It will be accompanied by a "Labor Organization Dues Deduction Report" containing the following information:
 - (1) Identification of the employee organization.
 - (2) Payroll period.
 - (3) Employee's name or number.
 - (4) Name of the employees and amount deducted.
 - (5) Names of eligible employees who are dues paying members from whom no deductions have been made with a notation (i.e., LWOP, revocation of allotment, separation, transfer, etc.).

Article 16 Pertinent Information and Directives

Section 1. The Employer agrees to place the Labor Organization on distribution for copies of all vacancy announcements, appointment, changes in wage rate and GS schedules, and employee information letters. This information will be forwarded to the Labor Organization President in the same manner afforded management officials

Section 2. Employment opportunities with other National Guard units can be accessed through USAJobs.com and or the website maintained by the specific state.

Section 3. The Employer agrees to duplicate this agreement and provide the Labor Organization with 20 copies for their use. The Employer will provide new employees with a copy of the agreement during their in-processing briefing with HRO. Additionally, employees can contact the Labor Relations Specialist in HRO to request a copy of the agreement. An electronic copy of the agreement will be posted on the VTANG Intranet for all members to access. The cover of this agreement will include an outline of the state and emblems of both the Air National Guard and the Labor Organization.

Section 4. It is agreed that a reasonable amount of space on existing bulletin boards will be made available for the Labor Organization's use. In accordance with applicable laws, rules and regulations, the Employer agrees that it is mutually beneficial to maintain a public folder on the Employer's intranet for the Labor Organization's use for the benefit and training of all employees. The Labor Organization agrees not to post materials that undermine the Employer's mission or are contrary to good order and discipline. The Employer agrees that any dispute to the displayed material will be brought to the attention of the Chapter President.

Section 5. The Employer agrees that the Labor Organization may post an Employer approved temporary sign, in a location and for the duration approved by the Employer, for the purpose of announcing monthly Labor Organization's meetings. Additionally, the Employer agrees that the Labor Organization may post announcements of monthly meetings on the electronic announcement board located at the front gate.

Article 17 Reduction in Force

Section 1. Procedures relating to a reduction in force (RIF) will be governed by applicable laws, rules, regulations, and this article. Once the Employer determines that a RIF is necessary, the first step in the RIF process is to notify the Labor Organization of any changes and, upon request, bargain on negotiable proposals (see TPR 300.351.)

Section 2. Reductions in force will be made without regard to race, color, religion, national origin, sex, political beliefs, age, marital status, non-disqualifying physical handicap or union membership.

Section 3. Definition: Terms used in this article are defined as follows:

- a. Reduction in Force (RIF): Action taken when an employee is involuntarily released from their competitive level by separation, demotion, or reassignment requiring displacement due to lack of work or funds, reorganization, or need to place a person exercising re-employment or restoration rights.
- b. Retention Register: A list of employees in retention order within each particular competitive level.
- c. Excepted Employee: A competing employee occupying a position outside the Competitive Civil Service.
- d. Competitive Employee: A competing employee occupying a position within the Competitive Civil Service.
- e. Non-Competing Employees: Those employees with an overall performance appraisal of unacceptable will be placed at the bottom of retention registers after tenure groups I and II are listed, regardless of the number of points they have. They may only compete with or displace other employees with unacceptable performance appraisals. Group III includes all employees who have been given indefinite appointments in the excepted service.
- f. Reorganization: The planned elimination, addition or redistribution of functions or duties in an organization.
- g. Performance Rating and Appraisals: Employee Performance Rating: A current official performance rating under the performance rating system established by TPR 430 and Article 21 (performance ratings) of this contract as it applies to this article.
- h. Service Computation Date: This date is based upon total active military service, federal service, and former Civil Service credit.
- i. Tenure: The following groups apply to the Vermont Air National Guard:

- (1) Group I - Employees under career/permanent appointments, who are not serving probation or trial periods. A career/permanent employee in an obligated position is in Group I.
- (2) Group II - Employees serving probation or trial periods, career-conditional/excepted conditional employees in obligated positions.
- (3) Group III - Employees under indefinite appointments, employees under temporary appointments pending establishment of register, employees serving under term appointment, employees in status quo, and employees under any non-status non-temporary appointments.

Section 4. Scope of Competition:

- a. Area of Consideration: Because of the complex nature of the National Guard activities, it is extremely difficult to predetermine areas of competition. Given this condition, areas of competition will be determined once the State receives notification of a reduction in force. Management will confer with the Labor Organization early as possible, on all HRO coordinated manpower reductions. If a RIF action is deemed necessary, management and the Labor Organization will meet to discuss the competitive work areas.
- b. Competitive Levels: Within each competitive area, competitive levels are established in which employees will compete with each other for retention. A level consists of positions which have similarity of requirements for experience, training, skills, and aptitudes.
- c. Supervisory positions will not be placed in the same competitive level as bargaining unit employees.
- d. Positions requiring military membership will not be placed in the same competitive level as those not requiring military membership.

Section 5. Retention Register: Retention registers for competing employees will be prepared by the Human Resources Office for each competitive level as follows:

- a. Excepted Service:
 - (1) Group I - Tenure
 - (2) Group II - Tenure
 - (3) Group III - Tenure
- b. Competitive Service:
 - (1) Group I
 - (2) Group II

(3) Group III

Section 6. Retention Register Standing:

- a. Excepted Service: An employee's retention standing will be computed using the average score of the last three official performance appraisals. Employees who do not have three current appraisals on file receive their previous performance rating or a performance rating of (3), whichever is greater.
- b. The service computation date (SCD) will be used as a tie breaker when two or more employees in the same tenure group have the same retention score. The leave service date (LSD) will be used as a further tie breaker.
- c. Once authority for a reduction in force has been received and an appraisal cutoff date has been established, receipt of a new performance appraisal will not affect the employees standing in the current reduction in force.
- d. Competitive Service: Employees holding competitive appointments will not be placed in the same competitive levels as those employees who hold appointments in the excepted service. Relative retention standing will be determined as in 6a above.

Section 7. Competition Across Competitive Levels for Occupied Positions: Employees released from their competitive levels for occupied positions provided the employee has the potential capability of performing in the positions of the next competitive level. The Employer will brief affected employees on RIF procedures and provide training and the opportunity to update their personal records prior to any decision on assignments.

Section 8. Assignments involving displacement: An employee has no right to assignment to a position with a grade higher than their own. The employee has no right to assignment to a position with a higher representative rate than their own. A displaced employee is entitled to one proper offer. To be entitled to an offer, an employee must meet the minimum qualifications for that position. The employee is entitled to no further offer when:

- a. The employee accepts the offer.
- b. The employee rejects the offer.
- c. The employee fails to reply to the offer within ten (10) working days.

Section 9. Notice to Employees: The HRO will be responsible for issuing reduction in force notices to all affected employees. The HRO will notify the Labor Organization and all bargaining unit employees of the impending RIF upon their receipt of official notification.

- a. General Notice: This notice is issued when specific individual action cannot be determined. This notice must be supplemented by a specific notice.

- b. **Specific Notice:** This notice is issued when specific action will be effected. Specific notice action requires a sixty (60) day notice period. The specific notice contains all pertinent information an employee should know about the impending RIF.

Section 10. **Transfer of Function:** A transfer of function is the transfer of the performance of a continuing function from one location (commuting or competitive area) and its addition to one or more other locations (commuting or competitive areas).

Section 11. **Appeals:**

- a. An employee has the right to appeal to the Adjutant General if they feel that the reduction-in-force regulations have not been properly applied. An employee may appeal any time after they have received a specific notice but no later than thirty (30) calendar days before the effective date of the RIF action.
- b. An appeal will be in letter format and will contain specific information as to the reason the employee believes the action affecting them is inappropriate, such as:
 - (1) Inadequate reasons or failure to give reasons for exceptions outlined in the RIF regulations.
 - (2) Insufficient notice.
 - (3) Excessive narrowness of competitive area.
 - (4) Excessive restriction of competitive level.
 - (5) Improper tenure groupings.
 - (6) Improper determination of physical unfitness for position change.
 - (7) Service computation errors.
 - (8) Improper placement on leave without pay during notice period.
 - (9) Failure to permit the employee to review pertinent regulations and the retention register.
 - (10) Failure to comply with the RIF procedures in TPR 300 (351).

Section 12. **Responsibilities:**

- a. The Employer agrees to notify the Labor Organization of the necessity for a reduction in force, affecting employees of the Vermont Air National Guard, and the reason therefore, as soon as the necessity for such a reduction in force is determined. The Employer also agrees to inform the Labor Organization of pending RIF procedures. A minimum of two Labor Organization

representatives will be present during all formal discussions concerning RIF procedures.

- b. During the periods of reductions in force, the Labor Organization agrees to cooperate with the Employer in communicating with all employees.
- c. Whenever a reduction in force is necessary, every effort will be made to minimize its adverse impact through the use of normal attrition, the reassignment of employees to existing vacancies, and through such other actions to reduce the number of employees adversely affected.
- d. The Human Resource Officer (HRO) is responsible for:
 - (1) Administration of reduction in force procedures.
 - (2) Establishment of retention registers.
 - (3) Providing maximum assistance in finding other employment for dislocated employees to include Civil Service employment in other states or areas of employment in other agencies.
 - (4) Comply with legal and regulatory requirements.
 - (5) Reviewing each reduction in force action to insure there is not discrimination.
 - (6) Furnishing advice and assistance to the employees.
 - (7) Publishing and distributing changes or clarification.
 - (8) Notifying each affected individual through appropriate supervisory levels.

Section 13. All other provisions found in TPR 300 (351) and not covered in this article will prevail.

Article 18 Position Description and Classification

Section 1. Upon appointment, an employee will be assigned to duties aligned with their position description. The employee's job standards prescribe the work relationships, scope, and principal duties.

Section 2. Changes in a position description will be made available to and discussed with the employee concerned.

Section 3. The duties of each employee shall be as basically described in NGB publications concerning job description or subsequent publications that may supersede present documents. Each position description shall spell out the principal duties of the employee. When the phrase "and such other duties as may be assigned" is included in a position description, such duties may be rotated among qualified personnel. Management, however, may assign minor duties that do not affect the classification of the position.

Section 4. The Employer agrees to explain to employees, the basis for classification of their positions and to give each employee an opportunity to resolve questions as to the adequacy and accuracy of duties and responsibilities in his/her position. In addition, the Employer agrees that a Personnel Management Specialist from the HRO, knowledgeable in classification procedures, will be made available upon request of the employee. The employee will be notified as far in advance as possible when classification action is to be taken by the Employer which will have an adverse effect on their pay or status.

Section 5. Employees have the right to appeal the classification of their position to which they are officially assigned at any time. Employees desiring to file a classification appeal shall first discuss the matter with their supervisor. A Labor Organization representative may be present at the meeting if the employee so desires.

Section 6. Employees are hereby informed that they may select a representative of the Labor Organization or a representative of their own choosing to present classification appeals.

Section 7. Additional duties which are job related and need to be accomplished on a continuous basis and which constitute a significant addition (5% or more) to an individual's duties should be included in the individual's job description.

Article 19 Training

Section 1. Although it is expected that personnel are basically qualified to perform their duties as a prerequisite to employment, the Employer and the Labor Organization recognize the possible need for additional training or retraining.

Section 2. The Employer is responsible for establishing training programs as may be required to improve the efficiency of the unit. In developing these training programs, the Employer agrees to solicit recommendations from the Labor Organization. In consideration of the development of employees, training will be maximized within the limits of resources.

Section 3. Nothing in this article is to be construed as waiving the training prerequisites outlines in appropriate job specifications.

Section 4. If mission circumstances permit without negative impact, employees who are enrolled in a civilian educational program may be permitted to revise their daily/weekly schedule in order to attend a course of instruction not normally conducted during non-duty hours.

Section 5. The Employer retains sole authority to determine training requirements. When new technology and equipment is acquired the Employer agrees to provide training in the use of the technology or equipment. Employees may request training, in writing through their first line supervisor. Management retains the authority to determine whether and what training is actually required.

Article 20 Performance Ratings

Section 1. Current TPR 430 and Vermont National Guard directives will be used in all performance rating actions.

Section 2. TPR 430 and the Technician Performance Pamphlet (TPP 430) shall be strictly adhered to in all performance rating actions. Management will discuss with the Labor Organization prior to implementing any changes to the State Plan.

Section 3. Critical elements: are all job objectives for which performance standards are written for a given position.

Section 4. Performance standards are expressed measurements of the quality, quantity, and timeliness of accomplishment of performance elements.

Section 5. Performance is the employee's level of achievement as compared to the performance standard.

Section 6. A critical element is of sufficient importance that unacceptable performance in that element below the satisfactory level merits one or more of the following corrective actions; (a) reassignment, (b) the denial of a within grade increase, (c) reduction in grade, or (d) removal. These actions may be taken regardless of the performance in other performance elements.

Section 7. Critical elements must be identified for each employee. Performance standards must include those aspects of work over which the employee has control and should be consistent with the duties and responsibilities covered in the employee's position description, mission, functional statements, inspection reports, and locally developed performance requirements. The approach should, to the maximum extent possible, identify what employees are expected to do in terms of duties and responsibilities and what they are to produce or achieve.

Section 8. Prior to the implementation of or substantive modification to an individual employee's performance plan, the employee will be provided an opportunity to discuss in full, the new or modified plan, and shall have the ability to make recommendations for changes. The disclosure of the performance plan shall include:

- a. Each critical element for the position.
- b. Each performance standard that will be used to evaluate the employee.
- c. An explanation of how the employee's performance in each performance element will be evaluated.

Critical elements and job objectives will incorporate applicable law, rule or regulation, and reasonably correspond to the position description, and accurately reflect the actual duties performed. All critical elements and job objectives will include the Level 3 (fully acceptable) performance standard for each task.

Section 9. All applications of performance standards to an individual's work shall be fair, equitable and reasonable. In addition, no employee shall be held responsible for matters beyond their control.

Section 10. Performance Plans and Appraisals:

- a. A Performance Plan is a continuing process by which the employee is kept informed of how his/her performance compares against established job objectives and results in a final performance appraisal at the end of the appraisal period.
- b. Job functions designated as critical elements are so important that removal of the employee for unacceptable performance in that element would be a reasonable option regardless of the employee's performance in other performance elements.
- c. Each rating official shall conduct one formal performance appraisal of each employee annually, no later than 30 days from the end of the appraisal cycle. In the event of a change of supervisors, the outgoing rating official will provide a non-rated (closeout) assessment of the employee's performance under their supervision. This assessment should provide enough detail to give the new rating official an accurate picture of the employee's performance during that period to assist in formulating the employee's annual appraisal and rating of record.
- d. The overriding goal is to have an appraisal system that is an effective measurement for performance against established standards. Conducting an effective performance appraisal is an on-going process that uses two way communication and documentation as a key tool for success. Employee and supervisor communication on an ongoing basis is essential for insuring there are no surprises at the end of the appraisal period.
- e. Informal performance reviews can be conducted anytime during the performance cycle to keep technicians regularly advised of performance compared to their established standards. Informal reviews will be documented on the employee's 904-1. At least one formal interim performance review shall be prepared, and conducted by the supervisor during the appraisal period. This formal interim review will be documented on NGB Form 430. The formal interim review will cover performance to date against established standards, critical job elements and address how the review compares to other reviews. If a lower assessment occurs the supervisor will also suggest ways to improve performance. Supervisors should document performance, positive or negative, that could impact the annual appraisal on the employee's 904-1 at any point during the appraisal process.
- f. All employees are measured against their performance standards. Current performance variance from the past standard (last appraisal) is reason for performance reviews and documentation in the 904-1.

- g. Availability of appropriate documentation supporting the appraisal is essential for success during the formal progress reviews. Documentation and counseling on critical events must occur immediately to the maximum extent possible. This should occur no later than the close of business of the next workday.
- h. The NGB 904-1 is the supervisor's record of employee employment which serves as the basic service history file in the supervisor's work folder. Performance related records will be maintained in accordance with applicable laws rules and regulations. If, after discussing the entry with the supervisor, the employee is dissatisfied, he / she can grieve it in accordance with article 28. If the grievance shows the employee to be correct than the entry will be removed within three (3) working days. Conduct related entries remain until no longer relevant to the present problem. In the event of an appraisal appeal, all 904-1 entries which occur outside of the current appraisal period will not be submitted to the appeals board. Both parties will initial and date the 904-1 to acknowledge the entry was made. This does not mean the employee agrees with the entry. The employee retains the right to view and be provided copies of their 904-1. Supervisors should accommodate these requests. Both positive and negative documentation should occur on the 904-1 whenever the supervisor has determined the employee's performance as established by the current standards (last year's appraisal) could be effected. Any problem or deficiency and exceptionally good work should be brought to the employee's attention whenever it is discovered. If there is no documentation to reflect a drop in performance, the employee can expect to receive the same score as established by the previous appraisal. Similarly any increase in an appraisal should have corresponding documentation to reflect these changes. Realistic performance standards should be established between the supervisor and the employee. It should be clear how the employee needs to perform to achieve the agreed upon desired level of performance.

Section 11. The employee's rating official shall initiate the formal annual appraisal process by providing notice to the employee that the appraisal period is nearing completion. As with other assessments, the employee will be afforded an opportunity to provide input of their performance against the established critical job elements. The rating official will enter the supervisor's assessment and provide a numerical rating for each critical element. All performance assessments will be considered when entering a rating.

Section 12. Employees who are dissatisfied with the rating recommended by their rating official may request reconsideration from the approving official with an oral or written explanation of why the employee believes they should have a higher rating. If the approving official assigns a rating that is lower than expected by the employee, the approving official will provide justification for the rating given. A copy of the revised rating, if applicable, will be provided to the employee.

Section 13. An employee who is not satisfied with the appraisal received may appeal to the State Appeals and Review Board in accordance with TPR 430, within thirty calendar

days after the technician receives his/her appraisal. The Chairman of the above referenced board will notify the Labor Organization, in writing, a minimum of 4 working days in advance, of the members to sit on the board including all management representatives.

Section 14. Nothing in this article shall be construed to override the information or requirements contained in TPP 430, which should be consulted for specific regulatory guidance.

Article 21 Merit Promotion and Internal Placement

Section 1. The objective of the Merit Promotion Article is to fill all funded, excepted, non-supervisory positions in the Vermont Air National Guard with the most qualified person. The parties recognize that a strong merit promotion and internal placement plan is in the best interest of the employees and management. Competitive positions will be filled in accordance with TPR 300(335), 5 C.F.R. part 335, and NGB Qualification Standards. Competitive non dual status (NDS) positions will be filled in accordance with applicable laws rules and regulations. Placement procedures will be in accordance with these provisions.

Section 2. This article will assure employees in the excepted service an opportunity for fair and equitable consideration for promotion to positions for which they qualify.

Section 3. These objectives should provide the following related benefits:

- a. Increased career development opportunities for competent employees.
- b. Higher levels of employee performance and work satisfaction.
- c. Retention of capable employees.
- d. To ensure full consideration of employees.

Section 4. Promotion procedures shall be directed toward locating the applicants best qualified and available for the positions to be filled. It is recognized that nothing in this article will preclude a selecting official from choosing any applicant based upon job related criteria for the announced position.

Section 5. Promotion procedures and requirements shall be applied with fairness and equity.

Section 6. This article shall advance the concept of equal employment opportunity. Selections shall be made from among the eligible applicants best qualified to perform the duties of the position to be filled, without discrimination because of race, color, religion, national origin, sex, political beliefs, age, marital status, non-disqualifying physical handicap, or union membership.

Section 7. In making selections for promotion, equal consideration will be given to awards under the Incentive Awards Act or other awards or letters of recommendations relating to job performance that have been granted to eligibles and evidence of which have been included in the position application.

Section 8. The Human Resource Officer is responsible to the State Adjutant General to:

- a. Guide the operation to insure compliance with this article.
- b. Provide for continuing publicity for this article.

- c. Assure that applicants are properly evaluated and that they meet the necessary minimum qualifications required for the advertised position(s).
- d. Assure that all applicants are properly evaluated, ranked and certified for promotion consideration when ten (10) or more applicants are involved.
- e. Maintain merit placement action records in accordance with the requirements in TPR 300 (335) in a manner which will allow for reconstruction of said placement action.

Section 9. Management and Labor Organization officials will cooperate in the following areas:

- a. Participation in the development and revision of this article.
- b. Assuring that the requirements of the upward mobility plan are met.

Section 10. Employees must familiarize themselves with the operation of the promotion program and provide complete and accurate information needed for promotion consideration. Applicants will be responsible for updating their resume and AGO-VT Form 690-5 upon application for a position vacancy. It is not the responsibility of the Human Resources Office to gather information and complete a vacancy application.

Section 11. Copies of the current employee position descriptions will be made available at the Human Resources Office (HRO).

Section 12. The qualifications of employees within the areas of consideration are evaluated to determine who meet the minimum qualifications. Selection may be made from this group.

- a. These non-competitive promotions are exempt from competition:
 - (1) Promotion due to issuance of new classification standards or the correction of a classification error.
 - (2) Placement of over-graded employees entitled to grade retention (with a two year period) as a result of a RIF, reclassification or reorganization.
 - (3) Promotion when competition was held earlier (i.e. position advertised with known promotion potential).
 - (4) Re-promotion to a grade or an intervening grade or position from which an employee was demoted, without personal cause and not at his or her request, within a two (2) year period.
 - (5) Promotion resulting from an employee's position being reclassified at a higher grade because of additional duties and responsibilities.
 - (6) Position change to a position having no higher promotion potential.

- (7) Temporary promotion of 120 days or less.
- (8) Detail to a higher grade position or to a position with known promotion potential for 120 days or less.
- (9) Selection of a former employee from the Re-employment Priority List for a position at the same or lower grade than the one last held.
- (10) Position change required by RIF regulations.
- (11) Placement of individuals exercising restoration rights.

Section 13. Qualification Standards:

- a. Applicants must at least meet minimum standards as prescribed by specific position descriptions.
- b. Selective Placement Factors. Selective placement factors are the job related knowledge, skills, abilities, or other personal characteristics absolutely essential for satisfactory performance in the job. They will be determined in advance of advertising a position and will be stated in the vacancy announcements. When used, they are a part of the basic eligibility requirements for the position.

Section 14. Qualification standards for positions cannot be modified once the promotion process is started, unless an incorrect standard had been used or the National Guard Bureau issues a new standard for use, before final action has been taken on the position. If it is necessary to change a qualification standard, the promotion process will be re-initiated.

Section 15. Applicants applying for an advertised vacancy must review or be aware of their individual AFSC scores and ensure they meet the requirements stated in the vacancy announcement. Individuals who fail to meet the required test scores for a needed military AFSC necessary for a position will, upon their requests, be given an opportunity to retake the test for possible qualification prior to the closing of the position announcement. Job announcement processing may be delayed up to two (2) working days to obtain test scores.

Section 16. The Employer will respond to a question or complaint about the promotion program or a specific promotion action. The following matters are not a basis for a complaint:

- a. Failure to be selected for promotion when proper promotion procedures are used; or
- b. An action required to be taken by the Employer under the provisions of TPR 300 (335).

Section 17. Grievances arising out of the application of this procedure shall be processed in accordance with the Negotiated Grievance Procedure. Pending the outcome of a verbal complaint or written grievance, personnel actions may be held in abeyance by the HRO. Personnel actions completed will not be rescinded. Inquiries for purposes of this article may not justify suspension of personnel actions unless determined by the HRO to be warranted.

Section 18. Priorities of Consideration:

- a. The following categories will comprise the applicant groupings for consideration by the selecting official.

EXCEPTED POSITIONS:

GROUP I All current, permanently employed Excepted Service Employees working in or who have worked in the section within the branch specified in the job announcement for which the vacancy exists.

GROUP II All qualified, current, permanently employed Excepted Service employees of the Vermont Air National Guard.

GROUP III All qualified members of the Vermont Air National Guard or other individuals who are willing to become members of the Vermont Air National Guard.

- b. Once the employee vacancy announcement is closed, the HRO will review the qualifications of the applicants by consideration group and will refer by consideration group to the selecting official, those individuals who meet the minimum qualifications for the position(s). The determination as to whether or not the applicant meets the minimum qualifications for the position rests with the HRO using the published qualifications as a guide.
- c. During consideration of the applicants, the selecting official may consider applicants from any group. Any candidate must be judged by the selecting official as more suitable than the employee(s) not selected.
- d. In keeping with sound management policy, upon request, a non-selected individual may be afforded the right to receive from the selecting official reasons for his/her non-selection, either in person or in writing.

Section 19. Placement Procedures. Supervisors who desire to fill a permanent position will prepare a SF 52 and forward it to the HRO. The SF 52 will contain the following information:

- a. Job title and position number.
- b. Selective placement factors, if applicable.
- c. Recommended area of consideration.

- d. If it may reasonably be expected that no qualified applicants will be found within the recommended area of consideration, the selecting official may request the HRO include a statement in the vacancy announcement to the effect that, in the event no qualified applicants apply for the position, he/she will consider a trainee appointment at a lower grade. Not more than a three (3) grade spread will be included in the announcement. Position descriptions will be modified accordingly.
- e. Supervisors may ask the HRO to extend the area and run the announcement for a longer period, not to exceed 45 calendar days.
- f. Type of appointment, (i.e. excepted or competitive).

Section 20. The primary method of locating candidates will be vacancy announcements published by the HRO. The announcement must receive sufficient publicity and be open for a minimum of ten (10) working days, so that applicants within the area of consideration have ample opportunity to learn of the vacancy and to apply. Vacancy announcements are to be clearly written, with sufficient information for the applicant to understand what the area of consideration is, what the duties of the job are, what qualifications are required and what the applicant has to do in order to apply. When it is not practical to spell out in detail this information, the announcement will inform the applicant where the information can be obtained (e.g., in the promotion article). Each announcement must contain a statement concerning equal employment opportunity.

Section 21. Applicants interested in applying for a position must submit their application to the HRO. A military resume must accompany all applications for dual status vacancies. HRO will assure that employees who are TDY are given every opportunity to apply for a position vacancy which is advertised during the period of their temporary duty.

Section 22. The HRO will screen all applications received from within the area of consideration which meet the minimum qualification requirements for the position being considered. The HRO will use a subject matter specialist (when deemed necessary by the HRO) when processing applications which do not appear to meet the minimum qualification level. Those applications which do not meet these requirements will be eliminated from further consideration and the applicants will be informed by letter of their elimination by the HRO.

Section 23. The following method will be utilized for forwarding job applications to the selecting official:

- a. The HRO will contact the selecting official to determine if a rating panel is desired. If the selecting official does not wish to have a rating panel, the HRO will forward to the selecting official, the selection packages alphabetically grouped but not ranked, in accordance with the areas of consideration contained in Section 19 of this article.

- (1) If, after all candidates have been considered, the selecting official is unable to make a decision, they will contact HRO for additional guidance.
- b. If a rating panel is requested, all qualified applications will be rated by the same panel. After the qualified applicants have been rated by a panel, the selecting official will select one of the following options:
 - (1) Request the HRO forward—the complete list of permanent employee candidates for the selecting official’s consideration.
 - (2) After all qualified permanent employee candidates have been considered, the selecting official may then request the names of the remaining qualified applicants for consideration.
 - (3) Request the HRO forward the names of all applicants. Qualified employee applicants will be given priority consideration for the position before considering any non-technician applicants.
- c. A bargaining unit member may, at the discretion of the Employer, serve on rating panels.
- d. The HRO will provide the application and related documents of the qualified applicants to the chairman of the rating panel.

Section 24. Physical appearance before the panel is not required; however, the panel may interview candidates. If one candidate is interviewed by the panel, all candidates should be interviewed. Applicants will be rated via rating sheets. Rating sheets will have names filled in by the HRO.

Section 25. Panel roster and rating sheets, along with all documents, will be returned to the HRO for ranking applicants. Supervisor appraisals will be totaled by the HRO and used in the ranking process.

Section 26. After the applicants are ranked by HRO, the names will be forwarded to the selecting official as requested.

Section 27. The selecting official will make a selection from among the applicants, based on his/her judgment of how well the selectee will perform in the particular job being filled.

- a. After selection, the selecting official will prepare the appropriate documents and submit them to the HRO for approval by the Adjutant General.
- b. Upon notification from the HRO of approval of the selection, the selecting official will notify the selectee and determine a starting date. The non-selected applicants will be promptly notified by the selecting official that another candidate, by name, was selected. The HRO will also notify non-selected applicants by mail.

- c. Successful candidates must be released for their new duties within a reasonable length of time, normally at the end of the first complete pay period following selection.
- d. The Employer agrees to make every effort to complete final action on the selection, normally with a maximum of fifteen (15) working days after the selecting official makes his/her decision.

Section 28. Temporary appointments procedures need not include the procedures outlined above, provided no present permanent technicians are interested due to grade and temporary status of the position.

Section 29. Temporary employees may be non-competitively appointed as permanent employees, providing that they attained their temporary status via the Merit Promotion Plan and the position was advertised as having the potential of becoming a permanent position.

Section 30. The HRO will maintain sufficient records in accordance with TPR 335, for a minimum of two (2) years, so that merit placement actions may be reconstructed.

Section 31. Merit Promotion and Internal Placement grievance guidelines:

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

The Employer, upon written request, will provide the Labor Organization, promotional material utilized in assessing the qualifications of the eligible candidates in a grievance action. Confidentiality of promotion materials will be maintained by the Labor Organization I/AW the Privacy Act and Freedom of Information Act (5 U.S.C., Section 552).

Article 22 Retirement Policies

Section 1. Resignation is a voluntary termination of employment. The Employer cannot demand an employee's resignation. Employees retiring, either voluntarily or involuntarily, will be counseled by personnel of the Human Resource Office. A reasonable effort will be made to conduct annually, a retirement/investment counseling seminar as it relates to the Federal Employees Retirement System. The opportunity to attend these seminars will be afforded to employees on a voluntary basis for those employees who have twenty (20) years or more of combined federal service, and/or are forty years of age or more.

Section 2. Employees are encouraged to schedule an entitlements briefing with HRO when considering retirement. The Employer will work with employees in an attempt to resolve issues that may affect an employee's retirement.

Article 23 Discipline

Section 1. 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, applicable rules and regulations, and Article 20 of this contract. 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 consistent, applied equitably and promote the efficiency of the federal service.

- a. The parties recognize that there are two types of employee disciplinary actions that may be appropriate; i.e., informal disciplinary action and formal disciplinary action. Disciplinary action will be taken when there has been an offense against the employer-employee relationship that will promote the efficiency of the service.
- b. In order to be effective, constructive discipline must be timely. Disciplinary action must be initiated within a reasonable period of time after the offense becomes known to the individual's supervisor. Nothing in this section is intended to impose a table of penalties or to prevent management from considering all extenuation and mitigating factors in imposing disciplinary actions.

Section 2. INFORMAL ACTION

- a. This type of action will consist of a counseling interview with the employee by his or her supervisor. The employee will be advised of the specific infraction or breach of conduct and exactly when it occurred. The employee will have a Labor Organization representative present if desired, and supervisors are strongly encouraged to advise the employee of this right prior to the interview.
- b. Counseling interviews will be recorded on NGB Form 904-1, in pencil. The supervisor will advise the employee as to the proposed duration of the entry and the date that the entry will be removed. The duration of the entry will be commensurate with the seriousness of the offense. The supervisor will meet with the employee after 90 days to discuss the removal of the entry.
- 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. Access will be limited to management/employees concerned and appropriate individuals to whom the employee 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.

Section 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 employee.
- b. Before disciplining an employee, the supervisor will gather all available facts and discuss the issue in detail with the employee. After considering the employee's response, the supervisor will then advise the employee 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 is a disciplinary action that notifies an employee to desist from a certain course of action. The supervisor will describe the offense in sufficient detail to enable the employee to understand why the admonishment is necessary. The employee may have a Labor Organization representative if so desired. The supervisor is strongly encouraged to advise the employee of this right prior to the questioning and presentation of the admonishment.

- (a) Counseling sessions pertaining to discipline will be recorded on NGB Form 904-1, in pencil. The supervisor will advise the employee as to the proposed duration of the entry and the date that the entry will be removed. The duration of the entry will be commensurate with the seriousness of the offense. The supervisor will meet with the employee after 180 days to discuss the removal of the entry.

- (b) 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 limited to management/ employees concerned and appropriate individuals to whom the employee 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 employee may have a Labor Organization representative if so desired. The supervisor is strongly encouraged to advise the employee of this right prior to the questioning and presentation of the letter of reprimand.

- (c) Describe the offense in sufficient detail to enable the employee to understand why the reprimand is necessary.
 - (d) Inform the employee that the letter will be filed as a temporary document in the Official Personnel Folder (OPF) until a specific date. Retention period should normally 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 4 applies.

Section 4. ADVERSE ACTIONS

- a. Adverse Action is an administrative action that results in removal, suspension, or reduction in grade or compensation of any employee.
 - (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 employee’s ability to perform their duties; the agency’s ability to fulfill its mission, etc.)
- b. Adverse actions will not be initiated by any supervisor without consulting with the Deciding Official and obtaining approval of the HRO before issuing proposed adverse action and original decisions. The following, as required by agency regulation TPR 752 will be the sequence of events for an adverse action:
 - (1) Employees will be given at least a thirty (30) calendar day notice of proposed adverse action, signed by the individual proposing the action. The employee or the representative will be given the opportunity to reply to the charges, in writing and/or in person, to the Deciding Official.
 - (2) The employee will be given a Notice of Original Decision, signed by the Deciding Official that will state the specific action being taken. Upon receipt of the decision the employee has twenty (20) calendar days to file for an appellant review by the Adjutant General or an Administrative Hearing conducted by a National Guard hearing examiner, but not both.

- (a) Employees requesting an appeal shall state their dissatisfaction with the decision and include with the appeal any additional mitigating evidence supporting their position. The appeal letter will also include whether or not the individual requests representation.
- c. If the employee requests a hearing, the HRO, will submit a written request to NGB-HR for a list of examiners. In-turn, the NGB-HR will provide a list of hearing 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.
- d. 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 709f (5) and (6).

If an employee chooses an administrative hearing, the Labor Organization only, may elect to utilize advisory arbitration. In this instance, the procedures contained in Article XXIX of this agreement will be followed. All cost associated with advisory arbitration will be shared equally by the Labor Organization and the Employer

Article 24 Counseling Procedures

Section 1. A New employee will be scheduled for an in-processing briefing by the Human Resource Office (HRO), within the first five (5) days of their appointment where they will be counseled on all aspects of federal employment.

Section 2. A checklist provided by the Human Resource Office will be utilized to counsel each employee.

Section 3. When a new employee is hired in a position included in the Bargaining Unit, the Human Resource Office will inform the new employee of the Labor Organization's exclusive recognition status.

Section 4. During a new employee in-processing, the HRO will provide new hires with Labor Organization provided information. Time will be made available for the Labor Organization to give the new hire a ten to fifteen minute introduction to the role of the Labor Organization, location of Labor Organization officials, and a copy of the labor contract.

Article 25 Employee Assistance Program

The Employer and the Labor Organization recognize the importance of maintaining a healthy and productive work environment. The Employee Assistance Program (EAP) provides services to assist employees in resolving personal issues that may impact their work performance. The EAP can provide employees with confidential assistance for a variety of matters. Employees who are experiencing personal problems are encouraged to be proactive by seeking assistance through the EAP. Employees facing adverse action while enrolled in the EAP remain subject to administrative or disciplinary actions as outlined in applicable laws, rules or regulations.

Article 26 General

Section 1. Upon request, the Employer agrees to furnish the Labor Organization a list of all unit employees by name, title, and grade.

Section 2. Employees, or a representative designated by them in writing shall, upon request, be permitted to examine their Official Personnel File in accordance with current CFRs and directives.

Section 3. The Labor Organization will be provided with the exclusive use of office space at a mutually agreed upon location for the conduct of representational duties or other official Labor Organization business. The Employer will provide the Labor Organization with the use of a secure five drawer filing cabinet, desk, computer desk, four chairs and a computer. A telephone line will be provided limited to local and/or credit card use only. The Labor Organization will be fully advised and discussions held on any proposed moves or changes driven by mission essential requirements.

Section 4. If possible, the Labor Organization will coordinate PA announcements with the wing commander or designated representative.

Section 5. Upon request, technicians will be issued a civilian Common Access Card (CAC).

Section 6. A LAN mailbox address for bargaining unit employees will be provided to the Labor Organization.

Section 7. Management will encourage participation in ridesharing by as many employees as possible. When overtime work is required, especially when short notification occurs, consideration shall be given by management to employees who rideshare.

Section 8. The Employer agrees to allow the Labor Organization the use of existing copier equipment for the purpose of producing necessary documents related to representational duties

Article 27 Grievance Procedures

Section 1. The Employer and the Labor Organization recognize the importance of settling disagreements and misunderstandings promptly, fairly, and in an orderly manner. To accomplish this, every effort will be made to settle grievances at the lowest level of supervision. Grievances in the name of the Labor Organization will be submitted to the lowest level of management empowered to resolve the grievance in accordance with applicable laws, rules and regulations. Employees may present grievances without fear of restraint, coercion, discrimination, or reprisal. The purpose of this article is to provide for a mutually acceptable method for the prompt and equitable settlement of bargaining unit employee grievances, Labor Organization grievances, and Employer initiated grievances.

Section 2. The procedures contained in this article are the exclusive procedures for resolving grievances which fall within its coverage and not otherwise excluded herein or by law.

Section 3.

a. The parties to this agreement define a grievance as meaning any complaint:

- (1) by any employee concerning any matter relating to the employment of the employee;
- (2) by the Labor Organization concerning any matter relating to the employment of any employee; or
- (3) by any employee, the Labor Organization, or the Employer concerning:
 - (a) The effect or interpretation, or a claim of breach, of this collective bargaining agreement; or
 - (b) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment; or
 - (c) Matters involving prohibited personnel practices, unacceptable performance of employees, may be pursued under this grievance procedure or the statutory procedure, but not both and that choice will be considered as made, at the time the party timely initiates an action under this grievance procedure or applicable statutory procedure.

b. Those matters listed in Section 5 are excluded from this procedure.

Section 4. The Labor Organization may, on its own behalf or on behalf of any employee in the exclusive unit represented present or process grievances. Furthermore, this article

assures bargaining unit employees the right to present a grievance on their behalf so long as the exclusive representative is afforded the opportunity to exercise its right to be present during the grievance proceeding at any level of supervision. Any item subject to and not settled under this negotiated grievance procedure shall be subject to binding arbitration which may be invoked only by the Labor Organization or the Employer. All questions of grievability and arbitrability will be resolved by the arbitrator before considering the merits of the grievance.

Section 5. Grievance Procedure:

- a. This Grievance Procedure shall be the sole procedure for all bargaining unit employees. Disagreements between the Labor Organization and the Employer on questions of whether a grievance is over a matter that is covered by this grievance procedure will be referred to an arbitrator for a decision. Either party may file this referral independently.
- b. Matters specifically excluded from the negotiated grievance procedure:
 - (1) any claimed violations of subchapter III of Chapter 73 of Title 5, U.S.C. (relating to prohibited political activities); or
 - (2) retirement, life insurance, or health insurance; or
 - (3) a suspension or removal under Section 7532 (national security) Title 5, U.S.C.; or
 - (4) an examination, certification, or appointment; or
 - (5) the classification of any position which does not result in reduction in grade or pay of an employee; or
 - (6) any matter which could be appropriately grieved under Equal Employment Opportunity procedures; or
 - (7) Appeal of Performance Appraisals
 - (8) Actions covered by Title 32, U.S.C., Section 709(f).
 - (9) A complaint concerning a term or condition of military service with the meaning of 10 U.S.C. Section 976

Section 6. For the purposes of this agreement, the following procedures apply in processing a grievance. It is understood that these procedures may be used either by an individual or by the Labor Organization.

- a. Step 1. The informal grievance shall be presented by an employee orally or in writing, or both, to the employee's first level supervisor. The employee may have the work area steward accompany the employee in presenting of the

grievance if so desired. The informal grievance must be initiated and presented within fifteen (15) work days (reference Article 6, Section 1a) of the incident giving rise to the grievance or from the date the employee became aware of the incident. If the grievance is mailed, it will be considered timely if the postmark date is within the fifteen (15) work day period. An informal grievance may be presented concerning a continuing practice or condition at any time. In order to avoid misunderstanding, the employee must clear to the supervisor that an “informal grievance” is being presented at the initial presentation, either orally or in writing.

- (1) If the cause of the grievance is dissatisfaction or a difference between the employee and the immediate supervisor, the employee may submit the informal grievance to the next higher supervisor. In this event, Step 2 of the formal procedure will likewise be elevated.
- (2) An informal grievance presented on behalf of employee(s) by the exclusive representative will identify the employee(s) on whose behalf, or if submitted on the Labor Organization’s behalf, if the dispute concerns individual employees, will identify such employees by name, and will contain specific facts, names, dates, circumstances and names of witnesses regarding the grievance to enable resolution with the parties concerned at the lowest possible level of supervision.
- (3) The first level supervisor shall make a prompt effort to reach an amicable settlement of the grievance at the informal stage. In order to attempt to resolve a problem before it becomes a formal grievance, the supervisor should meet with the affected employee and / or the steward within three (3) work days of grievance receipt or requested meeting in an effort to informally resolve the issue. If the dispute is not resolved informally the supervisor will respond in writing to the employee within five (5) workdays of the informal meeting.

b. Step 2. Formal Grievance Procedure:

- (1) If the aggrieved employee is dissatisfied with the decision reached through the informal procedure (Step 1), the grievance may be reduced to writing by the employee(s), or by the Labor Organization on the employee(s) behalf, or on the Labor Organization’s behalf, and submitted to the next higher level of supervision with copies to all levels of supervision below the Air Commander and TAG / HRO within five (5) workdays after receipt of the first level supervisor’s written decision on the informal grievance. The written formal grievance will be appropriately identified as such and will contain as a minimum the following information:
 - (a) Specifics of the matter or incident of the formal grievance to include names, dates, times, places, a complete and factual

statement of the event or events giving rise to the grievance to include name(s) of witnesses, if any.

(b) A statement that the informal step has been processed to include a summary of the efforts by parties concerned to informally resolve the issue.

(c) The date the informal grievance was initiated, the date of supervisor's reply, the date of formal grievance, the name and signature of employee(s), the position held, and location of duty station.

(d) The decision of the first level supervisor at the informal state of the grievance.

(e) The personal relief sought.

(2) The second level supervisor will review all material submitted by the grievant. He may call for an interview of the grievant accompanied by a Labor Organization representative, if desired. This supervisor shall render his decision in writing within five (5) work days following receipt of the formal grievance. All parties will cooperate by responding to a meeting, if requested, to try and resolve the issue through discussion at this stage. In the event a satisfactory settlement is reached at this stage, it shall be reduced to writing with copies furnished parties concerned, including the HRO.

c. Step 3. IF the grievance is not satisfactorily resolved at Step 2, the employee (or the Labor Organization representative at the employee's request may forward the formal grievance to the Air Commander through the next levels of supervision with a copy to the HRO within five (5) workdays (reference Article 6, Section 1a) after receipt of the second level supervisor's written decision on the formal grievance and contain the information required at Step 2. The Air Commander and all other supervisory officials will follow those procedures established at Step 2 in an effort to resolve the grievance.

d. Step 4. If the grievance is not satisfactorily resolved at Step 3, the employee (or Labor Organization representative at the employee's request) may forward the formal grievance to the Adjutant General, to include copies of all previous correspondence and any other pertinent material or information. The Employer will render his written decision within fifteen (15) working days after the receipt of the formal grievance at this stage of the grievance procedure.

e. A formal grievance file will be maintained by the HRO consisting of all correspondence pertinent to or generated in the matter and will be maintained and retained pursuant to governing files disposition regulations. Information in the grievance file will be made available to the Labor Organization upon request, if permissible under applicable law.

- f. If the grievance is not settled by this method, the Labor Organization may refer the matter to arbitration under Article 29 of this agreement. Nothing herein shall preclude the parties from attempting to settle such grievances informally.
- g. If, at any time in the formal stage, the grievant chooses to terminate the grievance, they will do so by a written statement of termination to the Employer with a copy to the Labor Organization. Such a termination action will be binding on the employee, the Labor Organization, and the Employer.

Section 7. The following procedure applies to grievances initiated by the Employer. Grievances initiated by the Employer will be submitted in writing to the Labor Organization President. Within seven (7) working days, the parties will meet to attempt to resolve the grievance. A written decision will be rendered by the Labor Organization no later than fifteen (15) working days following the meeting.

Section 8. The Employer may, within twenty (20) calendar days from the date of the decision, inform the Labor Organization that the grievance will be submitted to arbitration in accordance with Article 29.

Article 28 Arbitration

Section 1. If the Employer and the Labor Organization fail to settle any grievance processed under the negotiated grievance procedures, the grievance, upon written request by either party within thirty (30) calendar days after the issuance of the Employer's final decision, may be submitted to arbitration.

Section 2. Within five (5) working days from the date of the request for arbitration, the parties shall jointly request the Federal Mediation and Conciliation Service to provide a list of seven (7) impartial persons qualified to act as arbitrators. The parties shall meet within three (3) working days after receipt of such a list. If they can't mutually agree upon one of the listed arbitrators, then the Employer and the Labor Organization will each strike one arbitrator's name from the list of seven (7) and will repeat this procedure until only one name remains. The remaining person will be the duly selected arbitrator.

Section 3. The Federal Mediation and Conciliation Service shall be empowered to make a direct designation of an arbitrator to hear the case in the event:

- a. Either party refused to participate in the selection of the arbitrator;
- b. Upon inaction or undue delay on the part of either party.

Section 4. If the parties fail to agree on a joint submission of the issue for arbitration, each shall submit a separate submission and the arbitrator shall determine the issues to be heard.

Section 5. The arbitrator's fee and expenses of the arbitration, if any, shall be borne equally by the Employer and the Labor Organization, provided the arbitrator's travel and per diem expenses do not exceed that authorized by the DOD Joint Travel Regulation. The arbitration hearing will be held, if possible on the Employer's premises during the regular day shift hours of a normal workweek. All participants in the hearing shall be in a duty status.

Section 6. The arbitrator will be requested to render his/her decision as quickly as possible, but in any event not later than thirty (30) calendar days after the conclusion of the hearing unless the parties mutually agree to extend the time limit.

Section 7. The arbitrator's award shall be binding on both parties. However, either party may file exceptions to an award with the Federal Labor Relations Authority, under regulations prescribed by the Authority.

Section 8. Any dispute over the application of an arbitrator's award shall be returned to the arbitrator for settlement, including remanded awards.

Section 9. Matters subject to Title 32, U.S.C., Section 709(f), as well as relevant military regulations are excluded from binding arbitration.

Article 29 Civic Responsibility

Section 1. In the event an employee is summoned for jury duty or as a witness for the Federal government, the employee shall be paid under the provisions of applicable regulations.

Section 2. Supervisors will make appropriate accommodations for employees scheduled to work on any election day, and who are unable to reach their polling location due to their work schedule. Employees scheduled to work on any election day, and who are eligible to vote, will be excused without loss of pay or charge to leave under the provisions of applicable regulations. Time of excusal will be at least three (3) hours prior to the closing of the polls, or three (3) hours after the opening of the polls, at the discretion of the supervisor, whichever results in the lesser amount of time off and when practical, without seriously interfering with the operations. Consideration will be given to the travel time to the legal voting poll of the individual concerned. Employees still having an all day Town Meeting may be granted administrative leave by the Employer upon written request.

Section 3. Approved fund raising drives will be conducted provided that they are approved by the Employer and accomplished in accordance with laws, rules and regulations. Coercion, overt or implicit, shall not be practiced by personnel appointed as key persons (solicitors) or by management personnel.

Section 4. Excused absence may be granted to an employee who is a member of a community non-paid volunteer emergency service when engaged or called to such service by a competent authority. Excused absences granted will only be for the time spent which crosses over the normal employee work tour. If an emergency situation occurs during non-duty hours and the emergency is such that it extends into the employee's normal tour of duty, the employee may be excused only for the time spent during the their tour of duty. If the employee is actively employed in normal day to day activities, the individual's supervisor should make attempts to free up the individual if the severity of the call warrants an all-out response (i.e. structural fire). All such incidents must be justified by the employee.

Section 5. Tardiness and brief absences of less than one hour may be excused by the Employer when reasons are justified and within applicable laws rules and regulations. Employees may be excused on a case-by-case basis to respond to emergencies pursuant to their non-paid volunteer services in the community, provided that he or she received advance permission from his/her supervisor and or tenders a written justification for the absence thereafter.

Section 6. It is acknowledged that the donation of blood is a generous gift on the part of the employee and a necessity to insure an adequate supply of blood in case of an emergency. Up to four (4) hours of administrative leave may be provided for the purpose of Phereis and blood donation for a cumulative total of up to 24 hours per year. The four hour period will include the giving process. Verification of the donation will be provided for the supervisors records.

Article 30 Official Time for Representational Duties

Section 1. The Employer agrees that time will be made available without loss of annual leave or pay, during the normal duty hours, for the Labor Organization representative to carry on business that is of mutual interest to the Employer and to the Labor Organization. Labor Organization representatives will coordinate official time and receive approval from the Employer. The authority to approve such time rests solely and exclusively with the Employer. Time will be made available for the following purposes:

- a. Shop stewards conferring with employees and/or supervisors about representation matters.
- b. Labor Organization representatives meeting with the Employer's representatives, excluding negotiations of the agreement.
- c. Representatives assisting in Wage Board survey work as data collectors when approved by the Employer.
- d. Labor Organization representatives to attend conferences or conventions when authorized by the Employer, in accordance with current law, rule or directives. Requests will be routed through respective supervisors to the Air Commander for approval.
- e. Employees and their representatives when preparing and/or presenting appeals and grievances.
- f. On such other occasions when deemed advantageous to both parties, and approved by the Employer.
- g. Labor Organization officials when representing Federal Employees by visiting, phoning, and writing to elected representatives concerning desired legislation.

Section 2. Labor Organization officials, stewards, and representatives utilizing official time, for the purpose of representational duties, will be granted official time for these periods. When this coordinated official time usage occurs, it will be documented in accordance with standard agency timekeeping procedures.

Article 31 Uniforms

Section 1. For each bargaining unit member, required to wear the prescribed uniform, the Employer will:

- a. Continue the current policy of providing work uniforms appropriate to the position to which the employee is assigned.
- b. Provide sewing services to attach to the uniform any devices, insignia or other accouterments it may deem necessary.

Section 2. Special organizational clothing will be provided based on individual workplace conditions as determined by AFOSH and OSHA regulations.

Section 3. The Employer shall replace all provided issued items on a fair wear and tear basis.

Section 4. Wear of the uniform will be in accordance with appropriate regulations and directives. Modifications to the uniform or uniform wear may be made at the discretion of the unit commander within the parameters of the regulations and directives. The Labor Organization or any employee may suggest such modifications for consideration.

Article 32 Duration of Changes

Section 1. This agreement shall remain in full force and effect for four (4) years from the date approved by the Department of Defense. This agreement shall be renewed for an additional four (4) year period on each fourth anniversary date thereafter, subject to the review and re-approval of the Department of Defense. This will occur automatically unless either party gives written notice to the other, not more than 90 days and not less than 60 days in advance of the expiration date of the contract of their desires to re-negotiate the contract. If such notice is given, permissive provisions of the agreement, as determined by current case law, will be terminated at the demand of either party. The remainder will remain in full force and effect until a new agreement has been negotiated and approved. Provisions of the expired agreement which violate any law, rule, or regulation of appropriate authority, will be superseded by such law, rule or regulation.

Section 2.

- a. This agreement may be subject to supplements or amendments during the agreement lifetime under one of the following procedures.
 - (1) At any time during the life of this agreement, either party may negotiate no more than two (2) additional provisions within a twelve month period on any subject or matter not discussed or waived during negotiations for this agreement.
 - (a) At the two year anniversary of the signing of this agreement, either party may propose to amend any provision within this agreement I/A/W paragraph b. of this section.
 - (2) Negotiations can be opened at any time during the life of the contract by mutual consent on any new or existing articles of the agreement.
- b. A request for an amendment or modification or supplement to this agreement by either party shall be in writing setting forth, in detail, the need or reason for the proposed change and a summary of the change.
- c. Representatives of the Employer and the Labor Organization will meet within 15 calendar days to commence negotiating the proposed amendment, modification or supplement unless a later date is mutually agreed upon. No changes other than those specified in the summary will be considered.
- d. Approval of an amendment, modification, or supplement to this agreement will be accomplished in the same manner as provided for approval of the basic agreement.

- e. All midterm agreements reached shall be signed by the representatives of the parties in accordance with the Memorandum of Understanding (MOU).

Section 3. Negotiations for a new agreement will commence no earlier than 180 calendar days or later than 90 days prior to the termination of this agreement. Two representatives each from the Employer and the Labor Organization will meet within fifteen (15) days to initiate a new Memorandum of Understanding establishing the ground rules for the conduct of negotiations for a new agreement.

IN WITNESS WHEREOF the PARTIES hereto have entered into this AGREEMENT on the 30th day of August in the year Two Thousand and Seventeen.

FOR THE UNION:

FOR THE EMPLOYER:

Signature's on File

Signatures on File

ACT, The Green Mountain Chapter
President

MAJOR GENERAL
The Adjutant General



DEPARTMENT OF DEFENSE
DEFENSE CIVILIAN PERSONNEL ADVISORY SERVICE
4800 MARK CENTER DRIVE
ALEXANDRIA, VA 22304-1100

August 30, 2017

MEMORANDUM FOR THE ADJUTANT GENERAL, VERMONT NATIONAL GUARD
HUMAN RESOURCES OFFICE
ATTN: MR. RICHARD BREHM
793 VERMONT NATIONAL GUARD ROAD
COLCHESTER, VT 05448

SUBJECT: Agreement between the Adjutant General, Vermont National Guard and
the Green Mountain Chapter, Association of Civilian Technicians

The subject agreement was executed on 14 June 2017, and was received in this office for Agency Head Review on August 4, 2017. Under 5 USC §7114(c)(2), the head of the agency has 30 days from the date of execution of an agreement to approve or disapprove the agreement. As the agreement was not received until after the 30th day following execution we can neither approve nor disapprove the agreement. In accordance with 5 USC §7114(c)(3), the agreement took effect on 14 July 2017, and is binding on the agency and the exclusive representative to the extent it conforms to law and existing Government wide regulation.

Please annotate the agreement with the effective date and forward a signed copy, along with one copy of OPM Form 913 B, as follows:

- a. One (1) electronic copy identified as "Final Memorandum of Agreement" emailed to the Defense Civilian Personnel Advisory Service (DCPAS), Labor and Employee Relations Division (LERD) at: dodhra.mc-alex.dcpas.mbx.hrops-foi-labor-relations@mail.mil. An electronic version of the OPM Form 913B is available at: https://www.opm.gov/forms/pdf_fill/OPM913b.pdf.
- b. One (1) electronic copy emailed to Ms. Sheryl Scott, National Guard Bureau, at: sheryl.d.scott.civ@mail.mil.

A copy of this memorandum was served on the exclusive representative by regular mail on August 30, 2017.

VERMONT NATIONAL GUARD & AGC
AGENCY HEAD REVIEW 5 U.S.C. § 7114(c)

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