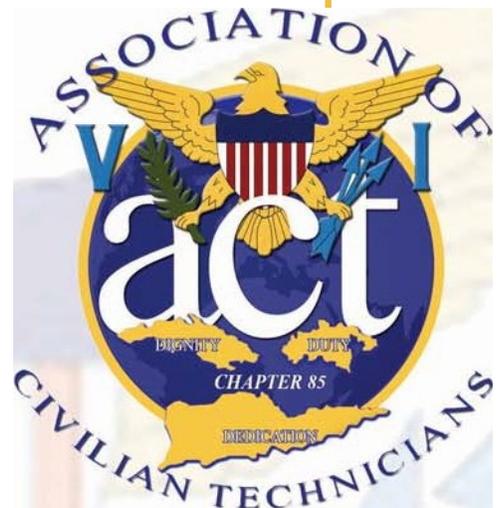


# LABOR MANAGEMENT AGREEMENT



BETWEEN  
THE ADJUTANT GENERAL, VIRGIN ISLANDS  
AND  
THE VIRGIN ISLANDS ASSOCIATION OF CIVILIAN  
TECHNICIANS, CHAPTER 85

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# ARTICLE 1

## GENERAL PROVISIONS

### **Section 1.1 - Agreement:**

Pursuant to the policy set forth in Public Law, this agreement sets forth the respective roles and responsibilities of the parties; procedures and methods that govern the working relationship between the parties and indicates the parties have had a full and fair opportunity to bargain on all aspects of all topics contained in this agreement and that this (CBA {Collective Bargaining Agreement}) agreement represents the parties' full, final, and complete agreement on all aspects of all topics included thereafter. Therefore, the following articles constitute an agreement by and between the Adjutant General, being a duly authorized representative of the Agency (DOD) under the provisions of the Technician Act (PL 90-486, & 5 USC 7114 (b)(2)), who provides the Statutory function of employing and administering civilian dual-status and non-dual status National Guard technicians (Federal Employees' of DOD) of the Virgin Islands National Guard, who will be hereinafter referred to as the Employer, and the Virgin Islands Chapter, Association of Civilian Technicians, hereinafter referred to as the Labor Organization.

### **Section 1.2 - Mutual Covenants:**

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

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

### **Section 1.3 – Exclusive Recognition and Bargaining Unit Determination:**

a. It is hereby certified that the Association of Civilian Technicians (ACT) has been designated and selected by a majority of the technicians of the Virgin Islands Army National Guard as their representative for purposes of exclusive recognition. Pursuant to Chapter 71 of Title 5 U.S. Code, hereinafter referred to as “the Statute,” said organization is the exclusive representative of all the technicians in such unit:

INCLUDED: All Virgin Islands Army National Guard wage grade and general schedule technicians employed in the Territory of the U.S. Virgin Islands.

EXCLUDED: All professional technicians, managerial and supervisory technicians, to include those technicians involved with Federal personnel work in other than a purely clerical capacity described in 5 USC 7112(b), (2), (3), (4), (6) and (7).

b. This agreement, to include all articles therein, is applicable to identify bargaining unit technicians in the U.S. Virgin Islands Army National Guard.

c. It is agreed that for the purpose of this agreement, any reference to the word "he" is intended to include both the masculine and feminine genders, unless otherwise specifically addressed therein.

d. The Adjutant General of the Virgin Islands, an appointed official, enters into this agreement under the provisions of Public Law 90-486, which gives him the statutory function of employing and administering technicians as federal employees. This agreement is solely for the purpose defined in Section 1.3a. above and in no way encumbers or places any liability on the Territory of the Virgin Islands.

#### **Section 1.4 – Technician Rights:**

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

(1) Being represented by an attorney or other representative, other than the labor organization, of the employees own choosing; or

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

b. Except as otherwise expressly provided in the Statute, the right to assist the Labor Organization extends to participation in the management of the Labor Organization. The action for the Labor Organization in the capacity of a representative includes presentation of its views to officials of the Executive Branch, the Congress or other appropriate authority.

c. The Employer shall take the action required to ensure that technicians are apprised of their rights, under the Statute, and that no interference, restraint, coercion, or discrimination is practiced by the Employer to encourage or discourage membership in the

Labor Organization. This agreement does not preclude any technician in the bargaining unit, regardless of Labor Organization membership, from bringing matters of personnel concerns to the attention of appropriate officials in accordance with applicable laws, rules, regulations or policies or from having a Labor Organization representative in a grievance or appeal action.

d. The Employer agrees that, as part of orientation, all new technicians appointed to a position in the bargaining unit shall be informed of the Labor Organization's exclusive status and will be advised of their right to join or not join the Labor Organization. They will be informed that the name, telephone number, and location of their shop steward will be posted on a bulletin board in the work area. Management will notify the Labor Organization of new employee orientation meeting(s) and provide a time for briefing.

e. The Employer recognizes that the participation of technicians in the formulation and implementation of personnel policies and practices affecting the conditions of their employment, achieved through their own freely chosen organization, contribute to the technicians wellbeing and to the efficient administration of the Virgin Islands Army National Guard.

f. A Labor Organization official has the right to be present at mission briefings that are held to brief technicians, provided that the official has the appropriate security clearance involved in such an assignment in his technician status.

g. Management understands that certain circumstances associated with temporary duty assignment away from normal duty station may cause undue personal hardships with technicians involved in such an assignment. Therefore, any technician unduly affected may be reconsidered as to his temporary duty assignment.

h. The Labor Organization will not interfere with, restrain, or coerce any employee in the exercise of their rights under law. The Labor Organization will not discriminate against an employee with regard to the terms or conditions of membership in the Labor Organization on the basis of race, color, creed, national origin, sex, age, political affiliation, marital status or handicapping condition.

### **Section 1.5 – Labor Organization Rights:**

a. A representative of the Labor Organization, if requested by the technician, shall have the right to be present during any formal discussion between management and a technician(s) concerning any grievance or any personnel policy or practice or other general condition of employment.

b. Labor Organization representatives shall be excused from duty IAW article 4.4 without loss of pay or charge of leave to receive information, or orientation relating to matters of mutual concern to the Employer and the Labor Organization. Areas of mutual concern may include matters relating to pay, working conditions, work schedules, technician grievance procedures, performance ratings, adverse action appeals, as well as Employer policies and

negotiated agreements pertaining to them.

c. The Employer agrees that there shall be no restraint, interference, or coercion against any Labor Organization official or steward. Also agreed upon, no officer or steward will be transferred from one work assignment to another for the purpose of discrimination against such officer or steward because of his performance of proper Labor Organization functions.

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

e. The employer will provide to the Labor Organization the names and work locations of new bargaining unit technicians within five days after employment.

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

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

(2) When an official of the Employer interviews employee(s) in preparation for an unfair labor practice hearing and an arbitration or any third party proceedings to include administrative hearings IAW TPR 752, the Employer will:

(A) inform the employee who is being questioned of the purpose of the questioning;

(B) ensure the questioning occurs in a context which is not coercive in nature;

(C) ensure the questions do not exceed the scope of the legitimate purpose of the inquiry or otherwise interfere with employee's statutory rights.

### **Section 1.6 – Management Rights:**

a. Subject to 5 USC section §7106 the Employer retains the following rights:

(1) To determine the mission, budget, organization, number of employees, and internal security practices of the agency.

(2) To hire, assign, direct, layoff and retain employees of the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees.

(3) Assign work, to make determination with respect to contracting out, and to determine the personnel by which the agency operations shall be conducted.

(4) With respect to filling positions, to make selection for appointments from:

(A) Properly ranked and certified candidates for promotion; or

(B) Any other appropriate source.

(5) To take whatever actions may be necessary to carry out the agency mission during emergencies.

b. All provisions in this agreement that refer to duties or responsibilities of specific supervisors, managers or organizational elements are intended as a guide as to how to handle a particular situation. The Employer retains the discretion to determine which personnel and /or organizational elements will perform the work. The union retains the discretion to bargain procedures and appropriate arrangements relating to the impact on working conditions where applicable.

### **Section 1.7 – Labor Organization and Management Cooperation:**

a. **Matters Appropriate for Consultation and Negotiations:** All matters appropriate for consultation or negotiation, at the Territory level, in accordance with Public Law or regulation, will be addressed upon request of either party, provided they are not inconsistent with the terms of this agreement.

b. **Meetings at the Local Level:** It is agreed applicable directorate level supervisor or management official or a representative will meet at the request of the Labor Organization on a quarterly basis or at times mutually agreed to with the local chief steward or Labor Organization representatives to confer and attempt to resolve appropriate matters. For the regular meetings, an agenda will be published and this subject matter will be exchanged in advance of the meeting. For other meetings, the party requesting the meeting will furnish the subject matter in advance of the meeting. Unresolved issues may be raised to meetings with the Employer.

c. **Meetings with the Employer:** The Employer or his representatives and representatives of the Labor Organization shall meet at the written request of either party and confer in good faith with respect to personnel policies and practices. Both parties will meet on matters affecting working conditions so far as may be appropriate under applicable laws and regulations, including policies set forth in the Code of Federal Regulation (CFR), published Agency policies and regulations and national or other controlling agreement at a higher level. Subject matter will be exchanged in advance of the meeting.

d. **Correspondence:** Correspondence between the Employer and the Labor Organization

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

e. **Orientation:** Within 90 calendar days after ratification by parties to the agreement, or if circumstances require, an agreement will be printed and a combined training session be scheduled for all technician supervisors and Labor Organization Shop Stewards.

f. **Training:** As a minimum, training sessions for Army National Guard supervisors and shop stewards shall be at mutually agreed location. At least one member from each negotiating team will be present at the training session in order to assist in the presentation or clarification of terms of this agreement. All participants in the training session will attend in a duty status. After completion of Appropriate Bargaining the Employer will publish administrative instructions relative to the training session.

g. **Identification of Facts:** The Employer and the Labor Organization agree that neither party shall present a charge, defamation, intimidation, or wrongdoing against a person or an employee of the technician program without a complete identification of the facts to include identification of the accusing party or parties in accordance with the applicable laws, rules and regulations.

### **Section 1.8 – Employer Obligations:**

a. The Employer agrees to produce and furnish a copy of this agreement to all presently employed technicians of the bargaining unit and to each new technician of the bargaining unit at the time of initial employment. The Labor Organization will be furnished 15 copies of this agreement and the Employer will provide all necessary copies required for third party proceedings. Electronic copies will also be provided.

b. The Employer will maintain an organizational chart in the Human Resources Office which will show all technician positions. The chart will be updated on an annual basis. At major work areas the Employer will maintain an organizational chart showing all technician positions at that installation.

c. The Employer agrees to furnish annually to the Labor Organization during the month of May of each calendar year, for its internal use only, a schedule of authorized bargaining unit positions as well as the names of technicians, their grades, and position titles.

### **Section 1.9 – Labor Organization Obligations:**

a. The Labor Organization agrees to furnish the Employer, and maintain on a current basis, a complete list of all Labor Organization officers and stewards to include information on the work area that each steward represents and the steward's phone number. Personnel not appointed by the Labor Organization as officers or stewards will not be allowed to perform official representational functions, nor will they be allowed the use of official time. The Labor

Organization may appoint bargaining unit representative telephonically with the appointment to be accomplished in writing within five (5) work days. No technician will be recognized by the Employer as an officer or steward unless his/her name and assignment appears on the most recent listing.

b. Any Labor Organization official may receive complaints and grievances. Although anyone who is a Labor Organization official is authorized to receive complaints and grievances, only two (2) Labor Organization officials at a time will be granted authorization to leave his work area to receive and investigate a grievance. When it is necessary to leave the work area, the representative will obtain permission from his supervisor to leave his work area.

The representative and his supervisor will document this action on OPM Form 71, Request for Leave or Approved Absence. If permission cannot be immediately given, because of the mission being performed, then the technician will be released immediately following its completion. The Labor Organization official will notify his supervisor upon return to his work area. Labor Organization officials are allowed reasonable official time for the investigation of complaints and grievances.

c. The Labor Organization agrees to support the Employer in its efforts to eliminate waste, combat absenteeism, conserve materials and supplies, ensure timely completion of work, improve the quality of workmanship, encourage the submission of improvements and cost reduction ideas, prevent accidents, and promote the development of good will.

d. Individuals will use the following codes on the OPM Form 71 to report use of official time. See Appendix A for OPM Form 71.

- BA – Term negotiations
- BB – Mid Term negotiations
- BD – Labor/Management
- BK – Grievances and appeals

## ARTICLE 2

### WORK WEEK AND HOURS OF WORK

#### Section 2.1 – Basic Work Week:

a. The basic work week is designated as Monday through Friday, 0800 to 1700, with one hour for lunch. However, in all instances when deemed necessary, management reserves the right to schedule technicians in such a manner to provide seven days per week coverage and adjust the hours of duty to meet local mission requirements. Personnel determined by the Employer to be required to work other than the basic work week will be kept to a minimum necessary to support the requirements of the work to be accomplished. Technicians required to work on schedules other than the basic work week may be scheduled for such work on a rotational basis. The desires of the technicians involved will be considered before assigning them to the work schedule. Changes to the basic work week are subject to Appropriate Bargaining.

b. Supervisors may develop adjusted work schedules for legitimate reasons such as transportation conflicts and child care, etc. Such adjusted schedules must have the concurrence of the applicable directorate level supervisor or management official.

c. Technicians working on an intermittent basis who are temporarily assigned to a regular scheduled tour of duty that includes night work are entitled to receive night differential pay in accordance with CFR.

d. The Employer agrees to discuss a non-binding study prepared by the Labor Organization regarding the feasibility of initiating an alternate work schedule.

e. Employer agrees to consider telework requests IAW VING Telework Program.

#### Section 2.2 – Administrative Work Week and Hours of Work:

a. An administrative work week means a period of seven consecutive calendar days during which the technician's work days are designated in advance. The basic work week is established at a minimum of 40 hours.

b. A basic work day is established as a period of eight hours.

c. A minimum of 80 hours is prescribed for each pay period.

d. Normally, work schedules shall be established so that all technicians will benefit from a maximum of consecutive days off.

**Section 2.3 — Change of Duty Tour:**

In any instances where a known requirement exists for a technician to be scheduled for duty other than as originally scheduled, it will be indicated by the publication of a change of work days. The Employer at the installation/facility will notify the Shop Stewards of all such changes prior to performance of the duty concerned, if possible.

**Section 2.4 – Alternate Work Week:**

a. The goal of mission accomplishment may best be met by an alternate work schedule. If mutually agreed by Management and the Labor Organization and approved by TAG, the alternate work week may be instituted in work areas. An alternate work week schedule shall be implemented with consideration of the following factors:

- (1) It will not interfere with mission requirements, and
- (2) It will not compromise safety regulations or practices, and
- (3) It will promote economy and efficiency in the Employer's operations, and
- (4) It can be implemented in an equitable manner and will be in the best interests of all concerned.
- (5) Adequate supervision will be available.

b. When necessary to schedule hours of work or tours of duty other than the basic work week, Management and the Labor Organization will negotiate the hours prior to any changes in established hours of work or tours of duty.

**Section 2.5 – Irregular and Emergency Tours:**

When it becomes necessary to schedule work outside the normally scheduled workday, such work shall be implemented with consideration of the following factors:

- a. Need.
- b. Consider volunteers first who have the skills to perform the assignment within the affected areas.
- c. If sufficient volunteers are not available, then assign technicians on an equal basis with regards to their particular skills for the assignments in the affected area.
- d. In those cases where use of a regular tour of duty would seriously handicap the performance of a function, other tours may be implemented. The necessity for an irregular tour will be explained to the technician affected. If possible, the technician's views should be obtained as to the exact tours to be established.

e. In emergency situations the applicable directorate level supervisor or management official at the work location shall have the right to establish tours of duty, without prior notice, and to continue those tours of duty until the emergency situation is ended.

f. The Labor Organization will be informed of any emergency situations as soon as possible upon discovery of the incident. The Labor Organization will be provided the specific circumstances releasable by law surrounding the emergency, to include the actions taken by management and the expected duration.

### **Section 2.6 – Cleanup Time:**

Supervisors will allow a reasonable amount of time for technicians to cleanup immediate work areas and put away equipment. When it becomes necessary, a supervisor may assign tasks requiring technicians to perform needed work during cleanup periods.

### **Section 2.7 – Differential Pay:**

Technicians assigned to a regularly scheduled night shift will receive the shift differential pay in accordance with applicable directives.

### **Section 2.8 – Overtime:**

a. The payment of compensation for overtime worked is prohibited in accordance with Title 32, Sec 709. However, technicians in the unit shall not be required to perform any work or duty before or after scheduled work hours, without compensating the technicians for all such work or duty. In accordance with existing regulations, technicians shall be granted an amount of compensatory time off from their scheduled tour of duty equal to the amount of time spent by them for irregular or overtime work before or after scheduled work hours. It is understood that when a technician is required by the Employer to report at a designated location at a specified time, prior to subsequent regular shift hours, such time shall be considered for compensation in accordance with existing regulations.

b. Overtime work will be kept to a minimum, consistent with good mission management as determined by the supervisor present at the work location. A technician assigned to overtime may be relieved from his assignment, provided he has a valid reason and a technician is available who is capable of performing in his place. In normal situations, supervisors will notify technicians at least four (4) hours in advance of all overtime assignments.

c. An employee recalled to work will be compensated for no less than two (2) hours provided he/she works for two (2) hours. If recalled, the Employer guarantees at least two (2) hours of work will be provided.

d. In work areas where overtime has a high experience factor, the supervisor will maintain an overtime roster to ensure that overtime is equally distributed. This roster will be posted to

indicate when and by whom this overtime was worked and will be kept current. If a technician requests to be excused from an overtime assignment for reasons other than stated earlier, he shall be considered for overtime again the next time a requirement exists. A technician who is on an approved sick leave, annual leave, holiday leave, leave without pay, absent without leave, court leave or administrative leave, at the time overtime work is required, shall not be considered as available for overtime work, but shall retain his standing on the overtime roster for the next scheduled overtime assignment.

### **Section 2.9 – Rest Periods:**

a. Rest periods granted in accordance with these provisions are considered duty time and included in the daily tour of duty. Rest periods, other than those provided herein, may not be considered a part of the daily tour of duty; such periods must be charged to the appropriate type of leave.

(1) The rest period may not exceed 15 minutes during each four hours of continuous work.

(2) If the period from the beginning of the daily luncheon period is less than four hours, a rest period should be granted only in unusual circumstances.

(3) The rest period may not be a continuation of the lunch period.

b. Short periods during the daily tour may be permitted when such periods are beneficial and/or necessary. Criteria for determining rest periods are as follows:

(1) Protection of a technician's health by relief from hazardous work or from that which requires continual and/or considerable physical exertion.

(2) Reduction of accident rate by removal of fatigue potential.

(3) Working in confined spaces or in areas where normal personnel activities are restricted.

(4) Increase in or maintenance of higher quality and/or quantity production traceable to the rest period.

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

### **Section 2.10 – Lunch Periods:**

a. It is understood management has the right to assign work during this period of time. However, lunch period normally is free of duty in connection with the job and is non-compensated time. Lunch period may not be considered duty time and must be scheduled inside the hours established for the daily tour of duty. Where one or two shifts are in operation,

the supervisor will generally schedule time for lunch apart from the hours of duty.

b. Duty free lunch periods during periods of overtime work are not compensable time. Where three 8-hour shifts are in operation and an overlapping of shifts to permit time off for lunch is not possible, a lunch period of 20 minutes or less may be counted as time worked for which compensation is allowed. Where on-the-job lunch period is in effect, technicians must spend the time in close proximity to their work stations and be available for work. When the lunch period is free time, or is longer than 20 minutes, the periods may not be included as part of the daily schedule of work hours so that payment for the lunch period would result.

### **Section 2.11 – Physical Training:**

Workload permitting, employees are authorized time to participate in the physical fitness program IAW the VING Physical Fitness policy.

### **Section 2.12 – Stand-by Status:**

a. As defined in 5 CFR, Section 551.431, an employee will be considered on-duty and time spent in a standby status shall be considered hours of work if:

- (1) The employee is restricted to an employer's premises, or so close thereto that the employee cannot use the time effectively for his or her own purposes; or
- (2) The employee, although not restricted to the employer's premises:
  - i. Is restricted to his or her living quarters or designated post of duty
  - ii. Has his or her activities substantially limited; and
  - iii. Is required to remain in a state of readiness to perform work.

b. Any employee required to be in a standby status will earn compensatory time.

### **Section 2.13 – On-call Status:**

a. As defined in 5 CFR, Section 551.431, an employee will be considered off-duty and time spent in an on-call status shall not be considered hours of work if:

- (1) The employee is allowed to leave a telephone number or carry an electronic device for the purpose of being contacted, even though the employee is required to remain within reasonable call-back radius; or
- (2) The employee is allowed to make arrangements such that any work which may arise during the on-call period will be performed by another person.

b. Any employee required to be in an on-call status will NOT earn compensatory time.

## ARTICLE 3

### ATTENDANCE AND LEAVE

#### Section 3.1 – General:

It is agreed that attendance and leave policy for bargaining unit members shall be administered in accordance with this agreement and applicable laws, rules and regulations.

#### Section 3.2 – Administrative Dismissal:

a. The Employer shall make every reasonable effort to ensure the health, safety and well being of technicians. Under emergency conditions which result in the loss of air conditioning, water, power, etc., administrative dismissals of technicians will be as directed by the Employer. The Employer will keep the Labor Organization advised of the actions taken or contemplated in response to the emergency.

b. When administrative dismissal is granted because of emergencies or acts of nature, technicians who are scheduled for work and whose services are not otherwise required, may be given administrative leave by the Employer.

#### Section 3.3 – Sick Leave:

a. Technicians shall earn and be granted sick leave in accordance with applicable statutes and regulations. The technician shall notify his immediate supervisor or designated representative of his incapacitation for duty as soon as possible, but not later than two (2) hours after the start of the technician's shift. When the first line supervisor cannot be reached, the request will first be made to the person (non-bargaining unit member) designated by the first line supervisor and then to the second line supervisor. If unable to notify his supervisor within two (2) hours because of extenuating circumstances, the employee shall give notice as soon as possible, normally not later than the close of the work day.

b. Approval of sick leave for prearranged medical, dental and optical appointments should be secured in advance.

c. Sick leave is available for use in the following circumstances:

(1) When it is established that a technician is incapacitated for the performance of his duties because of sickness or injury.

(2) For medical, dental, or optical examination or treatment.

(3) When a technician's immediate family member is afflicted with a contagious disease and requires the care and attendance of the technician, or when through exposure to a contagious disease, his presence at the duty location would jeopardize fellow technicians.

(4) For reasonable travel time to and from a specialist.

(5) For hospitalization or incapacitation beyond a military training period when the injury is incurred or disease is contracted while engaged in a military status. Individual must be on technician leave status.

d. Sick leave will be authorized in bona fide cases upon request by the technician. It is the responsibility of the first line supervisor to ascertain whether absences are properly chargeable to sick leave. When the Employer suspects sick leave abuse or when the agency determines it is necessary, the Employer may require the employee to provide medical certification to substantiate a sick leave request for any duration

e. If a technician sustains a traumatic job related injury on duty in technician status, a Worker's Compensation Injury Claim should be filed. Early filing of the claim form (CA-1 for injury or CA-2 for illness) is essential to assure full coverage for any job related injury or illness. If a technician sustains a traumatic job related injury on duty in technician status, he may be placed in a continuation of pay status and continued in full pay for the period of disability (provided work stoppage first occurred within 90 days from date of injury). This status is not to exceed 45 calendar days in each case, as evidenced by a signed doctor's report and pending adjudication by the U.S. Department of Labor. The 45 calendar days are cumulative for each case and may be used for follow-up medical care after return to duty, provided the authorized 45 days have not been expended and no more than 90 days have elapsed since the date of the first return to work. If the absence from duty for a job related injury continues beyond the allotted 45 days, the technicians pay status may be covered through the use of authorized leave, or under existing Worker's Compensation provisions or a combination of both.

### **Section 3.4 – Parental Leave:**

a. Parental Leave is authorized in accordance with NGVI Regulation 690-990-2, Leave and Hours of Duty. The employer acknowledges that the employee and his/her doctor shall determine the basis for a reasonable length of maternity leave. This absence period may include a pre-delivery period, delivery, and post-natal recovery period bonding time as well as the illness of the dependent.

b. An employee should report pregnancy as soon as it is known so that steps can be taken to protect her health or improve her working conditions if necessary, and so that adjustments may be planned.

c. Physical incapacitation and recuperation. Sick leave may be granted to women who need to stop work at some point before their due date for their own health and that of their unborn child. Sick Leave may also be granted to women for the period of their incapacitation due to delivery and recuperation. In determining the appropriate amount of sick leave to grant, supervisors may require a copy of the physician's instructions. Authorized length of absence for purpose of Maternity Leave will be determined by the employee, her physician and her supervisor on an individual basis.

d. The Family Medical Leave Act (FMLA) provides entitlement to twelve (12) work weeks of unpaid leave during any twelve (12) month period. Each parent is entitled to use a FMLA for the birth of a child and care of a newborn.

### **Section 3.5 – Excused Absences:**

In accordance with TPR 630, an excused absence is an absence from duty administratively authorized without loss of pay and without charge to leave. Supervisors may grant and excused absence for the following.

(1) To attend conferences whenever it is determined by the Employer that such attendance will serve the best interest of the federal service.

(2) To undergo a mental, dental, or physical examination as a condition for continued employment in the National Guard Technician work force. The technician may be excused for the time required for such examination.

(3) To vote where the polls are not open at least three (3) hours before or after regularly scheduled duty hours. In jurisdictions which require registration in person, employee may be granted time off to register on substantially the same basis.

(4) For up to four (4) hours in one day to participate as active pall bearers or as members of firing squads in local funeral ceremonies for members of the armed forces.

(5) To donate blood for the period of time necessary, normally not to exceed two hours. It is recognized that the individuals involved are expected to return to duty upon release by competent medical personnel.

### **Section 3.6 - Annual Leave:**

a. Annual Leave which has been accrued in accordance with applicable regulations will be administered on an equitable basis. Every reasonable attempt consistent with the workload will be made to satisfy the desires of the employees with respect to the approval of annual leave.

b. For periods of Annual Leave of more than one (1) day but fewer than five (5) days, the employee is expected to submit the request at least three (3) work days in advance, if possible. When an employee submits a request for short periods of Annual Leave, for other than an emergency, the first-line supervisor will attempt to inform the employee of approval or disapproval within four (4) hours.

c. Every reasonable effort will be made consistent with mission requirements, to grant upon request, two (2) or more consecutive weeks of annual leave to eligible employees. Reasonable efforts will be made to grant leave periods of longer duration upon specific request of eligible employees or individuals in a leave to lose status. The technician will submit his request for two (2) or more consecutive weeks of annual leave to his supervisor at least 30 calendar days prior to the scheduled leave. The supervisor may approve/ disapprove request for annual leave. The Employer agrees that if leave cannot be scheduled to suit the desires of

an employee, an alternate period will be scheduled through consultation with the employee.

d. When there is a conflict between technicians of the same work section desiring the same vacation period, the conflict shall be resolved by granting leave time to the employee with the earliest receipt OPM-71. Changes in scheduled leave may be allowed by the supervisor provided another technician's selection is not disturbed by the change.

e. Request for unscheduled Annual Leave will be made to the first-line supervisor or designated person (non-bargaining unit member) not later than two (2) hours after the start of the technician's regular reporting time. If unable to notify his supervisor within two (2) hours because of extenuating circumstances, the employee shall give notice as soon as possible, normally not later than the close of the work day.

f. The Employer agrees to maintain a reasonable leave policy. The technician's designated time and attendance supervisor will be authorized to approve requests for unscheduled annual leave. A technician on alert status may have short periods of emergency annual leave approved providing a qualified replacement is available and willing to work.

g. Work commitments permitting, the technician, upon request, may be granted annual leave for a workday which occurs on a religious holiday or birthday.

h. Accrued annual leave may be granted at any time during the year. If the leave approving official deems it necessary to cancel previously approved leave, the technician will be informed of the reason for such action at least three (3) workdays in advance except in cases of emergency. Annual Leave may be granted for miscellaneous reasons in hourly increments to permit employees to discharge minor personal obligations that cannot be accomplished during non- working hours.

i. Annual Leave not to exceed the amount of leave which a technician can accrue in the current leave year may be advanced, by written request to the first line supervisor through the chain of command to the approving authority. Such request shall normally be submitted at least 30 calendar days in advance of the period requested.

j. Each division will provide known dates of all scheduled activities that impact technicians' ability to schedule leave. Known dates of scheduled activities for the current year will be published no later than the first pay period in January of each year.

k. Management reserves the right to approve or disapprove any leave in accordance with applicable regulations.

### **Section 3.7 – Military Leave:**

a. The Employer will grant military leave to employees in accordance with Title 5 USC Chapter 63. Military leave permits technician's absence from technician duties without charge to annual leave or loss of technician pay while performing active duty and/or active duty for training.

b. A maximum of 120 hours of Military Leave is granted during each fiscal year.

Regardless of the number of training periods in the year, military leave must conform with the periods of duty expressed in orders issued by competent military authority, whether taken intermittently, a day at a time, or all at one time. Technicians are granted 120 hours of military leave on 1 October of each year subject to the 240 hours accrual limitation as provided by law.

c. Military leave is authorized for use by permanent and indefinite technicians. Temporary technicians are not entitled to military leave.

### **Section 3.8 – Absence Without Leave:**

a. When a technician is absent from duty without prior approval, the absence will be charged as absence without leave (AWOL). When the technician informs the supervisor of the circumstances causing the absence, the supervisor will determine whether or not the charge of AWOL should be changed to annual, sick, or leave without pay (LWOP).

b. If there is a disagreement between a technician and a supervisor as to the type of leave charged for an absence, the disagreement may be resolved under the negotiated grievance procedure.

### **Section 3.9 - Court Leave:**

a. A technician is granted leave with pay for the period of time a technician spends in court for attending judicial proceedings. Court leave will be extended when the technician is summoned to appear as a witness on behalf of any party in connection with any judicial proceeding to which the United States, the District of Columbia, or a State or local government is a party.

(1) **Witness in Official Capacity:** When a technician is summoned or assigned by the Employer to testify in his official capacity or to produce official records at a judicial proceeding, he is in an official duty status, as distinguished from a leave status, and entitled to regular pay.

(2) **Witness in Unofficial Capacity:** If the technician is serving as a witness on behalf of a private party and not on behalf of a government, his absence may be charged to annual leave, leave without pay, or compensatory leave. Fees and expenses paid incidental therefore may be accepted.

(3) **Witness Service:** Court Leave for witness service may only be granted when a technician is summoned by the court or authority responsible for the conduct of the proceedings. Court leave is not authorized if the witness service is voluntary. However, in lieu of an official subpoena, an official request, invitation or call evidenced by an official letter from the court will be sufficient evidence to grant court leave. Court leave is granted for witness service when a technician is required to appear at any state preliminary hearing, inquest, trial, or deposition taken of the proceedings.

b. **Evidence of Court Service:** The request to appear in court should be presented to the supervisor as far in advance of the actual court day as possible. Upon return to duty, the technician will submit written evidence from the court reflecting the dates (and hours if

possible) of his attendance in court. Notation should be made on the time and attendance report for the days and/or hours of court leave granted while absent from his regularly scheduled duties.

c. **Court Fees:** The receipt and or disposition of court fees will be handled in accordance with applicable regulations.

### **Section 3.10 - Charging of Leave:**

All categories of leave will be charged in multiples of fifteen minutes.

### **Section 3.11- Compensatory Time:**

a. Compensatory time worked will be documented in accordance with existing regulations. Employees will use compensatory time within 26 pay periods following the pay period in which it was accrued, unless failure to do so is due to Management's work requirements beyond the employee's control. Compensatory leave may be accrued in 1 hour increments.

b. Compensatory time may be used in conjunction with all forms of leave.

c. Travel compensatory time will not be earned on a work day until a technician has exceeded the basic eight (8) hour work day. Use of Compensatory Time for Travel will be in accordance with applicable regulations.

### **Section 3.12 – Leave of Absence:**

a. Technicians may be granted leave of absence without pay in accordance with applicable federal laws and regulations.

b. A technician returning to duty from an approved leave of absence will be returned to the position held at the time his leave commenced, unless prevented by extenuating circumstances. The Employer is required to notify technicians of any changes which occur in their full-time position during a leave of absence.

c. It is the individual's responsibility to provide the Employer with an address where he may be reached during a leave of absence.

### **Section 3.13- Law Enforcement Leave:**

a. Law Enforcement leave (LEL) is authorized when a technician has been ordered to Territorial Active Duty (TAD) under military orders of the Governor of the Territory for participation in rescue or protection work (including law enforcement duties) in connection with hurricanes, floods, fires, and other acts of nature. Technicians who suffer injury or death as a result of TAD are not eligible for employee's compensation benefits under the Federal Employee's Compensation Act. Territorial Active Duty does not constitute performance of official technician duties. Therefore, leave status will be determined and charged under the procedures in effect for the TAD period.

b. LEL may be granted for up to 30 work days in a leave year in support of TAD. There is no carry over LEL from one leave year to the next.

c. Available LEL may be used at the technician's option. A technician may also use annual leave, compensatory time earned or LWOP, instead of or in combination with, LEL. There is no requirement to use LEL first or at all during a period of this duty. This provision may change if regulatory requirements change. In this case, changes will be coordinated with the Association of Civilian Technicians and announced to the technician work force.

d. When a technician is in a LEL status, military pay and allowances (other than travel transportation, or per diem allowances) must be credited against the technician pay and, if less than the technician pay, the technician shall be paid the difference. If military pay earned during LEL exceeds the technician's full-time pay, the technician will not receive a technician salary, nor will a refund of the excess military pay be required from the technician.

## ARTICLE 4

### LABOR ORGANIZATION REPRESENTATION

#### **Section 4.1 – Policy:**

The efficient administration of the Virgin Islands Army National Guard and the well being of technicians require that an orderly and constructive relationship between the Employer and the Labor Organization be maintained. The Employer and the Labor Organization agree to the establishment of Labor Organization Steward positions as indicated. Pursuant to this agreement, the Labor Organization will designate Stewards consistent with the obligation to provide representation to the bargaining unit. The Labor Organization will provide the Employer with a listing of the designated Stewards and the work locations represented by each of the Stewards. The listing will be updated by the Labor Organization as changes to the steward assignments occur, and an ACT National Field Representative is included in this representation list.

#### **Section 4.2 – Shop Stewards:**

The Labor Organization will furnish an updated list of officers and stewards to the Labor Relations Specialist (LRS) after each election or any time changes occur.

#### **Section 4.3 – Administration:**

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

#### **Section 4.4 – Official Time For Labor Organization Officials:**

a. Labor Organization officials will be authorized official time as follows:

(1) Each Chapter Officer will receive a total of 250 hours per year. Additional time may be requested by Labor Organization as needed.

(2) Each Shop Steward, not otherwise designated as chapter officials, will receive a total of 100 hours per year. Additional time may be requested by Labor Organization as needed.

b. The Labor Organization understands that individuals will request official time from their individual supervisor as far in advance of the need as known. Official time will not be granted for purpose prohibited by the Statute and other appropriate regulations. When official time is requested for training, the Labor Organization will furnish the Human Resource Office with an agenda of the activity for which the time is requested and a roster of the personnel recommended to attend. The HRO will advise the supervisor of those personnel authorized to attend the scheduled events. Cost of travel and per diem is the responsibility of the Labor Organization.

c. Individuals will use the following codes on the OPM Form 71 to report use of official time:

See Appendix A for OPM Form 71.

BA – Term negotiations

BB – Mid-Term negotiations

BD – Labor/Management

BK – Grievances and appeals

d. Official time will be made available without loss of annual leave during normal duty hours for the labor organization representatives.

e. Labor Organization representatives' normal work schedule may have to be adjusted to provide for maximum utilization of the approved official time provisions contained within this article.

f. The Labor Organization representatives will notify their immediate supervisor and obtain concurrence prior to leaving their assigned area. The supervisor must concur unless the mission of the section cannot be accomplished without the presence of that representative. Ordinary workload will not preclude the release of employees under this section. The supervisor may delay the representative for only the length of time that the mission requires the presence of that representative. Should the supervisor delay the request, they must provide an alternative time that the representative may be released to prepare and maintain records and reports required of the union by federal agencies.

g. Labor Organization officials may use official time when representing Federal Employees by visiting or contacting elected representatives concerning desired legislation which would impact the working conditions of employees represented by ACT.

h. Labor Organization representatives are not required to wear the military uniform while performing representational functions or other Labor Organization activity related functions during contract negotiations and training.

i. The agency agrees to address Labor Organization representatives by their civilian title during the period they are performing representational duties. All correspondence from management concerning labor management issues will be addressed to the Labor Organization representative with their civilian title. Military titles will not be used to address Labor

Organization representatives during the performance of their representational duties or when receiving correspondence from management.

j. The official mailing address for the Labor Organization is:

PO Box 2496, Kingshill, VI 00851

## ARTICLE 5

### GRIEVANCE PROCEDURES

#### Section 5.1 - General:

Civilian Employees within the bargaining unit are required to use this agreed to grievance procedure as the means of resolving all complaints covered by this article. The employee retains the right to request Labor Organization representation in the grievance procedure or to decline such representation. If the employee chooses not to have representation, that waiver must be in writing. The Labor Organization will be served a copy of this waiver. However, the Labor Organization will be given the opportunity to have a representative present during all grievance proceedings to ensure that the grievance process is consistent with the terms of the agreement. A grievance will be formally presented normally not later than thirty (30) calendar days after the grievance took place or the individual becomes aware of the events that constitute the grievance, whichever is later. Either party may seek interpretation of the meaning or intent of the agreement from representatives of the negotiating teams.

a. A grievance means any complaint:

- (1) By a technician concerning any matter relating to the employment of the technician;
- (2) By the Labor Organization concerning any matter relating to the employment of any technician or:
- (3) By any technician, the Labor Organization, or the Employer concerning:
  - i. The effects, interpretation, or a claim of breach of the agreement; or
  - ii. Any claimed violation, misinterpretation, or misapplication of any law, rule or regulation affecting conditions of employment.

b. The Employer and the Labor Organization agree that the negotiated procedure is the exclusive procedure available to the Labor Organization and the technicians in the bargaining unit for the processing of grievances, except where the grievant is provided a choice of the negotiated grievance procedures or a statutory procedure under the provisions of Public Law 95- 454, October 13, 1978. It is agreed that this negotiated procedure is a full coverage procedure except for those matters specifically excluded from the coverage of this agreement.

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

d. The Employer will consult with the Labor Organization on all matters affecting conditions of employment of bargaining unit members. It is understood that a Shop Steward may speak for the bargaining unit members of a section, but will not be expected to make decisions on contractual matters.

e. It is the policy of the Employer that all technicians have the right to present their grievances to the appropriate Management officials, as referenced in Section 5.4, for prompt consideration and equitable decision. In exercising this right, the technician and his representative will be free from restraint, coercion, discrimination and reprisal.

f. A Technician's Supervisory Employee Brief, (formerly NGB Form 904-1) will not be disclosed to any unauthorized personnel.

g. A grievance file will be maintained at the Human Resource Office.

h. Matters excluded from the negotiated grievance procedures are:

(1) Any claimed violation relating to prohibited activities (Hatch Act violations).

(2) Retirement, life insurance, or health insurance.

(3) A suspension or removal under Code 7532 (National Security) of Title 5, U.S.C.

(4) Any examination, certificate or appointment.

(5) The classification of any position which does not result in the reduction in grade or pay of an employee.

(6) Actions covered by the statutory appeals procedure contained in Section 709, Title 32, U.S.C.

(7) Performance Appraisal. (TPR 430). See Article 15.

i. An aggrieved technician may raise Equal Employment Opportunity (EEO) complaints under statutory or negotiated grievance procedures but not both. However, an individual filing an EEO complaint using these procedures may:

(1) Appeal the Adjutant General's decision to the Equal Employment Opportunity Commission (EEOC). If this right is exercised, the grievance is not submitted to arbitration.

(2) Appeal the arbitrator's award on the grievance to the EEOC. If this right is exercised, no exception is filed to the award with the FLRA.

(3) Appeal the FLRA decision on exceptions to the EEOC.

(4) Appeal the EEOC decision to court.

## **Section 5.2 - Representation:**

a. The Labor Organization has the right in its own behalf or on the behalf of a technician in the bargaining unit represented by the exclusive representative to present and process grievances. If the technician or group of technician elects to present their grievance(s) to the appropriate supervisor with the assistance of the Labor Organization, the grievance process may not be inconsistent with the terms of this agreement. The appropriate supervisor will notify the Labor Organization in advance of grievance proceedings and inform the employees of their right to be represented during such proceedings.

b. A technician may be represented by the Labor Organization or choose to represent himself in any grievance or appeal action. Both the technician and the representative, if the representative is a technician in the Virgin Islands National Guard, will be given time to investigate, prepare and present the grievance (see ARTICLE 4). In all cases where a technician is represented, the representative will be required to adhere to the same rules of conduct and procedures as the technician.

c. Labor Organization Stewards shall be restricted in their representation to the geographic area or organizational element each is authorized to represent. Personnel not appointed by the Labor Organization as officers or stewards will not be allowed to perform official representational functions nor will they be allowed the use of time. The Labor Organization may appoint bargaining unit representatives telephonically, with the appointment to be accomplished in writing within five (5) work days.

d. The Labor Organization agrees to appoint officials consistent with the terms of this agreement. In those instances where the appointed official is not available, the Labor Organization may appoint an alternate official to act on its behalf.

## **Section 5.3 – Grievance Procedures:**

a. The Human Resource Office (HRO) will publish a document identifying the channels to be followed for processing grievances. The Labor Organization will be provided a copy of the published document for processing grievances.

b. A grievance must be presented using the agreed to grievance form which is included as part of this article (see Appendix E). The Labor Organization has the right, on its own behalf or on the behalf of the bargaining unit employee(s), to present and process grievances.

### **STEP 1 – (Informal)**

a. It is agreed that the resolution of grievances may be accomplished verbally. At this informal stage, the grievant and/or a representative will meet with the supervisor/manager concerned in an attempt to resolve the grievance.

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

**STEP 2 - (Formal)**

The grievance will be prepared in writing, utilizing the agreed to form. The grievance will be presented to the appropriate management official of the work center that can resolve the grievance. The management official will provide an information copy of the grievance to the HRO. The grievance and information will be discussed at the time of presentation of the grievance. The management official will provide a determination of settlement, in writing, to the individual and the labor organization within 15 working days after the grievance form is received.

**STEP 3 - (Appeal)**

If the grievant is dissatisfied with the settlement offered at Step 2, an appeal may be made to the Adjutant General within 15 working days. TAG will render a decision, in writing within 15 working days after receipt of the appeal, to the grievant and the Labor Organization.

**STEP 4 – (Arbitration)**

If the grievance is not resolved at Step 3, the Labor Organization or the Employer may invoke binding arbitration but must do so within 15 calendar days of receipt of the response to the Step 3 grievance or knowledge of the event necessitating arbitration. Individual technicians do not have the right to invoke binding arbitration.

**Section 5.4- Time Limits:**

- a. Any grievance not taken up within 30 work days after the occurrence of the matter, out of which the grievance arose, shall not be presented except where the technician was not aware of the act causing the grievance.
- b. All time limits provided herein may be extended by mutual agreement for valid reasons, provided a request for extension of time is presented prior to the expiration of the prescribed time limit.

**Section 5.5 – Cancellation of Grievances:**

- a. A grievance will be canceled under the following conditions:
  - (1) At the written request of the aggrieved technician or Labor Organization.
  - (2) Upon termination of the technician's employment with the organization, unless there are actions pending which affect the technician's entitlements or pay.
  - (3) Upon the death of the technician, unless the grievance involves a matter of monetary entitlements to beneficiaries.

(4) If the technician or the Labor Organization does not proceed with the advancement of the grievance as outlined in Section 5.3 above.

(5) If time limits are not met.

b. All parties will be notified of the cancellation by the party initiating the action.

## ARTICLE 6

### ARBITRATION PROCEDURES

#### **Section 6.1 - Policy:**

Only the Labor Organization or the Employer may invoke binding arbitration. If either party questions the arbitrability of a matter because it conflicts with any applicable existing law or circumstance, the arbitrator will rule on the matter of arbitrability prior to rendering his decision on the merits of the grievance. Any decision rendered by the arbitrator in the above circumstances may be challenged as provided for by law.

#### **Section 6.2 - Issue(s) to be Arbitrated:**

The issues(s) to be arbitrated will be limited to those grievances appealed to The Adjutant General in Step 3 of the Grievance Procedure set forth in section 5.3.

#### **Section 6.3 - Procedures:**

When arbitration is invoked by either party, the party invoking arbitration may request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS). Within 10 workdays of receiving the list, both parties shall meet to select an arbitrator. If agreement cannot be reached regarding the selection of an arbitrator, then the parties shall alternately strike one name each from the list until only a single name remains. The one name remaining will then be the duly selected arbitrator. The Labor Organization shall strike the first name. If either party fails to participate in the selection process, the arbitration action will proceed with the requesting party accomplishing the selection action. The parties agree that if the selected arbitrator is unavailable to hear the grievance within 30 calendar days, the parties may select a new arbitrator using the above procedures.

#### **Section 6.4 - Payment of Fees:**

The fees, per diem, travel costs and all other costs, mutually agreed upon that are incidental to the arbitration, except the cost associated with the presentation of the other parties' case, shall be borne equally by the Employer and the Labor Organization. Where the parties mutually agree to postpone, delay, and/or cancel an arbitration proceeding, the parties will equally share the cost applicable fees being charged by the arbitrator.

#### **Section 6.5 - Conduct of the Hearing:**

The arbitration hearing shall be held on a date and at a location mutually agreed upon by the Employer and the Labor Organization during the regular duty hours of the basic work week. In the event a date or a location cannot be agreed upon, the arbitrator will decide. If a fee is charged for the use of the location, the Labor Organization agrees to pay half the cost. Compensatory time will not be authorized for any employee participating in the hearing.

**Section 6.6 - Arbitration Decisions:**

The arbitrator will be requested by the parties to render a decision based on the issues presented by both parties as quickly as possible after the conclusion of the hearing. The arbitrator's decision shall be confined to the issue(s) presented to him and cannot amend, supplement, or add to the provisions of this agreement. The arbitrator's decision shall be concurrently furnished to the Employer and the Labor Organization. Such decision shall be final and binding on both parties except when sustained or modified by the Federal Labor Relations Authority, acting upon an exception filed by either party. Certification of compliance with the decision of the arbitrator, to include corrective action taken, where appropriate, shall be provided to the other party as soon as practicable.

**Section 6.7 - Exceptions to Award:**

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

**Section 6.8 - Transcripts:**

Should transcripts be requested by either party of an arbitration, the party requesting arbitration will shoulder the burden of payment for such transcripts, and if the other party desires a transcript, a copy will be provided at one half the original cost.

## ARTICLE 7

### MEDIATION IN NEGOTIATIONS

#### **Section 7.1 - Policy:**

The Employer and the Labor Organization agree to follow the provisions of the law when agreement cannot be reached over issues that are deemed appropriate for collective bargaining in accordance with the Statute.

#### **Section 7.2 - Procedures:**

a. When necessary all proposals which are at impasse will be submitted collectively to the mediation/impasse process.

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

c. The above does not preclude either party from presenting, in the interest of reaching an agreement, substantive counter proposals at any time in this procedure that would lead to an agreement without the assistance of the FMCS/FSIP.

**ARTICLE 8**  
**UNFAIR LABOR**  
**PRACTICES**

**Section 8.1- Responsibilities:**

a. Reference: 5 U.S.C., Chapter 71, Section 7116

b. Employer responsibilities. The Employer or his representatives shall not:

- (1) Interfere with, restrain, or coerce a technician in the exercise by the employee of any right under above reference;
- (2) Encourage or discourage membership in the Labor Organization by discrimination in connection with hiring, tenure, promotion or other conditions of employment;
- (3) Sponsor, control, or otherwise assist any labor organization, other than to furnish, upon request, customary and routine services and facilities if the services and facilities are also furnished on an impartial basis to other labor organizations having equivalent status;
- (4) Discipline or otherwise discriminate against a technician because he has filed a complaint, affidavit, or petition, or has given any information or testimony under above reference;
- (5) Refuse to consult or negotiate in good faith with a labor organization as required by the above reference;
- (6) Fail or refuse to cooperate in impasse procedures and impasse decisions as required by the above reference;
- (7) Enforce any rule or regulation (other than a rule or regulation implementing section 5 U.S.C., Chapter 23 section 2302 of above reference) which is in conflict with any applicable collective bargaining agreement if the agreement was in effect before the date the rule or regulation was prescribed; or
- (8) Otherwise fail or refuse to comply with any provision of above reference.

c. Labor Organization responsibilities. The Labor Organization or its representatives shall not:

- (1) Interfere with, restrain, or coerce a technician in the exercise of his rights under the above reference;
- (2) Cause or attempt to cause an agency to discriminate against any technician in the exercise by the technician of any right under the above reference;
- (3) Coerce, discipline, fine, or attempt to coerce a member of the labor organization as punishment, reprisal, or for the purpose of hindering or impeding the member's work performance or productivity as a technician or the discharge of the member's duties as an technician;

(4) Discriminate against a technician with regard to the terms or conditions of membership in the labor organization on the basis of race, color, creed, national origin, sex, age, preferential or non preferential civil service status, political affiliation, marital status, or handicapping condition;

(5) Refuse to consult, confer or negotiate in good faith with an agency as required by the above reference;

(6) Fail or refuse to cooperate in impasse procedures and impasse decisions as required by the above reference;

(7)

(A) Call, or participate in, a strike, work stoppage, or slowdown, or picketing of an agency in a labor-management dispute if such picketing interferes with an agency's operations, or

(B) Condone any activity described in subparagraph (A) of this paragraph by failing to take action to prevent or stop such activity; or

(8) Otherwise fail or refuse to comply with any provision of the above reference.

Nothing in paragraph (7) of this article shall result in any informational picketing which does not interfere with the Employer's operations being considered as an unfair labor practice.

d. For the purpose of this chapter it shall be an unfair labor practice for an exclusive representative to deny membership to any employee in the appropriate unit represented by such exclusive representative except for failure—

(1) to meet reasonable occupational standards uniformly required for admission, or

(2) to tender dues uniformly required as a condition of acquiring and retaining membership.

This subsection does not preclude any labor organization from enforcing discipline in accordance with procedures under its constitution or bylaws to the extent consistent with the provisions of this chapter.

e. Issues which can properly be raised under an appeals procedure may not be raised as unfair labor practices prohibited under this section. Except for matters wherein, under section 7121(e) and (f) of this title, an employee has an option of using the negotiated grievance procedure or an appeals procedure, issues which can be raised under a grievance procedure may, in the discretion of the aggrieved party, be raised under the grievance procedure or as an unfair labor practice under this section, but not under both procedures.

f. The expression of any personal view, argument, opinion or the making of any statement which—

(1) publicizes the fact of a representational election and encourages employees to exercise their right to vote in such election,

(2) corrects the record with respect to any false or misleading statement made by any person, or

(3) informs employees of the Government's policy relating to labor-management relations and representation, shall not, if the expression contains no threat of reprisal or force or promise of benefit or was not made under coercive conditions,

(A) constitute an unfair labor practice under any provision of this chapter, or

(B) constitute grounds for the setting aside of any election conducted under any provisions of this chapter.

### **Section 8.2 Unfair Labor Practice Notification:**

a. In an ongoing effort to resolve problems at the lowest possible level, the Labor Organization and Management will honor a 15 calendar day notification period, prior to filing any charge of Unfair Labor Practice. Within this 15 calendar day notice period, the Labor Organization and Management will attempt to resolve the problem by determining and identifying key issues, events or alleged offenders. This will allow for corrective actions to be taken.

b. The charging party will formally notify the respondent of the intent to file an Unfair Labor Practice charge. This official notification shall be by letter. Notification will be as follows:

(1) The labor organization will be notified by the Adjutant General or the Human Resources Officer.

(2) The employer will be notified by the Labor Organization Chapter President or Chief Steward.

(3) The labor organization will serve the pending charge through the Human Resources Officer to the Adjutant General

(4) The employer will serve the pending charge to the Labor Organization through the Labor Organization Chapter President.

## ARTICLE 9

### CONDUCT, DISCIPLINE, AND ADVERSE ACTIONS

#### Section 9.1 - Technician Conduct:

a. Technician conduct is governed by laws, regulations, DOD 5500-7-R, TPR 752 and the collective bargaining agreement. When the employee does something or fails to do something which adversely affects their work, the ability of others to do their work, or the Guard's mission, action should be taken.

b. Where corrective action can be accomplished through closer supervision, training, Oral Admonitions / Counseling's / Warning's, disciplinary action in the form of a Letter of Reprimand should not be taken. Normally, the concept of progressive discipline will be followed. A logical disciplinary sequence would include: Counseling / Warning / Oral Admonishment / Letter of Reprimand / Suspension; etc.

c. Information contained on the Supervisor Employee Brief (formerly known as NGB 904-1) is of a personal nature and access will be limited to appropriate management officials, the technician concerned, and individuals to whom the technician has given written permission. Access will be maintained at the lowest level of supervision.

#### Section 9.2 - Representation:

If a technician believes that a formal discussion with a supervisor may lead to disciplinary or adverse action, the technician has a right to request representation of his choice. If a technician requests representation, the investigatory interview may be delayed for a reasonable amount of time until the employee(s) representative can be present, unless the technician subsequently waives, in writing, any representation.

#### Section 9.3 - Counseling and Warning/ Non-Disciplinary Action:

a. A Counseling / Warning is a discussion between a supervisor and a technician and, if so designated, the technician's representative. Technicians should be advised of their Weingarten rights prior to initiating any type of disciplinary action. Counseling and Warnings serve the purpose of informing the technician of minor conduct deficiencies where extensive fact gathering is not required. The goal is improvement of these minor deficiencies.

b. A Counseling / Warning will be annotated in pencil (date & subject) on the Supervisor's Employee Brief (formerly NGB Form 904-1) and should be initialed by the technician to verify authenticity of the entry. A copy will be provided to the technician. The annotation will be removed from the Supervisor's Employee Brief by lining through the entry with the technician's initial and date. No additional reference will be made to the counseling/warning.

(1) Counseling is a private matter, friendly, business-like exchange of information between a technician and the supervisor, guided by the supervisor; and has the specific purpose of improving the technician's conduct or knowledge of a particular subject; it is not a disciplinary action.

(2) A warning is a private matter between the technician and the supervisor. Unlike counseling, a warning has a more serious intent because along with a professional exchange of information, a warning conveys the message that disciplinary or adverse action may result if the problem is not corrected, it is not a disciplinary action.

(3) Describe the offense in sufficient detail to enable the technician to understand why the Counseling / Warning is being given.

(4) Inform the technician that the Counseling / Warning will be entered onto the Supervisor Employee Brief (formerly NGB Form 904-1) as a temporary document until a specific date. Retention period will not exceed 12 months unless related to a recurring problem.

(5) Inform the technician that he may file a grievance through the negotiated grievance procedures. A successful grievance would cause any record of the Counseling / Warning to be removed. Once the Counseling / Warning is removed from the Supervisor's Employee Brief (formerly NGB Form 904-1) it may not be referenced as a previous disciplinary action, nor may it be used to support any later adverse action, it is as if it never happened and may not be referenced as past discipline.

(6) Supervisors may counsel / warn a technician (non-disciplinary action) without consulting the HRO or notify Labor Organization.

#### **Section 9.4 - Oral Admonishment:**

An Oral Admonishment will be annotated in pencil (date & subject) on the Supervisor's Employee Brief (formerly NGB Form 904-1) and should be initialed by the technician to verify authenticity of the entry and a copy provided to the technician. An oral admonishment is the first step in constructive discipline. It is a discussion between a supervisor and a technician and, if so designated, the technician's representative. It is preceded by a counseling interview with the technician and his immediate supervisor. An oral admonishment is a disciplinary warning that notifies a technician to stop a certain course of action or commence a certain course of action as required by the technician's supervisor.

a. Describe the offense in sufficient detail to enable the technician to understand why the Oral Admonishment is being given. The supervisor must ensure that all relevant facts are raised, especially if there had been no previous counseling or warnings. This is best done by first discussing the facts with the technician and allowing for the technician's input and

explanation. The supervisor takes whatever time is required (within reason) to decide if an Oral Admonishment is appropriate. If warranted, the technician is then Orally Admonished. If an Oral Admonishment is not warranted, the supervisor informs the technician the issue has been resolved without the need for disciplinary action.

b. Inform the technician that the Oral Admonishment will be entered onto the Supervisor's Employee Brief (formerly NGB Form 904-1) as a temporary document until a specific date. Retention period will not exceed twelve (12) months unless related to a recurring problem.

c. Inform the technician that he may file a grievance through the negotiated grievance procedures. A successful grievance would cause any record of the Oral Admonishment to be removed. Once the Oral Admonishment is removed from the Supervisor's Employee Brief (formerly NGB Form 904-1) it may not be referenced as a previous disciplinary action, nor may it be used to support any later adverse action, it is as if it never happened and may not be referenced as past discipline. An oral admonishment is the first step in constructive discipline, when non-disciplinary action is still appropriate.

d. Oral admonishments should take place as quickly as possible, in as private an environment as possible, and in the form of appropriate feedback necessary to correct the technician.

e. Supervisors may give an Oral Admonishment to a technician (non-disciplinary action) without consulting the HRO.

### **Section 9.5 - Letter of Reprimand:**

A Letter of Reprimand is issued when Oral Admonishments have proven ineffective. A letter of reprimand is a disciplinary action that makes the technician aware of a violation (e.g., improper conduct, violation of agency rules, etc.). It can also be used when the nature of the violation warrants more than counseling, warning, or an oral admonishment but does not warrant an adverse action. Before disciplining a technician in this manner, a supervisor will gather available information and discuss it with the technician, informing him of the reason for the proposed action. After considering the technicians response, the supervisor will advise the technician of his decision, either that the situation has been resolved or of his intention to proceed with the Letter of Reprimand. If a Letter of Reprimand is decided upon:

a. The technician is informed as soon as possible that a Letter of Reprimand will be issued.

b. A Letter of Reprimand must, as a minimum, include: A description of the violation in sufficient detail to enable the technician to understand why the reprimand is being given. If the violation relates to a continuing problem, the supervisor should include a summary of past violations and the attempts made by management to correct those violations.

c. Inform the technician that the Letter of Reprimand will be entered onto the

Supervisor's Employee Brief (formerly NGB Form 904-1) as a temporary document until a specific date. Retention period will not exceed 12 months unless related to a recurring problem.

d. Inform the technician that he may file a grievance through the negotiated grievance procedures. A successful grievance would cause any record of the Letter of Reprimand to be removed. Once the Letter of Reprimand is removed from the Supervisor's Employee Brief (formerly NGB Form 904-1) and OPF, it may not be referenced as a previous disciplinary action, nor may it be used to support any later adverse action, it is as if it never happened and may not be referenced as past discipline.

e. Include a warning that further offenses could result in suspension, reduction in grade, or removal.

f. A Letter of Reprimand must be cleared for procedural accuracy by the HRO before issuance.

### **Section 9.6 - Types of Adverse Action:**

Adverse Actions will be accomplished in accordance with the provisions of this article and TPR 752. Provisions and protections provided in TPR 752 and this article must be followed when management initiates any one or combination of the below adverse actions.

a. There are only three types of adverse action which may be taken against a technician:

- (1) Suspension; which includes indefinite suspension
- (2) Reduction in grade
- (3) Removal

b. The technician may request representation at any counseling session if it is suspected that the counseling action may lead to disciplinary or adverse action. The crime provision and cases of misconduct, as provided for in Government-wide regulations, may serve as a reason to effect action without prior counseling. In cases of misconduct affecting the safety of personnel or resources, the Employer agrees to examine temporary reassignment options as part of the disciplinary action processing procedures.

c. There are five basic steps in processing an adverse action:

- Step 1 Issue proposed adverse action notice
- Step 2 Technician replies to proposed notice
- Step 3 Issue original decision
- Step 4 Process administrative appeal
- Step 5 Issue final decision

However, not all of them have to occur. For example, step two would not occur if a technician did not reply; or steps four and five would not occur if the technician did not appeal the original decision.

### **Step 1 - Proposed Adverse Action Notice**

a. The adverse action process begins with the technician and supervisor and the HRO representative reviewing the information gathered about the misconduct along with the factors listed in TPR 752 to decide, what if any, adverse action should be imposed. When it is decided that an adverse action is required, the technician's immediate supervisor initiates a proposed adverse action notice (in writing) to inform the technician of the reasons for the adverse action and provide information on procedural rights. The advance notice will give the technician a minimum of five (5) work days advance notice.

b. The proposed adverse action notice tells the technician the specific incidents upon which the action is based and what type of adverse action is being proposed. The notice will state that the technician has the right to representation and that the representative has the right to reply orally and/or in writing, stating the reasons why the proposed action should not be taken. The time period authorized for the response and the name of the person to whom the response may be presented will be indicated in the notice of proposed action.

c. The supervisor designated to receive the technician's reply will consider reasonable requests for extension of the reply period if the technician can demonstrate that extenuating circumstances prevent him from replying during the established time period. The supervisor designated to receive the reply will receive the written or oral response, or both, and will consider the information presented by the technician and the representative, if one is requested. Oral response will be followed by the written response no later than five (5) work days after the oral response is given. After review of the reply, the supervisor will issue an original decision. The supervisor's original decision may sustain, decrease, or entirely remove the proposed adverse action. However, under no circumstance will the final adverse action be more severe than the proposed adverse action.

### **Step 2 - Technician's Reply**

a. Technicians have the right to reply orally or in writing in response to a proposed adverse action. When a technician makes an oral reply he has the right to expect the deciding official to give the reply due consideration and not treat the time as an empty formality. The technician may bring up factors that might benefit his response. The deciding official should make a written summary of the oral reply for the record. Such summary will help establish that bona fide consideration was given to all of the technician's reasons and arguments.

b. The supervisor designated to receive the technician's reply will consider reasonable requests for extension of the reply period if the technician can demonstrate that extenuating circumstances prevent him from replying during the established time period. The supervisor designated to receive the reply will receive the written or oral response or both, and will consider the information presented by the technician and his representative, if one is requested.

Oral response will be followed by the written response no later than five (5) work days after the oral response is given. After review of the reply, the supervisor will issue an original decision. The supervisor's original decision may sustain, decrease, or entirely remove the proposed adverse action. However, under no circumstances will the final adverse action be more severe than the proposed adverse action.

c. The deciding official may choose to interview witnesses during the oral reply, since this will assist in taking necessary steps to resolve any questions that arise.

### **Step 3 - Original Decision Letter**

a. The deciding official issues an original decision letter to tell the technician what action has been decided on. It will be issued within 30 work days after receipt of replies or after the reply period has ended. HRO clearance on the procedural aspects of the original decision letter must be obtained before issuance.

b. The original decision letter must contain the following six elements.

- Element 1 State What Action was Decided
- Element 2 Include Date Action will be Effective
- Element 3 Reference the Technician's Replies
- Element 4 Provide Reasons for the Decision
- Element 5 Give HRO Assistance Information
- Element 6 Provide Appeal Rights

### **Step 4 - Process Administrative Appeal**

The HRO processes an appeal depending on the appeal method selected by the technician. If the technician selects an appellate review as an appeals process, the HRO provides the Adjutant General with all relevant material and assists in resolving any questions that may arise. An appellate review may result in a decision between the Adjutant General and the technician concerned; and, if requested by the technician, his representative. If this occurs, an HRO staff member will be present as an observer. If the technician requests an administrative hearing, the HRO processes the appeal in accordance with TPR 752-1, Chapter 3 and section 9.7 of this article.

### **Step 5 - The Final Decision**

The issuance of the final decision is the method by which the technician is notified of the Adjutant General's decision on his appeal. The final decision must be provided in writing within 30 calendar days of receipt of the request for an appellate review or receipt of the recommendation from the appointed hearing examiner and must be signed by the Adjutant General. HRO clearance on the procedural aspects of the final decision letter must be obtained before issuance. A copy of the final decision is sent to NGB-J1-TNL and if an examiner was appointed, he should also be provided a copy of the final decision.

**Section 9.7 - Appeals/ Stay of Adverse Action:**

a. If a technician appeals a disciplinary or adverse action through an applicable appeal or grievance procedure the disciplinary or adverse action will be stayed pending the final decision of the Adjutant General.

b. A stay of a proposed disciplinary or adverse action may be granted by the employer pending the outcome of a third party review when the Labor Organization can substantiate that the grievance is based on a significant procedural violation.

c. There are two types of appeals available to the technician: An appellate review or an administrative hearing. The technician may choose one or the other, but not both.

(1) Appellate Review. The appellate review appeal will be submitted to the Adjutant General who will issue the appellate decision in the format outlined in TPR 752-1.

(2) Administrative Hearing. The request for an administrative hearing will be submitted in the format outlined in TPR 752-1. The Adjutant General, after reviewing the recommendation of the hearing examiner, will render the final decision. The technician and the technician's representative, if appropriate, will be furnished a copy of the hearing examiner's findings and recommendations.

## ARTICLE 10

### EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

#### **Section 10.1 - Policy:**

The Employer and the Labor Organization agree to provide equal opportunity in employment for all persons, to prohibit discrimination in employment because of race, color, religion, sex, national origin, age or handicap and to promote the full realization of equal employment opportunity through a continuing affirmative program in the Virgin Islands Army National Guard. No person shall be subject to retaliation for opposing any practice made unlawful by Title VII of the Rights Act (Title VII) (42 U S C . 2000e et seq.), the Age Discrimination in Employment Act (ADEA) (29 U.S.C. 621 et seq.), The Equal Pay Act (29 U.S.C.–206(d)) or the Rehabilitation Act (29 U.S.C. 791 et seq.) or for participating in any stage of administrative or judicial proceedings under those statutes.

#### **Section 10.2 - Programs:**

The Employer and the Labor Organization agree to maintain a continuing affirmative program to promote equal opportunity and to identify and eliminate discriminatory practices and policies. The Employer agrees to accept recommendations and suggestions from the Labor Organization on matters relating to the Equal Employment Opportunity Program. The Employer will inform the Labor Organization of the affirmative equal employment opportunity policy and program and enlist the Labor Organizations cooperation.

#### **Section 10.3 - EEO Complaint Procedures:**

a. Bargaining unit technicians who believe they have been discriminated against in any matter because of race, color, religion, sex, national origin, age and handicap may file a grievance as outlined in the grievance procedures in Article 5 of this agreement within 15 calendar days of the occurrence, or file an EEO complaint in accordance with NGR (AR) 690-600/NGR (AF) 40-1614, VOL I and VOL II within 45 calendar days of the date of the matter alleged to be discriminatory or, in the case of personnel action, within 45 calendar days of the effective date of the action.

b. A person wishing to file a complaint or a grievance on a matter of alleged employment discrimination must elect to raise the matter under either Article 5 of this agreement or NGR (AR) 690-600/NGR (AF) 40-1614 VOL I, or VOL II procedure, but not both.

#### **Section 10.4 - Representation:**

a. The complainant has the right to be accompanied, represented, and advised at all counseling interviews by a representative of his or her own choice (i.e. attorney, representative of the Labor Organization) and at any stage of the complaint process. Such a representative must be designated in writing. For additional information, refer to Article 5, Section 5-2.

b. The Employer recognizes that if a representative of the Labor Organization requests to be present at a discrimination complaint counseling, the counselor will make this known to the complainant. If the complainant objects to the observer's attendance, the Labor Organization observer will be excluded.

c. The Examiner may also, at his discretion, exclude the observer from one or more sessions of a discrimination complaint hearing when necessary to protect the interest of the complainant, a witness or the government. The Labor Organization representative will be in a duty status when such hearings are held on a scheduled workday.

### **Section 10.5 - Hearings:**

When a complainant is notified of the date, time, and location of the hearing, a service copy of this notification will be sent to the Labor Organization. The Labor Organization shall notify the Hearing Examiner and the Human Resources Office within five (5) work days whether or not an observer for the Labor Organization will attend and if so, the name and work location of the attending observer.

### **Section 10.6 - Adjustments:**

When an equal opportunity complaint is handled by an equal opportunity counselor and an adjustment is made at that level, the Employer will afford the Labor Organization an opportunity to be represented at the adjustment. Such appearance must have the concurrence of the complainant, except in cases processed under the negotiated grievance procedure.

## ARTICLE 11

### EMPLOYEE ASSISTANCE PROGRAM

#### Section 11.1 – Policy:

a. The Employer and the Labor Organization recognizes alcoholism and drug abuse as treatable health problems. Although particular emphasis will be given to those technicians with health problems related to drug or alcohol abuse that may affect a technician's work performance, a technician will not be excluded from seeking or receiving assistance for other personal problems such as financial difficulties, legal, family, or other problems that may affect job performance.

b. Technicians having illnesses related to drug and/or alcohol abuse will receive the same careful consideration and offer of assistance that is presently extended to technicians having any other difficulties or health related problems.

c. Technicians who have psychiatric problems or who are suffering from what could be defined as stress related medical conditions may also be afforded participation in the Employee Assistance Programs (EAP).

d. Accumulated Sick Leave will be authorized for the purpose of treatment or rehabilitation as in any other illnesses or health problems.

e. The confidential nature of medical records of technicians with drinking or drug related problems will be maintained as provided by law and implementing regulations.

#### Section 11.2 - Program Responsibility:

a. The Employer will establish an Employee Assistance Program and appoint a Employee Assistance Program Coordinator (EAPC). TPR 792 will be the governing regulation for technician assistance in the Virgin Islands National Guard.

b. The program will provide for referral of technicians to resources outside the Virgin Islands National Guard for treatment and treatment follow-up. In addition, technicians may avail themselves of the program services on their own initiative.

c. Rehabilitation expenses are the responsibility of the technician. As with other illnesses, certain specified costs may be reimbursable under applicable Federal Employees Health Benefits (FEHB) programs or other individual medical insurance plans in which the technician may be a participant.

#### Section 11.3 – Personnel Actions:

a. A technician's job security or promotional opportunities will not be jeopardized by requesting counseling or referral assistance through the Employee Assistance Program as

outlined in governing TPR 792.

b. As stipulated in TPR 792, technicians utilizing EAP will be dealt with by use of non-disciplinary procedures. However, if the technician refuses to accept assistance or seek counseling through the program and their job performance or conduct is found to be unacceptable, appropriate corrective action, which may include disciplinary action, will be taken.

## ARTICLE 12

### HEALTH AND SAFETY

#### Section 12.1 - General:

a. The Employer, to the full extent of its authority, will make every effort to provide safe and healthful working conditions in accordance with Occupational Safety and Health Act of 1970, as implemented by Executive Order for Federal Employees, 5 CFR 1960. Appropriate supplies, equipment, and services will be furnished by the Employer at no cost to the technician to achieve this purpose IAW 5 CFR 1910.

b. The Employer agrees to provide federally approved personal protective equipment and approved safety equipment. Technicians are required to use such items provided.

c. Footgear. Where the Job requires it, a technician will utilize the Employer issued standard safety shoe. If a technician requires a specialized safety shoe, and the need is certified by the Employer, they will be supplied by the employer at no cost to the technician. The technician is responsible for obtaining a doctor's certificate to indicate why the technician cannot wear the standard safety shoe supplied by the Employer.

d. Safety glasses. When and where required, safety glasses, to include the replacement of broken or damaged ones, will be provided by the Employer consistent with governing regulations/ CFR/ Medical Surveillance Program. Individual(s) authorized prescription glasses under the Medical Surveillance Program will be provided with such.

#### Section 12.2 - State Safety Committee:

a. The Labor Organization will nominate four (4) members for appointment by the Employer for membership on the committee.

b. The purpose of this committee is to assist and advise the Employer, in accordance with applicable safety directives, on matters affecting occupational health and safety.

c. This committee shall meet at least once each quarter during the basic work week or when notified of a meeting called by the chairman. Should a proposed meeting date fall outside the work week, advance notice will be given to all parties. Minutes of all meetings will be recorded and copies furnished to the Employer and the Labor Organization.

#### Section 12.3 - Local Safety Committees:

a. Local safety committees will be established. Where the number of technicians employed at a particular location is limited, an individual(s) may be designated to assist the supervisor in the area of safety.

b. The Labor Organization will nominate, for appointment by the Employer, at least two technicians from within the bargaining unit to serve as members of each local safety committee, when one is established.

c. Names of personnel serving on local safety committees will be published and posted on appropriate bulletin boards.

d. Labor Organization members of safety committees will be notified as to the availability of safety schools and, when such schools become available, will be allotted equal spaces for attendance with management members of the safety committee.

#### **Section 12.4 - Work Situations:**

a. Applicable safety directives will not be violated in the performance of technician's duties. Assigned duties that violate safety directives will be brought to the attention of the immediate supervisor at once.

b. A technician may refuse to perform a task when both the following criteria are met:

c. There is a reasonable belief that there exists imminent risk of life or of serious bodily harm; and

(1) There is insufficient time for the individual to have the situation resolved by any method other than refusing to perform the task.

(2) Imminent danger is defined as any condition where there is reasonably certainty that a danger exists that can be expected to cause death or serious physical harm immediately or before the danger can be eliminated by redress through normal hazard reporting and abatement procedures.

d. A technician assigned additional duties related to safety will receive, from the employer, appropriate training in carrying out these responsibilities. Any protective equipment normally prescribed in combating the condition will be provided at the time the technician is engaged in the duty.

e. Areas in which handicapped employees are working will be identified so as to insure their safety in an emergency situation.

f. The Employer will take action immediately upon notification of an imminent danger action to personnel work area to:

(1) Evacuate all endangered technicians from the affected areas (situation requiring). Areas on which handicapped employees are located will be given priority consideration.

(2) Eliminate the condition;

(3) Notify the VING Safety Office of the situation.

(4) Notify the shop steward when the situation has been rectified (by the supervisor in charge).

g. When a technician is attending training pertaining to health or safety, such as CPR, first aid or firefighting, the group facilitator will determine start time, breaks, and dismissal time. If a technician is released from the training program by the instructor, he will be expected to return to the duty station if there is productive time remaining in the normal workday.

### **Section 12.5 - Safety Publications:**

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

### **Section 12.6 - Safety Inspections and Accident Investigations:**

Whenever there is a safety inspection and/or accident investigation of a technician work area, a representative of the Labor Organization who represents that area will be given the opportunity to accompany the inspector/investigator during the inspection or investigation. The Employer will notify the Labor Organization when advised that an outside agency is scheduled to conduct a survey or inspection within a specified technician work area.

### **Section 12.7 - Medical Surveillance Program:**

a. The Employer agrees to establish a medical health surveillance program for the express purpose of monitoring the health of technician whose occupation exposes them to toxic agents and/or other accumulative hazardous working conditions.

b. Medical surveillance records are for official use-only and will not be released to any third party, unless:

(1) The third party request is based on an official need to know; and

(2) There is a technician-generated Privacy Act Release Form on file.

### **Section 12.8 - Health Benefits:**

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

### **Section 12.9 - Smoking Policy:**

The Employer and the Labor Organization agree that an Employer prepared smoking policy is required to insure that technicians are not exposed to the harmful effects of another individual's smoking habit. The Employer smoking policy will be implemented through the technician work force, but may be modified to fit local situations. Implementation of the Employer developed smoking policy is subject to Appropriate Bargaining at the state level. In as much as the application of this policy will result in a change in working conditions, Management and the Labor Organization are required to meet and confer on the local implementation of the program. The smoking policy will be consistent with, but not limited to, the following guidelines:

- a. Smoking may be permitted only to the extent that it does not endanger life or property and does not subject nonsmokers to passive smoke inhalation;
- b. Smoking will not be permitted in unventilated or congested areas shared by smokers and nonsmokers.
- c. Smoking areas may be established consistent with established policy.

### **Section 12.10 Heat Extremes:**

The Employer and the Labor Organization recognize that technicians are required to be exposed to extreme weather conditions in performance of their duties. The Employer will provide the clothing and equipment necessary to accomplish those duties reducing the risk to exposed technicians, in accordance with NGB & OSHA Regulations.

- a. Management acknowledges that there are certain heat factors beyond which employees are incapable of performing sustained work.
- b. In determining exposure to extreme heat, Management will use the applicable regulation.
- c. It is realized that tolerance between individuals differ and that type of outside work being accomplished affects the body heat generated by a worker, therefore; common sense must be applied when considering maximum exposure time.

## ARTICLE 13

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

#### Section 13.1 - Policy:

The Employer and the Labor Organization have as their objective the elimination or reduction to the lowest levels possible all hazards, physical hardships and working conditions of an unusually severe nature. When the Employer's action does not overcome the unusually severe nature of the hazard, physical hardship or working condition, an environmental differential or hazardous duty pay may be warranted.

#### Section 13.2 - Coverage:

- a. Environmental differential pay (EDP) is applicable to wage technicians. Hazardous duty pay (HDP) is applicable to general schedule technicians.
- b. Both EDP and HDP are defined by and subjected to restrictions outlined in public law and applicable OPM and NGB regulations.
- c. When it is determined by the applicable directorate level supervisor/management official that an administrative relocation is to take place due to EDP/HDP situation the technician whose services are required and must remain at the work location will be authorized EDP/HDP pay consistent with the appropriate regulations and duties actually performed.

#### Section 13.3 - Establishment of Environmental Differentials:

- a. The Employer will publish an Environmental Differential Pay (EDP) and Hazardous Duty Pay (HDP) Plan which will identify approved categories of situations for which EDP and HDP is authorized. This plan may be subject to prior approval by the National Guard Bureau.
- b. The plan will define payment procedures and various degrees of hazards, physical hardships, and working conditions, each of an unusually severe nature, for which the differentials are payable.
- c. Amendments to categories outlined in the plan in the form of additions, changes or deletions may be made by the Employer on its own motion, by the Labor Organization through the Employer, and by individuals or groups of technicians by recommendations through supervisory channels to the Employer for consideration. The Labor Organization may assist a technician in presenting a proposed amendment to the Employer. All recommendations will be considered by the Employer and, if appropriate, will be forwarded to the National Guard Bureau for a determination.

### **Section 13.4 - Identifying New Work Situations:**

- a. A proposal that a local work situation be identified for inclusion under environmental or hazardous differential will be described in writing to the immediate supervisor at that work location.
- b. The format for a situation currently in the plan may be used as a guide in describing the proposed situation. As a minimum, information identifying the work location and the hazard or physical hardship for which differential is proposed will be included in the request.
- c. The supervisor who received a proposal for inclusion in environmental or hazard differential will provide, if appropriate, any additional information or comments and forward the proposal through supervisory channels to the HRO. The HRO will process the request as provided for in Section 13.3, above.
- d. The Labor Organization will be afforded the opportunity to review hazardous and environmental incident reports pertaining to working conditions.
- e. When an EDP/HDP situation is to be removed from the EDP/HDP Plan, the Labor Organization will be consulted prior to its removal.

### **Section 13.5 - Payment of Environmental Differential:**

- a. An environmental or hazardous differential is paid to a technician in accordance with procedures outlined in appropriate regulations.
- b. Supervisors will certify pay differential on the Time and Attendance Card for payment to the payroll office.
- c. When an EDP/HDP situation exists where the employee requests payment and the supervisor disapproves the request, the employee may submit the request for reconsideration to the next higher level supervisor.
- d. When determining EDP/HDP payments, supervisors will advise the supporting payroll office to insure that payment is made in accordance with the most current EDP/HDP directives.

### **Section 13.6 — EDP/HDP Committee:**

The Employer will establish an EDP/HDP committee which will meet on a semiannual basis, or at the discretion of The Adjutant General and as required by the Chairman. The purpose of the committee will be to conduct a review of the State EDP/HDP Plan in order to determine the adequacy of the plan, to review the annual expenditures for EDP/HDP, and to review proposals and additions to list of schedule of differentials. The Adjutant General will appoint the committee, and Labor Organization representation will comprise 40% of the committee.

**Section 13.7 – Appeals of EDP/HDP Decisions:**

- a. An appeal of denial of an EDP/HDP situation will be initiated as a step 3 grievance in accordance with the Labor Management Relations Agreement (LMRA). A grievance of this nature will only be initiated after the EDP/HDP committee has reviewed the situation and issued its findings.
  
- b. The Labor Organization and the Employer acknowledge the individual's right to seek reviewed of National Guard Bureau decisions concerning EDP/HDP matters.

**Section 13.8 - Retroactive Payment of EDP:**

If an EDP situation is approved, and an individual has been required to work in that environment, and the times can be documented, retroactive payment of EDP may be authorized. Retroactive payment of EDP will be accomplished only as specifically authorized in the applicable regulations.

## ARTICLE 14

### POSITION DESCRIPTION AND CLASSIFICATION

#### **Section 14.1- Scope of Employment:**

Upon appointment, a technician will be assigned to duties in accordance with the technician position description. Each technician will be provided with a copy of the position description for the position to which assigned. Technicians may from time to time be required to perform duties other than those reflected as principal duties of the position description.

Consequently, each position description contains the statement, "Perform other duties as assigned." Generally, such tasks are related to the technician position requirements and qualifications and are of an incidental nature. Technicians may be required to perform other duties which might not be reasonably related to a technician position. As an example, these duties may include, but are not necessary limited to: work during emergency situations; work to support the unit mission; work when temporarily assigned to a remote duty site; or when work specified in the position description is not available.

#### **Section 14.2 - Changes in Position Description:**

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

#### **Section 14.3 - Appeals:**

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

#### **Section 14.4 - Review of Position Descriptions:**

a. The Employer and the Labor Organization will encourage technicians to periodically review their position description for the position they occupy and to report significant changes in responsibilities and duties to their supervisor. A technician's official position description will be reviewed every year. Changes to an official position description may be initiated by the technician in coordination with the supervisor or by the supervisor. The proposed changes must be forwarded to the HRO for review. The HRO will respond in writing to all requests for local changes to position descriptions and will forward to NGB for settlement. The Labor Organization will be involved in the process, consistent with Federal statutes.

b. The Employer agrees to conduct Appropriate Bargaining when there are significant changes in the organizational structure which affects the technician work force. Subject bargaining will provide the opportunity for the Labor Organization to review the procedures followed by the Employer and will also provide an opportunity to review the revised position descriptions, when appropriate.

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

**Section 14.5 - Position Classification:**

The Employer agrees to inform the Labor Organization as soon as possible when significant changes will be made in the duties and responsibilities of positions held by technicians in the bargaining unit due to reorganization or when changes in position classification standards result in classification changes or when changes will be made in position classification standards which could result in classification changes.

## ARTICLE 15

### PERFORMANCE APPRAISAL SYSTEM

#### Section 15.1 – Policy:

- a. This article addresses the technician performance appraisal system as it applies to bargaining unit members.
- b. Responsibilities and procedures for seeking adjustment to a performance appraisal and performance standards will be accomplished in accordance with TPR 430 or the provisions of this agreement but not both.

#### Section 15.2 - Responsibilities:

- a. Supervisors:
  - (1) Meet with each subordinate technician to receive their views in establishing performance standards and critical elements of their positions. Performance standards will be developed from the official position description for the position in question and will be based upon normal organizational requirements pertinent to the incumbent's normal technician duties and responsibilities. The supervisor retains the right to establish the actual performance standards and critical elements for the position and will ensure that the written standards are measurable in terms of quality, quantity, and timeliness.
  - (2) Meet periodically with their subordinates to provide an evaluation of their performance as compared to the established performance standards for their position. All counseling sessions will be recorded on the technician Supervisory Employee Brief (formerly NGB 904-1). The technician may be asked to initial these remarks to indicate he is aware of the entry. Upon request, technicians have a right to Labor Organization representation during formal counseling sessions. Supervisors may not initiate or continue a formal counseling once the technician has requested representation. However, there is no prohibition against a supervisor continuing a formal counseling session once representation has been provided, as well as when the technician simply does not request representation.
  - (3) Use only the established performance standards to appraise technician performance.
  - (4) Develop performance standards for a technician who has been placed in a light duty status in excess of 30 calendar days, and documented on the technicians Supervisory Employee Brief (formerly NGB 904-1). A performance appraisal will only be initiated when the technician has been assigned these duties in excess of 120 calendar days.
  - (5) Ensure items of a disciplinary nature are not used as part of the evaluation process. The evaluation of a technician's performance of assigned duties is paramount in the evaluation process.

b. Technicians:

(1) Participate in and provide input in the development of performance standards and critical job elements for their position.

(2) Advise their supervisor when there is a need to revise performance standards and critical elements at any time during the appraisal period. If work requirements change after the performance standards have been established or if for any reason it is determined that modifications need to be made to the employee's performance plan, such changes should be accomplished in accordance with Section 15.2a(1), above.

(3) A technician may request to meet with his supervisor during the rating period to review their performance as compared to the established performance standards.

**Section 15.3 - Personnel Actions Based Upon Performance:**

a. Within-grade increase - To be eligible for a within-grade or a step increase overall performance must be at the fully acceptable level or higher.

b. Awards - Technicians demonstrating an overall level of performance that exceeds the performance standards may be considered by their immediate supervisor for recommendation for an award under the technician incentive awards program.

c. Training - It is recognized that training is a valuable means of assisting the technician in improving performance. Counseling sessions between supervisor and technicians may result in the identification of specific training needs. Recommendations for training should not be limited to circumstances where there is less than the fully acceptable performance, but may be made available to assist a technician to achieve a higher level of job performance and proficiency within resource constraints. Thus, training may be remedial or developmental.

**Section 15.4 - Unacceptable Performance:**

a. If the technician's overall performance rating numerical score is less than two (2) points or if a rating of one (1) or less is given in any one of the critical elements of the performance standards, the technician will be considered for personnel action based upon unacceptable performance. Normally, personnel actions taken as a result of unacceptable performance will be reduction in grade, reassignment to a position for which the technician demonstrates more suitable qualifications, or removal. Performance during this process will be considered as less than fully acceptable for within-grade increase purposes, thus, precluding the award of a within-grade increase and opportunity for improvement in job performance.

b. When it is observed that a technician is developing performance trends which indicate the potential for unacceptable performance, the supervisor will begin counseling sessions to inform the technician of performance deficiencies. The sessions will also include recommendations for corrective actions, an examination of available training options and

other support which may be available to assist the technician in attaining and maintaining a fully acceptable level of performance.

c. Corrective action discussions held during performance counseling sessions will include the establishment of timetables for the technician to achieve the performance objectives set by the supervisor. When attendance at training sessions, formal schools or on-the-job training is part of the corrective action criteria, the time for attendance at such training must be included in the corrective action timetables.

d. Once a counseling action to correct unacceptable performance trends has been initiated, the supervisor will continue such counseling sessions on a monthly basis until the corrective action objectives have been achieved. If after a reasonable period of time (normally 120 calendar days, except in cases where training requirements extend beyond this time period), the technician has not shown progress toward achieving a fully acceptable performance level, the supervisor may elect to proceed with one of the available personnel actions identified within section 15.4a above.

e. If adverse action (reduction in grade or removal) is warranted, it will be accomplished in accordance with TPR 430 and TPR 752 as modified by this agreement.

### **Section 15.5 Appeals:**

a. A technician desiring to file an appeal will forward a written request in letter format. The appeal cannot be filed later than 30 calendar days after the date on which the technician receives a copy of the appraisal. As a minimum, the appeal request will contain the following information:

- (1) Name of the technician filing the appeal.
- (2) Organization
- (3) The appraisal being appealed, to include reasons why the appraisal should be changed.
- (4) Information which serves as the basis for an appeal to include reasons why the appraisal should be changed.
- (5) Date the notice of appraisal was received by the technician.
- (6) Technician's representative, labor or other, if so requested by the technician.

- b. Appeals must be addressed and forwarded to:

JOINT FORCE HEADQUARTERS  
VIRGIN ISLANDS NATIONAL GUARD  
ATTENTION: Chairman, State Review & Appeals Board  
RR1 BOX 9201  
KINGSHILL, VI 00850-9731

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

**Section 15.6 Appraisal of Union Officials:**

The time spent away from the assigned job by union representatives in the performance of their representational duties should not be taken into account when accomplishing a performance appraisal. But rather, the performance appraisal should be based only on the performance of their officially assigned work.

**ARTICLE 16**  
**INCENTIVE AWARDS**

**Section 16.1 - General:**

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

**Section 16.2 - Program Objectives:**

Incentive awards are an effective means to achieve greater efficiency, economy, and improvement of operations in the technician program by encouraging active participation of technicians. The program recognizes and rewards technicians, individually or collectively, for achievements and suggestions contributing to the efficiency, economy, or other improvements of government operations that exceed normal job performance requirements, as well as those who perform outstanding special acts or services in the public interest in connection with official employment.

**Section 16.3 - Program Scope:**

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

- a. Suggestions
- b. Inventions
- c. Sustained superior performance (SSP)
- d. Special acts or services (special achievement awards)
- e. Length of service recognition
- f. Honorary awards and other methods of recognition
- g. Letters of commendation or appreciation
- h. Quality salary increases (QSI)
- i. On-the-spot cash awards

**Section 16.4 - Program Administration:**

a. The parties agree that the details outlining the purpose, scope, and administration procedures relating to the Incentive Awards Program are published in VING TPR 451 and further defined as pertains to members of the bargaining unit, in this article.

b. In the event VING TPR 451 is revised during the term of this agreement, the Employer agrees to conduct appropriate impact and implementation bargaining with the Labor Organization on matters concerning the Incentive Awards Program which may impact on this agreement.

**Section 16.5 - Incentive Awards Committee:**

An incentive award committee will be established by the Employer and will serve all technicians in the state. The Employer agrees to establish a committee that will consist of representation from the Labor Organization and the Employer. The Labor Organization will submit one (1) nomination for committee membership upon request. The Labor Organization should be notified three (3) working days prior to the board meeting.

**Section 16.6 - Program Promotion:**

a. The Employer agrees to provide for maximum publicity of the technician Incentive Awards Program. The publicity shall be in an appropriate format; e.g., posters or articles and material published by the Human Resources Office (HRO) so as to attract broad and continued attention to the program at various work locations.

b. The Employer will publish information on approved awards as appropriate in order to further publicize the Incentive Awards Program.

## ARTICLE 17

### MERIT PROMOTION AND PLACEMENT OPPORTUNITIES

#### **Section 17.1 - Policy:**

a. The Employer agrees to implement a merit promotion and placement system in accordance with the Statute. The Employer agrees that all merit promotion and placement opportunities shall be processed and selections accomplished on a fair and equitable basis from among the best-qualified applicants.

b. Evaluation and Selection will be made on the basis of qualifications and merit without regard to race, color, religion, sex, national origin, marital status, age, non-disqualifying handicap, political organization affiliation or non-affiliation. However, for those positions requiring military membership, due consideration must be given to military status and physical requirements of the positions concerned as a condition of employment.

#### **Section 17.2 Objectives of the Merit Promotion and Placement Policy:**

a. To bring to the attention of management, on a timely basis, qualified applicants from which to choose.

b. To give technicians an opportunity to receive fair and appropriate consideration for higher level jobs.

c. To insure maximum utilization of technicians.

d. To provide an incentive for technicians to improve their performance; and to develop knowledge, skills, and abilities (KSA).

e. To provide attractive career opportunities for technicians.

#### **Section 17.3 - Position Announcements:**

At a minimum the position announcement will contain the information indicated below:

a. Announcement number. Position Title, PDCN, series, grade, and salary range of position.

b. Type of appointment – Dual status or Non-Dual status: Non-Dual status position announcement requires Employer approval.

c. Military requirements (officer, warrant officer, enlisted) and compatibility requirements.

d. Organizational and geographical location of the position.

- e. Information regarding known promotion potential or merit placement, when applicable.
- f. Opening and closing dates.
- g. Re-Promotion consideration. Technicians who have been demoted from this or a higher grade previously held in the same occupational series without personal cause and who are not in a grade retention status will be given consideration for re-promotion. Technicians who believe they are entitled to such consideration should forward a description of the circumstances with their application. Consideration of technicians eligible for re-promotion will precede efforts to fill the position by competitive procedures, except when another technician has a statutory or regulatory right to be placed in or considered for the position.
- h. Equal Opportunity Statement.
- i. Area(s) of Consideration.
- j. Selective Placement Factors.
- k. Instructions for applying.
- l. Qualification requirements for the position to include specialized and generalized experience.
- m. Brief description of duties.
- n. Appropriate medical screening requirements established for the position.
- o. Appropriate position sensitivity/security clearance requirements.

**Section 17.4 Announcements and Areas of Consideration:**

- a. Announcements. Technician vacancy announcements for merit promotion and placement opportunities will have a minimum open period of 15 calendar days.
- b. Areas of Consideration.
  - (1) Personnel from the following categories will comprise the areas of consideration:
    - i. Category I - All permanent and indefinite technicians in the Virgin Islands National Guard.
    - ii. Category II - All members of the Virgin Islands National Guard.
    - iii. Category III - Other individuals who are eligible for membership in the

Virgin Islands National Guard.

iv. Category IV - All Non-dual status technicians of the Virgin Islands National Guard.

(2) Positions will be announced by category and qualified applicants will be submitted to selecting official.

(3) Temporary Positions.

i. Temporary positions in excess of 120 calendar days will be advertised within the area of consideration as indicated in the category system reflected above; and

ii. Regardless of the area of consideration from which applicants are received, only qualified applicants will be certified and forwarded to the nominating officials.

### **Section 17.5 Exceptions to Competition:**

The following technician personnel actions will be processed as exception to competition:

a. Promotion due to the issuance of new classification standards or the correction of a classification error.

b. Placement of over-graded technician entitled to grade retention as a result of RIF, re-classification, or management directed non-disciplinary change to lower grade. Grade retention expires after two (2) years.

c. Promotion when competition was held earlier; i.e., position advertised with known promotion potential.

d. Promotion consideration to a grade previously held or an intervening grade from which a technician was demoted without personal cause and not at his own request.

e. Promotion as the result of a technician's position being reclassified at a higher grade because of additional duties and responsibilities.

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

g. Position changes resulting from application of Reduction-In-Force procedures.

h. Detail to a higher graded position not to exceed 120 calendar days.

i. Selection of a former technician from the re-employment priority list for a position at

the same or lower grade that the last one held.

### **Section 17.6 - Priority Placement of Technicians Under Grade Retention:**

a. Technicians under grade and pay retention as a result of reduction in force (RIF) or reclassification will be afforded priority placement in positions for which they meet the qualifications. This placement action will precede normal placement actions.

b. If there is more than one eligible technician in a grade and pay retention status, the selecting official will be given a list of eligible technicians from which to make a selection.

c. Technicians normally serve in a grade and pay retention status for a period of two years, unless terminated by competent authority. Upon expiration of grade retention (two years), the technician is continued in pay retention and will receive priority (re-promotion) consideration in accordance with Section 17.3g, above.

### **Section 17.7 - Evaluating Experience and Rating Panel:**

The evaluation of candidates will be in accordance with TPR 335 or any applicable regulations.

### **Section 17.8 - Referral of Candidates:**

a. Human Resources Office: Following determination of qualification and rating of candidates, the Human Resources Office will generate the certificate of eligibles. HRO will then forward to the selecting official the certificate of eligibles listing with all qualified candidates. Candidates' applications and supporting documents to their applications will be forwarded to the selecting official.

b. ACTION BY THE SELECTING OFFICIAL: The selecting official is entitled to select or not select any of the candidates referred. Within two (2) weeks after receipt of the selection certificates, the Selecting Official will complete the following:

(1) Personally interview the candidates listed on the certificates. If personal interviews are not possible, telephone interviews will be conducted. Supervisor will not administer any type of tests to candidates since evaluation by HRO was conducted prior to referral.

(2) Make the selection and forward through supervisory chain for concurrence.

(3) Ensure after final concurrence is given, the selection package is forwarded to the Human Resources Office.

c. **ACTION BY THE HUMAN RESOURCES OFFICE:** After the receipt of the selection package, the Human Resource Office will complete the following:

(1) Notify candidates whether they qualified to be placed on the certificate of eligibles. The Human Resources Office will notify the individuals on the certificate (NGB 300-6) of selection.

(2) The Human Resources Office will notify the candidate on the certificate of eligibles of their selection/ non-selection for the position.

(3) Arrange a release/reporting date of selectee. HRO will coordinate a reporting date with selectee.

(4) Notify the Labor Organization if no Category I applicants are selected.

**Section 17.9 - Records Retention:**

a. Sufficient records are required for reconstruction of the placement action. Therefore a clear record of action of the evaluation based on the Merit Placement Plan and other documents for justification of the staffing action taken must be maintained to insure fair and equitable treatment.

b. Records are to be maintained for a minimum of two (2) years. If a grievance is pending beyond the two years, minimum records will be maintained until resolution.

**Section 17.10 - Grievances and Complaints:**

a. Any technician who believes that proper procedures were not followed in filling a particular position may present a grievance under the provision of the negotiated grievance procedure. A grievance will not be considered when it is based solely on non-selection.

b. Discrimination Complaints. Allegations of discrimination because of race, color, religion, age, handicapping condition, or national origin made during any phase of the selection process may be considered under the Equal Employment Program or the negotiated grievance procedures, but not both.

**Section 17.11 - Temporary Reassignment, Promotion and Details:**

a. Temporary reassignments are used to provide temporary staffing to accomplish essential work during:

(1) A technician's absence on approved extended leave.

(2) A technician's absence at management's request.

(3) The time a technician is absent due to military service, and it is expected he/she will exercise his/her restoration rights.

b. A temporary reassignment may be more appropriate than a detail or other personnel action when it is expected the services will be needed for more than 120 calendar days. Applicants must meet the qualification standards and military requirements prescribed for the position. A temporary reassignment may be for one (1) year or less; the Employer may extend for one (1) additional year. An extension beyond two (2) years must have prior National Guard Bureau approval.

c. The Labor Organization will be afforded its rights under the Statute prior to implementation of any procedural changes to TPR 335 involving temporary reassignments, promotions and details. Temporary reassignments, promotions and details will be accomplished in accordance with the established Merit Promotion and Placement Plan.

**Section 17.12- Action Document:**

Standard Form 52, Request for Personnel Action, is the basic document to be used by a supervisor when requesting HRO to complete a specific personnel action.

## ARTICLE 18

### REDUCTION IN FORCE

#### Section 18.1 - General:

a. A Reduction In Force occurs when a technician is released from his or her competitive level by separation, change to lower grade, furlough for more than 30 continuous days, or reassignment involving displacement of another technician. Such action may be due to lack of work or funds, reorganization, transfer of functions, or the need to place a technician exercising restoration rights.

b. The following actions do not constitute a Reduction In Force (RIF):

(1) Separation of technicians who fail to accompany a transfer of function.

(2) Management reassignment of a technician to a vacancy at the same grade or representative rate.

(3) Termination of temporary technicians.

(4) Downgrades as a result of reclassification.

(5) Termination of temporary promotions.

(6) Elimination of technicians through disciplinary/adverse action procedures.

(7) Furlough of 30 continuous days or less.

#### Section 18.2 - Policy:

a. A RIF will be accomplished in accordance with the procedures outlined in TPR 300 (351) and the specific terms of this article.

b. The Employer will designate the specific area for RIF after consultation with the Labor Organization.

c. The Employer agrees to consider all reasonable actions to avoid or minimize the impact of a RIF. Consideration will be given to curtailing recruitment or promotion in the geographical or specialty area affected by the RIF. Existing vacancies will be considered to retain qualified technicians who would otherwise be separated. Every effort will be made, within resource constraints, to retain technicians affected by a RIF to prevent separation.

**Section 18.3 - Employer Responsibilities:**

The Employer agrees to:

- a. Notify the Labor Organization of an impending RIF action within 10 work days of receipt of NGB notice in the HRO. The Employer further agrees to provide a detailed explanation of the procedures which will be used for implementation of the RIF.
- b. Allow the Labor Organization a reasonable opportunity to review the implication of the RIF and respond not later than 10 work days with suggestions.
- c. Meet with the Labor Organization to explain the need for a RIF and the procedures to be used for implementation.
- d. Provide briefings, as appropriate, to keep the technician work force informed.
- e. Assure that applicable regulations are available by the Employer, the Labor Organization, and technicians concerned.
- f. Review criteria to determine the need for a major RIF and provide applicable counseling.
- g. Develop an aggressive placement program for adversely affected technicians.

**Section 18.4 - Competitive Area:**

A competitive area is an area designated by the Employer within which technicians compete during a RIF and is described geographically, organizationally, or a combination of both. The competitive area must be large enough to permit adequate competition among technicians, and yet be limited to the point of being administratively manageable.

**Section 18.5 - Competitive Level:**

- a. A competitive level consists of all positions within a competitive area which are in the same type of service (dual status or non-dual status) and are so alike in qualification requirements, duties, and responsibilities that the incumbent can be moved from one position to another without undue interruption to the work program. The establishment of competitive levels is the responsibility of the HRO.
- b. Separate competitive levels are required within the same series and grade and within the same trade or occupation when differences exist. Areas to be considered are recruitment, training, or areas of assignment.
- c. A competitive level may consist of only one position when that position is not interchangeable with or similar to other positions.

d. Dual status technicians (those who require military membership) will not be placed in the same competitive level as Non-dual status technicians (those who do not require military membership).

e. Supervisory position will not be placed in the same competitive level as non supervisory positions.

### **Section 18.6 - Establishment of Retention Registers:**

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

b. When a retention register is established, it will list all competing technicians in descending order by tenure groups I, II, and III. The technician's correct tenure group is shown in Item 7, SF 50. Tenure groups are defined as follows:

#### **TENURE GROUP I**

Permanent, Non-dual status technicians with career status, who have successfully completed their probationary period, and permanent, dual status technician who have successfully completed a trial period.

#### **TENURE GROUP II**

Permanent technicians who are serving a trial or probationary period. This category includes Non-dual status technicians with career-conditional status and dual-status technicians who have not completed their trial period. Non-dual status technicians under career appointments who must serve a probationary period are also in Tenure II.

#### **TENURE GROUP III**

Technicians who serve under indefinite appointments in the excepted service.

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

(1) Technicians' performance appraisal score (one (1) to five (5) points). Technicians with an overall performance appraisal of unacceptable will be placed at the bottom of retention register after tenure groups I and II are listed, regardless of the number of points they have.

(2) Service computation date (SCD) for ties.

(3) Technician service date as an additional tie breaker, if needed.

d. The Labor Organization will be given the opportunity to review the retention register(s) established in conjunction with the RIF.

### **Section 18.7 - Performance Appraisals:**

a. A technician's current official performance appraisal on file in the HRO on the date of issuance of a specific RIF is the appraisal that is used to determine his retention standing. Performance appraisal that were due on or before the date of issuance of RIF notices, but were not officially approved and put on record until after the date of issuance of RIF notices, do not affect determination of the technician's retention standing.

b. The Employer will establish a single, official date of issuance of all specific RIF notices for each separate competitive area. The date will be the same for all competing technicians.

c. If a decision on an appealed performance appraisal is issued prior to the effective date of a RIF personnel action, the new appraisal will be used. Therefore, rating cycles should be considered in conducting a RIF.

d. Technicians who do not have three appraisals on file will be credited with three (3) points, a fully acceptable rating for any missing appraisals. Newly appointed technicians and those restored after military service who do not have an official performance appraisals on record will be assigned three (3) points, a fully acceptable rating.

### **Section 18.8 - Release from Competitive Levels:**

a. When a RIF requires the release of one or more competing technicians from a competitive level, all technicians in group III are selected for release before any in groups I or II, and all in group II before any in group I. Within each group, technicians are selected for release in the order of their retention score, beginning with the lowest score.

b. When a major RIF is declared, technicians who work in the area affected by the RIF may qualify for and accept voluntary retirement.

c. The Employer will tender placement offer to those technicians affected by RIF in accordance with TPR 715.

### **Section 18.9 - Minimizing the Effects of RIF through Early Retirement:**

A technician may request early retirement under the following conditions:

a. When NGB has determined a major RIF, major reorganization or a major transfer of function is about to occur.

b. The technician is within the geographic area(s) or occupation(s) designated for RIF during the limited time set by NGB.

c. The technician must have served for at least one year under the Federal Retirement System within the two (2) year period immediately preceding the separation upon which the annuity is based.

d. The technicians must have been on the Employer rolls 30 calendar days before the date of the Adjutant General's request to NGB for the major RIF determination.

e. The technician must meet either one of the following minimum requirements:

(1) Attainment of age 50 and completion of 20 years of creditable service, including five (5) years of civilian service.

(2) Regardless of age, completion of 25 years of creditable service, including five (5) years of civilian service.

#### **Section 18.10- Reduction in Force Notices:**

a. **General Notice:** When it cannot be determined what specific personnel actions will take place during a RIF, general notices may be issued. A general notice must be supplemented by a specific notice before a technician can be released from his competitive level.

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

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

(1) Reason for the reduction in force

(2) Specific actions to take place (i.e., separation, furlough, offer of change to lower grade, etc.).

(3) Title, grade, and salary of new job offer.

(4) Competitive area and competitive level designated.

(5) Service computation date, technician service date, and retention rating.

(6) The position title, grade, salary, and location of any position offer or the reason why no offer can be made. Also, include the military grade requirements.

(7) Reasons for any exceptions to retention order.

(8) Effective date of proposed RIF notice (other than 15 December through 3 January).

(9) Where the technician may review retention registers and RIF regulations and the HRO personnel specialist to contact for information.

(10) Appeal rights, how to file them, and any time limits imposed.

(11) A clear explanation of the technician's grade and/or pay retention entitlements.

(12) Severance pay eligibility.

(13) Placement information and eligibility for reemployment priority list.

(14) Discontinued service retirement eligibility.

(15) A request for the technician to acknowledge receipt of the notice and to accept or decline any offer.

**Section 18.11- Placement Action:**

a. The Employer will take positive action to assist technicians affected by RIF or transfer of function when they previously held competitive appointments and have career status.

b. The positions to be offered will be within the TERRITORY OF THE VIRGIN ISLANDS.

c. The technician must be qualified for the position or be able to meet the prerequisites necessary to qualify with a minimum of training and has the capacity, adaptability, and basic skills needed for the position.

d. The position must have a representative rate no higher than the rate of the position from which the technician is being released.

e. Reemployment Priority List: A reemployment priority list must be maintained for tenure groups I and II technicians separated in a RIF. Upon receipt of specific notice of separation, technicians will be placed on this list, but only if they have not declined an offer that pre-serves a non temporary full-time position in their present grade, step, or equivalent salary. Technicians will remain on this list for two years, unless they decline in writing, accept

a full-time position, or decline the offer of a full-time position in the Federal Government.

f. **Priority Placement:** All technicians entitled to grade retention as a result of RIF will be afforded priority placement for vacant position. Such placement action will be in accordance with the procedures listed in Part III — National Guard Placement Plan for Technicians under Grade Retention TPR 300(351).

### **Section 18.12- Appeals:**

a. A competing technician may appeal to the Adjutant General when he/she has received a specific notice of reduction-in-force, and believes that the Employer incorrectly applied the provisions of TPR 300(351).

(1) An appeal may be submitted upon receipt of a specific notice, but not later than 30 calendar days before the effective date of the action.

(2) The appeal must be in writing and must include the following information:

- i. Name
- ii. SSAN.
- iii. Position title, series and grade, and position description control number (PDCN).
- iv. Place of employment.

(3) The appeal must clearly state the reason the technician believes the action affecting him is inappropriate, and must show the Employer failed to comply with the RIF procedures outlined in TPR 300 (351); i.e., insufficient notice, improper tenure grouping, and errors in service computation date.

b. **Extension of Time Limit:** The Adjutant General may extend the appeal time limit when the technician indicates that he was not notified of a time limit and otherwise was not aware of it, or that circumstances beyond his control prevented him from appealing within the time limit.

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

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

- (1) Correct the retention register.

(2) Correct the technician's specific notice.

(3) Restore the technician to his former grade or pay level or one of like seniority, status, and pay when the technician was reduced or separated improperly.

(4) Reimburse the technician for all pay lost as a result of any improper RIF action.

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

## ARTICLE 19

### CONTRACTING OUT

#### **Section 19.1 - General:**

Office of Management and Budget (OMB), OMB Circular No. A-76, requires that agencies periodically compare the overall cost of continuing to perform certain functions that could be termed "commercial activities" using civil service personnel. The Agency will notify the Labor Organization of its intent to contract out work which is traditionally performed by technicians and could result in a reduction-in-force, transfer, or loss of function affecting employees in the bargaining unit. The Agency will take all possible actions to minimize the impact on affected technicians.

#### **Section 19.2 – Appropriate Bargaining:**

When the Agency determines that certain services/activities are to be accomplished by contracting out to other agencies, the Labor Organization will be provided the opportunity to participate in Appropriate Bargaining in accordance with the Statute.

## ARTICLE 20

### TRAINING/EDUCATION

#### **Section 20.1 – General:**

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

#### **Section 20.2 - Training Programs:**

The Employer is responsible for training programs as may be required to improve the efficiency of the Virgin Islands Army National Guard Military Technician Program. In developing these training programs, the employer agrees to review plans and consider recommendations from the Labor Organization. The final decision on the implementation of the training remains with the Employer.

#### **Section 20.3 - Training Prerequisites:**

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

#### **Section 20.4 - Training Option:**

Technicians involved in a Reduction In Force or a major equipment change and assigned to a position that is not related to their past job description will be considered for a resident school, if one is available, for retraining. Where options are available technicians will have the option of selecting to train in a military status, subject to the approval of the Adjutant General.

#### **Section 20.5 - Notification of Training Availability:**

The Employer is responsible for insuring that technicians are made aware of the availability of training courses on a timely basis. Available schools may be requested, attendance at which will be at the discretion of the Employer.

#### **Section 20.6 - Adjustment in Work Schedules for Educational Purposes:**

Technicians who are enrolled in civilian educational programs may be permitted to revise their daily/weekly work schedule in order to attend a course of instructions not normally conducted during non-duty hours. Every effort will be made to accommodate the technician consistent with the mission of the organization. The final decision rests with the Employer. The request must be submitted before registration, indicating the criticality of the course and the schedule for the school.

## **Section 20.7 - Military Service Schools:**

- a. Training in a technician status is authorized under TPR 400, Section 4-2. This statement will be placed on orders.
- b. Before technicians attend military service schools, they will be advised of the school's requirements to the extent possible. Technicians must comply with the requirements of the school, to the same extent as if they were attending in their National Guard military status, to include the wearing of the military uniform, unless civilian clothes are specifically authorized by the Agency, and applies.
- c. Government quarters must be used if available in accordance with Volume II, Joint Travel Regulations JTR, and will be occupied based on military grade.
- d. Technicians will not be required to perform incidental military duties such as charge of- quarters, barracks chief, officer-of-the-day, etc., but will be expected to perform additional duties required by any civilian class member, except in case of emergency.

## ARTICLE 21

### TRAVEL AND TEMPORARY DUTY

#### Section 21.1 - Per Diem:

Travel and per diem will be authorized in accordance with Department of Defense (DOD) Joint Travel Regulations (JTR) Chapter 2. Technicians will not be directed to perform official travel at their own expense or at rates of allowances or reimbursement inconsistent with the provision contained in Chapter 2 of the JTR.

a. Technician travel orders will be issued when technicians are given work assignments at temporary duty location.

b. Advance per diem is only authorized by use of the government travel card for authorized allowances for lodging, meals and incidental expenses.

c. In the event advance per diem cannot be paid to a technician assigned to a temporary duty (TDY) location and such duty would cause financial hardship, the technician's assignment may be reevaluated and consideration of the circumstances will be given to the affected technician. Removal from such TDY may be appropriate and may be accomplished at the Employer's discretion.

#### Section 21.2- Travel Notification:

a. Prior to a technician's planned mission, the affected technician shall be notified by the appropriate management representative no later than five (5) calendar days prior to the technician's departure. In cases of emergencies, all attempts will be made to provide notice to the technicians at least 72 hours advance notice prior to travel. If the situation allows, volunteers will be requested and considered in all such operations.

b. When possible, the employer agrees to schedule and arrange for travel of technicians to occur within each technician's standard work week. Compensatory time will be authorized for time spent traveling to and from the duty location.

#### Section 21.3 - Quarters:

a. Quarters for technicians on TDY will be based upon the installation's published standards. The actual assignment of quarters is at the discretion of the installation billeting office. If the installation billeting office determines that quarters are not available, a certificate of non-availability will be provided. Where adequate government quarters are not available, the employer is responsible to ensure that the technician is reimbursed for the difference in cost between duty station and quarters when required for accomplishment of the mission. Per Diem may be authorized and will be provided consistent with the JTR.

b. Upon return to home station, after completion of a TDY tour, if a technician alleges

that quarters were severely inadequate and not in accordance with established regulations, the supervisor will investigate the complaint. Complaints are required in writing. The results of investigation/inquiry will be given to the technician and the Union, as required.

**Section 21.4 – Work Performance:**

a. At least two technicians will be assigned to travel together when tasks or travel to be performed cannot reasonably and safely be accomplished by a single technician.

b. Technicians may earn compensatory time while performing technician duties at the TDY station when the hours of work extend beyond the normal duty day. Technicians will notify supervisor, as soon as practicable, to make aware of compensatory time request.

**Section 21.5 - Government Charge Card Program/Reimbursement:**

a. The issuance of credit cards to bargaining unit members will be consistent with the provision of applicable regulation and VING policy. Any abuse will result in disciplinary action.

b. Employer agrees to pay reimbursement voucher within 30 calendar days of receipt of travel voucher at the Comptroller Division, USP&FO.

c. Employer agrees to contact the credit card agency on behalf of the technician's past due payment for vouchers properly submitted, timely (within the five (5) day requirement) and not paid within 30 calendar days.

**Section 21.6 - Orders:**

a. TDY travel orders will be issued for duty performed away from the individual's normal duty station.

b. When reimbursement for authorized miscellaneous expenses is required, SF 1164 may be utilized in lieu of DD Form 1610 or computer generated order.

**Section 21.7 - Travel Options:**

The Employer will provide transportation through the contracted agent. Reimbursement will be made in accordance with JTR Chapter 2. Where a contract does not exist, reimbursement will be up to the government estimate. Authorized expenses will be in accordance with JTR Chapter 2.

**Section 21.8 - Official use of Privately Owned Vehicles:**

a. GSA vehicles will be utilized for all VING business. If no GSA vehicle is available a non-availability form will be completed and provided to the supervisor.

b. Technician will not be required to utilize their own personal vehicles for local official business. In the event the need for a technician to use his or her POV arises, the non-availability form must be provided to the supervisor in order to ensure mileage reimbursement at the applicable rate per mile.

## ARTICLE 22

### PAYROLL DEDUCTION FOR LABOR ORGANIZATION DUES

#### **Section 22.1 - Purpose:**

This article provides a procedure for withholding and revocation of payroll deduction for Labor Organization dues. This procedure is entered into under the provisions of 7115 Public Law 956- 454.

#### **Section 22.2 - Eligibility:**

a. The Labor Organization has exclusive recognition to represent the members in a bargaining unit consisting of all wage board and general schedule technicians employed by the Virgin Islands Army National Guard, excluding all management officials, supervisors, guards, and employees engaged in Federal personnel work in other than a purely clerical capacity as defined in the Statute.

b. Employees eligible for dues withholding are those members of the Labor Organization in good standing who are covered by the bargaining unit and whose net salary, after other ideal and required deduction, is regularly sufficient to cover the amount of the authorized allotment.

c. Dues allotment is to be entirely voluntary on the part of eligible employees .

d. In the event of any unauthorized deductions or excess payments made by the employee or management to the Labor Organization, a refund will be made to the employees or employer as required.

#### **Section 22.3 - Responsibilities:**

a. Labor Organization Responsibilities: In application of the allotment arrangement, the Labor Organization shall be responsible for:

(1) Providing standard Form 1187, "Request and Authorization for Voluntary Allotment of compensation for Payment of Employee Organization Dues".

(2) Distributing copies of SF 1187.

(3) Educating eligible employees as to the program for allotment of dues, its voluntary nature, and the availability and uses of the required forms.

(4) Informing employees of the procedures to revoke allotments.

(5) Certifying SF 1187's, completed by eligible employees, for dues withheld biweekly, as determined by the National Labor Organization.

(6) Informing the Human Resources Office (HRO) in writing, within five (5) working days when a dues withholding member is suspended or expelled from membership in the Labor Organization. If the amount or rate of regular dues is changed, the Labor Organization will notify the HRO in writing of the change. This section will then be amended to reflect the revised amount (percentage) in accordance with regulations. Only one such change will be made in any period of 12 consecutive months.

b. Labor Organization Member Responsibilities:

(1) Obtain allotment forms from the Labor Organization and return completed forms to the Labor Organization for submission to the HRO.

(2) Submit Standard Form 1188. "Cancellation of Payroll Deduction for Labor Relations Dues" when required. This form and information concerning revoking an allotment can be obtained from the HRO or Payroll Office. The completed SF 1188 will be forwarded by the employee to the HRO, See paragraph 22-6 for revocation of payroll.

c. Human Resources Office Responsibilities:

(1) Upon receipt of SF 1187 from the Labor Organization, insure the named technician meets the requirements for dues withholding and forward the request to the payroll office within five (5) working days.

(2) Insure a supply of SF 1188 is available for use in revocation of allotments and make the forms available to technicians.

(3) Provide the Labor Organization a copy of SF1188 within seven (7) calendar days, when a member voluntarily terminates labor organization dues.

(4) Notify the Labor Organization in writing within seven (7) calendar days, when a technician's dues allotment will terminate as a result of promotion to a position not covered by the bargaining unit, retirement, resignation, death, or other appropriate reasons.

(5) Upon notification from the Labor Organization of rate change, notify payroll office within five (5) calendar days.

**Section 22.4 - Processing Payroll deductions for Labor Organization Dues:**

Processing of Payroll deductions will be accomplished in the following manner:

a. The Labor Organization will distribute SF 1187 for completion by the eligible member. The member will complete the form and return it to the Labor Organization for certification.

b. The Labor Organization will submit completed SF 1187's to the HRO. SF1187, SF 1188 and other material pertaining to payroll deduction will be date stamped upon receipt in the HRO and payroll office. The HRO will normally process the SF1187 within five (5) work days to the payroll office.

c. Payroll deductions will take effect the first pay period beginning after receipt of the properly executed and correct SF 1187 in the payroll office. Dues amounts, as determined by the National Labor Organization, will be withheld biweekly and transmitted electronically to ACT.

d. When a Labor Organization member is in a non-pay status for an entire pay period, no withholding will be made from future earnings to cover that pay period.

e. A copy of a dues deduction listing will be provided to the Labor Organization President by the Human Resources Office each pay period.

### **Section 22.5 - Revocation of Payroll Deduction for Union Dues:**

a. Any Labor Organization member who wishes to terminate his allotment may submit a properly executed SF 1188 to the HRO for processing. Such voluntary revocations will become effective the **first pay period of September**, providing that the Labor Organization member has participated in payroll deduction for a **minimum** of one year.

b. Payroll deductions shall be terminated:

(1) When the employee leaves the Employer as a result of separation, transfer, or other personnel actions.

(2) On the 15th day after the Labor Organization loses exclusive recognition, under any of the conditions specified in the Statute or other pertinent regulations, provided that during the 15 day period the Labor Organization has not reacquired its recognition as exclusive representative.

(3) When the agreement providing for dues withholding is suspended or terminated by appropriate authority.

(4) When the employee has been suspended or expelled from the Labor Organization.

### **Section 22.6 - Exclusionary Provisions from LMRA:**

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

b. This article shall be terminated by mutual, written consent of the parties.

### **Section 22.7- National Address:**

**Association of Civilian Technicians  
12620 Lake Ridge Dr.  
Lake Ridge, VA 22192**

## ARTICLE 23

### USE OF FACILITIES

#### **Section 23.1 - Space for Labor Organization Meetings and Training:**

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

#### **Section 23.2 - Bulletin Boards:**

a. The Employer will provide space for a bulletin board at every work place for the exclusive use of the Labor Organization. Any material posted, which is deemed by the Employer to be derogatory or scurrilous in nature, will be removed by the Labor Organization. The recommended size of the bulletin board will be a minimum 3.5 ft x 4.0 ft.

b. The Labor Organization is responsible for maintaining bulletin board space in an orderly condition.

c. All costs incurred in the preparation and posting of material will be borne by the Labor Organization and such work shall be accomplished during non-duty hours.

d. The Labor Organization's officials or designated representatives are the only personnel authorized to post or remove material from the bulletin board.

#### **Section 23.3 - Interoffice Mail:**

The Labor Organization shall have access to the use of interoffice mail at each activity for correspondence between the Labor Organization and Management officials. All correspondence which requires a response within a specified time frame will be addressed and delivered to the Human Resources Office where it will be signed and dated upon receipt. The response period begins from the date of receipt.

#### **Section 23.4 - Office Space and Equipment:**

a. Upon request of the Labor Organization, the Employer may provide office space for the Labor Organization if available. The Labor Organization is permitted to install a telephone. All expenses incurred for this installation and use of the telephone will be borne by the Labor Organization. The Chapter President and/or his representative may have access, subject to security regulations, to the designated office space before, during, and after normal duty hours. All expenses incurred in the installation and use of any other office equipment will be borne by the Labor Organization.

b. Office space allocated for use by the Labor Organization should provide privacy and security for the safeguard of personnel records and for the conduct of Labor Organization business.

c. Labor Organization officials will be afforded telephone access at the work site for Official Labor Organization business. Such telephone usage may be private in nature, but will be limited to Labor Organization issues. No long distance calls will be authorized.

d. Labor Organization officials will be afforded computer and copier machine access for official Labor Organization business. The Labor Organization will provide all required paper.

e. Office space allocated for use by the Labor Organization will be for exclusive use by the Labor Organization under normal working conditions. When feasible, the Employer agrees to give the Labor Organization 30 calendar days prior notice to re-occupy the office space. The Employer agrees to furnish comparable office space if available.

## ARTICLE 24

### WAGE SURVEY

#### **Section 24.1 - General:**

The Employer shall notify the Labor Organization as soon as practicable when information is received that higher authority has directed the start of an official wage survey in the area. When the survey lead agency requests the Agency to participate in the survey, the Employer will notify the Labor Organization. The Employer agrees to appoint at least one representative of the Labor Organization to the team if more than one person is requested by the lead agency.

#### **Section 24.2 - Request for Wage Surveys:**

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

#### **Section 24.3 - Organization, Functions, and Responsibilities:**

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

#### **Section 24.4 - Wage Survey Data:**

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

## ARTICLE 25

### PUBLICATIONS

#### **Section 25.1 - Publications:**

Procurement of pertinent regulations, directives, and publications applicable to the technician program will be the responsibility of the Labor Organization. The Employer agrees to provide the Labor Organization published regulations, directives, and publications via electronic method if available.

#### **Section 25.2 - Manning Documents:**

Upon request, the Employer will provide the Labor Organization a copy of the current technician manning document showing the positions authorized for a specific installation or facility.

#### **Section 25.3 - Access to Management Directives:**

Technicians/Union stewards, upon request, will be provided access to management regulations and policies normally maintained as part of the supervisor's manual.

**ARTICLE 26**

**EMPLOYEES DRESS AND APPEARANCE**

**Section 26.1 - Employee Dress:**

- a. Non-dual status employees shall wear appropriate attire for the nature of their work and the location of their employment.
- b. Appropriate attire for Non-dual status employees may be determined by the immediate supervisor with consideration for the employee's social norms.
- c. Dual status employees shall wear the military uniform and comply with appearance standards as specified in AR 670-1, and as designated for the nature of their work.

**Section 26.2 - Uniform Issue:**

The Employer agrees to issue all present and future dual status employees additional uniforms as required by their position description (except those present dual status employees who have already received their additional uniforms). The two primary uniforms to be issued will be the Service uniform or the appropriate field uniform. The following is a list of the additional uniforms and quantities to be issued:

a. Service Uniform	Quantities
Shirt, short sleeve, male or female	1
Skirt (female), Trousers (male or female)	1
OR	
b. Appropriate field uniform	
Coat, combat, hot weather	1
Trousers, combat, hot weather	1
Coveralls (as required)	2
Safety Boots (as required)	1 pr.

**Section 26.3 - Uniform Wear and Maintenance:**

- a. The Employer will provide the appropriate military uniform required to be worn in each functional area to all enlisted dual status employees. The Employer, in accordance with current regulations and Section 26.2 above, will exchange clothing that is worn, torn, or soiled too badly to be rendered clean and presentable in the performance of day to day duties. Work time will be authorized for the purpose of exchanging unserviceable uniforms when the dual status employee's unit of assignment supply function is co-located with the work site.

b. Dual status employees in need of replacement uniforms will obtain DA Form 3078 "Request for Personal Clothing." The employee will complete the request form, obtain applicable approval signature, and forward the signed request to the appropriate supply source. If the requested items are not received within 45 calendar days, the employee(s) may notify their supervisor for follow-up.

c. Uniforms, accoutrements, and other allowances referred to in Section 26.2 above, shall not be paid under Title 10 USC Section 1593, or Title 5 USC Section 5901, to any enlisted dual status employee for any period of employment for which a uniform allowance is paid to the dual status employee under Title 37 USC Sections 415 or 416.

d. An enlisted dual status employee not entitled to receive uniform allowances under Title 10 USC Section 1593, or Title 5 USC Section 5901, for a particular period of employment shall, for that period, receive the uniforms, accoutrements, or allowances referenced in Section 26.2 above, under Title 37 USC Section 418.

**Section 26.4 - Exceptions to Uniform Wear:**

Dual status employees who are Labor Organization representatives, while engaged in labor agreement negotiations or labor/management meetings with the Adjutant General or his representative, will not be required to wear the military uniform.

## ARTICLE 27

### APPROPRIATE BARGAINING

#### **Section 27.1 - Purpose:**

Prior to implementation of changes that could affect working conditions of one or more members of the bargaining unit, management will negotiate with the labor organization appropriate arrangements regarding the impact of the event(s).

#### **Section 27.2 - Appropriate Matters for Bargaining:**

Matters appropriate for negotiations, whether established by rule, regulation, or otherwise, affecting working conditions, are items for bargaining.

#### **Section 27.3 - Changes Affecting Working Conditions:**

Management agrees to provide to the Labor Organization draft copies of appropriate regulations/policies affecting working conditions for review prior to implementation. If the labor organization desires formal discussion concerning contents of the drafts, management will be contacted within five (5) working days after receipt to establish a meeting time/place to discuss the matter. Upon notification by the labor organization, management agrees to meet and confer as soon as practicable, date and time will be by mutual consent.

## ARTICLE 28

### AGREEMENT ADMINISTRATION

#### Section 28.1 - Effective Date:

The effective date of this agreement shall be after execution by the parties and approval by the Agency. Both dates will be made part of the agreement prior to its distribution.

#### Section 28.2 - Agency Approval:

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

b. If the head of the Agency does not approve or disapprove the agreement within the 30-day period, the agreement shall take effect and be binding on the Employer and the Labor Organization subject to the provisions of applicable law, rule or regulation on the 31st day.

c. In the event that a particular article or section of the agreement is not approved by the Agency, the remainder of the agreement shall take effect on the date specified in this section. The remainder of this agreement shall go into effect on the date specified, and the items not approved by the Agency shall later be incorporated as negotiations or appropriate direction dictates. However, such items, even though later implemented, shall be subjected to the effective date reached under the provisions of Section 27.26, but shall not have retroactive application.

#### Section 28.3 - Agreement Precedence:

Upon approval, this collective bargaining agreement takes precedent over any conflicting provisions in Agency regulations that pre-date, this agreement.

#### Section 28.4 - Agreement Duration:

a. This agreement shall expire four (4) years from the date approved by the Agency. Further, this agreement shall terminate at any time that it is determined that the Labor Organization is no longer entitled to exclusive recognition under the Statute.

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

(1) For one year increments based on mutual agreement of the parties in writing;

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

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

**Section 28.5 - Agreement Amendment:**

a. This agreement may be subject to modification as a result of a change in or issuance of an appropriate new law, or regulation by proper authority at the Agency or higher level. It is understood that a particular provision of this agreement is subsequently found to be contrary to the authorities, such provision of this agreement shall be deemed void and unenforceable. In such event, the parties agree to meet within fifteen (15) calendar days to determine whether or not negotiations are appropriate. Any resulting changes or amendments whatsoever must be approved by the Agency.

b. This agreement will be subject to review 24 months from the date approved by the Agency. Each party will submit no more than 2 articles of the present contract for negotiation for the purpose of correcting this agreement. Either party must serve notice 60 calendar days prior to the midpoint of their desire to negotiate. The proposed article changes agreed upon by either party shall be in writing, setting forth the need and/or reason for the correction. Representatives of the Employer and the Labor Organization will meet within 30 calendar days to commence negotiations of ground rules. No articles other than those specified will be considered.

c. Additionally, the agreement may be opened at any time by mutual consent of both parties. A request for an amendment or modification of this agreement by either party shall be in writing setting forth the need or reason for the proposed change and a summary of the change. Representatives of the Employer and the Labor Organization will meet within 30 calendar days to commence negotiating the proposed amendment or modification, unless a later date is mutually agreed upon. No changes other than those specified in the summary will be considered.

d. Approval of an amendment or modification to the agreement will be accomplished in the same manner as provided for in approval of the basic agreement.

**Section 28.6 – Negotiating a New Agreement:**

a. Negotiations for a new agreement will commence no earlier than 180 calendar days and no later than 90 calendar days prior to the termination of this agreement. In the event either party fails to request negotiations of a new agreement within the established time frame, this agreement will automatically extend for a period of one (1) year.

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

## APPENDIX A: ACRONYMS

ACT Association of Civilian Technicians	FMCS Federal Mediation and Conciliation Service
ASU Army Service Uniform	FSIP Federal Service Impasse Panel
AWOL Absent Without Leave	HDP Hazardous Duty Pay
AWS Alternative Work Schedule	HRO Human Resources Officer
CFR Code of Federal Regulations	I&I Impact and Implementation
DOD Department of Defense	IAW In Accordance With
DOL Director of Logistics	JTR Joint Travel Regulation
EAP Employee Assistance Program	KSA Knowledge, Skill and Abilities
EDP Environmental Differential Pay	LEL Law Enforcement Leave
EEOC Equal Employment Opportunity Commission	LO Labor Organization
EEO Equal Employment Opportunity	LOR Letter Of Reprimand
FAS Field Advisory Service	LRMA Labor Relations Management Agreement
FLRA Federal Labor Relations Authority	LWOP Leave without Pay

MOA  
Memorandum Of Agreement

PS  
Performance Standards

MOS  
Military Occupational Specialty

RIF  
Reduction in Force

NGB  
National Guard Bureau

SCD  
Service Computation Date

NDS  
Non-Dual Status

SF  
Standard Form

OMB  
Office of Management & Budget

SOP  
Standard Operating Procedures

OPM  
Office of Personnel Management

TAD  
Territory Active Duty

OPF  
Official Personnel Folders

TAG  
The Adjutant General

OSHA  
Occupational Safety Health Act

TDY  
Temporary Duty

OWCP  
Office of Workers Compensation Program

TPR  
Technician Personnel Regulation

PD  
Position Description

ULP  
Unfair Labor Practice

PDCN  
Position Description Control Number

USC  
United States Code

PIP  
Performance Improvement Plan

USP&FO  
United States Property and Fiscal Office

PL  
Public Law

VING  
Virgin Islands National Guard

POV  
Privately Owned Vehicle

## APPENDIX B: DEFINITIONS

**Accoutrements** – Accessory items on uniforms, i.e., patches, name tapes/tags, grade/rank insignia, etc.

**Agency** – Department of Defense

**Agreement** – See Collective Bargaining Agreement.

**Approving Official** – An Employer official in the supervisory chain at a level higher than the Reviewing Official.

**Arbitration** – Method of settling employment disputes through recourse to an impartial third party whose decision is usually final and binding.

**Association Official** - Any elected or appointed dues paying member of the Labor Organization.

**Application** – A resume, OF-612, etc., including attached documentation are considered the application as a whole. (These products may be electronic)

**Bargaining Unit** – The term describing the appropriate unit for which exclusive Labor Organization representation is granted. It includes all Technicians of the Virgin Islands Army and Air National Guard except management officials, supervisors, confidential Technicians, and Human Resource Technicians engaged in Federal personnel work in other than a purely clerical capacity.

**Confidential Employee** – An employee that meets both of the below conditions (50 FLRA No. 21):

- 1) There is evidence of a confidential working relationship between an employee and the employee's supervisor; and
- 2) The employee's supervisor is significantly involved in Labor/Management relations.

**Collective Bargaining (Collective Negotiations, Negotiations, Negotiation of Agreement)** – The performance of the mutual obligations of the Employer and the exclusive representative to meet at reasonable times, to consult and bargain in good faith, and to execute a written agreement with respect to terms and conditions of employment. This obligation does not compel either party to agree to proposals or make concessions.

**Collective Bargaining Agreement (Agreement, Contract, Bargaining Contract, Negotiated Agreement)** – A written Agreement between an Employer, or a Labor Organization of Employers, and a Labor Organization, or organizations, usually for a definite term, defining conditions or employment, rights of employees and Labor Organizations, and procedures to be followed in settling disputes or handling issues that arise during the life of the Agreement.

**Conditions of Employment (Working Conditions)** – In the Federal sector, this term means personnel policies, practices, and matters whether established by rule, regulation, or otherwise,

affecting working conditions. It does not include policies, practices, and matters relating to prohibited political activities, to the classification of any position, or to the extent the matters are specifically provided for by Federal statute.

**Consultation** – An obligation on the part of Employers to consult the Labor Organization on particular issues before taking action on them. In the Federal Government consultation refers only to the duty owed by agencies to Labor Organizations which have been accorded national consultation rights. That duty involves informing the Labor Organization of substantive changes in conditions of employment, giving the Labor Organization time to present its views and recommendations, and considering those views and recommendations.

**Dues Allotment (Dues Withholding, Dues Check-Off)** – Practice whereby the Employer, by agreement with the Labor Organization, and upon written authorization from the employee where required by law or agreement, regularly withholds Labor Organization dues from employees' wages and transmits these funds to the Labor Organization.

**Disciplinary Action** – As defined in TPR 715 and 752.

**Emergency** – An emergency situation is defined as a significant occurrence or situation requiring prompt action and is not normally a result of routine problems, IAW 5 U.S.C. § 7106(a)(2)(D).

**Employer** – The Adjutant General of the Virgin Islands and designated representatives. Designated representatives act as agents in executing policies and programs of The Adjutant General.

**Employee** – Employed by the Virgin Islands National Guard.

**Excused Absence** – An absence from duty administratively authorized without loss of pay and without charge to leave

**Exclusive Representative** – The Association of Civilian Technicians as identified in Chapter 1.

**Formal Discussion** – Discussions between an Agency representative(s) and a Bargaining Unit employee(s) or the employee's representative(s), on an employee's grievance, or personnel practice or policy, or other condition of employment which affects Bargaining Unit employees. The Labor Organization has the right to be present at these discussions.

**Grievance** – Any complaint by any employee or by any Labor Organization relating to the employment of the employee(s). Also any complaint concerning the effect or interpretation or claim or breach of a Collective Bargaining Agreement; or any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

**I&I (Impact And Implementation) Bargaining** – Even where the decision to change conditions of employment (including established practices) of unit employees is protected by

management's § 7106(a) rights, there is a duty to notify the union and, upon request, bargain on the § 7106(b)(2) procedures that management will follow in implementing its protected decision as well as on § 7106(b)(3) appropriate arrangements for employees expected to be adversely affected by the decision

**Immediate work area** – Area in which a Technician is required to perform work and which is under control of the Employer.

**Labor Organization** – As identified in Chapter 1, the Association of Civilian Technicians, All Virgin Islands National Guard Chapters and its officers and stewards who act as agents in carrying out its rights and responsibilities under Chapter 71 of Title 5 U.S. Code (referred to as “the Statute” in this agreement), as amended.

**Management** – Broad term used to define any individual who represents the Agency in an official capacity, most commonly, supervisors and managers.

**Management Officials (Managers)** – In the Federal service, means an individual in a position the duties and responsibilities of which require or authorize the individual to formulate, determine, or influence the policies of the agency.

**Management Rights** – The right of Management to make day- to-day personnel decisions and to direct the work force without notification to, or consultation with, the exclusive representative. Usually "Management Rights" refers to a specific list of Management authorities which are not subject to Collective Bargaining.

**Mission Essential** – An event or an occurrence that is outside the normal schedule and consisting of extenuating circumstances beyond the immediate control of the Employer or agent of the Employer. Uncommon missions or requirements unusually arise on relatively short notice as directed by the Employer or agent of the Employer.

**National Association Official** – ACT National Representatives.

**Negotiate** – to confer so as to come to terms or reach an agreement.

**Negotiation Process** – A process where management and the Labor Organization meet at reasonable times to consult and negotiate in a good faith effort to reach an agreement.

**Non- Disciplinary Action** – As defined in TPR 715 and 752

**Official Time** – Work time that is granted to a Labor Organization representative to perform designated functions, to include travel, without loss of pay or charge to that employee's leave account.

**Past Practice** – Existing practices sanctioned by use and practice that is not specifically included in the Collective Bargaining Agreement.

**Performance Plan** – All of the written, or otherwise recorded, performance elements that set forth expected performance. A performance plan must include all critical and non-critical elements and their performance standards. It also may include additional performance elements and their performance standards, if any.

**Qualified (Applicant)** – An applicant for a vacant/advertised position who, using established staffing procedures, is able to meet minimum qualifications of the advertised position.

**Rating Official** – A representative of management, usually the immediate supervisor, who is approved by the agency to evaluate and assess employee performance.

**Rating Period** – The period of time, normally one year, but not less than 120 days, for which a Technician's performance will be appraised.

**Reviewer (Of Performance Plan)** – Normally the Technician's second level supervisor in the (supervisory) chain of command.

**Selecting Official** – An individual (employer representative) appointed by The Adjutant General as the administrative head of an organization for the purpose of assisting in the administration of the National Guard Technician Personnel Program within the State. The Selecting Official may designate their authority to other management officials

**Service Computation Date (SCD)**– is a date, either actual or constructed, that is used to determine benefits and is generally based on how long the person has been in the Federal Service.

**Statute** – An established law or rule. In this document it specifically refers to 5 USC Chapter 71 (Federal Service Labor-management Statute 5 USC Chapter 71)

**Steward** – is a Technician who has been elected by the Labor Organization to represent Technicians on behalf of the Labor Organization in complaints, grievances, adverse actions, disciplinary actions, and any other matter authorized by 5 USC Chapter 71.

**Supervisor** – In the Federal service, means an individual having authority in the interest of the Agency to hire, direct, assign, appraise, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove employees, to adjust their grievances, or to effectively recommend such action, if the exercise of the authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgment.

**Technician** – An excepted Bargaining Unit Technician employed by the Virgin Islands National Guard.

**Technician Service Date (TSD)** – The TSD is based on the total service as a technician with the National Guard under a permanent, indefinite and temporary appointment, including technician service in other states.

**Unfair Labor Practice (ULP)** – Actions taken by the Employer or Labor Organization that violate 5 U.S.C. Chapter 71. Violations that are considered a ULP are specified in 5 U.S.C. 7116.

**Weingarten Right** – Refers to the right of a Bargaining Unit employee to be represented by the Labor Organization under specific circumstances. That right exists when (1) the employee is examined in an investigation (an investigatory examination) conducted by an Agency representative, (2) the employee reasonably believes disciplinary action against him may result, and (3) the employee requests Labor Organization representation. [5USC, 7114, (a), (2), (B)]

## APPENDIX C: TPR REFERENCES

<b><u>TPR 300</u></b> Sep 1973	<b>Merit Placement for National Guard Technician - Incl Changes 1-11</b>
<b><u>TPR 300 (351)</u></b> Nov 1993	<b>Reorganizations, Realignment, and Reduction in Force</b>
<b><u>TPR 303</u></b> Aug 2005	<b>Military Technician Compatibility</b>
<b><u>TPR 400</u></b> Sep 2007	<b>The Technician Human Resources Development Program</b>
<b><u>TPR 430</u></b> Nov 2009	<b>Appraisal Program</b>
<b><u>TPR 451</u></b> Dec 1998	<b>Awards Program</b>
<b><u>TPR 511</u></b> Jun 2007	<b>Classification and Workforce Management</b>
<b><u>TPR 630</u></b> Aug 2010	<b>Absence and Leave Program</b>
<b><u>TPR 700</u></b> Dec 1975	<b>Technician Personnel Regulation 700 - Incl Changes 1-4</b>
<b><u>TPR 715</u></b> Jul 2007	<b>Voluntary and Non-Disciplinary Actions</b>
<b><u>TPR 752</u></b> Aug 2010	<b>Discipline and Adverse Action</b>
<b><u>TPR 752-1</u></b> Aug 2010	<b>Adverse Action Appeals and the National Guard Hearing Examiner Program</b>
<b><u>TPR 792</u></b> Feb 2011	<b>Alcoholism and Drug Abuse Program</b>
<b><u>TPR 990-2</u></b> Jul 1991	<b>Hours of Duty, Pay, and Leave - Incl Changes 1-2</b>
<b><u>VING TPR 430</u></b> Oct 2014	<b>Performance Appraisal Plan</b>
<b><u>VING TPR 451</u></b> Jan 1990	<b>Incentive Awards Plan</b>
<b><u>VING TPR 630</u></b> Feb 1995	<b>Leave Sharing Program</b>
<b><u>NGVI REG 690-990-2</u></b> Feb 2013	<b>Leave and Hours of Duty</b>
Nov 2013	<b>VING Telework Program</b>

## APPENDIX D: OPM Form 71 – Request for Leave or Approved Absence

### Request for Leave or Approved Absence

1. <b>Name</b> (Last, first, middle)			2. <b>Employee or Social Security Number</b> (Enter only the last 4 digits of the Social Security Number (SSN))			
3. <b>Organization</b>						
4. <b>Type of Leave/Absence</b> (Check appropriate box(es) below)		<b>Date</b>		<b>Time</b>		5. <b>Family and Medical Leave</b>
		From	To	From	To	
<input type="checkbox"/> <b>Accrued Annual Leave</b>						If annual leave, sick leave, or leave without pay will be used under the Family and Medical Leave Act of 1993, please provide the following information:  <input type="checkbox"/> <b>I hereby invoke my entitlement to Family and Medical Leave for:</b>  <input type="checkbox"/> Birth/Adoption/Foster Care Serious health condition of spouse, son, daughter, or parent  <input type="checkbox"/> Serious health condition of self  Contact your supervisor and/or your personnel office to obtain additional information about your entitlements and responsibilities under the Family and Medical Leave Act. Medical certification of a serious health condition may be required by your agency.
<input type="checkbox"/> <b>Restored Annual Leave</b>						
<input type="checkbox"/> <b>Advanced Annual Leave</b>						
<input type="checkbox"/> <b>Accrued Sick Leave</b>						
<input type="checkbox"/> <b>Advanced Sick Leave</b>						
<b>Purpose:</b> <input type="checkbox"/> Illness/injury/incapacitation of requesting employee <input type="checkbox"/> Medical/dental/optical examination of requesting employee <input type="checkbox"/> Care of family member, including medical/dental/optical examination of family member, or bereavement <input type="checkbox"/> Care of family member with a serious health condition <input type="checkbox"/> Other						
<input type="checkbox"/> <b>Compensatory Time Off</b>						
<input type="checkbox"/> <b>Other Paid Absence</b> (Specify in Remarks)						
<input type="checkbox"/> <b>Leave Without Pay</b>						
6. <b>Remarks:</b>						
7. <b>Certification:</b> I hereby request leave/approved absence from duty as indicated above and certify that such leave/absence is requested for the purpose(s) indicated. I understand that I must comply with my employing agency's procedures for requesting leave/approved absence (and provide additional documentation, including medical certification, if required) and that falsification on this form may be grounds for disciplinary action, including removal.						
7a. <b>Employee Signature</b>					7b. <b>Date</b>	
8a. <b>Official Action on Request:</b> <input type="checkbox"/> <b>Approved</b> <input type="checkbox"/> <b>Disapproved</b> (If disapproved, give reason. If annual leave, initiate action to reschedule.)						
8b. <b>Reason for Disapproval:</b>						
8c. <b>Supervisor Signature</b>					8d. <b>Date</b>	
<b>PRIVACY ACT STATEMENT</b>						
Section 6311 of Title 5, United States Code, authorizes collection of this information. The primary use of this information is by management and your payroll office to approve and record your use of leave. Additional disclosures of the information may be: to the Department of Labor when processing a claim for compensation regarding a job connected injury or illness; to a State unemployment compensation office regarding a claim; to Federal Life Insurance or Health Benefits carriers regarding a claim; to a Federal, State, or local law enforcement agency when your agency becomes aware of a violation or possible violation of civil or criminal law; to a Federal agency when conducting an investigation for employment or security reasons; to the Office of Personnel Management or the General Accounting Office when the information is required for evaluation of leave administration; or the General Services Administration in connection with its responsibilities for records management.						
Public Law 104-134 (April 26, 1996) requires that any person doing business with the Federal Government furnish a social security number or tax identification number. This is an amendment to Title 31, Section 7701. Furnishing the social security number, as well as other data, is voluntary, but failure to do so may delay or prevent action on the application. If your agency uses the information furnished on this form for purposes other than those indicated above, it may provide you with an additional statement reflecting those purposes.						

Office of Personnel Management  
5 CFR 630

Local Reproduction Authorized

OPM Form 71  
Rev. September 2009  
Formerly Standard Form (SF) 71  
Previous editions usable

**APPENDIX E: VIRGIN ISLANDS NATIONAL GUARD TECHNICIAN GRIEVANCE  
FORM**

1. **GRIEVANT NAME(S):** \_\_\_\_\_
2. **SECTION FACILITY:** \_\_\_\_\_
3. **GRIEVANT STEP:** \_\_\_\_\_
4. **DUTY PHONE:** \_\_\_\_\_
5. **POSITION(S) OCCUPIED:** \_\_\_\_\_
6. **REPRESENTATIVE'S NAME/DUTY PHONE:** \_\_\_\_\_
7. **GRIEVANCE ADDRESSED TO:** \_\_\_\_\_
8. **BACKGROUND AND NATURE OF GRIEVANCE** (state section of LRMA or other regulation allegedly violated, indicate names, dates, times, places, phone numbers, etc., where applicable; attach supporting documents if appropriate; be as clear but as brief as possible; if necessary, continue on blank paper):

9. **RECOMMENDED SOLUTION(S):**

\_\_\_\_\_  
**GRIEVANT SIGNATURE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**REPRESENTATIVE SIGNATURE**

\_\_\_\_\_  
**DATE**

## APPENDIX F: DA FORM 3078 – PERSONAL CLOTHING REQUEST

PERSONAL CLOTHING REQUEST																					
For use of this form, see AR 700-84; the proponent agency is DCS, G-4.																					
DATA REQUIRED BY THE PRIVACY ACT OF 1974																					
<b>AUTHORITY:</b>		5 U.S.C. Section 301, Departmental Regulations; 10 U.S.C. Section 3013, Secretary of the Army; Army Regulation 700-84, Issue and Sale of Personal Clothing; and E.O. 9397 as amended.																			
<b>PRINCIPAL PURPOSE:</b>		To provide an accountable document for clothing received by enlisted personnel.																			
<b>ROUTINE USES:</b>		None. The DoD Blanket Routine uses that appear at the beginning of the Army's compilation of system of records apply to this system.																			
<b>DISCLOSURE:</b>		Voluntary. However, failure to provide all the request information will prevent from receiving the allocated clothing.																			
1. DOCUMENT NO.				2. VOUCHER NO.				3. DATE (YYYYMMDD)													
4. NAME (Last, First, MI)						8. DODAAC		9. PRIORITY		10. ARMY MILITARY CLOTHING STORE											
5. SSN (Last Four)				6. GRADE		11. CATEGORY (Check one)			12. TYPE OF TRANSACTION (Check one)												
7. ORGANIZATION						<input type="checkbox"/> Active Army <input type="checkbox"/> NG <input type="checkbox"/> USAR <input type="checkbox"/> IMA <input type="checkbox"/> IRR <input type="checkbox"/> AGR			<input type="checkbox"/> Initial <input type="checkbox"/> Gratuitous <input type="checkbox"/> Replacement <input type="checkbox"/> Supplemental <input type="checkbox"/> Exchange <input type="checkbox"/> Individual Charge Sale												
13. INVENTORY		14. PHONE NO.		15. POSTED		16. AUTHORIZED BY															
DATE (YYYYMMDD)		BY		DATE (YYYYMMDD)		BY		17. APPROVED BY (Name, Rank and Signature)				18. DATE APPROVED (YYYYMMDD)									
19. QTY		20. ARTICLES (Common)				21. SIZE		22. UNIT PRICE		23. TOTAL COST		24. QTY		25. ARTICLES (Male)		26. SIZE		27. UNIT PRICE		28. TOTAL COST	
AUTH ISS												AUTH ISS									
1		Bag, Duffel, Nylon improved										1		Belt, Trouser, Ctn Web Black, 45"							
1		Belt, Riggers										1		Buckle, Belt, Web, w/Nkl Undplate							
1		Beret, Wool Black Shade 1593										1		Coat, Mens, All Wtr, Dbl Breasted							
2		Boot, Combat, HW, Tan¹										1		Coat, Men's, AB 450							
1		Boot, Combat, TW, Type II, Tan***										7		Drawers, Men's Brief							
2		Cap, Patrol, Army Combat Uniform										1		Necktie, Mens Blk, 56-57.5" Long							
1		Cap, Synthetic Micro Fleece										1		Shirt, Men's Ctn/Poly, SS, AW 521							
4		Coat, Army Combat Uniform										1		Shirt, Men's Ctn/Poly, LS, AW 521							
1		Drawers, Lightweight Gen III**										1		Shoes, Mens Drs Blk, Poromeric							
1		Drawers, Midweight Gen III**										2		Trousers, Men's Poly/Wool AB451							
1		Gloves, Light Duty Utility										2		Undershirt, Men's, White, Ctn**							
2		Gloves, Insert, Cold																			
1		Gloves, Leather, Black, Unisex																			
1		Jacket, PFU																			
1		Pants, PFU																			
2		Shirt, L/S, PFU¹										1		Belt, Trousers, Ctn Web Blk 1"							
3		Shirt, S/S, PFU¹										1		Buckle, Belt, Slacks, 1 1/8"							
7		Sock, Boot										1		Coat, All Weather, Dbl Breasted							
7		Sock, Liner, Poly/Nylon, Black										1		Coat, Women's Poly/Wool, AB450							
4		Towel, Bath, Brown**										1		Neck Tab, Women's Shirt, Blk							
4		Washcloth, Brown**										1		Shirt, Wm's, Army White, LS 521							
4		Trouser, Army Combat Uniform										1		Shirt, Wm's, Army White, SS 521							
3		Trunks, PFU¹										1		Shoes, Wm's Drs Blk, Poromeric							
7		T-Shirt, Moisture-Wick										1		Skirt, Women's Poly/Wool AB 450							
1		Undershirt, Lightweight Gen III**										1		Silks, Women's Poly/Wool AB 451							
1		Undershirt, Midweight Gen III**																			
TOTAL VALUE																					
30. REMARKS										31. SIGNATURE OF RECIPIENT											
* Must maintain one less than quantity shown ** Issued during initial entry training only *** May maintain either combat boot																					

